



DuPage Water Commission

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

AGENDA

DUPAGE WATER COMMISSION

THURSDAY, SEPTEMBER 17, 2020
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 August 13, 2020 Rescheduled Regular Meeting of the DuPage Water Commission (Roll Call).

V. Treasurer's Reports – August 2020

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

RECOMMENDED MOTION: To accept the August 2020 Treasurer's Report (Roll Call).

VI. Committee Reports

A. Finance Committee

1. Report of 9/17/20 Finance Committee

2. Actions on Other Items Listed on 9/17/20 Finance Committee Agenda

B. Administration Committee

1. Report of 9/17/20 Administration Committee

Due to the Coronavirus, the September 17, 2020 Commission Meeting will not be open to the public. Please submit comments for the Board Meeting to admin@dpwc.org

2. Resolution No. R-37-20: A Resolution Amending the Employee Handbook to Modify the Section on Early Notification of Retirement Incentive Program.

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

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

3. Actions on Other Items Listed on 9/17/20 Administration Committee Agenda

C. Engineering & Construction Committee

1. Report of 9/17/20 Engineering & Construction Committee
2. Resolution No. R-34-20: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 at the September 17, 2020 DuPage Water Commission Meeting (**Work Authorization Order No. 18 to John Neri Construction Co., Inc. in the total estimated cost of \$525,000.00**)

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

3. Resolution No. R-35-20: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 at the September 17, 2020 DuPage Water Commission Meeting (**McWilliams Electric, Co., at an estimated cost of \$9,891.00**)

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

4. Resolution No. R-36-20: A Resolution Approving a First Amendment to Task Order No. 3 under a Master Contract with Greeley and Hansen (**additional cost of \$13,935.00**)

(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)

5. Resolution No. R-38-20: A Resolution Approving and Ratifying Certain Contract Change Orders at the September 17, 2020, DuPage Water Commission Meeting (**Change Order No. 3 to Rossi Contractors, Inc. in an increased amount of \$20,921.00**)

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

6. Resolution No. R-39-20: A Resolution Approving and Ratifying a First Amendment to Task Order No. 12 under a Master Contract with **AECOM Technical Services, Inc.**, at the September 17, 2020 DuPage Water Commission Meeting (**in an additional amount of \$30,000.00**)

(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)

7. Resolution No. R-40-20: A Resolution Approving and Authorizing the Execution of Master Agreements with Corrpro Companies, Inc. and EN Engineering LLC for Professional Engineering Services **(no cost)**

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

8. Request for Board Action: To Authorize Approval of Requisition No. 71456 to Kunes Country Ford of Antioch for the Purchase of one 2020 Ford Explorer **in the amount of \$25,415.00 (through the Suburban Purchasing Cooperative Joint Purchasing Program)**

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

9. Request for Board Action: To Authorize the Purchase of one new Industrial Fork Truck, charging Unit and Training at an estimated cost of **\$44,200.00 (GSA Purchasing Contract from Federal Contracts Corporation)**

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

RECOMMENDED MOTION: To adopt item numbers 2 through 9 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).

10. Actions on Other Items Listed on 9/17/20 Engineering & Construction Committee Agenda

VII. Accounts Payable

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

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$13,019,453.79 subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$2,994,125.00 subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

VIII. Chairman's Report

- COVID-19 Emergency Relief

IX. Omnibus Vote Requiring Majority Vote

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

XI. Old Business

- Status update regarding the Village of Oak Brook's Water System

XII. New Business

XIII. Executive Session

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

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

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

XIV. Adjournment

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

**MINUTES OF A RESCHEDULED MEETING OF THE
DuPAGE WATER COMMISSION
HELD ON THURSDAY, AUGUST 13, 2020
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

DUE TO THE CORONAVIRUS THE MEETING WAS HELD VIA WEBEX.

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

Commissioners in attendance via Webex: D. Bouckaert, J. Fennell, R. Gans, D. Novotny, R. Obarski, J. Pruyne, K. Rush, F. Saverino, P. Sues and J. Zay

Commissioners Absent: J. Broda, J. Healy and D. Russo

Also in attendance via Webex: Treasurer W. Fates, J. Spatz, C. Johnson, C. Peterson, A. Stark, D. Cuvalo, J. Rodriguez, M. Weed, J. Schori, E. Kazmierczak, C. Bostick, B. Armstrong of Luetkehans, Brady, Garner & Armstrong LLC and J. Savio of Sikich LLP

PUBLIC COMMENT

None as verified by Commission employee Alan Stark present at the Elmhurst City Hall, 290 N York Street, Elmhurst IL 60126

APPROVAL OF MINUTES

Commissioner Obarski moved to approve the Minutes of the June 18, 2020 Regular Scheduled Meeting of the DuPage Water Commission. Seconded by Commissioner Novotny and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

TREASURER'S REPORTS

Treasurer Fates presented the June and July 2020 Treasurer's Reports each consisting of 13 pages, noting that pages 1 and 2 contained a brief summary of each report.

June 2020

Treasurer Fates pointed out the \$184.3 million of cash and investments on page 4, which reflected an increase of about \$0.9 million from the previous month. Treasurer Fates also pointed out the schedule of investments on pages 5 through 11 totaling \$157.7 million and the market yield on the total portfolio showed 1.58% which had decreased from the prior month. On page 12, the statement of cash flows showed an increase in cash and investments by about \$586,000 and operating activities generated \$461,000. On page 13, the monthly cash/operating report showed that the Commission has met all recommended reserve balances.

July 2020

Treasurer Fates pointed out the \$186.5 million of cash and investments on page 4, which reflected an increase of about \$2.2 million from the previous month. Treasurer Fates also pointed out the schedule of investments on pages 5 through 11 totaling \$158.0 million

Minutes of the 8/13/2020 Rescheduled Commission Meeting

and the market yield on the total portfolio showed 1.55% which had decreased from the prior month. On page 12, the statement of cash flows showed an increase in cash and investments by about \$2.8 million and operating activities increased cash by approximately \$2.7 million. On page 13, the monthly cash/operating report showed that the Commission had met all recommended reserve balances.

Commissioner Saverino moved to accept the June and July 2020 Treasurer's Reports. Seconded by Commissioner Obarski and unanimously approved by a Roll Call Vote.

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

Nays: None

Absent: J. Broda, J. Healy and D. Russo

COMMITTEE REPORTS

Finance Committee – Meeting Cancelled

Commissioner Suess reported that the Finance Committee did not meet but that the 2020 Annual Audit Report was on the Agenda for Board consideration sharing the success of the Commission accomplishing another clean audit. He then asked Sikich LLP representative Jim Savio to begin presenting the 2020 Annual Audit Report. Mr. Savio began by thanking General Manager Spatz, Financial Administrator Peterson and staff for their help throughout the process. He then provided a favorable summary of the report pointing out that the Commission had no audit adjustments, no past adjustments, no material weaknesses, no significant deficiencies, no deficiencies, and also issued an unmodified opinion to the Commission.

After Mr. Savio concluded his report, Chairman Zay expressed his appreciation to General Manager Spatz and Financial Administrator Peterson for a job well done. Commissioner Pruyn added how uncommon it was to receive a management letter from the auditors with no deficiencies noting that the Commission should be very proud of this achievement.

Commissioner Suess echoed Chairman Zay and Commissioner Pruyn noting how pleased he was to receive the good news. There being no further comments, Commissioner Suess moved to accept the draft audit report for the fiscal year ending April 30, 2020, to direct the auditors to print the final report, and to direct staff to distribute the FY2020 Audit Report to the Commission's customers and other interested parties. Seconded by Commissioner Rush and unanimously approved by a Roll Call Vote.

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

Nays: None

Absent: J. Broda, J. Healy and D. Russo

Minutes of the 8/13/2020 Rescheduled Commission Meeting

Administration Committee – Meeting Cancelled

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

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

Nays: None

Absent: J. Broda, J. Healy and D. Russo

Item 2: Resolution No. R-32-20: A Resolution Authorizing and Ratifying the Disposal of Electronic Equipment and Certain Personal Property Owned by the DuPage Water Commission at the August 13, 2020 DuPage Water Commission Meeting (no cost)

Engineering & Construction Committee – Meeting Cancelled

Commissioner Fennell moved to adopt item numbers 2 through 10 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Saverino and unanimously approved by a Roll Call Vote.

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

Nays: None

Absent: J. Broda, J. Healy and D. Russo

Item 2: Resolution No. R-27-20: A Resolution Approving a First Amendment to Task Order No. 2 under a Master Contract with Greeley and Hansen (additional \$3,000.00)

Item 3: Resolution No. R-28-20: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 at the August 13, 2020 DuPage Water Commission Meeting (Volt Electric, Inc. at an estimated cost of \$20,000.00)

Item 4: Resolution No. R-29-20: A Resolution Approving and Ratifying Certain Contract Change Orders at the August 13, 2020 DuPage Water Commission Meeting (Contract PSD-8/19 Independent Mechanical Industries, Inc. in the amount of \$4,078.00)

Item 5: Resolution No. R-30-20: Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17

Minutes of the 8/13/2020 Rescheduled Commission Meeting

at the August 13, 2020, DuPage Water Commission Meeting (Work Authorization Order No. 17 to Volt Electric, Inc., in an estimated amount of \$185,160.00 and Work Authorization Order No. 22 to Volt Electric, Inc., in an estimated amount of \$5,492.00)

- Item 6: Resolution No. R-31-20: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 at the August 13, 2020, DuPage Water Commission Meeting (Work Authorization Order No. 17 to Rossi Contractors, Inc. in an estimated amount of \$451,100.00)
- Item 7: Resolution No. R-33-20: A Resolution Approving and Ratifying Certain Contract Change Orders at the August 13, 2020 DuPage Water Commission Meeting (Contract SS-9/19 Rossi Contractors, Inc. in the amount of \$24,261.00)
- Item 8: Request for Board Action: To Suspend the Purchasing Procedure of the Commission's By-laws and give the General Manager the Authorization to Purchase Spare Parts for Electric Valve Actuators from the Manufacturer, Emerson Automation Solutions in an amount not to exceed \$50,000.00
- Item 9: Request for Board Action: To Authorize Approval of Requisition No. 71266 to Currie Motors Frankfort for the Purchase of one 2020 Ford Transit in the amount of \$53,093.00.
- Item 10: Request for Board Action: To Authorize Approval of Requisition No. 71300 to Currie Motors for the Purchase of one 2020 Ford F-350 Chassis 4x4 SD Crew Cab in the amount of \$41,113.00.

General Manager Spatz update Board members on the following items:

- During the storm on Monday, August 10th, similar to most of Elmhurst, the Commission lost power to its two incoming power lines. During this time, the Commission switched over to the backup line and ran on the generators until Tuesday afternoon when ComEd was able to restore one of the power lines and is working towards restoring the other power line within the next couple of days. He then pointed out the Commission's Operations team and the excellent job they did in making sure water operations were not disrupted during the power outage.
- Next, General Manager Spatz reported a leak on one of the Commission's 24" watermains in the Village of Addison noting work was scheduled to begin the following day to identify the location of the leak.
- General Manager Spatz then reported that the Commission, as well as the City of Chicago, has received some taste and odor complaints with their drinking water. The Commission has been in communication with the City regarding the issue and found that they have begun adding powder activated carbon to its treatment process to aid in removing the taste and odor issues.

Minutes of the 8/13/2020 Rescheduled Commission Meeting

- With regards to the SCADA project, General Manager Spatz noted that the project is going well and is at 30% design with a current estimated cost of \$60,000.00 below budget. However, staff will be preparing a change order due to a redesign of the Commission's control center and that the savings will help offset those costs.

With regards to the taste and odor issues, Commissioner Obarski asked about how the communication is handled. General Manager Spatz noted that once the Commission is notified by any of its customers, that information is officially relayed to the City of Chicago.

Commissioner Suess inquired as to any new updates regarding the Illinois Tollway Authority. General Manager Spatz reported that the bid opening went well and that the project had been awarded with construction beginning sometime in September.

Circling back to the taste and odor issues, Commissioner Novotny asked what would cause this issue. General Manager Spatz explained that the issue is usually caused by one or two naturally occurring compounds. The compound Geosmin, in this case, produces a musty, earthy smell and taste in drinking water, but the water is safe to drink.

ACCOUNTS PAYABLE

Commissioner Suess moved to approve the Accounts Payable in the amount of \$10,618,868.33 (June 2020, disbursements made with concurrence of Commission's Chairman) and \$11,734,492.38 (July 2020) subject to submission of all contractually required documentation, for invoices that have been received and moved to approve the Accounts Payable in the amount of \$2,324,680.00 (June 2020, disbursements made with concurrence of Commission's Chairman) and \$2,759,425.00 (July 2020) subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated. Seconded by Commissioner Pruyn and unanimously approved by a Roll Call Vote.

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

Nays: None

Absent: J. Broda, J. Healy and D. Russo

CHAIRMAN'S REPORT

During the ongoing challenges of the Coronavirus, Chairman Zay asked Committee Chairpersons if they would like to try and hold their committees, via Webex, before the regular Commission meeting begins or would they prefer to continue as is with the Board meeting as a whole. Several Commissioners noted their preference would be to continue meeting as a whole and Commissioner Suess suggested that the Finance Committee meet on a quarterly basis. Chairman Zay stated that staff would be following up with each Committee Chairperson.

OMNIBUS VOTE REQUIRING MAJORITY VOTE

None

OMNIBUS VOTE REQUIRING SUPER-MAJORITY OR SPECIAL MAJORITY VOTE

None

OLD BUSINESS

General Manager Spatz provided a status update regarding the Village of Oak Brook's Water System noting that after their presentation at the June meeting, Commissioner Obarski had emailed several legal questions that were addressed by Attorney Luetkehans and forwarded to all Board members. On July 7th, staff followed up with an email to Mr. Patchin at the Village of Oak Brook requesting that the following information, discussed at the June meeting, be provided:

- A list of the completed capital improvements in the unincorporated zones for the last 10 years and a list for what was being planned for over the next 10 years
- A copy of the 2016 Water Loss Survey Report.

On July 14th, Oak Brook's attorney reached out to Attorney Luetkehans stating that he felt that the Board did not have a good understanding of Oak Brook's system and that Mr. Patchin would make another attempt to address the Board's questions and concerns.

On August 3rd a conference call was held with Chairman Zay, General Manager Spatz, Attorney Luetkehans, Oak Brook's Attorney, Village Manager, and Public Works Director, along with representatives from Aqua Illinois. The week prior, staff sent another email to Mr. Patchin asking if the requested information would be provided prior to the August 3rd meeting. What Mr. Patchin provided was the same information presented at the June meeting and did not include any information on capital improvements nor the 2016 Water Loss Survey Report. During the conference call, General Manager Spatz noted that he had again requested that the Village provide this information as well as reiterated many of the same concerns brought up by the Board members. At this point, the Commission is waiting on the Village as nothing has been received. Chairman Zay shared concerns that questions/concerns have yet to be addressed by the Village and if nothing is received within the next couple of weeks, staff would be reaching out to Mr. Patchin to find out the status.

NEW BUSINESS

None

EXECUTIVE SESSION

None

Commissioner Novotny moved to adjourn the meeting at 7:15 P.M. Seconded by Commissioner Saverino 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: September 8, 2020
SUBJECT: TREASURER'S REPORT – August 31, 2020

I am pleased to report that I have reviewed and approved all journal entries and bank reconciliations for the month of August. 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 \$186.9 million at August 31st, an increase of \$0.5 million compared to the previous month.
2. The balance in the BMO Harris checking account was \$28.6 million at August 31st, up \$0.1 million compared to the \$28.5 million reported last month.
3. The BMO Harris money market accounts had \$2.7 million at month-end, relatively unchanged from the prior month.
4. During the month of August, the IIIT money market accounts increased by approximately \$1.5 million from the prior month.
5. In August, our holdings of municipal bonds increased by \$0.7 million, and U.S. Treasury investments and asset backed securities decreased by \$0.9 million and \$1.2 million, respectively.
6. The current holdings of cash and investments are in compliance with the approved investment policy.
7. For the four months ended August 31, 2020, the Commission's cash and investments increased a total of \$3.2 million.
 - The Operating & Maintenance Account increased by \$2.0 million for an ending balance of \$31.3 million.
 - The General Account decreased by approximately \$16.4 million for an ending balance of \$5.5 million.
 - The Sales Tax Account remained unchanged at \$291.
 - The Operating Reserve Account increased \$3.2 million for a balance of \$71.5 million.
 - The Capital Reserve Fund increased by about \$12.1 million for a balance of \$58.8 million.

- The Long-Term Capital Reserve Account increased by \$2.3 million for a balance of \$19.8 million.

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

Cash and Investments by Account

Account	Balance 4/30/2020	Balance 8/31/2020	Increase (Decrease)
Operations & Maintenance	\$29,299,256	\$31,322,603	\$2,023,347
General Account	21,849,263	5,469,161	(16,380,102)
Sales Tax	291	291	0
Operating Reserve	68,306,825	71,516,962	3,210,137
Capital Reserve	46,743,266	58,827,232	12,083,966
Long-Term Cap. Reserve	17,501,220	19,785,089	2,283,869
Total Cash & Investments	\$183,700,121	\$186,921,338	\$3,221,217

Schedule of Investments (Pages 5-11)

1. The average yield to maturity on the Commission's investments was 1.51%, down from the prior month average yield to maturity of 1.55%.
2. The portfolio ended the month of August 2020 with \$4.1 million of unrealized gains, compared to \$4.2 million in unrealized gains at April 30, 2020.
3. The amortized cost of our investments was \$158.3 million at August 31st.

Statement of Cash Flows (Page 12)

1. The statement of cash flows shows a breakdown of the \$3.2 million increase in cash and investments for the fiscal year.
2. Operating activities increased cash by approximately \$2.8 million as of the end of August 2020.
3. The decrease in Loans Receivable, primarily related to Bartlett activity, increased cash by approximately \$427,000.
4. Capital Assets purchased were \$1.5 million.
5. Cash flow from investment activity generated \$1.4 million of income.

Reserve Analysis (Page 13)

4. The reserve analysis report shows the Commission has met all recommended reserve balances on August 31st.
5. The Operating and Maintenance Account was \$31.3 million which is a balance currently sufficient to cover an estimated 80 days of normal operation and maintenance costs.
6. The Operating Reserve account was \$71.5 million which is approximately 183 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
 August 31, 2020

FUNDS CONSIST OF:	August 31, 2020	July 31, 2020	INCR. - (DECR.)
PETTY CASH	1,300.00	1,300.00	0.00
CASH AT HARRIS BANK	28,623,220.46	28,455,419.39	167,801.07
TOTAL CASH	28,624,520.46	28,456,719.39	167,801.07
IIIT MONEY MARKET FUNDS	7,728,942.68	6,197,596.16	1,531,346.52
BMO HARRIS MONEY MARKET FUNDS	2,698,082.77	2,697,625.80	456.97
U. S. TREASURY INVESTMENTS	53,848,101.49	54,754,171.40	(906,069.91)
U. S. AGENCY INVESTMENTS	47,124,814.94	46,953,529.83	171,285.11
MUNICIPAL BONDS	13,998,062.15	13,260,213.75	737,848.40
COMMERCIAL PAPER	0.00	0.00	0.00
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG CERTIFICATES OF DEPOSIT	32,898,813.99 0.00	34,140,709.33 0.00	(1,241,895.34) 0.00
TOTAL INVESTMENTS	158,296,818.02	158,003,846.27	292,971.75
TOTAL CASH AND INVESTMENTS	186,921,338.48	186,460,565.66	460,772.82
	August 31, 2020	July 31, 2020	% CHANGE
IIIT MONEY MARKET FUNDS	4.9%	3.9%	24.7%
BMO HARRIS MONEY MARKET FUNDS	1.7%	1.7%	0.0%
U. S. TREASURY INVESTMENTS	34.0%	34.7%	-1.7%
U. S. AGENCY INVESTMENTS	29.8%	29.7%	0.4%
MUNICIPAL BONDS	8.8%	8.4%	5.6%
COMMERCIAL PAPER	0.0%	0.0%	N/A
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG CERTIFICATES OF DEPOSIT	20.8% 0.0%	21.6% 0.0%	-3.6% N/A
TOTAL INVESTMENTS	100.0%	100.0%	0.2%

Note 1 - Investments are carried at amortized cost.

