

DuPage Water Commission

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

AGENDA

DUPAGE WATER COMMISSION

THURSDAY, OCTOBER 17, 2019 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 September 19, 2019 Regular Meeting of the DuPage Water Commission (Voice Vote).

V. Treasurer's Report

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

RECOMMENDED MOTION: To accept the September 2019 Treasurer's Report (Voice Vote).

- VI. Committee Reports
 - A. Finance Committee
 - 1. Report of 10/17/19 Finance Committee
 - Request for Board Action To Suspend the Purchasing Procedures of the Commission's By-Laws and to Purchase Property and Liability Insurance (total premium of approximately \$425,000.00 as proposed by Alliant/Mesirow Insurance Services)

(TO SUSPEND PURCHASING PROCEDURE: 2/3 Majority of those Commissioners Present, provided there is a Quorum-minimum 5)

(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)

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.

 Request For Board Action - To suspend the purchasing procedures of the Commission's By-Laws and to Purchase Workers' Compensation and Employer's Liability Insurance (total premium not-to-exceed \$105,000.00 as proposed by Illinois Public Risk Fund and outlined by Alliant/Mesirow Insurance Services)

(TO SUSPEND PURCHASING PROCEDURES: 2/3 Majority of those Commissioners Present, provided there is a quorum - minimum 5; maximum 9)

(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 number 2 and 3 under the Finance Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).

- 4. Actions on Other Items Listed on 10/17/19 Finance Committee Agenda
- B. Administration Committee
 - 1. Report of 10/17/19 Administration Committee
 - 2. Resolution No. R-38-19: A Resolution Approving Employee Insurance Benefits for Plan Year Beginning December 1, 2019 and ending November 30, 2020

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

(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)

 Resolution No. R-39-19: A Resolution Suspending Purchasing Procedures and Approving Requisition 63063 for the purchase of a New Storage Area Network (SAN) System from IT Savvy, LLC at the October 17, 2019 DuPage Water Commission Meeting. (IT Savvy, LLC \$106,886.20)

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

(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 number 2 and 3 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 10/17/19 Administration Committee Agenda

- C. Engineering & Construction Committee
 - 1. Report of 10/17/19 Engineering & Construction Committee
 - Resolution No. R-36-19: A Resolution Awarding a Contract for the Fabrication of Valve Stem Risers (High Speed Welding Inc., for the unit prices set forth in its contract/proposal, \$131,075.15)

(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-37-19: A Resolution Suspending Purchasing Procedures and Authorizing the General Manager to Purchase Material and Labor Service for the Commission's Emergency Generator System including Ancillary Equipment, at a cost not-to exceed \$100,000.00 from Altofer Power Systems.

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

(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)

 Resolution No. R-40-19: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 at the October 17, 2019, DuPage Water Commission Meeting (Rossi Contractors Inc., in an amount not-to-exceed \$5,000.00)

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

5. Resolution No. R-41-19: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 at the October 17, 2019 DuPage Water Commission Meeting (McWilliams Electric Co. Inc. in an estimated cost of \$1.975.00)

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

6. Resolution No. R-42-19: A Resolution Approving and Authorizing the Execution of a Master Agreement with Wight & Company for Professional Engineering Services (no cost)

(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)

7. Resolution No. R-43-19: A Resolution Approving and Ratifying Certain Change Orders for a Contract for the Construction of the West Transmission Main (Contract TW-3/17) at the October 17, 2019 DuPage Water Commission Meeting (Benchmark Construction – net savings of \$736,986.86.)

(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 7 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).

8. Actions on Other Items Listed on 10/17/19 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 \$9,055,313.73 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 \$2,247,625.00 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)



MINUTES OF A MEETING OF THE DUPAGE WATER COMMISSION HELD ON THURSDAY, SEPTEMBER 19, 2019 600 E. BUTTERFIELD ROAD ELMHURST, ILLINOIS

The meeting was called to order by Chairman Zay at 6:30 P.M.

Commissioners in attendance: D. Bouckaert, J. Fennell, R. Gans, J. Healy, D. Novotny, R Obarski, J. Pruyn, K. Rush, F. Saverino, and J. Zay

Commissioners Absent: J. Broda, D. Russo and P. Suess

Also in attendance: Treasurer W. Fates, J. Spatz, C. Johnson, C. Peterson, J. Rodriguez, A. Stark, M. Weed, F. Frelka, J. Schori, D. Cuvalo, T. McGhee, C. Bostick, and P. Luetkehans of Schirott, Luetkehans & Garner, LLC.

PUBLIC COMMENT

None

APPROVAL OF MINUTES

Commissioner Healy moved to approve the Minutes of the August 15, 2019 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Obarski and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

TREASURER'S REPORTS

Treasurer Fates presented the August 2019 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 \$174.3 million of cash and investments on page 4, which reflected an increase of about \$0.5 million from the previous month. Treasurer Fates also pointed out the schedule of investments on pages 5 through 10 totaling \$154.4 million and the market yield on the total portfolio showed 2.16% which was unchanged from the prior month. On page 11, the statement of cash flows showed an increase in cash and investments by about \$3.1 million and operating activities generated \$2.4 million. On page 12, the monthly cash/operating report showed that the Commission had met or exceeded all of its reserve requirements.

Commissioner Gans moved to accept the August 2019 Treasurer's Report. Seconded by Commissioner Pruyn and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Finance Committee - Reported by Commissioner Pruyn

Commissioner Pruyn 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 Pruyn moved to adopt item number 2 under the Finance Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Bouckaert and unanimously approved by a Roll Call Vote.

Ayes:

D. Bouckaert, J. Fennell, R. Gans, J. Healy, D. Novotny, R. Obarski, J. Pruyn,

K. Rush, F. Saverino, and J. Zay

Nays:

None

Absent:

J. Broda, D. Russo and P. Suess

Item 2:

Request for Board Action: To Authorize the General Manager to Exercise the One-Year Option with Sikich LLC for Audit Services at the DuPage Water

Commission. (Sikich not-to-exceed amount of \$30,000.00)

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. There being no comments, Commissioner Healy moved to adopt item number 2 under the Administration Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Rush and unanimously approved by a Roll Call Vote.

Ayes:

D. Bouckaert, J. Fennell, R. Gans, J. Healy, D. Novotny, R. Obarski, J. Pruyn,

K. Rush, F. Saverino, and J. Zay

Nays:

None

Absent:

J. Broda, D. Russo and P. Suess

Item 2:

Resolution No. R-33-19: A Resolution Suspending the Purchasing Procedures and Authorizing the Execution of a Consulting Agreement with IT Savvy, LLC for Consulting Services at the September 19, 2019 DuPage Water Commission Meeting (IT Savvy LLC in the amount of \$5,855.90 per

month)

Engineering & Construction Committee – Reported by Commissioner Fennell

Commissioner Fennell reported that the Engineering & Construction Committee reviewed and recommended for approval all action items listed on the Engineering & Construction Committee Agenda and welcomed any questions. Hearing none, Commissioner Fennell moved 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. Seconded by Commissioner Novotny and unanimously approved by a Roll Call Vote.

Ayes: D. Bouckaert, J. Fennell, R. Gans, J. Healy, D. Novotny, R. Obarski, J. Pruyn,

K. Rush, F. Saverino, and J. Zay

Nays: None

Absent: J. Broda, D. Russo and P. Suess

Item 2: Resolution No. R-30-19: A Resolution Approving and Ratifying Certain work authorization Orders Under Quick Response Contract QR-11/17 at the September 19, 2019 DuPage Water Commission Meeting (WOA#13 Rossi Contractors Inc. in an estimated cost of \$229,500.00)

Resolution No. R-31-19: A Resolution Approving and Ratifying Contract Change Order No. 2 to Task Order 7 TW3/17 Construction Services at the September 19, 2019 DuPage Water Commission Meeting (AECOM Technical Services increase cost not-to-exceed \$28,200.00)

Resolution No. R-32-19: A Resolution Approving and Ratifying Certain Work Authorization Orders under Quick Response Contract QR-11/17 at the September 19, 2019 DuPage Water Commission Meeting (WAO #12 Rossi Contractors Inc. in an estimated cost of \$25,000.00)

Item 5: Resolution No. R-34-19: A Resolution Approving and Ratifying Amendment to Task Orders Under a Master Contract with AECOM Technical Services Inc., at the September 19, 2019, DuPage Water Commission Meeting (AECOM Technical Services Inc., in the amount not-to-exceed \$20,000.00)

Resolution No. R-35-19: A Resolution Suspending the Purchasing Procedures and Authorizing the General Manager to Enter into a Four-year Contract for the Maintenance of the Tank Mixing System at Standpipe 3 with Utility Service Co., Inc., at the September 19, 2019, DuPage Water Commission Meeting (Utility Service Co., Inc., in an amount not-to-exceed \$51,382.00)

ACCOUNTS PAYABLE

Commissioner Pruyn moved to approve the Accounts Payable in the amount of \$11,141,821.39 subject to submission of all contractually required documentation, for invoices that have been received and to approve the revised Accounts Payable in the amount of \$1,200,575.00 subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated. Seconded by Commissioner Saverino and unanimously approved by a Roll Call Vote.

Ayes: D. Bouckaert, J. Fennell, R. Gans, J. Healy, D. Novotny, R. Obarski, J. Pruyn, K. Rush, F. Saverino, and J. Zay

Minutes of the 9/19/2019 Commission Meeting

Nays:

None

Absent:

J. Broda, D. Russo and P. Suess

CHAIRMAN'S REPORT

Chairman Zay noted that he and General Manager Spatz have a meeting scheduled on September 27th with representatives from the Village of Shorewood to discuss the possibility of the Commission supplying water to their community.

OMNIBUS VOTE REQUIRING MAJORITY VOTE

None

OMNIBUS VOTE REQUIRING SUPER-MAJORITY OR SPECIAL MAJORITY VOTE

None

OLD BUSINESS

General Manager Spatz began by noting that he met with the ad hoc committee on August 28th to begin the process of renegotiating the Water Purchase and Sale Contracts between the Commission and its customers and felt it went well. General Manager Spatz further noted that Barbara Adams from the law firm of Holland & Knight had been retained by the customers to represent their interest and that Ms. Adams and the Commission's attorney Phil Luetkehans would we working together to finalize the contract language.

NEW BUSINESS

None

EXECUTIVE SESSION

None

Commissioner Healy moved to adjourn the meeting at 6:44 P.M. Seconded by Commissioner Saverino and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Board/Minutes/Commission/2019/Rcm190919.docx

DUPAGE WATER COMMISSION INTEROFFICE MEMORANDUM

TO:

Chairman and Commissioners

FROM:

Bill Fates, Treasurer

DATE:

October 8, 2019

SUBJECT:

TREASURER'S REPORT - September 30, 2019

I am pleased to report that I have reviewed and approved all journal entries and bank reconciliations for the month of September. 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 \$175.8 million at September 30th, an increase of \$1.5 million compared to the previous month.
- 2. The balance in the BMO Harris checking account was \$21.0 million at September 30th, up \$1.1 million compared to the \$19.9 million reported last month.
- 3. The BMO Harris money market accounts had \$12.6 million at month-end, relatively unchanged from the prior month balance.
- 4. During the month of September, the IIIT money market accounts decreased by approximately \$2.9 million from the prior month.
- 5. In September, our holdings of commercial paper investments, asset backed securitizations, and municipal bonds increased by \$2.5 million, \$2.3 million and \$2.3 million, respectively. In addition, U.S. Agency investments and U.S. Treasury investments decreased by \$3.1 million and \$0.8 million each, respectively.
- 6. The current holdings of cash and investments are in compliance with the approved investment policy.
- 7. For the five months ended September 30, 2019, the Commission's cash and investments increased a total of \$4.6 million.
 - The Operating & Maintenance Account increased by \$3.4 million for an ending balance of \$33.6 million.
 - The General Account increased by approximately \$119,000 for an ending balance of \$11.7 million.
 - The Sales Tax Account remained unchanged at \$288.
 - The Capital Reserve Fund increased by about \$389,000 for a balance of \$46.1 million.

- The Operating Reserve Account increased \$594,000 for a balance of \$67.2 million.
- The Long-Term Capital Reserve Account increased by \$155,000 for a balance of \$17.2 million.

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

Cash and Investments by Account

	Balance	Balance	Increase
Account	4/30/2019	09/30/2019	(Decrease)
Operations & Maintenance	\$30,247,871	\$33,607,607	\$3,359,736
General Account	11,602,893	11,721,658	118,765
Sales Tax	285	288	3
Operating Reserve	66,581,413	67,175,759	594,346
Capital Reserve	45,676,743	46,065,933	389,190
Long-Term Cap. Reserve	17,042,753	17,198,225	155,472
Total Cash & Investments	\$171,151,958	\$175,769,470	\$4,617,512

Schedule of Investments (Pages 5-10)

- 1. The average yield to maturity on the Commission's investments was 2.10%, down from the prior month average yield to maturity of 2.16%.
- 2. The portfolio ended the month of September 2019 with \$1.5 million of unrealized gains, compared to \$0.4 million in unrealized losses at April 30, 2019.
- 3. The amortized cost of our investments was \$154.8 million at September 30th.

Statement of Cash Flows (Page 11)

- 1. The statement of cash flows shows a breakdown of the \$4.6 million increase in cash and investments for the fiscal year.
- 2. Operating activities generated \$3.5 million as of the end of September 2019.
- 3. The increase in Loans Receivable, primarily related to Bartlett activity, decreased cash by approximately \$282,000.
- 4. Capital Assets purchased were \$267,000.
- 5. Cash flow from investment activity generated \$1.7 million of income.

Reserve Analysis (Page 12)

- 1. The reserve analysis report shows the Commission has met or exceeded all recommended reserve balances at September 30th.
- 2. The Operating and Maintenance Account was \$33.6 million which is a balance currently sufficient enough to cover an estimated 92 days of normal operation and maintenance costs.
- 3. The Operating Reserve account was \$67.2 million which is approximately 184 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 September 30, 2019

September 30, 2019	August 31, 2019	INCR (DECR.)
1,300.00	1,300.00	0.00
21,014,189.84	19,905,151.07	1,109,038.77
21,015,489.84	19,906,451.07	1,109,038.77
4,746,636.50	7,636,702.69	(2,890,066.19)
12,592,116.91	12,570,038.41	22,078.50
74,362,315.43	75,154,866.16	(792,550.73)
18,868,969.48	21,928,518.90	(3,059,549.42)
5,063,136.17	2,766,614.49	2,296,521.68
8,420,966.93	5,933,189.16	2,487,777.77
30,699,838.76	28,383,290.31	2,316,548.45
0.00	0.00	0.00
154,753,980.18	154,373,220.12	380,760.06
175,769,470.02	174,279,671.19	1,489,798.83 ==========
September 30, 2019	August 31, 2019	% CHANGE
3.2%	5.0%	-37.8%
8.1%	8.1%	0.2%
48.1%	48.7%	-1.1%
12.2%	14.2%	-14.0%
3.3%	1.8%	83.0%
5.4%	3.8%	41.9%
19.8%	18.4%	8.2%
0.0%	0.0%	N/A
100.1%	100.0%	0.2%
	1,300.00 21,014,189.84 21,015,489.84 4,746,636.50 12,592,116.91 74,362,315.43 18,868,969.48 5,063,136.17 8,420,966.93 30,699,838.76 0.00 154,753,980.18 175,769,470.02 September 30, 2019 3.2% 8.1% 48.1% 12.2% 3.3% 5.4% 19.8% 0.0%	1,300.00 21,014,189.84 19,905,151.07 21,015,489.84 19,906,451.07 4,746,636.50 7,636,702.69 12,592,116.91 74,362,315.43 75,154,866.16 18,868,969.48 21,928,518.90 5,063,136.17 2,766,614.49 8,420,966.93 30,699,838.76 28,383,290.31 0.00 154,753,980.18 154,373,220.12 175,769,470.02 174,279,671.19 ==================================

Note 1 - Investments are carried at amortized cost.

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)		PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 09/30/19
Water Fund Oper. & Maint. Accl. (01-121103)										
BMO Harris - Money Market	2.120%	09/30/19	10/01/19	1	2.120%	\$ 12,592,116.91	\$ 12,592,116.91	0.00	\$ 12,592,116.91	-
Water Fund General Account (01-121700)										
IIIT - Money Market	2.110%	09/30/19	10/01/19	1	2.110%	3,300,691.47	3,300,691.47	0.00	3,300,691.47	-
MUFG Bank LTD/ NY Commercial Paper NATXIS NY Branch CP	0.000%	08/23/19	02/19/20	142	2.090%	3,000,000.00	2,968,950.00	6,727.50	2,975,677.50	-
JP Morgan Securities LLC CP	0.000% 0.000%	09/11/19 08/23/19	03/09/20 04/20/20	161 203	2. 0 20% 1.960%	2,500,000.00 3,000,000.00	2,475,138.89 2,961,239.17	2,638.89 6,272.48	2,477,777.78 2,967,511.65	-
	Weighted A	Avg Maturily	1		2.048%	\$ 11,800,691.47	\$ 11,706,019.53	15,638.87	\$ 11,721,658.40	\$ -
Sales Tax Funds (01-123000)										
HIT - Money Market	2.110%	09/30/19	10/01/19	1	2.110%	287.78	287.78	0.00	287.78	
	Weighted A	vg Maturity	1		2.110%	\$ 287.78	\$ 287.78	0.00	\$ 287.78	\$ -

