



DuPage Water Commission

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

AGENDA

DUPAGE WATER COMMISSION

THURSDAY, APRIL 19, 2018
6:30 P.M.

600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

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

RECOMMENDED MOTION: To approve the Minutes of the March 15, 2018 Regular Meeting and the Minutes of the March 15, 2018 Executive Session Meeting of the DuPage Water Commission (Voice Vote).

- V. Charter Customer Hearing Regarding Management Budget Ordinance for the Fiscal Year Commencing May 1, 2018 and Ending April 30, 2019
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To open the Charter Customer Hearing regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2018 and Ending April 30, 2019 (Voice Vote).

RECOMMENDED MOTION: To close the Charter Customer Hearing regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2018 and Ending April 30, 2019 (Voice Vote).

VI. Public Hearing Regarding Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2018 and Ending April 30, 2019

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

RECOMMENDED MOTION: To open the Public Hearing regarding the Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2018 and Ending April 30, 2019 (Voice Vote).

RECOMMENDED MOTION: To close the Public Hearing regarding the Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2018 and Ending April 30, 2019 (Voice Vote).

VII. Treasurer's Report – March 2018

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

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

VIII. Committee Reports

A. Finance Committee

1. Report of 4/19/18 Finance Committee

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

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

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

(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)

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

(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)

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

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

RECOMMENDED MOTION: To adopt item numbers 2 through 5 under the Finance Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).

6. Actions on Other Items Listed on 4/19/18 Finance Committee Agenda

B. Administration Committee

1. Report of 4/19/18 Administration Committee
2. Ordinance No. O-5-18: An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the County of DuPage Concerning Improvements Relating to the Resurfacing of Greenbrook Boulevard

(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 Commissionersâ3 County + 3 Muni+1=7)

RECOMMENDED MOTION: To adopt Ordinance No. O-5-18: An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the County of DuPage Concerning Improvements Relating to the Resurfacing of Greenbrook Boulevard (Roll Call)

3. Actions on Other Items Listed on 4/19/18 Administration Committee Agenda

C. Engineering & Construction Committee

1. Report of 4/19/18 Engineering & Construction Committee
2. Resolution No. R-8-18: A Resolution Approving and Authorizing the Execution of a Master Agreement with Dixon Engineering, Inc. and Robinson Engineering, Ltd. for Professional Engineering Services **(No Cost)**

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

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

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

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

4. Actions on Other Items Listed on 4/19/18 Engineering & Construction Committee Agenda

IX. Accounts Payable

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

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$8,123,295.77 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 \$1,579,030.00 subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

X. Chairman's Report

- General Manager's Contract

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

RECOMMENDED MOTION: To extend the term of the appointment of the General Manager and to amend the employment agreement with the General Manager in accordance with the Commission's By-Laws and to increase the General Manager's compensation in accordance with the discussions from the March 15, 2018 Executive Session (Roll Call).

XI. Omnibus Vote Requiring Majority Vote

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

XIII. Old Business

XIV. New Business

XV. 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).

XVI. 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, MARCH 15, 2018
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

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

Commissioners in attendance: J. Broda, J. Fennell, R. Gans, J. Healy, D. Loftus, R. Obarski, J. Pruy, D. Russo, and J. Zay

Commissioners Absent: D. Novotny, F. Saverino, M. Scheck, and P. Suess

Also in attendance: Treasurer W. Fates, J. Spatz, C. Johnson, R.C. Bostick, M. Weed, E. Kazmierczak, and P. Luetkehans of Schirott, Luetkehans & Garner, LLC

PUBLIC COMMENT

None

APPROVAL OF MINUTES

Commissioner Russo moved to approve the Minutes of the February 15, 2018 Regular Meeting and the Meeting and the February 15, 2018 Special Committee of the Whole Meeting of the DuPage Water Commission. Seconded by Commissioner Healy and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

TREASURER'S REPORT

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

Treasurer Fates pointed out the \$172.2 million of cash and investments on page 4, which reflected an increase of about \$1.7 million from the previous month. Treasurer Fates also pointed out the schedule of investments on pages 5 through 10 totaling \$152.8 million and the market yield on the total portfolio showed 1.51% basis points which reflected an increase from the prior month. On page 11, the statement of cash flows showed an increase in cash and investments by about \$10.3 million and operating activities increased cash by approximately \$11.9 million, and roughly \$326,000 of sales tax was received. On page 12, the monthly cash/operating report showed that the Commission had met or exceeded all of its reserve requirements.

Commissioner Russo moved to accept the February 2018 Treasurer's Report. Seconded by Commissioner Gans and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Finance Committee

Chairman Zay noted that the Finance Committee did meet, but there were no items for Board consideration.

Administration Committee

No Meeting

Engineering & Construction Committee – Reported by Commissioner Loftus

Commissioner Loftus reported that the Engineering & Construction Committee reviewed and recommended for approval all action items listed on the Engineering & Construction Committee Agenda. After providing a brief summary, he welcomed any questions. Hearing none, Commissioner Loftus moved to adopt item numbers 2 through 4 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Fennell and unanimously approved by a Roll Call Vote.

Ayes: J. Broda, J. Fennell, R. Gans, J. Healy, D. Loftus, R. Obarski, J. Pruyn, D. Russo, and J. Zay

Nays: None

Absent: D. Novotny, F. Saverino, M. Scheck, and P. Suess

Item 2: Resolution No. R-6-18: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with AECOM Technical Services, Inc. at the March 15, 2018 DuPage Water Commission Meeting (Hydraulic Modeling – not-to-exceed \$15,000.00)

Item 3: Resolution No. R-9-18: A Resolution Awarding a Contract for Soils and Materials Testing Services (Construction and Geotechnical Materials Testing, Inc. Unit Prices as Bid for Indeterminate Number of Units Expended)

Item 4: Resolution No. R-10-18: A Resolution Suspending the Purchasing Procedures of the Commission's By-Laws and Authorize the General manager to Issue a Purchase Order to Pace systems, Inc. for a Replacement Audio Conference System at the DuPage Water Commission for an Estimated Cost of \$70,000.00 at the March 15, 2018 DuPage Water Commission Meeting (Pace Systems Inc. in an estimated cost of \$70,000.00)

ACCOUNTS PAYABLE

Commissioner Russo moved to approve the Accounts Payable in the amount of \$7,462,048.37 subject to submission of all contractually required documentation, for invoices that have been received and to approve the Accounts Payable in the amount of \$1,085,375.00 subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated. Seconded by Commissioner Broda and unanimously approved by a Roll Call Vote.

Ayes: J. Broda, J. Fennell, R. Gans, J. Healy, D. Loftus, R. Obarski, J. Pruyn, D. Russo, and J. Zay

Nays: None

Absent: D. Novotny, F. Saverino, M. Scheck, and P. Suess

CHAIRMAN'S REPORT

Chairman Zay began his report with the success of the groundbreaking ceremony that was held the prior week and thanked the Commissioners that were able to attend. Chairman Zay noted the positive support from the community, as well as, how excited the Village of Bartlett is in getting the project underway.

Chairman Zay updated the Commissioners regarding the meeting that he and General Manager Spatz had with the new Commissioner, Randy Connor, of the City of Chicago's Department of Water Management. Chairman Zay stated that he and General Manager Spatz shared their concerns regarding the ongoing unresolved issues and Commissioner Connor reassured that he would be meeting with his staff to help resolve matters.

OMNIBUS VOTE REQUIRING MAJORITY VOTE

None

OMNIBUS VOTE REQUIRING SUPER-MAJORITY OR SPECIAL MAJORITY VOTE

None

OLD BUSINESS

With regards to the FY2018-2019 Annual Tentative Draft Budget, General Manager Spatz welcomed Commissioners to email any budget questions they may have. Commissioner Obarski requested a copy of the budget questions/answers that were submitted by other Commissioners.

Minutes of the 3/15/2018 Commission Meeting

NEW BUSINESS

General Manager Spatz referred to a couple recent articles that had been emailed to the Board regarding the possibility of the Commission supplying water to the Village of Oswego and the City of Yorkville noting that the communities seemed interested, but would be conducting more studies regarding routes and costs.

EXECUTIVE SESSION

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

Ayes: J. Broda, J. Fennell, R. Gans, J. Healy, D. Loftus, R. Obarski, J. Pruyn, D. Russo, and J. Zay

Nays: None

Absent: D. Novotny, F. Saverino, M. Scheck, and P. Suess

The Board went into Executive Session at 6:40 P.M.

Commissioner Broda moved to come out of Executive Session at 7:05 P.M. Seconded by Commissioner Gans and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Russo moved to adjourn the meeting at 7:06 P.M. Seconded by Commissioner Healy and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

DUPAGE WATER COMMISSION INTEROFFICE MEMORANDUM

TO: Chairman and Commissioners
FROM: Bill Fates, Treasurer
DATE: April 10, 2018
SUBJECT: TREASURER'S REPORT – March 31, 2018

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

Summary of Cash & Investments (Page 4)

1. Cash and investments totaled \$174.0 million at March 31st, an increase of \$1.8 million compared to the previous month.
2. The balance in the BMO Harris checking account was \$21.1 million at March 31st, an increase of approximately \$1.7 million compared to the \$19.4 million reported last month.
3. The BMO Harris money market accounts had \$12.2 million at month-end, relatively unchanged from the prior month balance.
4. During the month of March, the IIT money market accounts increased by approximately \$3.2 million from the prior month.
5. In March, our holdings of Commercial Paper declined by \$3.5 million.
6. The current holdings of cash and investments are in compliance with the approved investment policy.
7. For the eleven months ended March 31, 2018, the Commission's cash and investments increased a total of \$12.1 million.
 - The Operating & Maintenance Account increased by \$0.6 million, for an ending balance of \$33.3 million.
 - The General Account decreased by \$11.2 million, for an ending balance of \$8.5 million. The Commission transferred \$21.3 million of investments from the General Account to the Capital Reserve account in June.
 - The Sales Tax Account remained unchanged at \$278.
 - The Capital Reserve Fund increased \$21.8 million for a balance of \$51.6 million.
 - The Operating Reserve Account increased \$777,867 for a balance of \$68.0 million.

- The Long-Term Capital Reserve Account increased by \$172,975 for a balance of \$12.6 million.

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

Cash and Investments by Account

Account	Balance 4/30/2017	Balance 03/31/2018	Increase (Decrease)
Operations & Maintenance	\$32,727,195	\$33,285,192	\$557,997
General Account	19,715,309	8,523,134	(11,192,175)
Sales Tax	275	278	3
Operating Reserve	67,223,928	68,001,795	777,867
Capital Reserve	29,853,221	51,634,110	21,780,889
Long-Term Cap. Reserve	12,415,641	12,588,616	172,975
Total Cash & Investments	\$161,935,569	\$174,033,125	\$12,097,556

Schedule of Investments (Pages 5-10)

1. The average yield to maturity on the Commission's investments was 1.53%, an increase from the prior month average yield to maturity of 1.51%.
2. The portfolio is showing estimated unrealized losses of \$2.3 million at March 31, 2018, compared to \$541,239 in unrealized losses at April 30, 2017.
3. The amortized cost of our investments was \$152.8 million at March 31st, up from the previous month due to interest earned.

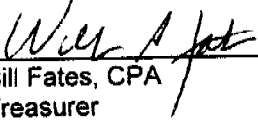
Statement of Cash Flows (Page 11)

1. The statement of cash flows shows a breakdown of the \$12.1 million increase in cash and investments for the fiscal year.
2. Operating activities increased cash by \$14.1 million.
3. Approximately \$356,000 of sales tax revenue was received.
4. Loans Receivable, primarily related to Bartlett activity, increased by approximately \$630,000.
5. Capital Assets purchased were about \$3.5 million year-to-date.
6. Cash flow from investment activity generated \$1.8 million of income.

Reserve Analysis (Page 12)

1. The reserve analysis report shows the commission has met or exceeded all recommended reserve balances at March 31st.
2. The Operating and Maintenance Account was \$33.3 million which is a balance currently sufficient enough to cover an estimated 93 days of normal operation and maintenance costs.
3. The Operating Reserve account was \$68.0 million which is approximately 191 days, this amount meets the minimum balance per the reserve policy.

Respectfully submitted,



Bill Fates, CPA
Treasurer

DU PAGE WATER COMMISSION
 TREASURER'S REPORT
 SUMMARY OF CASH AND INVESTMENTS
 March 31, 2018

FUNDS CONSIST OF:	March 31, 2018	February 28, 2018	INCR. - (DECR.)
PETTY CASH	1,200.00	1,200.00	0.00
CASH AT HARRIS BANK	21,111,401.25	19,386,345.72	1,725,055.53
TOTAL CASH	21,112,601.25	19,387,545.72	1,725,055.53
IIIT MONEY MARKET FUNDS	5,685,246.10	2,431,962.81	3,253,283.29
BMO HARRIS MONEY MARKET FUNDS	12,172,590.66	12,156,847.38	15,743.28
U. S. TREASURY INVESTMENTS	58,975,661.54	58,983,026.65	(7,365.11)
U. S. AGENCY INVESTMENTS	51,276,092.64	51,674,857.89	(398,765.25)
MUNICIPAL BONDS	5,588,053.36	5,588,430.02	(376.66)
COMMERCIAL PAPER	10,197,221.65	13,680,007.94	(3,482,786.29)
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	9,025,658.20	8,322,093.43	703,564.77
TOTAL INVESTMENTS	152,920,524.15	152,837,226.12	83,298.03
TOTAL CASH AND INVESTMENTS	174,033,125.40	172,224,771.84	1,808,353.56
	March 31, 2018	February 28, 2018	% CHANGE
IIIT MONEY MARKET FUNDS	3.6%	1.5%	133.8%
BMO HARRIS MONEY MARKET FUNDS	8.0%	8.0%	0.1%
U. S. TREASURY INVESTMENTS	38.6%	38.6%	0.0%
U. S. AGENCY INVESTMENTS	33.5%	33.8%	-0.8%
MUNICIPAL BONDS	3.7%	3.7%	0.0%
COMMERCIAL PAPER	6.7%	9.0%	-25.5%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	5.9%	5.4%	8.5%
TOTAL INVESTMENTS	100.0%	100.0%	0.1%

Note 1 - Investments are carried at amortized cost.

DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 March 31, 2018

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 03/31/18
Water Fund Oper. & Maint. Acct. (01-121103)										
BMO Harris - Money Market	1.540%	03/31/18	04/01/18	1	1.540%	\$ 12,172,590.66	\$ 12,172,590.66	\$ -	\$ 12,172,590.66	-
Water Fund General Account (01-121700)										
IIIT - Money Market	1.640%	03/31/18	04/01/18	1	1.640%	2,550,128.80	2,550,128.80	-	2,550,128.80	-
Toyota Motor Credit Corp	0.000%	12/15/17	04/13/18	13	1.610%	1,000,000.00	994,711.11	4,755.56	999,466.67	-
JP Morgan Securities LLC CP	0.000%	12/15/17	05/29/18	59	1.810%	1,000,000.00	991,900.00	5,200.00	997,100.00	-
JP Morgan Securities LLC CP	0.000%	12/15/17	06/13/18	74	1.840%	1,000,000.00	990,900.00	5,409.44	996,309.44	-
GE Capital Treasury LLC	0.000%	12/15/17	07/16/18	107	1.770%	1,000,000.00	989,645.83	5,201.39	994,847.22	-
GE Capital Treasury LLC	0.000%	12/15/17	08/15/18	137	1.800%	1,000,000.00	987,985.00	5,290.56	993,275.56	-
GE Capital Treasury LLC	0.000%	12/15/17	09/07/18	160	1.830%	1,000,000.00	986,626.11	5,379.72	992,005.83	-
	Weighted Avg Maturity		65		1.736%	\$ 8,550,128.80	\$ 8,491,896.85	\$ 31,236.67	\$ 8,523,133.52	\$ -
Sales Tax Funds (01-123000)										
IIIT - Money Market	1.640%	03/31/18	04/01/18	1	1.640%	278.25	278.25	-	278.25	-
	Weighted Avg Maturity		1		1.640%	\$ 278.25	\$ 278.25	\$ -	\$ 278.25	\$ -