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
August 31, 2020

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 08/31/20
Water Fund Oper. & Maint. Acct. (01-121103)										
BMO Harris - Money Market	0.200%	08/31/20	09/01/20	1	0.200%	\$ 2,698,082.77	\$ 2,698,082.77	0.00	\$ 2,698,082.77	-
Water Fund General Account (01-121700)										
IIIT - Money Market	0.180%	08/31/20	09/01/20	1	0.180%	5,469,161.46	5,469,161.46	0.00	5,469,161.46	-
	Weighted Avg Maturity			1	0.180%	\$ 5,469,161.46	\$ 5,469,161.46	0.00	\$ 5,469,161.46	\$ -
Sales Tax Funds (01-123000)										
IIIT - Money Market	0.180%	08/31/20	09/01/20	1	0.180%	290.89	290.89	0.00	290.89	-
	Weighted Avg Maturity			1	0.180%	\$ 290.89	\$ 290.89	0.00	\$ 290.89	\$ -
Water Fund Operating Reserve (01-121800)										
IIIT - Money Market	0.180%	08/31/20	09/01/20	1	0.180%	1,014,915.54	1,014,915.54	0.00	1,014,915.54	-
US Treasury Notes	2.125%	06/28/17	12/31/21	487	1.720%	1,600,000.00	1,628,312.50	(19,957.99)	1,608,354.51	5,820.65
US Treasury Notes	1.750%	08/01/17	02/28/22	546	1.780%	1,800,000.00	1,797,539.06	1,658.30	1,799,197.36	87.02
US Treasury Notes	0.125%	06/29/20	06/30/22	668	0.160%	400,000.00	399,687.50	26.97	399,714.47	85.60
US Treasury Notes	1.625%	07/01/19	11/15/22	806	1.740%	700,000.00	697,375.00	909.80	698,284.80	3,369.23
US Treasury Notes	1.750%	09/03/19	01/31/23	883	1.370%	1,500,000.00	1,518,808.59	(5,473.24)	1,513,335.35	2,282.61
US Treasury Notes	1.750%	06/04/18	01/31/23	883	2.760%	2,525,000.00	2,414,629.89	53,107.50	2,467,737.39	3,842.39
US Treasury Notes	1.375%	12/10/18	06/30/23	1,033	2.710%	1,000,000.00	943,085.94	21,552.65	964,638.59	2,353.94
US Treasury Notes	1.250%	09/03/19	07/31/23	1,064	1.370%	785,000.00	781,534.96	880.24	782,415.20	853.26
US Treasury Notes	2.250%	01/29/19	12/31/23	1,217	2.560%	1,270,000.00	1,251,991.80	5,808.77	1,257,800.57	4,891.92
US Treasury Notes	2.375%	03/01/19	02/29/24	1,277	2.560%	550,000.00	545,208.98	1,435.73	546,644.71	36.08
US Treasury Notes	2.125%	04/01/19	03/31/24	1,308	2.300%	1,050,000.00	1,041,140.63	2,511.13	1,043,651.76	9,388.32
US Treasury Notes	2.000%	05/28/19	04/30/24	1,338	2.100%	1,420,000.00	1,413,121.88	1,766.37	1,414,888.25	9,569.57
US Treasury Notes	1.750%	01/02/20	12/31/24	1,583	1.650%	500,000.00	502,363.28	(310.17)	502,053.11	1,497.96
US Treasury Notes	1.375%	02/03/20	01/31/25	1,614	1.370%	1,000,000.00	1,000,078.13	(8.96)	1,000,069.17	1,195.65
US Treasury Notes	1.125%	03/02/20	02/28/25	1,642	0.830%	1,000,000.00	1,014,335.94	(1,424.15)	1,012,911.79	31.08
Intl Bank of Recons and Dev Notes (World Bank)	1.625%	03/14/16	03/09/21	190	1.730%	925,000.00	920,597.00	3,946.02	924,543.02	7,186.02
Intl Bank of Recons and Dev Notes Global Notes	2.750%	07/18/18	07/23/21	326	2.830%	790,000.00	788,151.40	1,299.43	789,450.83	2,293.19
African Development Bank Supranational	1.625%	09/12/19	09/16/22	746	1.680%	670,000.00	668,948.10	335.57	669,283.67	4,990.10

DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 August 31, 2020

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 08/31/20
Water Fund Operating Reserve (01-121800) Continued...									
NY ST Dorm Auth Pits Txbi Rev Bonds	3.100%	12/12/18	03/15/21	196 3.100%	610,000.00	610,000.00	0.00	610,000.00	8,719.61
NY Trans Fin Auth, NY Txbi Rev Bonds	1.500%	07/14/16	05/01/21	243 1.500%	600,000.00	600,000.00	0.00	600,000.00	3,000.00
NY ST Urban Dev Corp Bonds	0.622%	07/17/20	03/15/23	926 0.620%	220,000.00	220,000.00	0.00	220,000.00	144.44
Avondale School Dist, MI Txbi GO Bonds	1.650%	02/04/20	05/01/23	973 1.650%	350,000.00	350,000.00	0.00	350,000.00	2,983.75
Univ of CO Txbi Rev Bonds	2.569%	10/22/19	06/01/23	1,004 1.950%	280,000.00	286,036.80	(1,435.80)	284,601.00	1,798.30
Port Auth of NY/NJ Txbi Rev Bonds	1.086%	07/02/20	07/01/23	1,034 1.090%	205,000.00	205,000.00	0.00	205,000.00	327.76
Long Beach CCD, CA Txbi GO Bonds	1.743%	10/09/19	08/01/23	1,065 1.740%	280,000.00	280,000.00	0.00	280,000.00	406.70
Tamalpais UHSD, CA Txbi GO Bonds	1.971%	09/20/19	08/01/23	1,065 1.970%	295,000.00	295,000.00	0.00	295,000.00	484.54
NYC, NY Txbi GO Bonds	2.080%	09/25/19	08/01/23	1,065 1.940%	685,000.00	688,548.30	(859.27)	687,689.03	1,187.33
OR ST Dept of Trans Txbi Rev Bonds	1.946%	11/07/19	11/15/23	1,171 1.950%	300,000.00	300,000.00	0.00	300,000.00	1,718.97
Houston, TX Txbi GO Bonds	1.950%	08/23/19	03/01/24	1,278 1.950%	765,000.00	765,000.00	0.00	765,000.00	7,458.75
New York St Urban Dev Corp SAL Bonds	2.020%	10/24/19	03/15/24	1,292 2.020%	680,000.00	680,000.00	0.00	680,000.00	6,333.82
TX ST Trans Comm Txbi GO Bonds	4.000%	12/11/19	04/01/24	1,309 1.990%	410,000.00	443,812.70	(5,696.35)	438,116.35	6,833.33
WI St Txbi GO Bonds	1.775%	02/11/20	05/01/24	1,339 1.780%	200,000.00	200,000.00	0.00	200,000.00	1,183.33
WI St Txbi GO Bonds	1.857%	10/02/19	05/01/24	1,339 1.860%	275,000.00	275,000.00	0.00	275,000.00	1,702.25
CT ST Txbi GO Bonds	3.000%	06/12/20	06/01/24	1,370 0.800%	240,000.00	260,402.40	(965.46)	259,436.94	1,320.00
Connecticut St A Txbi Municipal Bonds	1.998%	06/11/20	07/01/24	1,400 2.000%	120,000.00	120,000.00	0.00	120,000.00	532.80
NYC, NY Txbi GO Bonds	1.790%	10/04/19	10/01/24	1,492 1.790%	675,000.00	675,000.00	0.00	675,000.00	5,034.38
NY ST Urban Dev Corp Bonds	1.115%	06/18/20	03/15/25	1,657 1.120%	395,000.00	395,000.00	0.00	395,000.00	807.45
MN St Txbi GO Bonds	0.630%	08/25/20	08/01/25	1,796 0.630%	740,000.00	740,000.00	0.00	740,000.00	77.70
FHMS K731 A1	3.481%	04/13/18	04/25/24	1,333 3.110%	182,592.32	186,244.17	(1,460.74)	184,783.43	529.67
FNMA Pool #AJ3174	3.500%	02/17/16	10/01/26	2,222 2.820%	143,728.28	152,711.29	(3,839.61)	148,871.68	419.21
FNMA Pool #AT3221	3.500%	06/17/16	03/01/27	2,373 2.820%	153,761.43	163,467.62	(3,808.88)	159,658.74	448.47
FN AL2092	3.000%	03/06/18	07/25/27	2,519 2.980%	303,170.78	303,549.74	(100.57)	303,449.17	757.93
FN AP4718	2.500%	07/20/18	08/25/27	2,550 2.750%	222,665.20	218,246.66	1,031.53	219,278.19	463.89
Fannie Mae Pool	3.500%	04/05/18	02/01/28	2,710 3.230%	415,315.68	424,790.08	(2,323.06)	422,467.02	1,211.34
Fannie Mae Pool	3.500%	04/05/18	03/01/28	2,739 3.230%	81,845.04	83,712.12	(454.13)	83,257.99	238.71
FR ZT1267	2.500%	08/21/19	05/25/28	2,824 2.320%	282,538.70	286,467.77	(464.21)	286,003.56	588.62
FN CA1940	4.000%	07/11/18	06/01/28	2,831 3.640%	325,955.06	335,631.85	(2,095.03)	333,536.82	1,086.52
FNMA Pool #AU1266	3.000%	10/31/17	07/25/28	2,885 2.720%	350,732.49	359,665.21	(2,375.33)	357,289.88	876.83
Fannie Mae Pool	4.000%	03/18/19	03/25/29	3,128 3.630%	192,093.91	198,006.81	(866.77)	197,140.04	640.31
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	3,410 3.000%	144,010.07	152,470.66	(3,001.16)	149,469.50	420.03
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	3,622 2.630%	246,827.14	257,664.40	(3,362.65)	254,301.75	617.07
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	3,714 2.960%	248,926.70	265,068.04	(4,982.75)	260,085.29	726.04
FR ZS7331	3.000%	02/13/20	12/01/30	3,744 2.600%	452,304.87	469,407.65	(851.01)	468,556.64	1,130.76
FN FM1082	3.000%	08/19/19	09/25/31	4,042 2.720%	372,522.36	383,290.59	(923.90)	382,366.69	931.31
FG G16720	3.500%	01/25/19	11/15/31	4,093 3.340%	271,823.67	276,198.32	(545.54)	275,652.78	792.82
FG G16635	3.000%	04/18/19	02/15/32	4,185 2.930%	446,510.10	450,050.79	(377.06)	449,673.73	1,116.28
Fannie Mae Pool	3.500%	02/13/18	01/25/33	4,530 3.300%	346,077.15	354,080.18	(1,368.20)	352,711.98	1,009.39
Freddie Mac Pool	4.000%	06/07/18	02/15/33	4,551 3.730%	164,544.04	169,506.07	(751.82)	168,754.25	548.48
FN CA1455	4.000%	12/20/18	03/25/33	4,589 3.760%	379,256.70	389,123.30	(1,180.03)	387,943.27	1,264.19
FN BM5830	3.500%	06/05/19	04/25/34	4,985 3.180%	485,994.25	504,219.03	(1,488.08)	502,730.95	1,417.48
FN FM2694	3.500%	06/05/19	04/25/34	4,985 2.570%	472,314.94	497,701.87	(744.76)	496,957.11	1,180.79
FN FM3701	2.500%	07/27/20	07/01/35	5,417 2.040%	345,172.99	365,397.97	(126.17)	365,271.80	719.11

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
August 31, 2020

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 08/31/20
Water Fund Operating Reserve (01-121800) Continued...										
Fannie Mae Series 2016-M1 ASQ2	2.132%	01/29/16	02/01/21	154	1.920%	56,182.65	56,743.48	(513.94)	56,229.54	99.82
FHMS KJ23 A1	3.174%	12/07/18	03/01/22	547	3.170%	133,921.19	133,920.14	0.56	133,920.70	354.22
FHLMC Multifamily Structured Pool	2.396%	03/28/19	06/25/22	663	2.470%	600,000.00	598,640.63	609.13	599,249.76	1,198.00
FHLMC Multifamily Structured Pool	2.716%	04/02/19	06/25/22	663	2.630%	650,000.00	651,625.00	(725.82)	650,899.18	1,471.17
FHLMC Multifamily Structured Pool	2.355%	08/14/19	07/25/22	693	1.920%	470,000.00	475,728.13	(2,073.51)	473,654.62	922.38
FHLMC Multifamily Structured Pool	2.682%	06/13/19	10/25/22	785	2.210%	650,000.00	659,750.00	(3,580.14)	656,169.86	1,452.75
FHLMC Multifamily Structured Pool	2.510%	06/12/19	11/25/22	816	2.240%	650,000.00	655,687.50	(2,038.83)	653,648.67	1,359.58
FNA 201-M7	2.280%	09/04/19	12/25/22	846	1.760%	235,307.93	238,390.69	(936.07)	237,454.62	447.09
FNA 201-M7	2.280%	09/04/19	12/25/22	846	2.080%	435,454.91	438,168.21	(812.60)	437,355.61	827.36
FHLMC Series K032 A1	3.016%	06/13/18	02/01/23	884	2.960%	134,131.99	134,451.60	(152.52)	134,299.08	337.12
FHLMC Multifamily Structured Pool	2.669%	06/13/18	02/25/23	908	2.790%	150,482.54	149,712.50	367.47	150,079.97	334.70
FHMS J22F A1	3.454%	11/07/18	05/25/23	997	3.450%	31,721.90	31,721.05	0.34	31,721.39	91.31
FHMS KP05 A1	3.203%	12/07/18	07/01/23	1,034	3.200%	154,473.50	154,473.02	0.18	154,473.20	412.32
FHLMC Multifamily Structured Pool	2.741%	10/31/17	10/25/23	1,150	2.380%	583,142.63	594,804.32	(5,553.96)	589,250.36	1,331.99
FHLMC Multifamily Structured Pool	2.951%	12/15/17	02/25/24	1,273	2.600%	588,337.10	600,083.25	(5,178.41)	594,904.84	1,446.82
Fannie Mae ACES	3.346%	12/13/19	03/25/24	1,302	2.140%	362,196.43	379,796.91	(2,958.26)	376,838.65	1,009.92
FHMS KJ27 A1	2.092%	11/20/19	07/25/24	1,424	2.090%	312,346.11	312,338.61	1.25	312,339.86	544.52
FHMS KJ27 A1	3.627%	06/20/18	09/25/24	1,486	3.270%	321,081.15	327,498.27	(2,263.19)	325,235.08	970.47
FNA 2017-M15 AV1	2.723%	11/30/17	11/25/24	1,547	2.440%	1,992.82	2,016.90	(9.41)	2,007.49	4.51
FHMS KJ25 A1	2.149%	09/18/19	11/25/24	1,547	2.150%	239,937.68	239,936.25	0.26	239,936.51	429.69
FHMS K047 A1	2.827%	06/18/19	12/25/24	1,577	2.490%	190,000.00	199,410.94	(879.53)	198,531.41	484.82
FHMS K043 A2	3.062%	03/19/20	12/25/24	1,577	1.970%	576,841.04	586,755.50	(2,182.18)	584,573.32	1,358.94
FHMS KJ28 A1	1.766%	02/19/20	02/25/25	1,639	1.770%	367,911.98	367,910.49	0.15	367,910.64	541.44
FHLMC Multifamily Structured Pool	3.139%	04/11/19	06/25/25	1,759	2.780%	675,657.08	689,169.55	(3,033.66)	686,135.89	1,767.41
FHMS K736 A1	1.895%	09/04/19	06/25/26	2,124	1.820%	343,913.47	345,633.04	(245.75)	345,387.29	543.10
FHMS K737 A1	2.116%	01/22/20	06/25/26	2,124	2.030%	496,795.38	499,276.38	(230.52)	499,045.86	876.02
FHR 4096 PA	1.375%	02/21/20	08/15/27	2,540	1.490%	603,510.51	598,606.99	339.79	598,946.78	691.52
FNR 2012-107 GA	1.500%	12/03/19	09/25/27	2,581	1.690%	310,493.66	306,200.12	410.21	306,610.33	388.12
FHS 287 150	1.500%	12/21/17	10/15/27	2,601	1.840%	333,910.28	323,892.97	2,750.90	326,643.87	417.39
FNR 2012-145 EA	1.250%	02/07/20	01/25/28	2,703	1.440%	297,615.37	293,395.27	295.99	293,691.26	310.02
FNR 2013-39 MP	1.750%	12/09/19	05/25/28	2,824	1.860%	576,308.37	571,445.76	419.11	571,864.87	840.45
FNR 2013-19 GE	2.500%	10/25/19	03/25/33	4,589	2.400%	288,138.06	291,289.56	(198.63)	291,090.93	600.29
Freddie Mac	3.000%	05/03/19	04/15/34	4,975	2.960%	514,247.14	516,778.19	(224.18)	516,554.01	1,285.62
FHR 3745 NP	4.000%	09/12/19	06/01/39	6,848	3.740%	171,948.46	178,094.28	(298.88)	177,795.40	573.16
FNR 2013-75 PC	2.500%	04/15/20	04/01/43	8,248	2.200%	316,275.89	333,374.56	(273.38)	333,101.18	658.91
FNR 2015-33 P	2.500%	02/14/20	06/25/45	9,064	2.400%	414,380.95	422,280.09	(165.97)	422,114.12	863.29
FNR 2016-19 AH	3.000%	07/08/20	04/25/46	9,368	2.580%	191,269.77	206,533.99	(81.05)	206,452.94	478.17
FHR 5000 LB	1.250%	08/07/20	07/25/46	9,459	1.160%	403,245.92	411,184.83	(16.75)	411,168.08	420.05
FNR 2016-79 HA	2.000%	06/05/20	11/25/46	9,582	1.830%	284,946.07	295,364.42	(89.48)	295,274.94	474.91
FHLB Global Note	1.125%	08/02/16	07/14/21	317	1.210%	285,000.00	283,905.60	902.91	284,808.51	418.59
Federal Farm Credit Banks Notes	0.530%	03/10/20	01/18/22	505	0.610%	1,420,000.00	1,418,054.60	484.18	1,418,538.78	898.94
Fannie Mae Notes	1.875%	04/06/17	04/05/22	582	1.970%	1,120,000.00	1,114,971.20	3,424.33	1,118,395.53	8,516.67
FFCB Notes	0.950%	04/02/20	04/08/22	585	0.950%	1,420,000.00	1,420,000.00	0.00	1,420,000.00	5,358.53
Freddie Mac Notes	0.375%	04/17/20	04/20/23	962	0.460%	1,395,000.00	1,391,512.50	426.78	1,391,939.28	1,903.59
Freddie Mac Notes	0.375%	05/05/20	05/05/23	977	0.390%	1,335,000.00	1,334,439.30	60.02	1,334,499.32	1,585.31
Fannie Mae Notes	0.250%	05/20/20	05/22/23	994	0.350%	1,420,000.00	1,415,725.80	398.14	1,416,123.94	976.25
Freddie Mac Notes	0.500%	06/12/20	06/16/23	1,019	0.500%	1,435,000.00	1,435,000.00	0.00	1,435,000.00	1,494.79
Freddie Mac Notes	0.250%	06/24/20	06/26/23	1,029	0.350%	1,295,000.00	1,291,218.60	231.37	1,291,449.97	584.55
Fannie Mae Notes	0.250%	07/08/20	07/10/23	1,043	0.320%	1,395,000.00	1,392,000.75	145.17	1,392,145.92	494.06
Fannie Mae Notes	2.500%	02/07/19	02/05/24	1,253	2.580%	930,000.00	926,540.40	1,083.62	927,624.02	1,679.17
FHLB Bonds	2.500%	02/14/19	02/13/24	1,261	2.580%	1,020,000.00	1,016,389.20	1,116.50	1,017,505.70	1,275.00
Federal Farm Credit Banks Notes	0.875%	04/03/20	04/08/24	1,316	0.610%	1,420,000.00	1,420,000.00	0.00	1,420,000.00	4,935.49
Fannie Mae Notes	1.625%	01/08/20	01/07/25	1,590	1.690%	1,210,000.00	1,206,140.10	497.30	1,206,637.40	2,949.38
Federal Home Loan Bank Notes	0.500%	04/15/20	04/14/25	1,687	0.600%	1,060,000.00	1,054,742.40	397.78	1,055,140.18	1,987.50
Fannie Mae Notes	0.625%	06/01/20	04/22/25	1,695	0.500%	500,000.00	502,950.00	(150.39)	502,799.61	1,102.43
Fannie Mae Notes	0.625%	04/22/20	04/22/25	1,695	0.670%	1,225,000.00	1,222,476.50	179.85	1,222,656.35	2,700.96
Fannie Mae Notes	0.500%	06/29/20	06/17/25	1,751	0.470%	1,000,000.00	1,001,280.00	(44.48)	1,001,235.52	1,000.00
Freddie Mac Notes	0.375%	07/21/20	07/21/25	1,785	0.480%	420,000.00	417,908.40	45.87	417,954.27	166.25
Weighted Avg Maturity			1,612		1.734%	\$ 71,278,719.34	\$ 71,514,637.25	2,324.83	\$ 71,516,962.08	\$ 199,611.88

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
August 31, 2020

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 08/31/20
Water Fund L-T Water Capital Reserve (01-121900)										
IIIT - Money Market (PFM Asset Management)	0.180%	08/31/20	09/01/20	1	0.180%	258,564.13	258,564.13	0.00	258,564.13	-
US Treasury Notes	1.875%	05/01/19	04/30/22	607	2.230%	500,000.00	494,863.28	2,291.33	497,154.61	3,158.97
US Treasury Notes	1.625%	12/04/15	11/15/22	806	1.930%	200,000.00	196,109.38	2,656.60	198,765.98	962.64
US Treasury Notes	1.750%	04/24/15	05/15/23	987	1.790%	195,000.00	194,390.62	405.22	194,795.84	1,010.77
US Treasury Notes	0.250%	06/29/20	06/15/23	1,018	0.180%	500,000.00	500,996.09	(58.11)	500,937.98	266.39
US Treasury Notes	1.375%	08/31/17	06/30/23	1,033	1.850%	175,000.00	170,378.91	2,381.09	172,760.00	411.94
US Treasury Notes	1.375%	09/01/16	08/31/23	1,095	1.470%	125,000.00	124,208.99	452.18	124,661.17	4.75
US Treasury Notes	1.375%	01/03/17	08/31/23	1,095	2.240%	200,000.00	189,320.31	5,869.65	195,189.96	7.59
US Treasury Notes	2.125%	12/01/17	11/30/24	1,552	2.280%	475,000.00	470,416.99	1,797.65	472,214.64	2,564.81
US Treasury Notes	2.125%	07/01/19	02/15/25	1,629	1.820%	250,000.00	252,412.11	(501.20)	251,910.91	230.98
US Treasury Notes	2.125%	05/03/16	05/15/25	1,718	1.760%	150,000.00	154,558.59	(2,183.86)	152,374.73	944.12
US Treasury Notes	2.875%	07/02/18	05/31/25	1,734	2.830%	250,000.00	250,732.42	(229.53)	250,502.89	1,826.33
US Treasury Notes	2.250%	07/06/16	11/15/25	1,902	1.320%	105,000.00	113,613.28	(3,821.40)	109,791.88	699.76
US Treasury Notes	2.250%	06/27/16	11/15/25	1,902	1.450%	115,000.00	123,036.52	(3,577.26)	119,459.26	766.41
US Treasury Notes	1.625%	06/04/18	05/15/26	2,083	2.930%	250,000.00	227,099.61	6,465.16	233,564.77	1,203.30
US Treasury Notes	1.625%	09/10/18	05/15/26	2,083	2.900%	275,000.00	250,980.47	6,178.41	257,158.88	1,323.62
US Treasury Notes	2.000%	12/04/18	11/15/26	2,267	2.920%	225,000.00	210,445.31	3,185.88	213,631.19	1,332.88
US Treasury Notes	0.500%	06/29/20	06/30/27	2,494	0.490%	500,000.00	500,195.31	(4.81)	500,190.50	427.99
US Treasury Notes	2.250%	06/04/18	08/15/27	2,540	2.950%	250,000.00	236,035.16	3,405.96	239,441.12	259.85
US Treasury Notes	2.250%	08/01/19	08/15/27	2,540	1.950%	250,000.00	255,566.41	(746.11)	254,820.30	259.85
US Treasury Notes	2.250%	05/01/19	11/15/27	2,632	2.440%	250,000.00	246,328.13	574.50	246,902.63	1,666.10
US Treasury Notes	2.750%	01/30/19	02/15/28	2,724	2.710%	250,000.00	250,722.66	(126.72)	250,595.94	317.60
US Treasury Notes	3.125%	05/01/19	02/15/28	2,724	2.470%	150,000.00	158,320.31	(1,165.08)	157,155.23	1,388.42
US Treasury Notes	2.625%	06/03/19	02/15/29	3,090	2.120%	100,000.00	104,406.25	(564.62)	103,841.63	121.26
US Treasury Notes	2.625%	04/01/19	02/15/29	3,090	2.490%	150,000.00	151,769.53	(253.70)	151,515.83	181.90
US Treasury Notes	1.750%	02/03/20	11/15/29	3,363	1.560%	250,000.00	254,355.47	(254.91)	254,100.56	1,295.86
US Treasury Notes	0.625%	06/29/20	05/15/30	3,544	0.650%	250,000.00	249,414.06	10.24	249,424.30	462.81
Intl Bank of Recons and Dev Notes (World Bank)	1.625%	03/14/16	03/09/21	190	1.730%	150,000.00	149,286.00	639.89	149,925.89	1,165.30
Asian Development Bank Note	1.625%	03/16/16	03/16/21	197	1.640%	150,000.00	149,884.50	103.10	149,987.60	1,117.19
Intl Bank of Recons and Dev Notes Global Notes	2.750%	07/18/18	07/23/21	326	2.830%	250,000.00	249,415.00	411.21	249,826.21	725.69
African Development Bank Supranational	1.625%	09/12/19	09/16/22	746	1.680%	160,000.00	159,748.80	80.14	159,828.94	1,191.67
NY Trans Fin Auth, NY Txbi Rev Bonds	1.500%	07/14/16	05/01/21	243	1.500%	100,000.00	100,000.00	0.00	100,000.00	500.00
NY ST Urban Dev Corp Bonds	0.622%	07/17/20	03/15/23	926	0.620%	60,000.00	60,000.00	0.00	60,000.00	39.39
NY ST Dorm Auth Pits Txbi Rev Bonds	3.250%	12/12/18	03/15/23	926	3.250%	180,000.00	180,000.00	0.00	180,000.00	2,697.50
Avondale School Dist, MI Txbi GO Bonds	1.650%	02/04/20	05/01/23	973	1.650%	100,000.00	100,000.00	0.00	100,000.00	852.50
Univ of CO Txbi Rev Bonds	2.569%	10/22/19	06/01/23	1,004	1.950%	75,000.00	76,617.00	(384.59)	76,232.41	481.69
Port Auth of NY/NJ Txbi Rev Bonds	1.086%	07/02/20	07/01/23	1,034	1.090%	55,000.00	55,000.00	0.00	55,000.00	87.94
Long Beach CCD, CA Txbi GO Bonds	1.743%	10/09/19	08/01/23	1,065	1.740%	70,000.00	70,000.00	0.00	70,000.00	101.68
Tamalpais UHSD, CA Txbi GO Bonds	1.971%	09/20/19	08/01/23	1,065	1.970%	75,000.00	75,000.00	0.00	75,000.00	123.19
NYC, NY Txbi GO Bonds	2.080%	09/25/19	08/01/23	1,065	1.940%	175,000.00	175,906.50	(219.52)	175,686.98	303.33
OR ST Dept of Trans Txbi Rev Bonds	1.946%	11/07/19	11/15/23	1,171	1.950%	75,000.00	75,000.00	0.00	75,000.00	429.74
Houston, TX Txbi GO Bonds	1.950%	08/23/19	03/01/24	1,278	1.950%	200,000.00	200,000.00	0.00	200,000.00	1,950.00
New York St Urban Dev Corp SAL Bonds	2.020%	10/24/19	03/15/24	1,292	2.020%	175,000.00	175,000.00	0.00	175,000.00	1,630.03
TX ST Trans Comm Txbi GO Bonds	4.000%	12/11/19	04/01/24	1,309	1.990%	105,000.00	113,659.35	(1,458.82)	112,200.53	1,750.00
WI St Txbi GO Bonds	1.775%	02/11/20	05/01/24	1,339	1.780%	50,000.00	50,000.00	0.00	50,000.00	295.83
WI St Txbi GO Bonds	1.857%	10/02/19	05/01/24	1,339	1.860%	75,000.00	75,000.00	0.00	75,000.00	464.25
CT ST Txbi GO Bonds	3.000%	06/12/20	06/01/24	1,370	0.800%	65,000.00	70,525.65	(261.48)	70,264.17	357.50
Connecticut St A Txbi Municipal Bonds	1.998%	06/11/20	07/01/24	1,400	2.000%	30,000.00	30,000.00	0.00	30,000.00	133.20
Tamalpais UHSD, CA Txbi GO Bonds	2.021%	09/20/19	08/01/24	1,431	2.020%	60,000.00	60,000.00	0.00	60,000.00	101.05
NYC, NY Txbi GO Bonds	1.790%	10/04/19	10/01/24	1,492	1.790%	170,000.00	170,000.00	0.00	170,000.00	1,267.92
NY ST Urban Dev Corp Bonds	1.115%	06/18/20	03/15/25	1,657	1.120%	105,000.00	105,000.00	0.00	105,000.00	214.64