	COUPON F	PURCHASE	MATURITY		YIELD TO MATURITY	PAR	PURCHASE	AMORTIZED DISCOUNT		ACCRUED INTEREST
FUND SOURCE	RATE	DATE	DATE		(COST)	VALUE	PRICE	(PREMIUM)	AMORTIZED COST	09/30/19
Water Fund Operating Reserve (01-121800)										
IIIT - Money Market	2.110%	09/30/19	10/01/19	1	2.110%	692,574.62	692,574.62	0.00	692,574.62	•
US Treasury Noles	2.625%	05/03/16	11/15/20	412	1.210%	250,000.00	265,507.81	(11,582.78)		2,478.77
US Treasury Notes	2.000%	03/24/16	11/30/20	427	1.380%	1,000,000.00	1,028,007.81	(20,881.58)		6,721.31
US Treasury Notes	2.375%	03/31/16	12/31/20	458	1.280%	400,000.00	420,093.75	(14,699.53)		2,400.82
US Treasury Notes	2.000%	07/06/16	02/28/21	517	0.920%	775,000.00	812,902.34	(26, 189.99)		1,320.05
US Treasury Notes	1.250%	06/27/16	03/31/21	548	0.980%	1,265,000.00	1,281,108.99	(10,953.47)		43.20
US Treasury Notes	2.000%	01/05/17	05/31/21	609	1.870%	1,300,000.00	1,307,007.81	(4,287.69)		8,737.70
US Treasury Notes	2.000%	09/01/16	05/31/21	609	1.220%	1,950,000.00	2,020,078.13	(45,033.15)		13,106.56
US Treasury Notes	2.000%	12/05/16	08/31/21	701	1.930%	2,100,000.00	2,106,234.37	(3,634.49)		3,576.92
US Treasury Notes	1.250%	03/13/17	10/31/21	762	2.110%	205,000.00	197,232.42	4,178.75		1,072.35
US Treasury Notes	1.750%	10/03/17	11/30/21	792	1.860%	1,350,000.00	1,345,675.78	2,035.35		7,939.55
US Treasury Notes	2.125%	06/28/17	12/31/21	823	1.720%	3,500,000.00	3,561,933.59	(30,452.91)		18,795.86
US Treasury Notes	1.750%	08/01/17	02/28/22	882	1.780%	1,800,000.00	1,797,539.06	1,143.34	1,798,682.40	2,682.69
US Treasury Notes	1.750%	05/11/17	04/30/22	943	1.930%	1,050,000.00	1,040,935.55	4,250.12		7,689.54
US Treasury Notes	1.625%	07/01/19	11/15/22	1,142	1.740%	1,000,000.00	996,250.00	272.16		6,137.91
US Treasury Notes	2.125%	09/05/18	12/31/22	1,188	2.770%	1,175,000.00	1,144,248.05	7,295.00	1,151,543.05	6,310.04
US Treasury Notes	1.750%	09/03/19	01/31/23	1,219	1.370%	1,500,000.00	1,518,808.59	(381.54)		4,422.55
US Treasury Notes	1.750%	06/04/18	01/31/23	1,219	2.760%	3,600,000.00	3,442,640.63	42,705.35	3,485,345.98	10,614.13
US Treasury Notes	1.375%	12/10/18	06/30/23	1,369	2.710%	1,000,000.00	943,085.94	9,570.40		3,474.86
US Treasury Notes	1.250%	08/02/19	07/31/23	1,400	1.680%	650,000.00	639,386.72	400.56		1,368.89
US Treasury Notes	1.250%	08/12/19	07/31/23	1,400	1.520%	700,000.00	692,808.59	226.20		1,474.18
US Treasury Notes	1.250%	09/03/19	07/31/23	1,400	1.370%	1,335,000.00	1,329,107.23	104.88		2,811.48
US Treasury Notes	2.250%	01/29/19	12/31/23	1,553	2.560%	1,270,000.00	1,251,991.80	2,328.49		7,221.40
US Treasury Notes	2.750%	02/26/19	02/15/24	1,599	2.460%	1,330,000.00	1,347,767.97	(2,010.78)		4,671.26
US Treasury Notes	2.375%	03/01/19	02/29/24	1,613	2.560%	550,000.00	545,208.98	520.22		1,112.47
US Treasury Notes	2.125%	04/01/19	03/31/24	1,644	2.300%	1,050,000.00	1,041,140.63	834.12		60.96
US Treasury Notes	2.000%	05/28/19	04/30/24	1,674	2.100%	1,420,000.00	1,413,121.88	463.17		11,884.78
US Treasury Notes	2.500%	06/03/19	05/15/24	1,689	1.900%	1,200,000.00	1,233,843.75	(2,098.55)	1,231,745.20	11,331.52
Intl Bank of Recons and Dev Notes (World Bank)	1.625%	03/14/16	03/09/21	526	1.730%	925,000.00	920,597.00	3,093.91	923,690.91	918.58
Intl Bank of Recons and Dev Notes Global Notes	2.750%	07/18/18	07/23/21	662	2.830%	790,000.00	788,151.40	711.97		4,103.61
African Development Bank Supranational	1.625%	09/12/19	09/16/22	1,082	1.680%	670,000.00	668,948.10	12.41	668,960.51	393.16
MS ST Taxable GO Bonds	1.679%	02/18/15	10/01/19	1	1.680%	310,000.00	310,000.00	0.00		2,602.45
NY Trans Fin Auth, NY Txbl Rev Bonds	2.750%	04/23/15	02/01/20	124	1.880%	375,000.00	389,816.25	(13,739.92)		1,718.75
NY ST Dorm Auth Pits Txbl Rev Bonds	3.100%	12/12/18	03/15/21	532	3.100%	610,000.00	610,000.00	0.00		840.44
NY Trans Fin Auth, NY Txbl Rev Bonds	1.500%	07/14/16	05/01/21	579	1.500%	600,000.00	600,000.00	0.00		3,750.00
Tamalpais UHSD, CA Txbl GO Bonds	1.971%	09/20/19	08/01/23	1,401	1.970%	295,000.00	295,000.00	0.00	•	-
NYC, NY Txbl GO Bonds	2.080%	09/25/19	08/01/23	1,401	1.940%	685,000.00	688,548.30	(9.79)		1,899.73
Houston, TX Txbl GO Bonds	1.950%	08/23/19	03/01/24	1,614	1.950%	765,000.00	765,000.00	0.00	765,000.00	870.19

SIMD COURSE			MATURITY		YIELD TO	PAR	PURCHASE	AMORTIZED DISCOUNT		ACCRUED INTEREST
FUND SOURCE	RATE	DATE	DATE		(COST)	VALUE	PRICE	(PREMIUM)	AMORTIZED COST	09/30/19
Water Fund Operating Reserve (01-121800) Continued.										
FHMS K731 A1	3.481%	04/13/18	04/25/24	1,669	2.740%	202,889.39	206,947.19	(1,038.55)	205,908.64	568.55
FNMA Pool #AJ3174	3.500%	02/17/18	10/01/26	2,558	2.270%	200,635.09	213,174.78	(3,027.52)	210,147.26	585.19
FNMA Pool #AT3221	3.500%	06/17/16	03/01/27	2,709		208,249.06	221,394.78	(2,685.25)	218,709.53	607.39
FN AL2092	3.000%	03/06/18	07/25/27	2,855	2.900%	400,858.02	401,359.11	(143.84)	401,215.27	1,002.15
FN AP4718	2.500%	07/20/18	08/25/27	2,886		268,305.51	262,981.32	505.88	263,487.20	558.97
Fannie Mae Pool Fannie Mae Pool	3.500%	04/05/18	02/01/28	3,046		549,797.06	562,339.32	(2,572.15)	559,767.17	1,603.57
FR ZT1267	3.500% 2.500%	04/05/18	03/01/28	3,075		111,436.17	113,978.30	(530.22)	113,448.08	325.02
FN CA1940	4.000%	08/21/19	05/25/28	3,160		356,165.75	361,118.69	(29.90)	361,088.79	742.01
FNMA Pool #AU1266	3.000%	07/11/18 10/31/17	06/01/28 07/25/28	3,167	3.080%	415,062.50	427,384.66	(2,169.27)	425,215.39	1,383.54
Fannie Mae Pool	4.000%	03/18/19	03/25/29	3,221 3,464	2.240% 3.050%	435,603.36	446,697.62	(1,257.07)	445,440.55	1,089.01
FNMA Pool #AS4197	3.500%	07/16/15	03/23/29	3,464	2.620%	268,582.88 187,959.31	276,850.20	(681.11)	276,169.09	895.28
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	3,746	2.020%	298,127.14	199,001.93	(2,588.07)		548.21
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	4,050	2.550%	302.014.20	311,216.77 321,597,92	(2,391.12)	308,825.65	745.32
FN FM1082	3.000%	08/19/19	09/25/31	4,378		481,681.55	321,597.92 495,605.16	(4,268.49)	317,329.43	880.87
FG G16720	3.500%	01/25/19	11/15/31	4,429		329,713.74	335,020.07	(153.64)	495,451.52	1,204.20
FG G16635	3.000%	04/18/19	02/15/32	4,521	2.790%	531,939.77	536,157.89	(395.98) (192.35)	334,624.09	961.67
Fannie Mae Pool	3.500%	02/13/18	01/25/33	4,866	2.980%	485,071.26	496,288.53	(1,761.94)	535,965.54 494,526.59	1,329.85 1,414.79
Freddie Mac Pool	4.000%	06/07/18	02/15/33	4,887	3.260%	230,522.20	237,473.89	(910.45)	236,563.44	768.41
FN CA1455	4.000%	12/20/18	03/25/33	4,925	3.290%	496,071.56	508,977.17	(980.66)	507,996.51	1,653.57
FN CA2261	4.000%	02/05/19	08/01/33	5,054	3.130%	282,655.64	291,841,96	(648.51)	291,193.45	942.19
Fannie Mae Pool	4.000%	03/01/19	02/25/34	5,262	3.240%	596,528.21	613,771.61	(1,289.03)	612,482.58	1,988.43
FN BM5830	3.500%	06/05/19	04/25/34	5,321	2.540%	624,650.54	648,074,93	(917.58)	647,157.35	1,821.90
FHR 3745 NP	4.000%	09/12/19	06/15/39	7,198	3.080%	227,734.97	235,874.71	0.01	235,874.72	759.12
FHLMC Multifamily Structured Pool	4.251%	06/12/18	01/25/20	117	1.570%	384,448.60	392,257.70	(6,492.70)	385,765.00	1,361.91
Fannie Mae Series 2016-M1 ASQ2	2.132%	01/29/16	02/01/21	490	1.680%	189,350.81	191,240.98	(1,617.99)	189,622.99	336.41
FHMS KJ23 A1	3.174%	12/07/18	03/01/22	883	3.050%	746,931.54	746,925.57	(0.01)	746,925.56	1,975.63
FHLMC Multifamily Structured Pool	2.396%	03/28/19	06/25/22	999	2.440%	600,000.00	598,640.63	58.33	598,698,96	1,198.00
FHLMC Multifamily Structured Pool	2.716%	04/02/19	06/25/22	999	2.460%	650,000.00	651,625.00	(393.52)	651,231.48	1,471.17
FHLMC Multifamily Structured Pool FHLMC Multifamily Structured Pool	2.355%	08/14/19	07/25/22	1,029	1.440%	470,000.00	475,728.13	(144.23)	475,583.90	922.38
FHLMC Multifamily Structured Pool	2.682%	06/13/19	10/25/22	1,121	1.700%	650,000.00	659,750.00	(755.41)	658,994.59	1,452.75
Fannie Mae ACES	2.510% 2.280%	06/12/19	11/25/22	1,152	1.920%	650,000.00	655,687.50	(465.19)	655,222.31	1,359.58
Fannie Mae ACES	2.280%	09/04/19 09/04/19	12/25/22 12/25/22	1,182	1.420%	312,849.94	316,948.59	(52.55)	316,896.04	594.41
FHLMC Series K032 A1	3.016%	06/13/18	02/01/23	1,182 1,220	1.820% 2.880%	578,952.19	582,559.64	(0.71)	582,558.93	1,100.01
FHLMC Multifamily Structured Pool	2.669%	06/13/18	02/25/23	1,244	2.810%	179,951.84 203.892.28	180,380.63	(243.36)	180,137.27	452.28
FHMS J22F A1	3.454%	11/07/18	05/25/23	1,333	3.280%		202,848.94	173.76	203,022.70	453.49
FHMS KP05 A1	3.203%	12/07/18	07/01/23	1,333		276,576.08 262,831.34	276,568.62	(0.01)	276,568.61	796.08
FHLMC Multifamily Structured Pool	2.741%	10/31/17	10/25/23	1,486	2.010%	627,141.82	262,830.54 639,683.41	0.01	262,830.55	701.54
FHLMC Multifamily Structured Pool	2.951%	12/15/17	02/25/24	1,609	2.240%	619,815.80	632,190.45	(4,135.98) (3,682.45)	635,547.43 628,508.00	1,432.50
FHMS K732 A1	3.627%	06/20/18	09/25/24	1,822	2.900%	338,538.36	345,304.40			1,524.23
FNA 2017-M15 AV1	2.723%	11/30/17	11/25/24	1,883	2.230%	59,610.47	60,330.68	(1,396.81) (164.55)	343,907.59 60,166.13	1,023.23 135.22
FHMS KJ25 A1	2.149%	09/18/19	11/25/24	1,883	2.090%	325,000.00	324,998.05	1.95	325,000.00	582.02
FHMS K047 A1	2.827%	06/18/19	12/25/24	1,913	2.140%	647,083.29	658,205.05	(487.89)	657,717.16	1,524.42
FHLMC Multifamily Structured Pool	3.139%	04/11/19	06/25/25	2.095	2.420%	685,986.93	699,705.98	(965.49)	698,740.49	1,794.43
FHMS K736 A1	1.895%	09/04/19	06/25/26	2,460	1.710%	345,000.00	346,725.00	0.00	346,725.00	544.81
FHS 287 150	1.500%	12/21/17	10/15/27	2,937	2.480%	439,997.20	426,797.27	1,217.53	428,014.80	550.00
Freddie Mac	3.000%	05/03/19	04/15/34	5,311		617,265.00	620,303.10	(185.19)	620,117.91	1,543.16
HLB Notes	1.375%	09/08/17	09/28/20	364	1.480%	600,000.00	598,074.00	1,290.89	599,364.89	68.75
FHLB Global Note	1.125%	08/02/16	07/14/21	653	1.210%	1,000,000.00	996,160.00	2,428.11	998,588.11	2,406.25
FHLB Global Note	1.125%	07/14/16	07/14/21	653	1.250%	1,525,000.00	1,515,726.48	5,893.19	1,521,619.67	3,669.53
Fannie Mae Notes	1.875%	04/06/17	04/05/22	918	1.970%	1,120,000.00	1,114,971.20	2,434.11	1,117,405.31	10,266.67
FHLB (Callable) Notes	2.700%	05/02/19	04/29/22	942	2.700%	320,000.00	320,000.00	0.00	320,000.00	3,648.00
Fannie Mae Notes	2.500%	02/07/19	02/05/24	1,589	2.580%	930,000.00	926,540.40	423.39	926,963.79	3,616.67
FHLB Bonds	2.500%	02/14/19	02/13/24	1,597	2.580%	1,020,000.00	1,016,389.20	428.55	1,016,817.75	3,400.00
	Weighted A	vg Maturity	1,495		2.087%	\$ 67,311,052.99	\$ 67,613,529.49	(142,770.80)	\$ 67,470,758.69 \$	242,863.40

FUND SOURCE	COUPON F	PURCHASE DATE	MATURITY OATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 09/30/19
Water Fund L-T Water Capital Reserve (01-121900)										
IIIT - Money Market (PFM Asset Management)	2.110%	09/30/19	10/01/19	1	2.110%	311,218.33	311,218.33	0.00	311,218.33	-
US Treasury Notes	1.750%	02/03/16	10/31/20	397	1.350%	150,000.00	152,777.35	(2, 127.76)	150,649.59	1,098.51
US Treasury Notes	2.000%	03/28/16	11/30/20	427	1.380%	265,000.00	272,442.77	(5,544.88)	266,897.89	1,781.15
US Treasury Notes	1.625%	11/14/16	11/30/20	427	1.400% 1.800%	320,000.00 500,000.00	322,800.00 496,425.78	(1,977.84) 63.07	320,822.16 496,488.85	1,747.54 2.310.45
US Treasury Notes	1.375% 1.625%	09/19/19 09/19/19	05/31/21 06/30/21	609 639	1.790%	250,000.00	249,296.88	11.87	249,308.75	1,026.66
US Treasury Notes US Treasury Notes	2.000%	03/28/16	10/31/21	762	1.520%	275,000.00	282,014.65	(4,332.95)	277,681.70	2,301.63
US Treasury Notes	1.500%	12/30/15	01/31/22	854	2.040%	75,000.00	72,697.27	1,387.34	74,084.61	189.54
US Treasury Notes	1.500%	09/03/15	01/31/22	854	1.870%	350,000.00	342,234.38	4,833.62	347,068.00	884.51
US Treasury Notes	1.875%	05/01/19	04/30/22	943	2.230%	500,000.00	494,863.28	689.21	495,552.49	3,923.23
US Treasury Notes	1.625%	02/26/15	08/15/22	1,050	1.820%	175,000.00	172,662.11	1,401.63	174,063.74	363.20
US Treasury Notes	1.625%	12/04/15	11/15/22	1,142	1.930%	200,000.00	196,109.38	2,078.59	198,187.97	1,227.58
US Treasury Notes	1.500%	02/01/17	03/31/23	1,278	2.210%	425,000.00	407,800.78	7,147.32	414,948.10	17.42 1.288.96
US Treasury Notes	1.750%	04/24/15	05/15/23	1,323	1.790% 1.850%	195,000.00 175.000.00	194,390.62 170,378.91	324.99 1.596.05	194,715.61 171,974.96	608.10
US Treasury Notes	1.375% 1.375%	08/31/17 09/01/16	06/30/23 08/31/23	1,369 1,431	1.850% 1.470%	125,000.00	124,208.99	338.36	124,547.35	146.38
US Treasury Notes US Treasury Notes	1.375%	01/03/17	08/31/23	1.431	2.240%	200,000.00	189,320.31	4,202.51	193,522.82	234.20
US Treasury Notes	2.750%	12/05/16	11/15/23	1,507	2.260%	60,000.00	61,877.34	(727.68)		623.23
US Treasury Notes	2.750%	03/28/16	11/15/23	1,507	1.720%	150,000.00	160,974.61	(4,868.33)		1,558.08
US Treasury Notes	2.750%	10/09/15	11/15/23	1,507	1.910%	155,000.00	164,766.21	(4,608.53)		1,610.02
US Treasury Notes	2.750%	05/26/16	11/15/23	1,507	1.650%	275,000.00	296,097.66	(9,115.19)		2,856.49
US Treasury Notes	2.750%	10/05/16	02/15/24	1,599	1.460%	75,000.00	81,738.28	(2,649.36)		263.42
US Treasury Notes	2.500%	03/16/17	05/15/24	1,689	2.450%	300,000.00	300,960.94	(318.76)		2,832.88 3,305.03
US Treasury Notes	2.500%	06/03/19	05/15/24	1,689	1.900% 1.970%	350,000.00 285,000.00	359,871.09 285,545.51	(612.07) (168.76)		1,915.57
US Treasury Notes	2.000% 2.375%	06/28/17 03/28/16	05/31/24 08/15/24	1,705 1,781	1.810%	200,000.00	208,679.69	(3,475.96)		606.66
US Treasury Notes US Treasury Notes	2.375%	08/02/17	08/15/24	1,781	2.070%	200,000.00	204,039.06	(1,179.19)		606.66
US Treasury Notes	2.125%	12/01/17	11/30/24	1.888	2.280%	475,000.00	470,416.99	1,127.50	471,544.49	3,392.16
US Treasury Notes	2.125%	07/01/19	02/15/25	1,965	1.820%	250,000.00	252,412.11	(100.01)	252,312.10	638.59
US Treasury Notes	2.125%	05/03/16	05/15/25	2,054	1.760%	150,000.00	154,558.59	(1,634.60)		1,203.97
US Treasury Notes	2.875%	07/02/18	05/31/25	2,070	2.830%	250,000.00	250,732.42	(118.75)		2,415.47
US Treasury Notes	2.250%	07/06/16	11/15/25	2,238	1.320%	105,000.00	113,613.28	(2,856.51)		892.36
US Treasury Notes	2.250%	06/27/16	11/15/25	2,238	1.450%	115,000.00	123,036.52	(2,667.04)		977.34
US Treasury Notes	1.625%	06/04/18	05/15/26	2,419	2.930%	250,000.00	227,099.61 250,980.47	3,454.06 2,997.91	230,553.67 253,978.38	1,534.48 1,687.92
US Treasury Notes	1.625% 1.500%	09/10/18 11/06/18	05/15/26 08/15/26	2,419 2,511	2.900% 3.160%	275,000.00 150,000.00	132,949.22	1,770.89	134,720.11	287.36
US Treasury Notes	2.000%	12/04/18	11/15/26	2,603	2.920%	225,000.00	210,445.31	1,354.63	211,799.94	1,699.73
US Treasury Notes US Treasury Notes	2.250%	06/04/18	08/15/27	2,876	2.950%	250,000.00	236,035.16	1,791.59	237,826.75	718.41
US Treasury Notes	2.250%	08/01/19	08/15/27	2,876	1.950%	250,000.00	255,566.41	(99.30)	255,467.11	718.41
US Treasury Notes	2.250%	05/01/19	11/15/27	2,968	2.440%	250,000.00	246,328.13	162.25	246,490.38	2,124.66
US Treasury Notes	2.750%	01/30/19	02/15/28	3,060	2.710%	250,000.00	250,722.66	(46.04)		878.06
US Treasury Notes	3.125%	05/01/19	02/15/28	3,060	2.470%	150,000.00	158,320.31	(321.48)		1,770.55
US Treasury Notes	2.625%	06/03/19	02/15/29	3,426	2.120%	100,000.00	104,406.25	(131.70)		335.26 502.89
US Treasury Notes	2.625%	04/01/19	02/15/29	3,426	2.490%	150,000.00	151,769.53	(77.15)		502.09
US Treasury Bill	0.000%	09/19/19	02/06/20	129	1.870%	250,000.00	248,209.41	141.70	248,351.11	-
Intl Bank of Recons and Dev Notes (World Bank)	1.625%	03/14/16	03/09/21	526	1.730%	150,000.00	149,286.00	501.72	149,787.72	148.96
Asian Development Bank Note	1.625%	03/16/16	03/16/21	533	1.640%	150,000.00	149,884.50	80.84	149,965.34	101.56
Intl Bank of Recons and Dev Notes Global Notes	2.750%	07/18/18	07/23/21	662	2.830%	250,000.00	249,415.00	225.31	249,640.31	1,298.61
African Development Bank Supranational	1.625%	09/12/19	09/16/22	1,082	1.680%	160,000.00	159,748.80	2.96	159,751.76	93.89
MS ST Taxable GO Bonds	1.679%	02/18/15	10/01/19	1	1.680%	40,000.00	40,000.00	0.00	40,000.00	335.80
NY Trans Fin Auth, NY Txbl Rev Bonds	2.750%	04/23/15	02/01/20	124	1.880%	75,000.00	77,963.25	(2,747.98)		343.75
CT ST Taxable GO Bonds	2.294%	03/25/15	03/15/20	167	2.290%	70,000.00	70,000.00	0.00		71.37 425.57
UNIV OF CAL Taxable Rev Bonds	2.253%	03/25/15	05/15/20	228	2.250% 1.500%	50,000.00 100,000.00	50,000.00 100,000.00	0.00 0.00		425.57 625.00
NY Trans Fin Auth, NY Txbl Rev Bonds	1.500% 3.250%	07/14/16	05/01/21 03/15/23	579 1,262	3.250%	180,000.00	180,000.00	0.00		260.00
NY ST Dorm Auth Pils Txbl Rev Bonds Tamalpais UHSD, CA Txbl GO Bonds	1,971%	09/20/19	08/01/23	1,401	1.970%	75,000.00	75,000.00	0.00		-
NYC, NY Txbl GO Bonds	2.080%	09/25/19	08/01/23	1,401	1.940%	175,000.00	175,906.50	(2.50		485.33
Houston, TX Txbl GO Bonds	1.950%	08/23/19	03/01/24	1,614	1.950%	200,000.00	200,000.00	0.00		227.50
	2.021%	09/20/19	08/01/24	1,767	2.020%	60,000.00	60,000.00	0.00	60,000.00	

