



DuPage Water Commission

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

AGENDA

DUPAGE WATER COMMISSION

THURSDAY, AUGUST 19, 2021
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 June 17, 2021 Regular Meeting of the DuPage Water Commission (Voice Vote).

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

RECOMMENDED MOTION: To accept the June and July 2021 Treasurer's Reports (Voice Vote).

- VI. Committee Reports
 - A. Finance Committee
 1. Report of 8/19/21 Finance Committee
 2. The 2021 Annual Audit Report

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

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

RECOMMENDED MOTION: To accept the draft audit report for the fiscal year ending April 30, 2021, to direct the auditors to print the final report, and to direct staff to distribute the FY2021 audit report to the Commission's customers and other interested parties (Roll Call)

3. Actions on Other Items Listed on 8/19/21 Finance Committee Agenda

B. Administration Committee

1. Report of 8/19/21 Administration Committee
2. Resolution No. R-35-21: A Resolution Suspending Purchasing Procedures and Approving Requisition 72864 for Document Conversion Services and an Enterprise Content Management Solution from **Datamation Imaging Services** at the August 19, 2021 DuPage Water Commission Meeting **(in an estimated amount of \$145,261.00)**

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

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

3. Resolution No. R-38-21: Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission because these assets are no longer useful to the Commission **(no cost)**

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

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

4. Actions on Other Items Listed on 8/19/21 Administration Committee Agenda

C. Engineering & Construction Committee

1. Report of 8/19/21 Engineering & Construction Committee
2. Resolution No. R-30-21: A Resolution Approving and Ratifying Certain Work Authorization Orders under Quick Response Contract QR-1/17at the August 19, 2021 DuPage Water Commission Meeting **(Rossi Contractors, Inc. in an estimated amount of \$58,701.61)**

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

3. Resolution No. R-31-21: A Resolution Approving and Ratifying Certain Change Orders for a Contract for the Valve Assessment Program (Contract VAP-1/21) at the August 19, 2021, DuPage Water Commission Meeting **(contract time completion extension – 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)

4. Resolution No. R-32-21: A Resolution Approving and Authorizing the Execution of Master Agreement with DeLasCasas CP, LLC for Professional Engineering Services at the August 19, 2021, DuPage Water Commission Meeting **(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)

5. Resolution No. R-33-21: A Resolution Approving and Ratifying Certain Work Authorization Orders under Quick Response Contract QR 12/21 at the August 19, 2021 DuPage Water Commission Meeting **(Work Authorization Order No. 4 to Rossi Contractors, Inc. in the estimated cost of \$70,640.00)**

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

6. Resolution No. R-34-21: A Resolution Approving and Ratifying Certain Work Authorization Orders under Quick Response Contract QR-12/21 at the August 19, 2021, DuPage Water Commission Meeting **(Work Authorization Order Nos. 1 and 2 to Benchmark Construction Co., Inc., at an estimated total cost of \$8,000)**

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

7. Resolution No. R-36-21: A Resolution Approving and Authorizing the Execution of a Master Agreement with Northern Inspection Services, LLC for Professional Engineering Services at the August 19, 2021 DuPage Water Commission Meeting **(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. Resolution No. R-37-21: A Resolution Suspending the Purchasing Procedures and Approving Requisition 72882 for the Development of a New AT&T Fiber Line at the August 19, 2021 DuPage Water Commission Meeting **(AT&T Fiber 1Gb Access in the estimated about of \$27,509.32)**

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

9. Resolution No. R-39-21: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Strand Associates at the August 19, 2021 DuPage Water Commission Meeting **(Task Order No. 3 to Strand Associates for an increase not-to exceed amount of \$48,000)**

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

10. Resolution No, R-40-21: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 at the August 19, 2021, DuPage Water Commission Meeting **(Rossi Contractors, inc., at an estimated cost of \$21,500.00)**

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

11. Resolution No. R-41-21: A Resolution Suspending Purchasing Procedures and Approving Requisition 72898 for Removal of Downed Trees at Tank Site 4 due to June 20, 2021 tornado storm at the August 19, 2021 DuPage Water Commission Meeting **(Beary Landscaping in an amount not-to-exceed \$52,000.00)**

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

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

12. Resolution No. R-42-21: A Resolution Approving a 12-Month Contract Time Extension for Heavy Machinery and Equipment Rigging Transportation and Installation Service **(Mecon Industries Inc. no cost)**

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

13. Request for Board Action: To Approve Requisition No. 72846 to **Currie Motors Frankfort** for the Purchase of one 2022 Ford F350 Service Truck **in the amount of \$74,558.00**

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

RECOMMENDED MOTION: To adopt item numbers 2 through 13 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).

14. Actions on Other Items Listed on 8/19/21 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 \$11,419,095.88 (June 2021), disbursements made with concurrence of Commission's Chairman) and \$11,487,381.62 (July 2021) subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$1,435,830.00 (June 2021), disbursements made with concurrence of Commission's Chairman) and \$1,347,445.00 (July) subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

VIII. Chairman's Report

IX. Omnibus Vote Requiring Majority Vote

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

XI. Old Business

XII. New Business

XIII. Executive Session

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

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

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

XIV. Adjournment

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

**MINUTES OF A MEETING OF THE
DuPAGE WATER COMMISSION
HELD ON THURSDAY, JUNE 17, 2021
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 6:00 P.M.

Commissioners in attendance in person: P. Gustin, J. Healy, D. Novotny, J. Pruy, and J. Zay

Commissioners in attendance via Webex: D. Bouckaert, J. Broda, and K. Rush

Commissioners Absent: J. Fennell, R. Gans, D. Russo, F. Saverino, and P. Suess

Also in attendance in person: J. Spatz, C. Johnson, C. Peterson, and P. Luetkehans of Luetkehans, Brady, Garner & Armstrong LLC.

Also in attendance via Webex: W. Fates, D. Panaszek, D. Cuvalo, J. Rodriguez, C. Bostick, J. Schori, A. Stark, and J. Bonnema

Chairman Zay read the following prepared statement:

“Pursuant to the Illinois Attorney General Guidance to Public Bodies on the Open Meetings Act during the COVID-19 Pandemic dated July 2, 2020 members may participate without being physically present in compliance with the established provisions.”

MOTION TO CONDUCT MEETING

Commissioner Healy moved to allow the members of the Commission Board to conduct the meeting via remotely. Seconded by Commissioner Gustin and unanimously approved by a Roll Call Vote.

Ayes: D. Bouckaert, J. Broda, P. Gustin, J. Healy, D. Novotny, J. Pruy, K. Rush, and J. Zay

Nays: None

Absent: J. Fennell, R. Gans, D. Russo, F. Saverino, and P. Suess

PUBLIC COMMENT

Commission employee Alan Stark, present at Elmhurst City Hall, 290 N. York Street, Elmhurst, IL. 60126, confirmed that no one from the public had signed up for public comment.

APPROVAL OF MINUTES

Commissioner Healy moved to approve the Minutes of the May 20, 2021, Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Rush and unanimously approved by a Roll Call Vote.

Ayes: D. Bouckaert, J. Broda, P. Gustin, J. Healy, D. Novotny, J. Pruy, K. Rush, and J. Zay

Nays: None

Absent: J. Fennell, R. Gans, D. Russo, F. Saverino, and P. Sues

TREASURER’S REPORT

Treasurer Fates presented the May 2021 Treasurer’s Report consisting of 13 pages with pages 1 and 2 containing a brief summary of the report.

Treasurer Fates pointed out the \$209.5 million of cash and investments on page 4, which reflected a decrease of about 1.3 million from the previous month. Treasurer Fates also pointed out the schedule of investments on pages 5 through 11 totaling \$177.1 million and the market yield on the total portfolio showed 1.10% which had decreased from the prior month. On page 12, the statement of cash flows showed a decrease in cash and investments by about \$1.3 million and operating activities decreased by approximately \$1.4 million. On page 13, the monthly cash/operating report showed that the Commission has met all recommended reserve balances.

Commissioner Pruy moved to accept the May 2021 Treasurer’s Report. Seconded by Commissioner Gustin and unanimously approved by a Roll Call Vote.

Ayes: D. Bouckaert, J. Broda, P. Gustin, J. Healy, D. Novotny, J. Pruy, K. Rush, and J. Zay

Nays: None

Absent: J. Fennell, R. Gans, D. Russo, F. Saverino, and P. Sues

COMMITTEE REPORTS

Finance Committee – Meeting Cancelled

No report.

Administration Committee – Meeting Cancelled

Commissioner Healy moved to adopt item number 2 under the Administration Report section of the Agenda pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Gustin and unanimously approved by a Roll Call Vote.

Minutes of the 6/17/2021 Commission Meeting

Ayes: D. Bouckaert, J. Broda, P. Gustin, J. Healy, D. Novotny, J. Pruyn, K. Rush, and J. Zay

Nays: None

Absent: J. Fennell, R. Gans, D. Russo, F. Saverino, and P. Suess

Item 2: Resolution No. R-29-21: A Resolution Reviewing/Releasing Certain Executive Session Meeting Minutes at the June 17, 2021, DuPage Water Commission Meeting

Engineering & Construction Committee – Meeting Cancelled

Commissioner Novotny reported that the Engineering Committee did not have a meeting, but that there were several items for consideration. After providing a brief summary, Commissioner Novotny moved to adopt item numbers 2 through 8 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Healy and unanimously approved by a Roll Call Vote.

Ayes: D. Bouckaert, J. Broda, P. Gustin, J. Healy, D. Novotny, J. Pruyn, K. Rush, and J. Zay

Nays: None

Absent: J. Fennell, R. Gans, D. Russo, F. Saverino, and P. Suess

Item 2: Resolution No. R-23-21: A Resolution Awarding Quick Response Contract (Contract QR-12/21) (John Neri Construction Co. Inc., Rossi Contractors Inc., and Benchmark Construction Co. Inc., costs are per unit price)

Item 3: Resolution No. R-24-21: A Resolution Suspending Purchasing Procedures and Approving Requisition 72570 for the Upgrade the Commission's SCADA System by HSQ Technology at the June 17, 2021, DuPage Water Commission Meeting (HSQ Technology in the amount of \$194,277.50)

Item 4: Resolution No. R-25-21: A Resolution Approving and Ratifying Certain Work Authorization Orders under Quick Response Electrical Contract QRE-9/20 at the June 17, 2021, DuPage Water Commission Meeting (FSG Inc., at an estimated cost of \$5,670.00)

Item 5: Resolution No. R-26-21: A Resolution Approving and Ratifying Certain Work Authorization Orders under Quick Response Electrical Contract QRE-9/20 at the June 17, 2021, DuPage Water Commission Meeting (FSG, Inc. at an estimated cost of \$179,295.00)

- Item 6: Resolution No. R-27-21: A Resolution Approving and Ratifying Certain Work Authorization Orders under Quick Response Electrical Contract QRE-9/20 at the June 17, 2021, DuPage Water Commission Meeting (Courtesy Electric Inc., at an estimated cost of \$36,000.00)
- Item 7: Resolution No. R-28-21: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with EN Engineering, LLC at the June 17, 2021, DuPage Water Commission Meeting (EN Engineering, LLC in an amount not to exceed \$25,000.00)
- Item 8: Request for Board Action: To Approve Requisition No. 72511 to Kunes Country Ford of Antioch for the Purchase of one 2021 Ford Explorer in the amount of \$34,773.00

ACCOUNTS PAYABLE

Commissioner Rush moved to approve the Accounts Payable in the amount of \$9,814,695.39 subject to submission of all contractually required documentation, for invoices that have been received and to approve the Accounts Payable in the amount of \$2,347,085.00 subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated. Seconded by Commissioner Healy and unanimously approved by a Roll Call Vote.

Ayes: D. Bouckaert, J. Broda, P. Gustin, J. Healy, D. Novotny, J. Pruy, K. Rush, and J. Zay

Nays: None

Absent: J. Fennell, R. Gans, D. Russo, F. Saverino, and P. Sues

CHAIRMAN'S REPORT

Chairman Zay informed Board members that his oldest son, currently a student at North Park University studying Mechanical Engineering, had applied for a summer internship with the Commission which began earlier this month. General Manager Spatz added that the Commission had received applications from 4 students regarding a summer internship; two were hired and two decided to seek other opportunities.

OMNIBUS VOTE REQUIRING MAJORITY VOTE

None

OMNIBUS VOTE REQUIRING SUPER-MAJORITY OR SPECIAL MAJORITY VOTE

None

OLD BUSINESS

General Manager Spatz referred back to the May meeting in which he discussed updating the Commission's website. With that said, he then presented a brief preview of the new website noting that it should be ready in a couple months and asked the Commissioners to email staff with any suggestions.

With the ongoing concerns of surging cyberattacks, both Chairman Zay and General Manager Spatz reassured Board members that the Commission had implemented safeguards about 3 years ago by hiring FireEye which is one of the top cybersecurity firms to monitor the Commission's system 24/7.

NEW BUSINESS

None

EXECUTIVE SESSION

None

Commissioner Gustin moved to adjourn the meeting at 6:24 P.M. Seconded by Commissioner Broda and unanimously approved by a Roll Call Vote:

Ayes: D. Bouckaert, J. Broda, P. Gustin, J. Healy, D. Novotny, J. Pruyn, K. Rush, and J. Zay

Nays: None

Absent: J. Fennell, R. Gans, D. Russo, F. Saverino, and P. Suess

DUPAGE WATER COMMISSION INTEROFFICE MEMORANDUM

TO: Chairman and Commissioners
FROM: Bill Fates, Treasurer
DATE: July 8, 2021
SUBJECT: TREASURER'S REPORT – June 30, 2021

I am pleased to report that I have reviewed and approved all journal entries and bank reconciliations for the month of June. 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 \$211.2 million on June 30th, an increase of \$1.7 million compared to the previous month.
2. The balance in the BMO Harris checking account was \$33.9 million on June 30th, up \$1.5 million compared to the \$32.4 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 June, the IIIT money market accounts decreased by \$1.9 million from the prior month.
5. In June, our holdings of U.S. Treasury investments and municipal bonds increased by \$1.5 million and \$0.5 million, respectively. U.S. Agency investments decreased by \$0.4 million during the month.
6. The current holdings of cash and investments are in compliance with the approved investment policy.
7. For the two months ended June 30, 2021, the Commission's cash and investments increased a total of \$0.5 million.
 - The Operating & Maintenance Account decreased by \$45,000 for an ending balance of \$36.6 million.
 - The General Account increased by approximately \$1,300 for an ending balance of \$13.9 million.
 - The Sales Tax Account remained unchanged at \$291.
 - The Operating Reserve Account increased by approximately \$215,000 for a balance of \$72.5 million.

- The Capital Reserve Fund increased by about approximately \$139,000 for a balance of \$66.1 million.
- The Long-Term Capital Reserve Account increased by approximately \$58,000 for a balance of \$22.2 million.

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

Cash and Investments by Account

Account	Balance 4/30/2021	Balance 06/30/2021	Increase (Decrease)
Operations & Maintenance	\$36,535,808	\$36,580,998	\$45,190
General Account	13,879,929	13,881,247	1,318
Sales Tax	291	291	0
Operating Reserve	72,317,590	72,532,646	215,056
Capital Reserve	65,928,010	66,067,401	139,391
Long-Term Cap. Reserve	22,118,719	22,176,863	58,144
Total Cash & Investments	\$210,780,347	\$211,239,446	\$459,099

Schedule of Investments (Pages 5-11)

1. The average yield to maturity on the Commission's investments was 1.07%, down from the prior month average yield to maturity of 1.10%.
2. The portfolio ended the month of Jun 2021 with \$1.9 million of unrealized gains, compared to \$2.3 million in unrealized gains at April 30, 2021.
3. The amortized cost of our investments was \$177.4 million at June 30th.

Statement of Cash Flows (Page 12)

1. The statement of cash flows shows a breakdown of the \$\$459,099 increase in cash and investments for the fiscal year.
2. Operating activities increased cash by approximately \$0.4 million as of the end of June 2021.
3. The decrease in Loans Receivable, primarily related to Bartlett activity, increased cash by approximately \$72,000.
4. Capital Assets purchased were \$0.4 million.
5. Cash flow from investment activity generated \$435,000 of income.

Reserve Analysis (Page 13)

4. The reserve analysis report shows the Commission has met all recommended reserve balances on June 30th.
5. The Operating and Maintenance Account was \$36.6 million which is a balance currently sufficient to cover an estimated 95 days of normal operation and maintenance costs.
6. The Operating Reserve account was \$72.5 million which is approximately 189 days, this amount meets the minimum balance per the reserve policy.

Respectfully submitted,



Bill Fates, CFA
Treasurer

DU PAGE WATER COMMISSION
 TREASURER'S REPORT
 SUMMARY OF CASH AND INVESTMENTS
 June 30, 2021

FUNDS CONSIST OF:	June 30, 2021	May 31, 2021	INCR. - (DECR.)
PETTY CASH	1,300.00	1,300.00	0.00
CASH AT HARRIS BANK	33,877,213.80	32,427,589.58	1,449,624.22
TOTAL CASH	33,878,513.80	32,428,889.58	1,449,624.22
IIIT MONEY MARKET FUNDS	10,090,568.18	11,954,506.34	(1,863,938.16)
BMO HARRIS MONEY MARKET FUNDS	2,702,483.76	2,702,084.00	399.76
U. S. TREASURY INVESTMENTS	70,270,629.95	68,772,922.16	1,497,707.79
U. S. AGENCY INVESTMENTS	47,261,770.64	47,630,392.97	(368,622.33)
MUNICIPAL BONDS	14,052,622.36	13,514,716.71	537,905.65
COMMERCIAL PAPER	3,998,478.89	3,997,895.56	583.33
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG CERTIFICATES OF DEPOSIT	28,984,378.09 0.00	28,493,038.75 0.00	491,339.34 0.00
TOTAL INVESTMENTS	177,360,931.87	177,065,556.49	295,375.38
TOTAL CASH AND INVESTMENTS	211,239,445.67	209,494,446.07	1,744,999.60
	June 30, 2021	May 31, 2021	% CHANGE
IIIT MONEY MARKET FUNDS	5.7%	6.8%	-15.6%
BMO HARRIS MONEY MARKET FUNDS	1.5%	1.5%	0.0%
U. S. TREASURY INVESTMENTS	39.6%	38.8%	2.2%
U. S. AGENCY INVESTMENTS	26.6%	26.9%	-0.8%
MUNICIPAL BONDS	7.9%	7.6%	4.0%
COMMERCIAL PAPER	2.3%	2.3%	0.0%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG CERTIFICATES OF DEPOSIT	16.3% 0.0%	16.1% 0.0%	1.7% N/A
TOTAL INVESTMENTS	99.9%	100.0%	0.2%

Note 1 - Investments are carried at amortized cost.

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
June 30, 2021

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 06/30/21
Water Fund Oper. & Maint. Acct. (01-121103)										
BMO Harris - Money Market	0.180%	06/30/21	07/01/21	1	0.180%	\$ 2,702,483.76	\$ 2,702,483.76	0.00	\$ 2,702,483.76	-
Water Fund General Account (01-121700)										
IIIT - Money Market	0.030%	06/30/21	07/01/21	1	0.030%	9,882,768.20	9,882,768.20	0.00	9,882,768.20	-
BNP Paribas NY CP	0.000%	02/03/21	08/04/21	182	0.170%	2,000,000.00	1,998,290.56	1,388.33	1,999,678.89	-
MUFG Bank LT/NY CP	0.000%	02/03/21	10/29/21	268	0.180%	2,000,000.00	1,997,330.00	1,470.00	1,998,800.00	-
	Weighted Avg Maturity			1	0.072%	\$ 13,882,768.20	\$ 13,878,388.76	2,858.33	\$ 13,881,247.09	\$ -
Sales Tax Funds (01-123000)										
IIIT - Money Market	0.030%	06/30/21	07/01/21	1	0.030%	291.07	291.07	0.00	291.07	-
	Weighted Avg Maturity			1	0.030%	\$ 291.07	\$ 291.07	0.00	\$ 291.07	\$ -
Water Fund Operating Reserve (01-121800)										
IIIT - Money Market	0.030%	06/30/21	07/01/21	1	0.030%	103,964.72	103,964.72	0.00	103,964.72	-
US Treasury Notes	0.125%	10/07/20	09/30/22	457	0.150%	1,400,000.00	1,399,234.38	282.07	1,399,516.45	439.89
US Treasury Notes	1.625%	07/01/19	11/15/22	503	1.740%	700,000.00	697,375.00	1,555.40	698,930.40	1,452.79
US Treasury Notes	1.750%	09/03/19	01/31/23	580	1.370%	1,500,000.00	1,518,808.59	(10,054.43)	1,508,754.16	10,949.59
US Treasury Notes	1.750%	06/04/18	01/31/23	580	2.760%	2,525,000.00	2,414,629.89	72,779.35	2,487,409.24	18,431.80
US Treasury Notes	0.125%	03/12/21	02/28/23	608	0.150%	1,000,000.00	999,531.25	70.80	999,602.05	417.80
US Treasury Notes	2.250%	01/29/19	12/31/23	914	2.560%	1,270,000.00	1,251,991.80	8,848.60	1,260,840.40	77.65
US Treasury Notes	0.125%	02/18/21	02/15/24	960	0.210%	750,000.00	748,095.70	230.40	748,326.10	352.21
US Treasury Notes	2.375%	03/01/19	02/29/24	974	2.560%	550,000.00	545,208.98	2,232.48	547,441.46	4,366.00
US Treasury Notes	2.125%	04/01/19	03/31/24	1,005	2.300%	1,050,000.00	1,041,140.63	3,982.83	1,045,123.46	5,608.61
US Treasury Notes	2.000%	05/28/19	04/30/24	1,035	2.100%	1,420,000.00	1,413,121.88	2,924.83	1,416,046.71	4,784.78
US Treasury Notes	1.500%	05/06/21	11/30/24	1,249	0.450%	1,000,000.00	1,036,992.19	(1,479.69)	1,035,512.50	1,270.49
US Treasury Notes	1.750%	01/02/20	12/31/24	1,280	1.650%	500,000.00	502,363.28	(703.40)	501,659.88	23.78
US Treasury Notes	1.375%	02/03/20	01/31/25	1,311	1.370%	1,000,000.00	1,000,078.13	(21.96)	1,000,056.17	5,735.50
US Treasury Notes	2.000%	05/06/21	02/15/25	1,326	0.490%	1,000,000.00	1,056,406.25	(2,130.08)	1,054,276.17	7,513.81
US Treasury Notes	1.125%	03/02/20	02/28/25	1,339	0.830%	1,000,000.00	1,014,335.94	(3,808.23)	1,010,527.71	3,760.19
US Treasury Notes	0.250%	06/29/21	09/30/25	1,553	0.760%	1,000,000.00	978,867.19	13.61	978,880.80	628.42
US Treasury Notes	0.250%	11/03/20	10/31/25	1,584	0.390%	500,000.00	496,523.44	456.04	496,979.48	210.60
US Treasury Notes	0.375%	12/08/20	11/30/25	1,614	0.380%	925,000.00	924,819.34	20.19	924,839.53	293.80
US Treasury Notes	0.375%	01/05/21	12/31/25	1,645	0.370%	1,500,000.00	1,500,410.16	(39.46)	1,500,370.70	15.29
US Treasury Notes	0.375%	03/01/21	01/31/26	1,676	0.690%	1,000,000.00	984,765.63	1,018.45	985,784.08	1,564.23
US Treasury Notes	1.625%	03/01/21	02/15/26	1,691	0.690%	1,000,000.00	1,045,585.94	(3,022.27)	1,042,563.67	6,104.97
US Treasury Notes	0.750%	06/02/21	03/31/26	1,735	0.760%	750,000.00	749,707.03	4.49	749,711.52	1,413.93
US Treasury Notes	0.750%	06/02/21	04/30/26	1,765	0.770%	750,000.00	749,121.09	13.25	749,134.34	947.69
African Development Bank Supranational	1.625%	09/12/19	09/16/22	443	1.680%	670,000.00	668,948.10	626.91	669,575.01	3,175.52
Intl Bank of Recon & Dev	0.125%	04/13/21	04/20/23	659	0.230%	510,000.00	508,944.30	104.12	509,048.42	125.73
Asian Development Bank Corp Notes	0.375%	06/02/21	06/11/24	1,077	0.400%	1,405,000.00	1,404,157.00	16.89	1,404,173.89	321.98