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
August 31, 2020

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 08/31/20
Water Fund L-T Water Capital Reserve (01-121900) Continued...									
FNMA Pool #AJ3174	3.500%	02/17/16	10/01/26	2,222 2.820%	23,021.42	24,460.25	(615.00)	23,845.25	67.15
FNMA Pool #AT3221	3.500%	06/17/16	03/01/27	2,373 2.820%	28,098.51	29,872.23	(696.04)	29,176.19	81.95
FR ZT1267	2.500%	08/21/19	05/25/28	2,824 2.320%	73,591.47	74,614.85	(120.91)	74,493.94	153.32
FNMA Pool #AU1266	3.000%	10/31/17	07/25/28	2,885 2.720%	80,938.26	82,999.65	(548.15)	82,451.50	202.35
Fannie Mae Pool	4.000%	03/18/19	03/25/29	3,128 3.630%	40,747.19	42,001.45	(183.86)	41,817.59	135.82
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	3,410 3.000%	35,578.98	37,669.25	(741.47)	36,927.78	103.77
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	3,622 2.630%	37,024.09	38,649.68	(504.40)	38,145.28	92.56
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	3,714 2.960%	41,085.01	43,749.12	(822.40)	42,926.72	119.83
FR ZS7331	3.000%	02/13/20	12/01/30	3,744 2.600%	115,482.10	119,848.76	(217.28)	119,631.48	288.71
FN FM1082	3.000%	08/19/19	09/25/31	4,042 2.720%	94,956.68	97,701.53	(235.50)	97,466.03	237.39
FG G16635	3.000%	04/18/19	02/15/32	4,185 2.930%	95,680.73	96,439.43	(80.80)	96,358.63	239.20
FN BM5462	3.000%	06/21/19	11/25/32	4,469 2.800%	128,078.29	130,980.05	(258.17)	130,721.88	320.20
Freddie Mac Pool	4.000%	06/07/18	02/15/33	4,551 3.730%	50,628.89	52,155.67	(231.33)	51,924.34	168.76
FN CA1455	4.000%	12/20/18	03/25/33	4,589 3.760%	85,005.79	87,217.27	(264.49)	86,952.78	283.35
FN BM5830	3.500%	06/05/19	04/25/34	4,985 3.180%	121,498.55	126,054.75	(372.02)	125,682.73	354.37
FR FM3701	2.500%	07/27/20	07/01/35	5,417 2.040%	93,689.81	99,179.46	(34.25)	99,145.21	195.19
Fannie Mae Series 2016-M1 ASQ2	2.132%	01/29/16	02/01/21	154 1.920%	10,629.16	10,735.26	(97.23)	10,638.03	18.88
FHLMC Multifamily Structured Pool	2.307%	09/04/19	08/25/22	724 1.780%	75,000.00	76,107.42	(375.08)	75,732.34	144.19
Fannie Mae ACES	2.280%	09/04/19	12/25/22	846 1.860%	56,798.47	57,542.58	(225.95)	57,316.63	107.92
Fannie Mae ACES	2.280%	09/04/19	12/25/22	846 1.860%	56,798.47	57,542.58	(225.95)	57,316.63	107.92
Fannie Mae ACES	2.280%	09/11/19	12/25/22	846 2.080%	105,482.88	106,140.15	(196.84)	105,943.31	200.42
FHMS J22F A1	3.454%	11/07/18	05/25/23	997 3.450%	6,717.60	6,717.42	0.07	6,717.49	19.34
FHMS KP05 A1	3.203%	12/07/18	07/01/23	1,034 3.200%	32,389.61	32,389.52	0.03	32,389.55	86.45
FHLMC Multifamily Structured Pool	2.741%	10/31/17	10/25/23	1,150 2.380%	112,142.80	114,385.43	(1,068.07)	113,317.36	256.15
FHLMC Multifamily Structured Pool	2.951%	12/15/17	02/25/24	1,273 2.600%	181,026.81	184,641.01	(1,593.36)	183,047.65	445.18
Fannie Mae ACES	3.346%	12/13/19	03/25/24	1,302 2.140%	91,756.42	96,215.21	(749.43)	95,465.78	255.85
FHMS KJ27 A1	2.092%	11/20/19	07/25/24	1,424 2.090%	81,804.93	81,802.95	0.33	81,803.28	142.61
FHMS K732 A1	3.627%	06/20/18	09/25/24	1,486 3.270%	91,737.48	93,570.95	(646.63)	92,924.32	277.28
FHMS KJ25 A1	2.149%	09/18/19	11/25/24	1,547 2.150%	55,370.24	55,369.90	0.06	55,369.96	99.16
FHMS K043 A2	3.062%	03/19/20	12/25/24	1,577 1.950%	50,000.00	52,476.56	(231.45)	52,245.11	127.58
FHMS K047 A1	2.827%	06/18/19	12/25/24	1,577 2.490%	147,643.82	150,181.45	(558.53)	149,622.92	347.82
FHMS KJ28 A1	1.766%	02/19/20	02/25/25	1,639 1.770%	95,561.55	95,561.16	0.04	95,561.20	140.63
FHLMC Multifamily Structured Pool	3.139%	04/11/19	06/25/25	1,759 2.780%	146,881.98	149,819.46	(659.49)	149,159.97	384.22
FHMS K736 A1	1.895%	09/04/19	06/25/26	2,124 1.820%	84,732.30	85,155.94	(60.54)	85,095.40	133.81
FHMS K737 A1	2.116%	01/22/20	06/25/26	2,124 2.030%	124,198.86	124,819.11	(57.63)	124,761.48	219.00
FHR 4096 PA	1.375%	02/21/20	08/15/27	2,540 1.490%	156,509.60	155,237.96	88.12	155,326.08	179.33
FNR 2012-145 EA	1.250%	02/07/20	01/25/28	2,703 1.440%	76,770.03	75,681.47	76.35	75,757.82	79.97
FNR 2013-39 MP	1.750%	12/09/19	05/25/28	2,824 1.860%	147,190.74	145,948.83	107.04	146,055.87	214.65
Fannie Mae	2.500%	10/25/19	03/25/33	4,589 2.400%	73,410.97	74,213.90	(50.61)	74,163.29	152.94
Freddie Mac	3.000%	05/03/19	04/15/34	4,975 2.960%	94,937.93	95,405.20	(41.39)	95,363.81	237.34
FHR 3745 NP	4.000%	09/12/19	06/01/39	6,848 3.740%	37,828.67	39,180.75	(65.75)	39,115.00	126.10
FNR 2015-33 P	2.500%	02/14/20	06/25/45	9,064 2.400%	106,175.90	108,199.87	(42.53)	108,157.34	221.20
FNR 2016-79 HA	2.000%	06/05/20	11/25/46	9,582 1.830%	71,835.15	74,461.63	(22.56)	74,439.07	119.73

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
August 31, 2020

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 08/31/20
Water Fund L-T Water Capital Reserve (01-121900) Continued...										
FHLB Global Note	1.125%	07/13/16	07/14/21	317	1.230%	250,000.00	248,767.50	1,019.21	249,786.71	367.19
Federal Farm Credit Banks Notes	0.530%	03/10/20	01/18/22	505	0.610%	370,000.00	369,493.10	126.16	369,619.26	234.23
Fannie Mae Notes	1.875%	04/06/17	04/05/22	582	1.970%	500,000.00	497,755.00	1,528.72	499,283.72	3,802.08
FFCB Notes	0.950%	04/02/20	04/08/22	585	0.950%	340,000.00	340,000.00	0.00	340,000.00	1,283.03
Freddie Mac Notes	0.375%	04/17/20	04/20/23	962	0.460%	355,000.00	354,112.50	108.61	354,221.11	484.43
Freddie Mac Notes	0.375%	05/05/20	05/05/23	977	0.390%	335,000.00	334,859.30	15.06	334,874.36	397.81
Fannie Mae Notes	0.250%	06/01/20	05/22/23	994	0.310%	300,000.00	299,457.00	45.58	299,502.58	206.25
Fannie Mae Notes	0.250%	05/20/20	05/22/23	994	0.350%	365,000.00	363,901.35	102.34	364,003.69	250.94
Freddie Mac Notes	0.500%	06/12/20	06/16/23	1,019	0.500%	375,000.00	375,000.00	0.00	375,000.00	390.63
Freddie Mac Notes	0.250%	06/24/20	06/26/23	1,029	0.350%	340,000.00	339,007.20	60.75	339,067.95	153.47
Fannie Mae Notes	0.250%	07/08/20	07/10/23	1,043	0.320%	390,000.00	389,161.50	40.58	389,202.08	138.13
Fannie Mae Notes	2.500%	02/07/19	02/05/24	1,253	2.580%	195,000.00	194,274.60	227.21	194,501.81	352.08
FHLB Bonds	2.500%	02/14/19	02/13/24	1,261	2.580%	215,000.00	214,238.90	235.34	214,474.24	268.75
Federal Farm Credit Banks Notes	0.875%	04/03/20	04/08/24	1,316	0.880%	345,000.00	345,000.00	0.00	345,000.00	1,199.11
Federal Home Loan Bank Notes	0.500%	04/15/20	04/14/25	1,687	0.600%	260,000.00	258,710.40	97.57	258,807.97	487.50
Fannie Mae Notes	0.625%	04/22/20	04/22/25	1,695	0.670%	320,000.00	319,340.80	46.98	319,387.78	705.56
Fannie Mae Notes	0.500%	06/29/20	06/17/25	1,751	0.470%	500,000.00	500,640.00	(22.24)	500,617.76	500.00
Freddie Mac Notes	0.375%	07/21/20	07/21/25	1,785	0.480%	115,000.00	114,427.30	12.56	114,439.86	45.52
FNMA Notes	2.125%	04/26/16	04/24/26	2,062	2.210%	210,000.00	208,357.80	714.92	209,072.72	1,574.27
FNMA Notes	2.125%	06/04/18	04/24/26	2,062	3.070%	250,000.00	233,645.00	4,650.95	238,295.95	1,874.13
FNMA Benchmark Note	1.875%	12/20/18	09/24/26	2,215	2.970%	500,000.00	462,350.00	8,236.77	470,586.77	4,088.54
Fannie Mae Notes	0.875%	08/05/20	08/05/30	3,626	0.930%	100,000.00	99,485.00	3.67	99,488.67	63.19
		Weighted Avg Maturity	1,728		1.694%	\$ 19,805,002.27	\$ 19,759,364.42	25,724.18	\$ 19,785,088.60	\$ 67,834.56
Capital Reserve (01-122000)										
IIIT - Money Market (PFM Asset Management)										
	0.180%	08/31/20	09/01/20	1	0.180%	986,010.66	986,010.66	0.00	986,010.66	-
US Treasury Notes	1.625%	07/01/19	06/30/21	303	1.770%	600,000.00	598,335.94	974.70	599,310.64	1,669.16
US Treasury Notes	1.750%	12/02/19	07/31/21	334	1.690%	1,380,000.00	1,381,293.75	(581.65)	1,380,712.10	2,100.00
US Treasury Notes	1.125%	08/02/19	08/31/21	365	1.720%	500,000.00	493,925.78	3,153.46	497,079.24	15.54
US Treasury Notes	1.125%	09/05/18	09/30/21	395	2.720%	535,000.00	510,005.47	16,201.81	526,207.28	2,532.48
US Treasury Notes	1.500%	10/31/19	10/31/21	426	1.580%	1,400,000.00	1,397,812.50	915.70	1,398,728.20	7,076.09
US Treasury Notes	1.500%	12/02/19	10/31/21	426	1.660%	2,500,000.00	2,492,480.47	2,934.45	2,495,414.92	12,635.87
US Treasury Notes	2.500%	01/29/19	01/15/22	502	2.550%	110,000.00	109,858.20	76.02	109,934.22	358.70
US Treasury Notes	1.500%	01/07/19	01/31/22	518	2.490%	2,500,000.00	2,427,343.75	39,027.53	2,466,371.28	3,260.87
US Treasury Notes	1.750%	03/07/19	02/28/22	546	2.460%	2,250,000.00	2,204,296.88	22,809.55	2,227,106.43	108.77
US Treasury Notes	1.125%	03/02/20	02/28/22	546	0.810%	3,200,000.00	3,220,125.00	(5,017.39)	3,215,107.61	99.45
US Treasury Notes	2.250%	05/28/19	04/15/22	592	2.090%	820,000.00	823,683.59	(1,616.16)	822,067.43	7,006.97
US Treasury Notes	1.875%	05/01/19	04/30/22	607	2.230%	1,700,000.00	1,682,535.16	7,790.53	1,690,325.69	10,740.49
US Treasury Notes	1.875%	05/09/19	05/31/22	638	2.220%	865,000.00	856,282.42	3,746.14	860,028.56	4,121.16
US Treasury Notes	1.875%	06/03/19	05/31/22	638	1.850%	2,500,000.00	2,501,757.81	(731.48)	2,501,026.33	11,910.86
US Treasury Notes	0.125%	06/29/20	06/30/22	668	0.160%	2,500,000.00	2,498,046.88	168.56	2,498,215.44	534.99
US Treasury Notes	1.875%	06/03/19	05/31/22	638	1.810%	500,000.00	499,101.56	328.45	499,430.01	1,141.30
US Treasury Notes	1.625%	09/03/19	08/31/22	730	1.370%	3,145,000.00	3,168,218.94	(7,704.18)	3,160,514.76	141.18
US Treasury Notes	0.250%	06/29/20	06/15/23	1,018	0.180%	2,500,000.00	2,504,980.47	(290.53)	2,504,689.94	1,331.97
US Treasury Notes	1.250%	06/29/20	07/31/23	1,064	0.170%	1,000,000.00	1,033,125.00	(1,853.35)	1,031,271.65	1,086.96
Intl Bank of Recons and Dev Notes Global Notes	2.750%	07/18/18	07/23/21	326	2.830%	420,000.00	419,017.20	690.83	419,708.03	1,219.17
African Development Bank Supranational	1.625%	09/12/19	09/16/22	746	1.680%	455,000.00	454,285.65	227.89	454,513.54	3,388.80
Inter-American Devel Bk Corp Notes	0.500%	04/17/20	05/24/23	996	0.510%	495,000.00	494,831.70	19.45	494,851.15	666.88
NY ST Dorm Auth Txbi Rev Bonds	3.100%	12/12/18	03/15/21	196	3.100%	355,000.00	355,000.00	0.00	355,000.00	5,074.53
NYC, NY Txbi GO Bonds	1.680%	10/04/19	10/01/21	396	1.680%	185,000.00	185,000.00	0.00	185,000.00	1,295.00
Connecticut St A Txbi Municipal Bonds	2.500%	06/11/20	07/01/22	669	1.660%	35,000.00	35,588.70	(64.36)	35,524.34	194.44
Tamalpais UHSD, CA Txbi GO Bonds	1.925%	09/20/19	08/01/22	700	1.930%	370,000.00	370,000.00	0.00	370,000.00	593.54
NYC, NY Txbi GO Bonds	1.690%	10/04/19	10/01/22	761	1.690%	180,000.00	180,000.00	0.00	180,000.00	1,267.50
NY ST Urban Dev Corp Bonds	0.622%	07/17/20	03/15/23	926	0.620%	175,000.00	175,000.00	0.00	175,000.00	114.90
WI St Txbi GO Bonds	1.749%	02/13/20	05/01/23	973	1.750%	110,000.00	110,000.00	0.00	110,000.00	641.30
Avondale School Dist, MI Txbi GO Bonds	1.650%	02/04/20	05/01/23	973	1.650%	245,000.00	245,000.00	0.00	245,000.00	2,088.63
Univ of CO Txbi Rev Bonds	2.569%	10/22/19	06/01/23	1,004	1.950%	190,000.00	194,096.40	(974.30)	193,122.10	1,220.28
Port Auth of NY/NJ Txbi Rev Bonds	1.086%	07/02/20	07/01/23	1,034	1.090%	165,000.00	165,000.00	0.00	165,000.00	263.81
AZ Tran Board Txbi Rev Bonds	1.795%	02/12/20	07/01/23	1,034	1.800%	945,000.00	945,000.00	0.00	945,000.00	2,827.13
NYC, NY Txbi GO Bonds	2.080%	09/25/19	08/01/23	1,065	1.940%	465,000.00	467,408.70	(583.30)	466,825.40	806.00
CT ST Txbi GO Bonds	3.000%	06/12/20	06/01/24	1,370	0.800%	165,000.00	179,026.65	(663.75)	178,362.90	907.50