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
March 31, 2018

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 03/31/18
Water Fund Operating Reserve (01-121800)										
IIIT - Money Market	1.640%	03/31/18	04/01/18	1	1.640%	257,268.37	257,268.37	-	257,268.37	-
US Treasury Notes	1.625%	11/14/16	04/30/19	395	1.060%	205,000.00	207,802.73	(1,563.87)	206,238.86	1,398.76
US Treasury Notes	2.125%	12/30/15	08/31/20	884	1.740%	575,000.00	584,950.20	(4,703.47)	580,246.73	1,062.50
US Treasury Notes	1.750%	02/03/16	10/31/20	945	1.350%	740,000.00	753,701.56	(6,131.68)	747,569.88	5,437.57
US Treasury Notes	2.625%	05/03/16	11/15/20	960	1.210%	2,400,000.00	2,548,875.00	(61,835.62)	2,487,239.38	23,842.54
US Treasury Notes	2.000%	03/24/16	11/30/20	975	1.380%	2,000,000.00	2,056,015.63	(23,712.33)	2,032,303.30	13,406.59
US Treasury Notes	2.375%	03/31/16	12/31/20	1,006	1.280%	775,000.00	813,931.64	(16,115.08)	797,816.56	4,626.99
US Treasury Notes	2.000%	07/06/16	02/28/21	1,065	0.920%	775,000.00	812,902.34	(13,951.17)	798,951.17	1,347.83
US Treasury Notes	1.250%	06/27/16	03/31/21	1,096	0.980%	1,265,000.00	1,281,108.99	(5,863.29)	1,275,245.70	43.20
US Treasury Notes	2.000%	01/05/17	05/31/21	1,157	1.870%	1,300,000.00	1,307,007.81	(1,904.63)	1,305,103.18	8,714.29
US Treasury Notes	2.000%	09/01/16	05/31/21	1,157	1.220%	1,950,000.00	2,020,078.13	(22,867.56)	1,997,210.57	13,071.43
US Treasury Notes	2.000%	10/05/16	08/31/21	1,249	1.210%	1,275,000.00	1,322,862.30	(14,246.67)	1,308,615.63	2,217.39
US Treasury Notes	2.000%	12/05/16	08/31/21	1,249	1.930%	2,150,000.00	2,156,382.81	(1,705.36)	2,154,677.45	3,739.13
US Treasury Notes	1.250%	03/13/17	10/31/21	1,310	2.110%	855,000.00	822,603.52	7,048.93	829,652.45	4,487.57
US Treasury Notes	2.000%	08/30/17	10/31/21	1,310	1.640%	2,000,000.00	2,028,515.63	(3,878.53)	2,024,637.10	16,795.58
US Treasury Notes	1.750%	04/03/17	11/30/21	1,340	1.860%	1,500,000.00	1,492,734.38	1,499.83	1,494,234.21	8,798.08
US Treasury Notes	1.750%	10/03/17	11/30/21	1,340	1.860%	1,500,000.00	1,495,195.31	555.12	1,495,750.43	8,798.08
US Treasury Notes	2.125%	06/28/17	12/31/21	1,371	1.720%	4,000,000.00	4,070,781.25	(11,520.05)	4,059,261.20	21,367.40
US Treasury Notes	1.750%	08/01/17	02/28/22	1,430	1.780%	1,800,000.00	1,797,539.06	353.68	1,797,892.74	2,739.13
US Treasury Notes	1.750%	05/11/17	04/30/22	1,491	1.930%	1,050,000.00	1,040,935.55	1,562.76	1,042,498.31	7,715.47
US Treasury Notes	1.875%	01/02/18	09/30/22	1,644	2.240%	275,000.00	270,552.73	216.79	270,769.52	14.09
Inter-American Development Bank	1.000%	04/12/16	05/13/19	408	1.100%	790,000.00	787,630.00	1,502.80	789,132.80	3,028.33
African Development Bank Note	1.125%	09/14/16	09/20/19	538	1.160%	505,000.00	504,464.70	270.80	504,735.50	173.59
Intl Bank of Recons and Dev Notes Global Notes	1.125%	08/18/17	11/27/19	606	1.500%	850,000.00	843,028.87	1,848.49	844,877.36	3,293.75
Intl Bank of Recons and Dev Notes (World Bank)	1.625%	03/14/16	03/09/21	1,074	1.730%	925,000.00	920,597.00	1,763.02	922,360.02	918.58
MS ST Taxable GO Bonds	1.472%	02/18/15	10/01/18	184	1.470%	150,000.00	150,000.00	-	150,000.00	1,104.00
NYC, NY Taxable GO Bonds	1.650%	03/31/15	10/01/18	184	1.650%	565,000.00	565,000.00	-	565,000.00	4,661.25
CT ST Taxable GO Bonds	1.974%	03/25/15	03/15/19	349	1.970%	300,000.00	300,000.00	-	300,000.00	263.20
UNIV OF CAL Taxable Rev Bonds	2.003%	03/25/15	05/15/19	410	2.000%	135,000.00	135,000.00	-	135,000.00	1,021.53
FL ST Board Admin Fin Corp Taxable Rev Bonds	2.163%	03/08/16	07/01/19	457	2.160%	925,000.00	925,000.00	-	925,000.00	5,001.94
CT ST Taxable GO Bonds	1.300%	08/03/16	08/15/19	502	1.230%	710,000.00	711,533.60	(824.07)	710,709.53	1,179.39
MS ST Taxable GO Bonds	1.679%	02/18/15	10/01/19	549	1.680%	310,000.00	310,000.00	-	310,000.00	2,602.45
NY Trans Fin Auth, NY Txbi Rev Bonds	2.750%	04/23/15	02/01/20	672	1.880%	375,000.00	389,816.25	(8,971.21)	380,845.04	1,718.75
NY Trans Fin Auth, NY Txbi Rev Bonds	1.500%	07/14/16	05/01/21	1,127	1.500%	600,000.00	600,000.00	-	600,000.00	3,750.00
FNMA Pool #AJ3174	3.500%	02/17/16	10/01/26	3,106	2.270%	304,252.30	323,268.07	(2,357.43)	320,910.64	887.40
FNMA Pool #AT3221	3.500%	06/17/16	03/01/27	3,257	2.270%	337,926.39	359,257.99	(2,026.15)	357,231.84	985.62
FN AL2092	3.000%	03/06/18	07/25/27	3,403	2.900%	534,741.92	535,410.35	-	535,410.35	1,336.85
FNMA Pool #AU1266	3.000%	10/31/17	07/25/28	3,769	2.240%	612,282.89	627,876.97	(141.32)	627,735.65	1,530.71
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	4,294	2.620%	237,953.90	251,933.69	(2,352.13)	249,581.56	694.03
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	4,506	2.350%	376,688.53	393,227.51	(2,354.27)	390,873.24	941.72
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	4,598	2.550%	401,670.44	427,716.25	(4,280.28)	423,435.97	1,171.54
Fannie Mae Pool	3.500%	02/13/18	01/25/33	5,414	2.980%	642,027.44	656,874.32	(201.75)	656,672.57	1,872.58

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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 03/31/18
Water Fund Operating Reserve (01-121800) Continued...										
FNMA Series 2015-M7 ASQ2	1.550%	04/30/15	04/01/18	1	0.830%	1,008.61	1,018.69	(10.08)	1,008.61	1.30
FNMA Series 2015-M15 ASQ2	1.899%	11/30/15	01/01/19	276	1.200%	62,354.57	62,978.11	(547.50)	62,430.61	98.63
Fannie Mae Series 2015-M13 ASQ2	1.646%	10/30/15	09/01/19	519	1.080%	163,129.20	164,762.76	(1,179.28)	163,583.48	223.76
Fannie Mae Series 2016-M1 ASQ2	2.132%	01/29/16	02/01/21	1,038	1.680%	807,154.78	815,212.13	(4,034.73)	811,177.40	1,434.04
FNMA Series 2010-18 LV	4.500%	07/21/15	04/01/21	1,097	2.030%	219,992.79	235,254.79	(15,262.00)	219,992.79	824.97
FHLMC Multifamily Structured Pool	2.741%	10/31/17	10/25/23	2,034	2.010%	646,870.13	659,806.23	(807.42)	658,998.81	1,477.56
FHLMC Multifamily Structured Pool	2.951%	12/15/17	02/25/24	2,157	2.240%	646,377.65	659,282.59	(489.07)	658,793.52	1,589.55
FNA 2017-M15 AV1	2.637%	11/30/17	11/25/24	2,431	2.230%	97,068.57	98,241.35	(34.12)	98,207.23	213.27
FHS 287 150	1.500%	12/21/17	10/15/27	3,485	2.480%	634,180.76	615,155.34	-	615,155.34	792.73
Fannie Mae Global Notes	1.625%	10/23/14	11/27/18	241	1.390%	990,000.00	999,405.00	(7,863.37)	991,541.63	5,541.25
FNMA Benchmark Note	1.375%	01/08/16	01/28/19	303	1.400%	275,000.00	274,829.50	123.59	274,953.09	661.72
FNMA Benchmark Note	1.000%	02/23/16	02/26/19	332	1.080%	1,100,000.00	1,097,404.00	1,808.21	1,099,212.21	1,069.44
FNMA Benchmark Note	1.000%	08/05/16	02/26/19	332	0.900%	2,255,000.00	2,260,705.15	(3,669.99)	2,257,035.16	2,192.36
Freddie Mac Notes	1.125%	03/24/16	04/15/19	380	1.150%	1,700,000.00	1,698,776.00	802.50	1,699,578.50	8,818.75
FNMA Notes	1.750%	06/30/16	06/20/19	446	0.800%	1,000,000.00	1,027,710.00	(16,263.00)	1,011,447.00	4,909.72
FHLB Global Note	1.125%	06/02/16	06/21/19	447	1.140%	1,050,000.00	1,049,559.00	261.88	1,049,820.88	3,281.25
FHLMC Reference Note	0.875%	07/20/16	07/19/19	475	0.960%	1,500,000.00	1,496,040.00	2,227.17	1,498,267.17	2,625.00
FNMA Benchmark Note	0.875%	07/29/16	08/02/19	489	0.930%	1,600,000.00	1,597,312.00	1,481.81	1,598,793.81	2,294.44
FHLB Global Note	0.875%	08/03/16	08/05/19	492	0.940%	600,000.00	598,848.00	632.28	599,480.28	816.67
FHLB Notes	1.375%	11/17/16	11/15/19	594	1.380%	1,790,000.00	1,789,588.30	186.34	1,789,774.64	9,298.06
FNMA Benchmark Note	1.750%	12/03/14	11/26/19	605	1.610%	475,000.00	478,063.75	(2,019.79)	476,043.96	2,886.28
FNMA Notes	1.500%	02/24/17	02/28/20	699	1.520%	1,075,000.00	1,074,312.00	246.81	1,074,558.81	1,478.13
FHLMC Agency	1.375%	04/19/17	04/20/20	751	1.490%	1,075,000.00	1,071,323.50	1,143.37	1,072,466.87	6,610.50
FNMA Notes	1.500%	08/01/17	07/30/20	852	1.600%	1,500,000.00	1,495,455.00	992.69	1,496,447.69	3,812.50
FHLB Notes	1.375%	09/08/17	09/28/20	912	1.480%	600,000.00	598,074.00	347.71	598,421.71	68.75
FHLB Global Note	1.125%	08/02/16	07/14/21	1,201	1.210%	1,000,000.00	996,160.00	1,265.33	997,425.33	2,406.25
FHLB Global Note	1.125%	07/14/16	07/14/21	1,201	1.250%	1,525,000.00	1,515,726.48	3,111.33	1,518,837.81	3,669.53
Fannie Mae Notes	1.875%	04/06/17	04/05/22	1,466	1.970%	1,120,000.00	1,114,971.20	944.00	1,115,915.20	10,266.67
Bank of Tokyo Mitsubishi UFJ	0.000%	11/13/17	05/11/18	41	1.570%	1,340,000.00	1,329,606.07	8,071.27	1,337,677.34	-
Toyota Motor Credit Corp	0.000%	11/01/17	07/27/18	118	1.650%	1,500,000.00	1,481,798.33	10,255.42	1,492,053.75	-
			Weighted Avg Maturity	1,090	1.539%	\$ 67,582,949.24	\$ 68,216,759.78	\$ (214,964.34)	\$ 68,001,795.44	\$ 267,123.91

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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 03/31/18
Water Fund L-T Water Capital Reserve (01-121900)										
IIIT - Money Market (PFM Asset Management)	1.640%	03/31/18	04/01/18	1	1.640%	216,010.11	216,010.11	-	216,010.11	-
US Treasury Notes	1.750%	02/03/16	10/31/20	945	1.350%	250,000.00	254,628.91	(2,071.51)	252,557.40	1,837.02
US Treasury Notes	2.000%	03/28/16	11/30/20	975	1.380%	265,000.00	272,442.77	(3,141.10)	269,301.67	1,776.37
US Treasury Notes	1.625%	11/14/16	11/30/20	975	1.400%	320,000.00	322,800.00	(936.85)	321,863.15	1,742.86
US Treasury Notes	2.000%	03/28/16	10/31/21	1,310	1.520%	275,000.00	282,014.65	(2,453.76)	279,560.89	2,309.39
US Treasury Notes	1.875%	01/12/15	11/30/21	1,340	1.780%	260,000.00	261,675.78	(757.10)	260,918.68	1,633.93
US Treasury Notes	1.500%	12/30/15	01/31/22	1,402	2.040%	75,000.00	72,697.27	819.73	73,517.00	186.46
US Treasury Notes	1.500%	09/03/15	01/31/22	1,402	1.870%	350,000.00	342,234.38	3,009.73	345,244.11	870.17
US Treasury Notes	1.625%	02/26/15	08/15/22	1,598	1.820%	175,000.00	172,662.11	930.55	173,592.66	353.50
US Treasury Notes	1.625%	12/04/15	11/15/22	1,690	1.930%	200,000.00	196,109.38	1,246.15	197,355.53	1,229.97
US Treasury Notes	1.500%	02/01/17	03/31/23	1,826	2.210%	425,000.00	407,800.78	3,066.81	410,867.59	17.42
US Treasury Notes	1.750%	04/24/15	05/15/23	1,871	1.790%	390,000.00	388,781.25	425.06	389,206.31	2,582.94
US Treasury Notes	1.375%	08/31/17	06/30/23	1,917	1.850%	175,000.00	170,378.91	441.41	170,820.32	604.89
US Treasury Notes	1.375%	01/03/17	08/31/23	1,979	2.240%	200,000.00	189,320.31	1,869.36	191,189.67	239.13
US Treasury Notes	1.375%	09/01/16	08/31/23	1,979	1.470%	275,000.00	273,259.77	378.13	273,637.90	328.80
US Treasury Notes	2.750%	12/05/16	11/15/23	2,055	2.260%	60,000.00	61,877.34	(335.23)	61,542.11	624.45
US Treasury Notes	2.750%	03/28/16	11/15/23	2,055	1.720%	150,000.00	160,974.61	(2,752.20)	158,222.41	1,561.12
US Treasury Notes	2.750%	10/09/15	11/15/23	2,055	1.910%	155,000.00	164,766.21	(2,830.32)	161,935.89	1,613.16
US Treasury Notes	2.750%	05/26/16	11/15/23	2,055	1.650%	275,000.00	296,097.66	(4,954.45)	291,143.21	2,862.05
US Treasury Notes	2.750%	10/05/16	02/15/24	2,147	1.480%	75,000.00	81,738.28	(1,302.23)	80,436.05	256.39
US Treasury Notes	2.500%	03/16/17	05/15/24	2,237	2.450%	300,000.00	300,960.94	(125.50)	300,835.44	2,838.40
US Treasury Notes	2.000%	06/28/17	05/31/24	2,253	1.970%	285,000.00	285,545.51	(54.65)	285,490.86	1,910.44
US Treasury Notes	2.375%	03/28/16	08/15/24	2,329	1.810%	200,000.00	208,679.69	(1,960.43)	206,719.26	590.47
US Treasury Notes	2.375%	08/02/17	08/15/24	2,329	2.070%	200,000.00	204,039.06	(352.90)	203,686.16	590.47
US Treasury Notes	2.125%	12/01/17	11/30/24	2,436	2.280%	475,000.00	470,416.99	196.18	470,613.17	3,383.07
US Treasury Notes	2.125%	05/03/16	05/15/25	2,602	1.780%	150,000.00	154,558.59	(902.24)	153,656.35	1,206.32
US Treasury Notes	2.250%	07/06/16	11/15/25	2,786	1.320%	105,000.00	113,813.28	(1,515.71)	112,097.57	894.10
US Treasury Notes	2.250%	06/27/16	11/15/25	2,786	1.450%	115,000.00	123,036.52	(1,422.88)	121,613.64	979.25
Inter-American Development Bank	1.000%	04/12/16	05/13/19	408	1.100%	140,000.00	139,580.00	266.32	139,846.32	536.67
Intl Bank of Recons and Dev Notes (World Bank)	1.625%	03/14/16	03/09/21	1,074	1.730%	150,000.00	149,286.00	285.90	149,571.90	148.96
Asian Development Bank Note	1.625%	03/16/16	03/16/21	1,081	1.640%	150,000.00	149,884.50	46.03	149,930.53	101.56
NYC, NY Taxable GO Bonds	1.650%	03/31/15	10/01/18	184	1.650%	95,000.00	95,000.00	-	95,000.00	783.75
FL ST Board Admin Fin Corp Taxable Rev Bonds	2.163%	03/08/16	07/01/19	457	2.160%	150,000.00	150,000.00	-	150,000.00	811.13
MS ST Taxable GO Bonds	1.679%	02/18/15	10/01/19	549	1.880%	40,000.00	40,000.00	-	40,000.00	335.80
NY Trans Fin Auth, NY Txbi Rev Bonds	2.750%	04/23/15	02/01/20	672	1.880%	75,000.00	77,963.25	(1,794.24)	76,169.01	343.75
CT ST Taxable GO Bonds	2.294%	03/25/15	03/15/20	715	2.290%	70,000.00	70,000.00	-	70,000.00	71.37
UNIV OF CAL Taxable Rev Bonds	2.253%	03/25/15	05/15/20	776	2.250%	50,000.00	50,000.00	-	50,000.00	425.57
NY Trans Fin Auth, NY Txbi Rev Bonds	1.500%	07/14/16	05/01/21	1,127	1.500%	100,000.00	100,000.00	-	100,000.00	625.00
FNMA Pool #AJ3174	3.500%	02/17/16	10/01/26	3,106	2.270%	48,733.07	51,778.87	(377.58)	51,401.29	142.14
FNMA Pool #AT3221	3.500%	06/17/16	03/01/27	3,257	2.270%	61,753.03	65,651.19	(370.26)	65,280.93	180.11
FNMA Pool #AU1266	3.000%	10/31/17	07/25/28	3,769	2.240%	141,296.05	144,894.69	(32.62)	144,862.07	353.24
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	4,294	2.620%	58,788.62	62,242.46	(581.12)	61,661.34	171.47
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	4,506	2.350%	56,503.26	58,984.13	(353.17)	58,630.96	141.26
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	4,598	2.550%	66,295.14	70,593.97	(706.46)	69,887.51	193.36