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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 06/30/21	
Water Fund Operating Reserve (01-121800) Continued...										
NY ST Urban Dev Corp Bonds	0.622%	07/17/20	03/15/23	623	0.620%	220,000.00	220,000.00	0.00	220,000.00	402.92
Avondale School Dist, MI Txbi GO Bonds	1.650%	02/04/20	05/01/23	670	1.650%	350,000.00	350,000.00	0.00	350,000.00	962.50
Univ of CO Txbi Rev Bonds	2.569%	10/22/19	06/01/23	701	1.950%	280,000.00	286,036.80	(2,825.74)	283,211.06	599.43
Port Auth of NY/NJ Txbi Rev Bonds	1.086%	07/02/20	07/01/23	731	1.090%	205,000.00	205,000.00	0.00	205,000.00	2,183.01
Long Beach CCD, CA Txbi GO Bonds	1.743%	10/09/19	08/01/23	762	1.740%	280,000.00	280,000.00	0.00	280,000.00	2,033.50
Tamalpais UHSD, CA Txbi GO Bonds	1.971%	09/20/19	08/01/23	762	1.970%	295,000.00	295,000.00	0.00	295,000.00	2,422.69
NYC, NY Txbi GO Bonds	2.080%	09/25/19	08/01/23	762	1.940%	685,000.00	688,548.30	(1,625.04)	686,923.26	5,936.67
OR ST Dept of Trans Txbi Rev Bonds	1.946%	11/07/19	11/15/23	868	1.950%	300,000.00	300,000.00	0.00	300,000.00	745.97
Houston, TX Txbi GO Bonds	1.950%	08/23/19	03/01/24	975	1.950%	765,000.00	765,000.00	0.00	765,000.00	4,972.50
New York St Urban Dev Corp SAL Bonds	2.020%	10/24/19	03/15/24	989	2.020%	680,000.00	680,000.00	0.00	680,000.00	4,044.49
TX ST Trans Comm Txbi GO Bonds	4.000%	12/11/19	04/01/24	1,006	1.990%	410,000.00	443,812.70	(12,209.54)	431,603.16	4,100.00
WI St Txbi GO Bonds	1.775%	02/11/20	05/01/24	1,036	1.780%	200,000.00	200,000.00	0.00	200,000.00	591.67
WI St Txbi GO Bonds	1.857%	10/02/19	05/01/24	1,036	1.860%	275,000.00	275,000.00	0.00	275,000.00	851.13
CT ST Txbi GO Bonds	3.000%	06/12/20	06/01/24	1,067	0.800%	240,000.00	260,402.40	(5,267.43)	255,134.97	600.00
Connecticut St A Txbi Municipal Bonds	1.998%	06/11/20	07/01/24	1,097	2.000%	120,000.00	120,000.00	0.00	120,000.00	1,198.80
NYC, NY Txbi GO Bonds	1.790%	10/04/19	10/01/24	1,189	1.790%	675,000.00	675,000.00	0.00	675,000.00	3,020.63
NY ST Urban Dev Corp Bonds	1.115%	06/18/20	03/15/25	1,354	1.120%	395,000.00	395,000.00	0.00	395,000.00	1,296.81
FL ST Board of Admin Txbi Rev	1.258%	09/16/20	07/01/25	1,462	1.110%	100,000.00	100,707.00	(116.42)	100,590.58	629.00
FL ST Board of Admin Txbi Rev	1.258%	09/16/20	07/01/25	1,462	1.260%	410,000.00	410,000.00	0.00	410,000.00	2,578.90
Los Angeles CCD, CA Txbi GO Bonds	0.773%	11/10/20	08/01/25	1,493	0.770%	275,000.00	275,000.00	0.00	275,000.00	885.73
MN ST Txbi GO Bonds	0.630%	08/25/20	08/01/25	1,493	0.630%	740,000.00	740,000.00	0.00	740,000.00	1,942.50
FNMA Pool #AJ3174	3.500%	02/17/16	10/01/26	1,919	2.820%	112,280.15	119,297.66	(3,547.65)	115,750.01	327.48
FN AL2092	3.000%	03/06/18	07/25/27	2,216	2.980%	225,562.12	225,844.06	(99.99)	225,744.07	563.91
FN AP4718	2.500%	07/20/18	08/25/27	2,247	2.750%	181,778.00	178,170.82	1,173.92	179,344.74	378.70
Fannie Mae Pool	3.500%	04/05/18	02/01/28	2,407	3.230%	305,972.44	312,952.45	(2,300.74)	310,651.71	892.42
Fannie Mae Pool	3.500%	04/05/18	03/01/28	2,436	3.230%	60,188.32	61,561.36	(448.95)	61,112.41	175.55
FR ZT1267	2.500%	08/21/19	05/25/28	2,521	2.320%	213,811.03	216,784.36	(635.13)	216,149.23	445.44
FN CA1940	4.000%	07/11/18	06/01/28	2,528	3.640%	252,804.23	260,309.35	(2,254.44)	258,054.91	842.68
FNMA Pool #AU1266	3.000%	10/31/17	07/25/28	2,582	2.720%	268,437.60	275,274.38	(2,349.70)	272,924.68	671.09
Fannie Mae Pool	4.000%	03/18/19	03/25/29	2,825	3.630%	125,370.07	129,229.12	(887.28)	128,341.84	417.90
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	3,107	3.000%	115,842.17	122,647.90	(2,804.48)	119,843.42	337.87
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	3,319	2.630%	202,369.27	211,254.55	(3,269.78)	207,984.77	505.92
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	3,411	2.960%	182,566.00	194,404.27	(4,322.26)	190,082.01	532.48
FR ZS7331	3.000%	02/13/20	12/01/30	3,441	2.600%	370,854.16	384,877.10	(1,776.45)	383,100.65	927.14
FN FM1082	3.000%	08/19/19	09/25/31	3,739	2.720%	280,431.86	288,538.10	(1,254.49)	287,283.61	701.08
FG G16720	3.500%	01/25/19	11/15/31	3,790	3.340%	220,235.28	223,779.67	(672.51)	223,107.16	642.35
FG G16635	3.000%	04/18/19	02/15/32	3,882	2.930%	354,565.81	357,377.40	(481.95)	356,895.45	886.41
Fannie Mae Pool	3.500%	02/13/18	01/25/33	4,227	3.300%	243,543.04	249,174.97	(1,276.87)	247,898.10	710.33
Freddie Mac Pool	4.000%	06/07/18	02/15/33	4,248	3.730%	105,223.80	108,396.95	(660.63)	107,736.32	350.75
FN CA1455	4.000%	12/20/18	03/25/33	4,286	3.760%	298,515.25	306,281.31	(1,382.73)	304,898.58	995.05
FN BM5830	3.500%	06/05/19	04/25/34	4,682	3.180%	343,958.61	356,857.05	(1,776.79)	355,080.26	1,003.21
FN FM0047	3.000%	06/17/21	12/01/34	4,902	2.450%	345,396.81	367,253.95	(62.26)	367,191.69	863.49
FN FM2694	3.500%	06/05/19	04/25/34	4,682	2.570%	375,160.65	395,325.54	(1,711.83)	393,613.71	937.90
FR SB0364	3.500%	06/21/21	06/01/35	5,084	2.830%	337,231.79	363,367.25	(30.81)	363,336.44	983.59
FN FM3701	2.500%	07/27/20	07/01/35	5,114	2.040%	289,262.70	306,211.69	(1,048.04)	305,163.65	602.63
FN FM5714	4.000%	03/19/21	11/01/35	5,237	3.230%	293,544.33	319,779.85	(482.02)	319,297.83	978.48

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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 06/30/21	
Water Fund Operating Reserve (01-121800) Continued...										
FHLMC Multifamily Structured Pool	2.396%	03/28/19	06/25/22	360 2.470%	592,749.04	591,406.10	953.77	592,359.87	1,183.52	
FHLMC Multifamily Structured Pool	2.716%	04/02/19	06/25/22	360 2.630%	650,000.00	651,625.00	(1,152.86)	650,472.14	1,471.17	
FHLMC Multifamily Structured Pool	2.355%	08/14/19	07/25/22	390 1.920%	467,087.96	472,780.60	(3,708.10)	469,072.50	916.66	
FHLMC Multifamily Structured Pool	2.682%	06/13/19	10/25/22	482 2.210%	650,000.00	659,750.00	(6,039.97)	653,710.03	1,452.75	
FHLMC Multifamily Structured Pool	2.510%	06/12/19	11/25/22	513 2.240%	650,000.00	655,687.50	(3,436.49)	652,251.01	1,359.58	
FNA 201-M7	2.280%	09/04/19	12/25/22	543 1.860%	201,472.68	204,112.17	(1,479.82)	202,632.35	382.80	
FNA 201-M7	2.280%	09/11/19	12/25/22	543 2.080%	372,840.25	375,163.41	(1,296.37)	373,867.04	708.39	
FHLMC Series K032 A1	3.016%	06/13/18	02/01/23	581 2.960%	90,981.41	91,198.19	(142.34)	91,055.85	228.67	
FHLMC Multifamily Structured Pool	2.669%	06/13/18	02/25/23	605 2.790%	100,076.23	99,564.13	336.25	99,900.38	222.59	
FHMS KP05 A1	3.203%	12/07/18	07/01/23	731 3.200%	24,994.28	24,994.20	0.04	24,994.24	66.71	
FHLMC Multifamily Structured Pool	2.741%	10/31/17	10/25/23	847 2.380%	453,423.25	462,490.82	(5,597.58)	456,893.24	1,035.69	
FHMS K724 A2	3.062%	02/02/21	11/01/23	854 0.580%	340,000.00	362,963.28	(3,414.70)	359,548.58	867.57	
FHLMC Multifamily Structured Pool	2.951%	12/15/17	02/25/24	970 2.600%	277,987.52	283,537.55	(3,200.22)	280,337.33	683.62	
Fannie Mae ACES	3.346%	12/13/19	03/25/24	999 2.140%	297,593.84	312,055.04	(5,285.17)	306,769.87	829.79	
FHMS K731 A1	3.481%	04/06/18	04/01/24	1,006 3.110%	151,594.04	154,625.92	(1,634.16)	152,991.76	439.75	
FHMS KJ27 A1	2.092%	11/20/19	07/25/24	1,121 2.090%	263,670.80	263,664.44	2.21	263,666.65	459.67	
FHMS K732 A1	3.627%	06/20/18	09/25/24	1,183 3.270%	282,654.15	288,303.27	(2,750.72)	285,552.55	854.32	
FHMS KJ25 A1	2.149%	09/18/19	11/25/24	1,244 2.150%	144,257.80	144,256.96	0.29	144,257.25	258.34	
FHMS K043 A2	3.062%	03/19/20	12/25/24	1,274 1.950%	190,000.00	199,410.94	(2,545.13)	196,865.81	484.82	
FHMS K047 A1	2.827%	06/18/19	12/25/24	1,274 2.490%	470,748.28	478,839.26	(3,012.77)	475,826.49	1,109.00	
FHMS KJ28 A1	1.766%	02/19/20	02/01/25	1,312 1.770%	310,249.15	310,247.88	0.35	310,248.23	456.58	
FHLMC Multifamily Structured Pool	3.139%	04/11/19	06/01/25	1,432 1.800%	342,510.50	344,223.04	(536.61)	343,686.43	540.88	
FHMS KJ31 A1	0.569%	10/20/20	05/25/26	1,790 2.780%	629,117.56	641,699.28	(4,529.64)	637,169.64	1,645.67	
FHMS K736 A1	1.895%	09/04/19	06/01/26	1,797 0.570%	247,091.71	247,086.77	0.60	247,087.37	117.16	
FHMS K737 A1	2.116%	01/22/20	06/01/26	1,797 2.030%	491,157.98	493,610.83	(549.08)	493,061.75	866.08	
FHR 4096 PA	1.375%	02/21/20	08/01/27	2,223 1.490%	430,233.57	426,737.94	632.64	427,370.58	492.98	
FNR 2012-107 GA	1.500%	12/03/19	09/01/27	2,254 1.690%	216,984.31	213,983.82	608.38	214,592.20	271.23	
FHS 287 150	1.500%	12/21/17	10/01/27	2,284 1.840%	241,661.08	234,411.25	2,607.09	237,018.34	302.08	
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	2,376 1.440%	221,764.30	218,619.75	551.39	219,171.14	231.00	
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	2,497 1.860%	447,345.83	443,571.35	698.70	444,270.05	652.38	
FNR 2013-19 GE	2.500%	10/25/19	03/01/33	4,262 2.400%	215,156.14	217,509.41	(294.70)	217,214.71	448.24	
Freddie Mac	3.000%	05/03/19	04/15/34	4,672 2.960%	423,823.45	425,909.45	(300.90)	425,608.55	1,059.56	
FHR 3745 NP	4.000%	09/12/19	06/01/39	6,545 3.740%	90,916.33	94,165.88	(294.84)	93,871.04	303.05	
FNR 2013-75 PC	2.500%	04/15/20	04/01/43	7,945 2.200%	266,702.95	281,121.58	(751.81)	280,369.77	555.63	
FNR 2015-33 P	2.500%	02/14/20	06/01/45	8,737 2.400%	304,347.69	310,149.33	(312.29)	309,837.04	634.06	
FNR 2016-19 AH	3.000%	07/08/20	04/25/46	9,065 2.580%	151,588.15	163,685.58	(454.64)	163,230.94	378.97	
FHR 5000 LB	1.250%	08/07/20	07/25/46	9,156 1.160%	337,051.87	343,687.60	(226.71)	343,460.89	351.10	
FNR 2016-79 HA	2.000%	06/05/20	11/25/46	9,279 1.830%	240,839.31	249,645.02	(352.59)	249,292.43	401.40	
Federal Farm Credit Banks Notes	0.530%	03/10/20	01/18/22	202 0.610%	1,420,000.00	1,418,054.60	1,362.65	1,419,417.25	3,407.61	
Freddie Mac Notes	0.375%	04/17/20	04/20/23	659 0.460%	1,395,000.00	1,391,512.50	1,391.82	1,392,904.32	1,031.72	
Freddie Mac Notes	0.375%	05/05/20	05/05/23	674 0.390%	1,335,000.00	1,334,439.30	215.46	1,334,654.76	778.75	
Fannie Mae Notes	0.250%	05/20/20	05/22/23	691 0.350%	1,420,000.00	1,415,725.80	1,580.87	1,417,306.67	384.58	
Freddie Mac Notes	0.250%	06/24/20	06/26/23	726 0.350%	1,295,000.00	1,291,218.60	1,277.73	1,292,496.33	44.97	
Fannie Mae Notes	0.250%	07/08/20	07/10/23	740 0.320%	1,395,000.00	1,392,000.75	975.10	1,392,975.85	1,656.56	
Freddie Mac Notes	0.250%	10/02/20	12/01/23	884 0.280%	1,220,000.00	1,218,792.20	230.53	1,219,022.73	228.75	
Fannie Mae Notes	2.500%	02/07/19	02/05/24	950 2.580%	930,000.00	926,540.40	1,658.63	928,199.03	9,429.17	
FHLB Bonds	2.500%	02/14/19	02/13/24	958 2.580%	1,020,000.00	1,016,389.20	1,716.32	1,018,105.52	9,775.00	
Federal Farm Credit Banks Notes	0.875%	04/03/20	04/08/24	1,013 0.880%	1,420,000.00	1,420,000.00	0.00	1,420,000.00	2,864.65	
Fannie Mae Notes	1.625%	01/08/20	01/07/25	1,287 1.690%	1,210,000.00	1,206,140.10	1,138.50	1,207,278.60	9,503.54	
Federal Home Loan Bank Notes	0.500%	04/15/20	04/14/25	1,384 0.600%	1,060,000.00	1,054,742.40	1,271.16	1,056,013.56	1,133.61	
Fannie Mae Notes	0.625%	06/01/20	04/22/25	1,392 0.500%	500,000.00	502,950.00	(651.15)	502,298.85	598.96	
Fannie Mae Notes	0.625%	04/22/20	04/22/25	1,392 0.670%	1,225,000.00	1,222,476.50	599.05	1,223,075.55	1,467.45	
Fannie Mae Notes	0.500%	06/29/20	06/17/25	1,448 0.470%	1,000,000.00	1,001,280.00	(258.40)	1,001,021.60	194.44	
Freddie Mac Notes	0.375%	07/21/20	07/21/25	1,482 0.480%	420,000.00	417,908.40	393.32	418,301.72	700.00	
Federal Home Loan Bank Notes	0.375%	09/10/20	09/04/25	1,527 0.440%	150,000.00	149,550.00	72.48	149,622.48	182.81	
Freddie Mac Notes	0.375%	09/23/20	09/23/25	1,546 0.440%	680,000.00	677,953.20	313.08	678,266.28	694.17	
		Weighted Avg Maturity	1.460		1.425%	\$ 72,159,543.62	\$ 72,548,754.63	(16,108.19)	\$ 72,532,646.44	\$ 207,459.95

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
June 30, 2021

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 06/30/21
Water Fund L-T Water Capital Reserve (01-121900)										
IIIT - Money Market (PFM Asset Management)	0.030%	06/30/21	07/01/21	1	0.030%	70,183.70	70,183.70	0.00	70,183.70	-
US Treasury Notes	0.125%	06/14/21	05/31/23	700	0.160%	375,000.00	374,765.63	4.92	374,770.55	39.70
US Treasury Notes	1.375%	08/31/17	06/30/23	730	1.850%	175,000.00	170,378.91	3,038.76	173,417.67	6.54
US Treasury Notes	0.125%	06/29/21	06/30/23	730	0.250%	500,000.00	498,750.00		498,751.71	1.70
US Treasury Notes	1.375%	09/01/16	08/31/23	792	1.470%	125,000.00	124,208.99	546.03	124,755.02	574.47
US Treasury Notes	1.375%	01/03/17	08/31/23	792	2.240%	200,000.00	189,320.31	7,201.87	196,522.18	919.16
US Treasury Notes	1.875%	04/26/21	08/31/23	792	0.430%	1,000,000.00	1,048,007.81	(2,553.61)	1,045,454.20	6,266.98
US Treasury Notes	2.125%	12/01/17	11/30/24	1,249	2.280%	475,000.00	470,416.99	2,341.79	472,758.78	854.94
US Treasury Notes	2.125%	07/01/19	02/15/25	1,326	1.820%	250,000.00	252,412.11	(856.86)	251,555.25	1,878.45
US Treasury Notes	2.125%	05/03/16	05/15/25	1,415	1.760%	150,000.00	154,558.59	(2,602.93)	151,955.66	407.10
US Treasury Notes	2.875%	07/02/18	05/31/25	1,431	2.830%	250,000.00	250,732.42	(317.46)	250,414.96	608.78
US Treasury Notes	0.250%	10/01/20	09/30/25	1,553	0.330%	340,000.00	338,578.91	207.93	338,786.84	213.66
US Treasury Notes	2.250%	07/06/16	11/15/25	1,599	1.320%	105,000.00	113,613.28	(4,585.18)	109,028.10	301.73
US Treasury Notes	2.250%	06/27/16	11/15/25	1,599	1.450%	115,000.00	123,036.52	(4,288.02)	118,748.50	330.47
US Treasury Notes	0.375%	04/26/21	01/31/26	1,676	0.790%	1,000,000.00	980,468.75	729.62	981,198.37	1,564.23
US Treasury Notes	1.625%	03/01/21	02/15/26	1,691	0.690%	500,000.00	522,792.97	(1,511.14)	521,281.83	3,052.49
US Treasury Notes	1.625%	06/04/18	05/15/26	1,780	2.930%	250,000.00	227,099.61	8,857.03	235,956.64	518.85
US Treasury Notes	1.625%	09/10/18	05/15/26	1,780	2.900%	275,000.00	250,980.47	8,774.88	259,755.35	570.74
US Treasury Notes	2.000%	12/04/18	11/15/26	1,964	2.920%	225,000.00	210,445.31	4,706.07	215,151.38	574.73
US Treasury Notes	0.500%	06/29/20	06/30/27	2,191	0.490%	500,000.00	500,195.31	(27.97)	500,167.34	6.79
US Treasury Notes	2.250%	06/04/18	08/15/27	2,237	2.950%	250,000.00	236,035.16	4,666.04	240,701.20	2,113.26
US Treasury Notes	2.250%	08/01/19	08/15/27	2,237	1.950%	250,000.00	255,566.41	(1,321.36)	254,245.05	2,113.26
US Treasury Notes	0.500%	09/02/20	08/31/27	2,253	0.450%	200,000.00	200,671.88	(79.21)	200,592.67	334.24
US Treasury Notes	2.250%	05/01/19	11/15/27	2,329	2.440%	250,000.00	246,328.13	931.21	247,259.34	718.41
US Treasury Notes	0.625%	12/11/20	11/30/27	2,344	0.620%	200,000.00	200,109.38	(8.56)	200,100.82	105.87
US Treasury Notes	0.625%	01/05/21	12/31/27	2,375	0.660%	200,000.00	199,476.56	35.94	199,512.50	3.40
US Treasury Notes	2.750%	01/30/19	02/15/28	2,421	2.710%	250,000.00	250,722.66	(193.03)	250,529.63	2,582.87
US Treasury Notes	2.875%	04/05/21	05/15/28	2,511	1.420%	385,000.00	422,717.97	(1,235.46)	421,482.51	1,413.67
US Treasury Notes	1.250%	06/04/21	05/31/28	2,527	1.230%	500,000.00	500,664.06	(6.25)	500,657.81	529.37
US Treasury Notes	3.125%	05/01/19	02/15/28	2,421	2.470%	150,000.00	158,320.31	(1,888.48)	156,431.83	598.68
US Treasury Notes	2.625%	06/03/19	02/15/29	2,787	2.120%	100,000.00	104,406.25	(941.44)	103,464.81	986.19
US Treasury Notes	2.625%	04/01/19	02/15/29	2,787	2.490%	150,000.00	151,769.53	(402.39)	151,367.14	1,479.28
US Treasury Notes	1.750%	02/03/20	11/15/29	3,060	1.560%	250,000.00	254,355.47	(624.48)	253,730.99	558.76
US Treasury Notes	0.625%	06/29/20	05/15/30	3,241	0.650%	250,000.00	249,414.06	59.47	249,473.53	199.56
US Treasury Notes	0.875%	12/11/20	11/15/30	3,425	0.880%	200,000.00	199,867.19	7.29	199,874.48	223.51
African Development Bank Supranational	1.625%	09/12/19	09/16/22	443	1.680%	160,000.00	159,748.80	149.71	159,898.51	758.33
Intl Bank of Recon & Dev	0.125%	04/13/21	04/20/23	659	0.230%	140,000.00	139,710.20	28.58	139,738.78	34.52
Asian Development Bank Corp Notes	0.375%	06/02/21	06/11/24	1,077	0.400%	425,000.00	424,745.00	5.11	424,750.11	97.39
Inter-American Devel Bk Corp Notes	0.875%	04/13/21	04/20/26	1,755	0.970%	200,000.00	199,084.00	36.12	199,120.12	345.14
NY ST Urban Dev Corp Bonds	0.622%	07/17/20	03/15/23	623	0.620%	60,000.00	60,000.00	0.00	60,000.00	109.89
NY ST Dorm Auth Pitts Txbi Rev Bonds	3.250%	12/12/18	03/15/23	623	3.250%	180,000.00	180,000.00	0.00	180,000.00	1,722.50
Avondale School Dist, MI Txbi GO Bonds	1.650%	02/04/20	05/01/23	670	1.650%	100,000.00	100,000.00	0.00	100,000.00	275.00
Univ of CO Txbi Rev Bonds	2.569%	10/22/19	06/01/23	701	1.950%	75,000.00	76,617.00	(756.89)	75,860.11	160.56
Port Auth of NY/NJ Txbi Rev Bonds	1.086%	07/02/20	07/01/23	731	1.090%	55,000.00	55,000.00	0.00	55,000.00	585.69
Long Beach CCD, CA Txbi GO Bonds	1.743%	10/09/19	08/01/23	762	1.740%	70,000.00	70,000.00	0.00	70,000.00	508.38
Tamalpais UHSD, CA Txbi GO Bonds	1.971%	09/20/19	08/01/23	762	1.970%	75,000.00	75,000.00	0.00	75,000.00	615.94
NYC, NY Txbi GO Bonds	2.080%	09/25/19	08/01/23	762	1.940%	175,000.00	175,906.50	(415.16)	175,491.34	1,516.67
OR ST Dept of Trans Txbi Rev Bonds	1.946%	11/07/19	11/15/23	868	1.950%	75,000.00	75,000.00	0.00	75,000.00	186.49
Houston, TX Txbi GO Bonds	1.950%	08/23/19	03/01/24	975	1.950%	200,000.00	200,000.00	0.00	200,000.00	1,300.00
New York St Urban Dev Corp SAL Bonds	2.020%	10/24/19	03/15/24	989	2.020%	175,000.00	175,000.00	0.00	175,000.00	1,040.86
TX ST Trans Comm Txbi GO Bonds	4.000%	12/11/19	04/01/24	1,006	1.990%	105,000.00	113,659.35	(3,126.83)	110,532.52	1,050.00
WI St Txbi GO Bonds	1.775%	02/11/20	05/01/24	1,036	1.780%	50,000.00	50,000.00	0.00	50,000.00	147.92
WI St Txbi GO Bonds	1.857%	10/02/19	05/01/24	1,036	1.860%	75,000.00	75,000.00	0.00	75,000.00	232.13
CT ST Txbi GO Bonds	3.000%	06/12/20	06/01/24	1,067	0.800%	65,000.00	70,525.65	(1,426.59)	69,099.06	162.50
Connecticut St A Txbi Municipal Bonds	1.998%	06/11/20	07/01/24	1,097	2.000%	30,000.00	30,000.00	0.00	30,000.00	299.70
Tamalpais UHSD, CA Txbi GO Bonds	2.021%	09/20/19	08/01/24	1,128	2.020%	60,000.00	60,000.00	0.00	60,000.00	505.25
NYC, NY Txbi GO Bonds	1.790%	10/04/19	10/01/24	1,189	1.790%	170,000.00	170,000.00	0.00	170,000.00	760.75
NY ST Urban Dev Corp Bonds	1.115%	06/18/20	03/15/25	1,354	1.120%	105,000.00	105,000.00	0.00	105,000.00	344.72
FL ST Board of Admin Txbi Rev	1.258%	09/16/20	07/01/25	1,462	1.260%	115,000.00	115,000.00	0.00	115,000.00	723.35
Los Angeles CCD, CA Txbi GO Bonds	0.773%	11/10/20	08/01/25	1,493	0.770%	75,000.00	75,000.00	0.00	75,000.00	241.56

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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 06/30/21	
Water Fund L-T Water Capital Reserve (01-121900) Continued...										
FNMA Pool #AJ3174	3.500%	02/17/16	10/01/26	1,919	2.820%	17,984.28	19,108.29	(568.24)	18,540.05	52.45
FR ZT1267	2.500%	08/21/19	05/25/28	2,521	2.320%	55,690.30	56,464.75	(165.43)	56,299.32	116.02
FNMA Pool #AU1266	3.000%	10/31/17	07/25/28	2,582	2.720%	61,947.13	63,524.85	(542.24)	62,982.61	154.87
Fannie Mae Pool	4.000%	03/18/19	03/25/29	2,825	3.630%	26,593.64	27,412.25	(188.22)	27,224.03	88.65
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	3,107	3.000%	28,619.85	30,301.29	(692.88)	29,608.41	83.47
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	3,319	2.630%	30,355.41	31,688.20	(490.47)	31,197.73	75.89
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	3,411	2.960%	30,132.29	32,086.17	(713.38)	31,372.79	87.89
FR ZS7331	3.000%	02/13/20	12/01/30	3,441	2.600%	94,686.18	98,266.50	(453.56)	97,812.94	236.72
FN FM1082	3.000%	08/19/19	09/25/31	3,739	2.720%	71,482.64	73,548.94	(319.77)	73,229.17	178.71
FG G16635	3.000%	04/18/19	02/15/32	3,882	2.930%	75,978.39	76,580.87	(103.27)	76,477.60	189.95
FN BM5462	3.000%	06/21/19	11/25/32	4,166	2.800%	101,340.72	103,636.70	(346.89)	103,289.81	253.35
Freddie Mac Pool	4.000%	06/07/18	02/15/33	4,248	3.730%	32,376.50	33,352.84	(203.27)	33,149.57	107.92
FN CA1455	4.000%	12/20/18	03/25/33	4,286	3.760%	66,908.57	68,649.23	(309.92)	68,339.31	223.03
FN BM5830	3.500%	06/05/19	04/25/34	4,682	3.180%	85,989.65	89,214.26	(444.20)	88,770.06	250.80
FN FM0047	3.000%	06/17/21	12/01/34	4,902	2.450%	105,733.72	112,424.68	(19.06)	112,405.62	264.33
FR SB0364	3.500%	06/21/21	06/01/35	5,084	2.830%	100,821.88	108,635.57	(9.21)	108,626.36	294.06
FN FM3701	2.500%	07/27/20	07/01/35	5,114	2.040%	78,514.16	83,114.61	(284.47)	82,830.14	163.57
FN FM5714	4.000%	03/19/21	11/01/35	5,237	3.230%	80,423.10	87,610.90	(132.06)	87,478.84	268.08
FHLMC Multifamily Structured Pool	2.307%	09/04/19	08/25/22	421	1.780%	75,000.00	76,107.42	(692.53)	75,414.89	144.19
Fannie Mae ACES	2.280%	09/04/19	12/25/22	543	1.860%	48,631.35	49,268.47	(357.20)	48,911.27	92.40
Fannie Mae ACES	2.280%	09/04/19	12/25/22	543	1.860%	48,631.35	49,268.47	(357.20)	48,911.27	92.40
Fannie Mae ACES	2.280%	09/11/19	12/25/22	543	2.080%	90,315.37	90,878.10	(314.01)	90,564.09	171.60
FHMS KP05 A1	3.203%	12/07/18	07/01/23	731	3.200%	5,240.74	5,240.73	0.01	5,240.74	13.99
FHLMC Multifamily Structured Pool	2.741%	10/31/17	10/25/23	847	2.380%	87,196.77	88,940.53	(1,076.46)	87,864.07	199.17
FHMS K724 A2	3.062%	02/02/21	11/01/23	854	0.580%	95,000.00	101,416.21	(954.11)	100,462.10	242.41
FHLMC Multifamily Structured Pool	2.951%	12/15/17	02/25/24	970	2.600%	85,534.64	87,242.34	(984.68)	86,257.66	210.34
Fannie Mae ACES	3.346%	12/13/19	03/25/24	999	2.140%	75,390.42	79,053.91	(1,338.90)	77,715.01	210.21
FHMS KJ27 A1	2.092%	11/20/19	07/25/24	1,121	2.090%	69,056.63	69,054.94	0.59	69,055.53	120.39
FHMS K732 A1	3.627%	06/20/18	09/25/24	1,183	3.270%	80,758.33	82,372.37	(785.92)	81,586.45	244.09
FHMS KJ25 A1	2.149%	09/18/19	11/25/24	1,244	2.150%	33,290.26	33,290.05	0.07	33,290.12	59.62
FHMS K043 A2	3.062%	03/19/20	12/25/24	1,274	1.950%	50,000.00	52,476.56	(669.77)	51,806.79	127.58
FHMS K047 A1	2.827%	06/18/19	12/25/24	1,274	2.490%	120,489.11	122,560.02	(771.13)	121,788.89	283.85
FHMS KJ28 A1	1.766%	02/19/20	02/25/25	1,336	1.770%	80,584.18	80,583.85	0.09	80,583.94	118.59
FHLMC Multifamily Structured Pool	3.139%	04/11/19	06/25/25	1,456	2.780%	68,222.77	68,222.49	0.04	68,222.53	29.34
FHMS KJ32 A1	0.516%	11/18/20	06/25/25	1,456	0.520%	84,386.64	84,808.56	(132.20)	84,676.36	133.26
FHMS KJ31 A1	0.569%	10/20/20	05/25/26	1,790	1.820%	136,764.70	139,499.85	(984.70)	138,515.15	357.75
FHMS K736 A1	1.895%	09/04/19	06/25/26	1,821	1.820%	67,829.09	67,827.71	0.17	67,827.88	32.16
FHMS K737 A1	2.116%	01/22/20	06/25/26	1,821	2.030%	122,789.51	123,402.73	(137.27)	123,265.46	216.52
FHR 4096 PA	1.375%	02/21/20	08/15/27	2,237	1.490%	111,573.32	110,666.78	164.07	110,830.85	127.84
FNR 2012-145 EA	1.250%	02/07/20	01/25/28	2,400	1.440%	57,204.21	56,393.07	142.23	56,535.30	58.59
FNR 2013-39 MP	1.750%	12/09/19	05/25/28	2,521	1.860%	114,253.36	113,289.36	178.45	113,467.81	166.62
Fannie Mae	2.500%	10/25/19	03/25/33	4,286	2.400%	54,816.85	55,416.40	(75.08)	55,341.32	114.20
Freddie Mac	3.000%	05/03/19	04/15/34	4,672	2.960%	78,244.33	78,629.43	(55.55)	78,573.88	195.61
FHR 3745 NP	4.000%	09/12/19	06/01/39	6,545	3.740%	20,001.60	20,716.50	(64.86)	20,651.64	66.67
FNR 2015-33 P	2.500%	02/14/20	06/25/45	8,761	2.400%	77,982.31	79,468.85	(80.02)	79,388.83	162.46
FNR 2016-79 HA	2.000%	06/05/20	11/25/46	9,279	1.830%	60,715.80	62,935.73	(88.89)	62,846.84	101.19