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
August 31, 2020

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 08/31/20
Capital Reserve (01-122000) Continued...									
FN AB8565	2.000%	04/09/18	03/25/23	936 2.260%	92,552.41	91,453.33	538.78	91,992.11	154.25
Fannie Mae Pool	3.500%	04/17/18	06/25/26	2,124 3.250%	256,108.01	260,749.97	(1,358.01)	259,391.96	746.98
Fannie Mae Pool	3.500%	04/17/18	08/25/26	2,185 3.250%	239,668.32	244,012.32	(1,245.24)	242,767.08	699.03
FN MA2801	2.500%	12/17/19	11/25/26	2,277 2.340%	181,818.35	183,636.54	(187.54)	183,449.00	378.79
FN AL2092	3.000%	03/06/18	07/25/27	2,519 2.698%	231,037.00	231,325.79	(76.64)	231,249.15	577.59
Fannie Mae Pool	3.500%	04/05/18	02/25/28	2,734 3.230%	346,096.44	353,991.76	(1,935.88)	352,055.88	1,009.45
Fannie Mae Pool	3.500%	04/05/18	03/25/28	2,763 3.230%	190,971.82	195,328.37	(1,059.64)	194,268.73	557.00
Fannie Mae Pool	3.500%	04/05/18	04/25/28	2,794 3.240%	235,173.53	240,317.95	(1,240.64)	239,077.31	685.92
FR ZT1267	2.500%	08/21/19	05/25/28	2,824 2.320%	193,177.61	195,863.99	(317.39)	195,546.60	402.45
FN CA1940	4.000%	07/11/18	06/01/28	2,831 3.640%	235,929.39	242,933.55	(1,516.40)	241,417.15	786.43
Fannie Mae Pool	4.000%	03/18/19	03/25/29	3,128 3.630%	113,510.03	117,004.02	(512.18)	116,491.84	378.37
FHMS KJ23 A1	3.174%	12/07/18	03/01/22	547 3.170%	69,569.47	69,568.93	0.29	69,569.22	184.01
FHLMC Multifamily Structured Pool	2.396%	04/02/19	06/25/22	663 2.470%	350,000.00	349,207.03	355.33	349,562.36	698.84
FHLMC Multifamily Structured Pool	2.396%	04/02/19	06/25/22	663 2.470%	350,000.00	349,207.03	355.33	349,562.36	698.84
FHLMC Multifamily Structured Pool	2.716%	04/02/19	06/25/22	663 2.630%	500,000.00	501,250.00	(558.33)	500,691.67	1,131.67
FHLMC Multifamily Structured Pool	2.355%	08/14/19	07/25/22	693 1.920%	320,000.00	323,900.00	(1,411.75)	322,488.25	628.00
FHLMC Multifamily Structured Pool	2.307%	09/04/19	08/25/22	724 1.780%	225,000.00	228,322.27	(1,125.23)	227,197.04	432.56
FHLMC Multifamily Structured Pool	2.682%	06/13/19	10/25/22	785 2.210%	450,000.00	456,750.00	(2,478.56)	454,271.44	1,005.75
FHLMC Multifamily Structured Pool	2.510%	06/12/19	11/25/22	816 2.240%	450,000.00	453,937.50	(1,411.50)	452,526.00	941.25
Fannie Mae ACES	2.280%	09/11/19	12/25/22	846 2.080%	294,811.08	296,648.04	(550.15)	296,097.89	560.14
FHLMC Series K032 A1	3.016%	06/13/18	02/01/23	884 2.960%	97,245.71	97,477.42	(110.57)	97,366.85	244.41
FHLMC Multifamily Structured Pool	2.669%	06/13/18	02/25/23	908 2.790%	110,595.62	110,029.67	270.07	110,299.74	245.98
FHMS J22F A1	3.454%	11/07/18	05/25/23	997 3.450%	19,406.34	19,405.81	0.21	19,406.02	55.86
Fannie Mae ACES	3.346%	12/13/19	03/25/24	1,302 2.140%	246,293.57	258,261.90	(2,011.62)	256,250.28	686.75
FHMS KJ27 A1	2.092%	11/20/19	07/25/24	1,424 2.090%	211,949.13	211,944.04	0.85	211,944.89	369.50
FHMS K047 A1	2.827%	06/18/19	12/25/24	1,577 2.490%	394,861.43	401,648.13	(1,493.76)	400,154.37	930.23
FHR 4096 PA	1.375%	02/21/20	08/15/27	2,540 1.490%	406,687.83	403,383.50	228.98	403,612.48	466.00
FNR 2012-107 GA	1.500%	12/03/19	09/25/27	2,581 1.690%	212,599.16	209,659.32	280.88	209,940.20	265.75
FNR 2013-39 MP	1.750%	12/09/19	05/25/28	2,824 1.860%	395,150.50	391,816.41	287.37	392,103.78	576.26
FHR 3745 NP	4.000%	09/12/19	06/15/39	6,862 3.740%	116,924.97	121,104.13	(203.24)	120,900.89	389.75
FNR 2015-33 P	2.500%	02/14/20	06/25/45	9,064 2.400%	278,711.75	284,024.69	(111.63)	283,913.06	580.65
FHLB Notes	1.375%	09/08/17	09/28/20	28 1.480%	300,000.00	299,037.00	939.70	299,976.70	1,753.13
Federal Farm Credit Banks Notes	0.530%	03/10/20	01/18/22	505 0.610%	965,000.00	963,677.95	329.03	964,006.98	610.90
FFCB Notes	0.950%	04/02/20	04/08/22	585 0.950%	965,000.00	965,000.00	0.00	965,000.00	3,641.53
Freddie Mac Notes	0.125%	07/21/20	07/25/22	693 0.240%	920,000.00	917,920.80	113.62	918,034.42	121.39
Freddie Mac Notes	0.375%	04/17/20	04/20/23	962 0.460%	955,000.00	952,612.50	292.17	952,904.67	1,303.18
Freddie Mac Notes	0.375%	05/05/20	05/05/23	977 0.390%	910,000.00	909,617.80	40.91	909,658.71	1,080.63
Fannie Mae Notes	0.250%	05/20/20	05/22/23	994 0.350%	970,000.00	967,080.30	271.97	967,352.27	666.88
Fannie Mae Notes	0.250%	06/01/20	05/22/23	994 0.310%	2,000,000.00	1,996,260.00	313.97	1,996,573.97	1,375.00
Freddie Mac Notes	0.500%	06/12/20	06/16/23	1,019 0.500%	970,000.00	970,000.00	0.00	970,000.00	1,010.42
Freddie Mac Notes	0.250%	06/24/20	06/26/23	1,029 0.350%	875,000.00	872,445.00	156.33	872,601.33	394.97
Freddie Mac Notes	0.250%	06/29/20	06/26/23	1,029 0.300%	2,500,000.00	2,496,275.00	215.10	2,496,490.10	1,128.47
Fannie Mae Notes	0.250%	07/08/20	07/10/23	1,043 0.320%	1,130,000.00	1,127,570.50	117.59	1,127,688.09	400.21
Freddie Mac Notes	0.250%	08/19/20	08/24/23	1,088 0.280%	1,070,000.00	1,068,908.60	10.93	1,068,919.53	74.30
Weighted Avg Maturity			875	1.350%	\$ 58,791,860.13	\$ 58,764,044.09	63,188.13	\$ 58,827,232.22	\$ 121,471.69
TOTAL ALL FUNDS				1.506%	\$ 158,043,116.86	\$ 158,205,580.88	91,237.14	\$ 158,296,818.02	\$ 388,918.13
Less: Net Unsettled Trades								\$ 158,296,818.02	
August 31, 2020			90 DAY US TREASURY YIELD	0.11%					
			3 month US Treasury Bill Index	0.10%					
			0-3 Year US Treasury Index	0.14%					
			1-3 Year US Treasury Index	0.15%					
			1-5 Year US Treasury Index	0.17%					
			1-10 Year US Treasury Index	0.26%					

DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS
TREASURER'S REPORT
STATEMENT OF CASH FLOWS
For the Period from May 1, 2020 to August 31, 2020

CASH FLOWS FROM OPERATING ACTIVITIES

Cash received from customers	\$ 45,010,083
Cash payments to suppliers	(40,962,290)
Cash payments to employees	(1,209,892)
Net cash from operating activities	2,837,901

CASH FLOWS FROM NONCAPITAL
FINANCING ACTIVITIES

Cash received from sales taxes	5,983
Cash received/paid from long term loans	426,861
Cash payments for net pension activity	0
Net cash from noncapital financing activities	432,844

CASH FLOWS FROM CAPITAL AND
RELATED FINANCING ACTIVITIES

Interest paid	0
Principal Paid	0
Construction and purchase of capital assets	(1,483,156)
Net cash from capital and related financing activities	(1,483,156)

CASH FLOWS FROM INVESTING ACTIVITIES

Investment income	1,433,628
Net cash from investing activities	1,433,628

Net Increase (Decrease) in cash and investments 3,221,217

CASH AND INVESTMENTS, MAY 1, 2020 183,700,121

CASH AND INVESTMENTS, AUGUST 31, 2020 \$ 186,921,338

August 31, 2020
 TREASURER'S REPORT
 DPWC MONTHLY CASH/OPERATING REPORT

	8/31/2020		
	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>	\$ 70,529,317 180	\$ 71,516,962 183	\$ 987,645
B. Capital Reserve	\$ 58,255,000	\$ 58,648,206	\$ 393,206
C. Long Term Water Capital Reserve	\$ 18,325,000	\$ 19,785,089	\$ 1,460,089
D. O+M Account (1)	\$ 14,410,332	\$ 31,322,603	\$ 16,912,271
E. Current Construction Obligation and Customer Construction Escrows	\$ 179,026	\$ 179,026	\$ -
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$ 161,698,676	\$ 181,451,886	\$ 19,753,211

TABLE 2		
OTHER CASH		
F. General Fund		\$ 5,469,161
G. Sales Tax		\$ 291
TOTAL TABLE 2-OTHER CASH		\$ 5,469,452
TOTAL MONTH END FUNDS CASH BALANCE-Table1+2		\$ 186,921,338

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.



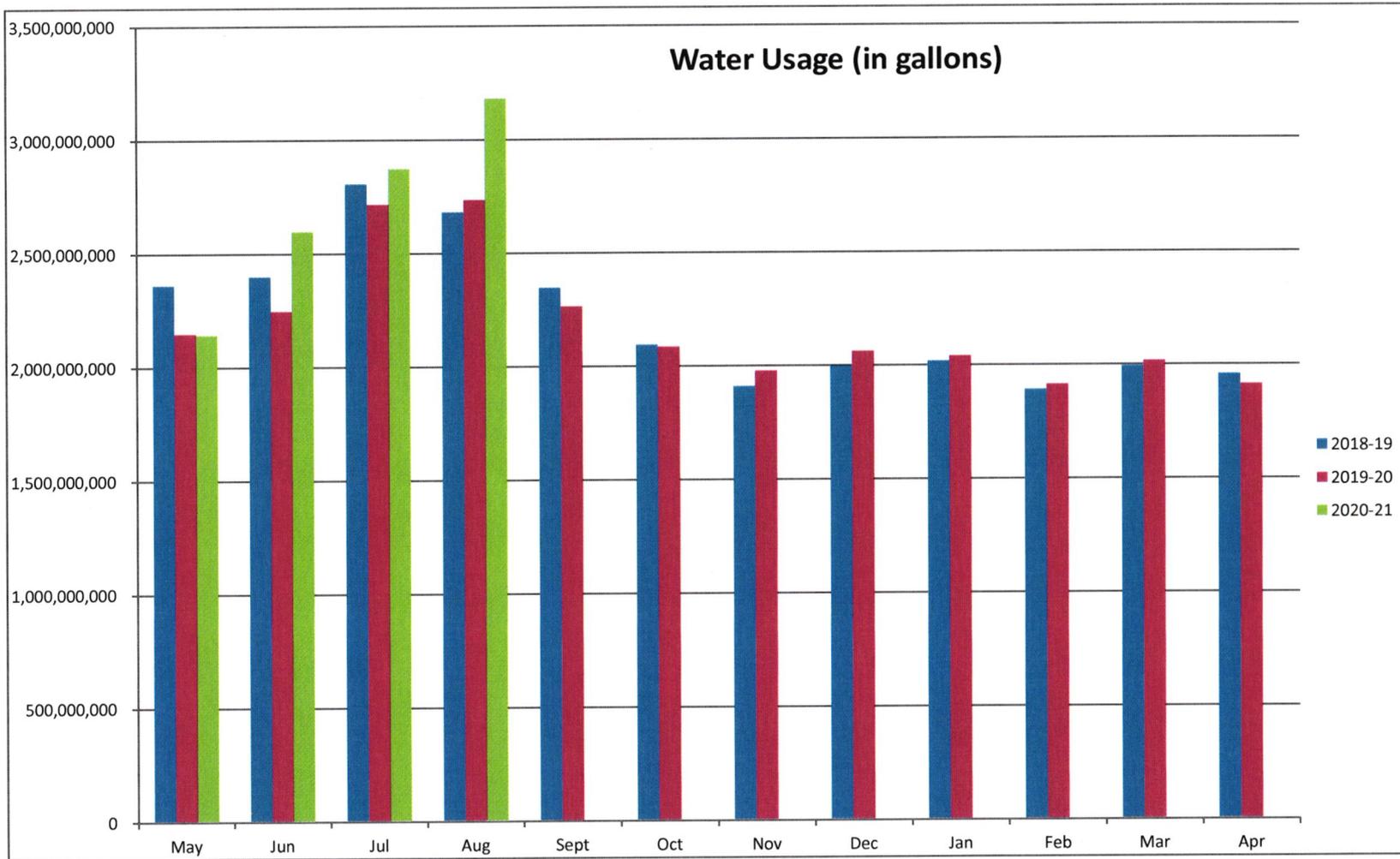
DuPage Water Commission

MEMORANDUM

TO: John Spatz, General Manager
FROM: Cheryl Peterson, Financial Administrator
DATE: September 8, 2020
SUBJECT: Financial Report – August 31, 2020

- Water sales to Commission customers for August 2020 were 428.8 million gallons (16.2%) above August 2019 and increased by 296.0 million gallons compared to July 2020. Year-to-date water sales were up by 920.8 million gallons or 9.6% compared to the prior fiscal year.
- Water sales to Commission customers for August were 540.2 million gallons (21.3%) higher than the budgeted anticipated/forecasted sales for the month. Year-to-date water sales were 675.8 million gallons (6.9%) above the budgeted anticipated/forecasted sales.
- For the month of August, water billings to customers for O&M costs were \$15.3 million and water purchases from the City of Chicago was \$12.9 million. Water billing receivables at August month end (\$17.7 million) were up compared to the prior month (\$15.4 million) primarily due to higher water sales and timing of receivables.
- For the four months ended August 31, 2020, \$54.4 million of the \$129.5 million revenue budget has been realized. Therefore, 42% of the revenue budget has been accounted for year to date. For the same period, \$50.2 million of the \$131.0 million expenditure budget has been realized, and this accounts for 38% of the expenditure budget.
- Adjusted for seasonality based on a monthly trend, year to date revenues are 107% percent of the current budget and expenses are 101% of the current budget.
- The Operating Reserve, Capital Reserve and Long-Term Water Capital Accounts have reached their respective 2020/2021 fiscal year end minimum targeted levels.
- The O&M and General Account have balances of \$31.3 million and \$5.5 million, respectively.

cc: Chairman and Commissioners



DuPage Water Commission

Summary of Specific Account Target and Summary of Net Assets
August 31, 2020

Revenue Bond Ordinance Accounts and Commission Policy Reserves	Account / Reserve Assets Balance (1)	Offsetting Liabilities	Year-End Specific Account Target	Status
Operations and Maintenance Account	\$ 31,322,603.23	\$ 14,410,332.08		Positive Net Assets
General Account	\$ 5,469,161.46	\$ -		Positive Net Assets
Sales Tax Subaccount	\$ 290.89	\$ -		Positive Net Assets
Operating Reserve	\$ 71,716,573.96		\$ 70,529,317.00	Target Met
Capital Reserve	\$ 58,948,703.91		\$ 58,434,026.43	Target Met
L-T Water Capital Reserve	\$ 19,852,923.16		\$ 18,325,000.00	Target Met
	\$ 187,310,256.61	\$ 14,410,332.08	\$ 147,288,343.43	\$ 25,611,581.10
<u>Total Net Assets - All Commission Accounts</u>				
Unrestricted		\$ 213,271,721.82		
Invested in Capital Assets, net		\$ 337,728,110.16		
Total		\$ 550,999,831.98		

(1) Includes Interest Receivable



	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
Fund: 01 - WATER FUND			
Assets			
Level1: 10 - CURRENT ASSETS			
110 - CASH	28,624,520.46	19,906,451.07	8,718,069.39
120 - INVESTMENTS	158,296,818.02	154,373,220.12	3,923,597.90
131 - WATER SALES	17,696,322.41	16,013,790.42	1,682,531.99
132 - INTEREST RECEIVABLE	388,918.13	510,704.07	-121,785.94
134 - OTHER RECEIVABLE	4,201,384.25	-389,746.50	4,591,130.75
135 - LOAN RECEIVABLE - CURRENT	558,727.97	959,248.87	-400,520.90
150 - INVENTORY	177,768.00	177,768.00	0.00
155 - PREPAIDS	324,664.51	303,107.30	21,557.21
Total Level1 10 - CURRENT ASSETS:	210,269,123.75	191,854,543.35	18,414,580.40
Level1: 17 - NONCURRENT ASSETS			
170 - FIXED ASSETS	529,574,344.84	514,038,659.86	15,535,684.98
175 - LESS: ACCUMULATED DEPRECIATION	-195,882,456.01	-187,054,747.80	-8,827,708.21
180 - CONSTRUCTION IN PROGRESS	4,036,221.33	1,956,548.88	2,079,672.45
190 - LONG-TERM ASSETS	29,169,191.06	29,032,841.68	136,349.38
Total Level1 17 - NONCURRENT ASSETS:	366,897,301.22	357,973,302.62	8,923,998.60
Total Assets:	577,166,424.97	549,827,845.97	27,338,579.00
Liability			
Level1: 21 - CURRENT LIABILITIES			
210 - ACCOUNTS PAYABLE	13,329,865.31	11,335,602.82	-1,994,262.49
211 - OTHER CURRENT LIABILITIES	561,706.05	1,609,620.25	1,047,914.20
225 - ACCRUED PAYROLL LIABILITIES	170,916.73	148,089.04	-22,827.69
226 - ACCRUED VACATION	347,843.99	292,168.04	-55,675.95
250 - CONTRACT RETENTION	179,026.43	887,868.24	708,841.81
270 - DEFERRED REVENUE	9,941,943.48	12,653,363.64	2,711,420.16
Total Level1 21 - CURRENT LIABILITIES:	24,531,301.99	26,926,712.03	2,395,410.04
Level1: 25 - NONCURRENT LIABILITIES			
297 - POST EMPLOYMENT BENEFITS LIABILITIES	1,635,291.00	1,209,210.00	-426,081.00
Total Level1 25 - NONCURRENT LIABILITIES:	1,635,291.00	1,209,210.00	-426,081.00
Total Liability:	26,166,592.99	28,135,922.03	1,969,329.04
Equity			
Level1: 30 - EQUITY			
300 - EQUITY	546,754,530.09	517,600,834.45	29,153,695.64
Total Level1 30 - EQUITY:	546,754,530.09	517,600,834.45	29,153,695.64
Total Beginning Equity:	546,754,530.09	517,600,834.45	29,153,695.64
Total Revenue	54,410,215.33	49,487,873.41	4,922,341.92
Total Expense	50,164,913.44	45,396,783.92	-4,768,129.52
Revenues Over/(Under) Expenses	4,245,301.89	4,091,089.49	154,212.40
Total Equity and Current Surplus (Deficit):	550,999,831.98	521,691,923.94	29,307,908.04
Total Liabilities, Equity and Current Surplus (Deficit):	577,166,424.97	549,827,845.97	27,338,579.00



Monthly & YTD Budget Report

		August 2020-2021 Budget	August 2020-2021 Activity	2020-2021 Seasonal YTD Bud	2020-2021 YTD Activity	Seasonal Percent Used	2020-2021 Total Budget	Total Percent Used
01 - WATER FUND								
Revenue								
510 - WATER SERVICE								
% of Year Completed: 33%								
01-511100	O&M PAYMENTS- GOVERNMENTAL	(12,312,582.02)	(14,942,454.10)	(47,501,868.08)	(50,766,571.94)	107 %	(122,269,930.77)	42 %
01-511200	O&M PAYMENTS- PRIVATE	(302,768.41)	(357,800.24)	(1,168,078.70)	(1,235,045.00)	106 %	(3,006,637.64)	41 %
01-513100	SUBSEQUENT CUSTOMER - GO	(189,606.24)	(189,606.24)	(758,424.96)	(758,424.96)	100 %	(2,275,274.88)	33 %
01-513200	SUBSEQUENT CUSTOMER - PRIVAT	(42,455.44)	(42,455.44)	(169,821.76)	(169,821.76)	100 %	(509,465.28)	33 %
01-514100	EMERGENCY WATER SERVICE- GOV	(1,100.00)	0.00	(4,400.00)	(27,260.45)	620 %	(20,725.00)	132 %
510 - WATER SERVICE Totals:		(12,848,512.11)	(15,532,316.02)	(49,602,593.50)	(52,957,124.11)	107 %	(128,082,033.57)	41 %
520 - TAXES								
% of Year Completed: 33%								
01-530010	SALES TAXES - WATER REVENUE	0.00	(1,690.74)	0.00	(5,982.78)	0 %	0.00	0 %
520 - TAXES Totals:		0.00	(1,690.74)	0.00	(5,982.78)	0 %	0.00	0 %
540 - OTHER INCOME								
% of Year Completed: 33%								
01-581000	INVESTMENT INCOME	(58,310.00)	(255,370.08)	(233,240.00)	(1,198,196.73)	514 %	(700,000.00)	171 %
01-582000	INTEREST INCOME	(63,058.10)	(47,869.35)	(252,232.40)	(243,976.33)	97 %	(757,000.00)	32 %
01-590000	OTHER INCOME	0.00	(1,408.78)	0.00	(4,935.38)	0 %	0.00	0 %
540 - OTHER INCOME Totals:		(121,368.10)	(304,648.21)	(485,472.40)	(1,447,108.44)	298 %	(1,457,000.00)	99 %
Revenue Totals:		(12,969,880.21)	(15,838,654.97)	(50,088,065.90)	(54,410,215.33)	109 %	(129,539,033.57)	42 %

Expense		August 2020-2021 Budget	August 2020-2021 Activity	2020-2021 Seasonal YTD Bud	2020-2021 YTD Activity	Seasonal Percent Used	2020-2021 Total Budget	Total Percent Used
		% of Year Completed: 33%						
610 - PERSONNEL SERVICES								
01-60-611100	ADMIN SALARIES	129,927.60	126,292.07	545,526.08	496,416.21	91 %	1,698,400.00	29 %
01-60-611200	OPERATIONS SALARIES	169,303.00	143,109.95	644,172.50	603,007.16	94 %	1,955,000.00	31 %
01-60-611300	SUMMER INTERNS	7,000.00	0.00	33,000.00	0.00	0 %	40,000.00	0 %
01-60-611600	ADMIN OVERTIME	616.67	205.81	2,466.64	428.77	17 %	7,400.00	6 %
01-60-611700	OPERATIONS OVERTIME	15,075.00	22,556.00	67,547.20	89,766.73	133 %	215,050.00	42 %
01-60-612100	PENSION	39,509.12	16,659.00	158,036.48	75,212.34	48 %	474,109.50	16 %
01-60-612200	MEDICAL/LIFE BENEFITS	55,581.76	37,073.13	222,327.04	160,559.95	72 %	855,104.00	19 %
01-60-612300	FEDERAL PAYROLL TAXES	24,963.54	20,386.13	99,854.16	86,393.14	87 %	299,562.53	29 %
01-60-612800	STATE UNEMPLOYMENT	1,148.33	46.51	4,593.32	46.51	1 %	13,780.00	0 %
01-60-613100	TRAVEL	900.00	875.00	3,600.00	2,909.24	81 %	10,800.00	27 %
01-60-613200	TRAINING	4,587.50	3,482.00	18,350.00	9,581.43	52 %	55,050.00	17 %
01-60-613301	CONFERENCES	4,033.33	100.00	16,133.32	100.00	1 %	48,400.00	0 %
01-60-613302	TUITION REIMBURSEMENT	2,083.33	0.00	8,333.32	2,424.00	29 %	25,000.00	10 %
01-60-619100	OTHER PERSONNEL COSTS	2,191.66	506.88	8,766.64	886.65	10 %	26,300.00	3 %
610 - PERSONNEL SERVICES Totals:		456,920.84	371,292.48	1,832,706.70	1,527,732.13	83 %	5,723,956.03	27 %
620 - CONTRACT SERVICES								
		% of Year Completed: 33%						
01-60-621000	WATER CONSERVATION PROGRAM	8,416.66	0.00	33,666.64	0.00	0 %	101,000.00	0 %
01-60-623300	TRUST SERVICES & BANK CHARGE	10,100.00	10,187.83	40,400.00	37,518.69	93 %	121,200.00	31 %
01-60-625100	LEGAL SERVICES- GENERAL	7,500.00	2,820.00	30,000.00	8,205.85	27 %	90,000.00	9 %
01-60-625300	LEGAL SERVICES- SPECIAL	4,166.67	0.00	16,666.64	160.60	1 %	50,000.00	0 %
01-60-625800	LEGAL NOTICES	3,125.00	0.00	12,500.00	0.00	0 %	37,500.00	0 %
01-60-626000	AUDIT SERVICES	4,000.00	4,800.00	31,000.00	29,900.00	96 %	31,000.00	96 %
01-60-628000	CONSULTING SERVICES	20,058.33	5,616.82	80,233.32	24,808.32	31 %	240,700.00	10 %
01-60-629000	CONTRACTUAL SERVICES	69,101.66	36,039.34	276,406.64	122,819.02	44 %	829,220.00	15 %
620 - CONTRACT SERVICES Totals:		126,468.32	59,463.99	520,873.24	223,412.48	43 %	1,500,620.00	15 %
640 - INSURANCE								
		% of Year Completed: 33%						
01-60-641100	GENERAL LIABILITY INSURANCE	4,666.66	3,300.53	18,666.64	13,202.14	71 %	56,000.00	24 %
01-60-641200	PUBLIC OFFICIAL LIABILITY	1,941.66	1,588.16	7,766.64	6,352.66	82 %	23,300.00	27 %
01-60-641500	WORKER'S COMPENSATION	9,583.33	8,176.00	38,333.32	32,704.00	85 %	115,000.00	28 %
01-60-641600	EXCESS LIABILITY COVERAGE	2,916.67	2,259.76	11,666.64	9,039.02	77 %	35,000.00	26 %
01-60-642100	PROPERTY INSURANCE	32,166.66	28,651.63	128,666.64	114,606.50	89 %	386,000.00	30 %
01-60-642200	AUTOMOBILE INSURANCE	1,666.66	1,240.74	6,666.64	4,962.98	74 %	20,000.00	25 %
01-60-649100	SELF INSURANCE PROPERTY	4,166.66	0.00	16,666.64	37,748.01	226 %	50,000.00	75 %
640 - INSURANCE Totals:		57,108.30	45,216.82	228,433.16	218,615.31	96 %	685,300.00	32 %