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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 03/31/18	
Water Fund L-T Water Capital Reserve (01-121900) Continued...											
FNMA Series 2015-M15 ASQ2	1.899%	11/30/15	01/01/19	276	1.200%	14,389.53	14,533.43	(126.35)	14,407.08	22.76	
Fannie Mae Series 2015-M13 ASQ2	1.646%	10/30/15	09/01/19	519	1.080%	30,706.68	31,014.16	(221.97)	30,792.19	42.12	
Fannie Mae Series 2016-M1 ASQ2	2.132%	01/29/16	02/01/21	1,038	1.680%	152,704.95	154,229.31	(763.32)	153,465.99	271.31	
FNMA SERIES 2015	2.013%	03/31/15	07/01/22	1,553	1.710%	13,922.56	14,061.54	(66.65)	13,994.89	23.36	
FHLMC Multifamily Structured Pool	2.741%	10/31/17	10/25/23	2,034	2.010%	124,398.10	126,885.82	(155.28)	126,730.54	284.15	
FHLMC Multifamily Structured Pool	2.951%	12/15/17	02/25/24	2,157	2.240%	198,885.43	202,856.18	(150.48)	202,705.70	489.09	
Fannie Mae Global Notes	1.625%	12/30/13	11/27/18	241	1.780%	275,000.00	273,036.50	1,691.54	274,728.04	1,166.84	
Fannie Mae Benchmark Notes	1.875%	05/15/14	02/19/19	325	1.550%	400,000.00	405,944.00	(4,807.69)	401,136.31	250.00	
FHLB Global Note	1.125%	06/02/16	06/21/19	447	1.140%	375,000.00	374,842.50	93.53	374,936.03	820.31	
FNMA Notes	1.000%	10/19/16	08/28/19	515	1.040%	2,135,000.00	2,132,651.50	1,185.18	2,133,836.68	177.92	
FHLB Global Note	1.125%	07/13/16	07/14/21	1,201	1.230%	250,000.00	248,767.50	414.10	249,181.60	367.19	
Fannie Mae Notes	1.875%	04/06/17	04/05/22	1,466	1.970%	500,000.00	497,755.00	421.43	498,176.43	3,802.08	
FNMA Notes	2.125%	04/26/16	04/24/26	2,946	2.210%	210,000.00	208,357.80	289.66	208,647.46	1,574.27	
			Weighted Avg Maturity		1.423	1.678%	\$ 12,529,386.53	\$ 12,609,915.36	\$ (21,299.45)	\$ 12,588,615.91	\$ 49,679.08
Capital Reserve (01-122000)											
IIIT - Money Market (PFM Asset Management)	1.640%	03/31/18	04/01/18	1	1.640%	2,661,560.57	2,661,560.57	-	2,661,560.57	-	
US Treasury Notes	0.750%	06/22/17	02/15/19	321	1.340%	600,000.00	594,234.37	2,690.26	596,924.63	559.39	
US Treasury Notes	1.625%	11/14/16	04/30/19	395	1.060%	915,000.00	927,509.77	(6,980.22)	920,529.55	6,243.23	
US Treasury Notes	0.875%	06/22/17	09/15/19	533	1.400%	2,500,000.00	2,471,191.41	9,942.04	2,481,133.45	1,010.53	
US Treasury Notes	1.500%	12/05/16	11/30/19	609	1.450%	775,000.00	776,210.94	(529.27)	775,681.67	3,896.29	
US Treasury Notes	1.250%	01/05/17	01/31/20	671	1.520%	150,000.00	148,798.83	477.38	149,276.21	310.77	
US Treasury Notes	1.375%	02/01/17	02/29/20	700	1.570%	1,500,000.00	1,491,386.72	3,199.80	1,494,586.52	1,793.48	
US Treasury Notes	1.125%	03/14/17	03/31/20	731	1.700%	600,000.00	589,875.00	3,429.74	593,304.74	18.44	
US Treasury Notes	1.375%	06/22/17	03/31/20	731	1.490%	2,500,000.00	2,492,285.16	2,138.22	2,494,423.38	93.92	
US Treasury Notes	1.375%	05/09/17	05/31/20	792	1.700%	1,000,000.00	994,257.81	1,654.92	995,912.73	4,608.52	
US Treasury Notes	1.625%	06/28/17	06/30/20	822	1.500%	3,300,000.00	3,311,988.28	(2,969.54)	3,309,018.74	13,480.32	
US Treasury Notes	2.000%	07/06/17	07/31/20	853	1.610%	1,000,000.00	1,011,757.81	(2,760.81)	1,008,997.00	3,314.92	
US Treasury Notes	2.000%	06/22/17	07/31/20	853	1.550%	1,200,000.00	1,216,359.37	(3,994.94)	1,212,364.43	3,977.90	
US Treasury Notes	1.375%	08/30/17	08/31/20	884	1.450%	2,000,000.00	1,995,703.13	826.49	1,996,529.62	2,391.30	
US Treasury Notes	1.375%	10/05/17	09/30/20	914	1.640%	1,620,000.00	1,607,533.59	2,001.02	1,609,534.61	60.88	
US Treasury Notes	1.375%	11/01/17	10/31/20	945	1.770%	1,200,000.00	1,186,406.25	1,840.25	1,188,246.50	6,928.18	
US Treasury Notes	1.750%	12/01/17	12/31/20	1,006	1.910%	2,500,000.00	2,488,281.25	1,210.70	2,489,491.95	10,997.93	
US Treasury Notes	1.375%	01/02/18	01/31/21	1,037	2.050%	750,000.00	735,029.30	1,137.14	736,166.44	1,709.25	
Intl Bank of Recons and Dev Notes (World Bank)	0.875%	04/12/16	07/19/18	110	0.950%	600,000.00	598,938.00	919.01	599,857.01	1,050.00	
African Development Bank Note	1.625%	10/31/16	10/02/18	185	1.120%	200,000.00	201,914.00	(1,407.07)	200,506.93	1,615.97	
Inter-American Development Bank	1.000%	04/12/16	05/13/19	408	1.100%	420,000.00	418,740.00	798.96	419,538.96	1,610.00	
African Development Bank Note	1.125%	09/14/16	09/20/19	538	1.160%	235,000.00	234,750.90	126.01	234,876.91	80.78	
Intl Bank of Recons and Dev Notes Global Notes		08/18/17	11/27/19	606	1.500%	1,000,000.00	991,798.67	2,174.69	993,973.36	3,875.00	
FL ST Board Admin Fin Corp Taxable Rev Bonds	2.163%	03/08/16	07/01/19	457	2.160%	600,000.00	600,000.00	-	600,000.00	3,244.50	
CT ST Taxable GO Bonds	1.300%	08/03/16	08/15/19	502	1.230%	330,000.00	330,712.80	(383.02)	330,329.78	548.17	

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
March 31, 2018

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 03/31/18
Capital Reserve (01-122000) Continued...										
FNMA SERIES 2015 M7	1.550%	04/30/15	04/01/18	1	1.260%	605.15	611.20	(6.05)	605.15	0.78
FNMA Series 2014-M1 ASQ2	2.323%	09/01/16	11/01/18	215	1.150%	164,955.80	168,461.12	(2,816.59)	165,644.53	319.33
FNMA Series 2015-M15 ASQ2	1.899%	11/30/15	01/01/19	276	1.200%	41,569.74	41,985.44	(365.01)	41,620.43	65.75
FNMA Series 2016-M3 ASQ2	1.785%	06/09/16	06/01/19	427	1.050%	60,280.30	60,883.09	(421.62)	60,461.47	89.67
Fannie Mae Series 2015-M13 ASQ2	1.846%	10/30/15	09/01/19	519	1.080%	105,554.17	106,611.19	(763.07)	105,848.12	144.79
Freddie Mac Series 4459 NB	4.500%	06/11/15	01/01/20	641	0.770%	15,999.32	16,774.28	(503.54)	16,270.74	60.00
FNMA Series 2015-M12 FA	0.540%	09/30/15	04/25/20	756	0.540%	228,173.10	228,090.98	82.12	228,173.10	366.62
FNMA Series 2010-18 LV	4.500%	07/21/15	04/01/21	1,097	2.030%	153,994.95	164,678.35	(10,683.40)	153,994.95	577.48
FN AL2092	3.000%	03/06/18	07/25/27	3,403	2.900%	407,510.22	408,019.61	-	408,019.61	1,018.78
FHLB Global Note	0.875%	08/25/16	10/01/18	184	0.910%	550,000.00	549,626.00	283.98	549,909.98	2,406.25
FNMA Benchmark Note	1.125%	09/01/15	10/19/18	202	1.180%	1,475,000.00	1,472,610.50	1,962.93	1,474,573.43	7,467.19
FHLB Notes	1.250%	12/08/16	01/16/19	291	1.250%	700,000.00	699,972.00	16.53	699,988.53	1,822.92
FNMA Benchmark Note	1.375%	01/08/16	01/28/19	303	1.400%	1,255,000.00	1,254,221.90	564.03	1,254,785.93	3,019.84
FNMA Benchmark Note	1.000%	02/23/16	02/26/19	332	1.080%	1,475,000.00	1,471,519.00	2,424.65	1,473,943.65	1,434.03
Freddie Mac Notes	1.125%	03/31/16	04/15/19	380	1.050%	925,000.00	927,201.50	(1,441.39)	925,760.11	4,798.44
FHLB Global Note	1.125%	06/27/16	06/21/19	447	0.820%	1,125,000.00	1,135,196.42	(5,982.01)	1,129,214.41	3,515.63
FHLMC Reference Note	0.875%	07/19/16	07/19/19	475	0.960%	650,000.00	648,427.00	885.34	649,312.34	1,137.50
FNMA Benchmark Note	0.875%	07/29/16	08/02/19	489	0.930%	750,000.00	748,740.00	694.60	749,434.60	1,075.52
Freddie Mac Notes	1.375%	07/18/17	08/15/19	502	1.450%	1,900,000.00	1,897,207.00	939.76	1,898,146.76	3,338.19
FNMA Notes	0.875%	08/31/16	08/28/19	515	1.050%	1,675,000.00	1,672,387.00	1,371.51	1,673,758.51	1,535.42
FHLB Global Note	1.000%	10/03/16	09/26/19	544	1.010%	750,000.00	749,737.50	130.62	749,868.12	104.17
FNMA Notes	1.500%	02/24/17	02/28/20	699	1.520%	750,000.00	749,520.00	172.19	749,692.19	1,031.25
FHLMC Agency	1.375%	04/19/17	04/20/20	751	1.490%	1,200,000.00	1,195,896.00	1,276.32	1,197,172.32	7,379.17
FNMA Notes	1.500%	07/28/17	07/30/20	852	1.600%	2,500,000.00	2,492,425.00	1,654.48	2,494,079.48	6,354.17
FHLB Notes	1.375%	09/08/17	09/28/20	912	1.480%	1,300,000.00	1,295,827.00	753.38	1,296,580.38	148.96
Bank of Tokyo Mitsubishi UFJ	0.000%	11/13/17	05/11/18	41	1.570%	800,000.00	793,794.67	4,818.67	798,613.34	-
Credit Agricole CIB NY CP	0.000%	02/07/18	08/06/18	128	1.970%	600,000.00	594,150.00	1,722.50	595,872.50	-
Weighted Avg Maturity			623		1.454%	\$ 51,715,203.32	\$ 51,621,797.68	\$ 12,312.69	\$ 51,634,110.37	\$ 122,631.50
TOTAL ALL FUNDS					1.533%	\$152,550,536.80	\$153,113,238.58	\$ (192,714.43)	\$ 152,920,524.15	\$ 439,434.49
Less: Net Unsettled Trades									-	
									<u>\$ 152,920,524.15</u>	
March 31, 2018	90 DAY US TREASURY YIELD				1.73%	Longest Maturity	\$ 210,000.00		2,946	
	3 month US Treasury Bill Index				1.61%					
	0-3 Year US Treasury Index				2.11%					
	1-3 Year US Treasury Index				2.27%					
	1-5 Year US Treasury Index				2.36%					
	1-10 Year US Treasury Index				2.45%					

DUPAGE WATER COMMISSION
 ELMHURST, ILLINOIS
 TREASURER'S REPORT
 STATEMENT OF CASH FLOWS
 For the Period from May 1, 2017 to March 31, 2018

CASH FLOWS FROM OPERATING ACTIVITIES

Cash received from customers	\$ 121,044,170
Cash payments to suppliers	(104,248,412)
Cash payments to employees	<u>(2,742,606)</u>
Net cash from operating activities	14,053,152

CASH FLOWS FROM NONCAPITAL
FINANCING ACTIVITIES

Cash received from sales taxes	355,997
Cash received/paid from long term loans	(632,839)
Cash payments for net pension activity	<u>0</u>
Net cash from noncapital financing activities	(276,842)

CASH FLOWS FROM CAPITAL AND
RELATED FINANCING ACTIVITIES

Interest paid	0
Principal Paid	0
Construction and purchase of capital assets	<u>(3,460,957)</u>
Net cash from capital and related financing activities	(3,460,957)

CASH FLOWS FROM INVESTING ACTIVITIES

Investment income	<u>1,782,203</u>
Net cash from investing activities	1,782,203

Net Increase (Decrease) in cash and investments 12,097,556

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

CASH AND INVESTMENTS, MARCH 31, 2018 \$ 174,033,125

March 31, 2018
 TREASURER'S REPORT
 DPWC MONTHLY CASH/OPERATING REPORT



	3/31/2018		
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
	A	B	C
TABLE 1			
RESERVE ANALYSIS			
A .Operating Reserve <i># of days per current fiscal year management budget</i>	\$ 64,133,035 180	\$ 68,001,795 191	\$ 3,868,760
B. Capital Reserve	\$ 50,701,790	\$ 51,591,720	\$ 889,930
C. Long Term Water Capital Reserve	\$ 12,025,000	\$ 12,588,616	\$ 563,616
D. O+M Account (1)	\$ 9,569,638	\$ 33,285,192	\$ 23,715,554
E. Current Construction Obligation and Customer Construction Escrows	\$ 42,391	\$ 42,391	\$ -
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$ 136,471,853	\$ 165,509,714	\$ 29,037,860

TABLE 2	
OTHER CASH	
F. General Fund	\$ 8,523,134
G. Sales Tax	\$ 278
TOTAL TABLE 2-OTHER CASH	\$ 8,523,412
TOTAL MONTH END FUNDS CASH BALANCE-Table1+2	\$ 174,033,125

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

DATE: April 1, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION	Finance Committee	ORIGINATING DEPARTMENT	Finance
ITEM	An Ordinance Approving and Adopting an Annual Management Budget for the Fiscal Year Commencing May 1, 2018 and Ending April 30, 2019 Ordinance No. O-2-18	APPROVAL 	 
<p>Ordinance No. O-2-18 would approve and adopt the Annual Management Budget for the Fiscal Year Commencing May 1, 2018, and Ending April 30, 2019.</p>			
MOTION: To adopt Ordinance No. O-2-18.			

DUPAGE WATER COMMISSION

ORDINANCE NO. O-2-18

AN ORDINANCE APPROVING AND ADOPTING
AN ANNUAL MANAGEMENT BUDGET
FOR THE FISCAL YEAR COMMENCING
MAY 1, 2018 AND ENDING APRIL 30, 2019

WHEREAS, the General Manager and Administrative Staff of the DuPage Water Commission (the "Commission") prepared and submitted a tentative annual Management Budget for the fiscal year commencing May 1, 2018 and ending April 30, 2019, as and when required by Article X, Section 2 of the Commission's By-Laws, as amended from time to time; and

WHEREAS, due notice having been given, a hearing was held on the tentative annual Management Budget prior to any final action being taken thereon, at which time the Charter Customers were heard; and

WHEREAS, after full review and consideration, the Commission has determined that it is reasonable, necessary and desirable for the Commission to approve and adopt the budget set forth in Exhibit 1 attached hereto and by this reference incorporated herein and made a part hereof as and for its Management Budget for the fiscal year commencing May 1, 2018 and ending April 30, 2019; and

WHEREAS, it appearing to the Commission that all things required for the approval and adoption of said Management Budget have been complied with;

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

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

Ordinance No. O-2-18

SECTION TWO: The Budget attached hereto as Exhibit 1 and by this reference incorporated herein and made a part hereof shall be and hereby is approved and adopted as and for the Management Budget of the DuPage Water Commission for the fiscal year commencing May 1, 2018 and ending April 30, 2019.

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2018.

Chairman

ATTEST:

Clerk

Board/Ordinances/2018/O-2-18.docx

EXHIBIT 1

BUDGET REPORT
2018-2019 Budget Year
01 WATER FUND

ACCOUNT NO#	ACCOUNT NAME	UNITS	UNIT COST	ITEM ANNUAL TOTAL	ANNUAL BUDGET
01-511100	O&M PAYMENTS- GOVERNMENTAL				119,157,325.04
	May 2018 - April 2019 \$4.94	97.6	24120916	119,157,325.04	
01-511200	O&M PAYMENTS- PRIVATE				2,880,084.22
	May 2018 - April 2019 \$4.94	2.4	583013	2,880,084.22	
01-512100	FIXED COST PAYMENTS- GOVT				0.00
	Funded by Sales Tax			0.00	
01-512200	FIXED COST PAYMENTS-PRIVATE				0.00
	Funded by Sales Tax			0.00	
01-513100	SUBSEQUENT CUSTOMER - GOVT				344,157.00
	Winfield			100,409.00	
	Oakbrook Terrace			31,708.00	
	Du Page County			212,040.00	
01-513200	SUBSEQUENT CUSTOMER - PRIVATE				509,465.00
	IAWC			346,892.00	
	Argonne Labs			162,573.00	
01-514100	EMERGENCY WATER SERVICE- GOVT				20,240.00
	Annual Fee	1	7,890.00	7,890.00	
	Water Use	2500	4.94	12,350.00	
01-514200	EMERGENCY WATER SERVICE				0.00
01-520000	PROPERTY TAX				0.00
01-530000	SALES TAX				0.00
01-530010	SALES TAXES - WATER REVENUE				0.00
	All receipts until budget met			-	
01-530030	WATER FUND - GENERAL				0.00
	Remaining Receipts until FYE			-	
01-540000	RENTAL INCOME				0.00
01-581000	INVESTMENT INCOME				656,750.00
01-581001	INTEREST INCOME				12,500.00
01-590000	OTHER INCOME				0.00
01-590100	SALE OF EQUIPMENT				0.00
01-592000	CONTRIBUTIONS				0.00
PAGE TOTAL					123,580,521.26
TOTAL REVENUES					123,580,521.26 (Credit)

BUDGET REPORT
2018-2019 Budget Year
01 WATER FUND

ACCOUNT NO#	ACCOUNT NAME	UNITS	UNIT COST	ITEM ANNUAL TOTAL	ANNUAL BUDGET
01-60-611100	ADMIN SALARIES				1,386,250.00
	Administration	1	1,360,850.00	1,360,850.00	
	Treasurer	12	1,666.67	20,000.00	
	Commissioner	9	600.00	5,400.00	
01-60-611200	OPERATIONS SALARIES				1,697,844.00
	Operations Department	1	572,321.00	572,321.00	
	Pipeline Department	1	648,013.00	648,013.00	
	Instrum/Remote Fac Dept	1	477,510.00	477,510.00	
01-60-611300	SUMMER INTERNS				40,000.00
	Interns	4	10,000.00	40,000.00	
01-60-611600	ADMIN OVERTIME				7,400.00
	less than 1% of Admin Employees	1	7,400.00	7,400.00	
01-60-611700	OPERATIONS OVERTIME				186,762.84
	11% of Oper Payroll	1	186,762.84	186,762.84	
01-60-612100	PENSION				335,460.55
	2018 IMRF rate = 7.31% (8% used)			265,460.55	
	Retiree Costs			70,000.00	
01-60-612200	MEDICAL/LIFE BENEFITS				817,320.00
	Blue Cross Blue Shield	7	59,000.00	413,000.00	
	15% Increase for 2019	5	67,850.00	339,250.00	
	Metlife Dental/Vision	7	5,500.00	38,500.00	
	15% Increase for 2019	5	6,325.00	31,625.00	
	Principle Life & ADD	7	1,000.00	7,000.00	
	10% Increase for 2019	5	1,100.00	5,500.00	
	Healthiest You	12	350.00	4,200.00	
	Envision Healthcare	12	60.00	720.00	
	Employee Contribution 20%			(164,475.00)	
	Employer H.S.A Contribution	1	142,000.00	142,000.00	
01-60-612300	FEDERAL PAYROLL TAXES				253,846.64
	Social Security			205,731.92	
	Medicare			48,114.72	
01-60-612800	STATE UNEMPLOYMENT				13,780.00
	Illinois Estimated 2.65% for 2018			13,780.00	
01-60-613100	TRAVEL				10,800.00
	GM Auto Allowance	12	500.00	6,000.00	
	ISTHA Tolls	12	300.00	3,600.00	
	Parking	12	50.00	600.00	
	Non Commission Vehicles			600.00	