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 09/30/19
Water Fund L-T Water Capital Reserve (01-121900)	Continued									
FNMA Pool #AJ3174	3.500%	02/17/16	10/01/26	2,558		32,136.36	34,144.86	(484.91)	33,659,95	93
FNMA Pool #AT3221 FR ZT1267	3.500%	06/17/16	03/01/27	2,709	2.270%	38,055.65	40,457.90	(490.69)	39,967.21	111
	2.500%	08/21/19	05/25/28	3,160		92,768.76	94,058.82	(7.78)	94,051.04	193
FNMA Pool #AU1266 Fannie Mae Pool	3.000%	10/31/17	07/25/28	3,221	2.240%	100,523.85	103,084.08	(290.11)	102,793.97	251
NMA Pool #AS4197	4.000%	03/18/19	03/25/29	3,464	3.050%	56,972.11	58,725.79	(144.48)	58,581.31	189
HLMC Pool #U49048	3.500%	07/16/15	01/01/30	3,746	2.620%	46,437.02	49,165.19	(639.40)	48,525.79	135
NMA Pool #AL7738	3.000%	03/17/16	08/01/30	3,958	2.350%	44,719.07	46,682.51	(358.67)	46,323.84	111
N FM1082	3.500%	02/17/16	11/01/30	4,050	2.550%	49,847.03	53,079.32	(704.53)	52,374.79	145
G G16635	3.000% 3.000%	08/19/19 04/18/19	09/25/31	4,378	2.260%	122,781.57	126,330.73	(39.17)	126,291.56	306
N BM5462	3.000%		02/15/32	4,521	2.790%	113,987.09	114,890.97	(41.21)	114,849.76	284
reddie Mac Pool	4.000%	06/21/19 06/07/18	11/25/32	4,805	2.450%	156,658.17	160,207.46	(97.30)	160,110.16	391
FN CA1455	4.000%	12/20/18	02/15/33	4,887	3.260%	70,929.87	73,068.84	(280.13)	72,788.71	236
N CA2261	4.000%	02/05/19	03/25/33	4,925	3.290%	111,188.45	114,081.09	(219.81)	113,861.28	370
annie Mae Pool	4.000%	03/01/19	08/01/33	5,054	3.130%	60,569.07	62,537.56	(138.96)	62,398.60	201
N BM5830	3.500%	06/05/19	02/25/34	5,262	3.240%	121,918.17	125,442.37	(263.45)	125,178.92	406
HR 3745 NP	4.000%	09/12/19	04/25/34 06/15/39	5,321 7,198	2.540% 3.080%	156,162.64 50,101.69	162,018.75 51,892.44	(229.41) (0.01)	161,789.34 51,892.43	455 167
annie Mae Series 2016-M1 ASQ2	2.132%	01/29/16	02/01/21	490	1.680%	35,823.12	36,180.72	(306.11)	35,874.61	63
HLMC Multifamily Structured Pool	2.307%	09/04/19	08/25/22	1.060	1.250%	75,000.00	76,107.42	(15.60)	76,091.82	144
annie Mae ACES	2.280%	09/04/19	12/25/22	1,182	1.420%	75,515.50	76,504.83	(12.69)	76,091.82 76,492. 14	143
annie Mae ACES	2.280%	09/04/19	12/25/22	1,182	1.420%	75,515.50	76,504.83	(12.69)	76,492.14 76,492.14	
annie Mae ACES	2.280%	09/11/19	12/25/22	1,182	1.820%	140,243.08	141,116.93	(0.17)	141,116,76	143
HMS J22F A1	3.454%	11/07/18	05/25/23	1,333	3.280%	58,569.06	58,567.49	(0.01)	58,567.48	266
HMS KP05 A1	3.203%	12/07/18	07/01/23	1,370	3.110%	55,109.80	55,109.64	(0.01)	55,109,63	164
HLMC Multifamily Structured Pool	2.741%	10/31/17	10/25/23	1,486	2.010%	120,604.20	123,016.03			147
HLMC Multifamily Structured Pool	2.951%	12/15/17	02/25/24	1,609	2.240%	190,712.56	194,520.14	(795.37)	122,220.66	27
HMS K732 A1	3.627%	06/20/18	09/25/24	1,822	2.900%	96,725.26	98,658.41	(1,133.06)	193,387.08	46
HMS KJ25 A1	2.149%	09/18/19	11/25/24	1,883	2.090%	75,000.00	74,999.55	(399.08)	98,259.33	293
HMS K047 A1	2.827%	06/18/19	12/25/24	1,913	2.140%	165,622.50	168,469.14	0.45	75,000.00	134
HLMC Multifamily Structured Pool	3.139%	04/11/19	06/25/25	2.095	2.420%	149,127.59	152,109.98	(124.87)	168,344.27	390
HMS K736 A1	1.895%	09/04/19	06/25/26	2,460	1.710%	85,000.00	85,425.00	(209.88)	151,900.10	390
reddie Mac	3.000%	05/03/19	04/15/34	5,311	2.860%	113,956.62	114,517.50	0.00 (34.19)	85,425.00 114,483.31	134 284
HLB Global Note	1.125%	07/13/16	07/14/21	653	1.230%	250,000.00	248,767.50	783.64	249.551.14	601
annie Mae Notes	1.875%	04/06/17	04/05/22	918	1.970%	500,000.00	497,755.00	1,086.66	498,841.66	4,583
HLB (Callable) Notes	2.700%	05/02/19	04/29/22	942	2.700%	135,000.00	135,000.00	0.00	135,000.00	1,539
annie Mae Notes	2.500%	02/07/19	02/05/24	1,589	2.580%	195,000.00	194,274.60	88.78	194,363.38	758
HLB Bonds	2.500%	02/14/19	02/13/24	1,597	2.580%	215,000.00	214,238.90	90.33	214,329.23	716
NMA Notes	2.125%	04/26/16	04/24/26	2,398	2.210%	210,000.00	208,357.80	523.43	208,881.23	1,946
NMA Notes	2.125%	06/04/18	04/24/26	2,398	3.070%	250,000.00	233,645.00	2,479.68	236,124.68	2,316
NMA Benchmark Note	1.875%	12/20/18	09/24/26	2,551	2.970%	500,000.00	462,350.00	3,406.66	465,756.66	182
	Weighted A	vg Maturity	1,783		2.178%	\$ 17,364,499.69	\$ 17,347,063.70	(13,838.52)	\$ 17,333,225.18	81,666
apital Reserve (01-122000)										
IT - Money Market (PFM Asset Management)	2.110%	09/30/19	10/01/19	1	2.110%	441,864.30	441,864.30	0.00	441,864.30	
S Treasury Notes	1.375%	08/30/17	08/31/20	336	1.450%	2,000,000.00	1,995,703.13	2,967.15	1,998,670.28	2,342
S Treasury Notes	1.375%	10/05/17	09/30/20	366	1.640%	1,620,000.00	1,607,533.59	8,235.89	1,615,769.48	60
S Treasury Notes	1.375%	11/01/17	10/31/20	397	1.770%	1,200,000.00	1,186,406.25	8,602.85	1,195,009.10	6,904
Treasury Notes	2.000%	03/24/16	11/30/20	427	1.380%	1,000,000.00	1,028,007.82	(20,881.59)	1,007,126.23	6,72
Treasury Notes	1.750%	12/01/17	12/31/20	458	1.910%	2,500,000.00	2,488,281.25	6,883.60	2,495,164.85	11,05
Treasury Notes	1.375%	01/02/18	01/31/21	489	2.050%	750,000.00	735,029.30	8,373.69	743,402.99	1,73
S Treasury Notes	2.375%	03/11/19	04/15/21	563	2.470%	500,000.00	498,984.38	269.52	499,253.90	5,48
Treasury Notes	2.625%	06/11/18	05/15/21	593	2.660%	500,000.00	499,531.25	207.46	499,738.71	4,95
Treasury Notes	2.625%	07/02/18	05/15/21	593	2.640%	1,475,000.00	1,474,308.59	307.84	1,474,616.43	14,62
Treasury Notes	1.625%	07/01/19	06/30/21	639	1.770%	600,000.00	598,335.94	203.68	598,539.62	2,46
Treasury Notes	1.750%	08/12/19	07/31/21	670	1.580%	350,000.00	351,121.09	(72.02)	351,049.07	1,03
Treasury Notes	1.125%	08/02/19	08/31/21	701	1.720%	500,000.00	493,925.78	451.85	494,377.63	479
Treasury Notes	1.125%	09/05/18	09/30/21	731	2.720%	535,000.00	510,005.47	8,477.60	518,483.07	16
Treasury Notes	2.500%	01/29/19	01/15/22	838	2.550%	1,425,000.00	1,423,163.08	410.61	1,423,573.69	7,550
Treasury Notes	1.500%	01/07/19	01/31/22	854	2.490%	2,500,000.00	2,427,343.75	16,774.23	2,444,117.98	6,31
Treasury Notes	1.750%	03/07/19	02/28/22	882	2.460%	2,250,000.00	2,204,296.88	8,403.23	2,212,700.11	3,35
Treasury Notes	2.250%	05/28/19	04/15/22	928	2.090%	820,000.00	823,683.59	(421.85)	823,261.74	8,51
Treasury Notes	1.875%	05/01/19	04/30/22	943	2.230%	1,700,000.00	1,682,535.16	2,343.29	1,684,878.45	13,336
6 Treasury Notes	1.875%	05/09/19	05/31/22	974	2.220%	1,150,000.00	1,138,410.16	1,456.58	1,139,866.74	7,24
S Treasury Notes	1.875%	06/03/19	05/31/22	974	1.850%	2,500,000.00	2,501,757.81	(183.83)	2,501,573.98	15,75
		06/03/19	05/04/00							
3 Treasury Notes 3 Treasury Notes	1.875%	00/03/19	05/31/22	974	1.850%	500,000.00	499,101.56	46.83	499,148.39	1,854

	COUPON P				YIELD TO	PAR	PURCHASE	AMORTIZED DISCOUNT		AOBTIZED COST	П	CCRUED NTEREST 09/30/19
FUND SOURCE	RATE	DATE	DATE		(COST)	VALUE	PRICE	(PREMIUM)	AIN	MORTIZED COST		
Capital Reserve (01-122000) Continued												
Inil Bank of Recons and Dev Notes Global Notes	2.750%	07/18/18	07/23/21	662		420,000.00	419,017.20	378.52		419,395.72		2,181.67
African Development Bank Supranational	1.625%	09/12/19	09/16/22	1,082	1.680%	455,000.00	454,285.65	8.43		454,294.08		267.00
NY ST Dorm Auth Pits Txbl Rev Bonds	3.100%	12/12/18	03/15/21	532	3.100%	355,000.00	355,000.00	0.00		355,000.00		489.11
Tamaipais UHSD, CA Txbl GO Bonds	1.971%	09/20/19	08/01/22	1,036	1.970%	370,000.00	370,000.00	0.00		370,000.00		-
NYC, NY Txbl GO Bonds	2.080%	09/25/19	08/01/23	1,401	1.940%	465,000.00	467,408.70	(6.64))	467,402.06		1,289.60
FN AB8565	2.000%	04/09/18	03/25/23	1,272	2.520%	163,562.03	161,619.73	402.25		162,021.98		272.60
Fannie Mae Pool	3.500%	04/17/18	06/25/26	2,460	2.820%	350,659.65	357,015.35	(867.17)		356,148.18		1,022.76
Fannie Mae Pool	3.500%	04/17/18	08/25/26	2,521	2.830%	332,515.69	338,542.52	(799.01))	337,743.51		969.84
FN AL2092	3.000%	03/06/18	07/25/27	2,855	2.900%	305,481.43	305,863.31	(109.63))	305,753.68		763.70
Fannie Mae Pool	3.500%	04/05/18	02/25/28	3,070	2.770%	458,164.24	468,616.11	(2,143.45))	466,472.66		1,336.31
Fannie Mae Pool	3.500%	04/05/18	03/25/28	3,099	2.780%	260,017.77	265,949.43	(1,237.21))	264,712.22		758.39
Fannie Mae Pool	3.500%	04/05/18	04/25/28	3,130	2.820%	325,535.09	332,656.17	(1,514.84)	j	331,141.33		949.48
FR ZT1267	2.500%	08/21/19	05/25/28	3.160	2.040%	243,517.98	246,904.40	(20.44)		246,883.96		507.33
FN CA1940	4.000%	07/11/18	06/01/28	3.167	3.080%	300,426.20	309,345.10	(1,570.14)		307,774.96		1,001.42
Fannie Mae Pool	4.000%	03/18/19	03/25/29	3,464	3.050%	158,708.06	163,593.30	(402.48)		163,190.82		529.03
Fannie Mae Pool	4.000%	03/01/19	02/25/34	5.262	3.240%	348,337.64	358,406,77	(752.71		357,654.06		1,161.13
FHR 3745 NP	4.000%	09/12/19	06/15/39	7,198	3.080%	154,859.78	160,394.81	0.00		160,394.81		516.20
Freddie Mac Series 4459 NB	4.500%	06/11/15	01/01/20	93	0.770%	25.43	26.66	(1.17)	3	25.49		0.10
FHMS K006 A2	4.251%	06/12/18	01/25/20	117	1.570%	278,267.56	283,919.87	(4,699.49		279,220.38		985.76
	3.174%	12/07/18	03/01/22	883	3.050%	388.016.40	388,013.29	0.01		388,013,30		1,026.30
FHMS KJ23 A1	2.396%	04/02/19	06/25/22	999	2.440%	350,000.00	349,207.03	34.03		349,241.06		698.83
FHLMC Multifamily Structured Pool	2.396%	04/02/19	06/25/22	999	2.440%	350,000.00	349,207.03	34.03		349,241.06		698.83
FHLMC Multifamily Structured Pool		04/02/19	06/25/22	999	2.460%	500,000.00	501,250.00	(302.70		500,947.30		1,131.67
FHLMC Multifamily Structured Pool	2.716%		07/25/22	1,029	1.440%	320,000.00	323,900.00	(98.20		323,801.80		628.00
FHLMC Multifamily Structured Pool	2.355%	08/14/19		1,060	1.250%	225,000.00	228,322.27	(46.82		228,275.45		432,56
FHLMC Multifamily Structured Pool	2.307%	09/04/19	08/25/22 10/25/22	1,121	1.700%	450.000.00	456,750.00	(522.98		456,227.02		1,005.75
FHLMC Multifamily Structured Pool	2.682%	06/13/19					453,937.50	(322.96		453,615.44		941.25
FHLMC Multifamily Structured Pool	2.510%	06/12/19	11/25/22	1,152	1.920%	450,000.00	394,403.73	(322.00		394,403.25		744.73
Fannie Mae ACES	2.280%	09/11/19	12/25/22	1,182	1.820%	391,961.42				130,599.53		327.90
FHLMC Series K032 A1	3.016%	06/13/18	02/01/23	1,220	2.880%	130,465.09	130,775.96	(176.43		149,209.46		333.29
FHLMC Multifamily Structured Pool	2.669%	06/13/18	02/25/23	1,244	2.810%	149,848.56	149,081.76	127.70		169,194.90		487.01
FHMS J22F A1	3.454%	11/07/18	05/25/23	1,333	3.280%	169,199.47	169,194.91	(0.01				1,043.50
FHMS K047 A1	2.827%	06/18/19	12/25/24	1,913	2.140%	442,943.92	450,557.03	(333.97	,	450,223.06		1,043.30
FNMA Notes	1.500%	07/28/17	07/30/20	304	1.600%	2,500,000.00	2,492,425.00	5,440.48		2,497,865.48		6,354.17
FHLB Notes	1.375%	09/08/17	09/28/20	364	1.480%	1,300,000.00	1,295,827.00	2,796.94		1,298,623.94		148.96
Fannie Mae Notes	2.875%	10/30/18	10/30/20	396	2.910%	1,500,000.00	1,499,130.00	392.84		1,499,522.84		18,088.54
FHLB (Callable) Notes	2.700%	05/02/19	04/29/22	942	2.700%	905,000.00	905,000.00	0.00		905,000.00		10,317.00
	Weighted A	vg Maturity	920		2.094%	\$ 46,484,377.71	\$ 46,389,979.28	45,953.94	\$	46,435,933.22	\$	185,929.56
	TOTAL ALL	FUNDS			2.099%		\$155,648,996.69			155,553,980.18		510,459.90
	Less: Net U	oseilled Tra	des		========	=======================================	4010111111111	=========	= ==	(800,000,00)	====	==-
	2020. 1101 0	2							\$	154,753,980.18		
O-standard 00, 0040	90 DAY US	TOEACHO	VIELD		1.88%							
September 30, 2019					1.84%							
	3 month US											
	0-3 Year US				1.73%							
	1-3 Year US				1.69%							
		S Treasury II			1.64%							
	1-10 Year L	S Treasury	Index		1.64%							

DUPAGE WATER COMMISSION

ELMHURST, ILLINOIS

TREASURER'S REPORT

STATEMENT OF CASH FLOWS

For the Period from May 1, 2019 to September 30, 2019

CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from customers	· \$	55,407,680
Cash payments to suppliers		(50,452,828)
Cash payments to employees		(1,500,399)
Net cash from operating activities		3,454,453
CASH FLOWS FROM NONCAPITAL		
FINANCING ACTIVITIES		
Cash received from sales taxes		0
Cash received/paid from long term loans		(281,888)
Cash payments for net pension activity		0
Net cash from noncapital financing activ	vities	(281,888)
, rec cost in our noneapital infantsing active		(202,000)
CASH FLOWS FROM CAPITAL AND		
RELATED FINANCING ACTIVITIES		
Interest paid		0
Principal Paid		0
Construction and purchase of capital assets		(266,960)
Net cash from capital and related financ	ing activities	(266,960)
CASH FLOWS FROM INVESTING ACTIVITIES		
Investment income		1,711,908
Net cash from investing activities		1,711,908
Net Increase (Decrease) in cash and investments		4,617,513
CASH AND INVESTMENTS, MAY 1, 2019		171,151,957_
CASH AND INVESTMENTS, SEPTEMBER 30, 2019	· · · · · · · · · · · · · · · · · · ·	175,769,470
CASH AND INVESTMENTS, SELTEMBER SO, 2015	¥	= 1/3,/03,4/0

September 30, 2019
TREASURER'S REPORT
DPWC MONTHLY CASH/OPERATING REPORT

		9/	30/20	119		
	Reserv	END TARGETED e or Monthly Cash nount-Needed		Amount On Hand	Ov	Amount rer - (Under) Target
TABLE 1		Α	NAME OF	В		C
RESERVE ANALYSIS						
A .Operating Reserve # of days per current fiscal year management budget	\$	65,791,115 180	\$	67,175,759 184	\$	1,384,644
B. Capital Reserve	\$	44,739,500	\$	45,171,250	\$	431,750
C. Long Term Water Capital Reserve	\$	16,225,000	\$	17,198,225	\$	973,225
D. O+M Account (1)	\$	11,327,645	\$	33,607,607	\$	22,279,962
E. Current Construction Obligation and Customer Construction Escrows	\$	894,683	\$	894,683	\$	
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$	138,977,943	\$	164,047,524	\$	25,069,581

TABLE 2			
OTHER CASH			
F. General Fund		\$ 1	1,721,658
G. Sales Tax		\$	288
TOTAL TABLE 2-OTHER C	ASH	\$ 1	1,721,946
	TOTAL MONTH END FUNDS CASH BALANCE-Table1+2	\$ 17	5,769,470

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.