		August 2020-2021 Budget	August 2020-2021 Activity	2020-2021 Seasonal YTD Bud	2020-2021 YTD Activity	Seasonal Percent Used	2020-2021 Total Budget	Total Percent Used
650 - OPERATIONAL SUPPORT SRVS								
								% of Year Completed: 33%
01-60-651200	GENERATOR DIESEL FUEL	9,375.00	0.00	37,500.00	0.00	0 %	112,500.00	0 %
01-60-651300	NATURAL GAS	2,748.90	398.68	10,995.60	1,762.29	16 %	33,000.00	5 %
01-60-651401	TELEPHONE	6,723.33	3,798.38	26,893.32	16,036.30	60 %	80,680.00	20 %
01-60-651402	CELL PHONE & CORR. TELEMTRY	0.00	0.00	0.00	1,815.73	0 %	0.00	0 %
01-60-651403	RADIOS	1,299.48	0.00	5,197.92	13,572.00	261 %	15,600.00	87 %
01-60-651404	REPAIRS & EQUIPMENT	250.00	0.00	1,000.00	0.00	0 %	3,000.00	0 %
01-60-652100	OFFICE SUPPLIES	2,435.00	1,091.98	9,740.00	5,096.37	52 %	29,220.00	17 %
01-60-652200	BOOKS & PUBLICATIONS	1,051.75	0.00	4,207.00	1,068.00	25 %	12,621.00	8 %
01-60-653100	PRINTING- GENERAL	470.83	0.00	1,883.32	425.37	23 %	5,650.00	8 %
01-60-653200	POSTAGE & DELIVERY	550.00	730.10	2,200.00	3,552.38	161 %	6,600.00	54 %
01-60-654000	PROFESSIONAL DUES	2,050.41	5,559.00	8,201.64	5,909.00	72 %	24,605.00	24 %
01-60-655000	REPAIRS & MAINT- OFFICE EQUI	1,134.54	2,659.13	4,538.16	4,238.63	93 %	13,620.00	31 %
01-60-656000	REPAIRS & MAINT- BLDGS & GRN	18,750.00	22,493.61	75,000.00	50,343.69	67 %	225,000.00	22 %
01-60-658000	COMPUTER SOFTWARE	3,765.16	0.00	15,060.64	0.00	0 %	45,200.00	0 %
01-60-659000	COMPUTER/SOFTWARE MAINTENA	10,500.00	10,261.31	42,000.00	14,563.40	35 %	126,000.00	12 %
01-60-659100	OTHER ADMINISTRATIVE EXPENSE	924.63	101.53	3,698.52	119.50	3 %	11,100.00	1 %
650 - OPERATIONAL SUPPORT SRVS Totals:		62,029.03	47,093.72	248,116.12	118,502.66	48 %	744,396.00	16 %
660 - WATER OPERATION								
								% of Year Completed: 33%
01-60-661101	WATER BILLING	10,676,560.34	12,949,520.72	41,190,106.19	43,731,418.15	106 %	106,023,439.42	41 %
01-60-661102	ELECTRICITY	130,910.00	83,332.12	505,050.00	318,107.65	63 %	1,300,000.00	24 %
01-60-661103	OPERATIONS & MAINTENANCE	60,000.00	44,408.17	240,000.00	149,629.53	62 %	720,000.00	21 %
01-60-661104	MAJOR MAINTENANCE	12,500.00	0.00	50,000.00	0.00	0 %	150,000.00	0 %
01-60-661201	PUMP STATION	191,330.00	150,124.94	738,150.00	555,229.52	75 %	1,900,000.00	29 %
01-60-661202	METER STATION, ROV, TANK SITE	15,205.70	5,521.94	58,663.50	26,331.90	45 %	151,000.00	17 %
01-60-661300	WATER CHEMICALS	4,100.00	0.00	16,400.00	0.00	0 %	49,200.00	0 %
01-60-661400	WATER TESTING	3,416.66	2,094.92	13,666.64	8,372.91	61 %	41,000.00	20 %
01-60-662100	PUMPING SERVICES	15,650.00	3,949.00	62,600.00	5,583.60	9 %	187,800.00	3 %
01-60-662300	METER TESTING & REPAIRS	2,791.66	3,605.55	11,166.64	4,057.43	36 %	33,500.00	12 %
01-60-662400	SCADA / INSTRUMENTATION	5,158.33	3,933.22	20,633.32	14,841.42	72 %	61,900.00	24 %
01-60-662500	EQUIPMENT RENTAL	975.00	0.00	3,900.00	0.00	0 %	11,700.00	0 %
01-60-662600	UNIFORMS	1,416.66	10.00	5,666.64	790.90	14 %	17,000.00	5 %
01-60-662700	SAFETY	8,668.33	1,381.40	34,673.32	13,845.06	40 %	104,020.00	13 %
01-60-663100	PIPELINE REPAIRS	64,583.33	1,651.10	258,333.32	17,543.28	7 %	775,000.00	2 %
01-60-663200	COR TESTING & MITIGATION	625.00	2,166.23	2,500.00	4,352.48	174 %	7,500.00	58 %
01-60-663300	REMOTE FACILITIES MAINTENANCE	15,941.66	26,710.38	63,766.64	59,864.42	94 %	191,300.00	31 %
01-60-663400	PLAN REVIEW- PIPELINE CONFLI	2,012.50	0.00	22,137.50	15,215.14	69 %	80,500.00	19 %
01-60-663700	PIPELINE SUPPLIES	4,666.66	2,259.65	18,666.64	25,090.29	134 %	56,000.00	45 %

Monthly & YTD Budget Report

For Fiscal: 2020-2021 Period Ending: 8/31/2020

		August 2020-2021 Budget	August 2020-2021 Activity	2020-2021 Seasonal YTD Bud	2020-2021 YTD Activity	Seasonal Percent Used	2020-2021 Total Budget	Total Percent Used
01-60-664000	MACHINERY & EQUIP- NON CAP	1,570.83	199.98	6,283.32	2,881.55	46 %	18,850.00	15 %
01-60-664100	REPAIRS & MAINT- VEHICLES	3,291.67	1,121.17	13,166.64	6,738.87	51 %	39,500.00	17 %
01-60-664200	FUEL- VEHICLES	3,100.00	2,762.07	12,400.00	8,775.10	71 %	37,200.00	24 %
01-60-664300	LICENSES- VEHICLES	0.00	0.00	0.00	0.00	0 %	2,150.00	0 %
660 - WATER OPERATION Totals:		11,224,474.33	13,284,752.56	43,347,930.31	44,968,669.20	104 %	111,958,559.42	40 %

680 - LAND & LAND RIGHTS

% of Year Completed: 33%

01-60-681000	LEASES	83.33	0.00	333.32	0.00	0 %	1,000.00	0 %
01-60-682000	PERMITS & FEES	1,204.16	0.00	4,816.64	2,995.00	62 %	14,450.00	21 %
680 - LAND & LAND RIGHTS Totals:		1,287.49	0.00	5,149.96	2,995.00	58 %	15,450.00	19 %

685 - CAPITAL EQUIP / DEPREC

% of Year Completed: 33%

01-60-685100	COMPUTERS	7,041.66	0.00	28,166.64	3,506.83	12 %	84,500.00	4 %
01-60-685200	OFFICE FURNITURE & EQUIPMT	0.00	1,352.41	25,000.00	4,546.89	18 %	25,000.00	18 %
01-60-685600	MACHINERY & EQUIPMENT	0.00	28,535.00	105,000.00	28,535.00	27 %	105,000.00	27 %
01-60-685800	CAPITALIZED EQUIP	0.00	(28,535.00)	(130,000.00)	(28,535.00)	22 %	(130,000.00)	22 %
01-60-686000	VEHICLES	0.00	0.00	347,000.00	66,296.00	19 %	347,000.00	19 %
01-60-686800	CAPITALIZED VEHICLE PURCHASES	0.00	0.00	(347,000.00)	(66,296.00)	19 %	(347,000.00)	19 %
01-60-692000	DEPRECIATION- TRANS MAINS	425,000.00	398,184.94	1,700,000.00	1,592,739.82	94 %	5,100,000.00	31 %
01-60-693000	DEPRECIATION- BUILDINGS	262,500.00	231,694.51	1,050,000.00	926,347.31	88 %	3,150,000.00	29 %
01-60-694000	DEPRECIATION-PUMPING EQUIPME	151,666.66	130,181.74	606,666.64	520,726.92	86 %	1,820,000.00	29 %
01-60-695200	DEPRECIATION- OFFICE FURN &	7,500.00	9,400.54	30,000.00	37,393.31	125 %	90,000.00	42 %
01-60-696000	DEPRECIATION- VEHICLES	10,416.66	4,931.39	41,666.64	19,725.58	47 %	125,000.00	16 %
685 - CAPITAL EQUIP / DEPREC Totals:		864,124.98	775,745.53	3,456,499.92	3,104,986.66	90 %	10,369,500.00	30 %

710 - CONSTRUCTION IN PROGRESS

% of Year Completed: 33%

01-60-722100	ADDITION OF PUMP	0.00	0.00	1,500,000.00	0.00	0 %	1,500,000.00	0 %
01-60-722200	DPS BUILDINGS REHAB & MAINT	0.00	97,114.85	1,650,000.00	465,271.78	28 %	1,650,000.00	28 %
01-60-722201	DPS LAB	0.00	0.00	200,000.00	0.00	0 %	200,000.00	0 %
01-60-722300	GENERATION BUILDING REHAB & M	0.00	0.00	105,000.00	0.00	0 %	105,000.00	0 %
01-60-751000	TRANSMISSION MAINS	0.00	10,088.87	8,250,000.00	20,902.24	0 %	8,250,000.00	0 %
01-60-751100	90 & 72 INCH SUPPLY UPGRADES	0.00	0.00	10,000,000.00	0.00	0 %	10,000,000.00	0 %
01-60-751200	CATHODIC PROTECTION	0.00	0.00	500,000.00	0.00	0 %	500,000.00	0 %
01-60-761000	STANDPIPE IMPROVEMENTS	0.00	54,200.49	700,000.00	751,675.64	107 %	700,000.00	107 %
01-60-770500	WATER QUALITY INSTRUMENTATIO	0.00	0.00	1,000,000.00	0.00	0 %	1,000,000.00	0 %
01-60-771000	VALVE REHAB & REPLACEMENT	0.00	0.00	500,000.00	0.00	0 %	500,000.00	0 %
01-60-771200	CONDITION ASSESSMENT	0.00	5,476.72	750,000.00	40,587.00	5 %	750,000.00	5 %

Monthly & YTD Budget Report

For Fiscal: 2020-2021 Period Ending: 8/31/2020

		August 2020-2021 Budget	August 2020-2021 Activity	2020-2021 Seasonal YTD Bud	2020-2021 YTD Activity	Seasonal Percent Used	2020-2021 Total Budget	Total Percent Used
01-60-771600	WALL & MASONRY REHAB	0.00	0.00	1,200,000.00	0.00	0 %	1,200,000.00	0 %
01-60-771700	REPLACEMENT OF SCADA SYSTEM	0.00	0.00	5,050,000.00	61,721.18	1 %	5,050,000.00	1 %
01-60-771900	HIGHLIFT PUMP REHAB	0.00	0.00	300,000.00	0.00	0 %	300,000.00	0 %
01-60-772100	METER STATION REHAB	0.00	0.00	300,000.00	17,576.11	6 %	300,000.00	6 %
01-60-772200	DWC SYSTEM UPGRADES	0.00	0.00	300,000.00	30,591.00	10 %	300,000.00	10 %
01-60-798000	CAPITALIZED FIXED ASSETS	0.00	(166,880.93)	(32,305,000.00)	(1,388,324.95)	4 %	(32,305,000.00)	4 %
710 - CONSTRUCTION IN PROGRESS Totals:		0.00	0.00	0.00	0.00	0 %	0.00	0 %
Expense Totals:		12,792,413.29	14,583,565.10	49,639,709.41	50,164,913.44	101 %	130,997,781.45	38 %
01 - WATER FUND Totals:		(177,466.92)	(1,255,089.87)	(448,356.49)	(4,245,301.89)	947 %	1,458,747.88	-291 %

DATE: September 10, 2020

REQUEST FOR BOARD ACTION

AGENDA SECTION	Administration Committee	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	A Resolution Amending the Employee Handbook to Modify the Section on Early Notification of Retirement Incentive Program Resolution No. R-37-20	APPROVAL	
<p>The Commission is requesting to amend the Employee Handbook to modify the following language and the full description, including procedures, contained within in Exhibit A into revised section 10.10 Early Notification of Retirement Incentive Program:</p> <p>Early Notification of Retirement Incentive Program The Commission is aware of how important strategic succession planning is to an organization. Therefore, the Commission believes it is in the best interest of the organization to offer an Early Notification of Retirement Incentive to eligible employees to give ample notice prior to retirement.</p> <p>Eligibility: For an employee to be eligible for the Early Notification of Retirement Incentive (ENRI) Program, the following criteria must be met: Eligibility Criteria–</p> <ul style="list-style-type: none">• To be eligible for the Early Retirement Incentive Program employees must have a minimum of 5 years with the Commission• The employee must be 55 years of age• A full-time employee <p>Incentives – The employee would receive a lump sum payment on their last paycheck. The lump sum payment is to be calculated based on \$700 a month for each month given of early notification. The maximum compensable incentive period will be 12 months' notice.</p> <p>The previous section 10.10 Employee Assistance Program will now be section 10.11</p> <p>The Commission's Employee Handbook was last revised on July 6, 2020.</p>			
MOTION: To approve Resolution No. R-37-20			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-37-20

A RESOLUTION AMENDING
THE EMPLOYEE HANDBOOK TO MODIFY
THE SECTION ON EARLY NOTIFICATION OF
RETIREMENT INCENTIVE PROGRAM

WHEREAS, the DuPage Water Commission (the "Commission") is a county water commission created and existing under 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.; and

WHEREAS, the Water Commission Act of 1985 provides that the Commission shall determine its own rules of proceeding; and

WHEREAS, in furtherance thereof, the Commission adopted By-Laws of the DuPage Water Commission, which By-Laws were restated by Ordinance No. O-10-12 and amended by Ordinance Nos. O-12-12, O-6-13, O-7-13, O-1-15 (the "By-Laws"); and

WHEREAS, pursuant to the By-Laws, the Board of Commissioners of the DuPage Water Commission has the power to pass and enforce all necessary ordinances, resolutions, rules, regulations, and administrative orders for the conduct of business and management of property of the Commission; and

WHEREAS, in furtherance thereof and pursuant to Resolution No. R-1-16, the Commission adopted regulations affecting Commission employment and working conditions, which regulations were amended by Resolution Nos. R-29-17, R-46-17 and R-26-18 (the "Employee Handbook"); and

WHEREAS, the Board of Commissioners of the DuPage Water Commission has determined that it is reasonable, necessary and desirable, and in the best interest of the Commission, to amend the Employee Handbook, effective as of October 1, 2020.

Resolution R-37-20

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

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

SECTION TWO: Amendment of Section 10.10 Early Notification of Retirement Incentive. The Employee Handbook of the DuPage Water Commission shall be and hereby is amended, effective as of October 1, 2020, as set forth in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof. The General Manager shall provide copies of this amendment to the Employee Handbook to all Commission employees at least 10 days in advance of its effective date.

Resolution R-37-20

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

AYES: D. Bouckaert, J. Broda, J. Fennell, R. Gans, J. Healy, D. Novotny,
R. Obarski, J. Pruyn, D. Russo, F. Saverino, P. Suess, and J. Zay

NAYS: K. Rush

ABSENT: None

ADOPTED this 17th day of September, 2020.


Chairman

ATTEST:


Clerk

Exhibit A

CHAPTER 10 – EMPLOYEE BENEFITS

10.10 Early Notification of Retirement Incentive Program

The Commission is aware of how important strategic succession planning is to an organization. Therefore, the Commission believes it is in the best interest of the organization to offer an Early Notification of Retirement Incentive to eligible employees to give ample notice prior to retirement.

Initiation of the Early Notification of Retirement Agreement

Eligible employees desiring to participate in this program must advise their immediate supervisor as soon as possible.

Eligibility. To be eligible for the Early Notification of Retirement Incentive (ENRI) Program, the employee must meet following criteria:

- The employee must have been employed a minimum of 5 years with the Commission; and
- The employee must be at least 55 years of age; and
- The employee must be a Full-time employee; and
- The employee must apply for the ENRI Program at least 3 months before his/her proposed separation date.

Procedures. The employee must sign and submit to General Manager an Early Notification of Retirement Incentive Application (the “Application”) stating his/her intent to retire and proposed retirement date.

- Approval of the Application is at the discretion of the General Manager.
- The employee may withdraw the Application by submitting a written request to withdraw the Application to the General Manager within seven (7) days of submitting the Application.
- If the Application is approved, the employee is required to complete and submit to the General Manager a Separation Agreement and Release and letter of resignation within five days of approval in order to receive any ENRI payments. If the employee does not complete and submit the Separation Agreement and Release and submit a letter of resignation within five (5) days of approval of the Application by the General Manager, the approved Application will be automatically withdrawn, and the employee will receive no ENRI payment.
- After submitting the signed Separation Agreement and Release and letter of resignation, the employee will have seven days in which to revoke the ENRI agreement by submitting his/her intent to revoke the Application, Separation Agreement and Release, and

Resolution R-37-20

resignation, in writing, to the General Manager. Once the seven days have passed, the Separation Agreement and Release, resignation, and agreement to participate in the ENRI program is not revocable unless approved by the Commission for extenuating circumstances.

Incentives. The qualifying employee will receive a lump sum payment on their last paycheck. The lump sum payment is to be calculated based on \$700 a month for each month given of early notification, up to a maximum of 12 months.

The total incentive benefits may not exceed 12 months. Any changes to the employees' submitted resignation/retirement date must be approved by the General Manager and, if approved, may affect the amount of the ENRI payment.

10.11 Employee Assistance Program

The Commission is interested in the well-being of its employees and their families and recognizes personal and family problems may affect work performance if left unresolved. The Commission provides confidential and professional guidance, counseling and referral service to employees and their immediate family members through its Employee Assistance Program (EAP). The EAP is designed to assist employees and their family members who are experiencing behavioral, medical, family, substance abuse, or serious financial problems.

Participation in the EAP is voluntary and strictly confidential. An employee cannot be required to seek assistance; however, supervisors or the General Manager, may make a formal written referral if job performance has deteriorated. The EAP is offered at no cost to employee and their immediate family members. If a referral to an outside agency is necessary, the outside agency may require additional fees from the employee for their service.

Employees encountering such problems may contact the EAP office directly (Perspectives, LTD) at 800-456-6327 at any time. Perspectives EAP is available 24/7. The website is <https://www.perspectivesltd.com/home.aspx>



DuPage Water Commission

MEMORANDUM

TO: John Spatz
General Manager

FROM: Mike Weed
Operations Supervisor *MW*

Ed Kazmierczak	Pipeline Supervisor
Jessica Bonemma	Coordinating Engineer
Chris Bostick	Facilities Construction Supervisor
John Schori	Instrumentation Supervisor
Alan Stark	Coordinating Engineer
Denis Cuvalo	Coordinating Engineer

DATE: September 10, 2020

SUBJECT: Status of Operations

Operations Overview

The Commission's sales for the month of August were a total of 3.08 billion gallons. This represents an average day demand of 99.5 million gallons per day (MGD), which is higher than the August 2019 average day demand of 85.7 MGD. The maximum day demand was 115.6 MGD recorded on August 26, 2020 which is higher than the August 2019 maximum day demand of 101.9 MGD. The minimum day flow was 80.6 MGD.

The Commission's recorded total precipitation for the month of August 2020 was .80 inches compared to 3.52 inches for August 2019. The level of Lake Michigan for August 2020 is 602.90 (Feet IGLD 1985) compared to 603.21 (Feet IGLD 1985) for August of 2019.

Operations Maintenance

A RFBA appears on the agenda to authorize the purchase of one (1) new Industrial Fork Truck, Charging Unit and Training at an estimated cost of \$44,200.00 from Federal Contracts Corporation utilizing GSA Cooperative Purchasing Contract # GS-07F-202CA.

Water Conservation

Ongoing: Staff worked with the Villages of Clarendon Hills and Westmont on the design of the Richmond Education Gardens & Apiary underground cistern system that the Commission helped sponsor. All underground work, including the installation of the cistern, has been completed with the handpump and cistern being functional. Landscaping will continue into the fall months. The pergola, due to recent budget constraints, has been postponed to next year.

Instrumentation / Remote Facilities Overview

Instrumentation staff continues with routine inspections and repairs of remote facilities.

Resolution R-35-20 appears on the agenda requesting ratification of Work Authorization Order No. 023 under the Quick Response Electrical Contract QRE-8/17, to McWilliams Electric Co. Inc. The work was completed prior to board approval and was necessary to mitigate water infiltrating conduits and junction boxes in the vault for the 72" Valve at the corner of Butterfield and Cadwell. In addition, corroded junction boxes were replaced and all 120VAC circuits between the Control Cabinet and the Valve Vault at ROV45A were replaced.

Work Authorization Order No. 017 was approved last month for Volt Electric Inc. to upgrade eight Remotely Operated Valve (ROV) actuators. The Commission is supplying all major parts for the contractor to install. This work is being scheduled.

Work Authorization Order No. 022 was also approved last month for Volt Electric, Inc. to remove and replace the antenna and cable on a 60' tower at the Argonne meter station. This work is complete.

Work Authorization Order No. 012, under the Quick Response Contract QR-11/17 to repair or replace the valve gear box on a 72" butterfly valve in the vault at ROV10D in Elmhurst. Due to operation needs the Commission had Rossi mobilize to get the valve opened. This was successful, however, it was determined the valve actuator gearing was also damaged, so now we are researching options to repair or replace. With system demand so high the final repair will probably have to wait until demand decreases this fall.

Task Order No. 2 to Baxter & Woodman for the design and implementation of a cellular backup system for SCADA data continues. The design is complete, and all parts have been ordered and received. Verizon has completed the configuration of the cellular private network. Working with the contractor to schedule the installation.

Pipeline Maintenance and Construction Overview

Pipeline staff is continuing work on inspecting air release valves and replacing blow off valve stems.

Resolution R-34-20 appears on the agenda requesting approval of Work Authorization Order No. 18 to John Neri Construction Co., Inc. for the work necessary to repair leaks to a 24" ductile iron water main at two separate locations in the Village of Addison. The location of the first leak was at Illinois Route 53 north of Lake Street. Here the repair was relatively simple and was made using open cut means and methods. The location of the second leak was on Lake Street at Westwood Creek. Here the main runs under a large concrete culvert that crosses beneath Lake Street and the leak was located directly beneath the culvert. Because of this, the insertion of a cast in place structural liner within the existing pipe offered the best option with respect to the time and cost of the repair. However, the cost of this type of repair is significantly higher when compared to an open cut repair.

Resolution R-40-20 appears on the agenda requesting the approval of Master Agreements with Corpro Companies, Inc. and EN Engineering LLC. These Master Agreements will enable DWC to start Test Point and Closed Interval Surveys for cathodic protection.