PAGE TOTAL

4,749,464.03

BUDGET REPORT
2018-2019 Budget Year
01 WATER FUND

ACCOUNT NO#	ACCOUNT NAME	UNITS	UNIT COST	ITEM ANNUAL TOTAL	ANNUAL BUDGET
01-60-613200	TRAINING				38,150.00
	Instrumentation Classes	6	250.00	1,500.00	
	Admin Training	10	350.00	3,500.00	
	O&M Classes	12	250.00	3,000.00	
	Infor Training	1	5,000.00	5,000.00	
	Mgr/Supv Training	1	3,000.00	3,000.00	
	Sharepoint	1	1,800.00	1,800.00	
	Electrical/GIS Training	3	1,500.00	4,500.00	
	Hach Lab Training	1	2,000.00	2,000.00	
	Incode Training	2	2,000.00	4,000.00	
	Operator/Pipeline Training	4	500.00	2,000.00	
	Webinars	3	250.00	750.00	
	Supervisor Training	4	500.00	2,000.00	
	Underground Storage Tank	2	800.00	1,600.00	
	Corrossion Protection Training	1	2,500.00	2,500.00	
	OSHA Public Sector Certification	1	500.00	500.00	
	AUTOCAD	1	500.00	500.00	
01-60-613301	CONFERENCES				35,150.00
	AMWA Conference	1	3,000.00	3,000.00	
	AWWA ACE (Nevada)	2	3,000.00	6,000.00	
	Misc Conference	3	2,500.00	7,500.00	
	ILGISA Conference	1	300.00	300.00	
	ISAWWA Annual Mtg	4	900.00	3,600.00	
	IRTHNET User Conference	1	1,850.00	1,850.00	
	Facilities Management	1	2,000.00	2,000.00	
	National Safety Conference	2	3,300.00	6,600.00	
	ILGFOA Conference	1	1,500.00	1,500.00	
	IPSI Conference	2	1,400.00	2,800.00	
01-60-613302	TUITION REIMBURSEMENT				0.00
01-60-619100	OTHER PERSONNEL COSTS				26,300.00
	Annual Physicals	30	300.00	9,000.00	
	Pre-employment Physicals	3	400.00	1,200.00	
	Employment Ads	3	2,500.00	7,500.00	
	Background Checking	10	500.00	5,000.00	
	Employee Assistance	12	150.00	1,800.00	
	Security at Commission Mtg	12	150.00	1,800.00	
01-60-621000	WATER CONSERVATION PROGRAM				11,000.00
	Resources	1	10,000.00	10,000.00	
	Consulting	1	1,000.00	1,000.00	
01-60-623200	BOND ISSUE ADVISORY SERVICES				0.00
01-60-623300	INVESTMENT FEES & BANK CHARGE				103,200.00
	Investment Fees	1	102,000.00	102,000.00	
	Banking Fees	12	100.00	1,200.00	
PAGE TOTAL					213,800.00

BUDGET REPORT
2018-2019 Budget Year
01 WATER FUND

ACCOUNT NO#	ACCOUNT NAME	UNITS	UNIT COST	ITEM ANNUAL TOTAL	ANNUAL BUDGET
01-60-625100	LEGAL SERVICES- GENERAL				90,000.00
	General	1	65,000.00	65,000.00	
	Litigation	1	25,000.00	25,000.00	
01-60-625200	BOND COUNSEL				0.00
	Certificate of Debt	1	0.00	0.00	
01-60-625300	LEGAL SERVICES- SPECIAL				50,000.00
	As Required			50,000.00	
01-60-625800	LEGAL NOTICES				37,500.00
	Admin Legal Notices	1	8,500.00	8,500.00	
	Project Legal Notices	10	1,200.00	12,000.00	
	Operations Legal Notices	4	2,000.00	8,000.00	
	Treasurers Report	1	8,000.00	8,000.00	
	HR Notices	2	500.00	1,000.00	
01-60-625900	OTHER LEGAL SERVICES				0.00
01-60-626000	AUDIT SERVICES				30,000.00
	Audit FY 2018	1	30,000.00	30,000.00	
01-60-628000	CONSULTING SERVICES				255,500.00
	Network Consultants	1	40,000.00	40,000.00	
	Incode Finance Programming	1	15,000.00	15,000.00	
	Unidentified Services	1	50,000.00	50,000.00	
	Application Develop.	1	30,000.00	30,000.00	
	Electrical Supply Consult	1	10,000.00	10,000.00	
	Insurance Consultant	1	10,000.00	10,000.00	
	Stand Operating Procedures	1	3,000.00	3,000.00	
	Document Management	1	5,000.00	5,000.00	
	Engineering Consult	1	70,000.00	70,000.00	
	HR Consultants	1	20,000.00	20,000.00	
	Actuarial Consultant	1	2,500.00	2,500.00	
01-60-629000	CONTRACTUAL SERVICES				514,320.00
	Accounting Service	12	5,500.00	66,000.00	
	Annual UPS Maintenance	1	12,000.00	12,000.00	
	IRTHNET Service / Storage	1	22,500.00	22,500.00	
	Custodial Service	12	2,500.00	30,000.00	
	Landscaping Services	7	5,000.00	35,000.00	
	Landscape Conversion	1	13,000.00	13,000.00	
	Window Cleaning Service	12	1,000.00	12,000.00	
	Elevator Service Contract	12	200.00	2,400.00	
	Fire Alarm Panel Service	12	1,300.00	15,600.00	
	Exterminator Service	12	200.00	2,400.00	
	Refuse Service	12	700.00	8,400.00	
	Floor Mat Service	12	600.00	7,200.00	
	Server Hardware Agreement	1	6,000.00	6,000.00	
	Temporary Personnel Services	1	30,000.00	30,000.00	
PAGE TOTAL					977,320.00

BUDGET REPORT
2018-2019 Budget Year
01 WATER FUND

ACCOUNT NO#	ACCOUNT NAME	UNITS	UNIT COST	ITEM ANNUAL TOTAL	ANNUAL BUDGET
01-60-629000	CONTRACTUAL SERVICES (CONT.)				
	Network Support/Monitoring	12	8,300.00	99,600.00	
	HVAC Service and Controls Contract	1	15,000.00	15,000.00	
	Overhead Door Service Contract	1	7,000.00	7,000.00	
	Hydro Excavation Services	1	50,000.00	50,000.00	
	dpwc.org Web Hosting	12	60.00	720.00	
	Annual Freq Protection	1	500.00	500.00	
	HSQ Maintenance Contract	1	10,000.00	10,000.00	
	Cloud Backup Service	1	1,000.00	1,000.00	
	Hach Maintenance	1	7,000.00	7,000.00	
	Terrazzo Floor Maintenance	1	10,000.00	10,000.00	
	Generator Service and PM	12	2,000.00	24,000.00	
	Email Threat Protection	1	4,200.00	4,200.00	
	GPS Vehicle Tracking	12	400.00	4,800.00	
	Rating Agency Annual Fees	2	4,000.00	8,000.00	
	HELIX Cloud EP Security (3 yr)	1	10,000.00	10,000.00	
01-60-641100	GENERAL LIABILITY INSURANCE				53,500.00
	General Liability	1	35,000.00	35,000.00	
	UST	1	1,500.00	1,500.00	
	Crime	1	5,000.00	5,000.00	
	Pollution (1/3 of Premium)	1	12,000.00	12,000.00	
01-60-641200	PUBLIC OFFICIAL LIABILITY				22,300.00
	Treasurer's Bond	1	5,300.00	5,300.00	
	General Manager's Bond	1	15,000.00	15,000.00	
	Commissioners' Bond	1	2,000.00	2,000.00	
01-60-641500	WORKER'S COMPENSATION				105,000.00
	Illinois Public Risk Fund	1	105,000.00	105,000.00	
01-60-641600	EXCESS LIABILITY COVERAGE				35,000.00
	Umbrella	1	35,000.00	35,000.00	
01-60-642100	PROPERTY INSURANCE				381,000.00
	Property	1	345,000.00	345,000.00	
	Insurance Fees	1	36,000.00	36,000.00	
01-60-642200	AUTOMOBILE INSURANCE				17,000.00
	Auto Insurance	1	17,000.00	17,000.00	
01-60-649100	SELF INSURANCE PROPERTY				50,000.00
	Above & Below Ground 1 Incident	1	50,000.00	50,000.00	
01-60-651200	GENERATOR DIESEL FUEL				112,500.00
	Diesel Fuel	25,000	4.50	112,500.00	
01-60-651300	NATURAL GAS				33,000.00
	Natural Gas Service	1	33,000.00	33,000.00	
01-60-651401	TELEPHONE				33,660.00
	MIS - IP Flex	12	700.00	8,400.00	
	POTS Lines	12	500.00	6,000.00	
PAGE TOTAL					842,960.00

BUDGET REPORT
2018-2019 Budget Year
01 WATER FUND

ACCOUNT NO#	ACCOUNT NAME	UNITS	UNIT COST	ITEM ANNUAL TOTAL	ANNUAL BUDGET
01-60-651401	TELEPHONE (CONT.)				
	ComCast Internet	12	360.00	4,320.00	
	IP Flex Call Plan C	12	225.00	2,700.00	
	Ipad Internet Services	12	750.00	9,000.00	
	GPS Correction Signal	1	840.00	840.00	
	U-Verse Internet	12	200.00	2,400.00	
01-60-651402	CELL PHONE & CORR. TELEMETRY				28,800.00
	Cellular Service	12	2,000.00	24,000.00	
	Cellular RTU Charge	12	150.00	1,800.00	
	Phones and supplies	1	3,000.00	3,000.00	
01-60-651403	RADIOS				9,360.00
	STARCOM21	12	780.00	9,360.00	
01-60-651404	REPAIRS & EQUIPMENT				4,000.00
	Cellular Repair	1	1,000.00	1,000.00	
	Vehicle Radio Removal/Replacement	1	800.00	800.00	
	Radio Maintenance	12	100.00	1,200.00	
	450 MHZ Radio Replacements	2	500.00	1,000.00	
01-60-652100	OFFICE SUPPLIES				29,120.00
	General Office Supplies	12	2,210.00	26,520.00	
	Print supplies	1	600.00	600.00	
	Check Stock	1	1,000.00	1,000.00	
	Printer & Plotter Paper	1	1,000.00	1,000.00	
01-60-652200	BOOKS & PUBLICATIONS				4,396.00
	Blue Book Subscription	1	1,650.00	1,650.00	
	Training References	2	1,000.00	2,000.00	
	Standards & References	1	250.00	250.00	
	Eng News Record	1	90.00	90.00	
	Best's Key Rating Guide	1	165.00	165.00	
	Rothstein OSHA Law	1	116.00	116.00	
	GIS Books	1	125.00	125.00	
01-60-653100	PRINTING- GENERAL				8,650.00
	Large Print Jobs	1	750.00	750.00	
	Photos	1	500.00	500.00	
	Letterhead	1	800.00	800.00	
	Forms	1	200.00	200.00	
	Business Cards	4	100.00	400.00	
	Construction Plan Printing	1	2,000.00	2,000.00	
	Annual Reports	1	2,000.00	2,000.00	
	Printing & Mounting	1	2,000.00	2,000.00	

PAGE TOTAL

84,326.00

BUDGET REPORT
2018-2019 Budget Year
01 WATER FUND

ACCOUNT NO#	ACCOUNT NAME	UNITS	UNIT COST	ITEM ANNUAL TOTAL	ANNUAL BUDGET
01-60-653200	POSTAGE & DELIVERY				6,600.00
	US Postal Service	12	200.00	2,400.00	
	Overnight Service Board	12	100.00	1,200.00	
	Overnight Delivery Misc	10	300.00	3,000.00	
01-60-654000	PROFESSIONAL DUES				22,605.00
	NACE Dues (2 yrs)	4	250.00	1,000.00	
	Operators License	12	40.00	480.00	
	ISA Membership Dues	2	250.00	500.00	
	GFOA Dues	1	250.00	250.00	
	IL GFOA Dues	1	500.00	500.00	
	AWWA & AMWA Commission Dues	1	13,500.00	13,500.00	
	AWWA Research Fund	1	2,500.00	2,500.00	
	Mid Central Water Works	2	125.00	250.00	
	ILGISA Membership Dues	1	100.00	100.00	
	Alliance for Water Efficiency	1	3,200.00	3,200.00	
	Membership IFMA	1	325.00	325.00	
01-60-655000	REPAIRS & MAINT- OFFICE EQUIP				13,620.00
	Copier Maint	12	500.00	6,000.00	
	Copier Usage	12	350.00	4,200.00	
	Postage Meter Rental	4	630.00	2,520.00	
	Postage Meter Repairs	1	900.00	900.00	
01-60-656000	REPAIRS & MAINT- BLDGS & GRNDS				219,000.00
	Custodial Supplies	12	800.00	9,600.00	
	Fire Alarm Monitor Service	1	1,500.00	1,500.00	
	Police & Fire Protection	1	61,000.00	61,000.00	
	City Elevator Inspection	2	500.00	1,000.00	
	Building Supplies	12	1,500.00	18,000.00	
	HVAC Systems & Modifications	1	10,000.00	10,000.00	
	Rock Salt & Icemelt	1	11,000.00	11,000.00	
	Fire Ext Recharge	1	2,000.00	2,000.00	
	Quick Response Electrical Work	1	40,000.00	40,000.00	
	Security Syst Maintenance	1	17,000.00	17,000.00	
	Forklift Truck Repair	2	1,200.00	2,400.00	
	Elevator Repairs	2	2,500.00	5,000.00	
	Underground Storage Testing	1	2,500.00	2,500.00	
	Battery Repair & Service	4	1,500.00	6,000.00	
	Generator Repairs	1	10,000.00	10,000.00	
	Generator UPS Replacement	1	5,000.00	5,000.00	

PAGE TOTAL

261,825.00

BUDGET REPORT
2018-2019 Budget Year
01 WATER FUND

ACCOUNT NO#	ACCOUNT NAME	UNITS	UNIT COST	ITEM ANNUAL TOTAL	ANNUAL BUDGET
01-60-656000	REPAIRS & MAINT- BLDGS & GRNDS (CONT.)				
	Aerial Lift Service	1	2,000.00	2,000.00	
	Chillers	1	10,000.00	10,000.00	
	Crane Inspections & Repairs	1	5,000.00	5,000.00	
01-60-658000	COMPUTER SOFTWARE				27,300.00
	Network Upgrades	1	20,000.00	20,000.00	
	Misc. GIS software	1	300.00	300.00	
	Document Management System	1	2,000.00	2,000.00	
	Misc Software Programs	1	5,000.00	5,000.00	
01-60-659000	COMPUTER/SOFTWARE MAINTENANCE				103,900.00
	ESRI Software Maint.	1	10,100.00	10,100.00	
	Infor 7i Software Maint	1	47,250.00	47,250.00	
	Incode Software	1	15,000.00	15,000.00	
	AUTOCAD License	1	1,200.00	1,200.00	
	Maplogic Layout Manager	1	250.00	250.00	
	Google SketchUp Pro	1	200.00	200.00	
	Google Earth Pro	1	400.00	400.00	
	Document Management Maint.	1	2,000.00	2,000.00	
	Misc Hardware and Repairs	1	4,000.00	4,000.00	
	Software License Renewals	1	12,000.00	12,000.00	
	HP Maintenance Agreement	1	1,500.00	1,500.00	
	Office 365 Government	1	10,000.00	10,000.00	
01-60-659100	OTHER ADMINISTRATIVE EXPENSE				13,900.00
	Misc Meeting Expenses	1	3,000.00	3,000.00	
	Retirement Plaques	3	200.00	600.00	
	Scanning Service	1	4,000.00	4,000.00	
	HR Plus Background Checks	6	1,000.00	6,000.00	
	Notary Public Renewals	3	100.00	300.00	
01-60-661101	WATER BILLING				101,120,000.00
	Water Purchase (May-April) \$3.95		25,600,000	101,120,000.00	
01-60-661102	ELECTRICITY				1,300,000.00
	LPS Electrical Charges	1	1,300,000.00	1,300,000.00	

PAGE TOTAL

102,565,100.00

BUDGET REPORT
2018-2019 Budget Year
01 WATER FUND

ACCOUNT NO#	ACCOUNT NAME	UNITS	UNIT COST	ITEM ANNUAL TOTAL	ANNUAL BUDGET
01-60-661103	OPERATIONS & MAINTENANCE				780,000.00
	LPS 50% O&M Charges	12	65,000.00	780,000.00	
01-60-661104	MAJOR MAINTENANCE				150,000.00
	HVAC Upgrade	1	100,000.00	100,000.00	
	Generator Maintenance	1	50,000.00	50,000.00	
01-60-661105	MAJOR MAINTENANCE BILLED				0.00
01-60-661200	ELECTRIC- DuPAGE				0.00
01-60-661201	PUMP STATION				1,800,000.00
	DPS Electrical Charges	1	1,800,000.00	1,800,000.00	
01-60-661202	METER STATION, ROV, TANK SITE				147,000.00
	COMED Accts	1	136,000.00	136,000.00	
	Naper Accts	1	11,000.00	11,000.00	
01-60-661300	WATER CHEMICALS				26,700.00
	Sodium Hypochlorite	6	3,750.00	22,500.00	
	De-Chlor Chemicals	6	700.00	4,200.00	
01-60-661400	WATER TESTING				24,750.00
	Analyzers, Supplies & Equipment	1	18,000.00	18,000.00	
	IEPA Lab Testing Program	1	2,750.00	2,750.00	
	Suburban Lab (Misc)	1	4,000.00	4,000.00	
01-60-661403	WATER TESTING - COR CONTROL				0.00
01-60-662000	PUMP STATION - OPERATING				
01-60-662100	PUMPING SERVICES				187,800.00
	Highlift Pump Repair	1	80,000.00	80,000.00	
	Small Tools / Equipment	12	600.00	7,200.00	
	Electrical Switchgear	1	5,000.00	5,000.00	
	Valves & Actuators	12	300.00	3,600.00	
	Compressor Repair	3	1,500.00	4,500.00	
	Electrical Supplies	12	450.00	5,400.00	
	Pumps Footing/Sump	12	400.00	4,800.00	
	Oil/Lubricants	12	300.00	3,600.00	
	Chlorine Feed Sys Repair	2	2,500.00	5,000.00	
	Backflow Preventor Service	1	5,000.00	5,000.00	
	Thermoscaning Service	1	3,500.00	3,500.00	
	Spare Motors	12	200.00	2,400.00	
	Compressed gases	12	75.00	900.00	
	Waste Oil Disposal	2	250.00	500.00	
	Pump Vibration Testing	1	5,000.00	5,000.00	
	Breaker Maintenance	1	30,000.00	30,000.00	
	Relay Calibration	1	10,000.00	10,000.00	
	Mechanical Seals	1	5,000.00	5,000.00	
	Multilin Replacement	4	1,600.00	6,400.00	