October 9, 2019

Ms. Cheryl Peterson DuPage Water Commission 600 East Butterfield Road Elmhurst, IL 60126-4648

Re: Insurance Analysis November 1, 2019-20 353 N. Clark Street Chicago, IL 60654

O 312 837 4470 TF 888 973 2323

E tom.wiedemann@alliant.com www.alliant.com

CA License No. 0803093

Mesirow Insurance Services, Inc., an Alliant-owned company

Dear Cheryl:

The purpose of this letter is to provide the results of the renewal negotiations for the insurance coverage that renews on November 1, 2019. The cost comparison is provided in the attached worksheet.

The annual cost, excluding the pollution coverage and crime which renews every three years, will increase 1.7% from the prior year.

- We recommend the liability program remain with Allied Public Risk/AWAC and Markel.
- We recommend binding the property program with AIG.
- We recommend the UST be renewed with Ironshore/Liberty.

Please let us know if you have any questions.

Regards,

Thomas, M Wiedemann

DuP	age Water C	Commission	ICON	
2019 RENE	Final Cost	Γ COMPAR	ISUN	
Coverage	2016	2017	2018	2019 Renewal
General/Auto				
Liability/Public Official	\$ 41,484	\$ 44,846	\$ 38,205	\$ 39,902
Crime*	\$ 3,167	\$ 3,167	\$ 2,931	\$ -
Lead Excess Liability	\$ 30,573	\$ 15,148	\$ 11,602	\$ 11,892
Excess Liability	\$ -	\$ 15,259	\$ 14,689	\$ 15,225
Property**	\$ 321,198	\$ 321,198	\$ 316,950	\$ 310,342
UST	\$ 1,326	\$ 1,491	\$ 1,664	\$ 3,662
Brokerage Fee	\$ 31,422	\$ 31,344	\$ 24,432	\$ 33,478
Subtotal	\$ 429,170	\$ 432,453	\$ 410,473	\$ 414,501
Pollution*			\$ 29,862	\$ -
Total Cost	\$ 429,170	\$ 432,453	\$ 440,335	\$ 414,501
Insurers	2016	2017	2018	2019 Renewal
General Liability	Arch	AWAC	AWAC	AWAC
Automobile	Arch	AWAC	AWAC	AWAC
Crime	Chartis	AIG	Hanover	Hanover
Excess Liability	Arch	AWAC	AWAC	AWAC
Excess Liability Layer 2	Alterra	Markel	Markel	Markel
Property	American Home	American Home	American Home	American Home
UST	Ill Union	Ill Union	Ill Union	Inronshore
Pollution	Lexington	Lexington	Beazley	Beazley
Limits	2016	2017	2018	2019 Renewal
General Liability / Public Off	\$1 Mil / \$3 Mil			
Automobile	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Crime	\$250,000	\$250,000	\$250,000	\$250,000
Excess Liability	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000
Excess Liability Layer 2	\$12,000,000	\$12,000,000	\$12,000,000	\$12,000,000
Property**	\$500,000,000	\$500,000,000	\$500,000,000	\$250,000,000
UST	\$1 Mil / \$3 Mil			
Pollution				
Deductibles	2016	2017	2018	2019 Renewal
General Liability	\$5,000	\$5,000	\$5,000	\$5,000
Automobile	\$500 Phys Dam	\$500 Phys Dam	\$500 Phys Dam	\$500 Phys Dam
Crime	\$25,000	\$25,000	\$25,000	\$25,000
Property	\$100,000	\$100,000	\$100,000	\$100,000
UST**	\$5,000	\$5,000	\$5,000	\$5,000
	*			
* Mulityear polices.				



October 9, 2019

Ms. Cheryl Peterson DuPage Water Commission 600 East Butterfield Road Elmhurst, IL 60126-4648

Re: Workers Compensation Renewal January 1, 2020 - 21

Dear Cheryl:

The purpose of this letter is to provide the renewal quotation of the workers compensation program with the Illinois Public Risk Fund (IPRF).

The attached quotation summarized the coverage and estimated renewal premium. The renewal premium is \$98,109 which is a 22.2% or \$17,814 increase from the 2018 estimated premium of \$80,304. At this time the carrier has not provide the grant amount for next year.

We recommend you approve the renewal at presented.

Please let us know if you have any questions.

Regards,

Thomas. M Wiedemann

353 N. Clark Street Chicago, IL 60654

O 312 837 4470 TF 888 973 2323 E tom.wiedemann@alliant.com

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Cost Control Through Cooperation Since 1985

Insurance Proposal

for

DuPage Water Commission

01/01/2020 through 01/01/2021

Code Number	Classification	Estimated Payroll		Rate Per \$100 Payroll	Premium
7520	Waterworks	\$ 2,286,800	\$	3.996	\$ 91,381
8601	Engineers	\$ 488,000	\$	0.501	\$ 2,445
8810	Clerical	\$ 896,300	\$	0.159	\$ 1,425
				Subtotal:	\$ 95,251
		3% Admir	nistra	tive Fee:	\$ 2,858
				TOTAL:	\$ 98,109

Premium Payable:

12 Equal Monthly Installments

Employers Liability: 3,000,000 / 3,000,000 / 3,000,000

DATE: October 8, 2019

REQUEST FOR BOARD ACTION

AGENDA SECTION	Administration Committee	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	A Resolution Approving Employee Insurance Benefits for Plan Year Beginning December 1, 2019 and ending November 30, 2020	APPROVAL	
	Resolution No. R-38-19	88	CHIP

Account No.: 01-60-612200

The Commission annually determines employee insurance benefits to be provided commencing December 1 of each year.

In consultation with Dato Pistorio Financial Group, Inc., staff is recommending that the Commission continue providing medical coverage through its current carrier, Blue Cross Blue Shield (BCBS), and continue paying 80 percent of the premiums for eligible employees' coverage and for eligible employees' dependent coverage.

Staff is recommending that employees will be able to choose from the same four ACA Metallic Alternate Health Plans as the prior year. The Blue Platinum PPO Plan (P503PPO), Blue Gold HSA Plan (G533PPO), Blue Choice Preferred PPO Plan (G530BCE) and the Blue Precision HMO Plan (P506PSN). Please note that these plans have slightly changed. These changes include increases in the in-network deductibles, the out-of-pocket out-of-network limit has increased to unlimited, and the prescription drug coverage has changed (now includes higher co-pays for Non-Preferred Prescriptions) as well as other small changes.

Staff continues to work with Dato Pistorio Financial Group and Blue Cross Blue Shield regarding aligning the Commission's Healthcare Plans renewal and deductible dates to the calendar year. The current healthcare renewal date starts December 1st of each year and would be moved back to January 1st to match the deductible year. If the new January 1st healthcare rates do not exceed a 2% increase from the current purposed rates, the General Manager would be authorized to make this adjustment.

With respect to Vision, Dental and Life Insurance, staff is recommending that coverage continue to be with MetLife.

Even though deductibles and out-of-pocket expenses are increasing, staff is recommending that the Commission contribute the same amounts to the Health Savings Accounts as was contributed the prior year. For employees that elect self-only coverage under the Blue Cross Blue Shield HSA-Qualified High Deductible Health Plan, the Commission shall contribute, via electronic funds transfer, the sum of \$2,700.00. For employees that elect employee and spouse/child (employee + 1) coverage under the Blue Cross Blue Shield HSA-Qualified High Deductible Health Plan, the Commission shall contribute, via electronic funds transfer, the sum of \$4,500.00. For employees that elect family (employee + 2 or more) coverage under the Blue Cross Blue Shield HSA-Qualified High Deductible Health Plan, the Commission shall contribute, via electronic funds transfer, the sum of \$6,700.00.

AGENDA SECTION	Administration Committee	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	A Resolution Approving Employee Insurance Benefits for Plan Year Beginning December 1, 2019 and ending November 30, 2020	APPROVAL	
	Resolution No. R-38-19		

Staff is also recommending to further reduce future healthcare cost that the Commission continue to offer the HealthiestYou program. HealthiestYou is the most innovative telehealth solution on the market and complements our current benefit plans. Employees will have access 24/7 to more than 2300 licensed physicians via the phone. The cost to the Commission would be \$9.18 per employee per month.

Please note: With these recommended changes to the employee's insurance benefits, the Commission's costs for healthcare will increase by 3.3% compared to last year's costs. Dental coverage and the HealthiestYou Program costs will increase slightly by 2%. Vision coverage costs will remain the same as last year.

The Commission will also continue to offer Envision Flexible Spending Account to employees that would like to participate. The Commission pays a small monthly administration fee for this service.

A summary of the employee insurance benefits recommended by staff and associated premiums and administrative costs to be paid by the Commission are summarized in Exhibit 1 to Resolution No. R-38-19. A more detailed summary of benefits and comparison to current costs is attached to this Request for Board Action.

Resolution No. R-38-19 would suspend the purchasing provisions of the Commission's By-Laws and approve plan year 2020 eligible employee insurance benefits and associated premiums and administrative costs to be paid by the Commission as recommended by staff.

MOTION: To adopt Resolution No. R-38-19.



DUPAGE WATER COMMISSION RESOLUTION NO. R-38-19

A RESOLUTION APPROVING EMPLOYEE INSURANCE BENEFITS FOR PLAN YEAR BEGINNING DECEMBER 1, 2019 AND ENDING NOVEMBER 30, 2020

WHEREAS, the Commission annually determines employee insurance benefits to be provided commencing December 1 of each year; and

WHEREAS, in consultation with Dato Pistorio Financial Group, Inc., Commission staff recommends approval of the employee insurance benefits for the year beginning December 1, 2019 and ending November 30, 2020 (Plan Year 2020) summarized in Exhibit 1 attached hereto and by this reference incorporated herein. Staff continues to work with Dato Pistorio Financial Group and Blue Cross Blue Shield regarding aligning the Commission's Healthcare Plans renewal and deductible dates to the calendar year. The current healthcare renewal date starts December 1st of each year and would be moved back to January 1st to match the deductible year. If the new January 1st healthcare rates do not exceed a 2% increase from the current purposed rates, the General Manager would be authorized to make this adjustment;

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

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

SECTION TWO: The Plan Year 2020 employee insurance benefits and associated premium costs and administrative fees to be paid by the Commission, all as summarized in Exhibit 1 attached hereto, shall be and they hereby are approved for the Plan Year 2020. The General Manager shall be and hereby is authorized and directed to provide the insurance coverages and pay the associated premium costs and

administrative fees to be paid by the Commission as summarized in Exhibit 1 attached hereto without further act of the Board of Commissioners.

SECTION THREE: Notwithstanding any restrictions contained in Resolution No. R-27-90, as modified by Resolution Nos. R-34-90, R-34-96 as amended, R-46-04 as amended, R-5-05 as amended, R-6-08 as amended, R-54-08, and as amended by Resolution No. R-14-00, which prohibit, except in specified circumstances, the wire transfer of Commission funds to financial institutions not listed on the approved Depository List and to accounts not held in the name of the Commission, the Chairman, the Treasurer, the Finance Committee Chairman, the General Manager, or the Financial Administrator shall be and they hereby are authorized to direct the electronic transfer of Commission funds out of any Account held in the name of the Commission for the remittance of the Commission's contributions to the Health Savings Accounts established by the Commission for eligible employees that elect coverage under the Blue Cross Blue Shield HSA-Qualified High Deductible Health Plan as provided in Exhibit 1 attached hereto. In furtherance thereof, the General Manager shall be and hereby is authorized and directed to execute any agreements required to establish the Health Savings Accounts for eligible employees that elect coverage under the Blue Cross Blue Shield HSA-Qualified High Deductible Health Plan as provided in Exhibit 1 attached hereto as well as any agreement required to effectuate the electronic transfers hereinabove provided for. Upon execution by the General Manager, the agreements, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

Resolution No. R-38-19

SECTION FOUR: This Resolution shall be in full force and effect from and after its adoption, the Board of Commissioners of the DuPage Water Commission having determined, by a two-thirds majority vote, to suspend the purchasing provisions of the Commission's By-Laws.

AYES:	
NAYS:	
ABSENT:	
ADOPTED THIS DAY OF	, 2019.
ATTEST:	Chairman
Clerk	

Board/Resolutions/2019/R-38-19.docx

EXHIBIT 1

THE PLAN YEAR BEGINNING DECEMBER 1, 2019 AND ENDING NOVEMBER 30, 2020 EMPLOYEE INSURANCE BENEFITS

Plan Year 2020 Health Insurance Plans

The following health insurance plans or significantly similar plans shall be made available to Eligible Commission Employees/Retirees for Plan Year 2020 at the following rates:

Blue Cross Blue Shield Blue Platinum PPO Plan P503PPO with Prescription Drug benefit \$0/\$10/\$35/\$75/\$150/\$250

Employee	\$934.25
Employee & Spouse	\$1,868.49
Employee & Child	\$1,728.36
Family	\$2,662.60

Blue Cross Blue Shield Blue Gold HSA Plan G533PPO with Prescription Drug benefit 90%/90%/80%/70%/60%/50% after deductible

Employee	\$779.86
Employee & Spouse	\$1,559.73
Employee & Child	\$1,442.75
Family	\$2,222.61

Blue Cross Blue Shield Blue Choice Preferred PPO G530BCE with Prescription Drug benefit \$0/\$10/\$35/\$75/\$150/\$250

Employee	\$657.82
Employee & Spouse	\$1,315.65
Employee & Child	\$1,216.98
Family	\$1,874.80

Resolution No. R-38-19

Blue Cross Blue Shield Blue Precision Platinum HMO P506PSN with Prescription Drug benefit \$0/\$10/\$50/\$100/\$150/\$250

Employee	\$628.96
Employee & Spouse	\$1,257.92
Employee & Children	\$1,163.58
Family	\$1,792.54

The Commission's contribution for health insurance for Plan Year 2020 shall be 80% of the premium for eligible employees and their covered dependents for the selected health insurance plan.

Employees shall continue to pay 20% of the selected health insurance plan premium for themselves and their covered dependents.

For each eligible employee selecting the High Deductible Health Plan \$2,700/\$5,400/\$8,100 HSA Plan, the Commission shall establish a Health Savings Account funded in the following amounts:

Employee	\$2,700.00
Employee & Spouse	\$4,500.00
Employee & Children	\$6,700.00
Family	\$6,700.00

The Commission shall not establish, nor contribute to, Health Savings Accounts for retirees selecting the High Deductible Health Plan HSA Plan.

The Commission-established Employee Health Savings Accounts shall be administered by Mellon Bank as the Commission's third party administrator for Plan Year 2020 at a rate not-to-exceed \$4.00/account/month. Due to the uncertainty as to how many employees will elect this option, the Commission's annual not-to-exceed cost is \$3,000.00.

Plan Year 2020 Life Insurance

The life insurance benefit program for Eligible Commission Employees shall be through MetLife for Plan Year 2020 at a rate of \$0.29 x per \$1,000 of coverage per employee per month. The life insurance benefit is in the amount of one and one-half times the eligible employee's annual base pay rounded to the nearest \$1,000. The premium shall be paid in full by the Commission.

Plan Year 2020 Dental Insurance and Vision Insurance

The dental and vision insurance benefit program or significantly similar programs for Eligible Commission Employees shall be through MetLife for Plan Year 2020 and are as follows:

Please note: Dental rates have slightly increased, and Vision rates have remained the same as last year.

Coverage	Dental	Vision
Employee	\$52.16	\$11.46
Employee & Spouse	\$108.33	\$22.97
Employee & Children	\$103.99	\$19.45
Family	\$165.32	\$32.07

The Commission's contribution for dental and vision insurance for Plan Year 2020 shall be 80% of the dental and vision insurance plan premiums for eligible employees and their covered dependents.

Employees shall continue to pay 20% of the dental and vision insurance plan premiums for themselves and their covered dependents.

The Commission's contribution for the program called the HealthiestYou for Plan Year 2020 shall slightly increase to \$9.18 per employee per month. HealthiestYou is the most innovative telehealth solution on the market and complements our current benefit plans. Employees will have access 24/7 to more than 2300 licensed physicians via the phone.

DATE: October 7, 2019

REQUEST FOR BOARD ACTION

AGENDA	Omnibus Vote Requiring Super-	ORIGINATING	Administration
SECTION	Majority or Special Majority Vote	DEPARTMENT	
ITEM	A Resolution Suspending Purchasing Procedures and Approving Requisition 63063 for the purchase of a new Storage Area Network (SAN) System from IT Savvy, LLC. at the October 17, 2019 DuPage Water Commission Meeting. Resolution No. R-39-19	APPROVAL G	De V our

Account Number: 01-60-771200 (\$106,886.20)

Resolution No. R-39-19 would suspend purchasing procedures and approve requisition 63063 in the amount of \$106,886.20 thereby authorizing staff to purchase a new Storage Area Network (SAN) System from IT Savvy, LLC as listed.

Suspension of purchasing procedures for this purchase is in the best interest of the Commission as the current storage area network (SAN) system is at its end of life. The previous vendor, Sikich LLP, designed the current system with a life span of 5-7 years back in 2013, which it has now reached its end of life. The current SAN system is a Hewlett-Packard (HP) product and is no longer supported by HP. Last month in September, our SAN system experienced a mother board failure, prompting us to find third party vendors for support. The purchase of an updated SAN system is necessary on the functional side, but also advantageous on a purchasing side. IT Savvy has quoted us for an upgraded SAN system and has found a promotional discount from HPE Nimble Storage; if the SAN system is purchased in the month of October the Commission will receive a significant discount on the SAN system hardware.