Capital Improvement Program

The Contract for the Construction of DuPage Pump Station Sodium Hypochlorite System Improvements (Contract PSD-8/19) is ongoing. The Contract Completion Date is September 28, 2020. The project includes replacement and upgrading of chemical storage and feed equipment, containment finishes, process piping, and wall finishes which are deteriorating naturally due to age and environmental conditions.

The Contract for the Construction of Tank Site Improvements and Meter Station 26B (Contract SS-9/19) is ongoing. The project includes replacement and safety upgrading of control vault structures, improvement overland drainage, rehabilitation and improvement security fencing and the rehabilitation and addition of paved surfaces. R-36-20 appears on the agenda as Change Order No. 3 for necessary repairs to underground valves found to be leaking during construction operations at an additional cost of \$20,921.00, increasing the Contract Value by 3.99% to \$1,390,555.00.

The Task Order with Christopher B. Burke Engineering, Ltd. to perform a study and provide a report on the feasibility of installing new and modified pumping systems, emergency electrical generation and re-chlorination facilities at the four (4) Commission Take Sites. The draft report has been tendered and continues to be reviewed by Staff.

Task Order No. 3 with Greeley and Hansen is to perform a study and provide a report on the feasibility of modifying the DuPage Pumping Station Emergency Electrical Generation Facility. The report has been tendered in draft form and is being reviewed by Staff. R-38-20 appears on the agenda to amend Task Order No. 3 to provide assistance to Operations Staff in the Illinois Environmental Protection Agency's revised Air Quality reporting requirements. The amended task order also includes improvements to documentation capabilities for future permitting requirements should it become necessary.

The Task Order with AECOM Technical Services, Inc to perform engineering design and bidding services for a Bypass Transmission System is underway. AECOM has completed the 70% design report and has begun working on the 90% design.

Resolution R-39-20 appears on the agenda requesting approval of a First Amendment to Task Order No. 12 under a Master Contract with AECOM Technical Services, Inc. The amendment is to add an additional \$30,000.00 to Task Order No. 12 for professional engineering services in connection with The Central Tri-State Reconstruction Project. The First Amendment to Task Order No.12 would authorize AECOM Technical Services, Inc. to attend Pre-Construction Design Meetings, review Construction Submittal Packages, and validate easement rights on behalf of DuPage Water Commission.

Coordinating Engineer

The SCADA Project is on schedule and the Detailed Design Phase underway by Carollo Engineers. The 30% Design drawings have been reviewed by The Commission staff and comments/redlines have been submitted to Carollo for revision. Carollo and Commission staff have met virtually to review the comments of the 30% Design review, Carollo is making all necessary changes and resubmitting the 30% design for a final review by The Commission staff before giving the NTP for the 60% Design. Due to the COVID-19 pandemic detailed design phase workshops will be rescheduled at a time and location TBD.

Laboratory facility and equipment improvements are underway this includes replacement of obsolete equipment and refinishing of existing laboratory furniture.

The USEPA's Water Emergency Response Plan is due September 23, 2020. Draft copy has been submitted back to AECOM. Also training will be underway in the next week for commission personnel.

September 2020 COMMISSION AGENDA ITEMS:

- R-34-20:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QR11/13 (**John Neri Construction Co., Inc. – Estimated Cost \$525,000.00**)
- R-35-20:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 (**McWilliams Electric Co. Inc. – Estimated at \$9,891.00**)
- R-36-20** A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Greeley and Hansen (**1st Amendment to Task Order No. 3 - \$13,935.00**)
- R-38-20** A Resolution Approving and Ratifying Certain Change Orders for a Contract for the Tank Site Improvements (Contract SS-9/19) (**Rossi Contractors Change Order No. 3 - \$20,921.00**)
- R-39-20** A Resolution Approving and Ratifying A First Amendment to Task Order No. 12 under a Master Contract with AECOM Technical Services, Inc.) (**1st Amendment to Task Order No. 12 - \$30,000.00**)
- R-40-20** A Resolution Approving and Authorizing the Execution of Master Agreements with Corpro Companies, Inc. and EN Engineering LLC for Professional Engineering Services
- RFBA:** Request to authorize the purchase of one (1) new Industrial Fork Truck, Charging Unit and Training at an estimated cost of \$44,200.00 (**Federal Contracts Corporation – Estimated Cost – \$44,200.00**)
- RFBA:** Requesting approval of requisition number 71456 for the purchase one (1) 2020 Ford Explorer, through the Suburban Purchasing Cooperative Joint Purchasing Program (**Kunes Country Ford – In the amount of \$25,415.00**)

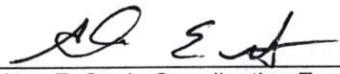
Attachments

1. DuPage Laboratory Bench Sheets for August 2020
2. Water Sales Analysis 01-May-2018 to 31-August-2020
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation

<http://sp2013/Status%20of%20Operations/2020/200910.docx>

DUPAGE WATER COMMISSION
PWS FACILITY ID# - IL435400
MONTHLY OPERATIONS REPORT
DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS
AUGUST 2020

DATE	LEXINGTON P.S. SUPPLY			DUPAGE P.S. DISCHARGE							ANALYST INT.
	FREE Cl2 (mg/L)	TURBIDITY (ntu)	O-PO4 (mg/L)	FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO4 (mg/L)	P.A.C. (LBS/MG)	
1	1.33	0.08	0.58	1.31	0.09	66	7.8	0.8	0.62	10	AM
2	1.35	0.09	0.58	1.34	0.10	68	7.8	0.8	0.60	10	AM
3	1.48	0.16	0.65	1.26	0.15	70	7.8	0.7	0.65	10	RC
4	1.13	0.13	0.63	1.21	0.13	70	7.8	0.7	0.65	10	RC
5	1.31	0.10	0.60	1.29	0.11	70	7.7	0.8	0.62	10	AM
6	1.39	0.12	0.59	1.26	0.15	70	7.8	0.7	0.61	10	AM
7	1.33	0.14	0.62	1.31	0.16	71	7.7	0.7	0.59	10	AM
8	1.12	0.10	0.58	1.27	0.10	70	7.7	0.7	0.59	10	KD
9	1.24	0.09	0.58	1.32	0.10	70	7.7	0.7	0.60	10	KD
10	1.40	0.10	0.62	1.39	0.11	71	7.7	0.7	0.63	10	KD
11	1.27	0.12	0.64	1.43	0.13	72	7.7	0.7	0.67	10	RC
12	1.44	0.10	0.64	1.34	0.12	71	7.7	0.6	0.66	10	KD
13	1.49	0.11	0.63	1.41	0.12	71	7.7	0.6	0.63	10	KD
14	1.38	0.10	0.62	1.29	0.13	72	7.7	0.6	0.65	10	KD
15	1.44	0.10	0.62	1.40	0.12	72	7.7	0.6	0.63	10	KD
16	1.45	0.14	0.65	1.19	0.14	72	7.7	0.7	0.67	0	RC
17	1.29	0.12	0.66	1.35	0.13	72	7.7	0.6	0.68	0	KD
18	1.25	0.10	0.66	1.23	0.12	73	7.7	0.6	0.65	0	KD
19	1.33	0.11	0.68	1.25	0.13	73	7.7	0.6	0.69	0	KD
20	1.25	0.11	0.66	1.32	0.13	72	7.7	0.6	0.67	0	AM
21	1.22	0.10	0.59	1.26	0.11	73	7.7	0.6	0.59	0	AM
22	1.29	0.12	0.61	1.23	0.12	73	7.7	0.6	0.64	40	KD
23	1.41	0.14	0.60	1.21	0.16	74	7.7	0.6	0.64	40	KD
24	1.49	0.16	0.62	1.48	0.17	74	7.7	0.6	0.66	40	AM
25	1.46	0.10	0.61	1.66	0.10	73	7.7	0.6	0.59	0	AM
26	1.40	0.10	0.61	1.36	0.09	71	7.7	0.6	0.62	0	KD
27	1.42	0.09	0.61	1.40	0.09	70	7.7	0.6	0.61	0	KD
28	1.31	0.08	0.61	1.35	0.12	69	7.7	0.6	0.61	0	KD
29	1.28	0.08	0.57	1.20	0.10	66	7.8	0.7	0.57	0	CT
30	1.35	0.07	0.50	1.34	0.08	64	7.7	0.8	0.54	0	CT
31	1.22	0.12	0.55	1.33	0.11	60	7.7	0.7	0.56	0	CT
AVG.	1.34	0.11	0.61	1.32	0.12	70	7.7	0.7	0.63	9	
MAX.	1.49	0.16	0.68	1.66	0.17	74	7.8	0.8	0.69	40	
MIN.	1.12	0.07	0.50	1.19	0.08	60	7.7	0.6	0.54	0	

 9/3/2020
Alan E. Stark, Coordinating Engineer Date
Illinois ROINC # 84789479

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 31-Jul-20

PER DAY AVERAGE 78,858,399

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-18	2,285,706,000	2,361,461,303	96.79%	\$11,291,387.64	\$9,169,554.24	1,218,779	0.05%	96.84%	\$4.94	\$3.883
Jun-18	2,298,459,000	2,397,747,162	95.86%	\$11,354,387.71	\$9,454,317.06	2,994,035	0.12%	95.98%	\$4.94	\$3.943
Jul-18	2,709,111,000	2,805,244,664	96.57%	\$13,383,008.34	\$11,061,079.71	1,050,752	0.04%	96.61%	\$4.94	\$3.943
Aug-18	2,583,722,000	2,678,990,368	96.44%	\$12,763,586.68	\$10,563,259.02	914,357	0.03%	96.48%	\$4.94	\$3.943
Sep-18	2,263,628,000	2,346,754,816	96.46%	\$11,182,322.32	\$9,253,254.24	7,290,382	0.31%	96.77%	\$4.94	\$3.943
Oct-18	2,017,047,000	2,093,603,023	96.34%	\$9,964,212.18	\$8,255,076.72	1,036,179	0.05%	96.39%	\$4.94	\$3.943
Nov-18	1,855,424,000	1,909,236,300	97.18%	\$9,165,794.56	\$7,528,118.73	6,336,710	0.33%	97.51%	\$4.94	\$3.943
Dec-18	1,925,817,000	1,998,319,584	96.37%	\$9,513,535.98	\$7,879,374.12	999,888	0.05%	96.42%	\$4.94	\$3.943
Jan-19	1,948,234,000	2,017,316,439	96.58%	\$9,624,275.96	\$7,954,278.72	1,344,792	0.07%	96.64%	\$4.94	\$3.943
Feb-19	1,831,029,000	1,891,234,162	96.82%	\$9,045,283.26	\$7,457,136.30	392,723	0.02%	96.84%	\$4.94	\$3.943
Mar-19	1,933,958,000	1,993,121,626	97.03%	\$9,553,752.52	\$7,858,878.57	467,761	0.02%	97.06%	\$4.94	\$3.943
Apr-19	1,881,569,000	1,955,726,241	96.21%	\$9,294,950.86	\$7,711,428.57	5,802,627	0.30%	96.50%	\$4.94	\$3.943
May-19	2,081,843,000	2,147,990,870	96.92%	\$10,346,759.71	\$8,469,528.00	6,561,100	0.31%	97.23%	\$4.97	\$3.943
Jun-19	2,176,802,000	2,246,817,638	96.88%	\$10,818,705.94	\$8,931,100.11	434,900	0.02%	96.90%	\$4.97	\$3.975
Jul-19	2,639,452,000	2,714,539,721	97.23%	\$13,118,076.44	\$10,790,295.39	649,900	0.02%	97.26%	\$4.97	\$3.975
Aug-19	2,649,696,000	2,735,242,272	96.87%	\$13,168,989.12	\$10,872,588.03	638,420	0.02%	96.90%	\$4.97	\$3.975
Sep-19	2,206,442,000	2,264,715,472	97.43%	\$10,966,016.74	\$9,002,244.00	617,581	0.03%	97.45%	\$4.97	\$3.975
Oct-19	2,016,445,000	2,084,749,872	96.72%	\$10,021,731.65	\$8,286,880.74	1,204,331	0.06%	96.78%	\$4.97	\$3.975
Nov-19	1,915,266,000	1,976,465,358	96.90%	\$9,518,872.02	\$7,856,449.80	8,679,153	0.44%	97.34%	\$4.97	\$3.975
Dec-19	1,990,807,000	2,061,549,253	96.57%	\$9,894,310.79	\$8,194,658.28	4,646,824	0.23%	96.79%	\$4.97	\$3.975
Jan-20	1,982,608,000	2,040,353,072	97.17%	\$9,853,561.76	\$8,110,403.46	789,652	0.04%	97.21%	\$4.97	\$3.975
Feb-20	1,871,298,000	1,913,980,302	97.77%	\$9,300,351.06	\$7,608,055.65	978,927	0.05%	97.82%	\$4.97	\$3.975
Mar-20	1,957,293,000	2,014,856,325	97.14%	\$9,727,746.21	\$8,009,053.89	697,896	0.03%	97.18%	\$4.97	\$3.975
Apr-20	1,863,825,000	1,911,777,366	97.49%	\$9,263,210.25	\$7,599,315.03	271,200	0.01%	97.51%	\$4.97	\$3.975
May-20	2,084,924,000	2,141,838,951	97.34%	\$10,362,072.28	\$8,513,809.83	376,100	0.02%	97.36%	\$4.97	\$3.975
Jun-20	2,522,634,000	2,596,146,493	97.17%	\$12,537,490.98	\$10,571,508.52	731,078	0.03%	97.20%	\$4.97	\$4.072
Jul-20	2,782,507,000	2,872,440,835	96.87%	\$13,829,059.79	\$11,696,579.08	647,000	0.02%	96.89%	\$4.97	\$4.072
Aug-20	3,078,522,000	3,180,137,701	96.80%	\$15,300,254.34	\$12,949,520.72	3,694,350	0.12%	96.92%	\$4.97	\$4.072
TOTALS (1)	813,739,816,798	837,187,549,323	97.20%	\$1,789,407,242.94	\$1,594,834,936.74	834,105,386	0.10%	97.30%	\$2.20	\$1.905

(1) - SINCE MAY 1, 1992

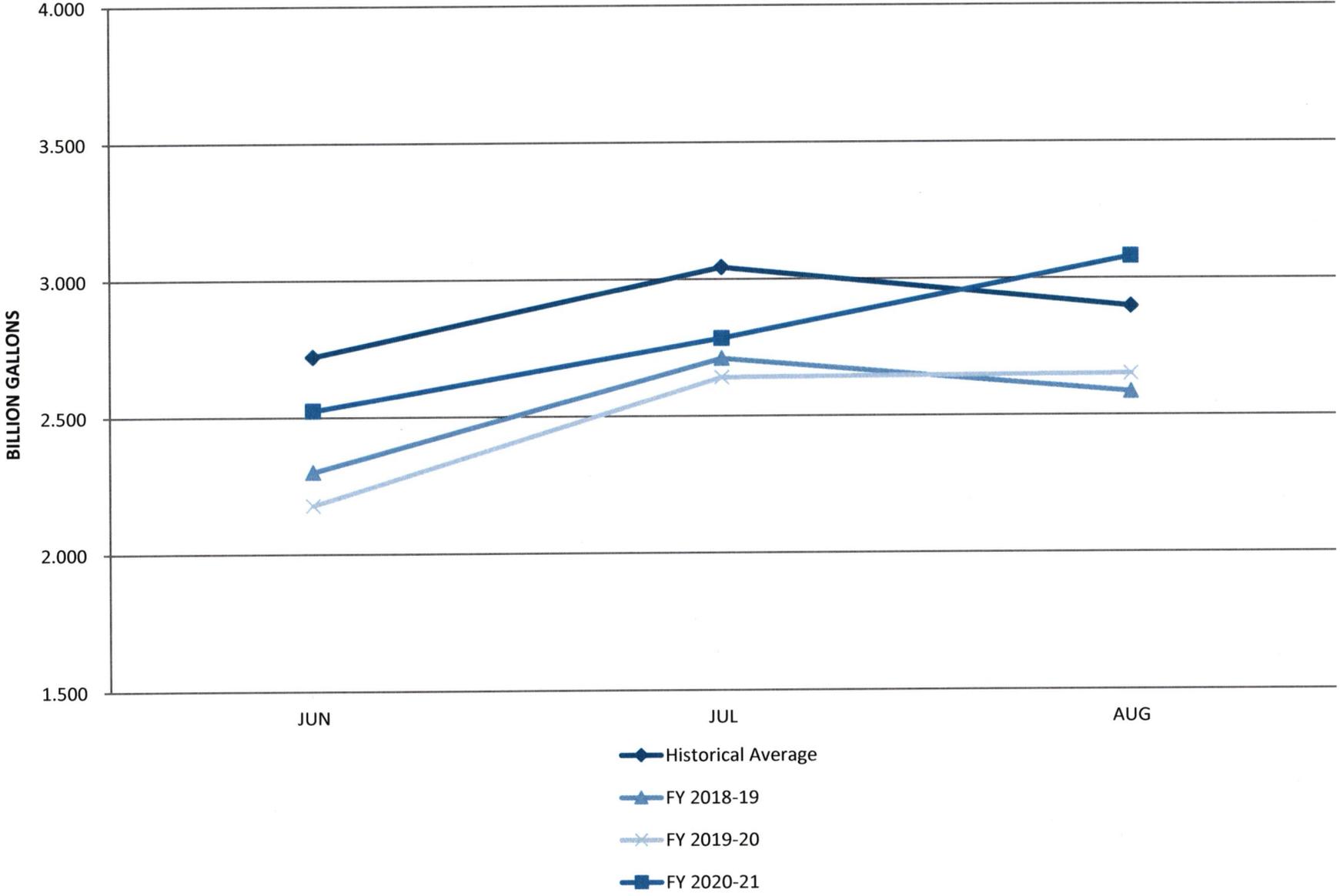
(2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE

(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

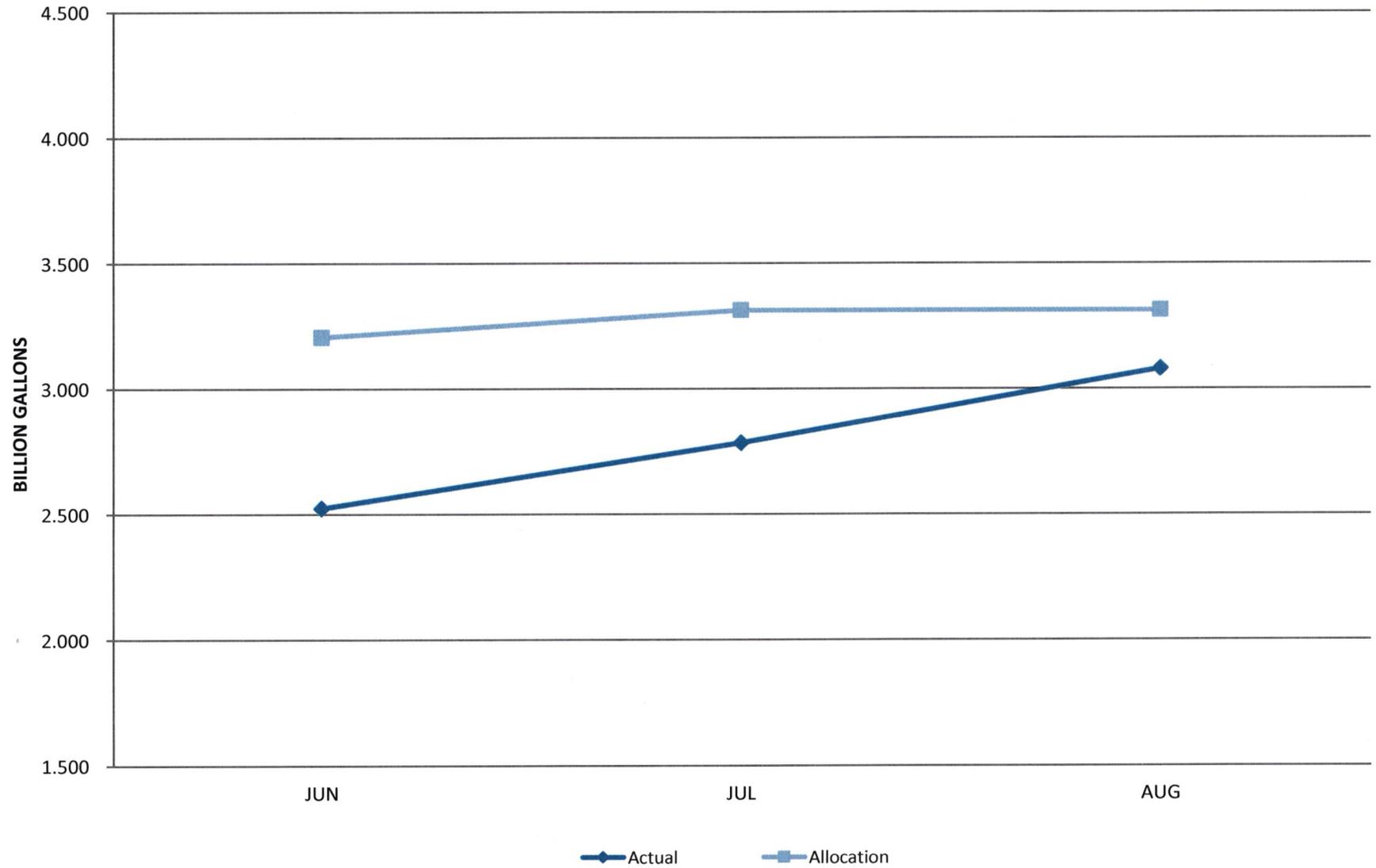
YTD

Aug-19	9,547,793,000	9,844,590,501	96.99%	47,452,531	39,063,512				\$4.97	\$3.968
Aug-20	10,468,587,000	10,790,563,980	97.02%	52,028,877	43,731,418				\$4.97	\$4.053
	920,794,000	945,973,479		\$4,576,346	\$4,667,907					
	9.6%	9.6%		9.6%	11.9%					
Month										
Aug-19	2,649,696,000	2,735,242,272	96.87%	13,168,989	10,872,588				\$4.97	\$3.975
Aug-20	3,078,522,000	3,180,137,701	96.80%	15,300,254	12,949,521				\$4.97	\$4.072
	428,826,000	444,895,429		\$2,131,265	\$2,076,933					
	16.2%	16.3%		16.2%	19.1%					
Aug>July	296,015,000	307,696,866		1,471,195	1,252,942					

DU PAGE WATER COMMISSION SALES FY 2020-21, 2019-20 & 2018-19 VS. HISTORICAL AVERAGE



DU PAGE WATER COMMISSION SALES FY 2020-21 VS. ALLOCATION



REQUEST FOR BOARD ACTION

AGENDA SECTION Engineering & Construction Committee	ORIGINATING DEPARTMENT Pipeline
ITEM A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 at the September 17, 2020, DuPage Water Commission Meeting Resolution No. R-34-20	APPROVAL 
<p>Account Number: 01-60-663100</p> <p>The Commission entered into certain agreements dated June 30, 2017 with John Neri Construction Co., Inc. and Rossi Contractors, Inc. for quick response construction work, as needed, through the issuance of Work Authorization Orders. Resolution No. R-34-20 would approve the following Work Authorization Orders under the Quick Response Contracts.</p> <p>Work Authorization Order No. 18 to John Neri Construction Co., Inc. This work authorization was issued, and the work begun, prior to board approval and was necessary to repair two separate leaks in a 24" diameter ductile iron water main. Both locations were in the Village of Addison and both were located under finished concrete pavement. Both leaks appear to be the result of corrosion however the cause of the corrosion is yet undetermined.</p> <p>The location of the first leak was on Illinois Route 53 north of Lake Street and the repair was made using traditional open cut means and methods.</p> <p>The second leak was discovered immediately after the first one was repaired and was located at the Westwood Creek crossing of Lake Street. This location is approximately two miles east of the first leak. At this location, the main passes beneath a cast in place concrete culvert that crosses under Lake Street. Leak detection analysis determined that the leak was located directly beneath and along the centerline of the concrete culvert meaning the only viable repair option was to install a cured in place structural liner within the existing pipe. This method requires open cutting the pavement and removing a section of pipe on either side of the leak to facilitate the installation of the liner. This type of repair is labor intensive and specialized with respect to equipment and materials. Nevertheless, this method was still more time and cost effective when compare to the only other option which would have been the installation of a new pipe crossing of the creek.</p> <p>Approval of Resolution R-34-20 would ratify Work Authorization Order Number 18 to John Neri Construction Co., Inc. for the work necessary to excavate, locate and repair, as described in Exhibit 1 to this resolution, the source of two separate leaks located on a Commission 24" diameter ductile iron water main at a total estimated cost of \$525,000.00.</p>	
MOTION: To adopt Resolution No. R-34-20	

DuPAGE WATER COMMISSION

RESOLUTION NO. R-34-20

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-11/17 AT THE
SEPTEMBER 17, 2020 DuPAGE WATER COMMISSION MEETING

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

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

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

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

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

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2020.