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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 06/30/21	
Water Fund L-T Water Capital Reserve (01-121900) Continued...										
Federal Farm Credit Banks Notes	0.530%	03/10/20	01/18/22	202	0.610%	370,000.00	369,493.10	355.06	369,848.16	887.90
Fannie Mae Notes	0.250%	06/01/20	05/22/23	691	0.310%	300,000.00	299,457.00	197.36	299,654.36	81.25
Fannie Mae Notes	0.250%	05/20/20	05/22/23	691	0.350%	365,000.00	363,901.35	406.35	364,307.70	98.85
Freddie Mac Notes	0.250%	06/24/20	06/26/23	726	0.350%	340,000.00	339,007.20	335.47	339,342.67	11.81
Fannie Mae Notes	0.250%	07/08/20	07/10/23	740	0.320%	390,000.00	389,161.50	272.61	389,434.11	463.13
Freddie Mac Notes	0.250%	12/02/20	12/04/23	887	0.280%	340,000.00	339,663.40	64.25	339,727.65	63.75
Fannie Mae Notes	2.500%	02/07/19	02/05/24	950	2.580%	195,000.00	194,274.60	347.78	194,622.38	1,977.08
FHLB Bonds	2.500%	02/14/19	02/13/24	958	2.580%	215,000.00	214,238.90	361.77	214,600.67	2,060.42
Federal Farm Credit Banks Notes	0.875%	04/03/20	04/08/24	1,013	0.880%	345,000.00	345,000.00	0.00	345,000.00	695.99
Federal Home Loan Bank Notes	0.500%	04/15/20	04/14/25	1,384	0.600%	260,000.00	258,710.40	311.79	259,022.19	278.06
Fannie Mae Notes	0.625%	04/22/20	04/22/25	1,392	0.670%	320,000.00	319,340.80	156.49	319,497.29	383.33
Fannie Mae Notes	0.500%	06/29/20	06/17/25	1,448	0.470%	500,000.00	500,640.00	(129.20)	500,510.80	97.22
Freddie Mac Notes	0.375%	07/21/20	07/21/25	1,482	0.480%	115,000.00	114,427.30	107.70	114,535.00	191.67
Federal Home Loan Bank Notes	0.375%	09/10/20	09/04/25	1,527	0.440%	40,000.00	39,880.00	19.33	39,899.33	48.75
FNMA Notes	2.125%	04/26/16	04/24/26	1,759	2.210%	210,000.00	208,357.80	851.24	209,209.04	830.52
FNMA Notes	2.125%	06/04/18	04/24/26	1,759	3.070%	250,000.00	233,645.00	6,371.64	240,016.64	988.72
FNMA Benchmark Note	1.875%	12/20/18	09/24/26	1,912	2.970%	500,000.00	462,350.00	12,262.16	474,612.16	2,526.04
Fannie Mae Notes	0.750%	10/07/20	10/08/27	2,291	0.770%	210,000.00	209,699.70	31.15	209,730.85	363.13
Fannie Mae Notes	0.875%	08/05/20	08/05/30	3,323	0.930%	100,000.00	99,485.00	46.41	99,531.41	354.86
Weighted Avg Maturity				1.675	1.422%	\$ 22,090,665.75	\$ 22,156,753.49	20,108.84	\$ 22,176,862.33	\$ 65,963.36
Capital Reserve (01-122000)										
IIIT - Money Market (PFM Asset Management)										
IIIT - Money Market (PFM Asset Management)	0.030%	06/30/21	07/01/21	1	0.030%	33,360.49	33,360.49	0.00	33,360.49	-
US Treasury Notes	1.125%	03/02/20	02/28/22	243	0.810%	1,930,000.00	1,942,137.89	(8,091.93)	1,934,045.96	7,257.17
US Treasury Notes	2.250%	05/28/19	04/15/22	289	2.090%	820,000.00	823,683.59	(2,676.11)	821,007.48	3,881.56
US Treasury Notes	1.875%	05/01/19	04/30/22	304	2.230%	1,700,000.00	1,682,535.16	12,627.69	1,695,162.85	5,370.24
US Treasury Notes	1.875%	05/09/19	05/31/22	335	2.220%	865,000.00	856,282.42	6,110.89	862,393.31	1,373.72
US Treasury Notes	1.875%	06/03/19	05/31/22	335	1.850%	2,500,000.00	2,501,757.81	(1,219.67)	2,500,538.14	3,970.29
US Treasury Notes	0.125%	06/29/20	06/30/22	365	0.160%	2,500,000.00	2,498,046.88	979.24	2,499,026.12	8.49
US Treasury Notes	1.875%	06/03/19	05/31/22	335	1.810%	500,000.00	499,101.56	581.69	499,683.25	4,036.60
US Treasury Notes	1.625%	09/03/19	08/31/22	427	1.370%	3,145,000.00	3,168,218.94	(14,152.70)	3,154,066.24	17,081.71
US Treasury Notes	0.125%	03/12/21	02/28/23	608	0.150%	500,000.00	499,765.63	35.40	499,801.03	208.90
US Treasury Notes	0.125%	06/14/21	05/31/23	700	0.160%	975,000.00	974,390.63	12.80	974,403.43	103.23
US Treasury Notes	0.250%	06/29/20	06/15/23	715	0.180%	2,500,000.00	2,504,980.47	(1,687.83)	2,503,292.64	273.22
US Treasury Notes	1.250%	06/29/20	07/31/23	761	0.170%	1,000,000.00	1,033,125.00	(10,767.10)	1,022,357.90	5,214.09
US Treasury Notes	0.125%	10/07/20	09/15/23	807	0.190%	950,000.00	948,107.42	469.61	948,577.03	348.51
US Treasury Notes	0.250%	11/27/20	11/15/23	868	0.200%	500,000.00	500,761.72	(150.23)	500,611.49	159.65
US Treasury Notes	0.125%	01/05/21	12/15/23	898	0.170%	1,000,000.00	998,789.06	197.68	998,986.74	54.64
US Treasury Notes	0.125%	01/05/21	12/15/23	898	0.170%	750,000.00	748,095.70	230.40	748,326.10	352.21
US Treasury Notes	0.125%	03/01/21	02/15/24	960	0.270%	2,600,000.00	2,589,031.25	1,219.88	2,590,251.13	1,220.99
US Treasury Notes	0.125%	04/26/21	02/15/24	960	0.300%	3,000,000.00	2,985,703.13	907.52	2,986,610.65	1,408.84
US Treasury Notes	0.250%	04/01/21	03/15/24	989	0.340%	2,500,000.00	2,493,261.72	545.33	2,493,807.05	1,834.24
US Treasury Notes	0.375%	04/26/21	04/15/24	1,020	0.340%	3,000,000.00	3,002,929.69	(175.67)	3,002,754.02	2,366.80
US Treasury Notes	0.250%	06/02/21	05/15/24	1,050	0.300%	1,700,000.00	1,697,343.75	66.65	1,697,410.40	542.80
US Treasury Notes	0.250%	06/29/21	06/15/24	1,081	0.460%	750,000.00	745,371.09	4.28	745,375.37	81.97
African Development Bank Supranational	1.625%	09/12/19	09/16/22	443	1.680%	455,000.00	454,285.65	425.74	454,711.39	2,156.51
Intl Bank of Recon & Dev	0.125%	04/13/21	04/20/23	659	0.230%	415,000.00	414,140.95	84.73	414,225.68	102.31
Inter-American Devel Bk Corp Notes	0.500%	04/17/20	05/24/23	693	0.510%	495,000.00	494,831.70	64.78	494,896.48	254.38
Asian Development Bank Corp Notes	0.375%	06/02/21	06/11/24	1,077	0.400%	1,270,000.00	1,269,238.00	15.27	1,269,253.27	291.04
NYC, NY Txbi GO Bonds	1.680%	10/04/19	10/01/21	93	1.680%	185,000.00	185,000.00	0.00	185,000.00	777.00
Connecticut St A Txbi Municipal Bonds	2.500%	06/11/20	07/01/22	366	1.660%	35,000.00	35,588.70	(302.20)	35,286.50	437.50
Tamalpais UHSD, CA Txbi GO Bonds	1.925%	09/20/19	08/01/22	397	1.930%	370,000.00	370,000.00	0.00	370,000.00	2,967.71
NYC, NY Txbi GO Bonds	1.690%	10/04/19	10/01/22	458	1.690%	180,000.00	180,000.00	0.00	180,000.00	760.50
NY ST Urban Dev Corp Bonds	0.622%	07/17/20	03/15/23	623	0.620%	175,000.00	175,000.00	0.00	175,000.00	320.50
WI St Txbi GO Bonds	1.749%	02/13/20	05/01/23	670	1.750%	110,000.00	110,000.00	0.00	110,000.00	320.65
Avondale School Dist, MI Txbi GO Bonds	1.650%	02/04/20	05/01/23	670	1.650%	245,000.00	245,000.00	0.00	245,000.00	673.75
Univ of CO Txbi Rev Bonds	2.569%	10/22/19	06/01/23	701	1.950%	190,000.00	194,096.40	(1,917.46)	192,178.94	406.76
Port Auth of NY/NJ Txbi Rev Bonds	1.086%	07/02/20	07/01/23	731	1.090%	165,000.00	165,000.00	0.00	165,000.00	1,757.06
AZ Tran Board Txbi Rev Bonds	1.795%	02/12/20	07/01/23	731	1.800%	945,000.00	945,000.00	0.00	945,000.00	8,481.38
NYC, NY Txbi GO Bonds	2.080%	09/25/19	08/01/23	762	1.940%	465,000.00	467,408.70	(1,103.13)	466,305.57	4,030.00
CT ST Txbi GO Bonds	3.000%	06/12/20	06/01/24	1,067	0.800%	165,000.00	179,026.65	(3,621.36)	175,405.29	412.50
CT ST Txbi GO Bonds	0.508%	06/04/21	06/01/24	1,067	0.510%	540,000.00	540,000.00	0.00	540,000.00	205.74
Los Angeles CCD, CA Txbi GO Bonds	0.773%	11/10/20	08/01/25	1,493	0.770%	225,000.00	225,000.00	0.00	225,000.00	724.69

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
June 30, 2021

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 06/30/21
Capital Reserve (01-122000) Continued...									
FN AB8565	2.000%	04/09/18	03/25/23	633 2.260%	47,195.97	46,635.51	369.77	47,005.28	78.66
FN AL2092	3.000%	03/06/18	07/25/27	2,216 2.698%	171,893.85	172,108.71	(76.20)	172,032.51	429.73
Fannie Mae Pool	3.500%	04/05/18	02/25/28	2,431 3.230%	254,977.09	260,793.75	(1,917.28)	258,876.47	743.68
Fannie Mae Pool	3.500%	04/05/18	03/25/28	2,460 3.230%	140,439.47	143,643.25	(1,047.56)	142,595.69	409.62
Fannie Mae Pool	3.500%	04/05/18	04/25/28	2,491 3.240%	171,502.88	175,254.51	(1,216.27)	174,038.24	500.22
FR ZT1267	2.500%	08/21/19	05/25/28	2,521 2.320%	146,187.05	148,219.97	(434.25)	147,785.72	304.56
FN CA1940	4.000%	07/11/18	06/01/28	2,528 3.640%	182,982.12	188,414.42	(1,631.80)	186,782.62	609.94
Fannie Mae Pool	4.000%	03/18/19	03/25/29	2,825 3.630%	74,082.30	76,362.66	(524.31)	75,838.35	246.94
FR SB0364	3.500%	06/21/21	06/01/35	5,084 2.830%	302,465.63	325,906.71	(27.64)	325,879.07	882.19
FHLMC Multifamily Structured Pool	2.396%	04/02/19	06/25/22	360 2.470%	345,770.27	344,986.88	556.37	345,543.25	690.39
FHLMC Multifamily Structured Pool	2.396%	04/02/19	06/25/22	360 2.470%	345,770.27	344,986.88	556.37	345,543.25	690.39
FHLMC Multifamily Structured Pool	2.716%	04/02/19	06/25/22	360 2.630%	500,000.00	501,250.00	(886.82)	500,363.18	1,131.67
FHLMC Multifamily Structured Pool	2.355%	08/14/19	07/25/22	390 1.920%	318,017.33	321,893.17	(2,524.66)	319,368.51	624.11
FHLMC Multifamily Structured Pool	2.307%	09/04/19	08/25/22	421 1.780%	225,000.00	228,322.27	(2,077.60)	226,244.67	432.56
FHLMC Multifamily Structured Pool	2.682%	06/13/19	10/25/22	482 2.210%	450,000.00	456,750.00	(4,181.52)	452,568.48	1,005.75
FHLMC Multifamily Structured Pool	2.510%	06/12/19	11/25/22	513 2.240%	450,000.00	453,937.50	(2,379.11)	451,558.39	941.25
Fannie Mae ACES	2.280%	09/11/19	12/25/22	543 2.080%	252,419.79	253,992.61	(877.67)	253,114.94	479.60
FHLMC Series K032 A1	3.016%	06/13/18	02/01/23	581 2.960%	65,961.54	66,118.71	(103.20)	66,015.51	165.78
FHLMC Multifamily Structured Pool	2.669%	06/13/18	02/25/23	605 2.790%	73,550.05	73,173.67	247.13	73,420.80	163.59
FHMS K724 A2	3.062%	02/02/21	11/01/23	854 0.580%	280,000.00	298,910.94	(2,812.11)	296,098.83	714.47
Fannie Mae ACES	3.346%	12/13/19	03/25/24	999 2.140%	202,363.80	212,197.44	(3,593.92)	208,603.52	564.26
FHMS KJ27 A1	2.092%	11/20/19	07/25/24	1,121 2.090%	178,919.47	178,915.18	1.49	178,916.67	311.92
FHMS K047 A1	2.827%	06/18/19	12/25/24	1,274 2.490%	322,238.41	327,776.89	(2,062.32)	325,714.57	759.14
FHMS KJ32 A1	0.516%	11/18/20	06/25/25	1,456 0.520%	200,655.20	200,654.38	0.11	200,654.49	86.28
FHMS KJ31 A1	0.569%	10/20/20	05/25/26	1,790 0.570%	198,642.34	198,638.38	0.48	198,638.86	94.19
FHR 4096 PA	1.375%	02/21/20	08/15/27	2,237 1.490%	289,921.65	287,566.05	426.32	287,992.37	332.20
FNR 2012-107 GA	1.500%	12/03/19	09/25/27	2,278 1.690%	148,572.04	146,517.58	416.56	146,934.14	185.72
FNR 2013-39 MP	1.750%	12/09/19	05/25/28	2,521 1.860%	306,726.27	304,138.27	479.07	304,617.34	447.31
FHR 3745 NP	4.000%	09/12/19	06/15/39	6,559 3.740%	61,823.13	64,032.82	(200.49)	63,832.33	206.08
FNR 2015-33 P	2.500%	02/14/20	06/25/45	8,761 2.400%	204,703.61	208,605.77	(210.05)	208,395.72	426.47
Federal Farm Credit Banks Notes	0.530%	03/10/20	01/18/22	202 0.610%	965,000.00	963,677.95	926.03	964,603.98	2,315.73
Freddie Mac Notes	0.125%	07/21/20	07/25/22	390 0.240%	920,000.00	917,920.80	974.27	918,895.07	498.33
Freddie Mac Notes	0.375%	04/17/20	04/20/23	659 0.460%	955,000.00	952,612.50	952.82	953,565.32	706.30
Freddie Mac Notes	0.375%	05/05/20	05/05/23	674 0.390%	910,000.00	909,617.80	146.87	909,764.67	530.83
Fannie Mae Notes	0.250%	05/20/20	05/22/23	691 0.350%	970,000.00	967,080.30	1,079.89	968,160.19	262.71
Fannie Mae Notes	0.250%	06/01/20	05/22/23	691 0.310%	2,000,000.00	1,996,260.00	1,359.37	1,997,619.37	541.67
Freddie Mac Notes	0.250%	06/24/20	06/26/23	726 0.350%	875,000.00	872,445.00	863.33	873,308.33	30.38
Freddie Mac Notes	0.250%	06/29/20	06/26/23	726 0.300%	2,500,000.00	2,496,275.00	1,249.63	2,497,524.63	86.81
Fannie Mae Notes	0.250%	07/08/20	07/10/23	740 0.320%	1,130,000.00	1,127,570.50	789.86	1,128,360.36	1,341.88
Freddie Mac Notes	0.250%	08/19/20	08/24/23	785 0.280%	1,070,000.00	1,068,908.60	312.11	1,069,220.71	943.68
Freddie Mac Notes	0.250%	09/02/20	09/08/23	800 0.240%	510,000.00	510,093.13	(25.42)	510,067.71	400.21
Freddie Mac Notes	0.250%	09/02/20	09/08/23	800 0.260%	680,000.00	679,775.60	61.26	679,836.86	533.61
Freddie Mac Notes	0.250%	11/03/20	11/06/23	859 0.280%	1,220,000.00	1,218,902.00	238.43	1,219,140.43	465.97
Fannie Mae Notes	0.250%	11/23/20	11/27/23	880 0.290%	1,050,000.00	1,048,803.00	237.87	1,049,040.87	247.92
Freddie Mac Notes	0.250%	12/02/20	12/04/23	887 0.280%	990,000.00	989,019.90	187.07	989,206.97	185.63
Weighted Avg Maturity			801	0.811%	\$ 66,006,142.02	\$ 66,105,064.71	(37,663.53)	\$ 66,067,401.18	\$ 105,980.18
TOTAL ALL FUNDS				1.071%	\$ 176,841,894.42	\$ 177,391,736.42	(30,804.55)	\$ 177,360,931.87	\$ 379,403.49
Less: Net Unsettled Trades								\$ 177,360,931.87	
June 30, 2021				90 DAY US TREASURY YIELD	0.05%				
				3 month US Treasury Bill Index	0.04%				
				0-3 Year US Treasury Index	0.19%				
				1-3 Year US Treasury Index	0.24%				
				1-5 Year US Treasury Index	0.40%				
				1-10 Year US Treasury Index	0.64%				

DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS
TREASURER'S REPORT
STATEMENT OF CASH FLOWS
For the Period from May 1, 2021 to June 30, 2021

CASH FLOWS FROM OPERATING ACTIVITIES

Cash received from customers	\$ 21,383,919
Cash payments to suppliers	(20,442,390)
Cash payments to employees	<u>(552,577)</u>
Net cash from operating activities	388,952

CASH FLOWS FROM NONCAPITAL
FINANCING ACTIVITIES

Cash received from sales taxes	8,377
Cash received/paid from long term loans	72,392
Cash payments for net pension activity	<u>0</u>
Net cash from noncapital financing activities	80,769

CASH FLOWS FROM CAPITAL AND
RELATED FINANCING ACTIVITIES

Interest paid	0
Principal Paid	0
Construction and purchase of capital assets	<u>(445,702)</u>
Net cash from capital and related financing activities	(445,702)

CASH FLOWS FROM INVESTING ACTIVITIES

Investment income	<u>435,080</u>
Net cash from investing activities	435,080

Net Increase (Decrease) in cash and investments 459,099

CASH AND INVESTMENTS, MAY 1, 2021 210,780,347

CASH AND INVESTMENTS, JUNE 30, 2021 \$ 211,239,446

June 30, 2021
 TREASURER'S REPORT
 DPWC MONTHLY CASH/OPERATING REPORT

	6/30/2021		
	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>	\$ 69,210,969 180	\$ 72,532,646 189	\$ 3,321,677
B. Capital Reserve	\$ 64,750,000	\$ 65,894,146	\$ 1,144,146
C. Long Term Water Capital Reserve	\$ 20,425,000	\$ 22,176,862	\$ 1,751,862
D. O+M Account (1)	\$ 13,288,148	\$ 36,580,998	\$ 23,292,849
E. Current Construction Obligation and Customer Construction Escrows	\$ 173,255	\$ 173,255	\$ -
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$ 167,847,372	\$ 197,357,908	\$ 29,510,535

TABLE 2		
OTHER CASH		
F. General Fund		\$ 13,881,247
G. Sales Tax		\$ 291
TOTAL TABLE 2-OTHER CASH		\$ 13,881,538
TOTAL MONTH END FUNDS CASH BALANCE-Table1+2		\$ 211,239,446

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
INTEROFFICE MEMORANDUM**

TO: Chairman and Commissioners
FROM: Bill Fates, Treasurer
DATE: August 10, 2021
SUBJECT: TREASURER'S REPORT – July 31, 2021

I am pleased to report that I have reviewed and approved all journal entries and bank reconciliations for the month of July. 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 \$209.7 million on July 31st, a decrease of \$1.6 million compared to the previous month.
2. The balance in the BMO Harris checking account was \$32.2 million on July 31st, down \$1.7 million compared to the \$33.9 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 July, the IIIT money market accounts increased by \$0.8 million from the prior month.
5. In July, our holdings of asset backed/collateralized mortgage obligations decreased by \$0.7 million during the month.
6. The current holdings of cash and investments are in compliance with the approved investment policy.
7. For the three months ended July 31, 2021, the Commission's cash and investments decreased a total of \$1.1 million.
 - The Operating & Maintenance Account decreased by \$1.6 million for an ending balance of \$34.9 million.
 - The General Account increased by approximately \$1,900 for an ending balance of \$13.9 million.
 - The Sales Tax Account remained unchanged at \$291.
 - The Operating Reserve Account increased by approximately \$265,000 for a balance of \$72.6 million.

- The Capital Reserve Fund increased by about approximately \$167,000 for a balance of \$66.1 million.
- The Long-Term Capital Reserve Account increased by approximately \$65,000 for a balance of \$22.2 million.

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

Cash and Investments by Account

Account	Balance 4/30/2021	Balance 07/31/2021	Increase (Decrease)
Operations & Maintenance	\$36,535,808	\$34,911,554	\$(1,624,254)
General Account	13,879,929	13,881,859	1,930
Sales Tax	291	291	0
Operating Reserve	72,317,590	72,582,309	264,719
Capital Reserve	65,928,010	66,095,144	167,134
Long-Term Cap. Reserve	22,118,719	22,183,294	64,575
Total Cash & Investments	\$210,780,347	\$209,654,451	\$(1,125,896)

Schedule of Investments (Pages 5-11)

1. The average yield to maturity on the Commission's investments was 1.06%, down from the prior month average yield to maturity of 1.07%.
2. The portfolio ended the month of July 2021 with \$2.3 million of unrealized gains, compared to \$2.3 million in unrealized gains at April 30, 2021.
3. The amortized cost of our investments was \$177.4 million at July 31st.

Statement of Cash Flows (Page 12)

1. The statement of cash flows shows a breakdown of the \$\$1.1 million decrease in cash and investments for the fiscal year.
2. Operating activities decreased cash by approximately \$1.2 million as of the end of July 2021.
3. The decrease in Loans Receivable, primarily related to Bartlett activity, increased cash by approximately \$109,000.
4. Capital Assets purchased were \$0.6 million.
5. Cash flow from investment activity generated \$530,000 of income.

Reserve Analysis (Page 13)

4. The reserve analysis report shows the Commission has met all recommended reserve balances on July 31st.
5. The Operating and Maintenance Account was \$34.9 million which is a balance currently sufficient to cover an estimated 91 days of normal operation and maintenance costs.
6. The Operating Reserve account was \$72.6 million which is approximately 189 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
 July 31, 2021

FUNDS CONSIST OF:	July 31, 2021	June 30, 2021	INCR. - (DECR.)
PETTY CASH	1,300.00	1,300.00	0.00
CASH AT HARRIS BANK	32,207,356.90	33,877,213.80	(1,669,856.90)
TOTAL CASH	32,208,656.90	33,878,513.80	(1,669,856.90)
IIIT MONEY MARKET FUNDS	10,865,107.94	10,090,568.18	774,539.76
BMO HARRIS MONEY MARKET FUNDS	2,702,896.91	2,702,483.76	413.15
U. S. TREASURY INVESTMENTS	70,269,230.95	70,270,629.95	(1,399.00)
U. S. AGENCY INVESTMENTS	47,264,460.51	47,261,770.64	2,689.87
MUNICIPAL BONDS	14,050,458.21	14,052,622.36	(2,164.15)
COMMERCIAL PAPER	3,999,081.67	3,998,478.89	602.78
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	28,294,557.60	28,984,378.09	(689,820.49)
CERTIFICATES OF DEPOSIT	0.00	0.00	0.00
TOTAL INVESTMENTS	177,445,793.79	177,360,931.87	84,861.92
TOTAL CASH AND INVESTMENTS	209,654,450.69	211,239,445.67	(1,584,994.98)
	July 31, 2021	June 30, 2021	% CHANGE
IIIT MONEY MARKET FUNDS	6.2%	5.8%	7.7%
BMO HARRIS MONEY MARKET FUNDS	1.5%	1.5%	0.0%
U. S. TREASURY INVESTMENTS	39.6%	39.6%	0.0%
U. S. AGENCY INVESTMENTS	26.6%	26.6%	0.0%
MUNICIPAL BONDS	7.9%	7.9%	0.0%
COMMERCIAL PAPER	2.3%	2.3%	0.0%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	15.9%	16.3%	-2.4%
CERTIFICATES OF DEPOSIT	0.0%	0.0%	N/A
TOTAL INVESTMENTS	100.0%	100.0%	0.0%

Note 1 - Investments are carried at amortized cost.