The hardware listed in requisition 63063 would be used in the upgrading of the Commission's existing storage area network (SAN) system. This will involve installation of two SAN data storage devices divided between the pumping station and generator facility. The goal is to increase network reliability and capacity with data mirrored in two locations with automatic failover capability using VMware virtual server and SAN management software.

MOTION: To approve Resolution No. R-39-19.



DUPAGE WATER COMMISSION

RESOLUTION NO. R-39-19

A RESOLUTION SUSPENDING PURCHASING PROCEDURES AND APPROVING REQUISITION 63063 FOR THE PURCHASE OF A NEW STORAGE AREA NETWORK (SAN) SYSTEM FROM IT SAVVY, LLC. AT THE OCTOBER 17, 2019 DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission received a price quotation from IT Savvy LLC, dated as of October 7, 2019, in the amount of \$106,886.20 for a new storage area network (SAN) system as requested by Commission staff; and

WHEREAS, the net hardware price provided by IT Savvy will result in a savings to the DuPage Water Commission through a significant discount with the hardware provider HPE Nimble Storage; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to suspend purchasing procedures and accept the price quotation offered by IT Savvy LLC to supply the storage area network (SAN) system as requested by Commission staff;

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

<u>SECTION ONE</u>: The foregoing recitals are incorporated herein and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission as if fully set forth.

SECTION TWO: The price quotation of IT Savvy LLC, dated as of October 7, 2019, for a storage area network (SAN) system as requested by Commission staff shall be and it hereby is approved and accepted by the Board of Commissioners of the DuPage Water

Resolution No. R-39-19

Board/Resolutions/2019/R-39-19.doc

Commission and the requisition 63063 in the amount of \$106,886.20 necessary to effect purchase of said hardware is hereby approved without further act.

	SECTION THREE: This Resolution shall be in full force	and effect from and after its
adoptio	on.	
	AYES:	
	NAYS:	
	ABSENT:	
	ADOPTED THIS DAY OF	, 2019.
	Chairman	
ATTES	ST:	
Clerk		

Exhibit 1



ITsavvy LLC 313 South Rohlwing Road Addison, IL 60101 www.ITsavvy.com

Quote Details	
Quote #:	3286088
Date:	10/07/2019
Payment Method:	Net 30 Days
Client PO#:	
Cost Center:	
Shipping Method:	Ground

Bill To: ACCT #: 550938 DuPage Water Commission Accounts Payable 600 East Butterfield Road Elmhurst, IL 60126 United States 630-516-1918 Ship To: DuPage Water Commission Mike Hughes 600 E Butterfield Rd Elmhurst, IL 60126-4642 United States 630-516-1918

Client Contact: Alan Stark (P) 630-834-0100 stark@dpwc.org Client Executive: Jim Mundall (P) 630.396.6311 (F) 630.396.6322 jmundall@ITsavvy.com

Description: HPE Nimble Storage

	Item Description	Part #	Tax	Qty	Unit Price	Tota
1	HPE Nimble Storage Adaptive Flash HF20 Base Array Solid state / hard drive array - 24 bays - iSCSI (10 GbE) (external) - rack-mountable - 4U - CTO	21055745	Y	2	\$16,833.09	\$33,666.18
2	HPE Nimble Storage HDD Bundle Hard drive - 1 TB (pack of 21) - for Nimble Storage Adaptive Flash HF20 Base Array, HF20C Base Array	21059919	Υ	2	\$6,473.60	\$12,947.20
3	HPE Nimble Storage 2-port Adapter Kit Network adapter - 10Gb Ethernet x 2 - factory integrated - for Nimble Storage Adaptive Flash HF20, HF60; Nimble Storage All Flash AF20, AF40, AF60, AF80	21055734	Y	2	\$2,190.30	\$4,380.60
4	Nimble Storage NOS Default Software License	21055737	Υ	2	\$0.01	\$.02
5	HPE Nimble Storage Cache Bundle Solid state drive - 480 GB - factory integrated (pack of 6) - for Nimble Storage Adaptive Flash HF20 Base Array	21060134	Υ	2	\$9,462.09	\$18,924.18
6	HPE Nimble Storage Power cable - IEC 60320 C14 to IEC 60320 C19 - 250 V - 15 A - 6 ft - factory integrated - for Nimble Storage Adaptive Flash HF20, HF40, HF60; Nimble Storage All Flash AF20, AF60, AF80	21698661	Υ	4	\$0.00	\$.00
7	HPE Nimble Storage Foundation Care 4H Parts Exchange Support Extended service agreement - advance parts replacement (for 21TB storage array) - 5 years - shipment - 24x7 - response time: 4 h - for P/N: Q8B68B	21069702	N	2	\$1,628.19	\$3,256.38
	Q8B68B(2)					
8	HPE Nimble Storage Foundation Care 4H Parts Exchange Support Extended service agreement - advance parts replacement - 5 years - shipment - 24x7 - response time: 4 h - for P/N: Q8H80A, Q8H85A, Q8J29A	21086247	N	2	\$2,212.31	\$4,424.62
	Q8J29A(2)					
9	HPE Nimble Storage Foundation Care 4H Parts Exchange Support Extended service agreement - advance parts replacement - 5 years - shipment - 24x7 - response time: 4 h	21054924	N	2	\$6,266.92	\$12,533.84
	Q8H72A(2)					
10	HPE Nimble Storage Foundation Care 4H Parts Exchange Support Extended service agreement - advance parts replacement (for 2x10GBASE-T 2 ports adapter) - 5 years - shipment - 24x7 - response time: 4 h - for P/N: Q8B86B, Q8C62B	21069703	N	2	\$1,036.94	\$2,073.88
	Q8B86B(2)					
11	HPE Installation & Startup Service Installation / configuration - on-site	20682802	N	2	\$2,853.53	\$5,707.06
	Q8H72A(2)					
12		ASG-ES- ENG	N	1	\$3,500.00	\$3,500.00
	Details Specified in SOW					

13		ct 1950 12XGT 4SFP+ Base-T + 4 x 1 Gigabit / 10 G	igabit SFP+ - desktop, ra	ack-mountable	20128216	Υ	1	\$1,244.42	\$1,244.42
14	ITsavvy-ASG Production Details Specified in	essional Svc	The same of the sa		ASG-ES- ENG	N	8	\$350.00	\$2,800.00
	Rates that may be M_F 8-5: \$175.00/ IMPORTANT: Actu Other expenses wi	nour, M-F Evenings \$262.50, al hours and expenses will b	Weekends \$350.00 e billed						
15	ITsavvy-ASG Prof Details Specified in	essional Svc			ASG-ES- ENG	N	8	\$175.00	\$1,400.00
	IT Savvy to assist v	vith San Install							
	Rates that may be Remote: \$175.00/h IMPORTANT: Actu Other expenses wil ITsavvy does not e	our, On Site \$175.00.00, Mo al hours and expenses will b I be billed. stimate or guarantee number	nday- Friday 9-5 Travel S e billed of hours on a T&M enga	agement					
		rket Value	\$1 Bu	y Out				Subtotal:	\$106,858.38
36 N	fonth FMV / MO	60 Month FMV / MO	36 Month \$1 / MO	60 Month \$1 /	МО			Shipping: Tax:	\$27.82 Exempt
	\$3,181.44	\$2,103.94	\$3,512.86	\$2,2	52.81			TOTAL:	\$106,886.20
ITsavi not. H	vy is always looking dowever, prices are e without notice. The	to deliver the lowest cost pos subject to increases without a is document is a quotation of	ore. esible to our clients. This notice in the event of a m nly and is not an order o	s results in fluctua nanufacturer or di r offer to sell.	ting prices the	e increa	ase. Ava	ailable inventory i	s subject to
purcha	ase.								
Unless or mat	s specifically listed a erial.	bove, these prices do NOT in	nclude applicable taxes, i	insurance, shippir	ng, delivery,	setup fe	ees, or a	ny cables or cab	ing services
All nor	-recurring services	are 50% due upon signing of	contract, 40% due upon	delivery of equip	ment, baland	ce due i	upon ins	tall.	
ITsavv		and Conditions of Sale, which							rated into all
Printe	d Name:		Ti	tle:					
Author	rized Signature:		Da	ate:					

DATE: October 10, 2019

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Pipeline
ITEM	A Resolution Awarding a Contract for the Fabrication of Valve Stem Risers (Contract VSR-2/19)	APPROVAL	
	Resolution No. R-36-19	Sy	ON

Account No.: 01-60-751000

Pursuant to the Boards approval of Resolution R-29-19, A Resolution Directing Advertisement on a Contract for the Fabrication Of Valve Stem Risers (Contract VSR-2/19) Staff solicited sealed proposals for the fabrication of valve stem risers by direct invitation, as well as by posting notice on the Commission's website, and by notice published in the Daily Herald and The Chicago Tribune on August 26th and 27th 2019.

Sealed bids were received until 1:00 p.m., local time, October 1st, 2019, at which time all bids were publicly opened and read aloud. Of the five (5) companies that requested copies of the RFP document, five (5) proposals were received. Of the five proposals received (see tabulation below), the proposal of High Speed Welding Inc. was deemed the most favorable to the interests of the Commission

High Speed Welding Inc.	\$ 131,075.15
Rossi Contractors, Inc.	\$ 249,622.00
John Neri Construction Co., Inc.	\$ 257,295.00
Advanced Welding Ltd.	\$ 258,817.00
Create Cut Invent	\$ 325,762.00

Approval of Resolution No. R-36-19 would award the Contract for the Fabrication of Valve Stem Risers to High Speed Welding Inc. for the unit prices set forth in its Contract/Proposal, initially amounting to \$131,075.15

MOTION: To adopt Resolution No. R-36-19.



DUPAGE WATER COMMISSION

RESOLUTION NO. R-36-19

A RESOLUTION AWARDING A CONTRACT FOR THE FABRICATION OF VALVE STEM RISERS (CONTRACT VSR-2/19)

WHEREAS, sealed proposals for the Valve Stem Riser Fabrication were received on October 1st, 2019; and

WHEREAS, based upon staff's review of the proposals received, the Board of Commissioners of the DuPage Water Commission has determined that the proposal of High Speed Welding Inc. was the most favorable to the interests of the Commission;

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

<u>SECTION ONE</u>: The foregoing recitals are incorporated herein as findings of the DuPage Water Commission.

SECTION TWO: The DuPage Water Commission hereby awards the Contract for the Fabrication of Valve Stem Risers Fabrication to High Speed Welding Inc. for the unit prices set forth in Its Contract/Proposal, initially amounting to \$131,075.15, conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the General Manager of the Commission in accordance with the Request for Proposals document that is acceptable to the DuPage Water Commission.

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

Resolution No. R-36-19	
AYES:	
NAYS:	
ABSENT:	
ADOPTED THIS DAY OF	, 2019.
	Chairman
ATTEST:	
Clerk	

Board/Resolutions/2019/R-36-19.docx

DATE: September 23, 2019

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super- Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Operation	s
ITEM	A Resolution Suspending Purchasing Procedures and authorizing the General Manager to purchase material and labor service for the Commission's emergency generator system including ancillary equipment, at a cost not-to-exceed \$100,000.00 from Altofer Power Systems.	APPROVAL M	\mathcal{N}	<u> </u>
	Resolution No. R-37-19		A ·	Cur

Account Number: 01-60-656000 and 01-60-662100

Resolution No. R-37-19 would suspend purchasing procedures and authorize the General Manager to purchase material and labor service for the Commission's emergency generator system including ancillary equipment at a cost not-to-exceed \$100,000.00 from Altofer Power Systems. Altofer Power Systems formerly known as Patten Power Systems is Caterpillar's sole authorized service provider in Northern Illinois and Chicago Metropolitan area. Altofer Power Systems acquired Patten Power in 2018.

The Commission's emergency generator system, which includes five Caterpillar generators provide emergency power to operate the DuPage Pumping Station's large service pumps during utility power loss events.

Altofer Power Systems provides factory-trained technicians, customer service and support associated with Caterpillar products. Patten Power Systems now Altofer Power Systems provided the following services during and post construction of the Commission's PSD 7 Generator Facility Project: supervised the generator installation, customer/vender equipment start up, staff training, warranty and product enhancement service. Altofer Power Systems currently provides preventive maintenance service and periodic repair and troubleshooting services on the generator system and ancillary equipment as needed.

Material and labor services would be used on an as needed basis.

MOTION: To approve Resolution No. R-37-19.



DUPAGE WATER COMMISSION

RESOLUTION NO. R-37-19

A RESOLUTION SUSPENDING PURCHASING PROCEDURES AND AUTHORIZING THE GENERAL MANAGER TO PURCHASE MATERIAL AND LABOR SERVICE FOR THE COMMISSION'S EMERGENCY GENERATOR SYSTEM INCLUDING ANCILLARY EQUIPMENT, AT A COST NOT-TO-EXCEED \$100,000.00 FROM ALTOFER POWER SYSTEMS.

WHEREAS, the DuPage Water Commission's emergency generator system includes five Caterpillar generators that provide emergency power to operate the Commission's large service pumps during utility power loss events; and

WHEREAS, Altofer Power Systems is Caterpillar's sole authorized service provider in Northern Illinois and Chicago Metropolitan area; and

WHEREAS, Altofer Power Systems provide's factory-trained technicians, customer service and support associated with Caterpillar products; and

WHEREAS, Patten Power Systems now Altofer Power Systems provided the Commission the following services during and post construction of the PSD 7 Generator Facility Project: supervised generator installation, vender/customer equipment start up, staff training, warranty and product enhancement service; and

WHEREAS, Material and labor services would be used on an as needed basis; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to suspend purchasing procedures and authorize the General Manager to purchase material and labor services for the Commission's emergency generator system including ancillary equipment at a cost not-to-exceed \$100,000.00 from Altofer Power Systems;

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

<u>SECTION ONE</u>: The foregoing recitals are incorporated herein and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission as if fully set forth.

SECTION TWO: That the purchasing procedures contained in Article VIII of the Commission By-Laws are hereby suspended as provided by Article XII, Section 3 of the Commission By-Laws, and that the General Manager is here by granted the authority to purchase material and labor service for the Commission's emergency generator system including ancillary equipment at a cost not-to-exceed \$100,000.00 from Altofer Power Systems on an as needed basis without further act.

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

its adoption.		
AYES:		
NAYS:		
ABSENT:		
ADOPTED THIS	DAY OF	, 2019.
	Chairman	
ATTEST:		
Clerk		

DATE: October 8, 2019

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Instrumentation / Remote Facilities
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 at the October 17, 2019, DuPage Water Commission Meeting	APPROVAL	8m8
	Resolution No. R-40-19	<u>A3</u>	gr out

Account Number: 01-60-662300 (Estimated Cost of \$5,000.00)

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-40-19 would approve the following Work Authorization Order under the Quick Response Contracts.

Work Authorization Order No. 014: This work authorization is to Rossi Contractors Inc. and the work was completed, prior to board approval. The work was necessary to install a new ball valve with electrical isolation in the Meter Shop above the 3-Way valve prior to starting the annual customer meter testing program. Cathodic corrosion has been taking place on the 10" return pipe to the 84" supply. Adding an isolation kit will help the corrosion and adding the new valve provides a means of shutting down the pressure from the 84" supply in the Meter Shop. The Commission has the new valve and all the parts for the installation. Staff solicited cost estimates for this work from both of its QR-11 contractors and the results are listed in the table below:

Rossi Contractors Inc.	\$5,000.00
John Neri Construction Co Inc.	\$6,800.00

Approval of Resolution R-40-19 would approve Work Authorization Order No. 014 to Rossi Contractors Inc. for the installation of a new valve in the Meter Shop at an estimated cost of \$5,000.00.

MOTION: To adopt Resolution No. R-40-19.



DUPAGE WATER COMMISSION

RESOLUTION NO. R-40-19

A RESOLUTION APPROVING AND RATIFYING CERTAIN WORK AUTHORIZATION ORDERS UNDER QUICK RESPONSE CONTRACT QR-11/17 AT THE OCTOBER 17, 2019, 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:

<u>SECTION ONE</u>: 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.

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

Resolution No. R-40-19

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.

<u>SECTION THREE</u>: 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	ad	loptio	n.

AYES:

NAYS:		
ABSENT:		

ADOPTED this	day of	, 2019.

	Chairman
ATTEST:	

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET _1_ OF _2_

CONTRACT QR-11/17: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-11.014

LOCATION:

Meter Shop in Main Pumping Station, 600 E. Butterfield Rd, Elmhurst

CONTRACTOR:

Rossi Contractors, Inc.

DESCRIPTION OF WORK:

Install owner provided 10" valve, spool piece and isolation kit above existing 3-Way valve in Meter Shop. Existing 10" Flanged to plain end pipe to be removed and cut to appropriate length and used with owner provided 913 flanged coupling to complete piping to 3-Way valve.

REASON FOR WORK:

Adding valve above 3-Way valve for additional isolation from 84" supply. Adding isolation kit due to signs of cathodic corrosion occurring on piping.

MINIMUM RESPONSE TIME:

N/A

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

Qty 1 - 10" Ball valve

Qty 1 – 10" Spool piece

Qty 1 – 10" Flange Isolation kit

Qty 1 – 10" 913 Flange coupling

All necessary nuts, bolts, and flange gaskets

10" flanged to plain end pipe to be cut to fit on site

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS X 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:
CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE: By: Safety Rep: Name and 24-Hr Phone No.
Signature of Authorized Name and 24-Hr Phone No. Representative
DATE:

DATE: October 8, 2019

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 at the October 17, 2019, DuPage Water Commission Meeting	APPROVAL	Jul
	Resolution No. R-41-19	43	of car

Account Numbers: 01-60-663300 (Estimated Cost \$1,975.00)

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-41-19 would approve the following Work Authorization Order under the Quick Response Electrical Contract.

Work Authorization Order No. 014: This work authorization is to McWilliams Electric Co., Inc., to install a conduit between the RTU cabinet and the VFD enclosures at Tank Site 1 Pumping Station. The new conduit run is for additional wires required to allow remote reset of the VFD's when they fault. Staff solicited cost estimates for this work from both of its QRE-8/17 contractors and the results are listed in the table below:

McWilliams Electric Co. Inc.	\$1,975.00
Volt Electric, Inc.	\$5,024.00

Approval of Resolution R-41-19 would approve Work Authorization Order No. 014 to McWilliams Electric Co. Inc. for the installation of a new conduit at Tank Site 1 Pumping Station at an estimated cost of \$1,975.00.

MOTION: To adopt Resolution No. R-41-19.



DUPAGE WATER COMMISSION

RESOLUTION NO. R-41-19

A RESOLUTION APPROVING AND RATIFYING CERTAIN WORK AUTHORIZATION ORDERS UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-8/17 AT THE OCTOBER 17, 2019, 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:

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

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

Resolution No. R-41-19

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.