PAGE TOTAL

3,116,250.00

BUDGET REPORT
2018-2019 Budget Year
01 WATER FUND

ACCOUNT NO#	ACCOUNT NAME	UNITS	UNIT COST	ITEM ANNUAL TOTAL	ANNUAL BUDGET
01-60-662300	METER TESTING & REPAIRS				18,300.00
	Test Bench Repairs	1	8,000.00	8,000.00	
	Meter Parts	1	5,000.00	5,000.00	
	Annual Scale Calibration	1	2,800.00	2,800.00	
	Compound Meter Testing	1	500.00	500.00	
	PLC Repairs and Maintenance	1	2,000.00	2,000.00	
01-60-662400	SCADA / INSTRUMENTATION				53,700.00
	SCADA Antenna Maintenance	1	2,500.00	2,500.00	
	Backup Telemetry Repairs	1	1,000.00	1,000.00	
	Instrumentation	1	16,000.00	16,000.00	
	Repair Circuit Boards	1	3,000.00	3,000.00	
	Annual Test Equipment Cal	1	4,000.00	4,000.00	
	SCADA Radio Repairs	1	2,000.00	2,000.00	
	Scada Backhaul	12	2,100.00	25,200.00	
01-60-662500	EQUIPMENT RENTAL				11,700.00
	Tools & Equipment	1	5,000.00	5,000.00	
	Manlift & Misc Tools	1	1,000.00	1,000.00	
	Traffic Lane Closure Setup	6	950.00	5,700.00	
01-60-662600	UNIFORMS				22,000.00
	Uniform Replacements	1	15,000.00	15,000.00	
	Work Boot	1	7,000.00	7,000.00	
01-60-662700	SAFETY				189,870.00
	Contract Training	1	48,170.00	48,170.00	
	Equipment/Supplies	1	7,000.00	7,000.00	
	Consultant Services	1	120,000.00	120,000.00	
	NSC Dues and Subscriptions	1	2,900.00	2,900.00	
	Professional Development	1	5,600.00	5,600.00	
	In-House Training Material	1	2,000.00	2,000.00	
	Safety & First Aid	12	350.00	4,200.00	

PAGE TOTAL

295,570.00

BUDGET REPORT
2018-2019 Budget Year
01 WATER FUND

ACCOUNT NO#	ACCOUNT NAME	UNITS	UNIT COST	ITEM ANNUAL TOTAL	ANNUAL BUDGET
01-60-663100	PIPELINE REPAIRS				475,000.00
	Major Pipe Repair	1	325,000.00	325,000.00	
	Manhole Repairs and Adjustments	1	100,000.00	100,000.00	
	Valves Repair	1	50,000.00	50,000.00	
10-60-663200	COR TESTING & MITIGATION				7,500.00
	Misc COR Testing	1	7,500.00	7,500.00	
01-60-663300	REMOTE FACILITIES MAINTENANCE				119,600.00
	Fencing Repairs	1	1,000.00	1,000.00	
	Quick Response Electrical Work	1	50,000.00	50,000.00	
	Minor Facility Repairs	1	10,000.00	10,000.00	
	Repair Parts	12	3,300.00	39,600.00	
	Landscaping Maintenance /Tanksites	1	5,000.00	5,000.00	
	Tool Replacement	1	1,000.00	1,000.00	
	Hoist Inspections	1	9,000.00	9,000.00	
	CP System Maintenance	1	4,000.00	4,000.00	
01-60-663400	PLAN REVIEW- PIPELINE CONFLICT				91,500.00
	JULIE Notification	4	19,000.00	76,000.00	
	Paint for JULIE Locating	1	3,000.00	3,000.00	
	Locating Transmitter/Receiver	2	5,500.00	11,000.00	
	Locating Flags	1	1,500.00	1,500.00	
01-60-663500	PIPELINE EQUIPMENT RENTAL				0.00
01-60-663700	PIPELINE SUPPLIES				54,250.00
	Pipe and Fittings	1	20,000.00	20,000.00	
	Misc. Supplies	1	34,250.00	34,250.00	
01-60-664000	MACHINERY & EQUIPMENT NON-CAP				58,850.00
	Utility Vehicle Tools	1	3,900.00	3,900.00	
	Traffic Barricade Batteries	1	250.00	250.00	
	Office Upgrades / Furniture	1	50,000.00	50,000.00	
	Desks	2	1,500.00	3,000.00	
	Misc Pipeline Equipment Repairs	1	1,700.00	1,700.00	
01-60-664100	REPAIRS & MAINT- VEHICLES				39,500.00
	Vehicle Maintenance	12	3,000.00	36,000.00	
	Oil Changes	1	3,500.00	3,500.00	
01-60-664200	FUEL- VEHICLES				37,200.00
	Bulk Fuel Purchase	24	1550.00	37,200.00	

PAGE TOTAL

883,400.00

BUDGET REPORT
2018-2019 Budget Year
01 WATER FUND

ACCOUNT NO#	ACCOUNT NAME	UNITS	UNIT COST	ITEM ANNUAL TOTAL	ANNUAL BUDGET
01-60-664300	LICENSES- VEHICLES				2,150.00
	City of Elmhurst	1	2,000.00	2,000.00	
	State of IL	1	150.00	150.00	
01-60-672100	BOND INTEREST- GO BONDS				0.00
01-60-672200	BOND INTEREST- REV BONDS				
	2013 Bond Int Pmts	1	-	-	-
	2013 Premium Amortization	1	-	-	-
01-60-672300	NOTE INTEREST - DEBT CERT.				0.00
01-60-672400	CAPITAL LEASE INTEREST				0.00
	Copier Lease Interest	1	-	-	
01-60-681000	LEASES				1,000.00
	ISTHA Pipe Crossings	1	500.00	500.00	
	ISTHA SCADA Antenna Use	1	500.00	500.00	
01-60-682000	PERMITS & FEES				14,450.00
	Cook County Maywood Easemt	1	3,500.00	3,500.00	
	IEPA APC Annual Fee	1	2,500.00	2,500.00	
	LPS Title Transfer Insur.	1	1,500.00	1,500.00	
	LPS Title Transfer Insur.	17	250.00	4,250.00	
	Highway Permits	5	100.00	500.00	
	DPCH Permit Fees	1	2,200.00	2,200.00	
01-60-683000	EASEMENTS				0.00
01-60-685100	COMPUTERS				36,600.00
	Replacement Computers	8	1,000.00	8,000.00	
	Replacement Laptops	3	1,200.00	3,600.00	
	Network Hardware	1	10,000.00	10,000.00	
	Tablet Devices	12	1,000.00	12,000.00	
	Scanners	5	600.00	3,000.00	
01-60-685200	OFFICE FURNITURE & EQUIPMT				0.00
01-60-685600	MACHINERY & EQUIPMENT				90,000.00
	Meter Shop PLC Upgrade	1	55,000.00	55,000.00	
	Ground Penetrating Radar	1	35,000.00	35,000.00	
01-60-685800	CAPITALIZED EQUIP PURCHASES				(90,000.00)
01-60-686000	VEHICLES				110,000.00
	Ford F350	1	60,000.00	60,000.00	
	Ford F250	1	50,000.00	50,000.00	
01-60-686800	CAPITALIZED VEHICLE PURCHASES				(110,000.00)
01-60-688000	CAPITALIZED FIXED ASSETS				0.00

PAGE TOTAL

54,200.00

BUDGET REPORT
2018-2019 Budget Year
01 WATER FUND

ACCOUNT NO#	ACCOUNT NAME	UNITS	UNIT COST	ITEM ANNUAL TOTAL	ANNUAL BUDGET
01-60-692000	DEPRECIATION- TRANS MAINS				4,649,000.00
	DEPRECIATION FY2017/18			4,649,000.00	
01-60-693000	DEPRECIATION- BUILDINGS				2,855,000.00
	DEPRECIATION FY2017/18			2,855,000.00	
01-60-694000	DEPRECIATION-PUMPING EQUIPMENT				1,744,000.00
	DEPRECIATION FY2017/18			1,744,000.00	
01-60-695200	DEPRECIATION- OFFICE FURN & EQUIP				99,000.00
	DEPRECIATION FY2017/18			99,000.00	
01-60-696000	DEPRECIATION- VEHICLES				71,000.00
	DEPRECIATION FY2017/18			71,000.00	

PAGE TOTAL



9,418,000.00

BUDGET REPORT
2018-2019 Budget Year
01 WATER FUND - CAPITAL IMPROVEMENTS BUDGET

ACCOUNT NO#	ACCOUNT NAME	UNITS	UNIT COST	ITEM ANNUAL TOTAL	ANNUAL BUDGET
01-60-711000	METERING STATIONS				1,350,000.00
	Bartlett Metering Station	1	1,350,000.00	1,350,000.00	
01-60-711500	BARTLETT CONNECTION FACILITIES				15,000,000.00
	TW-3 Supply Line	1	15,000,000.00	15,000,000.00	
01-60-722100	ADDITION OF PUMP				1,000,000.00
	Addition of Pump #10	1	1,000,000.00	1,000,000.00	
01-60-722200	DPS BUILDINGS REHAB & MAINT				1,817,800.00
	Admin Bldg Curtain Wall & Store Fronts	1	1,000,000.00	1,000,000.00	
	Disinfection Facility Rehab	1	523,740.00	523,740.00	
	E&W Effluent Vault Rehab	1	123,540.00	123,540.00	
	Reservoir Influent Bldg Rehab	1	170,520.00	170,520.00	
01-60-722300	GENERATION BUILDING REHAB & MAINT				50,000.00
	Humidification System	1	50,000.00	50,000.00	
01-60-741000	REMOTE FACILITIES REHAB & MAINT				90,000.00
	Replacement of VFD at Tank Site 1	1	90,000.00	90,000.00	
01-60-751000	TRANSMISSION MAINS				100,000.00
	Replacement of Blow-Off Stems	1	100,000.00	100,000.00	
01-60-761000	STANDPIPE IMPROVEMENTS				300,000.00
	Tank Site Rehab	1	300,000.00	300,000.00	
01-60-770401	RADIO SYSTEM REPLACEMENT				187,000.00
	Vehicle Radio Replacement	1	187,000.00	187,000.00	
01-60-771100	METER REPLACEMENT				300,000.00
	Flow Meter Replacement	1	300,000.00	300,000.00	
01-60-771200	CONDITION ASSESSMENT				750,000.00
	Condition Assess & Related Projects	1	750,000.00	750,000.00	
01-60-771600	WALL & MASONRY REHAB				1,050,000.00
	ComEd Yard Rehab	1	550,000.00	550,000.00	
	West Discharge Tunnel Rehab	1	500,000.00	500,000.00	
01-60-771700	REPLACEMENT OF SCADA SYSTEM				6,750,000.00
	Replacement of SCADA System	1	5,500,000.00	5,500,000.00	
	Backhaul Radio System	1	450,000.00	450,000.00	
	Security System Upgrades	1	800,000.00	800,000.00	
01-60-771900	HIGH LIFT PUMP REHAB				250,000.00
	High Lift Pump Rehab	1	250,000.00	250,000.00	
01-60-772000	SECURITY SYSTEM UPGRADES				180,000.00
	Electronic Lock Installation	1	180,000.00	180,000.00	
01-60-772100	METER STATION REHAB				925,000.00
	Meter Station Rehab	1	925,000.00	925,000.00	
01-60-798000	CAPITALIZED FIXED ASSETS				(30,099,800.00)
PAGE TOTAL					0.00
TOTAL EXPENDITURES(pages2-14):					123,462,215.03
NET REVENUES/EXPENDITURES:					118,306.23 (Credit)

DATE: April 1, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION	Finance Committee	ORIGINATING DEPARTMENT	Finance
ITEM	An Ordinance Establishing Fixed Costs to be Payable by Each Contract Customer for the Fiscal Year Commencing May 1, 2018 and Ending April 30, 2019 Ordinance No. O-3-18	APPROVAL 	 
Account No. 01-512000			
Ordinance No. O-3-18 would establish a rate for Fixed Costs for FY 2018/2019 a Charter Customer rate of \$0.00 per 1,000 gallons in accordance with the Annual Management Budget that appears on the agenda as Ordinance No. O-2-18.			
MOTION: To adopt Ordinance No. O-3-18.			

DUPAGE WATER COMMISSION

ORDINANCE NO. O-3-18

AN ORDINANCE ESTABLISHING FIXED COSTS TO
BE PAYABLE BY EACH CONTRACT CUSTOMER
FOR THE FISCAL YEAR COMMENCING
MAY 1, 2018 AND ENDING APRIL 30, 2019

WHEREAS, pursuant to Section 11-135-5 of the Illinois Municipal Code, 65 ILCS 5/11-135-5, the Commission is required to establish, by ordinance, rates and charges for water which are sufficient at all times to pay, among other things, Fixed Costs; and

WHEREAS, pursuant to that certain Water Purchase and Sale Contract dated as of June 11, 1986, by and between the Commission and its Charter Customers (the "Charter Customer Contract"), Fixed Costs payable by the Charter Customers in each Fiscal Year are determined and assessed by the Commission proportionately in accordance with the provisions of Subsection 6(b) of the Charter Customer Contract; and

WHEREAS, the Commission prepared and submitted to the Charter Customers a tentative budget for the Fiscal Year commencing May 1, 2018, and ending April 30, 2019 (the "Covered Fiscal Year"), as required by Subsection 7(l) of the Charter Customer Contract (the "Tentative Budget"); and

WHEREAS, the Tentative Budget contained an estimate of Fixed Costs to be payable by Contract Customers, in the aggregate, for the Covered Fiscal Year in a stated aggregate dollar amount of \$0.00, which amount is generally allocated among Contract Customers based upon each Contract Customer's proportionate share of such Fixed Costs that such Contract Customer's Full Water Requirements or Minimum Take or Pay Requirements, as applicable, bears to the sum of the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, of all Contract Customers for the period between January 1, 2016, and December 31, 2017; and

WHEREAS, the Tentative Budget contained an estimate of Fixed Costs, in the aggregate, for the Covered Fiscal Year in a stated aggregate dollar amount of \$0.00; and

WHEREAS, due notice having been given, a hearing was held on the Tentative Budget at which time the Charter Customers were heard; and

WHEREAS, after full review and consideration, the Commission has determined that it is reasonable, necessary, and sufficient for the Commission to approve and adopt the stated aggregate dollar amount of \$0.00 as and for the amount of Fixed Costs to be payable by Contract Customers, in the aggregate, for the Covered Fiscal Year.

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

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

SECTION TWO: Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in the Charter Customer Contract.

SECTION THREE: The Fixed Costs to be payable by Contract Customers, in the aggregate, for the Covered Fiscal Year shall be and they hereby are established in the aggregate dollar amount of \$0.00, which amount is generally allocated among Contract Customers based upon each Contract Customer's proportionate share of such Fixed Costs that such Contract Customer's Full Water Requirements bears to the sum of the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, of all Contract Customers for the period between January 1, 2016, and December 31, 2017. Each Contract Customer's proportionate share of Fixed Costs established pursuant to this Ordinance for the Covered Fiscal Year shall be in addition to, and not in lieu of or as a credit against, any

and all other costs, fees, or charges imposed by the Charter Customer Contract or applicable Subsequent Contract.

SECTION FOUR: The Fixed Costs established pursuant to this Ordinance for the Covered Fiscal Year shall be subject to change by amendatory ordinance approved in the same manner as this Ordinance.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its adoption by a majority affirmative vote of all of the Commissioners including the affirmative votes of at least 1/3 of the Commissioners appointed by the County Board Chairman and 40% of the Commissioners appointed by the Mayors; provided, however, that Section Three of this Ordinance shall be of no force or effect until May 1, 2018.

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2018.

Chairman



ATTEST:

Clerk

Board/Ordinances/2018/O-3-18.doc

DATE: April 1, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION	Finance Committee	ORIGINATING DEPARTMENT	Finance
ITEM	Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2018 and Ending April 30, 2019 Ordinance No. O-4-18	APPROVAL	 
Account No.: N/A			
<p>Ordinance No. O-4-18 would approve and adopt the Combined Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2018 and Ending April 30, 2019 as required by the Commission's By-Laws and the Illinois Municipal Budget Law (50 ILCS 330/1 <i>et seq.</i>).</p> <p>The ordinance is based on the fiscal year 2018-19 Management Budget plus a factor designed to allow the Board of Commissioners the ability to expend all funds available to it during the fiscal year even though the Management Budget does not contemplate so doing. Personnel costs have been appropriated at 105% of budget. All other operating expenditures and all construction expenditures were appropriated at 135% of budget with the exception of cost of water purchases and depreciation expense, which were appropriated at 125%. The fiscal year 2018-19 Management Budget still provides the criteria for management analysis.</p>			
MOTION: To adopt Ordinance No. O-4-18.			