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
July 31, 2021

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 07/31/21
Water Fund Oper. & Maint. Acct. (01-121103)										
BMO Harris - Money Market	0.180%	07/31/21	08/01/21	1	0.180%	\$ 2,702,896.91	\$ 2,702,896.91	0.00	\$ 2,702,896.91	-
Water Fund General Account (01-121700)										
IIIT - Money Market	0.030%	07/31/21	08/01/21	1	0.030%	9,882,777.20	9,882,777.20	0.00	9,882,777.20	-
BNP Paribas NY CP	0.000%	02/03/21	08/04/21	182	0.170%	2,000,000.00	1,998,290.56	1,681.11	1,999,971.67	-
MUFG Bank LT/NY CP	0.000%	02/03/21	10/29/21	268	0.180%	2,000,000.00	1,997,330.00	1,780.00	1,999,110.00	-
	Weighted Avg Maturity			1	0.072%	\$ 13,882,777.20	\$ 13,878,397.76	3,461.11	\$ 13,881,858.87	\$ -
Sales Tax Funds (01-123000)										
IIIT - Money Market	0.030%	07/31/21	08/01/21	1	0.030%	291.08	291.08	0.00	291.08	-
	Weighted Avg Maturity			1	0.030%	\$ 291.08	\$ 291.08	0.00	\$ 291.08	\$ -
Water Fund Operating Reserve (01-121800)										
IIIT - Money Market	0.030%	07/31/21	08/01/21	1	0.030%	601,444.95	601,444.95	0.00	601,444.95	-
US Treasury Notes	0.125%	10/07/20	09/30/22	426	0.150%	1,400,000.00	1,399,234.38	314.94	1,399,549.32	588.11
US Treasury Notes	1.625%	07/01/19	11/15/22	472	1.740%	700,000.00	697,375.00	1,621.45	698,996.45	2,411.01
US Treasury Notes	1.750%	09/03/19	01/31/23	549	1.370%	1,500,000.00	1,518,808.59	(10,523.13)	1,508,285.46	71.33
US Treasury Notes	1.750%	06/04/18	01/31/23	549	2.760%	2,525,000.00	2,414,629.89	74,791.98	2,489,421.87	120.08
US Treasury Notes	0.125%	03/12/21	02/28/23	577	0.150%	1,000,000.00	999,531.25	91.13	999,622.38	523.10
US Treasury Notes	2.250%	01/29/19	12/31/23	883	2.560%	1,270,000.00	1,251,991.80	9,159.60	1,261,151.40	2,484.78
US Treasury Notes	0.125%	02/18/21	02/15/24	929	0.210%	750,000.00	748,095.70	284.51	748,380.21	432.49
US Treasury Notes	2.375%	03/01/19	02/29/24	943	2.560%	550,000.00	545,208.98	2,313.99	547,522.97	5,466.37
US Treasury Notes	2.125%	04/01/19	03/31/24	974	2.300%	1,050,000.00	1,041,140.63	4,133.40	1,045,274.03	7,498.46
US Treasury Notes	2.000%	05/28/19	04/30/24	1,004	2.100%	1,420,000.00	1,413,121.88	3,043.35	1,416,165.23	7,177.17
US Treasury Notes	1.500%	05/06/21	11/30/24	1,218	0.450%	1,000,000.00	1,036,992.19	(2,361.81)	1,034,630.38	2,540.98
US Treasury Notes	1.750%	01/02/20	12/31/24	1,249	1.650%	500,000.00	502,363.28	(743.64)	501,619.64	760.87
US Treasury Notes	1.375%	02/03/20	01/31/25	1,280	1.370%	1,000,000.00	1,000,078.13	(23.28)	1,000,054.85	37.36
US Treasury Notes	2.000%	05/06/21	02/15/25	1,295	0.490%	1,000,000.00	1,056,406.25	(3,399.94)	1,053,006.31	9,226.52
US Treasury Notes	1.125%	03/02/20	02/28/25	1,308	0.830%	1,000,000.00	1,014,335.94	(4,052.15)	1,010,283.79	4,707.88
US Treasury Notes	0.250%	06/29/21	09/30/25	1,522	0.760%	1,000,000.00	978,867.19	435.45	979,302.64	840.16
US Treasury Notes	0.250%	11/03/20	10/31/25	1,553	0.390%	500,000.00	496,523.44	515.19	497,038.63	315.90
US Treasury Notes	0.375%	12/08/20	11/30/25	1,583	0.380%	925,000.00	924,819.34	23.28	924,842.62	587.60
US Treasury Notes	0.375%	01/05/21	12/31/25	1,614	0.370%	1,500,000.00	1,500,410.16	(46.45)	1,500,363.71	489.13
US Treasury Notes	0.375%	03/01/21	01/31/26	1,645	0.690%	1,000,000.00	984,765.63	1,281.55	986,047.18	10.19
US Treasury Notes	1.625%	03/01/21	02/15/26	1,660	0.690%	1,000,000.00	1,045,585.94	(3,803.03)	1,041,782.91	7,496.55
US Treasury Notes	0.750%	06/02/21	03/31/26	1,704	0.760%	750,000.00	749,707.03	9.65	749,716.68	1,890.37
US Treasury Notes	0.750%	06/02/21	04/30/26	1,734	0.770%	750,000.00	749,121.09	28.46	749,149.55	1,421.54
African Development Bank Supranational	1.625%	09/12/19	09/16/22	412	1.680%	670,000.00	668,948.10	656.72	669,604.82	4,082.81
Intl Bank of Recon & Dev	0.125%	04/13/21	04/20/23	628	0.230%	510,000.00	508,944.30	148.95	509,093.25	178.85
Asian Development Bank Corp Notes	0.375%	06/02/21	06/11/24	1,046	0.400%	1,405,000.00	1,404,157.00	40.69	1,404,197.69	761.04

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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 07/31/21
Water Fund Operating Reserve (01-121800) Continued...									
NY ST Urban Dev Corp Bonds	0.622%	07/17/20	03/15/23	592 0.620%	220,000.00	220,000.00	0.00	220,000.00	516.95
Avondale School Dist, MI Txbi GO Bonds	1.650%	02/04/20	05/01/23	639 1.650%	350,000.00	350,000.00	0.00	350,000.00	1,443.75
Univ of CO Txbi Rev Bonds	2.569%	10/22/19	06/01/23	670 1.950%	280,000.00	286,036.80	(2,967.94)	283,068.86	1,198.87
Port Auth of NY/NJ Txbi Rev Bonds	1.086%	07/02/20	07/01/23	700 1.090%	205,000.00	205,000.00	0.00	205,000.00	185.53
Long Beach CCD, CA Txbi GO Bonds	1.743%	10/09/19	08/01/23	731 1.740%	280,000.00	280,000.00	0.00	280,000.00	2,440.20
Tamalpais UHSD, CA Txbi GO Bonds	1.971%	09/20/19	08/01/23	731 1.970%	295,000.00	295,000.00	0.00	295,000.00	2,907.23
NYC, NY Txbi GO Bonds	2.080%	09/25/19	08/01/23	731 1.940%	685,000.00	688,548.30	(1,703.39)	686,844.91	7,124.00
OR ST Dept of Trans Txbi Rev Bonds	1.946%	11/07/19	11/15/23	837 1.950%	300,000.00	300,000.00	0.00	300,000.00	1,232.47
Houston, TX Txbi GO Bonds	1.950%	08/23/19	03/01/24	944 1.950%	765,000.00	765,000.00	0.00	765,000.00	6,215.63
New York St Urban Dev Corp SAL Bonds	2.020%	10/24/19	03/15/24	958 2.020%	680,000.00	680,000.00	0.00	680,000.00	5,189.16
TX ST Trans Comm Txbi GO Bonds	4.000%	12/11/19	04/01/24	975 1.990%	410,000.00	443,812.70	(12,875.91)	430,936.79	5,466.67
WI St Txbi GO Bonds	1.775%	02/11/20	05/01/24	1,005 1.780%	200,000.00	200,000.00	0.00	200,000.00	887.50
WI St Txbi GO Bonds	1.857%	10/02/19	05/01/24	1,005 1.860%	275,000.00	275,000.00	0.00	275,000.00	1,276.69
CT ST Txbi GO Bonds	3.000%	06/12/20	06/01/24	1,036 0.800%	240,000.00	260,402.40	(5,707.56)	254,694.84	1,200.00
Connecticut St A Txbi Municipal Bonds	1.998%	06/11/20	07/01/24	1,066 2.000%	120,000.00	120,000.00	0.00	120,000.00	199.80
NYC, NY Txbi GO Bonds	1.790%	10/04/19	10/01/24	1,158 1.790%	675,000.00	675,000.00	0.00	675,000.00	4,027.50
NY ST Urban Dev Corp Bonds	1.115%	06/18/20	03/15/25	1,323 1.120%	395,000.00	395,000.00	0.00	395,000.00	1,663.83
FL ST Board of Admin Txbi Rev	1.258%	09/16/20	07/01/25	1,431 1.110%	100,000.00	100,707.00	(128.95)	100,578.05	104.83
FL ST Board of Admin Txbi Rev	1.258%	09/16/20	07/01/25	1,431 1.260%	410,000.00	410,000.00	0.00	410,000.00	429.82
Los Angeles CCD, CA Txbi GO Bonds	0.773%	11/10/20	08/01/25	1,462 0.770%	275,000.00	275,000.00	0.00	275,000.00	1,062.88
MN St Txbi GO Bonds	0.630%	08/25/20	08/01/25	1,462 0.630%	740,000.00	740,000.00	0.00	740,000.00	2,331.00
FNMA Pool #AJ3174	3.500%	02/17/16	10/01/26	1,888 2.820%	107,094.23	113,787.62	(3,437.29)	110,350.33	312.36
FN AL2092	3.000%	03/06/18	07/25/27	2,185 2.980%	219,240.02	219,514.06	(99.69)	219,414.37	548.10
FN AP4718	2.500%	07/20/18	08/25/27	2,216 2.750%	169,874.39	166,503.42	1,128.77	167,632.19	353.90
Fannie Mae Pool	3.500%	04/05/18	02/01/28	2,376 3.230%	295,056.32	301,787.31	(2,276.80)	299,510.51	860.58
Fannie Mae Pool	3.500%	04/05/18	03/01/28	2,405 3.230%	57,697.45	59,013.67	(441.65)	58,572.02	168.28
FR ZT1267	2.500%	08/21/19	05/25/28	2,490 3.320%	207,993.23	210,885.66	(646.10)	210,239.56	433.32
FN CA1940	4.000%	07/11/18	06/01/28	2,497 3.640%	241,784.25	248,962.21	(2,217.78)	246,744.43	805.95
FNMA Pool #AU1266	3.000%	10/31/17	07/25/28	2,551 2.720%	256,883.75	263,426.27	(2,300.63)	261,125.64	642.21
Fannie Mae Pool	4.000%	03/18/19	03/25/29	2,794 3.630%	123,202.94	126,995.28	(904.28)	126,091.00	410.68
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	3,076 3.000%	112,080.17	118,664.88	(2,752.04)	115,912.84	326.90
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	3,288 2.630%	199,808.27	208,581.11	(3,280.21)	205,300.90	499.52
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	3,380 2.960%	175,045.15	186,395.74	(4,209.71)	182,186.03	510.55
FR ZST331	3.000%	02/13/20	12/01/30	3,410 2.600%	363,069.78	376,798.37	(1,847.21)	374,951.16	907.67
FN FM1082	3.000%	08/19/19	09/25/31	3,708 2.720%	270,580.66	278,402.14	(1,265.61)	277,136.53	676.45
FG G16720	3.500%	01/25/19	11/15/31	3,759 3.340%	214,712.76	218,168.27	(678.64)	217,489.63	626.25
FG G16635	3.000%	04/18/19	02/15/32	3,851 2.930%	347,222.40	349,975.76	(490.26)	349,485.50	868.06
Fannie Mae Pool	3.500%	02/13/18	01/25/33	4,196 3.300%	235,421.19	240,865.30	(1,265.35)	239,599.95	686.65
Freddie Mac Pool	4.000%	06/07/18	02/15/33	4,217 3.730%	98,830.93	101,811.30	(637.77)	101,173.53	329.44
FN CA1455	4.000%	12/20/18	03/25/33	4,255 3.760%	296,565.97	304,281.32	(1,419.84)	302,861.48	988.55
FN BM5830	3.500%	06/05/19	04/25/34	4,651 3.180%	325,496.61	337,702.73	(1,751.48)	335,951.25	949.37
FN FM0047	3.000%	06/17/21	12/01/34	4,871 2.450%	334,243.89	355,395.26	(193.65)	355,201.61	835.61
FN FM2694	3.500%	06/05/19	04/25/34	4,651 2.570%	367,788.49	387,557.13	(1,790.56)	385,766.57	919.47
FR SB0364	3.500%	06/21/21	06/01/35	5,053 2.830%	325,940.59	351,200.98	(183.66)	351,017.32	950.66
FN FM3701	2.500%	07/27/20	07/01/35	5,083 2.040%	283,354.09	299,956.87	(1,121.07)	298,835.80	590.32
FN FM5714	4.000%	03/19/21	11/01/35	5,206 3.230%	290,150.43	316,082.62	(627.16)	315,455.46	967.17

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Water Fund Operating Reserve (01-121800) Continued...										
FHLMC Multifamily Structured Pool	2.396%	03/28/19	06/25/22	329	2.470%	591,259.20	589,919.64	987.29	590,906.93	1,180.55
FHLMC Multifamily Structured Pool	2.716%	04/02/19	06/25/22	329	2.630%	650,000.00	651,625.00	(1,196.55)	650,428.45	1,471.17
FHLMC Multifamily Structured Pool	2.355%	08/14/19	07/25/22	359	1.920%	465,786.65	471,463.43	(3,865.85)	467,597.58	914.11
FHLMC Multifamily Structured Pool	2.682%	06/13/19	10/25/22	451	2.210%	650,000.00	659,750.00	(6,291.63)	653,458.37	1,452.75
FHLMC Multifamily Structured Pool	2.510%	06/12/19	11/25/22	482	2.240%	650,000.00	655,687.50	(3,579.48)	652,108.02	1,359.58
FNA 201-M7	2.280%	09/04/19	12/25/22	512	1.860%	201,010.64	203,644.08	(1,545.67)	202,098.41	381.92
FNA 201-M7	2.280%	09/11/19	12/25/22	512	2.080%	371,985.22	374,303.05	(1,354.70)	372,948.35	706.77
FHLMC Series K032 A1	3.016%	06/13/18	02/01/23	550	2.960%	77,210.51	76,815.42	266.67	77,082.09	171.73
FHLMC Multifamily Structured Pool	2.669%	06/13/18	02/25/23	574	2.790%	86,514.04	86,720.18	(139.14)	86,581.04	217.44
FHMS KP05 A1	3.203%	12/07/18	07/01/23	700	3.200%	24,932.79	24,932.71	0.05	24,932.76	66.55
FHLMC Multifamily Structured Pool	2.741%	10/31/17	10/25/23	816	2.380%	446,223.97	455,147.57	(5,637.49)	449,510.08	1,019.25
FHMS K724 A2	3.062%	02/02/21	11/01/23	823	0.580%	340,000.00	362,963.28	(4,125.14)	358,838.14	867.57
FHLMC Multifamily Structured Pool	2.951%	12/15/17	02/25/24	939	2.600%	273,243.69	278,699.01	(3,221.38)	275,477.63	671.95
Fannie Mae ACES	3.346%	12/13/19	03/25/24	968	2.140%	296,996.89	311,429.08	(5,566.03)	305,863.05	828.13
FHMS K731 A1	3.481%	04/06/18	04/01/24	975	3.110%	147,574.62	150,526.11	(1,632.80)	148,893.31	428.09
FHMS KJ27 A1	2.092%	11/20/19	07/25/24	1,090	2.090%	239,275.94	239,270.17	2.11	239,272.28	417.14
FHMS KJ32 A1	3.627%	06/20/18	09/25/24	1,152	3.270%	276,153.39	281,672.59	(2,763.27)	278,909.32	834.67
FHMS KJ25 A1	2.149%	09/18/19	11/25/24	1,213	2.150%	128,900.45	128,899.70	0.27	128,899.97	230.84
FHMS K043 A2	3.062%	03/19/20	12/25/24	1,243	1.950%	190,000.00	199,410.94	(2,715.54)	196,695.40	484.82
FHMS K047 A1	2.827%	06/18/19	12/25/24	1,243	2.490%	459,674.41	467,575.06	(3,064.98)	464,510.08	1,082.92
FHMS KJ28 A1	1.766%	02/19/20	02/01/25	1,281	1.770%	291,969.26	291,968.06	0.35	291,968.41	429.68
FHLMC Multifamily Structured Pool	3.139%	04/11/19	06/01/25	1,401	1.800%	341,820.08	343,529.17	(560.95)	342,968.22	539.79
FHMS KJ31 A1	0.569%	10/20/20	05/25/26	1,759	2.780%	624,184.38	636,667.44	(4,667.19)	632,000.25	1,632.76
FHMS K736 A1	1.895%	09/04/19	06/01/26	1,766	0.570%	219,585.94	219,581.55	0.60	219,582.15	104.12
FHMS K737 A1	2.116%	01/22/20	06/01/26	1,766	2.030%	490,559.94	493,009.80	(581.23)	492,428.57	865.02
FHR 4096 PA	1.375%	02/21/20	08/01/27	2,192	1.490%	417,711.08	414,317.19	653.01	414,970.20	478.63
FNR 2012-107 GA	1.500%	12/03/19	09/01/27	2,223	1.690%	211,289.65	208,367.91	624.46	208,992.37	264.11
FHS 287 150	1.500%	12/21/17	10/01/27	2,253	1.840%	233,440.93	226,437.70	2,579.31	229,017.01	291.80
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	2,345	1.440%	215,892.97	212,831.67	569.74	213,401.41	224.89
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	2,466	1.860%	435,808.58	432,131.45	717.90	432,849.35	635.55
FNR 2013-19 GE	2.500%	10/25/19	03/01/33	4,231	2.400%	212,118.06	214,438.10	(305.31)	214,132.79	441.91
Freddie Mac	3.000%	05/03/19	04/15/34	4,641	2.960%	414,250.09	416,288.97	(305.72)	415,983.25	1,035.63
FHR 3745 NP	4.000%	09/12/19	06/01/39	6,514	3.740%	86,652.62	89,749.78	(294.35)	89,455.43	288.84
FNR 2013-75 PC	2.500%	04/15/20	04/01/43	7,914	2.200%	262,119.33	276,290.16	(791.31)	275,498.85	546.08
FNR 2015-33 P	2.500%	02/14/20	06/01/45	8,706	2.400%	293,772.02	299,372.06	(320.24)	299,051.82	612.03
FNR 2016-19 AH	3.000%	07/08/20	04/25/46	9,034	2.580%	148,099.66	159,918.69	(483.18)	159,435.51	370.25
FHR 5000 LB	1.250%	08/07/20	07/25/46	9,125	1.160%	330,135.88	336,635.45	(243.37)	336,392.08	343.89
FNR 2016-79 HA	2.000%	06/05/20	11/25/46	9,248	1.830%	233,488.64	242,025.59	(369.29)	241,656.30	389.15
Federal Farm Credit Banks Notes	0.530%	03/10/20	01/18/22	171	0.610%	1,420,000.00	1,418,054.60	1,452.53	1,419,507.13	271.77
Freddie Mac Notes	0.375%	04/17/20	04/20/23	628	0.460%	1,395,000.00	1,391,512.50	1,490.55	1,393,003.05	1,467.66
Freddie Mac Notes	0.375%	05/05/20	05/05/23	643	0.390%	1,335,000.00	1,334,439.30	231.36	1,334,670.66	1,195.94
Fannie Mae Notes	0.250%	05/20/20	05/22/23	660	0.350%	1,420,000.00	1,415,725.80	1,701.87	1,417,427.67	680.42
Freddie Mac Notes	0.250%	06/24/20	06/26/23	695	0.350%	1,295,000.00	1,291,218.60	1,384.79	1,292,603.39	314.76
Fannie Mae Notes	0.250%	07/08/20	07/10/23	709	0.320%	1,395,000.00	1,392,000.75	1,060.01	1,393,060.76	203.44
Freddie Mac Notes	0.250%	10/02/20	12/01/23	853	0.280%	1,220,000.00	1,218,792.20	264.72	1,219,056.92	482.92
Fannie Mae Notes	2.500%	02/07/19	02/05/24	919	2.580%	930,000.00	926,540.40	1,717.46	928,257.86	11,366.67
FHLB Bonds	2.500%	02/14/19	02/13/24	927	2.580%	1,020,000.00	1,016,389.20	1,777.69	1,018,166.89	11,900.00
Federal Farm Credit Banks Notes	0.875%	04/03/20	04/08/24	982	0.880%	1,420,000.00	1,420,000.00	0.00	1,420,000.00	3,900.07
Fannie Mae Notes	1.625%	01/08/20	01/07/25	1,256	1.690%	1,210,000.00	1,206,140.10	1,204.10	1,207,344.20	1,310.83
Federal Home Loan Bank Notes	0.500%	04/15/20	04/14/25	1,353	0.600%	1,060,000.00	1,054,742.40	1,360.52	1,056,102.92	1,575.28
Fannie Mae Notes	0.625%	06/01/20	04/22/25	1,361	0.500%	500,000.00	502,950.00	(702.38)	502,247.62	859.37
Fannie Mae Notes	0.625%	04/22/20	04/22/25	1,361	0.670%	1,225,000.00	1,222,476.50	641.94	1,223,118.44	2,105.47
Fannie Mae Notes	0.500%	06/29/20	06/17/25	1,417	0.470%	1,000,000.00	1,001,280.00	(280.29)	1,000,999.71	611.11
Freddie Mac Notes	0.375%	07/21/20	07/21/25	1,451	0.480%	420,000.00	417,908.40	428.87	418,337.27	43.75
Federal Home Loan Bank Notes	0.375%	09/10/20	09/04/25	1,496	0.440%	150,000.00	149,550.00	80.15	149,630.15	229.69
Freddie Mac Notes	0.375%	09/23/20	09/23/25	1,515	0.440%	680,000.00	677,953.20	347.87	678,301.07	906.67
		Weighted Avg Maturity	1.409		1.409%	\$ 72,220,224.43	\$ 72,601,519.75	(19,210.83)	\$ 72,582,308.92	\$ 189,100.88

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(Unaudited)
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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 07/31/21
Water Fund L-T Water Capital Reserve (01-121900)										
IIIT - Money Market (PFM Asset Management)	0.030%	07/31/21	08/01/21	1	0.030%	161,156.12	161,156.12	0.00	161,156.12	-
US Treasury Notes	0.125%	06/14/21	05/31/23	669	0.160%	375,000.00	374,765.63	15.10	374,780.73	79.41
US Treasury Notes	1.375%	08/31/17	06/30/23	699	1.850%	175,000.00	170,378.91	3,106.05	173,484.96	209.24
US Treasury Notes	0.125%	06/29/21	06/30/23	699	0.250%	500,000.00	498,750.00	54.79	498,804.79	54.35
US Treasury Notes	1.375%	09/01/16	08/31/23	761	1.470%	125,000.00	124,208.99	555.63	124,764.62	719.26
US Treasury Notes	1.375%	01/03/17	08/31/23	761	2.240%	200,000.00	189,320.31	7,338.16	196,658.47	1,150.81
US Treasury Notes	1.875%	04/26/21	08/31/23	761	0.430%	1,000,000.00	1,048,007.81	(3,771.48)	1,044,236.33	7,846.47
US Treasury Notes	2.125%	12/01/17	11/30/24	1,218	2.280%	475,000.00	470,416.99	2,397.46	472,814.45	1,709.87
US Treasury Notes	2.125%	07/01/19	02/15/25	1,295	1.820%	250,000.00	252,412.11	(893.24)	251,518.87	2,306.63
US Treasury Notes	2.125%	05/03/16	05/15/25	1,384	1.760%	150,000.00	154,558.59	(2,645.81)	151,912.78	675.61
US Treasury Notes	2.875%	07/02/18	05/31/25	1,400	2.830%	250,000.00	250,732.42	(326.46)	250,405.96	1,217.55
US Treasury Notes	0.250%	10/01/20	09/30/25	1,522	0.330%	340,000.00	338,578.91	232.16	338,811.07	285.66
US Treasury Notes	2.250%	07/06/16	11/15/25	1,568	1.320%	105,000.00	113,613.28	(4,663.32)	108,949.96	500.74
US Treasury Notes	2.250%	06/27/16	11/15/25	1,568	1.450%	115,000.00	123,036.52	(4,360.74)	118,675.78	548.44
US Treasury Notes	0.375%	04/26/21	01/31/26	1,645	0.790%	1,000,000.00	980,468.75	1,077.59	981,546.34	10.19
US Treasury Notes	1.625%	03/01/21	02/15/26	1,660	0.690%	500,000.00	522,792.97	(1,901.51)	520,891.46	3,748.27
US Treasury Notes	1.625%	06/04/18	05/15/26	1,749	2.930%	250,000.00	227,099.61	9,101.74	236,201.35	861.07
US Treasury Notes	1.625%	09/10/18	05/15/26	1,749	2.900%	275,000.00	250,980.47	9,040.53	260,021.00	947.18
US Treasury Notes	2.000%	12/04/18	11/15/26	1,933	2.920%	225,000.00	210,445.31	4,861.60	215,306.91	953.80
US Treasury Notes	0.500%	06/29/20	06/30/27	2,160	0.490%	500,000.00	500,195.31	(30.34)	500,164.97	217.39
US Treasury Notes	2.250%	06/04/18	08/15/27	2,206	2.950%	250,000.00	236,035.16	4,794.96	240,830.12	2,594.96
US Treasury Notes	2.250%	08/01/19	08/15/27	2,206	1.950%	250,000.00	255,566.41	(1,380.21)	254,186.20	2,594.96
US Treasury Notes	0.500%	09/02/20	08/31/27	2,222	0.450%	200,000.00	200,671.88	(87.37)	200,584.51	418.48
US Treasury Notes	2.250%	05/01/19	11/15/27	2,298	2.440%	250,000.00	246,328.13	967.71	247,295.84	1,192.26
US Treasury Notes	0.625%	12/11/20	11/30/27	2,313	0.620%	200,000.00	200,109.38	(9.90)	200,099.48	211.75
US Treasury Notes	0.625%	01/05/21	12/31/27	2,344	0.660%	200,000.00	199,476.56	42.30	199,518.86	108.70
US Treasury Notes	2.750%	01/30/19	02/15/28	2,390	2.710%	250,000.00	250,722.66	(199.81)	250,522.85	3,171.62
US Treasury Notes	2.875%	04/05/21	05/15/28	2,480	1.420%	385,000.00	422,717.97	(1,686.04)	421,031.93	2,346.09
US Treasury Notes	1.250%	06/04/21	05/31/28	2,496	1.230%	500,000.00	500,664.06	(14.32)	500,649.74	1,058.74
US Treasury Notes	3.125%	05/01/19	02/15/28	2,390	2.470%	150,000.00	158,320.31	(1,962.49)	156,357.82	993.55
US Treasury Notes	2.625%	06/03/19	02/15/29	2,756	2.120%	100,000.00	104,406.25	(980.00)	103,426.25	1,210.98
US Treasury Notes	2.625%	04/01/19	02/15/29	2,756	2.490%	150,000.00	151,769.53	(417.60)	151,351.93	1,816.47
US Treasury Notes	1.750%	02/03/20	11/15/29	3,029	1.560%	250,000.00	254,355.47	(662.29)	253,693.18	927.31
US Treasury Notes	0.625%	06/29/20	05/15/30	3,210	0.650%	250,000.00	249,414.06	64.51	249,478.57	331.18
US Treasury Notes	0.875%	12/11/20	11/15/30	3,394	0.880%	200,000.00	199,867.19	8.43	199,875.62	370.92
African Development Bank Supranational	1.625%	09/12/19	09/16/22	412	1.680%	160,000.00	159,748.80	156.83	159,905.63	975.00
Intl Bank of Recon & Dev	0.125%	04/13/21	04/20/23	628	0.230%	140,000.00	139,710.20	40.89	139,751.09	49.10
Asian Development Bank Corp Notes	0.375%	06/02/21	06/11/24	1,046	0.400%	425,000.00	424,745.00	12.31	424,757.31	230.20
Inter-American Devel Bk Corp Notes	0.875%	04/13/21	04/20/26	1,724	0.970%	200,000.00	199,084.00	51.67	199,135.67	490.97
NY ST Dorm Auth Pits Txbl Rev Bonds	3.250%	12/12/18	03/15/23	592	3.250%	180,000.00	180,000.00	0.00	180,000.00	2,210.00
NY ST Urban Dev Corp Bonds	0.622%	07/17/20	03/15/23	592	0.620%	60,000.00	60,000.00	0.00	60,000.00	140.99
Avondale School Dist, MI Txbl GO Bonds	1.650%	02/04/20	05/01/23	639	1.650%	100,000.00	100,000.00	0.00	100,000.00	412.50
Univ of CO Txbl Rev Bonds	2.569%	10/22/19	06/01/23	670	1.950%	75,000.00	76,617.00	(794.98)	75,822.02	321.13
Port Auth of NY/NJ Txbl Rev Bonds	1.086%	07/02/20	07/01/23	700	1.090%	55,000.00	55,000.00	0.00	55,000.00	49.78
Long Beach CCD, CA Txbl GO Bonds	1.743%	10/09/19	08/01/23	731	1.740%	70,000.00	70,000.00	0.00	70,000.00	610.05
Tamalpais UHSD, CA Txbl GO Bonds	1.971%	09/20/19	08/01/23	731	1.970%	75,000.00	75,000.00	0.00	75,000.00	739.13
NYC, NY Txbl GO Bonds	2.080%	09/25/19	08/01/23	731	1.940%	175,000.00	175,906.50	(435.17)	175,471.33	1,820.00
OR ST Dept of Trans Txbl Rev Bonds	1.946%	11/07/19	11/15/23	837	1.950%	75,000.00	75,000.00	0.00	75,000.00	308.12
Houston, TX Txbl GO Bonds	1.950%	08/23/19	03/01/24	944	1.950%	200,000.00	200,000.00	0.00	200,000.00	1,625.00
New York ST Urban Dev Corp SAL Bonds	2.020%	10/24/19	03/15/24	958	2.020%	175,000.00	175,000.00	0.00	175,000.00	1,335.44
TX ST Trans Comm Txbl GO Bonds	4.000%	12/11/19	04/01/24	975	1.990%	105,000.00	113,659.35	(3,297.49)	110,361.86	1,400.00
WI St Txbl GO Bonds	1.775%	02/11/20	05/01/24	1,005	1.780%	50,000.00	50,000.00	0.00	50,000.00	221.88
WI St Txbl GO Bonds	1.857%	10/02/19	05/01/24	1,005	1.860%	75,000.00	75,000.00	0.00	75,000.00	348.19
CT ST Txbl GO Bonds	3.000%	06/12/20	06/01/24	1,036	0.800%	65,000.00	70,525.65	(1,545.80)	68,979.85	325.00
Connecticut St A Txbl Municipal Bonds	1.998%	06/11/20	07/01/24	1,066	2.000%	30,000.00	30,000.00	0.00	30,000.00	49.95
Tamalpais UHSD, CA Txbl GO Bonds	2.021%	09/20/19	08/01/24	1,097	2.020%	60,000.00	60,000.00	0.00	60,000.00	606.30
NYC, NY Txbl GO Bonds	1.790%	10/04/19	10/01/24	1,158	1.790%	170,000.00	170,000.00	0.00	170,000.00	1,014.33
NY ST Urban Dev Corp Bonds	1.115%	06/18/20	03/15/25	1,323	1.120%	105,000.00	105,000.00	0.00	105,000.00	442.28
FL ST Board of Admin Txbl Rev	1.258%	09/16/20	07/01/25	1,431	1.260%	115,000.00	115,000.00	0.00	115,000.00	120.56
Los Angeles CCD, CA Txbl GO Bonds	0.773%	11/10/20	08/01/25	1,462	0.770%	75,000.00	75,000.00	0.00	75,000.00	289.88