<u>SECTION THREE</u>: 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	, 2019
ATTE	ST:	Chairman
Clerk	 	

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET <u>1</u> OF <u>2</u>

CONTRACT QRE-8/17: QUICK RESPONSE ELECTRICAL CONTRACT
PROJECT: QRE-8.014
LOCATIONS: Tank Site 1 Pumping Station, Near Monaco Dr. and Central Ave, Roselle
CONTRACTOR: McWilliams Electric Co. Inc.
DESCRIPTION OF WORK : Provide and install 1" GRC conduit between the RTU cabinet and the three VFD drive cabinets. Provide pull string and 6-16 ga stranded wires using two different colors. Two wires for each VFD.
REASON FOR WORK : Existing conduits do not have enough room for the additional wire to add a remote reset function for the VFD's through the RTU.
MINIMUM RESPONSE TIME: None
COMMISSION-SUPPLIED MATERIALS, EQUIPMENT AND SUPPLIES TO BE INCORPORATED INTO THE WORK: None
THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER IS X IS NOT PRIORITY EMERGENCY WORK
IO I NONITI ENLENGENOT WORK
SUBMITTALS REQUESTED:

None

SUPP	LEMENTARY NOTIFICATION OF	POTEN	ITIALLY	HAZARDOUS CONDITIONS:
None				
SUPP	LEMENTARY CONTRACT SPECI	FICATION	ONS ANI	D DRAWINGS:
None				
			DuPAG	E WATER COMMISSION
		Ву:	Signatur Represe	re of Authorized entative
		DATE:		
CONT REPR	RACTOR RECEIPT ACKNOWL ESENTATIVE:		D AND	DESIGNATION OF SAFETY
υу.	Signature of Authorized Representative	Sale	ц Кер.	Name and 24-Hr Phone No.
DATE:				

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super- Majority or Special Majority Vote	ORIGINATING Engineering DEPARTMENT
ITEM	A Resolution Approving and Authorizing the Execution of a Master Agreements with Wight & Company for Professional Engineering Services	APPROVAL
	Resolution No. R-42-19	(AS) ON CHAP

Account Nos:

01-60-628000

As directed by the Board of Commissioners to engage additional Engineering firms and update existing contract provisions.

Resolution No. R-42-19 would authorize the General Manager to enter into a master agreements with Wight & Company for professional engineering services in connection with various projects as they arise. This master agreements would allow the commission to obtain from time to time professional engineering services in connection with the design and construction of extensions and improvements to the waterworks system and other projects of the commission. This master agreements would allow for the ease of administration between the Commission and the consultant to work under pre-agreed upon terms, conditions, and rates for such discrete projects described in task orders to be approved by the commission and consultant.

MOTION: To adopt Resolution No. R-42-19.



Dupage water commission RESOLUTION NO. R-42-19

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A MASTER AGREEMENT WITH WIGHT & COMPANY FOR PROFESSIONAL ENGINEERING SERVICES

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

WHEREAS, the Commission desires to obtain from time to time, and Wight & Company, desires to provide from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission; and

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

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

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

SECTION TWO: Master Agreements between the DuPage Water Commission and Wight & Company for Professional Engineering Services, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as

Resolution No. R-42-19

Board/Resolutions/R-42-19.docx

Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved and the General Manager shall be and hereby is authorized and directed to execute the Master Agreement in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Master Agreements shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Master Agreements executed by Wight & Company.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS __ DAY OF _______, 2019.

Chairman

ATTEST:

-2-

EXHIBIT 1

CONTRACT BETWEEN DUPAGE WATER COMMISSION

AND

Wight & Company

FOR

GENERAL ENGINEERING SERVICES
FOR THE DUPAGE WATER COMMISSION

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ATTACHMENT A – Supplemental Schedule of Contract Terms

ATTACHMENT B – Scope of Services

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ATTACHMENT E - Typical Plans, Sections, Schedules, Notes and Details

CONTRACT BETWEEN

DUPAGE WATER COMMISSION

AND

Wight & Company

FOR

GENERAL ENGINEERING SERVICES

FOR THE DUPAGE WATER COMMISSION

In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and Wight & Company, 2500 N. Frontage Road, Darien, IL 60561,, a C-Corporation ("Consultant"), make this Contract as of the [] day of [], 2019, and hereby agree as follows:

ARTICLE I THE SERVICES

1.1 Performance of the Services

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

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

- A. <u>Submittals Required</u>. Consultant shall submit to Owner all reports, documents, data, and information specifically set forth in Attachment C or otherwise required to be submitted by Consultant under this Contract and shall, in addition, submit to Owner all such reports, documents, data, and information as may be requested by Owner to fully document the Services ("Required Submittals").
- B. <u>Time of Submission and Owner's Review</u>. All Required Submittals shall be provided to Owner no later than the time, if any, specified in Attachment C or otherwise in this Contract. If no time for submission is specified for any Required Submittal, such Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, in Owner's reasonable opinion, to permit Owner to review the same prior to the commencement of any part of the Services to which such Required Submittal may relate. Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to this Contract. No Services related to any Required Submittal shall be performed by Consultant until Owner has completed review of such Required Submittal with no exception noted. Owner's review and stamping of any Required Submittal shall not relieve Consultant of the responsibility for the performance of the Services in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.
- C. <u>Responsibility for Delay</u>. Consultant shall be responsible for any delay in the Services due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Incorporation of Contract Provisions

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

1.5 Financial and Technical Ability to Perform

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

1.6 Time

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

Notwithstanding any other provision of this Contract, Consultant, including the Consultant's subconsultants, if any, shall not be responsible for any delay, default, or nonperformance hereunder, if and to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, act of government authority in its sovereign capacity, or any other cause beyond the reasonable control of such party.

1.7 Consultant's Personnel and Subcontractors

- Consultant's Personnel. Consultant shall provide all personnel necessary to complete the Services, including without limitation the "Key Project Personnel" identified in Attachment D. Consultant shall provide to Owner telephone numbers at which the Key Project Personnel can be reached on a 24 hour basis. Consultant and Owner may by mutual written agreement make changes and additions to the designations of Key Project Personnel. Prior to terminating the employment of any Key Project Personnel, or reassigning any of the Key Project Personnel to other positions, or upon receiving notification of the resignation of any of the Key Project Personnel, Consultant shall notify Owner as soon as practicable in advance of such proposed termination, reassignment, or resignation. Consultant shall submit justification, including a description of proposed substitute personnel, in sufficient detail to permit evaluation by Owner of the impact of the proposed action on the Services. No such termination, except for voluntary terminations by employees, and no such reassignment shall be made by Consultant without prior written approval of Owner. Consultant shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination, reassignment, resignation, or substitution.
- B. Approval and Use of Subcontractors. Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors and subcontracts used by Consultant shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor or subcontract shall not relieve Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Consultant. Every reference in this Contract to "Consultant" shall be deemed also to refer to all subcontractors of Consultant. Every subcontract shall include a provision binding the subcontractor to all provisions of this Contract.
- C. <u>Removal of Personnel and Subcontractors</u>. If any personnel or subcontractor fails to perform the part of the Services undertaken by it in a manner

satisfactory to Owner, Consultant shall immediately upon notice from Owner remove and replace such personnel or subcontractor. Consultant shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such removal or replacement.

- D. <u>Safety</u>. Consultant shall be responsible for providing and maintaining safe conditions for its employees at its workplace on or in the vicinity of Owner's facilities and appurtenances during performance of the Services. To the extent of protecting its employees, Consultant shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property. In addition:
 - It is expressly understood by the parties that Consultant's responsibility for safety conditions shall be strictly limited to its employees. It is expressly understood by the parties that Owner's responsibility for safety conditions shall be strictly limited to its employees.
 - Consultant is advised that potentially hazardous conditions 2. described in the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations, could be encountered during the performance of the Services, including without limitation energized electrical facilities and overhead wires; cranes, derricks, and other hoisting machinery with operational and use limitations, special hazard warnings and instructions, superstructures requiring proper barricading; underground utility facilities requiring protection, support, or removal to safeguard employees; excavations requiring, among other things, safe means of egress and protection from cave-ins, fall-ins, hazardous atmospheres, hazardous substances, and other hazardous conditions; and confined or enclosed spaces that are subject to the accumulation of hazardous substances or toxic or flammable contaminants or that have oxygen deficient or other hazardous atmospheres, requiring, among other things, independent fall ventilation. protection, respiratory equipment, communication with the outside, and safe means of egress. Consultant should take special notice of the potentially hazardous conditions identified in this paragraph and take all necessary precautions to guard against such potential hazards, including without limitation conducting employee safety training and education, posting warnings and instructions, testing and inspecting, and utilizing adequate protective and emergency systems, equipment, and devices, in as much safety for its employees remains Consultant's sole responsibility under this Contract. Consultant is directed to the Illinois Health and Safety Act, federal OSHA and Guidelines, including without Occupational Safety & Health Standards and Construction Industry

Safety & Health Regulations as outlined in Parts 1910 and 1926 of US Dept. of Labor Chapter XVII - Occupational Safety and Health Administration, Title 29, and US Dept. of Labor Document OSHA 2202 "OSHA Safety and Health Standards Digest," ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations for a further description of these potentially hazardous conditions and the regulations applicable thereto.

- Owner's notification of these potentially hazardous conditions should not be construed to be, nor interpreted as, an exclusive listing of the potentially hazardous conditions that could be encountered during the performance of the Services but, rather, such notice shall be construed to be, and interpreted as, exemplary only.
- 4. Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by Owner's construction contractors. Nor shall Consultant be responsible for the supervision of Owner's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors, with respect to their construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on Owner's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of Owner. In no event shall Consultant be liable for the acts or omissions of Owner's construction contractors. subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with Owner.

1.8 Owner's Responsibilities

Owner shall, at its sole cost and expense and except as otherwise provided in Attachment D: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require Board approval of Owner; (b) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility

locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in Attachments B and D; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) review and comment on all Required Submittals and other reports, documents, data, and information presented by Consultant; (h) except as otherwise provided in Attachment A, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in Attachments B and D: (i) except as provided in Article IV of this Contract provide, all accounting, insurance, and legal counseling services as may be necessary from time to time in the sole judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under this Contract.

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

- A. <u>Termination or Suspension for Convenience</u>. Owner shall have the right, for its convenience, to terminate or suspend the Services in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Services under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled. Consultant shall be entitled to additional compensation or the right to terminate this Contract in the event of any suspension that exceeds a period of 90 days.
- B. Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant (1) such direct costs, including overhead, as Consultant shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination; and (2) such other costs pertaining to the Services, exclusive of overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II CHANGES AND DELAYS

2.1 Changes

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

in the amount of the Services caused by any Change Order shall entitle Consultant to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

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

2.3 No Constructive Change Orders

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

ARTICLE III CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Standard of Care

A. <u>Standard of Care</u>. Consultant represents that the Services and all of its components shall be free from errors and omissions in design; shall conform to the requirements of this Contract; and shall be performed in accordance with recognized industry standards of professional practice, care, and diligence practiced by reputable consulting firms in performing services of a similar nature in existence at the time of performance of the Services for a similar type of owner operating similar facilities. The representation herein expressed shall be in addition to any other representations

expressed in this Contract, or expressed or implied by applicable law, which are hereby reserved unto Owner.

- B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications and represent Consultant's judgment as an experienced and qualified professional, familiar with the industry. Consultant does not guaranty that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.
- C. <u>Defective Services</u>. Whenever the term "defective" is used in the this Contract, the term shall mean professional services that fail to conform to this Section 3.1 and/or any specific terms and requirements contained in this Contract.

3.2 Corrections

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

3.3 Risk of Loss

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

ARTICLE IV FINANCIAL ASSURANCES

4.1 <u>Insurance</u>

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

been given by the insurance company to Consultant. Consultant shall notify Owner of any substantial changes or modification in such coverage within 30 days after Consultant becomes aware of same. Consultant shall immediately pass any such notice to Owner. Consultant shall, at all times while providing, performing, or completing the Services, including, without limitation, at all times while correcting any failure to meet the requirements of this Contract, maintain and keep in force, at Consultant's expense, at least the minimum insurance coverages and limits set forth in Attachment A.

4.2 Indemnification

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

ARTICLE V PAYMENT

5.1 Contract Price

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

5.2 Taxes, Benefits and Royalties

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

5.3 **Progress Payments**

- A. <u>Payment in Installments</u>. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("Progress Payments").
- B. <u>Pay Requests</u>. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish Consultant's prior payment for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Contract. In

addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase; and (d) Consultant's certification that all prior Progress Payments have been properly applied to the Services with respect to which they were paid. Owner may, by written notice to Consultant, designate a specific day of each month on or before which pay requests must be submitted.

5.4 Final Acceptance and Final Payment

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

5.5 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are defective, nonconforming or incomplete, or contain errors; (2) damage for which Consultant is liable under this Contract; (3) liens or claims of lien regardless of merit unless bonded over by Consultant or unless such liens were a result of Owner's failure to comply with its payment obligations in this Contract; (4) delay in the progress or completion of the Services unless due to causes that could not be avoided or controlled by Consultant; (5) inability of

Consultant to complete the Services; (6) failure of Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under this Contract; or (8) the cost to Owner, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract; provided, however, that Owner has provided Consultant with advance written notice of any such event, and Consultant has failed to cure or start to cure with due diligence such matter within ten business days after receipt of such written notice.

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

5.6 Accounting

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

ARTICLE VI REMEDIES

6.1 Owner's Remedies

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

1. Owner may require Consultant, within such reasonable time as may

be fixed by Owner, to complete or correct all or any part of the Services that are defective, nonconforming or incomplete, or contain errors; to accelerate all or any part of the Services; and to take any or all other action necessary to bring Consultant and the Services into compliance with this Contract.

- 2. Owner may accept the Services that are defective, nonconforming, incomplete, or dilatory, or contain errors, or part thereof, and make an equitable reduction in the Contract Price.
- 3. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
- 4. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Consultant, any and all costs, including reasonable attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
- 5. Owner may recover direct damages suffered by Owner.

6.2 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion/Prohibited Interests

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

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

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

7.4 Assignment

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

7.5 Confidential Information

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

of Owner that is required by law to be disclosed to any governmental agency, provided that before making such disclosure, Consultant shall give Owner a written notice and an opportunity to object to the disclosure or take action to assure confidential handling of the information.

7.6 No Waiver

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

DuPage Water Commission 600 East Butterfield Road Elmhurst, Illinois 60126-4642 Attention: **Alan Stark**

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

Wight & Co	ompany	า, IL 60561
2500 N. Fro	ontage Road, Darier	—
Attention:	Pete Mesha <i>, PE,</i> Group President,	

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws and Grants

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

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

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

7.12 **Documents**

Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Consultant in connection with any or all of the Services (the "Documents") shall, upon payment to Consultant of all amounts due under this Contract, be and remain the property of Owner and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the

Services; provided, however, that any use thereof by Owner for purposes other than specifically anticipated in Consultant's scope of Services shall be at Owner's sole risk and cost. At Owner's request, or upon termination of this Contract, the Documents shall be delivered promptly to Owner. Consultant shall have the right to retain copies of the Documents for its files. Unless Owner shall consent in writing to the earlier destruction of the Documents, Consultant shall maintain files of all Documents for a period of five years after termination of this Contract. Consultant shall make, and shall cause all of its subcontractors to make, the Documents available for Owner's review, inspection and audit during the entire term of this Contract and for five years after termination of this Contract.

Nothing in this paragraph shall constitute or be constructed to be any representation by the Consultant that the work product is suitable in any way for any other project except the one detailed in this agreement. Any reuse by the Owner shall be at the Owners sole risk and without liability or legal exposure to Consultant.

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

7.16 Amendments

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

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

Attest/Witness:	DUPAGE WATER COMMISSION
By:	Ву:
Clerk	General Manager
Attest/Witness:	Wight & Company
By: Patet & Col	By: file Mel
Name:Patrick Cermak	Name: Peter H. Mesha, PE
Title: President	Title: Group President - T & I

DATE: October 10, 2019

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super- Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Coordinating Engineer	
ITEM	A Resolution Approving and Ratifying Certain Change Orders for a Contract for the Construction of the West Transmission Main (Contract TW-3/17) at the October 17, 2019, DuPage Water Commission Meeting	APPROVAL		
	Resolution No. R-43-19	AS DC	- St on	9

Account Numbers: 01-60-711500 - Net Savings \$736,986.86

Resolution No. R-43-19 would approve the following Change Orders:

Change Order No. 4 to Contract for the Construction of the West Transmission Main (Contract TW-3/17)

- 1. Included in the Contract Proposal are several indeterminate unit price items. The exact number of units was to be determined and Contract Price modification is as listed in the table attached and reflects a savings of \$736,986.86
- 2. Additional Work Required by DuPage County DOT of Greenbrook Blvd. at an additional cost of \$5,200.00
- 3. Field Order No. 7 which modified the piping layout and revision of materials required to make connection to the Bartlett Metering Station at an additional cost of \$11,776.00
- 4. Remaining contractual work for Bartlett Water Main Extension Contract is \$7,582.30
- 5. Release of contractual retainage of \$807,982.83
- 6. A Contract Extension of 109 Calendar Days.

The Project Engineers and Staff have reviewed the Engineer's and Contractor's calculation of additional units and have determined the accuracy of said units.

The Engineer and Staff are recommending a Contract Time Extension and modifying the Contract Completion Date to October 17, 2019 to perform all work mentioned above.

AGENDA	Omnibus Vote Requiring Super-	ORIGINATING	Coordinating Engineer
SECTION	Majority or Special Majority Vote	DEPARTMENT	
ITEM	A Resolution Approving and Ratifying Certain Change Orders for a Contract for the Construction of the West Transmission Main (Contract TW-3/17) at the October 17, 2019, DuPage Water Commission Meeting Resolution No. R-43-19	APPROVAL	

The granting of Final Acceptance will allow the General Manager to provide Final Payment and release of all funds held in Retainage to the Contractor upon receipt of all contractually required documentation.

Approval of this Change Order would decrease the net Contract Price by \$736,986.86 revising the Contract Price to \$16,271,130.00 for a 18.6% net increase in Contract Price. This includes all work added by previous Change Order to allow Bartlett Distribution System improvements necessary to accept Lake Michigan Water.

This Change Order, which includes all Extra Work stated herein, were undertaken to provide the Village of Bartlett Lake Michigan water and are fully reimbursable by the Village of Bartlett. In addition, all Extra Work and the associated costs have been vetted by the Village of Bartlett without any exception.

Approval of this Change Order does not authorize or necessitate a decrease in the Contract Price that is 50% or more of the original Contract Price nor, based upon the Contractor's sworn certification, authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.

MOTION: To approve Resolution No. R-43-19.



DUPAGE WATER COMMISSION

RESOLUTION NO. R-43-19

A RESOLUTION APPROVING AND RATIFYING CERTAIN CONTRACT CHANGE ORDERS AT THE OCTOBER 17, 2019, DUPAGE WATER COMMISSION MEETING

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

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

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

AYES:	
NAYS:	
ABSENT:	
ADOPTED this day of	, 2019.
ATTEST:	Chairman
Clerk Board\Resolutions\R-43-19.doc	

Exhibit 1

Resolution No. R-43-19

1. Change Order No. 4 to the Contract for the Construction of the West Transmission Main (Contract TW-3/17) for a \$736,986.86 savings in the Contract Price due to the inclusion of indeterminate items, additional work, a contract time extension and granting of Final Acceptance.

Dupage Water Commission Change Order No. 4

Dated:10/17/2019
PROJECT NAME: TW-3/17 West Transmission Main and Bartlett Water Main Extension
OCATION: Bartlett, Hanover Park, and Roselle, Illinois
CONTRACTOR: Benchmark Construction

I. <u>DESCRIPTION OF CHANGES INVOLVED AND COST:</u>

A. Final Balancing Change Order

Balancing change order for all contract unit price items not used in the contract and change order (including change orders below) corrections (**\$736,986.86**). This number represents a deduction from the total contract value.

B. Structure Adjustments for the DuDOT Greenbrook Blvd. Resurfacing Project.

The DuPage County Division of Transportation's Greenbrook Boulevard Resurfacing Project requires the adjustment of four (4) underground structures newly installed under this TW-3/17 water main project. The adjustments include the removal of the frame and lid before milling and then resetting the frame after the level binder has been placed. A total of four adjustments at \$1,300/each were required for a total of **\$5,200.00**.