DuPAGE WATER COMMISSION

ORDINANCE NO. O-4-18

ANNUAL BUDGET AND APPROPRIATION ORDINANCE FOR THE FISCAL YEAR COMMENCING MAY 1, 2018 AND ENDING APRIL 30, 2019

BE IT ORDAINED by the Board of Commissioners of the DuPage Water Commission, Counties of DuPage, Cook, Will, and Kane Illinois, as follows:

SECTION ONE: That the following sums are authorized by law and the same are hereby appropriated for the Water Fund, the Revenue Bond Construction Fund, the Corporate Fund and the Arbitrage Rebate Fund of the DuPage Water Commission, for the objects and purposes hereinafter specified during the fiscal year commencing May 1, 2018 and ending April 30, 2019 and that the sums of money hereinafter set forth are deemed necessary to defray all necessary expenses and liabilities of the DuPage Water Commission for said period:

Ordinance No. O-4-18 DU PAGE WATER COMMISSION BUDGET AND APPROPRIATION ORDINANCE MAY 1, 2018 TO APRIL 30, 2019		
ACCT#	ACCOUNT TITLE	BUDGET/ APPROPRIATION AMOUNT
WATER FUND RESOURCES		
01-511000	OPERATIONS & MAINTENANCE PAYMENTS	122,037,409
01-512000	FIXED COST PAYMENTS	-
01-513000	SUBSEQUENT CUSTOMER RATE DIFFERENTIAL	853,622
01-514000	EMERGENCY WATER SERVICE	20,240
01-530000	SALES TAXES	-
01-581000	INTEREST INCOME FROM INVESTMENTS	669,250
01-590000	OTHER INCOME	-
	TOTAL WATER FUND REVENUES	<u>123,580,521</u>

WATER FUND EXPENDITURES

01-234000	REVENUE BOND PRINCIPAL PAYMENTS	0
01-232200	CAPITAL LEASE PRINCIPAL PAYMENTS	0
01-60-611000	SALARIES OF COMMISSION PERSONNEL	3,484,170
01-60-612000	PERSONNEL - PENSION, INSURANCE AND TAXES	1,491,428
01-60-613000	PERSONNEL - TRAINING, DEVELOPMENT AND TRAVEL	88,305
01-60-619000	OTHER PERSONNEL EXPENSES	27,615
01-60-621000	WATER CONSERVATION	14,850
01-60-623000	COST OF INVESTMENT FEES AND BANK CHARGES	139,320
01-60-625000	LEGAL SERVICES AND NOTICES	239,625
01-60-626000	AUDIT SERVICES	40,500
01-60-628000	CONSULTING SERVICES	344,925
01-60-629000	CONTRACTUAL SERVICES	694,332
01-60-640000	INSURANCE COVERAGES	896,130
01-60-651000	OCCUPANCY COSTS	298,782
01-60-652000	OFFICE SUPPLIES AND PUBLICATIONS	45,247
01-60-653000	PRINTING AND POSTAGE EXPENSES	20,588
01-60-654000	PROFESSIONAL DUES	30,517
01-60-655000	COST OF REPAIRS AND MAINT. OF OFFICE EQUIPMENT	18,387
01-60-656000	REPAIRS AND MAINTENANCE OF BUILDINGS	295,650
01-60-658000	COMPUTER SOFTWARE	36,855
01-60-659000	SOFTWARE MAINTENANCE	140,265
01-60-659100	OTHER ADMINISTRATIVE EXPENSES	18,765
01-60-661100	COST OF WATER PURCHASES	129,187,500
01-60-661200	ELECTRIC UTILITY EXPENSES	2,628,450
01-60-661300	PURCHASE OF WATER CHEMICALS	36,045
01-60-661400	COST OF WATER TESTING	33,413
01-60-662000	PUMP STATION OPERATIONS	652,550
01-60-663000	COST OF REPAIRS AND MAINTENANCE OF PIPELINES	1,009,598
01-60-664000	COST OF REPAIRS AND MAINT. OF VEHICLES & EQUIPMENT	185,895
01-60-680000	LAND AND RIGHT-OF-WAY ACQUISITION COSTS	20,858
01-60-685000	COST OF FURNITURE & EQUIPMENT PURCHASES	170,910
01-60-686000	COST OF MOTOR VEHICLES PURCHASES	148,500
01-60-690000	DEPRECIATION EXPENSES	11,772,500
01-60-700000	COMMISSION CAPITAL PROJECTS	40,634,730
01-60-798000	COST OF CAPITALIZED FIXED ASSETS	0
01-60-799000	CONTINGENCY	89,344,270
	TOTAL WATER FUND EXPENDITURES	284,191,475
	WATER FUND REVENUE OVER (UNDER) EXPENDITURES	(160,610,954)
	ESTIMATED AVAILABLE WATER FUND BALANCES 05/01/2018	160,610,954
	AVAILABLE WATER FUND BALANCES 04/30/2019	0
	ESTIMATED AVAILABLE WATER FUND BALANCES	05/01/18
	Cash and Cash Equivalents	17,931,269
	Investments	152,604,063
	Accounts Payable	(9,924,378)
	TOTAL ESTIMATED AVAILABLE WATER FUND BALANCES	160,610,954

Ordinance No. O-4-18

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

SECTION THREE: This Ordinance shall be available for public inspection at the office of the DuPage Water Commission.

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2018

Chairman

ATTEST:

Clerk

Board/Ordinances/2018/O-4-18.doc

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified Clerk of the DuPage Water Commission, Counties of DuPage, Cook, Will, and Kane, Illinois, and as such Clerk, I am the keeper of the official journal of proceedings, books, records, minutes, and files of the DuPage Water Commission and of the Board of Commissioners thereof.

I do further certify that the attached is a full, true and complete copy of Ordinance No. O-4-18: Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2018 and Ending April 30, 2019.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of the DuPage Water Commission this _____ day of _____, 2018.

(SEAL)

Carolyn Johnson
Clerk

CERTIFICATION OF BUDGET/APPROPRIATION IN
ACCORDANCE WITH CHAPTER 35 SECTION
200/18-50 ILLINOIS COMPILED STATUES

The undersigned, being Clerk and Treasurer of the Taxing District below named, do hereby certify that attached hereto is a true and correct copy of the Budget/Appropriation of said District for its 2018/2019 fiscal year, adopted April 19, 2018.

We further certify that the estimate of revenues, by source, anticipated to be received by said Taxing District, either set forth in said document or attached hereto separately, is a true statement of said estimate.



Carolyn Johnson
Clerk
DuPage Water Commission

William Fates
Treasurer
DuPage Water Commission

(SEAL)



DATE: April 10, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION	Finance Committee	ORIGINATING DEPARTMENT	Finance
ITEM	Authorizing the Transfer of Funds from the General Account to the Long-Term Water Capital Reserve Account	APPROVAL 	
Account Numbers: 01-121700 and 01-121900			
<p>The request is to transfer funds into the Long-Term Water Capital Reserve. The transfer would allow the Commission to fully fund the Long-Term Water Capital revised target based upon the proposed 2018-2019 Management Budget. The 2018-2019 Management Budget is to be voted on by the Board during the April 19, 2018 Board meeting.</p> <p>The transfer would be for a total of \$2.1 million from the General Account to the Long-Term Water Capital Reserve.</p> <p>The targeted monthly amount for the Long-Term Water Capital Reserve should be based upon anticipated costs related to long-term capital spending or monthly depreciation expense but no less than \$175,000 per month or \$2.1 million per year. The Purpose of the designated Long-Term Water Capital Reserve Fund is to accumulate sufficient reserve funds for the future that are necessary to insure timely acquisition, replacement and upgrade of the Commission's water system infrastructure.</p>			
MOTION: Authorizing the Transfer of Funds from the General Account to the Long-Term Water Capital Reserve Account			

DATE: April 12, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION Administration Committee	ORIGINATING DEPARTMENT General Manager's Office
ITEM An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the County of DuPage Concerning Improvements Relating to the Resurfacing of Greenbrook Boulevard Ordinance No. O-5-18	APPROVAL  
<p>Account Number: 01-60-711500</p> <p>An Agreement between the DuPage Water Commission and the County of DuPage which sets the terms and expectations related to the DuPage Water Commission installing a water main for the Bartlett Transmission Project. The County of DuPage removed and delayed the resurfacing of the county road (Greenbrook Boulevard) for this project and this agreement would cover the costs incurred by the County.</p>	
MOTION: To Adopt Ordinance No. O-5-18: An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the County of DuPage Concerning Improvements Relating to the Resurfacing of Greenbrook Boulevard	

DUPAGE WATER COMMISSION

ORDINANCE NO. O-5-18

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DUPAGE WATER COMMISSION AND THE COUNTY OF DUPAGE CONCERNING IMPROVEMENTS RELATING TO THE RESURFACING OF GREENBROOK BOULEVARD

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

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

WHEREAS, the route of the Commission’s BTP 30” diameter water transmission main (hereinafter the “Main”) extends along Greenbrook Boulevard from County Farm Road to US 20 (the “Route”); and

WHEREAS, Greenbrook Boulevard along the Route is owned and maintained by the County of DuPage (the “County”); and

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

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

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

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

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

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

SECTION THREE: The Chairman of the DuPage Water Commission shall be and hereby is authorized to and directed to execute the Intergovernmental Agreement in substantially the form attached hereto as Exhibit A.

SECTION FOUR: Upon execution by the Chairman, the Intergovernmental Agreement, and all other things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its adoption by a majority affirmative vote of all the Commissioners including the affirmative vote of at least 1/3 of the Commissioners appointed by the County Board Chairman and 40 percent of the Commissioners appointed by the Mayors.

Ordinance No. O-5-18

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2018

Chairman

ATTEST:

Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN THE
COUNTY OF DU PAGE AND THE DU PAGE WATER COMMISSION
FOR
IMPROVEMENTS RELATING TO THE RESURFACING OF
CH 29/GREENBROOK BOULEVARD
FROM COUNTY FARM ROAD TO US 20 (LAKE STREET)
SECTION NO.: 18-00285-02-RS

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this _____ day of _____, 2018, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and the DuPage Water Commission (hereinafter referred to as the "COMMISSION"), a unit of local government created and existing pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq. and Division of 125 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., with offices at 600 East Butterfield Road, Elmhurst, Illinois. The COUNTY and the COMMISSION are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY in order to facilitate the free flow of traffic and to ensure the safety of the public previously prepared pre-final plans for a combined County Farm Road/Greenbrook Boulevard project (hereinafter referred to as the "Combined Project"; and

WHEREAS, prior to contract letting, the COUNTY learned that the COMMISSION was going to install new watermain along Greenbrook Boulevard (hereinafter referred to as "WATERMAIN") in the spring of 2018 by approved permit through the COUNTY; and

WHEREAS, the COUNTY deleted the Greenbrook Boulevard work from the Combined Project contract plans due to the WATERMAIN; and

WHEREAS, the COMMISSION has agreed to reimburse the COUNTY for expenses that the COUNTY will incur or has already incurred as a result of the WATERMAIN along Greenbrook Boulevard as well as other requirements as referenced hereinafter; and

WHEREAS, the COUNTY will, following completion of the WATERMAIN, advertise, let and award a contract for the Greenbrook Boulevard resurfacing project through the Illinois Department of Transportation (hereinafter referred to as PROJECT); and

WHEREAS, the COUNTY and the COMMISSION desire to cooperate in the construction of the PROJECT/WATERMAIN because of the benefit of the PROJECT/WATERMAIN to the residents of DuPage County, the COMMISSION and the public; and

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/1-101 et seq.) and the COMMISSION by virtue of its power set forth in Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq. and Division of 125 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION.

- 1.1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 SCOPE OF WATERMAIN

- 2.1. The scope of the WATERMAIN includes, but is not limited to, the installation of approximately 5000 feet of watermain along Greenbrook Boulevard from

Lake Street to County Farm Road and other appurtenant and necessary work.

3.0 SCOPE OF PROJECT

- 3.1 The scope of the PROJECT includes, but is not limited to, the resurfacing of Greenbrook Boulevard from County Farm Road to US 20 (Lake Street), patching, curb and gutter removal/replacement, drainage structure repairs and other appurtenant and necessary work.

4.0 RESPONSIBILITIES - JOINT

- 4.1. The COUNTY and COMMISSION agree to cooperate in and make every effort to cause the construction of the WATERMAIN/PROJECT.
- 4.2. The COUNTY and COMMISSION agree that the contract documents for the PROJECT will need to be revised as a result of the installation of the WATERMAIN.

5.0 RESPONSIBILITIES OF THE COUNTY

- 5.1. The COUNTY shall act as the lead agency and be responsible for completing all preliminary and design engineering, right-of-way acquisition, coordinating with the Illinois Department of Transportation (IDOT) for letting/awarding of construction contract, permit processing excluding any permits associated with the WATERMAIN, utility coordination, and construction engineering for the PROJECT.
- 5.2. Both the COUNTY and COMMISSION agree that the COUNTY shall administer the contract for the construction of the PROJECT. The COUNTY agrees to administer the PROJECT in the best interest of both parties and to consult with, and keep advised, officials of the COMMISSION regarding the progress of the PROJECT as it relates to the WATERMAIN.

6.0 RESPONSIBILITIES OF THE COMMISSION

- 6.1. The COMMISSION agrees to reimburse the COUNTY for the expenses as outlined in 7.0 hereinafter.
- 6.2. The COMMISSION agrees to abide by the permit issued by the County for the WATERMAIN.
- 6.3. The COMMISSION shall act as the lead agency and be responsible for completing all preliminary and design engineering, letting and award of construction contract, utility coordination and construction engineering for the WATERMAIN.

7.0 REIMBURSEMENT BY THE COMMISSION AND ADDITIONAL REQUIREMENTS

- 7.1 The COMMISSION agrees to the following reimbursements to the COUNTY:
 - a. Design engineering costs in the amount of \$4,000.00 to remove Greenbrook Boulevard from the Combined Project;
 - b. Actual third-party design engineering costs estimated in the amount of \$33,000.00 for preparation of plans, specifications, estimate of cost for the PROJECT (anticipated letting for the fall of 2018; however, the amount for actual third-party design engineering costs to be paid by the COMMISSION shall not exceed \$36,300); and
 - c. Reimburse the COUNTY \$5,000.00 for regular site visits/inspection of the WATERMAIN in progress to ensure compliance with the approved permit, including maintenance of traffic.
- 7.2 The COMMISSION agrees to the following requirements and commitments to the COUNTY:
 - a. Provide a five (5) year warranty for the WATERMAIN from date of acceptance by the COUNTY. The COMMISSION shall begin to repair and diligently work to complete the repairs to any defects (e.g. settlement of watermain trench/structures) within 30 days of being notified; however, to the extent that repairs are needed to maintain traffic safety, said repairs will be completed as expeditiously as possible;

- b. Require an IDOT prequalified resident engineer to oversee the WATERMAIN and an IDOT prequalified materials engineer to inspect/test/perform quality assurance for any asphalt/concrete work;
- c. Invite the COUNTY to meetings concerning the WATERMAIN including pre-construction and progress meetings; and
- d. Prior to COUNTY beginning the PROJECT, the parties will hold a joint walk through to identify any deficient areas (e.g., settlement of trench/structures) as a result of the WATERMAIN and strategy to remediate. The COUNTY will perform said remediation as a part of the PROJECT with the COMMISSION's reimbursement of the actual costs plus an additional ten (10%) percent for construction engineering or the COMMISSION can arrange to have the remediation done at no cost to the COUNTY and in accordance with the County's Permitting Ordinance. Any costs incurred by the COUNTY due to PROJECT delays caused by deficiencies as a result of the WATERMAIN will be 100% reimbursable by the COMMISSION.

7.3 The COMMISSION agrees to reimburse the COUNTY for the costs referenced in 7.1 and 7.2 hereinabove as follows:

- a. \$4,000.00 for the re-design cost as referenced in 7.1.a. hereinabove and 50% of the estimated design engineering cost (\$16,500.00) as referenced in 7.1.b. hereinabove upon execution of this AGREEMENT and invoice submitted by the COUNTY to the COMMISSION.
- b. The balance of the actual design engineering costs as referenced in 7.1.b. hereinabove shall be reimbursed by the COMMISSION upon completion of the Plans, Specifications and Estimate for the PROJECT and invoice submitted by the COUNTY to the COMMISSION.
- c. Upon substantial completion of the PROJECT and based upon the documentation of final costs and quantities, the COUNTY shall invoice the COMMISSION for inspection costs of \$5,000.00 per 7.1.c., and the costs due per 7.2.d.
- d. All invoices submitted by the COUNTY to the COMMISSION shall be paid within sixty (60) days of receipt of said invoices.

8.0 MAINTENANCE

8.1. The COMMISSION shall be responsible for all maintenance of the WATERMAIN and the COUNTY shall be responsible for all maintenance of the PROJECT owned or under the jurisdiction of the COUNTY.

9.0 INDEMNIFICATION

9.1. The COUNTY shall to the extent permitted by law, indemnify, hold harmless and defend the COMMISSION, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.

9.1.1. The COUNTY and the COMMISSION acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY'S or any successor's or assign's authority and legal capacity to indemnify COMMISSION as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COMMISSION, or any person or entity claiming a right through COMMISSION, or in the event of change in the laws of the State of Illinois governing COUNTY'S or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

9.2. The COMMISSION shall indemnify, hold harmless and defend the COUNTY, its officials, officers,

employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COMMISSION'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COMMISSION does not hereby waive any defenses or immunity available to it with respect to third parties.

9.2.1. The COUNTY and the COMMISSION acknowledge that the COMMISSION has made no representations, assurances or guaranties regarding the COUNTY'S or any successors' or assigns' authority and legal capacity to indemnify COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or entity claiming a right through COMMISSION, or in the event of change in the laws of the State of Illinois governing COMMISSION'S or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

9.3. Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY'S participation in its defense shall not remove COMMISSION'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

- 9.4. Nothing contained herein shall be construed as prohibiting the COMMISSION, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. The COMMISSION'S participation in its defense shall not remove COUNTY'S duty to indemnify, defend, and hold the COMMISSION harmless, as set forth above.
- 9.5. Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the other party, under the law.
- 9.6. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The COMMISSION'S and COUNTY'S indemnification under Section 9.0 hereof shall terminate when the PROJECT is completed and the COMMISSION assumes its maintenance responsibilities as set forth in Section 8.1 hereof.

10.0 GENERAL

- 10.1. It is understood and agreed by the parties hereto that this AGREEMENT is intended to address the WATERMAIN/PROJECT and no changes to existing highways and appurtenances maintenance and/or jurisdiction are proposed.
- 10.2. Whenever in this AGREEMENT, approval or review of either the COUNTY or COMMISSION is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 10.3. In the event of a dispute between the COUNTY and COMMISSION representatives in the preparation of the Plans and Specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the County Engineer of the COUNTY and the General Manager of the COMMISSION shall meet and resolve the issue.

10.4. No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full time representative of said party during the carrying out of the construction of the PROJECT/WATERMAIN. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.

10.5. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

11.0 ENTIRE AGREEMENT

11.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the PROJECT, and supersedes all previous communications or understandings whether oral or written.

12.0 NOTICES

12.1. Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or sent by confirmed facsimile or email, to the party's address. The address of each party is as specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

DuPage Water Commission
800 East Butterfield Road
Elmhurst, IL 60126-4642
ATTN: John Spatz, General Manager
Phone: 630-834-0100
Facsimile: 630-834-0120
Email: spatz@dpwc.org

County of DuPage
Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
Phone: 630.407.6900
Facsimile: 630.407.6901
Email: Christopher.snyder@dupageco.org

13.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

13.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

14.0 ASSIGNMENT

14.1 This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

15.0 AUTHORITY TO EXECUTE/RELATIONSHIP

15.1. The parties hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the parties intend to be bound by the terms and conditions contained herein.