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-10/13: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-11.018

LOCATION:

Site 1) On Illinois Route 53 north of Lake Street in the Village of Addison.

Site 2) On Lake Street and Neva in the Village of Addison.

CONTRACTOR:

John Neri Construction Co., Inc.

DESCRIPTION OF WORK:

Provide and maintain traffic and pedestrian controls; dewater isolated section of main; excavate, locate and repair the source of leaks on a Commission 24" diameter ductile iron water main; backfill the excavation with suitable materials; disinfect the isolated section of water main, restore all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

REASON FOR WORK:

To repair two separate leaks located in a 24" diameter ductile iron water main.

MINIMUM RESPONSE TIME:

N/A

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

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

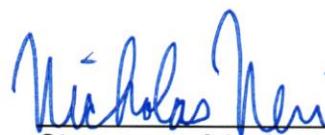
N/A

DUPAGE WATER COMMISSION

By: 
Signature of Authorized Representative

DATE: 8-24-2020

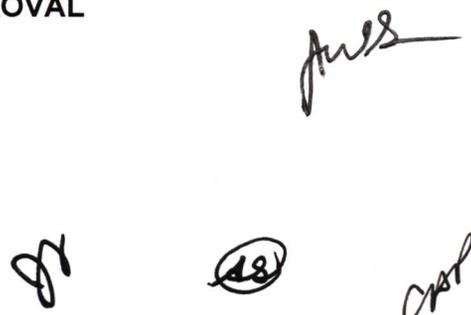
CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: 
Signature of Authorized Representative

Safety Rep: Anthony Neri 630 514-1778
Name and 24-Hr Phone No.

DATE: 8-24-2020

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 September 17, 2020, DuPage Water Commission Meeting Resolution No. R-35-20	APPROVAL 
<p>Account Numbers: 01-60-663300 (WAO No. 023 Estimated Cost \$9,891.00)</p> <p>The Commission entered into certain agreements dated December 29, 2017, with McWilliams Electric Co. Inc. and with Volt Electric, Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-35-20 would approve the following Work Authorization Orders under the Quick Response Electrical Contract.</p> <p>Work Authorization Order No. 023: This work authorization is to McWilliams Electric Co. Inc., and the work completed prior to board approval. The work is at two remotely operated valve (ROV) vaults: 1. To mitigate water infiltrating conduits and junction boxes in the vault at ROV10A causing corrosion and damage to equipment. 2. To replace two junction boxes in the vault at ROV45A that are badly corroded and install a junction box in the ROV cabinet and replace all the 120V circuit wires between the breaker panel and where they connect in the vault. This is in preparation for DWC techs to complete the installation of a new split actuator in the vault.</p> <p>Approval of Resolution R-35-20 would approve Work Authorization Order: No. 023 to McWilliams Electric Co. Inc. for an estimated cost of \$9,891.00.</p>	
<p>MOTION: To adopt Resolution No. R-35-20.</p>	

DuPAGE WATER COMMISSION

RESOLUTION NO. R-35-20

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-8/17
AT THE SEPTEMBER 17, 2020, DuPAGE WATER COMMISSION MEETING

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

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

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

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

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

Resolution No. R-35-20

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 _____, 2020

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-8/17: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-8.023

LOCATIONS:

ROV45A, 8300 Roosevelt Rd, Forest Park
ROV10A, 600 E Butterfield Rd, Elmhurst

CONTRACTOR:

McWilliams Electric Co. Inc.

DESCRIPTION OF WORK:

ROV45A – Replace two junction boxes in vault, add a junction box in the cabinet and replace all 120VAC wiring between breaker panel and where they connect in vault.

ROV10A – Mitigate water infiltrating conduits and junction boxes in vault.

REASON FOR WORK:

ROV45A – Junction boxes badly corroded. Best to replace the wiring during the junction box replacement instead of splicing.

ROV10A – Water causing corrosion resulting in damage to components in vault.

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

RECEIVED

AUG 26 2020

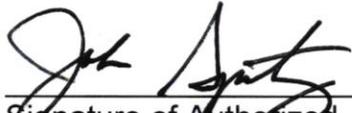
SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

See Attached

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

None

DUPAGE WATER COMMISSION

By: 
Signature of Authorized Representative

DATE: 8/20/2020

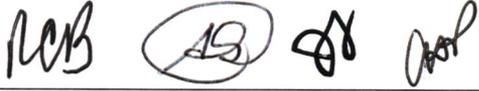
CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: 
Signature of Authorized Representative

Safety Rep: Jeremy McGlynn 630-308-8031
Name and 24-Hr Phone No.

DATE: 8-24-2020

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	<p>A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Greeley and Hansen</p> <p>Resolution No. R-36-20</p>	<p>APPROVAL</p> 	
<p>Account No.: 01-60-722200 - \$13,935.00</p> <p>On April 16, 2020, the Commission approved R-18-20, Task Order No. 3, with Greeley and Hansen for Study and Report on the Feasibility of Emergency Generation System Modifications at the DuPage Pumping Station at a cost not-to-exceed \$70,462.00.</p> <p>DWC Staff received a notice from the Illinois Environmental Protection Agency (IEPA) Bureau of Air Quality advising the Commission that several regulated air quality parameters have been revised where the Commission's stand-by electric generation facility could potentially be reclassified as a serious source of air pollution. As DWC Staff does not have the requisite expertise or experience in air quality permitting matters and the IEPA submittal is time sensitive, Staff would like to amend Task Order No. 3 to have Greeley and Hansen utilize their expertise and experience to guide Staff and provide the necessary technical information on the Commission's generator exhaust to enable Staff complete the IEPA submittal as well as apply for a potential waiver.</p> <p>Resolution No. R-36-20 would approve the First Amendment to Task Order No. 3 to the Master Contract with Greeley and Hansen for an additional \$13,935.00, making the Total Cost not-to exceed \$84,397.00.</p>			
<p>MOTION: To adopt Resolution No. R-36-20.</p>			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-36-20

A RESOLUTION APPROVING A FIRST AMENDMENT TO
TASK ORDER NO. 3 UNDER A MASTER CONTRACT
WITH GREELEY AND HANSEN

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with Greeley and Hansen (the "Consultant") to provide, from time to time, professional engineering services in connection with various projects of the Commission (the "Master Contract"); and

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

WHEREAS, pursuant to Resolution No. R-18-20, the Commission approved Task Order No. 3 to the Master Contract for Professional Engineering Services for the DuPage Water Commission; and

WHEREAS, the Commission and Consultant desire to amend Task Order No. 3 to the Master Contract to add costs incurred with IEPA Air Quality Permitting and increase the not-to-exceed cost of the services, the Board of Commissioners of the DuPage Water Commission hereby finding and determining, based upon the representations of Staff and Consultant that the circumstances said to necessitate the changes were not reasonably foreseeable at the time Task Order No. 3 was signed, the changes are germane to the Task Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and

WHEREAS, the Consultant has approved the First Amendment to Task Order No. 3 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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

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

SECTION TWO: The First Amendment to Task Order No. 3 attached hereto as Exhibit 1 shall be and hereby is approved.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2020.

Chairman

ATTEST:

Clerk

EXHIBIT 1

**FIRST AMENDMENT TO
TASK ORDER NO. 3**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Greeley and Hansen ("Consultant"), for Professional Engineering Services dated June 19, 2013 (the "Contract"), Owner and Consultant agree to amend, effective September 17, 2020, Task Order No. 3 to the DuPage Water Commission's Study and Report on the Feasibility of Emergency Generation System Modifications at the DuPage Pumping Station (Task Order No. 3) as follows:

1. Contract Price:

Section 8, entitled "Contract Price," of Task Order No. 3 shall be amended in its entirety so that said Section 8 shall hereafter be and read as follows:

"8. Contract Price:

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

Study and Report	\$70,462
<i>IEPA Permitting</i>	<u>\$13,935</u>
<i>Total (All Phases)</i>	<u>\$84,397</u>

Notwithstanding the foregoing, the total Contract Price shall be increased by \$13,935.00 to a total not to exceed sum of \$84,397.00. The contact price maybe adjusted by a Change Order issued pursuant to Section 2.1 of the Contract."

In all other respects, Task Order No. 3 to the Contract shall remain in full force and effect, and Task Order No. 3 to the Contract shall be binding on both parties as hereinabove amended.

DUPAGE WATER COMMISSION

BY: _____
John F. Spatz
General Manager

GREELEY AND HANSEN

BY: _____
Joe Dinkel, P.E.
Principle
Manager, MEPIC Group



GREELEY AND HANSEN

100 S. Wacker Drive, Suite 1400
Chicago, Illinois 60606
p 312 558 9000
f 312 558 1986
www.greeley-hansen.com

August 26, 2020

DuPage Water Commission
Mr. Chris Bostick
Facilities Construction Supervisor/Safety Coordinator
600 E. Butterfield Road
Elmhurst, IL 60126

Subject: Amendment No. 1 for Emergency Generation System Modifications Project Permitting

Dear Mr. Bostick:

The DuPage Water Commission requested additional scope be added to the Emergency Generation System Modifications Project that will be added via Amendment No. 1. The scope of work includes permitting of the recommended generation system modifications in response to IEPA's Requirement for Clean Air Permit Program (CAAPP) Permit as a Result of Reclassification of the Greater Chicago Metropolitan Area to Serious Nonattainment for Ozone Air Quality letter dated August 23, 2019. The additional scope of work includes development of the following permit submittal:

1. IEPA permit
2. Cover letter
3. Appendices that include the fee worksheet and permit checklist

The level of effort for this scope of work was initially estimated to be approximately \$20,000.00. After further discussion internally, the fee was reduced to \$13,935.00. See attached spreadsheet. This level of effort assumes 16 hours in order to respond to IEPA comments.

It has been a pleasure working with you. Should you have any questions, feel free to contact me.

Yours very truly,

Greeley and Hansen LLC

Tony Smurlo, P.E., BCEE
Project Manager

c: Dan Romza
Joe Dinkel

**DuPage Water Commission
 DuPage Pump Station Emergency Generation System Modifications
 Amendment No. 1 - Permitting
 Greeley and Hansen
 August 2020**

	Technical Advisor and QA/QC	Project Manager	Permitting	Permitting	Architectural	Structural	I&C	Mechanical	Electrical	Civil/Site	Total Hours
	Joe Dinkel	Tony Smurlo	Glen Johnson	Mike Lahey	Brent Sevcik	Jonathan Loo	Dan Roimza	Jorge Carvajal	Preston VanDeusen	Paul Hurley	
2020 Rate	\$100.00	\$70.64	\$84.00	\$36.00	\$51.30	\$62.00	\$72.02	\$80.28	\$58.98	\$38.00	
Consultant Multiplier	3.15	3.15	3.15	3.15	3.15	2.8	3.15	3.15	3.15	3.15	
Hourly Billing Rate 2020	\$315.00	\$222.52	\$264.60	\$113.40	\$161.60	\$173.60	\$226.86	\$189.88	\$185.79	\$119.70	
Project Total Hours	0	6	18	56	0	0	0	0	8	0	88
Project Total \$	\$0	\$1,335	\$4,763	\$6,350	\$0	\$0	\$0	\$0	\$1,486	\$0	13,935
% of project	0.0%	6.8%	20.5%	63.6%	0.0%	0.0%	0.0%	0.0%	9.1%	0.0%	
Task A - Study and Report Phase											
Task 0 - Kickoff Meeting and Site Visit											0
Task 1 - Generator Alternatives											0
Task 2 - Modifications to Existing Generator Building											0
Task 3 - Modifications to HVAC Systems											0
Task 4 - Permits		6	18	56					8		88
Task 5 - Draft Report and Opinion of Probable Cost											0
Task 6 - Review Meeting											0
Task 7 - Final Report											0
Total Hours	0	6	18	56	0	0	0	0	8	0	88
Subtotal Task 1	\$ -	\$ 1,335	\$ 4,763	\$ 6,350	\$ -	\$ -	\$ -	\$ -	\$ 1,486	\$ -	\$ 13,935
									Greeley and Hansen		\$ 13,935
									Greeley and Hansen ODCs		\$ -
									Amendment No. 1 Total		\$ 13,935

DATE: September 10, 2020

REQUEST FOR BOARD ACTION

AGENDA SECTION Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT Facilities Construction/Safety Coordinator
ITEM A Resolution Approving and Ratifying Certain Change Orders for a Contract for the Tank Site Improvements (Contract SS-9/19) at the September 17, 2020, DuPage Water Commission Meeting Resolution No. R-38-20	APPROVAL 
<p>Account Numbers: 01-60-761000 - \$20,921.00</p> <p>Resolution No. R-38-20 would approve the following Change Orders:</p> <p>Change Order No. 3 to Contract for the Tank Site Improvements (Contract SS-9/19)</p> <p>When excavating to the relocate fire hydrants scheduled to be relocated at both Tank Site Nos. 1 and 2, several of the valve flanges and bonnet bolts were found to be corroded through where water had been leaking below grade and failed to surface for an unknown length of time. This finding required full replacement of all bolts and nuts which had been in service for approximately 30 years.</p> <p>Approval of this Change Order would increase the net Contract Price by \$20,921.00 revising the Contract Price to \$1,390,555.00 for an aggregate 3.99% net increase in Contract Price for all approved Change Orders to date.</p> <p>Approval of this Change Order does not authorize or necessitate a decrease in the Contract Price that is 50% or more of the original Contract Price nor, based upon the Contractor's sworn certification, authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.</p>	
<p>MOTION: To approve Resolution No. R-38-20.</p>	

DuPAGE WATER COMMISSION

RESOLUTION NO. R-38-20

A RESOLUTION APPROVING AND RATIFYING
CERTAIN CONTRACT CHANGE ORDERS AT THE
SEPTEMBER 17, 2020 DuPAGE WATER COMMISSION MEETING

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2020.

Chairman

ATTEST:

Clerk

Exhibit 1

Resolution No. R-38-20

1. Change Order No. 3 to the Contract for the Construction of Tank Site Improvements (Contract SS-9/19) for a \$20,921.00 net increase in the Contract Price due to necessary additional work.

DUPAGE WATER COMMISSION
CHANGE ORDER

SHEET 1 OF 2

PROJECT NAME: TANK SITE/MS26B IMPROVEMENTS CHANGE ORDER NO. 3
LOCATION: DuPage County, Illinois CONTRACT NO. SS-9/19
CONTRACTOR: Rossi Contractors, Inc. DATE: September 17, 2020

I. A. DESCRIPTION OF CHANGES INVOLVED:

Repair of leaking valves at Tank Site Nos. 1 and 2

B. REASON FOR CHANGE:

When performing scheduled work, Staff found several corroded flange and valve bonnet bolts on tank drain line valves. The bolts were more than 30 years old which necessitated replacement of all bolts and nuts.

C. REVISION IN CONTRACT PRICE:

Negotiated price of \$20,921.00

II. CHANGE ORDER CONDITIONS:

1. The Contract Period established in the Contract, as signed or as modified by previous Change Orders, maintains the Contract Completion Date of September 9, 2020.
2. Any Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Work to be performed under this Change Order and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and the insurance coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$	<u>1,337,200.00</u>
2.	Net addition (reduction) due to all previous Change Orders	\$	<u>32,434.00</u>
3.	Contract Price, not including this Change Order	\$	<u>1,369,634.00</u>
4.	Addition to Contract Price due to this Change Order	\$	<u>20,921.00</u>
5.	Contract Price including this Change Order	\$	<u>1,390,555.00</u>

ACCEPTED: By my authorized signature below, being first duly sworn on oath, I certify on behalf of Contractor that this Change Order does not authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.

CONTRACTOR: Rossi Contractors, Inc.

By: _____ (_____)
Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

By: _____ (_____)
Signature of Authorized Representative Date

September 10, 2020

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering and Construction Committee	ORIGINATING DEPARTMENT	Pipeline
ITEM	A Resolution Approving and Ratifying A First Amendment to Task Order No. 12 under a Master Contract with AECOM Technical Services, Inc. at the September 17, 2020 DuPage Water Commission Meeting Resolution No. R-39-20	APPROVAL JB gr	 CAF
Account No: 01-60-751100 – additional cost not-to-exceed \$30,000.00			
<p>On November 21, 2019, the Commission approved R-47-19, Task Order No. 12, with AECOM Technical Services, Inc., for professional engineering services in connection with The Central Tri-State Reconstruction Project at a cost of \$31,232.57.</p> <p>Task Order No. 12 authorized AECOM Technical Services, Inc. to review Commission supplied pipe data and report on possible impacts to existing Commission facilities resulting from the Illinois State Toll Highway Authority's (ISTHA) Central Tri-State Widening Project. Within this Task Order, AECOM Technical Services, Inc. evaluated maximum construction-induced vibrations, recommended excavation limits, reviewed pipe design requirements, and provided a design memorandum.</p> <p>Since receiving the initial design memorandum, the Illinois State Toll Highway Authority has started to hold Pre-Construction Design Meetings for The Central Tri-State Reconstruction Project. They also are planning to submit additional Construction Submittal Packages which will need to be reviewed by DuPage Water Commission. Furthermore, The Toll Highway Authority has begun to reach out to DuPage Water Commission to clarify that the Tollway is not condemning any areas where DuPage Water Commission has easement rights.</p> <p>The First Amendment to Task Order No.12 would authorize AECOM Technical Services, Inc. to attend Pre-Construction Design Meetings, review Construction Submittal Packages, and validate easement rights.</p> <p>Resolution R-39-20 would approve the First Amendment to Task Order No. 12 to the Master Contract with AECOM Technical Services, Inc. for an additional \$30,000.00. Total cost of the project not-to-exceed \$61,302.00.</p>			
MOTION: To adopt Resolution No. R-39-20			

September 10, 2020

DuPAGE WATER COMMISSION

RESOLUTION NO. R-39-20

A RESOLUTION APPROVING AND RATIFYING
A FIRST AMENDMENT TO TASK ORDER NO. 12 UNDER A MASTER CONTRACT
WITH AECOM TECHNICAL SERVICES, INC. AT THE SEPTEMBER 17, 2020,
DuPAGE WATER COMMISSION MEETING

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 entered into a contract with AECOM Technical Services, Inc. (the "Consultant"), dated as of May 16, 2013, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the "Master Contract"); and

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

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

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

Resolution No. R-39-20

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

SECTION TWO: The First Amendment to Task Order No. 12 attached hereto as Exhibit 1 shall be and hereby is approved.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2020.

Chairman

ATTEST:

Clerk

EXHIBIT 1

**FIRST AMENDMENT TO
TASK ORDER NO. 12**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and AECOM Technical Services, Inc. ("Consultant"), for Professional Engineering Services dated May 16, 2013 (the "Contract"), Owner and Consultant agree to amend Task Order No. 12 to the Contract for Design Guidance of Commission Facilities as follows:

1. **Services of Consultant:**

Section 1, entitled "Services of Consultant," of Task Order No. 12 shall be and it hereby is amended to include the following additional work:

- AECOM will Provide Design Guidance of Commission Facilities Located Within the Limits of the ISTHA's Central Tri-State Reconstruction Project including:
 - Attend all Pre-Construction Design Meetings for The Central Tri-State Reconstruction Project on behalf of DuPage Water Commission.
 - Review the additional Construction Submittal Packages from the Illinois State Toll Highway Authority and submit a reviewal letter to the Toll Highway Authority.
 - Evaluate the project area easements, and clarify that the Tollway is not condemning any areas where DuPage Water Commission has easement rights.

2. **Contract Price:**

Section 8, entitled "Contract Price," of Task Order No. 12 shall be and it hereby is amended in its entirety so that Section 8 shall hereafter be and read as follows:

Contract Price:

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs 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.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$61,302.00, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract."

In all other respects, Task Order No. 12 to the Contract shall remain in full force and effect, and Task Order No. 12 to the Contract shall be binding on both parties as herein above amended.

Notwithstanding anything hereunder or in the Agreement, Consultant shall provide its services in a manner consistent with a standard provided by similar professionals, in a similar location, at a similar time. It is also understood that Consultant shall not be responsible for any means, methods, techniques, sequences and safety related to construction.

The Effective Date of this Task Order is _____, 2020.