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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 07/31/21	
Water Fund L-T Water Capital Reserve (01-121900) Continued...										
FNMA Pool #AJ3174	3.500%	02/17/16	10/01/26	1,888	2,820%	17,153.64	18,225.74	(550.56)	17,675.18	50.03
FR ZT1267	2.500%	08/21/19	05/25/28	2,490	2.320%	54,174.97	54,928.35	(168.29)	54,760.06	112.86
FNMA Pool #AU1266	3.000%	10/31/17	07/25/28	2,551	2.720%	59,280.86	60,790.67	(530.91)	60,259.76	148.20
Fannie Mae Pool	4.000%	03/18/19	03/25/29	2,794	3.630%	26,133.95	26,938.41	(191.82)	26,746.59	87.11
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	3,076	3.000%	27,690.42	29,317.26	(679.93)	28,637.33	80.76
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	3,288	2.630%	29,971.26	31,287.18	(492.03)	30,795.15	74.93
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	3,380	2.960%	28,890.98	30,764.37	(694.80)	30,069.57	84.27
FR ZS7331	3.000%	02/13/20	12/01/30	3,410	2.600%	92,698.68	96,203.85	(471.63)	95,732.22	231.75
FN FM1082	3.000%	08/19/19	09/25/31	3,708	2.720%	68,971.55	70,965.26	(322.61)	70,642.65	172.43
FG G16635	3.000%	04/18/19	02/15/32	3,851	2.930%	74,404.80	74,994.80	(105.05)	74,889.75	186.01
FN BM5462	3.000%	06/21/19	11/25/32	4,135	2.800%	98,478.23	100,709.36	(351.27)	100,358.09	246.20
Freddie Mac Pool	4.000%	06/07/18	02/15/33	4,217	3.730%	30,409.46	31,326.48	(196.23)	31,130.25	101.36
FN CA1455	4.000%	12/20/18	03/25/33	4,255	3.760%	66,471.66	68,200.95	(318.24)	67,882.71	221.57
FN BM5830	3.500%	06/05/19	04/25/34	4,651	3.180%	81,374.15	84,425.68	(437.87)	83,987.81	237.34
FN FM0047	3.000%	06/17/21	12/01/34	4,871	2.450%	102,319.56	108,794.47	(59.28)	108,735.19	255.80
FR SB0364	3.500%	06/21/21	06/01/35	5,053	2.830%	97,446.16	104,998.23	(54.91)	104,943.32	284.22
FN FM3701	2.500%	07/27/20	07/01/35	5,083	2.040%	76,910.40	81,416.88	(304.29)	81,112.59	160.23
FN FM5714	4.000%	03/19/21	11/01/35	5,206	3.230%	79,493.26	86,597.96	(171.82)	86,426.14	264.98
FHLMC Multifamily Structured Pool	2.307%	09/04/19	08/25/22	390	1.780%	75,000.00	76,107.42	(725.01)	75,382.41	144.19
Fannie Mae ACES	2.280%	09/04/19	12/25/22	512	1.860%	48,519.82	49,155.48	(373.09)	48,782.39	92.19
Fannie Mae ACES	2.280%	09/04/19	12/25/22	512	1.860%	48,519.82	49,155.48	(373.09)	48,782.39	92.19
Fannie Mae ACES	2.280%	09/11/19	12/25/22	512	2.080%	90,108.24	90,669.69	(328.15)	90,341.54	171.21
FHMS KP05 A1	3.203%	12/07/18	07/01/23	700	3.200%	5,227.85	5,227.84	0.01	5,227.85	13.95
FHLMC Multifamily Structured Pool	2.741%	10/31/17	10/25/23	816	2.380%	85,812.29	87,528.36	(1,084.13)	86,444.23	196.01
FHMS K724 A2	3.062%	02/02/21	11/01/23	823	0.580%	95,000.00	101,416.21	(1,152.61)	100,263.60	242.41
FHLMC Multifamily Structured Pool	2.951%	12/15/17	02/25/24	939	2.600%	84,075.00	85,753.56	(991.19)	84,762.37	206.75
Fannie Mae ACES	3.346%	12/13/19	03/25/24	968	2.140%	75,239.19	78,895.33	(1,410.06)	77,485.27	209.79
FHMS KJ27 A1	2.092%	11/20/19	07/25/24	1,090	2.090%	62,667.50	62,665.97	0.56	62,666.53	109.25
FHMS K732 A1	3.627%	06/20/18	09/25/24	1,152	3.270%	78,900.97	80,477.89	(789.51)	79,688.38	238.48
FHMS KJ25 A1	2.149%	09/18/19	11/25/24	1,213	2.150%	29,746.26	29,746.07	0.07	29,746.14	53.27
FHMS K043 A2	3.062%	03/19/20	12/25/24	1,243	1.950%	50,000.00	52,476.56	(714.61)	51,761.95	127.58
FHMS K047 A1	2.827%	06/18/19	12/25/24	1,243	2.490%	117,654.73	119,676.92	(784.49)	118,892.43	277.17
FHMS KJ28 A1	1.766%	02/19/20	02/25/25	1,305	1.770%	75,836.16	75,835.85	0.09	75,835.94	111.61
FHLMC Multifamily Structured Pool	3.139%	04/11/19	06/25/25	1,425	2.780%	67,280.31	67,280.03	0.04	67,280.07	28.93
FHMS KJ32 A1	0.516%	11/18/20	06/25/25	1,425	0.520%	84,216.54	84,637.61	(138.20)	84,499.41	132.99
FHMS KJ31 A1	0.569%	10/20/20	05/25/26	1,759	1.820%	135,692.27	138,405.97	(1,014.60)	137,391.37	354.95
FHMS K736 A1	1.895%	09/04/19	06/25/26	1,790	1.820%	60,278.49	60,277.26	0.17	60,277.43	28.58
FHMS K737 A1	2.116%	01/22/20	06/25/26	1,790	2.030%	122,640.00	123,252.47	(145.31)	123,107.16	216.26
FHR 4096 PA	1.375%	02/21/20	08/15/27	2,206	1.490%	108,325.84	107,445.69	169.35	107,615.04	124.12
FNR 2012-145 EA	1.250%	02/07/20	01/25/28	2,369	1.440%	55,689.70	54,900.04	146.96	55,047.00	58.01
FNR 2013-39 MP	1.750%	12/09/19	05/25/28	2,490	1.860%	111,306.71	110,367.57	183.35	110,550.92	162.32
Fannie Mae	2.500%	10/25/19	03/25/33	4,255	2.400%	54,042.82	54,633.90	(77.78)	54,556.12	112.59
Freddie Mac	3.000%	05/03/19	04/15/34	4,641	2.960%	76,476.94	76,853.34	(56.44)	76,796.90	191.19
FHR 3745 NP	4.000%	09/12/19	06/01/39	6,514	3.740%	19,063.58	19,744.95	(64.76)	19,680.19	63.55
FNR 2015-33 P	2.500%	02/14/20	06/25/45	8,730	2.400%	75,272.53	76,707.41	(82.06)	76,625.35	156.82
FNR 2016-79 HA	2.000%	06/05/20	11/25/46	9,248	1.830%	58,862.69	61,014.87	(93.10)	60,921.77	98.10

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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 07/31/21
Water Fund L-T Water Capital Reserve (01-121900) Continued...										
Federal Farm Credit Banks Notes	0.530%	03/10/20	01/18/22	171	0.610%	370,000.00	369,493.10	378.48	369,871.58	70.81
Fannie Mae Notes	0.250%	06/01/20	05/22/23	660	0.310%	300,000.00	299,457.00	212.89	299,669.89	143.75
Fannie Mae Notes	0.250%	05/20/20	05/22/23	660	0.350%	365,000.00	363,901.35	437.45	364,338.80	174.90
Freddie Mac Notes	0.250%	06/24/20	06/26/23	695	0.350%	340,000.00	339,007.20	363.57	339,370.77	82.64
Fannie Mae Notes	0.250%	07/08/20	07/10/23	709	0.320%	390,000.00	389,161.50	296.35	389,457.85	56.88
Freddie Mac Notes	0.250%	12/02/20	12/04/23	856	0.280%	340,000.00	339,663.40	73.78	339,737.18	134.58
Fannie Mae Notes	2.500%	02/07/19	02/05/24	919	2.580%	195,000.00	194,274.60	360.11	194,634.71	2,383.33
FHLB Bonds	2.500%	02/14/19	02/13/24	927	2.580%	215,000.00	214,238.90	374.71	214,613.61	2,508.33
Federal Farm Credit Banks Notes	0.875%	04/03/20	04/08/24	982	0.880%	345,000.00	345,000.00	0.00	345,000.00	947.55
Federal Home Loan Bank Notes	0.500%	04/15/20	04/14/25	1,353	0.600%	260,000.00	258,710.40	333.71	259,044.11	386.39
Fannie Mae Notes	0.625%	04/22/20	04/22/25	1,361	0.670%	320,000.00	319,340.80	167.69	319,508.49	550.00
Fannie Mae Notes	0.500%	06/29/20	06/17/25	1,417	0.470%	500,000.00	500,640.00	(140.14)	500,499.86	305.56
Freddie Mac Notes	0.375%	07/21/20	07/21/25	1,451	0.480%	115,000.00	114,427.30	117.43	114,544.73	11.98
Federal Home Loan Bank Notes	0.375%	09/10/20	09/04/25	1,496	0.440%	40,000.00	39,880.00	21.37	39,901.37	61.25
FNMA Notes	2.125%	04/26/16	04/24/26	1,728	2.210%	210,000.00	208,357.80	865.19	209,222.99	1,202.40
FNMA Notes	2.125%	06/04/18	04/24/26	1,728	3.070%	250,000.00	233,645.00	6,547.68	240,192.68	1,431.42
FNMA Benchmark Note	1.875%	12/20/18	09/24/26	1,881	2.970%	500,000.00	462,350.00	12,673.99	475,023.99	3,307.29
Fannie Mae Notes	0.750%	10/07/20	10/08/27	2,260	0.770%	210,000.00	209,699.70	34.79	209,734.49	494.38
Fannie Mae Notes	0.875%	08/05/20	08/05/30	3,292	0.930%	100,000.00	99,485.00	50.78	99,535.78	427.78
			Weighted Avg Maturity	1,632	1.413%	\$ 22,099,886.36	\$ 22,164,269.22	19,024.75	\$ 22,183,293.97	\$ 81,221.42
Capital Reserve (01-122000)										
IIIT - Money Market (PFM Asset Management)	0.030%	07/31/21	08/01/21	1	0.030%	219,438.59	219,438.59	0.00	219,438.59	-
US Treasury Notes	1.125%	03/02/20	02/28/22	212	0.810%	1,930,000.00	1,942,137.89	(8,610.21)	1,933,527.68	9,086.21
US Treasury Notes	2.250%	05/28/19	04/15/22	258	2.090%	820,000.00	823,683.59	(2,784.56)	820,899.03	5,444.26
US Treasury Notes	1.875%	05/01/19	04/30/22	273	2.230%	1,700,000.00	1,682,535.16	13,122.58	1,695,657.74	8,055.37
US Treasury Notes	1.875%	05/09/19	05/31/22	304	2.220%	865,000.00	856,282.42	6,352.83	862,635.25	2,747.44
US Treasury Notes	1.875%	06/03/19	05/31/22	304	1.850%	2,500,000.00	2,501,757.81	(1,269.62)	2,500,488.19	7,940.57
US Treasury Notes	0.125%	06/29/20	06/30/22	334	0.160%	2,500,000.00	2,498,046.88	1,062.18	2,499,109.06	271.74
US Treasury Notes	1.875%	06/03/19	05/31/22	304	1.810%	500,000.00	499,101.56	607.60	499,709.16	404.21
US Treasury Notes	1.625%	09/03/19	08/31/22	396	1.370%	3,145,000.00	3,168,218.94	(14,812.45)	3,153,406.49	21,386.85
US Treasury Notes	0.125%	03/12/21	02/28/23	577	0.150%	500,000.00	499,765.63	45.56	499,811.19	261.55
US Treasury Notes	0.125%	06/14/21	05/31/23	669	0.160%	975,000.00	974,390.63	39.26	974,429.89	206.45
US Treasury Notes	0.250%	06/29/20	06/15/23	684	0.180%	2,500,000.00	2,504,980.47	(1,830.78)	2,503,149.69	802.60
US Treasury Notes	1.250%	06/29/20	07/31/23	730	0.170%	1,000,000.00	1,033,125.00	(11,679.06)	1,021,445.94	33.97
US Treasury Notes	0.125%	10/07/20	09/15/23	776	0.190%	950,000.00	948,107.42	524.34	948,631.76	448.54
US Treasury Notes	0.250%	11/27/20	11/15/23	837	0.200%	500,000.00	500,761.72	(172.09)	500,589.63	264.95
US Treasury Notes	0.125%	01/05/21	12/15/23	867	0.170%	1,000,000.00	998,789.06	232.70	999,021.76	160.52
US Treasury Notes	0.125%	01/05/21	12/15/23	867	0.170%	750,000.00	748,095.70	284.51	748,380.21	432.49
US Treasury Notes	0.125%	03/01/21	02/15/24	929	0.270%	2,600,000.00	2,589,031.25	1,535.02	2,590,566.27	1,499.31
US Treasury Notes	0.125%	04/26/21	02/15/24	929	0.300%	3,000,000.00	2,985,703.13	1,340.33	2,987,043.46	1,729.97
US Treasury Notes	0.250%	04/01/21	03/15/24	958	0.340%	2,500,000.00	2,493,261.72	739.64	2,494,001.36	2,360.73
US Treasury Notes	0.375%	04/26/21	04/15/24	989	0.340%	3,000,000.00	3,002,929.69	(259.46)	3,002,670.23	3,319.67
US Treasury Notes	0.250%	06/02/21	05/15/24	1,019	0.300%	1,700,000.00	1,697,343.75	143.18	1,697,486.93	900.82
US Treasury Notes	0.250%	06/29/21	06/15/24	1,050	0.460%	750,000.00	745,371.09	137.03	745,508.12	240.78
African Development Bank Supranational	1.625%	09/12/19	09/16/22	412	1.680%	455,000.00	454,285.65	445.98	454,731.63	2,772.66
Intl Bank of Recon & Dev	0.125%	04/13/21	04/20/23	628	0.230%	415,000.00	414,140.95	121.21	414,262.16	145.54
Inter-American Devel Bk Corp Notes	0.500%	04/17/20	05/24/23	662	0.510%	495,000.00	494,831.70	69.41	494,901.11	460.63
Asian Development Bank Corp Notes	0.375%	06/02/21	06/11/24	1,046	0.400%	1,270,000.00	1,269,238.00	36.78	1,269,274.78	687.92
NYC, NY Txbi GO Bonds	1.680%	10/04/19	10/01/21	62	1.680%	185,000.00	185,000.00	0.00	185,000.00	1,036.00
Connecticut St A Txbi Municipal Bonds	2.500%	06/11/20	07/01/22	335	1.660%	35,000.00	35,588.70	(326.53)	35,262.17	72.92
Tamalpais UHSD, CA Txbi GO Bonds	1.925%	09/20/19	08/01/22	366	1.930%	370,000.00	370,000.00	0.00	370,000.00	3,561.25
NYC, NY Txbi GO Bonds	1.690%	10/04/19	10/01/22	427	1.690%	180,000.00	180,000.00	0.00	180,000.00	1,014.00
NY ST Urban Dev Corp Bonds	0.622%	07/17/20	03/15/23	592	0.620%	175,000.00	175,000.00	0.00	175,000.00	411.21
WI St Txbi GO Bonds	1.749%	02/13/20	05/01/23	639	1.750%	110,000.00	110,000.00	0.00	110,000.00	480.98
Avondale School Dist, MI Txbi GO Bonds	1.650%	02/04/20	05/01/23	639	1.650%	245,000.00	245,000.00	0.00	245,000.00	1,010.63
Univ of CO Txbi Rev Bonds	2.569%	10/22/19	06/01/23	670	1.950%	190,000.00	194,096.40	(2,013.96)	192,082.44	813.52
Port Auth of NY/NJ Txbi Rev Bonds	1.086%	07/02/20	07/01/23	700	1.090%	165,000.00	165,000.00	0.00	165,000.00	149.33
AZ Tran Board Txbi Rev Bonds	1.795%	02/12/20	07/01/23	700	1.800%	945,000.00	945,000.00	0.00	945,000.00	1,413.56
NYC, NY Txbi GO Bonds	2.080%	09/25/19	08/01/23	731	1.940%	465,000.00	467,408.70	(1,156.31)	466,252.39	4,836.00
CT ST Txbi GO Bonds	3.000%	06/12/20	06/01/24	1,036	0.800%	165,000.00	179,026.65	(3,923.95)	175,102.70	825.00
CT ST Txbi GO Bonds	0.508%	06/04/21	06/01/24	1,036	0.510%	540,000.00	540,000.00	0.00	540,000.00	434.34
Los Angeles CCD, CA Txbi GO Bonds	0.773%	11/10/20	08/01/25	1,462	0.770%	225,000.00	225,000.00	0.00	225,000.00	869.63

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
July 31, 2021

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 07/31/21
Capital Reserve (01-122000) Continued...										
FN AB8565	2.000%	04/09/18	03/25/23	602	2.260%	43,658.15	43,139.70	351.05	43,490.75	72.76
FN AL2092	3.000%	03/06/18	07/25/27	2,185	2.698%	167,075.97	167,284.81	(75.97)	167,208.84	417.69
Fannie Mae Pool	3.500%	04/05/18	02/25/28	2,400	3.230%	245,880.32	251,489.46	(1,897.32)	249,592.14	717.15
Fannie Mae Pool	3.500%	04/05/18	03/25/28	2,429	3.230%	134,627.43	137,698.62	(1,030.52)	136,668.10	392.66
Fannie Mae Pool	3.500%	04/05/18	04/25/28	2,460	3.240%	165,764.54	169,390.64	(1,206.38)	168,184.26	483.48
FR ZT1267	2.500%	08/21/19	05/25/28	2,490	2.320%	142,209.30	144,186.90	(441.75)	143,745.15	296.27
FN CA1940	4.000%	07/11/18	06/01/28	2,497	3.640%	175,005.76	180,201.26	(1,605.25)	178,596.01	583.35
Fannie Mae Pool	4.000%	03/18/19	03/25/29	2,794	3.630%	72,801.72	75,042.66	(534.35)	74,508.31	242.67
FR SB0364	3.500%	06/21/21	06/01/35	5,053	2.830%	292,338.47	314,994.70	(164.72)	314,829.98	852.65
FHLMC Multifamily Structured Pool	2.396%	04/02/19	06/25/22	329	2.470%	344,901.21	344,119.79	575.93	344,695.72	688.66
FHLMC Multifamily Structured Pool	2.396%	04/02/19	06/25/22	329	2.470%	344,901.21	344,119.79	575.93	344,695.72	688.66
FHLMC Multifamily Structured Pool	2.716%	04/02/19	06/25/22	329	2.630%	500,000.00	501,250.00	(920.42)	500,329.58	1,131.67
FHLMC Multifamily Structured Pool	2.355%	08/14/19	07/25/22	359	1.920%	317,131.33	320,996.37	(2,632.07)	318,364.30	622.37
FHLMC Multifamily Structured Pool	2.307%	09/04/19	08/25/22	390	1.780%	225,000.00	228,322.27	(2,175.03)	226,147.24	432.56
FHLMC Multifamily Structured Pool	2.682%	06/13/19	10/25/22	451	2.210%	450,000.00	456,750.00	(4,355.75)	452,394.25	1,005.75
FHLMC Multifamily Structured Pool	2.510%	06/12/19	11/25/22	482	2.240%	450,000.00	453,937.50	(2,478.10)	451,459.40	941.25
Fannie Mae ACES	2.280%	09/11/19	12/25/22	512	2.080%	251,840.92	253,410.13	(917.16)	252,492.97	478.50
FHLMC Series K032 A1	3.016%	06/13/18	02/01/23	550	2.960%	56,745.12	56,454.74	195.99	56,650.73	126.21
FHLMC Multifamily Structured Pool	2.669%	06/13/18	02/25/23	574	2.790%	62,722.70	62,872.15	(100.87)	62,771.28	157.64
FHMS K724 A2	3.062%	02/02/21	11/01/23	823	0.580%	280,000.00	298,910.94	(3,397.17)	295,513.77	714.47
Fannie Mae ACES	3.346%	12/13/19	03/25/24	968	2.140%	201,957.88	211,771.79	(3,784.91)	207,986.88	563.13
FHMS KJ27 A1	2.092%	11/20/19	07/25/24	1,090	2.090%	162,365.81	162,361.92	1.42	162,363.34	283.06
FHMS K047 A1	2.827%	06/18/19	12/25/24	1,243	2.490%	314,658.08	320,066.27	(2,098.05)	317,968.22	741.28
FHMS KJ32 A1	0.516%	11/18/20	06/25/25	1,425	0.520%	197,883.26	197,882.45	0.12	197,882.57	85.09
FHMS KJ31 A1	0.569%	10/20/20	05/25/26	1,759	0.570%	176,529.86	176,526.34	0.48	176,526.82	83.70
FHR 4096 PA	1.375%	02/21/20	08/15/27	2,206	1.490%	281,483.11	279,196.07	440.04	279,636.11	322.53
FNR 2012-107 GA	1.500%	12/03/19	09/25/27	2,247	1.690%	144,672.83	142,672.29	427.57	143,099.86	180.84
FNR 2013-39 MP	1.750%	12/09/19	05/25/28	2,490	1.860%	298,815.66	296,294.41	492.23	296,786.64	435.77
FHR 3745 NP	4.000%	09/12/19	06/15/39	6,528	3.740%	58,923.81	61,029.87	(200.16)	60,829.71	196.41
FNR 2015-33 P	2.500%	02/14/20	06/25/45	8,730	2.400%	197,590.43	201,357.00	(215.40)	201,141.60	411.65
Federal Farm Credit Banks Notes	0.530%	03/10/20	01/18/22	171	0.610%	965,000.00	963,677.95	987.10	964,665.05	184.69
Freddie Mac Notes	0.125%	07/21/20	07/25/22	359	0.240%	920,000.00	917,920.80	1,062.32	918,983.12	19.17
Freddie Mac Notes	0.375%	04/17/20	04/20/23	628	0.460%	955,000.00	952,612.50	1,020.41	953,632.91	1,004.74
Freddie Mac Notes	0.375%	05/05/20	05/05/23	643	0.390%	910,000.00	909,617.80	157.71	909,775.51	815.21
Fannie Mae Notes	0.250%	05/20/20	05/22/23	660	0.350%	970,000.00	967,080.30	1,162.55	968,242.85	464.79
Fannie Mae Notes	0.250%	06/01/20	05/22/23	660	0.310%	2,000,000.00	1,996,260.00	1,466.33	1,997,726.33	958.34
Freddie Mac Notes	0.250%	06/24/20	06/26/23	695	0.350%	875,000.00	872,445.00	935.67	873,380.67	212.67
Freddie Mac Notes	0.250%	06/29/20	06/26/23	695	0.300%	2,500,000.00	2,496,275.00	1,355.48	2,497,630.48	607.64
Fannie Mae Notes	0.250%	07/08/20	07/10/23	709	0.320%	1,130,000.00	1,127,570.50	858.65	1,128,429.15	164.79
Freddie Mac Notes	0.250%	08/19/20	08/24/23	754	0.280%	1,070,000.00	1,068,908.60	342.93	1,069,251.53	1,166.60
Freddie Mac Notes	0.250%	09/02/20	09/08/23	769	0.240%	510,000.00	510,093.13	(28.05)	510,065.08	506.46
Freddie Mac Notes	0.250%	09/02/20	09/08/23	769	0.260%	680,000.00	679,775.60	67.59	679,843.19	675.28
Freddie Mac Notes	0.250%	11/03/20	11/06/23	828	0.280%	1,220,000.00	1,218,902.00	269.49	1,219,171.49	720.14
Fannie Mae Notes	0.250%	11/23/20	11/27/23	849	0.290%	1,050,000.00	1,048,803.00	271.70	1,049,074.70	466.67
Freddie Mac Notes	0.250%	12/02/20	12/04/23	856	0.280%	990,000.00	989,019.90	214.82	989,234.72	391.88
Weighted Avg Maturity			765		0.805%	\$ 66,036,923.47	\$ 66,134,168.77	(39,024.73)	\$ 66,095,144.04	\$ 111,703.07
TOTAL ALL FUNDS					1.061%	\$ 176,942,999.45	\$ 177,481,543.49	(35,749.70)	\$ 177,445,793.79	\$ 382,025.37
Less: Net Unsettled Trades									\$ 177,445,793.79	
July 31, 2021					90 DAY US TREASURY YIELD	0.06%				
					3 month US Treasury Bill Index	0.04%				
					0-3 Year US Treasury Index	0.15%				
					1-3 Year US Treasury Index	0.18%				
					1-5 Year US Treasury Index	0.31%				
					1-10 Year US Treasury Index	0.52%				

DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS
TREASURER'S REPORT
STATEMENT OF CASH FLOWS
For the Period from May 1, 2021 to July 31, 2021

CASH FLOWS FROM OPERATING ACTIVITIES

Cash received from customers	\$ 32,378,413
Cash payments to suppliers	(32,735,579)
Cash payments to employees	(840,519)
Net cash from operating activities	<u>(1,197,685)</u>

CASH FLOWS FROM NONCAPITAL
FINANCING ACTIVITIES

Cash received from sales taxes	15,600
Cash received/paid from long term loans	108,588
Cash payments for net pension activity	0
Net cash from noncapital financing activities	<u>124,188</u>

CASH FLOWS FROM CAPITAL AND
RELATED FINANCING ACTIVITIES

Interest paid	0
Principal Paid	0
Construction and purchase of capital assets	(582,516)
Net cash from capital and related financing activities	<u>(582,516)</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Investment income	530,117
Net cash from investing activities	<u>530,117</u>

Net Increase (Decrease) in cash and investments (1,125,896)

CASH AND INVESTMENTS, MAY 1, 2021 210,780,347

CASH AND INVESTMENTS, JULY 31, 2021 \$ 209,654,451

July 31, 2021
 TREASURER'S REPORT
 DPWC MONTHLY CASH/OPERATING REPORT

	7/31/2021		
	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>	\$ 69,210,969 180	\$ 72,582,309 189	\$ 3,371,340
B. Capital Reserve	\$ 64,750,000	\$ 66,075,144	\$ 1,325,144
C. Long Term Water Capital Reserve	\$ 20,425,000	\$ 22,183,294	\$ 1,758,294
D. O+M Account (1)	\$ 13,090,936	\$ 34,911,554	\$ 21,820,618
E. Current Construction Obligation and Customer Construction Escrows	\$ 20,000	\$ 20,000	\$ -
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$ 167,496,905	\$ 195,772,301	\$ 28,275,396

TABLE 2	
OTHER CASH	
F. General Fund	\$ 13,881,859
G. Sales Tax	\$ 291
TOTAL TABLE 2-OTHER CASH	\$ 13,882,150
TOTAL MONTH END FUNDS CASH BALANCE-Table1+2	\$ 209,654,451

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

DATE: August 1, 2021

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Administration
ITEM	A Resolution Suspending Purchasing Procedures and Approving Requisition 72864 for Document Conversion Services and an Enterprise Content Management Solution from Datamation Imaging Services at the August 19, 2021 DuPage Water Commission Meeting. Resolution No. R-35-21	APPROVAL	

Account Number: 01-60-772400 (Estimated at \$145,261.00)

Resolution No. R-35-21 would suspend purchasing procedures and approve requisition 72864 in the estimated amount of \$145,261.00 thereby authorizing staff to purchase document conversion services and an enterprise content management (ECM) solution from Datamation Imaging Services as listed.

Suspension of purchasing procedures for this purchase is in the best interest of the Commission as the existing archival documents are starting to deteriorate, we are exceeding document storage capacity, and lack efficient access to historical documentation. Commission staff received quotes from four other document conversion services. Datamation Imaging Services provided the lowest quote as well as demonstrated the most impressive presentation and qualifications. In recent years, discussion has prompted this document management project of converting our archival documents to a digital format to remedy these known issues and preserve historical documentation. The document conversion services that Datamation would provide, viable document scans for approximately 1.6 million pages and 13,000 large format documents converted to digital files for secure access through an enterprise content management software called Laserfische. The purchasing and licensing of Laserfische provided by Datamation is through a government purchasing cooperative, the National Cooperative Purchasing Alliance (NCPA).

The estimated price breakdown of the services and software listed in requisition 72864 are shown below:

Offsite Conversion Pricing Estimate	\$ 130,538.00
Laserfische Annual System User Pricing (20 user licenses)	\$ 11,748.00
Laserfische Professional Installation	\$ 2,000.00
Ongoing Professional Services (5 hours)	\$ 975.00
Total	\$ 145,261.00

MOTION: To approve Resolution No. R-35-21.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-35-21

A RESOLUTION SUSPENDING PURCHASING PROCEDURES AND APPROVING
REQUISITION 72864 FOR DOCUMENT CONVERSION SERVICES AND AN
ENTERPRISE CONTENT MANAGEMENT SOLUTION FROM DATAMATION
IMAGING SERVICES AT THE AUGUST 19, 2021
DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission received a price quotation from Datamation Imaging Services, dated as of July 7, 2021, an estimated amount of \$145,261.00 for Document Conversion Services and an Enterprise Content Management Solution as requested by Commission staff; and

WHEREAS, the DuPage Water Commission pursued purchasing of the Enterprise Content Management Solution, Laserfische, through the National Cooperative Purchasing Alliance (NCPA), resulting in discount pricing through the government contract;

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to suspend purchasing procedures and accept the price quotation offered by Datamation Imaging Services to provide Document Conversion Services and an Enterprise Content Management Solution as requested by Commission staff;

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 as if fully set forth.

SECTION TWO: The price quotation of Datamation Imaging Services, dated as of July 7, 2021, to provide Document Conversion Services and an Enterprise Content Management Solution as requested by Commission staff shall be and it hereby is approved and accepted by the Board of Commissioners of the DuPage Water Commission and the requisition 72864 in the amount of \$145,261.00 necessary to effect purchase of said services and software is hereby approved without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2021.

Chairman

ATTEST:

Clerk

Exhibit 1



STATEMENT OF WORK

DuPage Water Commission Document Conversion Services and ECM Solution July 7, 2021

Project Overview

The goal of this project is to convert approximately 1.6 million pages and 13,000 large format drawings to digital files for secure, fast access when needed. These boxes contain various document types from several departments including Finance, Legal, Construction, Operations, Contracts and Board Materials. Most files are relatively static; however, a set of these files are considered active. It would be a benefit to have the files stored in a cost-effective content management system for up to 20 total users. This system may be a cloud based or inhouse server-based solution. Customer currently utilizes SharePoint as a repository for some existing files.

Project Estimates and Requirements

Boxed Files



- (300) 24" Legal boxes – 4,000 pages per box = **1,200,000 pages**
- Mix of letter, legal, 11x17, multiple binder types, large format drawings mixed in folders
- Estimate 20 large format drawings per box = **6,000 drawings**
- Documents date back to the 1970's so estimate 10% are not in the best condition.
- Medium stapling and clipping – not considered heavily stapled.
- Estimate 5% to 10% are bound and spiral ring books. Books may be cut, if clipped backed together.
- Estimate 80 folders per box = **24,000 folders** to be indexed

Active Files / Contracts - Cabinets

- (53) 36" drawers = 1,905" + (8) 29" drawers = 720" = 2,625" @ 140 pages per inch = **367,500 pages**
- (61) drawers @ 60 drawings per drawer = 3,660 drawings
- 100 rolls of large format @ 30 drawings per roll = 3,000 drawings
- Total estimated large format drawings = **6,660 Total drawings**
- Mix of letter, legal, 11x17, multiple binder types, large format drawings mixed in folders
- Larger percentage of drawings compared with folders in "Boxed Files".
- Estimate 40 folders per drawer = **3,280 folders** to be indexed
- 2,625" @ 24" per box = (110) 24" boxes



STATEMENT OF WORK

DuPage Water Commission Document Conversion Services and ECM Solution July 7, 2021

Project Requirements

- Files to be indexed by Department, Document Type, Box Description and Folder Description:

Department: Finance, Legal, Construction, Operations, and Board Materials

Doc Type: invoices, journal entries, reports, contracts, engineering drawings, submittals, meetings

Box Number: 150

Box Description : i.e., 2006 Vendor Invoices (May populate from customer Box# to Description file)

Folder Description: i.e., Vendor Name

- Customer may provide spreadsheet with box # and box description for "Boxed Files"
- All pages will be OCR processed for full text search capability.
- Files to be scanned at 200 to 300 dpi bitonal to optimize OCR readability.
- Do not anticipate a need for color scanning.
- Files may be output to text searchable PDF's and/or sent to Laserfiche ECM System
- Provide Content Management System options. Both Cloud based and server-based options.
- System to be sized for 20 total users and 1.5 million pages.
- Do not require scanners or scanning software for day forward scanning.

Datamation Recommendation

Based on our initial discussions we are recommending the following:

Offsite Conversion Services:

- Datamation offsite document conversion at our SOC2 Type 2 audited facility in Willowbrook IL.
- Datamation will plan monthly pickups to reduce the number of files offsite at any time.
- High volume conversion services have been our core competency for over 20 years.
- We employ 40+ highly skilled professionals that perform the exact services you require.
- With our people, high quality Kodak scanners and tightly controlled processes, we generate a product **that will meet or exceed our customer's highest expectations.**
- Files to be delivered directly into your ECM System- Laserfiche proposed system.
- If you require a file in our possession, we will scan and upload to ECM System for access.

Laserfiche Cloud Based ECM System:

- Eliminate the need to purchase and maintain servers internally.
- Eliminate the need to purchase software licenses, costly upgrades, and software maintenance.
- Always be running the most current version of software.
- Simple integration to most customer software applications.



STATEMENT OF WORK

DuPage Water Commission Document Conversion Services and ECM Solution July 7, 2021

Datamation Conversion Process: (Offsite)

- A project plan will be established prior to beginning project that will include:
 - Assign Project Manager contact for Datamation and Customer
 - Determine project names, document types and index field requirements
 - Define customer requirements
 - Provide spreadsheet by box # and box description
 - Boxing and labeling of files in cabinets
 - Establish requirements for Laserfiche ECM application
 - Set priorities, start with boxes, file cabinets, etc.
- Files will be transported in Datamation vehicles. Assume monthly pickups.
- Boxes will be received at our SOC 2 Type 2 processing facility in Willowbrook, IL.
- Boxes will be labeled with a bar code for tracking through the process.
- Projects will be set up in our system based on project and index field requirements.
- Projects will also be set up in Laserfiche repository
- Example Projects may include: (We will work together to define needed projects and fields)

PROJECT NAME	INDEX FIELDS
➢ Finance	Doc Type, Box #, Box Description, Folder Description
➢ Legal	Doc Type, Box #, Box Description, Folder Description
➢ Construction	Doc Type, Box #, Box Description, Folder Description
➢ Operations	Doc Type, Box #, Box Description, Folder Description
➢ Board Materials	Doc Type, Box #, Box Description, Folder Description

- Files will be prepped. Removed from folders, staples and clips removed, tears or folds repaired, small receipts taped to larger pages, etc. Books will be cut or unbound.
- 35mm slides, VHS tapes and other digital media will not be scanned. Returned in box.
- Large Format Drawing will be unfolded, labeled, scanned, and indexed by fields from the folder.
- During scanning files will be de-skewed, blank border removed, auto-orientation applied so text is readable without need to manually rotate.
- Scanning at 300dpi resolution on high quality Kodak i5XXX Scanners.
- Large Format Drawings will be scanned a large format scanner
- Reassembly: After scanning large format drawings will be folded back up and returned to the folder they came from. Estimate 1 hour per box and 2 hours per drawer for reassembly
- Files will be indexed as required for each project.
- Files will be OCR processed to provide full text search capability.
- Files will be Q/C'd to ensure image quality and document integrity.
- Files will be output and ftp'd to Content Management Software or Customer Site.
- Files will be returned after scanning is complete or sent to Vanguard Archives for storage.



STATEMENT OF WORK

DuPage Water Commission Document Conversion Services and ECM Solution July 7, 2021

Offsite Conversion Pricing Estimates:

Boxed Files

Assumptions: (Estimate based on 300 Legal size boxes)

Document Prep/Scan: 1.2 million Pages
 Large Format : 6,000 Drawings
 Indexing: 24,000 Documents

Service Description	Quantity	Unit Pricing	Total
Document Preparation – Medium Prep (Includes up to 4 hours box)	1.2 million	Included	Included
Document Reassembly – fold and refile drawings inside folder they came from. 2 hours per 24" box	600 hours	\$19 per hour	\$11,400
Document Scanning – Bitonal and Color	1.2 million	\$.055 page	\$ 66,000
Large Format Scanning	6,000	\$2.00 each	\$ 10,000
Indexing – 24,000 Documents – Folder description	24,000	\$.15 document	\$ 3,600
Full Text OCR (if needed)	1.2 million	Included	Included
Output to Laserfiche-	1	\$100 each	Included
Transportation – 300 Boxes - 30 boxes per pickup	10	\$ 60 each	\$ 600
Total Project Estimate			\$ 91,600

Active Files/ Contracts – File Drawers

Assumptions: (Estimate based on 61 file drawers and 100 rolls of drawings)

Document Prep/Scan: 367,500 Pages
 Large Format : 6,660 Drawings
 Indexing: 3,280 Documents

Service Description	Quantity	Unit Pricing	Total
Document Preparation – Medium Prep (Includes up to 4 hours box)	367,500	Included	Included
Document Reassembly – fold and refile drawings – return pages to binders – 3 hours per 36" drawer	246	\$19 per hour	\$4,674
Document Scanning – Bitonal and Color	367,500	\$.055 page	\$ 20,212
Large Format Scanning	6,660	\$2.00 each	\$ 13,320
Indexing – 3,280 Documents – Folder Description	3,280	\$.15 document	\$ 492
Full Text OCR (if needed)	367,500	Included	Included
Output to Laserfiche	1	\$100 each	Included
Transportation – 110 Boxes - 30 boxes per pickup	4	\$ 60 each	\$ 240
Total Project Estimate			\$ 38,938



STATEMENT OF WORK

**DuPage Water Commission
Document Conversion Services and ECM Solution
July 7, 2021**

ECM System Options:

Laserfiche Cloud – Starter User

Description	Annual User Cost	NCPA Price	20 User Total
Laserfiche Starter User – 20 Users – Annual Recurring Subscription	\$600	\$587.40	\$11,748 / yr.
Professional Services Installation - Laserfiche Repository configuration, data import, and customer training, etc. Includes 4 hours of user training			\$2,000
Professional Services Ongoing – Additional training, integration, technical support, etc.			\$195 / hr.

Laserfiche Cloud – Professional User (includes Workflow and Forms)

Description	Annual User Cost	NCPA Price	20 User Total
Laserfiche Professional User – 20 Users – Annual Recurring Subscription	\$830	\$812.55	\$16,251 / year
Professional Services Installation – Laserfiche Repository configuration, data import, and customer training, etc. Includes 4 hours of user training			\$2,000
Professional Services – Additional training, integration, technical support, workflow design, e-form set-up, etc.			\$195 per hr.

Laserfiche Avante – In-House System

Description	Purchase Cost	NCPA Price	Total
Avante MS SQL Server	\$5,000	\$4,845	\$4,845
Avante Named Full User with Web Client – 20 Users	\$600	\$581.40	\$11,628
Avante MS SQL Server - LSAP	\$1,000	\$1,000	\$1,000 / year
Avante Full User with Web Client – LSAP – 20 Users	\$120	\$120	\$2,400 / year
Professional Services Installation – Software Installation, Laserfiche Repository configuration, data import, and customer training, etc. Includes 4 hours of user training			\$6,000
Professional Services – Additional training, integration, technical support, workflow design, e-form set-up, etc.			\$195 per hr.

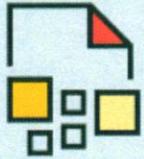
Additional Professional Services – Purchase block of 10 hours in advance = \$1,750



STATEMENT OF WORK

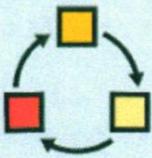
DuPage Water Commission Document Conversion Services and ECM Solution July 7, 2021

Laserfiche Cloud Benefits (Additional modules may be required for some features)



Digitize

- **Capture, scan, import and organize documents.**
- **Meet compliance regulations with DoD 5015.2-certified records management.**
- **Manage access to sensitive content with robust security features.**
- **Boost productivity with collaborative document editing.**



Automate

- **Eliminate manual processes with powerful workflows and easy-to-design e-forms.**
- **Kick off routing and approval workflows via web form submissions.**
- **Take advantage of process templates with the Business Process Library.**
- **Utilize audit features to strengthen accountability.**



Transform

- **Increase transparency with configurable reporting tools and dashboards.**
- **Optimize processes with insights from predictive analytics.**
- **Assimilate other enterprise applications into processes to boost efficiency and productivity.**

DATE: July 30, 2021

REQUEST FOR BOARD ACTION

AGENDA SECTION	Administration Committee	ORIGINATING DEPARTMENT	Pipeline
ITEM	A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission Resolution No. R-38-21	APPROVAL	
Account Number: N/A			
<p>Resolution No. R-38-21 is a Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission. This Resolution authorizes the General Manager to dispose of the assets listed on Exhibit A to the Resolution because these assets are no longer useful to the Commission.</p> <p>The equipment and vehicle listed in Exhibit A will be listed up for auction at an open to the public Government and Municipal Auction house serving the Midwest, Northern Illinois and Southern Wisconsin.</p>			
MOTION: To adopt Resolution No. R-38-21			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-38-21

A RESOLUTION AUTHORIZING AND RATIFYING
THE DISPOSAL OF CERTAIN PERSONAL PROPERTY
OWNED BY THE DuPAGE WATER COMMISSION

WHEREAS, the DuPage Water Commission is authorized to sell or otherwise dispose of personal property pursuant to 65 ILCS 5/11-135-6; and

WHEREAS, in the opinion of the Board of Commissioners of the DuPage Water Commission, the personal property described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Property") is no longer necessary or useful to or for the best interests of the DuPage Water Commission to retain or, if already disposed of, was not necessary or useful to or for the best interests of the DuPage Water Commission to retain.

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

SECTION ONE: The Board of Commissioners of the DuPage Water Commission hereby finds and determines that the Property is no longer necessary or useful to the DuPage Water Commission and the best interests of the DuPage Water Commission will be served by its disposal or, if already disposed of, was not necessary or useful to the DuPage Water Commission and the best interests of the DuPage Water Commission were served by its disposal.

SECTION TWO: The General Manager is hereby authorized to dispose of the Property in such manner as the General Manager shall determine or, if already disposed

Resolution No. R-38-21

of, the Board of Commissioners of the DuPage Water Commission hereby ratifies and confirms its disposal.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2021.

Chairman

ATTEST:

Clerk

Resolution No. R-38-21

EXHIBIT A

OBSOLETE / DEFECTIVE ITEMS

Qty	VIN / Model / Serial Number	Description	Date Purchased	Cost <small>*Estimated Value</small>
1	1FD8X3F66BEB90576	2011 Ford F-350	2011	\$25,000.00
1	P185CWJD/234855UFD328	1993 Ingersoll-Rand Portable Compressor	1993	\$4,500.00
1	RSK19013 U	Ingersoll-Rand Pneumatic Jackhammer with bits	1993	\$400.00
1	RTA04008 U	Ingersoll-Rand Pneumatic Jackhammer with bits	1993	\$400.00
1	SSL 01 053	Ingersoll-Rand Size 93 Pneumatic chipping hammer	1993	\$300.00
1	587353, 834670, 4983, 66475386, A68A711030214, 629ed11360150	Various small tools: Dewalt DW235G, Dewalt DW292, Dewalt DW304P, Milwaukee Magnum, Milwaukee 5387-20, Milwaukee Magnum, Milwaukee 1107-1	Various	\$300.00

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Pipeline
ITEM	<p>A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 at the August 19, 2021, DuPage Water Commission Meeting</p> <p>Resolution No. R-30-21</p>	<p>APPROVAL</p> 	
<p>Account Number: 01-60-663100 (estimated cost of \$58,701.61)</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-30-21 would approve the following Work Authorization Orders under the Quick Response Contracts.</p> <p>Work Authorization Order No. 22 to Rossi Contractors, Inc. This work authorization was issued, and the work begun, prior to board approval and was necessary to repair a leak in a 16" diameter ductile iron water main located at Richert Road and Lively Blvd. in the Village of Wood Dale.</p> <p>The scope of this work included providing and maintaining traffic and pedestrian controls, locating, and repairing the source of the leak, backfilling the excavation with suitable materials, restoration of all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.</p> <p>Approval of Resolution R-30-21 would ratify Work Authorization Order Number 22 to Rossi Contractors, Inc. for the work necessary to excavate, locate and repair, as described in Exhibit 1 to this resolution, the source of a leak located on a Commission 16" diameter ductile iron water main at a total estimated cost of \$58,701.61.</p>			
<p>MOTION: To adopt Resolution No. R-30-21</p>			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-30-21

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-11/17 AT THE
AUGUST 19, 2021 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 _____, 2021.

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-11/17: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-11.022

LOCATION:

Richert Road and Lively Blvd in the Village of Wood Dale.

CONTRACTOR:

Rossi Contractors, Inc.

DESCRIPTION OF WORK:

Provide and maintain traffic and pedestrian controls; dewater isolated section of main; excavate, locate and repair the source of a leak on a Commission 16" 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 a leak in a 16" diameter ductile iron water main.

MINIMUM RESPONSE TIME:

3 hours

**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:



Representative

DATE: 6-29-2021

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By:



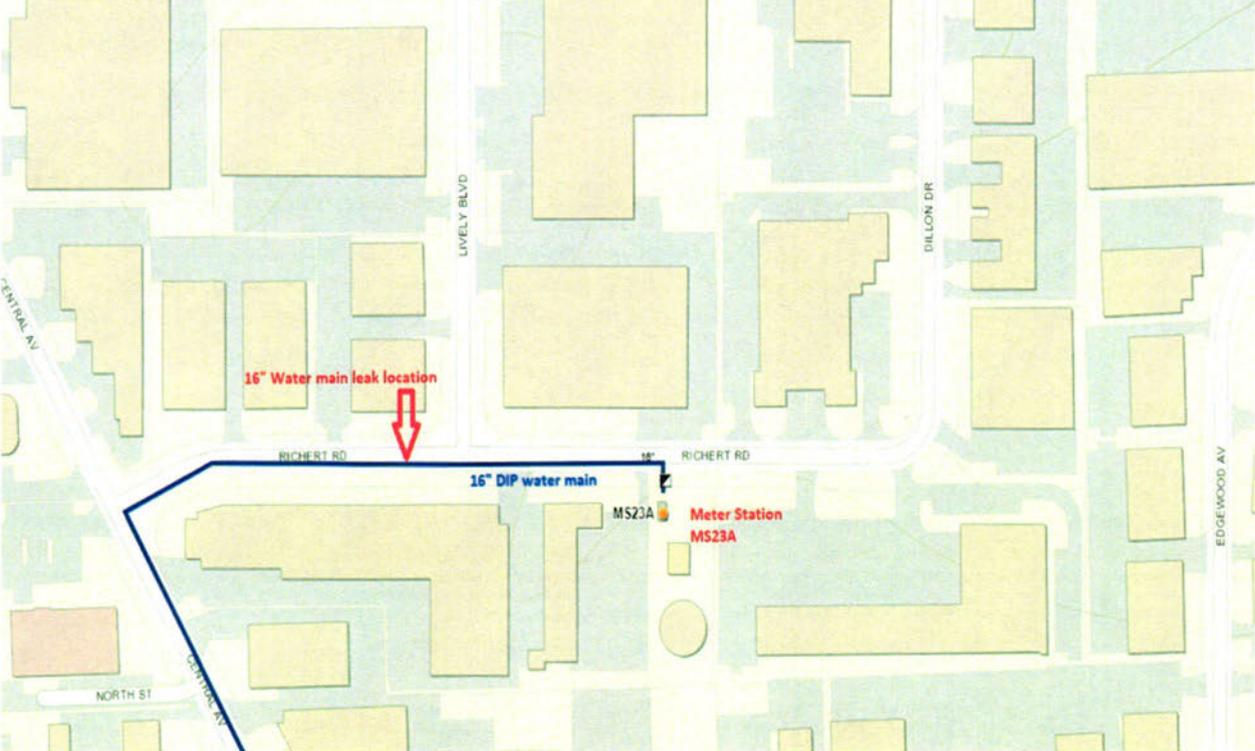
Signature of Authorized Representative

Safety Rep:

Name and 24-Hr Phone No.

DATE: 6-30-21

Village of Wood Dale

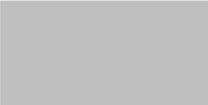


Village of Wood Dale

16-inch ductile iron pipe water main leak location.

DATE: August 12, 2021

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Pipeline
ITEM	A Resolution Approving and Ratifying Certain Change Orders for a Contract for the Valve Assessment Program (Contract VAP-1/21) at the August 19, 2021, DuPage Water Commission Meeting Resolution No. R-31-21	APPROVAL  	
<p>Account Numbers: 01-60-771000 (No Monetary Amount)</p> <p>Resolution No. R-31-21 would approve the following Change Orders:</p> <p>Change Order No. 1 to Contract for the Valve Assessment Program (Contract VAP-1/21)</p> <p>Item 1. Contract VAP-1/21 was closed with Valve Reconditioning Service on June 4th, 2021. Contract VAP-1/21 included performing valve assessments and exercising our 72" and 90" valves from Lexington Pumping Station. As a part of the contract, the assessments were scheduled to be finished within 180 days of signing the contract. DWC would like to delay exercising valves on the 72" and 90" pipelines from Chicago during the high summer demand and would like to wait to start the contract until demands are lower in the fall. Due to restrictions on exercising the valves during summer, an extension of Contract Time is warranted. Approval of this Change Order would extend the Contract Completion time to 365 days past the signing the contract. The new contract completion date would be June 4th, 2022.</p> <p>Approval of this Change Order does not authorize or necessitate a change in the Contract Price.</p>			
MOTION: To approve Resolution No. R-31-21.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-31-21

A RESOLUTION APPROVING AND RATIFYING
CERTAIN CHANGE ORDERS FOR A CONTRACT FOR THE VALVE ASSESSMENT PROGRAM
(CONTRACT VAP-1/21) AT THE
AUGUST 19, 2021 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 _____, 2021.

Chairman

ATTEST:

Clerk

Exhibit 1

Resolution No. R-31-21

1. Change Order No. 1 to the Contract for the Valve Assessment Program (Contract VAP-1/21) for a Contract Time Extension.