15.2. This AGREEMENT shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

16.0 GOVERNING LAW

16.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

16.2. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

17.0 SEVERABILITY

17.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

18.0 FORCE MAJEURE

18.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

IN WITNESS whereof, the parties set their hands and seals as of the date first written above.

COUNTY OF DU PAGE

DU PAGE WATER COMMISSION

Daniel J. Cronin, Chairman
DuPage County Board


James Zay, Chairman

ATTEST:

Paul Hinds
County Clerk

Date: April 12, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	A Resolution Approving and Authorizing the Execution of a Master Agreement with Dixon Engineering, Inc. and Robinson Engineering, Ltd. for Professional Engineering Services Resolution No. R-8-18	APPROVAL	
Account Nos: Various			
<p>As directed by the Board of Commissioners to engage additional consulting firms and update existing contract provisions; R-8-18 would authorize the General Manager to enter into a Master Agreement with Dixon Engineering, Inc. and Robinson Engineering, Ltd. for professional engineering services in connection with various projects as they arise. This master agreement 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 agreement would allow for the ease of administration between the Commission and Dixon Engineering, Inc. 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 Dixon Engineering, Inc. and separately by the Commission and Robinson Engineering, Ltd.</p>			
MOTION: To adopt Resolution No. R-8-18.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-8-18

A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A MASTER AGREEMENT WITH
DIXON ENGINEERING, INC. AND ROBINSON ENGINEERING, LTD.
FOR PROFESSIONAL ENGINEERING SERVICES

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 Dixon Engineering, Inc. (a Consultant), desires to provide from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission; and

WHEREAS, the Commission desires to obtain from time to time, and Robinson Engineering, Ltd., (a Consultant), desires to provide from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission; and

WHEREAS, for ease of administration, the Commission and Consultants 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 Consultants 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 Consultants; and

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

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

SECTION TWO: The Master Agreement between the DuPage Water Commission and Dixon Engineering, Inc. for Professional Engineering Services, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved and the General Manager shall be and hereby is authorized and directed to execute the Master 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 Agreement 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 Agreement executed by Dixon Engineering, Inc.

SECTION THREE: The Master Agreement between the DuPage Water Commission and Robinson Engineering, Ltd. for Professional Engineering Services, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 2, 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 Agreement shall not be so executed on behalf of the Commission unless and until

Resolution No. R-8-18

the General Manager shall have been presented with copies of the Master Agreement executed by Robinson Engineering, Ltd.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ____ DAY OF _____, 2018.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-8-18.docx

EXHIBIT 1

**CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
DIXON ENGINEERING, INC.
FOR
GENERAL ENGINEERING SERVICES
FOR THE DuPAGE WATER COMMISSION**

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CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
DIXON ENGINEERING, INC.
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 Dixon Engineering, Inc., 1104 3rd Avenue, Lake Odessa Michigan, 48848, a Michigan Corporation ("Consultant"), make this Contract as of the 16th day of March, 2018, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

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

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, and other items necessary to accomplish the Project, as defined in Attachment A, in accordance with the Scope of Services attached hereto as Attachment B, the Submittal Requirements attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.
2. Approvals. Procure and furnish all approvals and authorizations specified in Attachment A.
3. Insurance. Procure and furnish all certificates 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. Submittals Required. Consultant shall submit to Owner all reports, documents, data, and information specifically set forth in Attachment C or otherwise required to be submitted by Consultant under this Contract and shall, in addition, submit to Owner all such reports, documents, data, and information as may be requested by Owner to fully document the Services ("Required Submittals").

B. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in Attachment C or otherwise in this Contract. If no time for submission is specified for any Required Submittal, such Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, in Owner's 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. Responsibility for Delay. Consultant shall be responsible for any delay in the Services due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Incorporation of Contract Provisions

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

1.5 Financial and Technical Ability to Perform

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

1.6 Time

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

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

A. Consultant's Personnel. Consultant shall provide all personnel necessary to complete the Services, including without limitation the "Key Project Personnel" identified in Attachment D. Consultant shall provide to Owner telephone numbers at which the Key Project Personnel can be reached on a 24 hour basis. Consultant and Owner may by mutual written agreement make changes and additions to the designations of Key Project Personnel. Prior to terminating the employment of any Key Project Personnel, or reassigning any of the Key Project Personnel to other positions, or upon receiving notification of the resignation of any of the Key Project Personnel, Consultant shall notify Owner as soon as practicable in advance of such proposed termination, reassignment, or resignation. Consultant shall submit justification, including a description of proposed substitute personnel, in sufficient detail to permit evaluation by Owner of the impact of the proposed action on the Services. No such termination, 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. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the part of the Services undertaken by it in a manner

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

D. Safety. 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:

1. 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.
2. Consultant is advised that potentially hazardous conditions 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, and revolving 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 protection, respiratory equipment, ventilation, two-way 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 Regulations and Guidelines, including without limitation 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.

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

Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates of insurance evidencing at least the minimum insurance coverages and limits set forth in Attachment A in a form acceptable to Owner and evidencing insurance coverages from companies with a general rating of A minus or better, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to Owner. Such insurance shall provide that no 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. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("Progress Payments").

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish Consultant's prior payment for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Contract. In

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

5.4 Final Acceptance and Final Payment

The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within 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. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. If such matter is not cured 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: John F. Spatz, General Manager

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

Dixon Engineering, Inc.
1104 3rd Avenue
Lake Odessa, MI 48849
Attention: Ira M. Gabin, Vice President

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

By notice complying with the requirements of this Section 7.8, 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: _____

By: _____

Name: Carolyn Johnson
Clerk

Name: John F. Spatz
General Manager

Attest/Witness:

DIXON ENGINEERING, INC.

By: Brad Schotanus

By: Ira M. Gabin

Name: Brad Schotanus

Name: Ira M. Gabin

Title: Project Manager

Title: Vice President

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project:**

[INSERT NAME OF PROJECT]

2. **Approvals and Authorizations:**

[INSERT ANY REQUIRED BY THE PROJECT]

3. **Commencement Date:**

[INSERT THE DATE OF EXECUTION OF THE CONTRACT BY OWNER]

4. **Completion Date:**

To be agreed upon before contract execution:

- A. **Task 1:** ____ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- B. **Task 2:** ____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- C. **Task 3:** ____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

5. **Insurance Coverages:**

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

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

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

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois and provide a waiver of subrogation in favor of Owner. By entering into this agreement, the parties acknowledge that this limitation of liability clause has been reviewed, understood, is a material part of this agreement, and each

party has had the opportunity to seek legal advice regarding this provision.

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

All employees shall be included as insureds.

- C. Commercial General Liability with coverage written on an "occurrence" basis and with limits no less than:

- (1) Each Occurrence: \$1,000,000
- (2) General Aggregate: \$2,000,000
- (3) Completed Operations Aggregate: \$2,000,000
- (4) Personal Injury: \$1,000,000

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability

- D. Professional Liability Insurance. With a limit of liability of not less than \$2,000,000 per claim and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of Consultant's negligent acts, errors, and omissions under the Contract. Such insurance, or such insurance as may then be commercially available in the marketplace, shall be maintained for a three year period from and after Final Payment.

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

- F. Owner as Additional Insured. Owner shall be named as an Additional Insured on the following policies:

Commercial Motor Vehicle Liability

Commercial General Liability

Each such additional Insured endorsement shall identify Owner as follows: The DuPage Water Commission, including its Board members and elected and appointed officials, its officers, employees, named agents, including

Owner's attorneys and representatives, as related to Consultant's Services under the Contract.

6. **Contract Price:**

SCHEDULE OF PRICES

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs times a factor of ~~[X.XX]~~ for all Services for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Not to Exceed</u>
Task 1	\$ TBD
Task 2	\$ TBD
Task 3	\$ TBD

7. **Payments:**

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

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

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

ATTACHMENT B

SCOPE OF SERVICES

[INSERT DESCRIPTION OF SERVICES]

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

1. Basic Services.

[INSERT LIST OF TASKS ASSOCIATED WITH PROJECT]

- a. Task 1
- b. Task 2
- c. Task 3

ATTACHMENT C

SUBMITTAL SCHEDULE

Submittal:

Due Date:

ATTACHMENT D

SPECIAL PROJECT REQUIREMENTS

1. Key Project Personnel:

Name:	Telephone:
_____	_____
_____	_____
_____	_____

2. Security:

- A. Description. For security purposes, Owner investigates the background of personnel at its facilities and personnel engaged to perform services of a similar nature to the Services to be provided under the Contract and implements other security measures as it determines are necessary from time to time ("Security Program"). To obtain authorization to work at Owner's facilities or to be engaged to perform the Services, Consultant and its subcontractors must comply with the requirements of Owner's Security Program. Consultant shall remain as fully responsible and liable for the acts and omissions of all subcontractors and their respective agents and employees in connection with Owner's Security Program as it is for its own acts and those of its agents and employees, as set forth in the Contract.
- B. Background Investigations. Consultant personnel, including subcontractor personnel that will require access to Owner's facilities or that will be engaged to perform the Services shall submit all information requested by Owner in order to perform the necessary background investigations. Background information required by Owner may include:
- a. Information needed to complete a Conviction Information Request Non-Fingerprint Form (for background checks, including conviction information, conducted by the Illinois State Police Bureau of Identification)
 - b. Education History
 - c. Military Service
 - d. Character and Reputation References
 - e. Verification of Identity
 - f. Fingerprints

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

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

3. Facility Locations and Testing Results and Analysis:

Information as to the location of Owner's existing facilities and test results and recommendations received from other consultants have been indicated or provided solely for the convenience of Consultant. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information and such information is not guaranteed.

ATTACHMENT E

TYPICAL PLANS, SECTIONS, SCHEDULES, NOTES AND DETAILS

EXHIBIT 2

**CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
ROBINSON ENGINEERING, LTD.
FOR
GENERAL ENGINEERING SERVICES
FOR THE DuPAGE WATER COMMISSION**

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CONTRACT BETWEEN
DUPAGE WATER COMMISSION
AND
ROBINSON ENGINEERING, LTD.
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 Robinson Engineering, Ltd., 127 N. Walnut Street, Suite 200, Itasca IL 60123, a Corporation ("Consultant"), make this Contract as of the _____ day of April, 2018, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

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

1. **Labor, Equipment, Materials, and Supplies.** Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, and other items necessary to accomplish the Project, as defined in Attachment A, in accordance with the Scope of Services attached hereto as Attachment B, the Submittal Requirements attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.
2. **Approvals.** Procure and furnish all approvals and authorizations specified in Attachment A.
3. **Insurance.** Procure and furnish all certificates 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. **Submittals Required.** Consultant shall submit to Owner all reports, documents, data, and information specifically set forth in Attachment C or otherwise required to be submitted by Consultant under this Contract and shall, in addition, submit to Owner all such reports, documents, data, and information as may be requested by Owner to fully document the Services ("Required Submittals").

B. **Time of Submission and Owner's Review.** All Required Submittals shall be provided to Owner no later than the time, if any, specified in Attachment C or otherwise in this Contract. If no time for submission is specified for any Required Submittal, such Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, in Owner's 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. **Responsibility for Delay.** Consultant shall be responsible for any delay in the Services due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Incorporation of Contract Provisions

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

1.5 Financial and Technical Ability to Perform

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

1.6 Time

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

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

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

D. Safety. 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:

1. 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.
2. Consultant is advised that potentially hazardous conditions 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, and revolving 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 protection, respiratory equipment, ventilation, two-way 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 Regulations and Guidelines, including without limitation 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.

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

Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates of insurance evidencing at least the minimum insurance coverages and limits set forth in Attachment A in a form acceptable to Owner and evidencing insurance coverages from companies with a general rating of A minus or better, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to Owner. Such insurance shall provide that no 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. **Payment in Installments.** The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("Progress Payments").

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

5.4 Final Acceptance and Final Payment

The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within 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. **Use of Withheld Funds.** Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. If such matter is not cured 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: **[TBD]**

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

Robinson Engineering, Ltd.
127 N. Walnut Street, Suite 200
Itasca, IL 60123
Attention: Mr. Aaron E. Fundich, PE

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: _____

By: _____

Clerk

General Manager

Attest/Witness:

ROBINSON ENGINEERING, LTD.

By: 

By: 

Name: ALBERT. K. STEFAN, PE

Name: Aaron E. Fundich, PE

Title: ASSOCIATE

Title: Executive Vice President

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project:**

[INSERT NAME OF PROJECT]

2. **Approvals and Authorizations:**

[INSERT ANY REQUIRED BY THE PROJECT]

3. **Commencement Date:**

[INSERT THE DATE OF EXECUTION OF THE CONTRACT BY OWNER]

4. **Completion Date:**

To be agreed upon before contract execution:

- A. **Task 1:** ____ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- B. **Task 2:** ____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- C. **Task 3:** ____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

5. **Insurance Coverages:**

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

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

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

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois and provide a waiver of subrogation in favor of Owner. By entering into this agreement, the parties acknowledge that this limitation of liability clause has been reviewed, understood, is a

material part of this agreement, and each party has had the opportunity to seek legal advice regarding this provision."

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

All employees shall be included as insureds.

- C. Commercial General Liability with coverage written on an "occurrence" basis and with limits no less than:

- (1) Each Occurrence: \$1,000,000
- (2) General Aggregate: \$2,000,000
- (3) Completed Operations Aggregate: \$2,000,000
- (4) Personal Injury: \$1,000,000

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability

- D. Professional Liability Insurance. With a limit of liability of not less than \$2,000,000 per claim and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of Consultant's negligent acts, errors, and omissions under the Contract. Such insurance, or such insurance as may then be commercially available in the marketplace, shall be maintained for a three year period from and after Final Payment.

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

- F. Owner as Additional Insured. Owner shall be named as an Additional Insured on the following policies:

Commercial Motor Vehicle Liability

Commercial General Liability

Each such additional Insured endorsement shall identify Owner as follows: The DuPage Water Commission, including its Board members

and elected and appointed officials, its officers, employees, named agents, including Owner's attorneys and representatives, as related to Consultant's Services under the Contract.

6. **Contract Price:**

SCHEDULE OF PRICES

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs times a factor of 3.20 for all Services for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Not to Exceed</u>
Task 1	\$ TBD
Task 2	\$ TBD
Task 3	\$ TBD

7. **Payments:**

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

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

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

ATTACHMENT B

SCOPE OF SERVICES

[INSERT DESCRIPTION OF SERVICES]

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

1. **Basic Services.**

[INSERT LIST OF TASKS ASSOCIATED WITH PROJECT]

- a. **Task 1**
- b. **Task 2**
- c. **Task 3**

ATTACHMENT C

SUBMITTAL SCHEDULE

Submittal:

Due Date:

ATTACHMENT D

SPECIAL PROJECT REQUIREMENTS

1. **Key Project Personnel:**

Name:	Telephone:
Aaron E. Fundich, PE	815.412.2701
Albert K. Stefan, PE	815.412.2706

2. **Security:**

- A. **Description.** For security purposes, Owner investigates the background of personnel at its facilities and personnel engaged to perform services of a similar nature to the Services to be provided under the Contract and implements other security measures as it determines are necessary from time to time ("Security Program"). To obtain authorization to work at Owner's facilities or to be engaged to perform the Services, Consultant and its subcontractors must comply with the requirements of Owner's Security Program. Consultant shall remain as fully responsible and liable for the acts and omissions of all subcontractors and their respective agents and employees in connection with Owner's Security Program as it is for its own acts and those of its agents and employees, as set forth in the Contract.
- B. **Background Investigations.** Consultant personnel, including subcontractor personnel that will require access to Owner's facilities or that will be engaged to perform the Services shall submit all information requested by Owner in order to perform the necessary background investigations. Background information required by Owner may include:
- a. Information needed to complete a Conviction Information Request Non-Fingerprint Form (for background checks, including conviction information, conducted by the Illinois State Police Bureau of Identification)
 - b. Education History
 - c. Military Service
 - d. Character and Reputation References

e. Verification of Identity

f. Fingerprints

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

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

3. Facility Locations and Testing Results and Analysis:

Information as to the location of Owner's existing facilities and test results and recommendations received from other consultants have been indicated or provided solely for the convenience of Consultant. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information and such information is not guaranteed.

ATTACHMENT E

TYPICAL PLANS, SECTIONS, SCHEDULES, NOTES AND DETAILS

DATE: April 11, 2018

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 April 19, 2018, DuPage Water Commission Meeting (WAO 8.001) Resolution No. R-11-18	APPROVAL	

Account Numbers: 01-60-663300 (Estimated Cost \$13,310.00)

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-11-18 would approve the following Work Authorization Order under the Quick Response Electrical Contracts:

Work Authorization Order No. 001: This work authorization is to McWilliams Electric Co., Inc., for electrical repairs at seven (7) remote facilities. At five (5) meter stations the electrical service entrances are settling and heaving, causing the service conductors and conduits to shift and move, putting stress on the meter socket enclosure and inner structure of the meter socket causing damage. There is an additional meter station requiring the Heater Breaker Panel internal buss to be replaced due to a malfunctioning breaker causing melting and damage. At Tank Site #3 water is infiltrating an underground conduit and the wiring in that conduit for the tank mixing system. The wire is not rated to be exposed to moisture and will fail over time.

Proposals were received from both QRE-8/17 electrical contractors and their estimates are listed in the table below.

QRE Contractor	Description	Estimate
McWilliams Electric	Perform Electrical Repairs as required	\$13,310.00
Volt Electric	Perform Electrical Repairs as required	\$13,852.81

Approval of Resolution R-11-18 would approve Work Authorization Order No. 001 to McWilliams Electric Co., Inc. for the electrical repairs at various remote facilities at an estimated cost of \$13,310.00.

MOTION: To adopt Resolution No. R-11-18.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-11-18

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-8/17
AT THE APRIL 19, 2018, DUPAGE WATER COMMISSION MEETING

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

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

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

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

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

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

Resolution No. R-11-18

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2018

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-8/17: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-8.001

LOCATIONS:

Meter Station 5B, Grand Ave & Crown Rd, Elmhurst
Meter Station 8D, 3500 Finley Rd, Downers Grove
Meter Station 15H, 1924 Three Farms Ave, Naperville
Meter Station 16B, 1400 35th St., Oak Brook
Meter Station 17A, 746 E. Oliviabrook Dr., Oak Brook Terrace
Meter Station 24B, 7642 Woodridge Dr., Woodridge
Tank Site #3, 1111 E. Warrenville Rd, Naperville

CONTRACTOR:

McWilliams Electric Co., Inc.