DUPAGE WATER COMMISSION

By: _____
John Spatz
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jessica Bonnema
Title: Coordinating Engineer
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address: bonnema@dpwc.org
Phone: (630) 834-0100
Fax: (630) 834-0120

Consultant
By: _____

Name: Michael H. Winegard
Title: Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Michael H. Winegard
Title: Vice President
Address: 303 East Wacker Dr., Suite 1400, Chicago IL 60601
e-mail Address: mike.winegard@aecom.com
Phone: (312) 373-6631

Date: September 10, 2020

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Pipeline
ITEM	A Resolution Approving and Authorizing the Execution of Master Agreements with Corpro Companies, Inc. and EN Engineering LLC for Professional Engineering Services Resolution No. R-40-20	APPROVAL   	
Account Nos: 01-60-663200, 01-60-751200			
<p>Resolution No. R-40-20 would authorize the General Manager to enter into master agreements with Corpro Companies, Inc. and EN Engineering LLC for professional engineering services in connection with various projects as they arise. The Commission is looking to utilize Corpro Companies, Inc. and EN Engineering LLC to assist with the a newly implemented corrosion control monitoring program. The program would require engineering assistance with performing Test Point Surveys on the entire system and Close Interval Surveys on the steel mains every ten years. These master agreements would allow for the ease of administration between the Commission and the consultant to work under pre-agreed upon terms, conditions, and rates for such discrete projects described in task orders to be approved by the commission and consultant.</p>			
MOTION: To adopt Resolution No. R-40-20.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-40-20

A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF MASTER AGREEMENTS WITH CORRPRO COMPANIES, INC.
AND EN ENGINEERING LLC 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 Corrpro Companies, Inc. and EN Engineering LLC, desire 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: Master Agreements between the DuPage Water Commission and Corrpro Companies, Inc. and EN Engineering LLC for Professional Engineering

Resolution No. R-40-20

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 Agreements in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Master Agreements shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Master Agreements executed by Corpro Companies, Inc and EN Engineering LLC.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ____ DAY OF _____, 2020.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-40-20.docx

EXHIBIT 1

CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
CORRPRO COMPANIES, INC.
FOR
GENERAL ENGINEERING SERVICES FOR CATHODIC PROTECTION
FOR THE DuPAGE WATER COMMISSION

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	THE SERVICES 1
1.1	Performance of the Services..... 1
1.2	Commencement and Completion Dates 2
1.3	Required Submittals 2
1.4	Review and Incorporation of Contract Provisions 2
1.5	Financial and Technical Ability to Perform 2
1.6	Time..... 3
1.7	Consultant's Personnel and Subcontractors 3
1.8	Owner's Responsibilities..... 5
1.9	Owner's Right to Terminate or Suspend Services for Convenience 6
ARTICLE II	CHANGES AND DELAYS 7
2.1	Changes 7
2.2	Delays..... 7
2.3	No Constructive Change Orders..... 7
ARTICLE III	CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES 8
3.1	Standard of Care 8
3.2	Corrections 8
3.3	Risk of Loss 8
ARTICLE IV	FINANCIAL ASSURANCES 9
4.1	Insurance 9
4.2	Indemnification 9
ARTICLE V	PAYMENT 9
5.1	Contract Price 9
5.2	Taxes, Benefits and Royalties 9
5.3	Progress Payments 10
5.4	Final Acceptance and Final Payment..... 10
5.5	Deductions..... 11
5.6	Accounting 11
ARTICLE VI	REMEDIES 12
6.1	Owner's Remedies 12
6.2	Terminations and Suspensions Deemed for Convenience 12
ARTICLE VII	LEGAL RELATIONSHIPS AND REQUIREMENTS 13

7.1	Binding Effect.....	13
7.2	Relationship of the Parties.....	13
7.3	No Collusion/Prohibited Interests.....	13
7.4	Assignment.....	14
7.5	Confidential Information.....	14
7.6	No Waiver.....	14
7.7	No Third Party Beneficiaries.....	14
7.8	Notices.....	14
7.9	Governing Laws.....	15
7.10	Changes in Laws.....	15
7.11	Compliance with Laws and Grants.....	15
7.12	Documents.....	16
7.13	Time.....	16
7.14	Severability.....	16
7.15	Entire Agreement.....	17
7.16	Amendments.....	17

ATTACHMENT A – Supplemental Schedule of Contract Terms

ATTACHMENT B – Scope of Services

ATTACHMENT C – Submittal Schedule

ATTACHMENT D – Special Project Requirements

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

CONTRACT BETWEEN
DUPAGE WATER COMMISSION
AND
CORRPRO COMPANIES, 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 Corpro Companies, Inc., 845 W. Hawthorne Ln West Chicago, Illinois 60185, a Illinois corporation ("Consultant"), make this Contract as of the **[10]** day of **[September]**, 2020, 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.

4.3 Consequential Damages

NOTWITHSTANDING ANYTHING IN THIS CONTRACT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT INJURY, LOSS OR DAMAGE (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT OR ANTICIPATED PROFITS, LOSS OF REVENUE, LOSS OF USE, DOWNTIME COSTS, OR BUSINESS INTERRUPTION) WHATSOEVER RELATED TO, ARISING OUT OF, OR IN CONNECTION WITH THE SERVICES OR THE CONTRACT.

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

61 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.

62 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:

Corpro Companies, Inc.,
845 W. Hawthorne Ln
West Chicago, Illinois 60185

Attention: **[TBD]**

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: _____

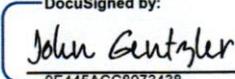
Clerk

General Manager

Attest/Witness:

Corrpro Companies, Inc.,

By: _____

By:  _____
0E445ACC8073438...

Name: _____

Name: John Gentzler

Title: _____

Title: Branch Manager II

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	\$ TDB
Task 2	\$ TDB
Task 3	\$ TDB

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

CONTRACT BETWEEN
DUPAGE WATER COMMISSION
AND
EN ENGINEERING, LLC
FOR
GENERAL ENGINEERING SERVICES FOR CATHODIC PROTECTION
FOR THE DUPAGE WATER COMMISSION

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE 1	THE SERVICES	1
1.1	Performance of the Services	1
1.2	Commencement and Completion Dates	2
1.3	Required Submittals	2
1.4	Review and Incorporation of Contract Provisions	2
1.5	Financial and Technical Ability to Perform	2
1.6	Time.....	3
1.7	Consultant's Personnel and Subcontractors	3
1.8	Owner's Responsibilities.....	5
1.9	Owner's Right to Terminate or Suspend Services for Convenience.....	6
ARTICLE II	CHANGES AND DELAYS	7
2.1	Changes	7
2.2	Delays.....	7
2.3	No Constructive Change Orders.....	7
ARTICLE III	CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES	8
3.1	Standard of Care	8
3.2	Corrections	8
3.3	Risk of Loss	8
ARTICLE IV	FINANCIAL ASSURANCES	9
4.1	Insurance.....	9
4.2	Indemnification	9
ARTICLE V	PAYMENT	9
5.1	Contract Price.....	9
5.2	Taxes, Benefits and Royalties	9
5.3	Progress Payments	10
5.4	Final Acceptance and Final Payment	10
5.5	Deductions.....	11
5.6	Accounting.....	11
ARTICLE VI	REMEDIES	12
6.1	Owner's Remedies	12
6.2	Terminations and Suspensions Deemed for Convenience.....	12

ARTICLE VII	LEGAL RELATIONSHIPS AND REQUIREMENTS	13
7.1	Binding Effect	13
7.2	Relationship of the Parties	13
7.3	No Collusion/Prohibited Interests.....	13
7.4	Assignment.....	14
7.5	Confidential Information.....	14
7.6	No Waiver.....	14
7.7	No Third Party Beneficiaries	14
7.8	Notices.....	14
7.9	Governing Laws.....	15
7.10	Changes in Laws	15
7.11	Compliance with Laws and Grants	15
7.12	Documents	16
7.13	Time.....	16
7.14	Severability	16
7.15	Entire Agreement.....	17
7.16	Amendments	17

ATTACHMENT A – Supplemental Schedule of Contract Terms

ATTACHMENT B – Scope of Services

ATTACHMENT C – Submittal Schedule

ATTACHMENT D – Special Project Requirements

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

CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
EN ENGINEERING, LLC
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 EN Engineering, LLC, 28100 Torch Parkway Warrenville, Illinois 60555, a Delaware limited liability company ("Consultant"), make this Contract as of the **[10]** day of **[September]**, 2020, 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 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. Consultant shall correct and fully remediate any errors and omissions in its Services. The representation herein expressed shall be in addition to

any other representations expressed in this Contract, or expressed or implied by applicable law.

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 that comprise its 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 or other third parties not under contract with or control of Consultant.

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 known or pending 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 or Owner shall be made or be valid against the other party.

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:

EN Engineering
28100 Torch Parkway
Warrenville, Illinois 60555

Attention: **Mitch Hulet, Chief Risk Officer**

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 and Consultant shall be held harmless from any claims or liability arising out of any such unanticipated use of Consultant's Services. At Owner's request, or upon termination of this Contract, the Documents shall be delivered promptly to Owner. Consultant shall have the right to retain copies of the Documents for its files. 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 construed 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.

7.17 Waiver of Damages

NEITHER OWNER NOR CONSULTANT SHALL BE LIABLE TO THE OTHER AND EACH RELEASES AND WAIVES ANY ENTITLEMENT TO SEEK OR COLLECT FROM THE OTHER ANY PUNITIVE, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, TORT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, BONDING, FINANCING, FUNDING, PRODUCTIVITY, EFFICIENCY OR USE.

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:

EN Engineering, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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	\$ TDB
Task 2	\$ TDB
Task 3	\$ TDB

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

DATE: September 10, 2020

REQUEST FOR BOARD ACTION

AGENDA SECTION New Business	ORIGINATING DEPARTMENT Pipeline
ITEM To Authorize Approval of Requisition No. 71456 to Kunes Country Ford of Antioch for The Purchase of One 2020 Ford Explorer in the Amount of \$25,415.00	APPROVAL  
<p>Account No. 01-60-686000 (\$25,415.00)</p> <p>The FY2020/2021 Annual Budget includes the purchase of one 2020 Ford Explorer to replace an existing 2011 Ford Escape Hybrid. This purchase is in accordance with the Commission's Vehicle Replacement Program memorandum of March 31, 2008; adopted as Commission policy at the regular Board meeting of May 8, 2008.</p> <p>Approval of Requisition Number 71456 would authorize the purchase of one 2020 Ford Explorer to Kunes Country Ford of Antioch the amount of \$25,415.00 under Contract #191 of the Suburban Purchasing Cooperative (SPC) - Joint Purchasing Program. The 2011 Ford Escape will be sold at auction at a later date.</p>	
MOTION: To authorize approval of requisition No. 71456 to Kunes Country Ford of Antioch for the purchase of one 2020 Ford Explorer in the amount of \$25,415.00.	

REQUEST FOR BOARD ACTION

AGENDA SECTION Engineering & Construction Committee	ORIGINATING DEPARTMENT Operations
ITEM Authorization For the Purchase of one (1) new Industrial Fork Truck, Charging Unit and Training at an estimated cost of \$44,200.00	APPROVAL 
<p>Account No: 01-60-686000</p> <p>Ordinance O-1-20, adopted by the Board at the April 16, 2020 Commission meeting, approved a Management Budget for Fiscal Year 2020-2021 which included the purchase of an Industrial Fork Truck in the budgeted amount of \$50,000.00.</p> <p>The DuPage Water Commission currently owns one (1) 1992 Yale Industrial Fork Truck and battery charging unit. The fork truck is rated for 3,000 lbs., has approximately 550 hours and is primarily used for receiving supplies and equipment. To best suit the Commission's shipping and receiving needs, staff recommends the purchase of a new higher load capacity fork truck.</p> <p>Staff determined that the proposed Industrial Fork Truck must have the ability to: be operated by one person; be within a certain size and weight range; be operated safely outdoors and indoors, and would have the capability of not only receiving deliveries up to 5,000 lbs., but also used to assist in maintenance routines when necessary throughout the pump station.</p> <p>Based upon staff review, utilizing the General Services Administration (GSA) Purchasing Contract #GS-07F-202CA from Federal Contracts Corporation for the purchase of one (1) new Crown Industrial Fork Truck and charging unit would be to the best interest of the Commission.</p> <p>The existing 1992 Yale Industrial Fork Truck and battery charging unit would be relocated to the Vehicle/Storage Building located behind the Pump Station's Reservoirs. The Commission receives occasional deliveries at this location and has no means to safely receive such deliveries.</p> <p>This request would authorize the purchase of one (1) Crown Industrial Fork Truck, Battery Charging Unit and Training utilizing the GSA Purchasing Contract #GS-07F-202CA at an estimated cost of \$44,200.00.</p>	
<p>MOTION: To authorize the purchase of one (1) new Industrial Fork Truck, Charging Unit and Training at an estimated cost of \$44,200.00</p>	



DuPage Water Commission

MEMORANDUM

TO: John Spatz, General Manager

FROM: Cheryl Peterson, Financial Administrator *CP* *JP*

DATE: September 8, 2020

SUBJECT: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the September 17, 2020 Commission meeting:

August 7, 2020 to September 8, 2020 A/P Report	\$13,019,453.79
Accrued and estimated payments required before October 2020 Commission meeting	<u>2,994,125.00</u>
Total	<u>\$16,013,578.79</u>

cc: Chairman and Commissioners



DuPage Water Commission

Board Open Payable Report

As Of 09/08/2020

Summarized by Payable Account

Payable Number	Description	Post Date	Payable Amount	Net Amount
Payable Account: 01-211000 - ACCOUNTS PAYABLE				
Vendor: 2299 W1329570 W1333468	AL Warren Oil Company Inc. Fuel Delivery: 8/10/20 Fuel Delivery: 8/27/20	08/13/2020 08/31/2020	1,388.17 1,373.90	Payable Count: (2) 2,762.07 1,388.17 1,373.90
Vendor: 2228 PM600291797	Altorfer Industries, Inc. Service Call to Troubleshoot Fuel Level Reading	08/31/2020	442.85	Payable Count: (1) 442.85
Vendor: 1306 2020B	AMWA 2nd Half of Dues (January 1 - December 31)	08/20/2020	5,559.00	Payable Count: (1) 5,559.00
Vendor: 1052 3558351	ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC. Agency Contract Fee	08/20/2020	29,500.00	Payable Count: (1) 29,500.00
Vendor: 2301 1628 1629	Back Municipal Consulting CIPP Training - Bonnema PACP/MACP/LACP Training: Bonnema	08/26/2020 08/26/2020	1,095.00 1,000.00	Payable Count: (2) 2,095.00 1,095.00 1,000.00
Vendor: 1017 P30599106	BATTERIES PLUS Battery Replacement M212723	09/08/2020	251.95	Payable Count: (1) 251.95
Vendor: 2283 INV0004713	BMO HARRIS CREDIT CARD August 2020 Combined: Spatz & Johnson	08/31/2020	5,073.08	Payable Count: (1) 5,073.08
Vendor: 1692 B61924	BRIDGEPOINT TECHNOLOGIES Consulting Services: Adding Captcha to Website	08/26/2020	708.00	Payable Count: (1) 708.00
Vendor: 1332 806004703	CASSIDY TIRE & SERVICE Tire Replacement M63637	09/08/2020	549.76	Payable Count: (1) 549.76
Vendor: 1135 INV0004716	CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION WATER BILLING: August 2020	08/31/2020	12,949,520.72	Payable Count: (1) 12,949,520.72
Vendor: 1240 886173	DOOR SYSTEMS, INC. Delivery Bay Overhead Door Repairs	08/31/2020	383.00	Payable Count: (1) 383.00
Vendor: 1276 QUO1263	EBAC INDUSTRIAL PRODUCTS, INC. Replacement Dehumidifiers & Controller	08/18/2020	5,070.92	Payable Count: (1) 5,070.92
Vendor: 1035 239652	Great Lakes Concrete, LLC Manhole Concrete Adjusting Rings	08/25/2020	673.94	Payable Count: (1) 673.94
Vendor: 1068 12079415	HACH COMPANY PH Analyzer	08/25/2020	1,172.91	Payable Count: (1) 1,172.91
Vendor: 1368 INV0004690	HECTOR VILLEGAS Music in America Training Class Reimb	08/26/2020	447.00	Payable Count: (1) 447.00
Vendor: 1054 35698	MCMMASTER-CARR SUPPLY COMPANY Retaining Rings	08/25/2020	19.30	Payable Count: (1) 19.30
Vendor: 1194 RTN037198	MK BATTERY Freight Credit	08/18/2020	-137.29	Payable Count: (1) -137.29
Vendor: 2189 INV0004699	NCPERS Group Life Ins. NCPERS - IMRF 6641	09/04/2020	66.42	Payable Count: (1) 66.42
Vendor: 1373 4515346	NEUCO INC. Current Sensors for Chilled Water Pumps	08/25/2020	158.86	Payable Count: (1) 158.86

Board Open Payable Report

As Of 09/08/2020

Payable Number	Description	Post Date	Payable Amount		Net Amount
Vendor: 1110	NEWARK ELEMENT14			Payable Count: (2)	445.69
33000758	Misc IRF and IT Supplies	08/25/2020	261.54		261.54
33016472	Parts for CL2 RTU Interface to New Equipment	08/31/2020	184.15		184.15
Vendor: 1395	OFFICE DEPOT			Payable Count: (1)	373.94
116543889001	Office Supplies	08/31/2020	373.94		373.94
Vendor: 2279	PETER RIZZO			Payable Count: (1)	235.00
INV0004679	Local 399 Chief Engineer Class - Reimb	08/20/2020	235.00		235.00
Vendor: 1121	SPI ENERGY GROUP			Payable Count: (1)	390.00
INV0004714	Electrical Consulting Services: August 2020	08/31/2020	390.00		390.00
Vendor: 1080	TYLER TECHNOLOGIES, INC			Payable Count: (1)	9,383.94
025-303986	Maintenance: 9/1/20-8/31/21	08/31/2020	9,383.94		9,383.94
Vendor: 2211	Volt Electric, Inc.			Payable Count: (2)	2,641.06
8107	QRE-8.019 Electrical Repairs at ROV21B	08/31/2020	285.88		285.88
8146	QRE-8.019 Electrical Repairs at ROV21B	08/31/2020	2,355.18		2,355.18
Vendor: 2096	William A. Fates			Payable Count: (1)	1,666.67
INV0004712	Service as Treasurer: September 2020	09/01/2020	1,666.67		1,666.67
Payable Account 01-211000				Payable Count: (30)	Total: 13,019,453.79

Payable Account Summary

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	30	13,019,453.79
Report Total:	30	13,019,453.79

Payable Fund Summary

Fund	Count	Amount
01 - WATER FUND	30	13,019,453.79
Report Total:	30	13,019,453.79

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 10-15-20
Board Meeting Date: September 17, 2020

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
55,000.00	Blue Cross Blue Shield - Health Insurance			
7,000.00	Euclid Managers - Dental Insurance			
10,000.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
300.00	Healthiest You			
150.00	NCPERS - IMRF			
20,000.00	ComEd - Utility Charges			
300,000.00	Constellation (Exelon Energy) - Utility Charges			
180,000.00	City of Chicago - Lexington. Electric			
35,000.00	City of Chicago - Lexington Labor Costs			
35,000.00	City of Chicago - Repairs & Maintenance			
2,000.00	City of Naperville -Meter Station Electric Bills			
15,000.00	Nicor - Gas			
350.00	Comcast - Internet Service			
3,000.00	AT & T - Telephone Charges			
3,000.00	AT & T - Scada Backhaul Network/IP Flex			
1,000.00	Fed - Ex - Postage/Delivery			
5,000.00	Procurement Card Charges			
200.00	Anderson - Pest Control			
400.00	Republic Services - Disposal Services			
300.00	Aramark - Supplies			
400.00	Cintas- Supplies			
200.00	Elecsys - Cell Data Services			
2,000.00	Gas Depot - Fuel			
1,500.00	Konica Minolta - Copy and Lease Charges			
2,000.00	Multisystem Management - Cleaning Services			
300.00	Onyx - Supplies			
625.00	Pitney Bowes - Postage			
8,000.00	Grainger - Supplies for Operations			
2,500.00	Verizon - Wireless Service			
300.00	Verizon Connect - Diagnostics			
50.00	City of Aurora - Microbial Analysis			
50.00	Bridgepoint - Hosting Services			
1,700.00	William Fates - Treasurer			
5,000.00	Baker Tilly			
15,000.00	Schirott, Luetkehans & Garner, LLC			
1,500.00	Rory Group			
7,000.00	IT Savvy - Network Support			
200.00	Edward Coughlin/Ken Ladin - Security			

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 10-15-20
Board Meeting Date: September 17, 2020

600.00 Red Wing - Uniforms

50.00 Elmhurst Occupational Health - New employee

500.00 Elmhurst Standard Plaza - Vehicle Maintenance

200.00 Sooper Lube - Vehicle Maintenance

1,500.00 Storino Ramello & Durkin

500.00 Local 399 Training courses

26,000.00 Altorfer - Caterpillar PM Service w/ oil change for Generators

13,000.00 AL Warren Oil Co - 2021 Fuel Purchases

6,000.00 Atomic Mechanical Services - VFD Replacement on AHU 1

1,200.00 Automatic Control Services - Programming to Change Graphics

4,000.00 Beary - Landscaping Services

38,000.00 Carollo - SCADA Replacement Project Invoice #9

200.00 Certified Fleet Services - License Plate Cables

800.00 Certified Fleet Services - Repairs to Ford F-350

3,400.00 Christopher Burke - Tanksite Pump/CL2/EGEN Invoice 160587

1,500.00 Cintas - Supplies

6,000.00 EBAC - Replacement Dehumidifiers and Controller

10,000.00 ESRI - Annual Maintenance

2,700.00 GE MDS - SCADA SD9 Radio Repairs

2,100.00 Hach - Monthly Chemicals

1,000.00 HSQ - Upgrade RTU Processor

1,500.00 Joliet Junior College - Electrical Safety Classes - Rizzo

1,000.00 Lauterbach & Amen - OPEB Report

500.00 Lesman - Float Switches

500.00 Michael Schweizer - Consulting

200.00 Municipal Emergency Services - Annual Calibr/Certif

700.00 Office Depot - Supplies

1,200.00 Performance Battery - Battery Maintenance

400.00 Quality Backflow - Testing

300.00 Primus Electronics - Kits for Antenna Systems

900.00 Program One - Window Cleaning

300.00 Redwing - Rodriguez

200.00 Regional Truck Equipment - Floor Mats

600.00 Road Safe - Traffic Control Devices

400.00 Saf-T-Gard - Annual Testing of Dielectric Boots

1,500.00 SET - Disposal of unused concentrate and switches

350.00 Specialty Mat - Mat Service

500.00 Staples - Office Supplies

3,400.00 USA Bluebook - Hoses and pumps for dewatering

200.00 Sterling Direct

600,000.00 John Neri - QR-11 Leak Repairs

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 10-15-20
Board Meeting Date: September 17, 2020

27,000.00	Kunes Ford - Ford Explorer
500,000.00	Rossi Contractors - QR-11 Maintenance & Repairs
4,000.00	Greeley & Hansen - Disinfection Facility
40,000.00	Greeley & Hansen - EGEN Facility Study
5,000.00	Strand - Standpipe/MS26B Rehab
10,000.00	CB Burke - Tank Site Study
500,000.00	Rossi - SS-9 Standpipe/MS26B Rehab
200,000.00	IMI - PSD-8 Disinfection Facility
20,000.00	Esscoe - Fire Alarm System
100,000.00	Altorfer - Generator Service
5,000.00	Schneider - HVAC Control Parts & Service
15,000.00	SET Environmental
30,000.00	AECOM - Bypass Project
6,000.00	Badger - Bypass Project
22,000.00	AECOM - Tollway Project
45,000.00	Federal Contracts Corp - Forklift
10,000.00	AECOM - Emergency Response Plan

2,994,125.00



DuPage Water Commission

MEMORANDUM

TO: Chairman Zay and Commissioners

FROM: John F. Spatz
General Manager 

DATE: September 10, 2020

SUBJECT: July 2020 Invoice

I reviewed the Schirott, Luetkehans & Garner LLC invoice for services rendered during the period July 1, 2020 – July 31, 2020 and recommend it for approval. This invoice should be placed on the September 17, 2020 Commission meeting accounts payable.

July 2020

Luetkehans Brady Garner & Armstrong

<u>Handling Attorney</u>	<u>FEES</u>	<u>HOURS BILLED</u>	<u>HOURLY RATE</u>	<u>MAJOR ACTIVITIES</u>
P. Luetkehans	\$980.00	4.9	\$200.00	various (meetings, review agreements, correspondence, contracts)
B. Garner	\$1,280.00	6.4		
B. Armstrong	\$560.00	2.8		
Misc:	\$0.00			
<u>Total:</u>	<u>\$2,820.00</u>	<u>14.1</u>	<u>\$200.00</u>	