DuPAGE WATER COMMISSION
CHANGE ORDER

SHEET 1 OF 2

PROJECT NAME: VALVE ASSESSMENT PROGRAM

CHANGE ORDER NO. 1

LOCATION: Cook County, Illinois

CONTRACT NO. VAP-1/21

CONTRACTOR: Valve Reconditioning Service
dba Actuation Group.

DATE: August 19, 2021

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Extension of Contract Time

B. REASON FOR CHANGE:

1. Due to the Owner adding restrictions that the work described in this contract cannot take place in summer, and an extension of Contract Time is warranted.

C. REVISION IN CONTRACT PRICE:

1. \$0.00

II. CHANGE ORDER CONDITIONS:

1. The Contract Period established in the Contract, as signed or as modified by this Change Order, revises the Contract Completion Date to 365 days past the signing of the contract or June 4, 2022.

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: Valve Reconditioning Services, Inc.

By: _____ (_____)
Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

By: _____ (_____)
Signature of Authorized Representative Date

Date: August 12, 2021

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 a Master Agreement with DeLasCasas CP, LLC for Professional Engineering Services at the August 19, 2021, DuPage Water Commission Meeting Resolution No. R-32-21	APPROVAL	
Account Nos: 01-60-629000, 01-60-751200			
<p>Resolution No. R-32-21 would authorize the General Manager to enter into a master agreement with DeLasCasas CP, LLC for professional engineering services in connection with various projects as they arise. The Commission is looking to utilize DeLasCasas CP, LLC to assist with the newly implemented corrosion control monitoring program. The program began last year with performing Test Point Surveys on the entire system and Close Interval Surveys on the steel mains within the system. The Commission is seeking DeLasCasas CP, LLC to assist in evaluating the results of these surveys. This master agreement 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-32-21.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-32-21

A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A MASTER AGREEMENT WITH DELASCASAS CP, LLC
FOR PROFESSIONAL ENGINEERING SERVICES AT THE AUGUST 19, 2021,
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 desires to obtain from time to time, and DeLasCasas CP, 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 Consultant desire to enter into a master contract setting forth the terms and conditions pursuant to which the Commission will obtain from time to time, and Consultant will provide from time to time, professional engineering services for such discrete projects as are delineated and described in Task Orders to be approved by the Commission and Consultant; and

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

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 agreement between the DuPage Water Commission and DeLasCasas CP, LLC for Professional Engineering Services, in substantially the form

Resolution No. R-32-21

attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved and the General Manager shall be and hereby is authorized and directed to execute the Master agreement in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Master agreement shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Master agreement executed by DeLasCasas CP, LLC.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ____ DAY OF _____, 2021.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-32-21.docx

EXHIBIT 1

CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
DELASCASAS CP, LLC
FOR
GENERAL ENGINEERING SERVICES
FOR THE DuPAGE WATER COMMISSION

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CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
DELASCASAS CP, 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 *DeLasCasas CP, LLC, 111 Ambassador Ave, Romeoville, Illinois, 60446, a Illinois Company* ("Consultant"), make this Contract as of the **23rd** day of **August** 2021, 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 act, error, or omission in Consultant's performance of, or failure to perform, the Services or any part thereof, except to the extent caused by the negligence of Owner.

ARTICLE V PAYMENT

5.1 Contract Price

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

5.2 Taxes, Benefits and Royalties

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

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("Progress Payments"). Notwithstanding anything in this Contract to the contrary, all payments shall be subject to and made according to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish Consultant's

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

5.4 Final Acceptance and Final Payment

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

5.5 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are defective, nonconforming or incomplete, or contain errors; (2) damage for which Consultant is liable under this Contract; (3) liens or claims of lien regardless of merit unless bonded over by

Consultant or unless such liens were a result of Owner's failure to comply with its payment obligations in this Contract; (4) delay in the progress or completion of the Services unless due to causes that could not be avoided or controlled by Consultant; (5) inability of Consultant to complete the Services; (6) failure of Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under this Contract; or (8) the cost to Owner, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract; provided, however, that Owner has provided Consultant with advance written notice of any such event, and Consultant has failed to cure or start to cure with due diligence such matter within ten business days after receipt of such written notice.

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

5.6 Accounting

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

ARTICLE VI REMEDIES

6.1 Owner's Remedies

If it should appear at any time prior to Final Payment for all work that Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Contract, or has attempted to assign this Contract or Consultant's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure or begin to cure with due diligence any such Event of Default within ten business days after Consultant's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and

without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

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

6.2 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

Consultant or (2) to create any relationship between Owner and any subcontractor of Consultant.

7.3 No Collusion/Prohibited Interests

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

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

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

7.4 Assignment

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

7.5 Confidential Information

All information supplied by Owner to Consultant for or in connection with this Contract or the Services shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services. Confidential information shall not include any information of Owner that is required by law to be disclosed to any governmental agency, provided that before making such disclosure, Consultant shall give Owner a written notice and an opportunity to object to the disclosure or take action to assure confidential handling of the information.

7.6 No Waiver

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

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

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

**DeLasCasas CP, LLC,
111 Ambassador Ave
Romeoville, Illinois, 60446
Attention: Rogelio De Las Casas**

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.

Owner recognizes that information stored on electronic information prepared by Consultant may not be 100% compatible with their own computer system due to differences in computer hardware and software, or may be subject to translation errors. In addition, Owner recognizes that designs, plans and data stored on electronic information may be subject to undetectable alteration and/or uncontrollable deterioration.

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: _____
Clerk

By: _____
General Manager

Attest/Witness:

DELASCASAS CP, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
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

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Pipeline						
ITEM	<p>A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 at the August 19, 2021, DuPage Water Commission Meeting</p> <p>Resolution No. R-33-21</p>	<p>APPROVAL</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>							
<p>Account Number: 01-60-663100 (estimated cost of \$70,640.00)</p>									
<p>The Commission entered into certain agreements dated June 30, 2021 with John Neri Construction Co., Inc. and Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work, as needed, through the issuance of Work Authorization Orders. Resolution No. R-33-21 would approve the following Work Authorization Orders under the Quick Response Contracts.</p>									
<p>Work Authorization Order No. 004 to Rossi Contractors, Inc.</p>									
<p>The pipeline department has identified 24 manhole lids and cathodic protection handhole structures that require repairs. These repairs include breaking asphalt and/or concrete street bases, excavating existing frames and adjustment rings, and resetting, replacing or installing new adjustment rings, frames, or lids. Staff also asked the QR contractors to provide an estimate for any future manhole repairs that may come up as an additional line item. Staff solicited cost estimates for this work from the three QR-12/21 contractors and the results are listed in the table below:</p>									
<table border="1"> <tr> <td>Rossi Contractors, Inc.</td> <td>\$60,900.00</td> </tr> <tr> <td>Benchmark Construction Co.</td> <td>\$89,000.00</td> </tr> <tr> <td>John Neri Construction Co., Inc.</td> <td>\$143,700.00</td> </tr> </table>				Rossi Contractors, Inc.	\$60,900.00	Benchmark Construction Co.	\$89,000.00	John Neri Construction Co., Inc.	\$143,700.00
Rossi Contractors, Inc.	\$60,900.00								
Benchmark Construction Co.	\$89,000.00								
John Neri Construction Co., Inc.	\$143,700.00								
<p>Approval of Resolution R-33-21 would approve Work Authorization Order Number 004 to Rossi Contractors, Inc. for the work as described in Exhibit 1 to this resolution, at a total estimated cost of \$70,640.00. This cost includes an additional 5 manhole lid repairs that may be needed in the future.</p>									
<p>MOTION: To adopt Resolution No. R-33-21</p>									

DUPAGE WATER COMMISSION

RESOLUTION NO. R-33-21

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-12/21 AT THE
AUGUST 19, 2021, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated June 30, 2021, with John Neri Construction Co., Inc., Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-12/21"); and

WHEREAS, Contract QR-12/21 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 _____, 2021.

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-12/21: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-12.004

LOCATION:

Various locations throughout system, see attached mapbook.

CONTRACTOR:

Rossi Contractors, Inc.

DESCRIPTION OF WORK:

Perform the following frame and lid repairs as listed at the various locations in the table below:

2021 Frame and Lid Repair List

#	Asset	Pipeline	Station	Page	Location	Village	Comments on Repairs	Structure
1	11090	TSW D-87 1	171+28	12	Rte. 56 100' West of Summit	Oak Brook Terrace	Needs DWC BOV lid and valve box replacement. In roadway	BOV
2	10884	FSW-4/89 2	29+20	3	On Finley Rd. 1000 S/of Lacey	Downers Grove	Patch Failure in roadway	BOV
3	10882	FSW-4/89 2	12+80	2	On Finley Rd. 500 N/of Lacey	Downers Grove	Patch Failure in roadway	BOV
4	NA	TW-2	185+75	55	WB Highlake 500' West of Shelburn Farms Dr	Winfield	Raise CP handhole structure in gravel to grade	CP
5	10154	FOB-2/89	12+20	34	WB Warrenville Rd at Lucent Ln	Naperville	Patch Failure in roadway	AR
6	10865	FS-2/89, MS-15A	10+91	20	SE Corner of Ranchview Dr and Princeton Cr.	Naperville	Valve box paved over in roadway	BOV
7	10838	FOB-2/89	48+30	45	Warrenville Rd 1500' east of Washington	Naperville	Lid sunk/Valve Box replacement in roadway	BOV
8	11205	FOB-2/89	53+25	46	Warrenville Rd 1000' east of Washington	Naperville	Frame sits high. Cracked from plows in roadway. Reset and replace to grade	BV
9	10815	FOB-2/89, MS-26B	42+66	33	Lambert Lake entrance off of Lambert Rd	Glen Ellyn	Lid in gravel--gets buried each plow season. Raise to grade with asphalt or concrete pad surrounding	BOV
10	10346	TN-1/88	446+44		4N194 Church Rd	Bensenville	Wrong lid, replace with new DWC frame and lid	AR
11	10490	TS-5/97	292+71	26	455 38th St	Downers Grove	Patch Failure in roadway	AR
12	12167	TS-5/97	0+53	1	NE Corner of 75th and Fairview	Darien	Lid sits high, replace frame and lid in sidewalk with new	Vent
13	10696	90"	6+72	1	On the west Central Ave. parkway between I-290 exit Ramp and CTA	Chicago	Sub-Structure/rings to support lid sunk. Needs to be built up	BOV
14	10923	TN-1/88	23+42	4	South Metra ROW East of Spring Rd	Roselle	Flange sits too high/ Needs to be cut and lowered	BOV
15	10937	TN-1/88	384+58	29	NE Corner of Church Rd and Grove Ave	Bensenville	Frame and Lid Offset. Needs to be re-centered	BOV
16	10942	TN-1/88	466+87	35	Church Rd 850' N/of Grand Ave	Bensenville	Flange sits too high/ Needs to be cut and lowered	BOV
17	10778	FNW-2/89, MS-14B	0+42	40	201 N Elizabeth	Lombard	Valve box sits high in driveway apron	BOV
18	10962	TNW-1/88	139+10	11	Monteray Ave and Great Western Trail	Villa Park	Patch Failure around lid. Install a 1'double flanged spool piece to build up riser	BOV
19	10856	FS-2/89, MS-22A	19+61	8	73rd Ct 75' S/of Rte. 83	Willowbrook	Lid in gravel--gets buried each plow season. Raise to grade with asphalt or concrete pad surrounding	BOV
20	NA	TS-5/97	274+94	25	In front parkway of 3940 Douglas Rd	Downers Grove	Raise CP handhole structure in grass parkway to grade. Restore area	CP
21	NA	TIB-1/03	90+00	8	North Entrance of the Elmhurst Reclamation Plant	Elmhurst	Raise buried CP handhole structure in parkway/asphalt to grade	CP
22	10789	NW-1	128+70	13	On Ardmore 25' S/of Park	Villa Park	Frame cracked and not centered over flange. Asphalt failure	BOV
23	10788	NW-1	117+25	11	In curb at 524 S Ardmore.	Villa Park	Low spot on curb, could be leveled, rings are deteriorated.	BOV
24	10787	NW-1	102+02	8	In curb at 740 S Ardmore.	Villa Park	Low spot on curb, could be leveled, rings are deteriorated.	BOV
25	TBD	Unknown			TBD		asphalt or concrete paved area. Work requires breaking asphalt and/or concrete street base, excavation of existing frame and adjustment rings, resetting, replacing or installing new adjustment rings, frame and lids in compliance with the local authority having jurisdiction	

REASON FOR WORK:

Manhole lid and repairs are needed to maintain safe access to our pipeline.

MINIMUM RESPONSE TIME:

N/A

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

DWC will supply all frames and lids needed for the repairs, the contractor is to provide everything else.

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:

See attached.

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: _____
Signature of Authorized
Representative

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

DATE: _____

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities
ITEM	<p>A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 at the August 19, 2021, DuPage Water Commission Meeting</p> <p>Resolution No. R-34-21</p>	<p>APPROVAL</p> 	

Account Numbers: 01-60-662300 (Estimated Cost \$8,000.00)

The Commission entered into certain agreements dated June 30, 2021, with John Neri Construction Co., Inc., Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work as needed through the issuance of Work Authorization Orders. Resolution No. R-34-21 would approve the following Work Authorization Orders under the Quick Response Contracts.

Work Authorization Order No. 001: This work authorization is for Benchmark Construction Co., Inc., and the work completed prior to board approval and was necessary to replace an existing 8" plug valve near the ceiling in the meter shop with a new 8" plug valve provided by owner. This valve is 30 years old and getting hard to operate. Staff solicited cost estimates for this work from the three QR-12/21 contractors and the results are listed in the table below:

Benchmark Construction Co.	\$4,000.00
John Neri Construction Co., Inc.	\$4,600.00
Rossi Contractors, Inc.	\$5,000.00

Work Authorization Order No. 002: This work authorization is for Benchmark Construction Co., Inc., and the work completed prior to board approval and was necessary to remove a 10" meter casing with strainer from vault under the meter shop office. Provide a 10" pipe section and any required fittings and install with owner provided new epoxy coated strainer in place of the removed 10" meter casing and strainer. The meter casing was obsolete and not necessary, and the cast iron strainer was rusting. Staff solicited cost estimates for this work from the three QR-12/21 contractors and the results are listed in the table below:

Benchmark Construction Co.	\$4,000.00
John Neri Construction Co., Inc.	\$6,800.00
Rossi Contractors, Inc.	\$5,000.00

Approval of Resolution R-34-21 would approve Work Authorization Order No. 001 and No. 002 to Benchmark Construction Co. at an estimated cost of \$8,000.00.

MOTION: To adopt Resolution No. R-34-21.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-34-21

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-12/21
AT THE AUGUST 19, 2021, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated June 30, 2021, with John Neri Construction Co., Inc., Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-12/21"); and

WHEREAS, Contract QR-12/21 is designed to allow the Commission to direct one or more or all of 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;

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 _____, 2021.

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-12/21: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-12.001

LOCATION:

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

CONTRACTOR:

Benchmark Construction Co., Inc.

DESCRIPTION OF WORK:

Remove existing 8" plug valve near ceiling in meter shop and install new 8" plug valve with gaskets, nuts & bolts provided by owner. Test operation to make sure there are no piping leaks and the valve seats properly to stop flow of water. DWC staff will assist in the testing.

REASON FOR WORK:

Existing 8" plug valve is 30 years old and getting hard to operate.

MINIMUM RESPONSE TIME:

N/A

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

Qty 1 – 8" Pug valve with manual chainwheel actuator w/ gaskets and nuts & bolts.

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: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

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

DATE: _____

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-12/21: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-12.002

LOCATION:

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

CONTRACTOR:

Benchmark Construction Co., Inc.

DESCRIPTION OF WORK:

Remove 10" meter casing with strainer from vault under meter shop office. Install new strainer provided by owner. Provide 10" pipe section and any required fittings to replace the 10" meter casing that was removed. Owner will provide stainless-steel hardware and gaskets. Install owner provided 10" isolation gasket kit on one side of the strainer. Test to confirm isolation and no water leaks. DWC staff will assist with testing.

REASON FOR WORK:

The meter casing is obsolete and not required anymore. The strainer is cast iron and rusting. The strainer is still needed to catch debris.

MINIMUM RESPONSE TIME:

N/A

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

Qty 1 – 10" Strainer assembly
Qty 1 – 10" Isolation Gasket Kit

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: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

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

DATE: _____

Date: August 12, 2021

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 a Master Agreement with Northern Inspection Services, LLC for Professional Engineering Services at the August 19, 2021, DuPage Water Commission Meeting Resolution No. R-36-21	APPROVAL	
Account Nos: 01-60-629000, 01-60-751200			
<p>Resolution No. R-36-21 would authorize the General Manager to enter into a master agreement with Northern Inspection Services, LLC for professional engineering services in connection with various projects as they arise. The Commission is looking to utilize Northern Inspection Services, LLC to assist with the newly implemented corrosion control monitoring program. The Commission is also seeking Northern Inspection Services' engineering assistance to evaluate the Polarization Cell Replacement (PCR) devices currently used at the Commission. A PCR is a device designed to simultaneously provide DC decoupling and AC continuity/grounding on our ROVs when used with cathodically protected structures. This master agreement 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-36-21.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-36-21

A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A MASTER AGREEMENT WITH NORTHERN INSPECTION
SERVICES, LLC
FOR PROFESSIONAL ENGINEERING SERVICES AT THE AUGUST 19, 2021,
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 desires to obtain from time to time, and Northern Inspection Services, 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 Consultant desire to enter into a master contract setting forth the terms and conditions pursuant to which the Commission will obtain from time to time, and Consultant will provide from time to time, professional engineering services for such discrete projects as are delineated and described in Task Orders to be approved by the Commission and Consultant; and

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

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 agreement between the DuPage Water Commission and Northern Inspection Services, LLC for Professional Engineering Services, in substantially

Resolution No. R-36-21

the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved and the General Manager shall be and hereby is authorized and directed to execute the Master agreement in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Master agreement shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Master agreement executed by Northern Inspection Services, LLC.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ____ DAY OF _____, 2021.

Chairman

ATTEST:

Clerk

EXHIBIT 1

CONTRACT BETWEEN
DUPAGE WATER COMMISSION
AND
NORTHERN INSPECTION SERVICES, LLC
FOR
GENERAL ENGINEERING SERVICES
FOR THE DUPAGE WATER COMMISSION

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ATTACHMENT B – Scope of Services

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

CONTRACT BETWEEN
DUPAGE WATER COMMISSION
AND
NORTHERN INSPECTION SERVICES, 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 ***Northern Inspection Services, LLC, 95 Center Drive, Gilberts, IL 60136, a Illinois Company*** ("Consultant"), make this Contract as of the **23rd** day of **August**, 2021, 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 act, error, or omission in Consultant's performance of, or failure to perform, the Services or any part thereof, except to the extent caused by the negligence of Owner.

ARTICLE V PAYMENT

5.1 Contract Price

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

5.2 Taxes, Benefits and Royalties

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

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("Progress Payments"). Notwithstanding anything in this Contract to the contrary, all payments shall be subject to and made according to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish Consultant's

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

5.4 Final Acceptance and Final Payment

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

5.5 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are defective, nonconforming or incomplete, or contain errors; (2) damage for which Consultant is liable under this Contract; (3) liens or claims of lien regardless of merit unless bonded over by

Consultant or unless such liens were a result of Owner's failure to comply with its payment obligations in this Contract; (4) delay in the progress or completion of the Services unless due to causes that could not be avoided or controlled by Consultant; (5) inability of Consultant to complete the Services; (6) failure of Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under this Contract; or (8) the cost to Owner, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract; provided, however, that Owner has provided Consultant with advance written notice of any such event, and Consultant has failed to cure or start to cure with due diligence such matter within ten business days after receipt of such written notice.

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

5.6 Accounting

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

ARTICLE VI **REMEDIES**

6.1 Owner's Remedies

If it should appear at any time prior to Final Payment for all work that Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Contract, or has attempted to assign this Contract or Consultant's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure or begin to cure with due diligence any such Event of Default within ten business days after Consultant's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and

without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

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

6.2 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

Consultant or (2) to create any relationship between Owner and any subcontractor of Consultant.

7.3 No Collusion/Prohibited Interests

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

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

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

7.4 Assignment

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

7.5 Confidential Information

All information supplied by Owner to Consultant for or in connection with this Contract or the Services shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services. Confidential information shall not include any information of Owner that is required by law to be disclosed to any governmental agency, provided that before making such disclosure, Consultant shall give Owner a written notice and an opportunity to object to the disclosure or take action to assure confidential handling of the information.

7.6 No Waiver

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: **[TBD]**

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

Northern Inspection Services LLC
95 Center Drive
Gilberts, IL 60136
Attention: **Veronica Huckstorf**

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:

NORTHERN INSPECTION SERVICES, 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

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Engineering		
ITEM	<p>A Resolution Suspending Purchasing Procedures and Approving Requisition 72882 for the Development of a New AT&T Fiber Line at the August 19, 2021 DuPage Water Commission Meeting.</p> <p>Resolution No. R-37-21</p>	APPROVAL			
<p>Account Number: 01-60-771700 Estimated at \$27,509.32</p>					
<p>Resolution No. R-37-21 would suspend purchasing procedures and approve requisition 72882 in the amount estimated at \$27,509.32 thereby authorizing staff to purchase the development of a new AT&T switched ethernet fiber line to provide a replacement for the point-to-point radio system that serves as primary communication for our supervisory control and data acquisition (SCADA) system between the DuPage Water Commission Pump Station and the Illinois State Toll Highway Authority (ISTHA) Plaza 35 tower.</p>					
<p>Suspension of purchasing procedures for this purchase is in the best interest of the Commission as our existing point-to-point radio system that serves as our primary communication link for SCADA between the DuPage Water Commission Pump Station and our remote sites has lost its back up and is no longer supported or manufactured. The point-to-point radio system allows the communication and monitoring of SCADA throughout our remote sites within DuPage and Cook County using the ISTHA tollway towers as the backbone of the system. The option to replace the point-to-point radio system with AT&T fiber is the more cost-effective solution that also provides a larger data transmission capacity which is needed for the upcoming SCADA replacement project. The cost of the new AT&T fiber line to ISTHA Plaza 35 is broken into two components. The single non-recurring cost, which covers the installation cost for AT&T to route and implement the new fiber line developed for our needs, and the 1 Gb fiber access recurring cost which is the monthly pricing for the use of AT&T's fiber services, pricing is listed below.</p>					
<table border="1"> <tr> <td>Fiber Build - Special Construction (Non-recurring)</td> <td>\$ 26,659.32</td> </tr> </table>		Fiber Build - Special Construction (Non-recurring)	\$ 26,659.32		
Fiber Build - Special Construction (Non-recurring)	\$ 26,659.32				
<table border="1"> <tr> <td>AT&T Fiber 1Gb Access (monthly cost)</td> <td>\$ 850.00</td> </tr> </table>		AT&T Fiber 1Gb Access (monthly cost)	\$ 850.00		
AT&T Fiber 1Gb Access (monthly cost)	\$ 850.00				
<p>The services listed in requisition 72882 would be used to replace the Commission's existing point-to-point radio system with a new AT&T fiber line. The goal is to increase network reliability and data transfer capacity between our facility and the ISTHA Plaza 35 tower that we utilize to pull remote facility data over SCADA.</p>					
<p>MOTION: To approve Resolution No. R-37-21.</p>					

DUPAGE WATER COMMISSION

RESOLUTION NO. R-37-21

A RESOLUTION SUSPENDING PURCHASING PROCEDURES AND APPROVING
REQUISITION 72882 FOR DEVELOPMENT OF A NEW AT&T FIBER LINE AT THE
AUGUST 19, 2021
DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission received a price quotation from AT&T, dated as of June 22, 2021, in the amount estimated at \$27,509.32 for the development of a new 1 Gb fiber line as requested by Commission staff; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to suspend purchasing procedures and accept the price quotation offered by AT&T to develop the 1 Gb fiber line as requested by Commission staff;

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 as if fully set forth.

SECTION TWO: The price quotation of AT&T, dated as of June 22, 2021, for the development of a new 1 Gb fiber line as requested by Commission staff shall be and it hereby is approved and accepted by the Board of Commissioners of the DuPage Water Commission and the requisition 72882 in the amount estimated at \$27,509.32 necessary to effect purchase of said hardware is hereby approved without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2021.

Chairman

ATTEST:

Clerk

Board/Resolutions/2021/R-37-21.doc

Exhibit



Quotation

AT&T Public Sector - State, Local, and Education

DATE 6/22/2021
Quotation # DUP062221ASE01

Client Solutions Executive: Jennifer Kuceba
847-207-7379
jk9872@att.com

Quotation For:

DuPage County Water Commission
600 E Butterfield Rd
Elmhurst, IL 60126

Prepared by: Craig Cushman
616-881-9490
cc9189@att.com

Quotation valid until: 9/20/2021

Product: AT&T Switched Ethernet - Network on Demand - 36mn

QUANTITY	DESCRIPTION	Access Port MRC	CIR MRC	Non-Recurring	Extended MRC	Extended Non-Recurring
2	ASEoD - 10M CIR (Basic - Business Critical Medium) / 1000M Access Special Construction (2601' fiber build) Locations on this quote : Tollway - 1 TRI-STATE TOLLWAY, ELMHURST, IL 60126 DuPage Water - 600 E BUTTERFIELD RD, ELMHURST, IL 60126	\$ 250.00	\$ 175.00	\$26,659.32	\$ 850.00	-
1						\$ 26,659.32
TOTAL					\$ 850.00	\$ 26,659.32

* - 1 Gbps handoff options include 1000 Base TX Electrical, 1000 Base SX for Multi-Mode Fiber (MMF) Optical, and 1000 Base LX for Single Mode Fiber (SMF) Optical

Comments or Special Instructions:

Customer will be responsible for providing conduit from Demarcation point to property line for access of primary route and, where appropriate, dual entrance access. Internal wiring between demarcation point and customer premise equipment shall be the responsibility of the Customer. However, pricing for these services can be provided by AT&T's Structured Cabling Division upon request.

Customer will be responsible to provide necessary "room-ready" requirements including space for equipment mountings or rack(s), power and ground. Detailed requirements will be provided to the Customer upon completion of initial site visit that will take place once the order for service has been placed.

THANK YOU FOR YOUR BUSINESS!

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Engineering
ITEM	<p>A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Strand Associates at the August 19, 2021 DuPage Water Commission Meeting</p> <p>Resolution No. R-39-21</p>	APPROVAL	
<p>Account No.: 01-60-771700 – (Not to Exceed \$40,000.00)</p> <p>On March 21, 2019, the Commission approved R-12-19, Task Order No. 3, with Strand Associates for professional engineering services on revision of the Request for Proposal (RFP) for the Supervisory Control and Data Acquisition (SCADA) Replacement Project at a cost not-to-exceed \$8,000.00.</p> <p>DWC Staff have received the 90% Design drawings and technical specifications prepared by Carollo Engineers Inc. for the SCADA Replacement Project and has reached out to Strand Associates to assist in the review and revision of these documents. Staff would like to amend Task Order No. 3 to have Strand Associates utilize their expertise and experience to guide Staff and provide the necessary technical information on the Commission’s design review and revision up until the selection of an integrator for the SCADA Replacement Project. This will provide support and enable Staff to develop a more detailed and complete design package.</p> <p>Resolution No. R-39-21 would approve the First Amendment to Task Order No. 3 to the Master Contract with Strand Associates for an additional \$40,000.00, making the Total Cost not-to exceed \$48,000.00.</p>			
MOTION: To adopt Resolution No. R-39-21.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-39-21

A RESOLUTION APPROVING A FIRST AMENDMENT TO
TASK ORDER NO. 3 UNDER A MASTER CONTRACT
WITH STRAND ASSOCIATES AT THE AUGUST 19, 2021 DuPAGE WATER
COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with Strand Associates (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-12-19, 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 design and technical specifications review 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

Resolution No. R-39-21

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 _____, 2021.