C. Field Order No. 7 - Revisions (298+68 to 299+25).

Field Order No. 7 ordered the elimination of the air release and access manhole at station 298+77 and termination of the TW-3/17 piping immediately west of the adjacent 30-inch diameter butterfly valve to allow the DuPage Water Commission's (DWC) meter station contractor enough room to make connection to the TW-3/17 west transmission main. The revisions eliminated previously fabricated items, including a 30" x 24" TR Flex Tee (1 EA at \$6,500.00), 30" TR Flex Pipe (11 LF at \$123/LF), 30" TR Flex Plug (1 EA at \$2,150.00), and Precast Concrete Vault (1 EA at \$1,773.00) as a part of this contract that have been delivered to and accepted by the DWC. The total cost for Field Order No. 7 is a total of **\$11,776.00**.

II. CHANGE ORDER CONDITIONS:

- A. Substantial and Final Completion:
 - 1) Original Substantial Completion date was March 15, 2019. The date for Substantial Completion of the Work established in the Agreement or as modified by subsequent Change Orders is hereby changed by zero (0) days, maintaining the Substantial Completion date of the Work March 15, 2019.
 - Original Final Completion date was April 1st, 2019. The date for Final Completion of the Work established in the Agreement or as modified by subsequent Change Orders was changed by ninety (90) days revising the final completion date of the Work June 30th, 2019. The date for Final Completion of the as modified by this Change Order is hereby changed by one-hundred and nine (109) calendar days revising the final completion date of the Work to October 17, 2019.
- B. Any additional Work to be performed under this Change Order shall be carried out in compliance with the Specifications included in the preceding Description of Changes Involved, the attached Drawings and under the provisions of the Agreement and Contract Documents, including compliance with the applicable Specifications for the same type of Work.
- C. This Change Order, unless otherwise provided herein, does not relieve Contractor from strict compliance with the provisions of the Agreement and Contract Documents.
- D. Contractor shall place under coverage of its Maintenance & Guarantee Bond, Performance Bond, Payment Bond and insurances, all Work covered by this Change Order.
- E. The costs established under this Change Order are acknowledged as including any and all costs associated with the Work described herein and including any and all costs associated with any and all Work performed or to be performed by the Contractor that may be affected in any manner by the Work described herein.

V.	<u>ADJl</u>	JSTMENTS IN AMOUNT	OF CONTRACT PRICE:	
	1.	Original Contract Price		\$13,242,601.00
	2.	Net Addition due to all Change Orders		\$3,765,515.86
	3.	Contract Price including Change Order	this	\$17,008,116.86
	4.	Net Deduction resulting From this Change Order	~	\$736,986.86
	5.	Final Balanced Contract Change Order	Final Balanced Contract Price including this Change Order	
Ассе	pted by	y Contractor:	Ву:	
			Title:	
			Date:	NAME AND ADDRESS OF THE PARTY O
	mmen neer:	ded for Acceptance by	Ву:	
			Title:	
			Date:	
DuPa	age Wa	ater Commission	By:	
			Title:	
			Date:	

Project: Lake Michigan Water Supply Project for the DuPage Water Commission Section: TW-3/17 West Transmission Main Owner: DuPage Water Commission

				Line Item		i	T	Line Item Change	
Item No.	Description	Bid Qty.	Unit	Change	Final Qty.	Unit Price	Bid Amount	Amount	Total Amount
1A	Installation of 30-inch diameter ductile iron pipe water main and	24700	UF	-52.8	24647.20	\$343.50	\$8,484,450.00	(\$18,136.80)	\$8,466,313.20
<u> </u>	fittings, complete, in place and ready for use	24/00		-32.8	24047.20	\$343.30	38,484,430.00	(218,136.60)	30,400,313.20
2A	Installation of 30-inch dameter duable iron gipe water main inside 48-inch diameter steel casing pipe, installed by jacking or auguring under highway or railroad, complete, in place and ready for use	450	UF .	-79.0	371.00	\$515.00	\$231,750.00	{\$40,685.00}	\$191,065.00
3A	Installation of 30-inch dameter ducble iron pipe water main inside 48-inch diameter steel casing pipe, installation methods selected by the contractor, in place and ready for use	75	t.	-5.0	70.00	\$960.00	\$72,000.00	(\$4,800.00)	\$67,200.00
	Connection to existing 24-inch diameter water main, including removal of existing piping and installation of new 24-inch x 24-								
4	inch ductile from tee, 30-inch iz 24-inch ductile fron reducer, approximately 40 LF of 24-inch diameter ductile fron pipe water main, fittings and adapters, complete, in place and ready for use	1	EA	0.0	1,00	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00
5	Installation of 24-inch diameter class 52, ductile water main and	890	UF.	-14.0	876.00	\$225.00	\$200,250.00	(\$3,150.00)	\$197,100.00
<u> </u>	fittings, complete, in place and ready for use Approximately 32 lineal feet of 16-inch diameter class 52,					*			
6	restrained dubite iron pipe water main, with one (1) 16-inch dameter butterfly valve, one (1) 24-inch x 16-inch tee, and one (1) 16-inch alemeter restrained plug, complete, and all required liftings, adapters and appurtenances, complete, in place and ready for use	2	EA	0.0	2.00	\$40,000.00	\$80,000.00	\$0.00	\$80,000.00
7	30-inch diameter butterfly valve and valve operator vault.	6	EA	0.0	5.00	\$25,000.00	\$150,000.00	\$0.00	5150,000.00
8	complete, in place and ready for use 24-inch diameter butterfly valve and valve vault, complete, in place and ready for use	1	EA	0.0	1.00	\$32,750,00	\$32,750.00	\$0.00	\$32,750.00
9	Slow-off branch manhole, complete, in place and ready for use	13	EA	0.0	13.00	\$20,200.00	\$262,600.00	\$0.00	\$262,600.00
10	Air refease valve and access manhole, complete, in place and	16	EA	-1.0	15.00	\$7,500.00	\$120,000.00	(\$7,500.00)	\$112,500.00
11	ready for use Air release valve and manhols, complete, in place and ready for use	5	EA	0.0	5,00	\$6,000.00	\$30,000.00	\$0.00	\$30,000.00
12	Removal of existing menhole and replacement with new 5' IDOT Type A menhole, with frame and cover, complete in place, and ready for use	3	EA	-3.0	0.00	\$3,000.00	\$9,000.00	(\$9,000.00)	\$0.00
13	Corrosion Control Test Station, complete, in place, and ready for	22	EA	-4,0	18.00	\$1,455.00	\$32,010.00	(\$5,820.00)	\$26,190.00
14	8-inch diameter senitary sewer removal and replacement,	120	UF.	-11.3	108,70	\$91.00	\$10,920.00	(\$1,028.30)	\$9,891.70
15	complete, in place and ready for use 10-inch diameter sentery sewer removal and replacement, complete, in place and ready for use	60	G	-60.0	0.00	\$97.00	\$5,820.00	(\$5,820.00)	\$0.00
16	10-inch diameter storm sewer removal and replacement with 12-	50	UF	-25.0	25.00	581.00	\$4,050.00	(\$2,025.00)	\$2,025.00
17	inch dameter storm sewer, complete, in place and ready for use 12-dameter sanitary sewer removal and replacement, complete,	30	LF	-30.0	0.00	\$93.00	\$2,790.00	(\$2,790.00)	\$0.00
	in place and ready for use 12-inch diameter storm sewer removal and reptacement,	1500	UF.		790,60	<u> </u>		-	\$67,991.60
18	complete, in place and ready for use	1500		-709.4	790.00	\$86.00	\$129,000.00	(\$61,008.40)	307,551.00
19	15-inch diameter storm sewer removal and replacement, complete, in place and ready for use	170	UF	-88.6	51.40	\$108.00	\$18,360.00	(\$9,568.80)	\$8,791.20
20	15-inch diameter sanitary sewer removal and replacement with 16- inch diameter sanitary sewer, complete, in place and ready for use	120	UF	-18.0	102.00	\$112.00	\$13,440.00	(\$2,016.00)	\$11,424,00
21	18-inch diameter storm sewer or storm sewer culvert removal and raplacement, complete, in place and ready for use	120	UF.	-61.0	59.00	\$152.00	\$18,240.00	(\$9,272.00)	\$8,968.00
	21-inch diameter storm sewer removal and replacement, complete, in place and ready for use	25	LF	13.5	38.50	\$236.00	\$5,900.00	\$3,186.00	\$9,086.00
23	36-inch diameter storm sewer removal and replacement, complete, in place and ready for use	30	LF	-30.0	0.00	\$273.00	\$8,190.00	(58,190.00)	\$0.00
24	42-inch diameter storm sewer removal and replacement, complete, in place and ready for use	60	UF.	-38.0	22.0 0	\$377.00	\$22,620.00	(514,326.00)	\$8,294.00
25	Maintenance of Traffic/Traffic Control	1	LS	0.0	1.00	\$500,000.00	\$500,000.00	\$0.00	\$500,000.00
26	Maintenance of existing traffic signal installation	25	EA LF	-6.0	19.00	\$5,500.00	\$137,500.00	(\$33,000.00)	\$104,500.00 \$11,862.40
27	Detector toop replacement Temporary Traffic Signal Timings	1000 25	EA	-258.6 -10.0	741,40 15.00	\$16.00 \$285.00	\$16,000.00 \$7,125.00	(\$4,137.60) (\$2,850.00)	\$4,275.00
29	Temporary Traffic Signal Installation	1	EA	0.0	1,00	\$16,661.00	\$16,661.00	\$0.00	\$16,661.00
30	Removal and reinstallation of existing chain link fencing and gates	850	UF	-850.0	0.00	\$25.00	\$21,250.00	(\$21,250.00)	\$0.00
31		100	UF	+100.0	0,00	\$3.00	5300.00	(\$300.00)	\$0.00
32	Sit fence Double sit fence	2500	LF	164.5	2664.50	\$6.00	\$15,000.00	\$987.00	\$15,987.00
33	Bituminous roadway pavement restoration in Village of Roselle/Central Avenue right-of-way	11500	SY	-1159.6	10440.40	\$66.00	\$765,600,00	(\$76,533.60)	\$689,066.40
34	Situminous roadway pavement restoration in Village of Hanover Park/Central Avenue right-of-way	4500	SY	-868.1	3631.90	\$66.00	\$297,000.00	(\$57,294.60)	\$239,705.40
35	Rosdway pavement restoration in DuDOT right-of-way along Greenbrook Boulevard	6000	SY	-803.0	5197.00	\$105.00	\$630,000.00	(\$84,315.00)	\$545,685.00
36	Bituminous roadway pavement restoration in DuDOT right-of-way in Gary Avenue	310	SY	-157.1	152,90	\$43.00	\$25,730.00	(\$13,039.30)	\$12,690.70
37	Bituminous roadway pavement restoration in Village of Bartlett right-of-way along Bittersweet Drive	3000	SY	-3000.0	0.00	\$35.50	\$106,500.00	(\$106,500.00)	\$0.00
38	Bituminous roadway pavement restoration in Village of Bartlett right-of-way along Steams Road Bituminous driveway pevement restoration at Standpipe Tank No.	2500	SY	+524.2	1975,80	\$60.00	\$150,000.00	(\$31,452.00)	\$118,548.00
39 40	1 Concrete driveway restoration	1200 65	SY	1049.8	2249.80 71.00	\$43.50 \$110.00	\$52,200.00 \$7,150.00	\$45,666.30 \$660.00	\$97,866.30 \$7,810.00
41	1-1/2-inch bituminous asphalt pavement mill and overlay	7000	SY	10379.0	17379.00	\$9.15	\$64,050.00	\$94,967.85	\$159,017.85
62	Concrete Curb and Gutter restoration	1600	UF	-328.5	1271,50	\$26.00	\$41,600.00	(\$8,541.00)	\$33,059.00
43	Installation of new, 2-inch diameter caliper tree	20	EA	-18.0	2.00 15004.40	\$600.00	\$12,000.00	(\$10,800.00)	\$1,200.00
45	Top soil and seeding restoration Boring craw labor hours for boulder removal during jacking and boring operations, where ordered in writing by the Engineer	24	CREW- HOURS	9004.4 -13.5	10.50	\$9.00 \$830.00	\$54,000.00 \$19,920.00	\$81,039.60 (\$11,205.00)	\$135,039.60 \$8,715.00
46	Timber sheeting and bracing, left in place, where ordered in	2	Thousand FBM	-2.0	0.00	\$5,000.00	\$10,000,00	(\$10,000.00)	\$0.00
47	writing by the Engineer Granular material for trench or structure backfill, complete in place, where ordered in writing by the Engineer	1000	CY	-1000.0	0.00	\$60.00	\$60,000.00	(\$60,000.00)	\$0.00
48	Miscellaneous hand excavation, where ordered in writing by the Engineer	25	CY	-25.0	0.00	\$310.00	\$7,750.00	(\$7,750.00)	\$0.00
49	36-inch diameter culvert removal and replacement, complete, in place, and ready for use, where ordered in writing by the Engineer	15	UF	-15.0	0.00	\$225.00	\$3,375.00	(\$3,375.00)	\$0.00
50	24-inch diameter storm sewer removal and replacement, complete, in place, and ready for use, where ordered in writing by the Engineer	15	UF	-1\$.0	0.00	\$200.00	\$3,000.00	(\$3,000.00)	\$0.00
	1					•			•

Project: Lake Michigan Water Supply Project for the DuPage Water Commission Section: TW-3/17 West Transmission Main Owner: DuPage Water Commission

Contractor: Benchmarck Engineer: AECOM 10/8/2019

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CO#3	Time Extension - No Cost Associated	o	DOLLAR	0.0	0.00	\$0,00	\$0.00	\$0,00	\$0.00
CO#2	FO's 3,8, and 9, Special waste disposal, Center Median Removal, Message Boards, and Jacking Pit Relocate.	86914,61	DOLLAR	6.0	86914.61	\$0.00	\$0.00	\$0.00	\$86,914.61
*CO#1	Barlett Extension	3,681,625.25	DOLLAR	-58120.22	3603505.03	\$0,00	\$0.00	(\$58.120.22)	\$3,603,505.0
60	Temporary HMA pevement (3-1/2 inch thick), where ordered in writing by the Engineer	1200	5Y	-614.7	585,30	\$40.00	\$48,000.00	(\$24,588.00)	\$23,412.00
59A	Estend the 30-inch dameter ductile iron pipe water main inside 48" dameter steel casing pipe, installed by jacking or augering under County Farm Road, an additional distance bayond what is indicated in the Drawlings, where ordered in writing by the Engineer	75	ĿF	-75.0	0.00	\$730.00	\$54,750.00	(\$54,750.00)	50.00
58	Contractor Permit Fee Allowance	1	LS	-1.0	0.00	\$10,000.00	\$10,000.00	(\$18,000.00)	\$0.00
5 7	At a location selected by the Engineer or Owner, install a 30-inch x 30-inch tes, 30-inch diameter butterfly valve with operator in vault (include additional 30-inch piping as needed to install the vault), with 5 sub and plug for future connection by other, where ordered in writing by the Engineer	1	EA	0.0	1.00	\$51,000.00	\$51,000.00	\$0.00	\$51,000.00
56	Additional excavation (including sheeting and/or shoring) required for jacking and boring pits to evoid utility conflicts not shown on the plans, where ordered in writing by the Engineer	10	VLF	-5.5	4,50	\$2,100.00	\$21,000.00	(\$11,550.00)	\$9,450.00
55	Removal of existing and replacement with new storm inlet structure, with frame and grate, complete in place, and ready for use.	10	EA	-9.0	1.00	\$2,000.00	\$20,000.00	(\$18,000.00)	\$2,000.00
54	Removal of existing and replacement with new storm catch basin structure, with frame and grate, complete in place, ready for use	5	EA	-4.0	1.00	\$4,000.00	\$20,000.00	(\$16,000.00)	\$4,000.00
53	Sawer service pipe adjusted, where ordered in writing by the Engineer	4	EA	-4.0	0.00	\$2,000.00	\$8,000.00	(\$8,000.00)	\$0.00
52	38-inch by 60-inch diameter elliptical sewer removal and replacement, complete, in place, and ready for use, where ordered in writing by the Engineer	15	Œ	-15.0	0.00	\$300.00	\$4,500.00	(\$4,500.00)	\$0.00
51	42-inch diameter culvert removal and replacement, complete, in place, and ready for use, where ordered in writing by the Engineer	30	UF.	-30.0	0.00	\$250.00	\$7,500.00	(\$7,500.00)	\$0.00

*COR1 final and bid value was prepared and executed through the Village of Bartlett and their engineer Remptic Sharps. AECOM is using their numbers as recorded.