DESCRIPTION OF WORK:

MS5B, MS8D, MS15H, MS16B, and MS17A: Disconnect and remove old meter socket/s enclosures and cut down existing service feed conduit to about 6" above grade. Install new meter socket/s and a new pedestal raceway down to ground level. Install ground rod and cable to meter socket enclosure, if needed. Splice additional cable length, if needed, to existing service conductors in pedestal raceway to create slack for future settling. Replace load side cables to breaker panels. Connect and test for proper voltage to breaker panels. Restore any disturbed landscaping to suitable condition.

MS24B: Replace heater breaker panel interior, replace all breakers and feeder cables from load side of meter to new panel.

TS#3: Replace existing C style conduit fitting with NEMA 4X stainless-steel box and drain fitting on end of 3/4" rigid conduit at control cabinet. This will allow water infiltrating the conduit to drip out of drain fitting and allow moisture to evaporate. Replace the 4 conductors with direct burial XLP 10 ga wire between control cabinet and side of tank. Add drain fitting to bottom of existing stainless-steel J-Box to allow condensation to evaporate.

REASON FOR WORK:

MS5B, MS8D, MS15H, MS16B, and MS17A: The electrical service meter socket enclosures are pulling away from the building, because the underground feeder cables are settling.

MS24B: The breaker panel interior buss is damaged from failed breaker overheating.

Tank Site #3: Ground water getting into conduit. Needs to be repaired before the wires fail.

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 IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

None

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

None

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

None

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: _____
Signature of Authorized Representative

Safety Rep: _____
Name and 24-Hr Phone No.

DATE: _____



DuPage Water Commission

MEMORANDUM

TO: John Spatz, General Manager

FROM: Cheryl Peterson, Financial Administrator *CAP*

DATE: April 10, 2018

SUBJECT: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the April 19, 2018 Commission meeting:

March 7, 2017 to April 10, 2018 A/P Report	\$8,123,295.77
Accrued and estimated payments required before May 2018 Commission meeting	<u>1,579,030.00</u>
Total	<u>\$9,702,325.77</u>

cc: Chairman and Commissioners



Payable Number	Description	Post Date	Payable Amount	Net Amount
Payable Account: <u>01-211000 - ACCOUNTS PAYABLE</u>				
Vendor: <u>2201</u> <u>INV0002642</u>	Acacia Financial Group, Inc. Professional Services March 2018	03/31/2018	885.00	Payable Count: (1) 885.00
Vendor: <u>1507</u> <u>27983</u>	ACCURATE TANK TECHNOLOGIES, INC. Service for fuel pump	03/31/2018	658.50	Payable Count: (1) 658.50
Vendor: <u>1663</u> <u>2000032666</u> <u>2000032701</u>	AECOM Transmission Main to Serve Bartlett Transmission Main to Serve Bartlett	03/31/2018 03/31/2018	3,378.56 15,610.76	Payable Count: (2) 18,989.32 3,378.56 15,610.76
Vendor: <u>2009</u> <u>94932</u>	ALLIANCE SWEEPING SERVICES Sweeping of Parking Lot	03/31/2018	295.00	Payable Count: (1) 295.00
Vendor: <u>1516</u> <u>7689847</u>	ARAMARK REFRESHMENTS Supplies	04/10/2018	206.24	Payable Count: (1) 206.24
Vendor: <u>2173</u> <u>SRV18-01261</u>	Atomatic Mechanical Services, Inc. Repairs to boiler #2	03/31/2018	1,814.06	Payable Count: (1) 1,814.06
Vendor: <u>1553</u> <u>4007</u>	AUTOMATIC CONTROL SERVICES Service call to modify radio configuration	03/31/2018	345.80	Payable Count: (1) 345.80
Vendor: <u>1017</u> <u>288-109891-01</u>	BATTERIES PLUS Batteries	03/31/2018	119.88	Payable Count: (1) 119.88
Vendor: <u>1692</u> <u>29696</u>	BRIDGEPOINT TECHNOLOGIES Hosting Services: April 2018	04/04/2018	45.00	Payable Count: (1) 45.00
Vendor: <u>1023</u> <u>MCR3033</u>	CDW Government Annual license for Office 365	03/31/2018	8,229.80	Payable Count: (1) 8,229.80
Vendor: <u>1091</u> <u>8403606795</u>	CINTAS FIRST AID & SAFETY Safety Supplies	04/10/2018	395.08	Payable Count: (1) 395.08
Vendor: <u>2142</u> <u>195587</u>	CITY OF AURORA Microbial Analysis March 2018	03/31/2018	50.00	Payable Count: (1) 50.00
Vendor: <u>1135</u> <u>INV0002622</u>	CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION WATER BILLING: March 2018	03/31/2018	7,929,575.28	Payable Count: (1) 7,929,575.28
Vendor: <u>1197</u> <u>1470523</u> <u>1676593</u>	Core & Main LP Parts for flow meters Meter Replacement Project Parts	03/20/2018 04/10/2018	317.49 1,885.00	Payable Count: (2) 2,202.49 317.49 1,885.00
Vendor: <u>1965</u> <u>9077366</u>	DISCOUNT TIRE Tire for M79697	03/13/2018	144.25	Payable Count: (1) 144.25
Vendor: <u>1240</u> <u>852059</u>	DOOR SYSTEMS, INC. Repairs to delivery bay door	03/31/2018	1,555.21	Payable Count: (1) 1,555.21
Vendor: <u>2003</u> <u>6876</u>	ECO CLEAN MAINTENANCE, INC. JANITORIAL SERVICE: March 2018	03/31/2018	1,552.98	Payable Count: (1) 1,552.98
Vendor: <u>1097</u> <u>42245</u>	ELMHURST PLAZA STANDARD INC. Vehicle Maintenance: M79697	03/20/2018	658.78	Payable Count: (1) 658.78
Vendor: <u>2129</u> <u>30628</u>	ESSCOE, L.L.C. Fire alarm inspection	04/10/2018	1,884.00	Payable Count: (1) 1,884.00

Board Open Payable Report

As Of 04/10/2018

Payable Number	Description	Post Date	Payable Amount		Net Amount
Vendor: 2041 <u>001-301801365</u>	F.E. MORAN, INC. Batteries for fire panel	03/31/2018	90.00	Payable Count: (1)	90.00 90.00
Vendor: 1420 <u>ILELM25107</u>	FASTENAL COMPANY Mechanic Gloves	03/31/2018	141.84	Payable Count: (1)	141.84 141.84
Vendor: 1570 <u>2478514</u>	FIVE STAR SAFETY EQUIPMENT, INC. Gas Monitor Calibration Gas	04/04/2018	300.00	Payable Count: (1)	300.00 300.00
Vendor: 2143 <u>54867</u>	Gas Depot Gasoline	03/31/2018	1,583.70	Payable Count: (1)	1,583.70 1,583.70
Vendor: 1068 <u>10870597</u> <u>10872572</u>	HACH COMPANY Monthly Chemicals Monthly Chemicals	03/20/2018 03/20/2018	407.00 320.89	Payable Count: (2)	727.89 407.00 320.89
Vendor: 2072 <u>INV0002637</u> <u>INV0002638</u>	ILLINOIS EPA Annual Water Supply Testing Class A water operator renewal fee	04/04/2018 04/04/2018	222.00 10.00	Payable Count: (2)	232.00 222.00 10.00
Vendor: 1518 <u>9592542</u>	Illinois Office of the State Fire Marshal Regulatory boiler inspection	03/31/2018	100.00	Payable Count: (1)	100.00 100.00
Vendor: 1063 <u>200035149</u>	ILLINOIS SECTION AWWA Water Conference: Pipeline	03/31/2018	225.00	Payable Count: (1)	225.00 225.00
Vendor: 1152 <u>1100590899</u>	INSIGHT PUBLIC SECTOR Computer mouse	04/10/2018	49.61	Payable Count: (1)	49.61 49.61
Vendor: 1904 <u>00936257CM</u> <u>01018169</u> <u>01021742</u> <u>01022063</u> <u>01022256</u> <u>05029526</u>	IT SAVVY LLC HPE SFP+ transceiver module credit Replacement workstations Hard drive for data server Hard drive for data server UPS backup units for workstations IT Network Support	03/13/2018 03/20/2018 04/10/2018 04/10/2018 04/10/2018 04/10/2018	-2,400.00 2,045.52 691.00 691.00 399.36 6,797.00	Payable Count: (6)	8,223.88 -2,400.00 2,045.52 691.00 691.00 399.36 6,797.00
Vendor: 1781 <u>INV0002621</u>	JOHN SPATZ ISAWWA Conference Mileage Reimbursement	03/31/2018	202.85	Payable Count: (1)	202.85 202.85
Vendor: 1032 <u>2018-0459-02</u>	JULIE, INC. Utility Locates: April-June 2018	04/04/2018	15,688.46	Payable Count: (1)	15,688.46 15,688.46
Vendor: 1775 <u>79907</u>	MCWILLIAMS ELECTRIC COMPANY, INC Insurance and Bonds Reimbursement	03/31/2018	563.00	Payable Count: (1)	563.00 563.00
Vendor: 2198 <u>49455</u>	Mecon Industries, Inc. Meter Replacement Project: Application No. 4	03/31/2018	109,693.10	Payable Count: (1)	109,693.10 109,693.10
Vendor: 1220 <u>INV0002626</u>	MICHAEL WEED Conference Expenses Reimbursement	03/31/2018	559.43	Payable Count: (1)	559.43 559.43
Vendor: 1835 <u>INV0002599</u>	MID CENTRAL WATER WORKS ASSOCIATION 2018 Dues	03/20/2018	100.00	Payable Count: (1)	100.00 100.00
Vendor: 2189 <u>INV0002611</u>	NCPERS-IMRF NCPERS - IMRF 6641	04/06/2018	59.04	Payable Count: (1)	59.04 59.04
Vendor: 2154 <u>OSV1370905</u>	Networkfleet, Inc. Monthly Diagnostics March 2018	03/31/2018	265.30	Payable Count: (1)	265.30 265.30
Vendor: 1395 <u>122036746001</u> <u>122037188001</u>	OFFICE DEPOT Office Supplies Office Supplies	04/10/2018 04/10/2018	204.40 17.58	Payable Count: (2)	221.98 204.40 17.58
Vendor: 1838	PCS INDUSTRIES			Payable Count: (1)	245.50

Board Open Payable Report

As Of 04/10/2018

Payable Number	Description	Post Date	Payable Amount		Net Amount
<u>13381532</u>	Parts for vacuum cleaners	04/10/2018	245.50		245.50
Vendor: 1321 <u>89016</u>	PERSPECTIVES, LTD. Employee Assistance Services: 2nd Quarter 2018	04/04/2018	273.00	Payable Count: (1)	273.00 273.00
Vendor: 1664 <u>110831</u>	PROGRAM ONE PROFESSIONAL BUILDING SERVICES Window Cleaning: March 2018	03/31/2018	810.01	Payable Count: (1)	810.01 810.01
Vendor: 2032 <u>0551-013975113</u>	REPUBLIC SERVICES #551 REFUSE DISPOSAL - April 2018 and dumpster rental	04/10/2018	501.67	Payable Count: (1)	501.67 501.67
Vendor: 1950 <u>2657-8</u>	RORY GROUP, LLC. CONSULTING FEE: April 2018	04/04/2018	1,500.00	Payable Count: (1)	1,500.00 1,500.00
Vendor: 2187 <u>INV0002643</u> <u>INV0002644</u>	Schrott, Luetkehans & Garner, LLC Bartlett Legal Services March 2018 Legal Services March 2018	03/31/2018 03/31/2018	1,660.00 2,590.90	Payable Count: (2)	4,250.90 1,660.00 2,590.90
Vendor: 1777 <u>710888</u> <u>711434</u>	SCHNEIDER ELECTRIC BUILDINGS AMERICA, INC Service call for Security Cameras Service call for BAS computer programming	03/31/2018 03/31/2018	480.00 400.00	Payable Count: (2)	880.00 480.00 400.00
Vendor: 1043 <u>298354</u> <u>298789</u>	SOOPER LUBE Vehicle Maint: M78556 Vehicle Maint: M79697	03/31/2018 03/31/2018	65.69 44.95	Payable Count: (2)	110.64 65.69 44.95
Vendor: 1040 <u>911020</u> <u>912099</u> <u>913203</u> <u>914280</u> <u>915391</u>	SPECIALTY MAT SERVICE MAT SERVICE: 3/1/18 MAT SERVICE: 3/8/18 MAT SERVICE: 3/15/18 MAT SERVICE: 3/22/18 MAT SERVICE: 3/29/18	03/31/2018 03/31/2018 03/31/2018 03/31/2018 03/31/2018	163.81 163.81 163.81 163.81 163.81	Payable Count: (5)	819.05 163.81 163.81 163.81 163.81 163.81
Vendor: 2035 <u>0136956</u>	STRAND ASSOCIATES, INC. Professional Services	03/31/2018	1,129.10	Payable Count: (1)	1,129.10 1,129.10
Vendor: 1045 <u>181473</u>	THOMAS PUMP COMPANY, INC. Replacement Sump Pumps for Meter Stations	03/31/2018	2,200.00	Payable Count: (1)	2,200.00 2,200.00
Vendor: 1849 <u>INV0002645</u>	TREASURER, STATE OF ILLINOIS Water License Renewal: Unger	04/10/2018	10.00	Payable Count: (1)	10.00 10.00
Vendor: 1427 <u>123529-00</u>	VILLA PARK ELECTRICAL SUPPLY CO., INC. Uniforms	03/31/2018	63.45	Payable Count: (1)	63.45 63.45
Vendor: 1442 <u>01646940</u>	WELDSTAR COMPANY Calibration Gas for CO Monitors	04/10/2018	202.03	Payable Count: (1)	202.03 202.03
Vendor: 2096 <u>INV0002639</u>	William A. Fates Service as Treasurer: April 2018	04/04/2018	1,666.67	Payable Count: (1)	1,666.67 1,666.67
Payable Account 01-211000				Payable Count: (70)	Total: 8,123,295.77

Payable Account Summary

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	70	8,123,295.77
Report Total:	70	8,123,295.77

Payable Fund Summary

Fund	Count	Amount
01 - WATER FUND	70	8,123,295.77
Report Total:	70	8,123,295.77

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 5-17-18
Board Meeting Date: April 19, 2018

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
55,000.00	Blue Cross Blue Shield - Health Insurance			
6,000.00	Euclid Managers - Dental Insurance			
10,000.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
300.00	Healthiest You			
150.00	NCPERS - IMRF			
20,000.00	ComEd - Utility Charges			
300,000.00	Constellation (Exelon Energy) - Utility Charges			
180,000.00	City of Chicago - Lexington. Electric			
35,000.00	City of Chicago - Lexington Labor Costs			
21,000.00	City of Chicago - Repairs & Maintenance			
2,000.00	City of Naperville -Meter Station Electric Bills			
15,000.00	Nicor - Gas			
250.00	Comcast - Internet Service			
3,000.00	AT & T - Telephone Charges			
3,000.00	AT & T - Scada Backhaul Network/IP Flex			
1,000.00	Fed - Ex - Postage/Delivery			
5,000.00	Procurement Card Charges			
200.00	Anderson - Pest Control			
400.00	Republic Services - Disposal Services			
200.00	Elecsys - Cell Data Services			
1,500.00	Konica Minolta - Copy and Lease Charges			
525.00	Pitney Bowes - Postage			
8,000.00	Grainger - Supplies for Operations			
2,500.00	Verizon - Wireless Service			
300.00	Network Fleet - Diagnostics			
1,700.00	William Fates - Treasurer			
5,000.00	Baker Tilly			
15,000.00	Schirott, Luetkehans & Garner, LLC			
1,500.00	Rory Group			
7,000.00	IT Savvy - Network Support			
200.00	Edward Coughlin/Ken Lafin - Security			
600.00	Red Wing - Uniforms			
300.00	Storino Ramello & Durkin			
500.00	Local 399 Training courses			
50.00	City of Aurora - Microbial Analysis			
60,000.00	City of Elmhurst - Annual Special Service Fee			
255.00	City of Elmhurst - Wireless Radio			

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 5-17-18
Board Meeting Date: April 19, 2018

20,000.00 Irth Solutions
6,000.00 John J. Millner & Assoc
 300.00 Black Box - Analog Adapter
 500.00 Core & Main - Meter Station Parts
1,000.00 EESCO - Thermoweld Supplies
 100.00 Elmhurst Plaza - Vehicle Repairs
 500.00 Fastenal - Pipeline Supplies
 400.00 Hach - Cali. And Cert. of Ice Pic
1,000.00 Home Depot - Top Soil
8,700.00 HSQ - Telephone Support Agreement
 600.00 JJ Keller - Safety Book Subscription
1,600.00 Kieft Brothers - Adjusting Concrete Rings
 300.00 Legna Iron Works - Repair Hatch Cross Bar
 300.00 McMaster and Carr - Meter Station Parts
5,000.00 Midwest Valve - Valve Actuator Service
16,000.00 Murphy Paving - Sealcoat and Restripe Lots
 100.00 PCS Industries - Hepa Filter
2,200.00 Riggs Bros. - Truck Cover
1,000.00 Red Wing - Safety Boots
20,000.00 Schneider - Security Video Recording Server
 1,000.00 Staples - Office Supplies
6,500.00 Superior Industrial Equip. - Seal Service
1,000.00 SwansonFlo - Meter Shop Transmitter Repair
 800.00 Transcat - Annual Cali and Data Quote
8,500.00 Whiting - Hoists Inspection
700,000.00 Benchmark - TW-3
13,000.00 Neri Construction - Valve Replacement

1,579,030.00



DuPage Water Commission

MEMORANDUM

TO: Chairman Zay and Commissioners

FROM: John F. Spatz
General Manager

JS

DATE: April 12, 2018

SUBJECT: March 2018 Invoice

I reviewed the Schirott, Luetkehans & Garner LLC March 2018 invoice for services rendered during the period March 1, 2018 – March 31, 2018 and recommend it for approval. This invoice should be placed on the April 19, 2018 Commission meeting accounts payable.

March 2018
 Schirott, Luetkehans & Garner

CATEGORY	<u>FEES</u>	<u>HOURS BILLED</u>	<u>AVERAGE HOURLY RATE</u>	<u>ATTORNEYS & PARALEGALS EMPLOYED</u>	<u>MAJOR ACTIVITIES</u>
General	\$4,240.00	21.2	\$200.00	Luetkehans (17.60 @ \$200/hr.) Garner (0 @ \$200/hr.) Armstrong (3.60 @ \$200/hr.)	various (meetings, review agreements, correspondence, contracts, Board material, and attend March Board meeting)
Misc:	<u>\$10.90</u>				
	<u>\$4,250.90</u>	<u>21.2</u>	<u>\$200.00</u>		