PAY REQUEST NO. 9, FINAL 2018 TRANSMISSION MAIN VILLAGE OF BARTLETT

niso			AWAI QUAN			TRUCTED ANTITIES
ITEM DESCRIPTION	UNIT	TOTAL	UNIT PRICE	EXTENDED AMOUNT	QUANTITY	EXTENDED AMOUNT
SE OID FILES	TO USE		A STANSON	S. 500	3.0	14 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
1 6" DIP Watermain, Class 52	LF LF	100 20	\$80.00 \$100.00	\$8,000.00 \$2,000.00		\$6,080. \$3,100.
2 8" DIP Watermain, Class 52 3 12" DIP Watermain, Class 52	LF	30	\$110.00	\$3,300.00		\$2,530.
4 16" DIP Watermain, Class 52	LF	1,420	\$130.00	\$184,600.00	1,382.00	\$179,660.
5 24" DIP Watermain, Class 52	LF	5,220	\$180.00	\$939,600.00		\$936,900.
8 16" DIP Watermain, Class 52, Directionally Drilled	<u>LF</u> LF	1,660	\$272.00	\$451,520.00		\$453,968.0
9 24" DIP Watermain, Class 52 , Directionally Drilled 11 16" DIP Watermain, CL 52 in 24" DIP Casing with Spacers, Augered & Pushed	LF	60 160	\$1,600.00 \$750.00	\$96,000.00 \$120,000.00		\$96,000.0 \$135,000.0
Polyethylene Encasement	LF	8,700	\$2.00	\$17,400.00		\$17,130.0
3 Nitrile Gaskets	EA	40	\$100.00	\$4,000.00	0.00	\$0.0
4 Fittings, M.J. Body Casting Weight	LBS	21,875	\$3.75		17,591.00	
BA Restrained Joints, 24"	EA EA	95 17	\$545.00 \$294.00	\$51,775.00 \$4,998.00		\$34,335.0 \$12,936.0
6B Restrained Joints, 16" 6C Restrained Joints, 12"	EA	17	\$250.00	\$250.00		\$12,530.
7 8" Non-Pressure Connection/Disconnection to Existing Water Main (as needed)	EA	1	\$6,100.00	\$6,100.00		\$6,100.
8 12" Non-Pressure Connection/Disconnection to Existing Water Main	EA	1	\$7,300.00	\$7,300.00		\$7,300.
20 24" Non-Pressure Connection/Disconnection to Existing Water Main	EA	1	\$25,000.00	\$25,000.00		\$0. \$0.
1 6" Pressure Connection/Disconnection to Existing Water Main (as needed) 2 8" Pressure Connection/Disconnection to Existing Water Main (as needed)	EA EA	1	\$9,000.00 \$9,600.00	\$9,000.00 \$9,600.00		\$9,600.
23 12" Pressure Connection/Disconnection to Existing Water Main	EA	1	\$10,000.00	\$10,000.00		\$0.
4 16" Pressure Connection/Disconnection to Existing Water Main	EA	3	\$20,000.00	\$60,000.00		\$60,000.
8 6" R.S. Gate Valve	EA	12	\$3,000.00	\$36,000.00		\$33,000.
9 8" R.S. Gate Valve	EA	1	\$4,000.00	\$4,000.00		\$4,000.
12" R.S. Gate Valve	EA	1	\$6,000.00	\$6,000.00		\$6,000.
1 16" Butterfly Valve	EA EA	3 .	\$8,000.00 \$20,000.00	\$24,000.00 \$140.000.00		\$24,000. \$140,000.
22 24" Butterfly Valve 33 48" Dia. Type A, Valve Vault with Frame and Lid and Storm Manholes	EA	1	\$3,000.00	\$3,000.00		\$9,000.0
4 60" Dia. Type A, Valve Vault with Frame and Lid	EA	3	\$6,000.00	\$18,000.00		\$18,000.
5 72" Dia. Type A, Valve Vault with Frame and Lid	EA	11	\$8,000.00	\$88,000.00	11.00	\$88,000.
6 Fire Hydrant with 6" Inlet	EA	12	\$8,000.00	\$96,000.00		\$88,000.
37 Valve Box, 6"	EA	12	\$300.00	\$3,600.00		\$3,300.
8 Relocate Existing Fire Hydrant	EA EA	2 1	\$4,500.00 \$700.00	\$9,000.00 \$700.00		\$4,500. \$700.
19 Remove Existing 12" R.S.Gate Valve 10 Remove Water Vault Cone Section, Reset and Reseal Frame and Sanitary Manhole	EA	i	\$1,300.00	\$1,300.00		\$2,600.
17 Storm Sewer 8" DIA ADS N12	LF	20	\$115.00	\$2,300.00		\$0.
8 Storm Sewer, 10" Dia, RCP, CL IV with Rubber Gaskets (as needed)	LF	. 14	\$83.00	\$1,162.00		\$0.
9 Storm Sewer, 10" Dia PVC, C-900 (as needed)	LF	14	\$88.00	\$1,232.00		\$880.
50 Storm Sewer, 12" Dia ,RCP, CL IV with Rubber Gaskets	<u>L</u> F	90	\$108.00	\$9,720.00		\$30,888.
51 Storm Sewer 12" DIA PVC C-900	LF LF	336 22	\$76.00 \$115.00	\$25,536.00 \$2,530.00		\$8,208.6 \$0.6
2 Storm Sewer 10 DIA RCP CL IV with Rubber Gaskets 3 Catch Basin TY C, 2' DIa, with TY1 Fr & OL	EA	1	\$2,500.00	\$2,500.00		\$2,500.0
4 Flared End Section, 12"	EA	2	\$2,000.00	\$4,000.00		\$8,000.0
5 Storm Sewer Removal	LF	632	\$8.00	\$5,056.00		\$3,024.0
6 Storm Structure Removal (INL/MH)	EA	3	\$500.00	\$1,500.00		\$2,000.0
7 INL/MH to be Adjusted	EA	3	\$600.00	\$1,800.00		\$6,600.0
8 Trench Backfill , FA-6, Compacted	; CY	4,810	\$40.00	\$192,400.00		\$198,520.0
9 PCC Sidewalk Remove and Replace PCC Curb and Gutter Remove and Replace	SF LF	1,500 720	\$10.00 \$30.00	\$15,000.00 \$21,600.00		\$26,620.0 \$15,540.0
HMA Pavement Remove and Replace Roadway, TY-1	SY	1,350	\$120.00	\$162,000.00		\$126,360.0
2 Pavement Highway Remove and Replace, TY-2	\$Y	100	\$372.00	\$37,200.00		\$0.
3A HMA Pavement Remove and Replace (bikepath/driveway), TY-3, place stone & 4"	SY	2,200	\$45.00	\$99,000.00	228.00	\$10,260.
aspnait	-	2,200	\$75.00	455,000.00		
HMA Pavement Remove and Replace (bike path/driveway), TY-3, grind & place 4" asphalt over existing stone	SY	4,100	\$40.00	\$164,000.00	5,904.00	\$236,160.
DEDUCT FULL AMOUNT OF ITEMS 63A&B ARE ACHIEVED (COMPLETE BIKE PATH)	LSUM	1	-\$100,000.00	-\$100,000.00	1.00	-\$100,000.
4 PCC Pavement Remove and Replace, TY-4	ŚY	50	\$225.00	\$11,250.00	50.00	\$11,250.0
5 Detectable Warnings	SF	170	\$55.00	\$9,350.00		\$9,240.
6 Aggregate Shoulder, Type B, 8"	TON	10	\$100.00	\$1,000.00	0.00	\$0.
7 Concrete Barricades	LF	160	\$38.00	\$6,080.00		\$6,384.
Remove and Replace Wood Split Rail Fence Remove/Relocate & Replace Picket Fence	LF LF	835 190	\$30.00 \$36.00	\$25,050.00 \$6,840.00		\$0.9 \$10,800.
70 Tree Removal, 6 to 15 Units Dia (as needed)	UNIT	5	\$450.00	\$2,250.00		\$4,500.
1 Tree Removal, over 15 Units Dia (as needed)	UNIT	3	\$450.00	\$1,350.00	0.00	\$0.
2 Topsoil Furnish and Place, 6"	SY	7,500	\$6.00	\$45,000.00	18,839.00	\$113,034.
3 Seeding, Class 1 (with Fertilizer)	SY	23,300	\$0.75	\$17,475.00		\$13,449.
4 Erosion Control Blanket	SY	23,300	\$1.40	\$32,620.00		\$25,106.
75 Inlet and Pipe Protection 76 Silt fence	EA LF	20 500	\$300.00 \$3.50	\$6,000.00 \$1,750.00		\$6,900.0 \$1,750.0
6 Sitt tence 7 Detector Loop Replacement (as needed)	LF LF	250	\$3.50 \$16.00	\$1,750.00		\$1,750. \$4,688.
8 Bed Rock Excavation (as needed)	CY	4	\$500.00	\$2,000.00		\$0.
9 Uncontaminated Soil Certification	LSUM	1	\$12,000.00	\$12,000.00	1.00	\$12,000.
0 Passive Cathodic Protection - Anodes	EA	40	\$250.00	\$10,000.00		\$500.
1 Traffic Control and Protection	LSUM		\$90,000.00	\$90,000.00		\$90,000.0
2 Mobilization D1 Water Service Repair, 28W540 Stearns Road (Agreed Price 4/19/19)	LSUM	1	\$207,000.00 \$2,767.35	\$207,000.00 \$0.00	1.00	\$207,000.0 \$2,767.3
02 Storm Sewer Lining, 12", at Sta. 78+00, 236 Feet (Agreed Price, 4/8/19)	LF		\$2,767.35 \$65.00	\$0.00		\$2,767. \$15,340.0
03 Cold Patch, Tickets on File (Agreed Price 4/19/19)	LSUM		\$9,698.78	\$0.00		\$9,698.
D4 Locate 16" Watermain, Core & Vactor Additional Work, (Agreed Price 4/19/19)	LSUM		\$3,051.14	\$0.00	1.00	\$3,051.
D5 Haul and Dispose of Asbestos Pipes (Agreed Price 4/17/19))	LSUM		\$2,545.00	\$0.00		\$2,545.0
O6 Tile Repairs, 8" Diam., on Sink Holes, STA 26+00 (Agreed Price 4/19/19)	LSUM		\$3,949.60	\$0.00	1.00	\$3,949.0
07 Retaining Wall Reconstruction, STA 67+50 (Agreed Price 4/19/19) 08 Tile Repairs, 4" Diam. with Sock, 200 ft. STA 66+00 (No Charge)	LSUM LF		\$8,815.96 \$0.00	\$0.00 \$0.00	1.00 200.00	\$8,815.9 \$0.0
De Auger Pit Additional Vertical Depth (Agreed Price 4/19/19)	VF		\$2,100.00	\$0.00	5.70	\$11,970.6
11 Pavement Marking (T & M)	LSUM		\$4,000.00	\$0.00	1.00	\$4,000.0
V 1		OTAL	\$3,661,			\$3,603,505.0
LESS 0%			, ,			\$0.0
LESS PREVIOUS		4 4 4				\$3,416,126.
	CALIV				ı	₩U,~TIU, IÆŪ.i



DuPage Water Commission MEMORANDUM

TO:

John Spatz, General Manager

FROM:

Cheryl Peterson, Financial Administrator

DATE:

October 8, 2019

SUBJECT: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the October 17, 2019 Commission meeting:

September 11, 2019 to October 7, 2019 A/P

Report

\$9,055,313.73

Accrued and estimated payments required before November 2019 Commission meeting

2,247,625.00

Total

\$11,302,938.73

cc: Chairman and Commissioners



DuPage Water Commission

Board Open Payable Report

As Of 10/07/2019

Summarized by Payable Account

			Payable			Net
Payable Number	Description	Post Date	Amount			Amount
Payable Account: Vendor: 2228	01-211000 - ACCOUNTS PAYABLE Altorfer Industries, Inc.			Payable Count:	(1)	160.00
PM600284308	Annual Transfer Switch Inspection	09/30/2019	160.00	,	1 -7	160.00
Vendor: <u>1332</u>	CASSIDY TIRE & SERVICE			Payable Count:	(1)	607.48
819006200	Tire Repair: M169815	09/26/2019	607.48			607.48
Vendor: <u>1912</u>	CHICAGO SUN-TIMES			Payable Count:	(1)	234.00
INV0003948	Subscription Renewal: 11/7/19-11/5/20	09/30/2019	234.00			234.00
Vendor: <u>1135</u>	CITY OF CHICAGO SUPERINTENDENT OF WATER COLL	ECTION		Payable Count:	(1)	9,002,244.00
INV0003956	WATER BILLING: September 2019	09/30/2019	9,002,244.00			9,002,244.00
Vendor: <u>2202</u>	Construction & Geotechnical Material Testing, Inc.			Payable Count:	(1)	582.00
6277	Material Testing Services	09/24/2019	582.00			582.00
Vendor: <u>1233</u>	Elmhurst Occupational Health			Payable Count:	(1)	338.00
00106221-00	Medical Exam: Rizzo	09/30/2019	338.00			338.00
Vendor: <u>2143</u>	Gas Depot			Payable Count:	(1)	1,654.33
<u>73836-1</u>	Fuel Delivery: 9/27/19	09/30/2019	1,654.33			1,654.33
Vendor: <u>1064</u>	GOVERNMENT FINANCE OFFICERS ASSOCIATION			Payable Count:	(1)	160.00
0136001 9/16/19	Membership: 11/1/19-10/31/20	09/26/2019	160.00			160.00
Vendor: <u>1809</u>	GROUND PROS INC			Payable Count:	(2)	16,536.54
<u>5875</u>	Landscape Restoration	09/17/2019	14,761.54			14,761.54
<u>5876</u>	Landscape Restoration	09/17/2019	1,775.00			1,775.00
Vendor: <u>1496</u>	INFOR (US), INC.	00/00/0040	4.405.04	Payable Count:	(1)	4,496.84
20767066-US0AB	Infor License	09/30/2019	4,496.84			4,496.84
Vendor: <u>1530</u>	IRTH SOLUTIONS, INC.	00/25/2010	47.652.20	Payable Count:	(1)	17,653.20
<u>SIR005114</u>	Annual User Fees: 10/1/19-9/30/20	09/26/2019	17,653.20			17,653.20
Vendor: 1033	JOLIET JUNIOR COLLEGE	40/07/2040	4 600 00	Payable Count:	(1)	1,680.00
<u>0354233F19</u>	Classes: DalMonte	10/07/2019	1,680.00			1,680.00
Vendor: 1054	MCMASTER-CARR SUPPLY COMPANY	00/05/0040	205.50	Payable Count:	(1)	296.69
16495043	Pipeline Supplies	09/26/2019	296.69			296.69
Vendor: 2189	NCPERS Group Life Ins.	40/04/2040	50.04	Payable Count:	(1)	59.04
INV0003930	NCPERS - IMRF 6641	10/04/2019	59.04			59.04
Vendor: <u>1321</u>	PERSPECTIVES, LTD.	40/02/2040	272.00	Payable Count:	(1)	273.00
93483	EMPLOYEE ASSISTANCE SVC: QUARTER 4	10/03/2019	273.00			273.00
Vendor: <u>1730</u>	RAILROAD MANAGEMENT COMPANY III, LLC	00/20/2010	250.05	Payable Count:	(1)	258.95
404173	License Fees: 1/10/20-1/9/21	09/30/2019	258.95			258.95
Vendor: 1417	RENE SANCHEZ	00/20/2010	240.02	Payable Count:	(1)	319.83
INV0003946	Expense Report: NSC Congress/Expo	09/30/2019	319.83			319.83
Vendor: 1342	ROSS BOSTICK	00/00/0000	557.04	Payable Count:	(1)	657.81
INV0003947	Expense Report: NSC Congress/Expo	09/30/2019	657.81			657.81
Vendor: <u>1302</u>	SIR SPEEDY PRINTING AND MARKETING SERVICES	00/00/0000	220.2	Payable Count:	(3)	633.45
<u>77897</u> 77944	Document Printing Printing of Tanksite/MS Improvement Bid Documents	09/26/2019 09/30/2019	339.04 244.41			339.04 244.41
77975	Business Cards	10/03/2019	50.00			50.00

As Of 10/07/2019

9,055,313.73

Payable Account 01-211000 Payable Count: (31) Total:

Payable Number	Description	Post Date	Payable Amount		Net Amount
Vendor: 1263 238332	SKARSHAUG TESTING LABORATORY, INC. Electrical Glove and Boot Testing	09/24/2019	208.07	Payable Count: (1)	208.07 208.07
Vendor: 1121 INV0003954	SPI ENERGY GROUP Electrical Consulting Services: September 2019	09/30/2019	2,340.00	Payable Count: (1)	2,340.00 2,340.00
Vendor: 2163 7905181	Sterling Talent Solutions Background Checks	09/26/2019	94.60	Payable Count: (1)	94.60 94.60
Vendor: 2029	TREE TOWNS IMAGING & COLOR GRAPHICS			Payable Count: (2)	783.42
0000279503	Document Printing	09/26/2019	429.18		429.18
0000279683	Document Printing	09/30/2019	354.24		354.24
Vendor: <u>1427</u>	VILLA PARK ELECTRICAL SUPPLY CO., INC.			Payable Count: (3)	1,375.81
<u>102678</u>	Electrical Supplies	10/07/2019	-13.64		-13.64
<u>164710-00</u>	Electrical Supplies	10/07/2019	1,023.56		1,023.56
<u>164779-04</u>	Electrical Supplies	10/07/2019	365.89		365.89
Vendor: 2096	William A. Fates			Payable Count: (1)	1,666.67
INV0003958	Service as Treasurer: October 2019	10/07/2019	1,666.67		1,666.67

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Payable Account Summary

Account		Count	Amount
01-211000 - ACCOUNTS PAYABLE		31	9,055,313.73
	Report Total:	31	9,055,313.73

Payable Fund Summary

Fund			Amount
01 - WATER FUND		31	9,055,313.73
	Report Total:	31	9,055,313.73

DUPAGE WATER COMMISSION ITEMS TO BE PAID BY 11-21-19 Board Meeting Date: October 17, 2019

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			
35,000.00	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			
400.00	Cintas- Supplies			
200.00	Elecsys - Cell Data Services			
1,500.00	Konica Minolta - Copy and Lease Charges			
625.00	Pitney Bowes - Postage			
8,000.00	Grainger - Supplies for Operations			
2,500.00	Verizon - Wireless Service			
300.00	Verizon Connect - Diagnostics			
50.00	City of Aurora - Microbial Analysis			
50.00	Bridgepoint - Hosting Services			
1,700.00	William Fates - Treasurer			
5,000.00	Baker Tilly			
15,000.00	Schirott, Luetkehans & Garner, LLC			
7,000.00	IT Savvy - Network Support			
200.00	Edward Coughlin/Ken Lafin - Security			
600.00	Red Wing - Uniforms			
500.00	Elmhurst Standard Plaza - Vehicle Maintenance			
200.00	Sooper Lube - Vehicle Maintenance			
500.00	Storino Ramello & Durkin			
500.00	Local 399 Training courses			
2,000.00	Action Lock & Key			
20,000.00	Altorfer Power Systems - Repairs to Gen#5			
100.00	Amazon - EMF Meter			
	Aramark - Supplies			
4,000.00	Beary Landscaping			
2,000.00	Bedrock Earthscapes			
16,000.00	Chicago Tribune - Legal Notice			
700.00	Daily Herald - Legal Notice			

DUPAGE WATER COMMISSION ITEMS TO BE PAID BY 11-21-19 pard Meeting Date: October 17, 2019

	ITEMS TO BE PAID BY 11-21-19 Board Meeting Date: October 17, 20
100.00	Data Flow (now - Cramer Marketing) - Tax Forms
2,100.00	Eco Cleán - Janitorial Services
7,000.00	Eco Promotional - Water Conservation Items
900.00	Five Star Safety Equipment - High Visibility Vest Restock
21,000.00	HSQ Technology - Additional SCADA Workstation for Operations
3,500.00	Insight Public Sector - MS Visio & Project License
8,000.00	Motorola - Starcom21
400.00	Municipal Emergency Services - CO Sensor & Cal/Cer of BW Monito
1,500.00	Neuco - Pump Parts
500.00	Office Depot - Supplies
5,000.00	Premier Fall Protection - Recertification of Standpipe System
900.00	Program One - Window Cleaning
850.00	Redwing - Safety Footwear - DalMonte, Melgoza, Bostick
200.00	Saf-T-Gard - Lab Testing of New Dielectric Boots
6,000.00	Schneider - Upgraded Security Cameras
300.00	Skarshaug - Electrical Glove and Boot Testing
350.00	Specialty Mat
700.00	Staples - Supplies
18,000.00	Superior Industrial Equipment - PSSIII Split Seal Rebuild Kits
15,000.00	AECOM - Risk & Resiliency & Communication Plan
25,000.00	AECOM - Additional Engineering TW3
1,000,000.00	Benchmark - Final Payouts and Retainage Payable
30,000.00	CDMSmith - DPPS Engineering
125,000.00	JJ Henderson - Bartlett Construction
12,000.00	Knight E/A - HVAC Engineering
8,100.00	Greeley and Hansen - Bartlett Engineering
20,000.00	Greeley and Hansen - Disinfection Fac. Engineering
110,000.00	ITSavvy - Upgrade of the (SAN) System
13,000.00	Strand - Tanksite/MS26B Engineering
12,000.00	RWS Windows - Window Replacement
6,300.00	TSI Quest - Noise Dosimeters
14,000.00	Volt Electric
7,500.00	Volt Electric
11,000.00	McWilliams
450,000.00	Alliant Mesirow - Property and Liability Insurance

2,247,625.00



DuPage Water Commission MEMORANDUM

TO:

Chairman Zay and Commissioners

FROM:

John F. Spatz

General Manager

DATE:

October 10, 2019

SUBJECT:

August 2019 Invoice

I reviewed the Schirott, Luetkehans & Garner LLC August 2019 invoices for services rendered during the period August 1, 2019 – August 31, 2019 and recommend it for approval. This invoice should be placed on the October 17, 2019 Commission meeting accounts payable.

August 2019 Schirott, Luetkehans & Garner

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
General	\$3,880.00	19.4	\$200.00	Luetkehans (17.40 @ \$200/hr.) Garner (0.00 @ \$200/hr.) Armstrong (2.00 @ \$200/hr.)	various (meetings, review agreements, correspondence, contracts, attend the August Board Meeting)
Misc:	\$103.15				5,
Total:	\$3,983.15	19.4	\$200.00		