Chairman

ATTEST:

Clerk

Resolution No. R-39-21

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 Strand Associates (“Consultant”), for Professional Engineering Services dated July 31, 2013 (the “Contract”), Owner and Consultant agree to amend, effective August 20, 2021, Task Order No. 3 Perform a peer review of the design drawings and specifications prepared by Carollo Engineers, Inc. (Carollo) for the Owner’s Supervisory Control and Data Acquisition (SCADA) System Replacement Project (Task Order No. 3) as follows:

1. Services of Consultant

Section 2, entitled “Services of Consultant” of Task Order No. 3 shall be amended to add the following services:

Owner has received the 90 percent submittal of the drawings and specifications for the SCADA System Replacement Project. Consultant assisted the Owner with preparation of the request for proposals for the project. The Owner has requested Consultant review the SCADA drawings and specifications and provide written comments regarding the scope, technical content, and consistency. The Consultant will:

- a. Review the 90 percent 147-page drawing set and the 900-page technical specifications document and provide written comments in the form of a letter to the Owner.
- b. Attend up to two two-hour review meetings with the Owner and Carollo via online collaboration software discuss the written comments.
- c. Review the final submittal drawings and specifications that are prepared to address the comments and provide a letter to Owner indicating disposition of the comments. It is anticipated the quantity of drawings and number of pages in the technical specifications will be similar to the 90 percent submittal.
- d. Attend up to two two-hour meetings with the Owner and Carollo via online collaboration software to discuss comments that were not addressed from the 90 percent submittal.
- e. Provide up to 24 hours of phone support to Owner for additional questions.

2. 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 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 be NTE \$48,000.00 The contact price maybe adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.”

3. Designated Representative for Task Order

The DuPage Water Commission designated representative for Task Order No. 3 shall be amended in its entirety so the designated representative shall hereafter be and read as follows:

Resolution No. R-39-21

“Denis Cuvalo
Coordinating Engineer
cuvalo@dpwc.org
(630) 834-0100”

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

Strand Associates

BY: _____
Joseph M. Bunker
Corporate Secretary

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities						
ITEM	<p>A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 at the August 19, 2021, DuPage Water Commission Meeting</p> <p>Resolution No. R-40-21</p>	APPROVAL	  						
<p>Account Numbers: 01-60-663300 (Estimated Cost \$21,500.00)</p> <p>The Commission entered into certain agreements dated June 30, 2021, with John Neri Construction Co., Inc., Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work as needed through the issuance of Work Authorization Orders. Resolution No. R-40-21 would approve the following Work Authorization Order under the Quick Response Contracts.</p> <p>Work Authorization Order No. 003: This work authorization is for Rossi Contractors, Inc., to replace various sidewalk sections that are settling causing tripping hazards to the entrances of three Meter Stations. Staff solicited cost estimates for this work from the three QR-12/21 contractors and the results are listed in the table below:</p> <table border="1" data-bbox="431 1304 1182 1465"> <tr> <td>Benchmark Construction Co.</td> <td>\$41,000.00</td> </tr> <tr> <td>John Neri Construction Co., Inc.</td> <td>N/A</td> </tr> <tr> <td>Rossi Contractors, Inc.</td> <td>\$21,500.00</td> </tr> </table> <p>Approval of Resolution R-40-21 would approve Work Authorization Order No. 003 to Rossi Contractors, Inc. at an estimated cost of \$21,500.00.</p>				Benchmark Construction Co.	\$41,000.00	John Neri Construction Co., Inc.	N/A	Rossi Contractors, Inc.	\$21,500.00
Benchmark Construction Co.	\$41,000.00								
John Neri Construction Co., Inc.	N/A								
Rossi Contractors, Inc.	\$21,500.00								
MOTION: To adopt Resolution No. R-40-21.									

DUPAGE WATER COMMISSION

RESOLUTION NO. R-40-21

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-12/21
AT THE AUGUST 19, 2021, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated June 30, 2021, with John Neri Construction Co., Inc., Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-12/21"); and

WHEREAS, Contract QR-12/21 is designed to allow the Commission to direct one or more or all of 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;

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 _____, 2021.

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-12/21: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-12.003

LOCATION:

Meter stations:

MS1B, 1011 W Fullerton Ave., Addison

MS5D, 625 N Joyce St., Lombard

MS21A, 1590 S President St, Wheaton (Behind Fire Station)

CONTRACTOR:

Rossi Contractors, Inc.

DESCRIPTION OF WORK:

Replace sunken sidewalk sections leading to meter station entrances. Remove all necessary sidewalk sections, add appropriate fill, grade and compact, form and pour new concrete sections. Adjust B-Box structures as necessary to be flush with sidewalk. Restore landscaping and apply grass seed mat, as necessary.

MS1B, add additional fill to right of sidewalk to blend with grade around corner of meter station. Add at least 2 inches of gravel to match existing gravel area around building.

MS21A, add additional dirt to raise grade around manhole structure next to sidewalk and adjust B-Box to same elevation as manhole. Grade to blend in with surrounding area and apply grass seed mat.

REASON FOR WORK:

Sidewalk sections have sunken causing tripping hazards.

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: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

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

DATE: _____

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities						
ITEM	<p>A Resolution Suspending Purchasing Procedures and Approving Requisition 72898 for Removal of Downed Trees at Tank Site 4 Due to June 20, 2021 Tornado at the August 19, 2021 DuPage Water Commission Meeting.</p> <p>Resolution No. R-41-21</p>	APPROVAL							
Account Numbers: 01-60-649100 (Not-to Exceed \$52,000.00)									
<p>Resolution No. R-41-21 would suspend purchasing procedures and approve requisition 72898 in the amount not-to exceed \$52,000.00 thereby authorizing staff to purchase tree removal services at Tank Site 4 (TS4). On June 20, 2021 an EF3 tornado struck DWC property at TS4 leaving in its path numerous damaged and downed trees on the east, south and west perimeters that pose risk and liability to our neighboring community.</p>									
<p>Suspension of purchasing procedures for this purchase is in the best interest of the Commission as the damaged and downed trees pose risk and liability to our neighboring community. Commission Staff reached out to three landscaping groups, one including our current landscaping contractor, to visit TS4 and provide a daily quote to clear the perimeter around the tank site property. Listed below are the three landscaping groups and their daily quotes:</p>									
<table border="1"> <tr> <td>Dawson Tree Service</td> <td>\$3,160.00 per day</td> </tr> <tr> <td>Beary Landscaping</td> <td>\$3,500.00 per day</td> </tr> <tr> <td>Kramer Tree Specialists, Inc.</td> <td>\$4,690.00 per day</td> </tr> </table>				Dawson Tree Service	\$3,160.00 per day	Beary Landscaping	\$3,500.00 per day	Kramer Tree Specialists, Inc.	\$4,690.00 per day
Dawson Tree Service	\$3,160.00 per day								
Beary Landscaping	\$3,500.00 per day								
Kramer Tree Specialists, Inc.	\$4,690.00 per day								
<p>All vendors quoted a price per day with an average 12-13 days to perform all work. Beary Lanscaping was the lowest bidder for our current landscaping contract, however due to the magnitude of the amount of trees to be removed, it was beyond the scope of the existing contract. It is recommended by Commission Staff to choose the second lowest bidder, Beary Landscaping, due to the familiarity and constraints of the TS4 property as well as previous experience clearing the perimeter zone. We also anticipate further land management work to be performed in the interior of TS4 this coming fall to address the remaining trees that have fallen due the tornado. The services listed in requisition 72898 would be used to authorize Beary Landscaping to perform tree removal around the TS4 property perimeter.</p>									
<p>MOTION: To adopt Resolution No. R-41-21.</p>									

DUPAGE WATER COMMISSION

RESOLUTION NO. R-41-21

A RESOLUTION SUSPENDING PURCHASING PROCEDURES AND APPROVING
REQUISITION 72898 FOR REMOVAL OF DOWNED TREES AT TANK SITE 4 DUE TO
JUNE 20, 2021 TONADO
AT THE AUGUST 19, 2021, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission received a price quotation from Beary Landscaping, dated as of August 10, 2021, in the amount \$3,500.00 per day for the removal of damaged and downed trees at Tank Site 4 as requested by Commission staff; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to suspend purchasing procedures and accept the price quotation offered by Beary Landscaping to clear the Tank Site 4 perimeter as requested by Commission staff;

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 as if fully set forth.

SECTION TWO: The price quotation by Beary Landscaping, dated as of August 10, 2021, for the removal of damaged and downed trees at Tank Site 4 as requested by Commission staff shall be and it hereby is approved and accepted by the Board of Commissioners of the DuPage Water Commission and the requisition 72898 in the amount

Resolution No. R-41-21

not-to exceed \$52,000.00 necessary to effect purchase of said hardware is hereby approved without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2021.

Chairman

ATTEST:

Clerk

Exhibit 1



4627 Elm Avenue
 Brookfield, Illinois. 60513
 Phone: (847)768-9800 Fax: (847)768-9801

August 10, 2021
 Proposal No: 37727

Landscape Enhancement Proposal

Submitted To	Project
Alan Stark Dupage Water Commission 600 E. Butterfield Rd Elmhurst, IL 60126	DuPage Water Commission 600 E. Butterfield Rd. Elmhurst, IL 60126

Scope

Standpipe #4 Tree Work

East Side

Scope of Work-

For a ten foot wide section along the property line for the east side cut up fallen trees, damaged trees and fallen branches. Cut the trees into five to ten foot sections and move them farther into the property. Do not stack the cut up sections of trees. Use a chipper and chip all fallen branches in this area and blow the chips farther into the property making sure not to make piles. Any trees that have fallen onto the property but are still partially on homeowners property will be cut at the property line. The chipper will need to be brought in on the property using a skid steer for this work.

Cost-

The tree work is estimated for (5) full days at \$3,500 per day. This includes a driver / truck to bring a chipper and another driver / truck to bring the skid steer. If the tree work gets done in less time the price will be adjusted.

Clear Path On The East Side of Water Towers:

Starting off the east side of the parking lot to create a path about 15 feet wide to run along the east side of the property by the water towers stopping at the meter house at the south side of the towers to allow truck access to the property line without driving through homeowner's properties. To create this path cut up fallen trees into five foot sections, take down trees still standing, cut down weeds and grass and chip up branches.

Estimated at a 1.5 to 2 days of work at \$3,500 per day.

West Side, SW Corner & Maybe South Side

For a ten foot wide section along the property line for west and south borders to cut and clear fallen trees and branches. Cut trees into five foot sections and move them farther into the property. Do not stack cut up section of trees. Use chipper and chip fallen branches to blow farther into the property making sure not to make piles. For the SW corner use the homeowners driveway to get to the south border and around the wet areas. Take care of the trees partially on their property that have fallen into DWC's property. Take care of any additional trees down along the south border if needed.

Estimated at 5 days of work at \$3,500 per day. This includes a driver / truck to bring a chipper and another driver / truck to bring the skid steer. If the tree work gets done in less time the price will be adjusted.

Total cost for all work mentioned above approximately \$42,000.00 depending on the days needed.

Revised Tree Work

Project Total 42,000.00

Terms & Conditions

Payment Terms - Work to be billed upon completion. Net 30 days. In the event any legal action is taken to collect the amount due, buyer agrees to pay all costs and expenses. Any change by the buyer involving extra costs will become an extra charge.

Guarantee - Proper watering of plants, seed and sod is the responsibility to owner. Beary warrants replacement of plant material for one year. *This warranty does not apply to annuals, roses, perennials, grasses, ground cover, sod, seed, transplants, or any material not properly maintained.* This guarantee does not apply to damage to material caused by animals, insects, fungus, vandalism, snow plowing, or salting, or acts of God such as lightning, wind, or drought.

Sub Grade Hidden Obstacles - Seller hereby disclaims all liability for damages suffered to any underground buried objects such as septic tanks, sewers, cables, pipes, wires, underground sprinkler systems, and other objects hidden underground, unless buyer shall first put seller on notice in writing that such items exist and the exact location thereof.

Acceptance of Proposal - This estimate is hereby accepted and Beary Landscape is authorized to do the work as specified.

Authorized By:



Jeffrey Roberts
Account Representative .
312-989-0416
jroberts@bearylanscaping.com

08/10/21

Date

Owner/
Representative's
Signature:

Dupage Water Commission

Date

DATE: August 10, 2021

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Operations
ITEM	A Resolution Approving a 12-Month contract time extension for Heavy Machinery and Equipment Rigging, Transportation and Installation Service to Mecon Industries Inc. Resolution No. R-42-21	APPROVAL	
Account Number: 01-60-771900 & 01-60-662100			
<p>In accordance with R-29-18, the Commission awarded a Contract for 36-Month Heavy Machinery and Equipment Rigging, Transportation and Installation Service to Mecon Industries Inc. This contract included unit prices for labor services to be used on an as needed basis for most heavy machinery and equipment rigging, transportation and installation service on the Commission's large service pumps, motors and water system equipment by issuance of Purchase Orders.</p> <p>Throughout the term of the contract, Mecon provided Mechanical and Rigging services on one of the Commission's Vertical High Lift Pumps (HLP) and Large Motor; in addition to, completing the replacement of five of twenty 30" & 36" HLP isolation valves. The valve replacement project was put on hold in June of 2021 prior to high demand season and is tentatively scheduled to resume in October of 2021 during lower demand season.</p> <p>The existing contract expires on October 19, 2021. Staff believes that it would be in the Commission's best interest to extend the contract term limit for a period of 12-Months commencing on October 20, 2021 and ending on October 20, 2022 to allow sufficient time to complete the valve replacement project. Mecon has performed well over the past three years and agreed to extend the term of the contract under the existing terms and conditions.</p> <p>There is no cost associated with this request and all other terms and conditions of the Contract shall remain unchanged during this time.</p> <p>The extension request letter and form is attached to this document.</p> <p>Resolution No. R-42-21 would approve a 12-Month contract extension for Heavy Machinery and Equipment Rigging, Transportation and Installation Service to Mecon Industries Inc. and authorize the General Manger to execute such extension.</p>			
MOTION: To adopt Resolution No. R-42-21.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-42-21

A RESOLUTION APPROVING A 12-MONTH CONTRACT TIME EXTENSION FOR
HEAVY MACHINERY AND EQUIPMENT RIGGING, TRANSPORTATION AND
INSTALLATION SERVICE

WHEREAS, pursuant to Resolution No. R-29-18 the DuPage Water Commission (the "Commission") awarded a 36-Month Heavy Machinery and Equipment Rigging, Transportation and Installation Service to Mecon Industries Inc.: and

WHEREAS, the initial term of the Contract expires on October 19, 2021; and

WHEREAS, the Commission has determined that it is the best interests of the Commission to extend the Contract with Mecon Industries Inc. for a period of 12-Months expiring on October 20, 2022.

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

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

SECTION TWO: The DuPage Water Commission hereby approves a 12-Month contract extension expiring on October 20, 2022 for Heavy Machinery and Equipment Rigging, Transportation and Installation Service to Mecon Industries Inc. to be substantially in the form attached hereto and incorporated herein as Exhibit A, and the General Manager shall be and hereby is authorized to execute said extension.

Resolution No. R-42-21

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ___ DAY OF _____, 2021.

Chairman

ATTEST:

Clerk

Exhibit A



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

August 10, 2021

Mr. Joe Kozacek
Mecon Industries Inc.
2703 Bernice Road
Lansing, IL 60438

Subject: 12 Month Contract Extension

Dear Mr. Kozacek,

The DuPage Water Commission "Commission" entered into an agreement with Mecon Industries Inc. on October 19, 2018 for Heavy Machinery and Equipment Rigging, Transportation and Installation Service for work related to the Commission's Waterworks System as needed through the issuance of Purchase Orders.

The Commission has been satisfied with the work of Mecon Industries Inc. and therefore wishes to extend the contract term limits for a period of 12 months commencing on October 20, 2021 and ending on October 20, 2022. It is understood that all other terms and conditions of the Heavy Machinery and Equipment Rigging, Transportation and Installation Service Contract shall remain unchanged during this time.

Should Mecon Industries Inc. agree to this contract time extension as presented here, please sign, date and return the attached document to the Commission.

Sincerely,



Mike Weed

cc: File



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

The DuPage Water Commission and Meccon Industries Inc. do hereby agree to extend the Contract term limit of the 36 Month Heavy Machinery and Equipment Rigging, Transportation and Installation Service Contract dated and executed on October 19th, 2018, for a period of one (12) months commencing on October 20th, 2021, and ending on October 20th, 2022.

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR ACKNOWLEDGED:

By: _____
Representative

DATE: 8/10/21

DATE: August 10, 2021

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities
ITEM	To Authorize Approval of Requisition No. 72846 to Currie Motors Frankfort for The Purchase of One 2022 Ford F350 Service Truck in the Amount of \$74,558.00	APPROVAL	
<p>Account No. 01-60-686000 (\$74,558.00)</p> <p>The FY2021/2022 Annual Budget includes \$75,000.00 for a F350 Truck to be fully outfitted as a service truck to be used by the Instrumentation and Remote Facilities Department as an additional field service truck.</p> <p>The Commission would purchase the 2022 Ford F350 Chassis 4x4 SD Crew Cab with Service Body for \$74,558.00 from Currie Motors Frankfort under Contract #184 of the Suburban Purchasing Cooperative (SPC) - Joint Purchasing Program.</p> <p>The Suburban Purchasing Cooperative is a joint purchasing program sponsored by the Northwest Municipal Conference (NWMC), DuPage Mayors & Managers Conference (DMMC) South Suburban Mayors and Managers Association (SSMMA), and Will County Governmental League (WCGL). Together the SPC represents 142 municipalities and townships in northeastern Illinois.</p> <p>Approval of Requisition Number 72846 would authorize the purchase of one Ford F350 Chassis 4x4 SD Crew Cab with Service Body through the Suburban Purchasing Cooperative from Currie Motors Frankfort in the amount of \$74,558.00.</p>			
<p>MOTION: To authorize approval of requisition No. 72846 in the amount of \$74,558.00 to Currie Motors Frankfort.</p>			



DuPage Water Commission

MEMORANDUM

TO: John Spatz, General Manager

FROM: Cheryl Peterson, Financial Administrator

DATE: July 8, 2021

SUBJECT: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the July 15, 2021 Commission meeting:

June 9, 2021 to July 8, 2021 A/P Report	\$11,419,095.88
Accrued and estimated payments required before August 2021 Commission meeting	<u>1,435,830.00</u>
Total	<u>\$12,854,925.88</u>

cc: Chairman and Commissioners



DuPage Water Commission

Board Open Payable Report

As Of 07/08/2021

Summarized by Payable Account

Payable Number	Description	Post Date	Payable Amount	Net Amount
Payable Account: 01-211000 - ACCOUNTS PAYABLE				
Vendor: 1877	ADVOCO			Payable Count: (1)
101352/4	Infor Upgrade Consulting Service	06/30/2021	3,500.00	3,500.00
Vendor: 2228	Altorfer Industries, Inc.			Payable Count: (7)
PM6A0001542	Generator Service - Test Engine Oil	06/17/2021	256.66	256.66
PM6A0001544	Generator Service - Test Engine Oil	06/17/2021	256.66	256.66
PM6A0001546	Generator Service - Test Engine Oil	06/17/2021	256.66	256.66
PM6A0001548	Generator Service - Test Engine Oil	06/17/2021	256.66	256.66
PM6A0001550	Generator Service - Test Engine Oil	06/17/2021	256.66	256.66
PM6A0001552	Inspect & Maintain PM 1 - Silver Service	06/17/2021	349.00	349.00
PM6A0001653	Troubleshoot Breaker F8	06/22/2021	1,353.36	1,353.36
Vendor: 1088	AMERICAN WATER WORKS ASSOCIATION			Payable Count: (1)
7001931314	Membership Renewal: Stark	06/30/2021	361.00	361.00
Vendor: 1397	AT&T			Payable Count: (1)
INV0005352	DPPS PHONE SVC: 5/23/21-6/22/21	06/30/2021	342.18	342.18
Vendor: 1922	AT&T			Payable Count: (2)
7438503606	IP Flexible Reach Calling Plan: 6/19/21-7/18/21	06/29/2021	257.49	257.49
8875233608	ADI Access Charge: 6/19/21-7/18/21	06/29/2021	611.00	611.00
Vendor: 1802	BAKER TILLY VIRCHOW KRAUSE, LLP			Payable Count: (2)
BT1852645	Executive Search - General Manager	06/22/2021	8,550.00	8,550.00
BT1861273	PROFESSIONAL SERVICES: 5/25/21-6/24/21	06/30/2021	5,508.00	5,508.00
Vendor: 1980	BEARY LANDSCAPE MANAGEMENT			Payable Count: (3)
197232	Irrigation Repairs	06/30/2021	358.50	358.50
197401	LAWN MAINTENANCE: June 2021	06/30/2021	1,114.00	1,114.00
197402	TANK SITE LANDSCAPING: June 2021	06/30/2021	1,342.00	1,342.00
Vendor: 2283	BMO HARRIS CREDIT CARD			Payable Count: (1)
INV0005355	Combined Statements: Spatz & Johnson	06/30/2021	6,121.87	6,121.87
Vendor: 1135	CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION			Payable Count: (1)
INV0005373	WATER BILLING: June 2021	06/30/2021	11,262,867.04	11,262,867.04
Vendor: 1140	CITY OF ELMHURST			Payable Count: (1)
35216	Annual Special Service Fee	07/01/2021	64,502.00	64,502.00
Vendor: 2320	Crown Equipment Corporation			Payable Count: (1)
133500973	Quarterly Maintenance Inspection of Forklift	06/29/2021	75.00	75.00
Vendor: 1798	DAVID C. RUSSO			Payable Count: (1)
INV0005346	SERVICE AS COMMISSIONER: January - June 2021	07/01/2021	300.00	300.00
Vendor: 2076	DAVID NOVOTNY			Payable Count: (1)
INV0005344	SERVICE AS COMMISSIONER: January - June 2021	07/01/2021	300.00	300.00
Vendor: 2244	Diane Bouckaert			Payable Count: (1)
INV0005345	SERVICE AS COMMISSIONER: January - June 2021	07/01/2021	300.00	300.00
Vendor: 1233	Elmhurst Occupational Health			Payable Count: (1)
00136690-00	Medical Exam: Castaneda	06/15/2021	205.00	205.00
Vendor: 1159	ENVISION HEALTHCARE, INC.			Payable Count: (1)
208153	ADMIN FEES: July 2021	07/06/2021	6.00	6.00

Board Open Payable Report

As Of 07/08/2021

Payable Number	Description	Post Date	Payable Amount		Net Amount
Vendor: 2338 300007064	GMIS International Professional Dues - Cuvalo	06/29/2021	600.00	Payable Count: (1)	600.00 600.00
Vendor: 1055 9941329378 9942760142 9943245127 9944647149 9945078013 9948636221 9952264506 9952462431 9952462449	GRAINGER Maintenance Supplies Maintenance Supplies Maintenance Supplies Maintenance Supplies Maintenance Supplies Pipeline Supplies Meter Station Supplies Meter Station Supplies Pipeline Supplies	06/29/2021 06/29/2021 06/29/2021 06/29/2021 06/30/2021 06/30/2021 07/08/2021 07/08/2021 07/08/2021	3,690.06 113.26 3,037.21 32.98 148.71 390.81 730.00 38.24 117.44	Payable Count: (9)	8,298.71 3,690.06 113.26 3,037.21 32.98 148.71 390.81 730.00 38.24 117.44
Vendor: 1399 INV-0000677854	GREELEY AND HANSEN Evaluation and Design of External Bypass Switch	06/22/2021	2,900.00	Payable Count: (1)	2,900.00 2,900.00
Vendor: 2100 2021070165244	HealthiestYou Healthiest You: July 2021	07/06/2021	312.12	Payable Count: (1)	312.12 312.12
Vendor: 1057 203738	HSQ TECHNOLOGY SCADA System Upgrade - Telephone Support	07/06/2021	7,692.50	Payable Count: (1)	7,692.50 7,692.50
Vendor: 1834 INV0005372	IFMA Member #693859 Dues	07/06/2021	479.00	Payable Count: (1)	479.00 479.00
Vendor: 1063 200061692 200064564	ILLINOIS SECTION AWWA Virtual Seminar: Stark Water Distribution Class and Book Fees	06/30/2021 06/30/2021	56.00 1,608.00	Payable Count: (2)	1,664.00 56.00 1,608.00
Vendor: 1144 000002432	INTERNATIONAL SOCIETY OF AUTOMATION Membership Dues: Cuvalo	06/22/2021	130.00	Payable Count: (1)	130.00 130.00
Vendor: 2148 114463 114923	Jim Dhamer Plumbing Plumbing Services Repairs to Toilet	06/15/2021 06/30/2021	179.00 362.00	Payable Count: (2)	541.00 179.00 362.00
Vendor: 1949 158	JOHN J. MILLNER AND ASSOCIATES, INC. Consulting Service Quarter 3 2021	07/06/2021	7,500.00	Payable Count: (1)	7,500.00 7,500.00
Vendor: 1923 INV0005343	JOHN NERI CONSTRUCTION COMPANY, INC. Insurance and Bonds for QR-12/21	06/30/2021	5,000.00	Payable Count: (1)	5,000.00 5,000.00
Vendor: 2172 INV0005347	Joseph Broda SERVICE AS COMMISSIONER: January - June 2021	07/01/2021	300.00	Payable Count: (1)	300.00 300.00
Vendor: 2077 INV0005348	JOSEPH FENNELL SERVICE AS COMMISSIONER: January - June 2021	07/01/2021	300.00	Payable Count: (1)	300.00 300.00
Vendor: 1196 360010	KARA COMPANY, INC. Marking Paint	06/30/2021	553.00	Payable Count: (1)	553.00 553.00
Vendor: 2276 INV0005349	Kathleen Rush SERVICE AS COMMISSIONER: January - June 2021	07/01/2021	300.00	Payable Count: (1)	300.00 300.00
Vendor: 1025 9007854426	KONICA MINOLTA BUSINESS SOLUTIONS COPIER USAGE: 5/25/21-6/24/21	06/30/2021	237.34	Payable Count: (1)	237.34 237.34
Vendor: 2292 2624	MULTISYSTEM MANAGEMENT COMPANY INC. Janitorial Services: June 2021	06/30/2021	2,063.00	Payable Count: (1)	2,063.00 2,063.00
Vendor: 1021 INV0005353	NAPERVILLE, CITY OF METER STATION ELEC: 63519-62606	06/30/2021	46.52	Payable Count: (1)	46.52 46.52
Vendor: 1111 INV0005354	NICOR GAS DPPS GAS SVC: 5/26/21-6/25/21	06/30/2021	499.59	Payable Count: (1)	499.59 499.59

Board Open Payable Report

As Of 07/08/2021

Payable Number	Description	Post Date	Payable Amount		Net Amount
Vendor: 2026 201958633	ONYX Supplies	07/06/2021	284.75	Payable Count: (1)	284.75 284.75
Vendor: 1321 98879	PERSPECTIVES, LTD. EMPLOYEE ASSISTANCE SVC: QUARTER 3	07/01/2021	273.00	Payable Count: (1)	273.00 273.00
Vendor: 1059 45-1-92510 45-1-95060	RED WING SHOE STORE Safety Shoes: Weed Safety Shoes: Evans	06/30/2021 06/30/2021	178.49 161.49	Payable Count: (2)	339.98 178.49 161.49
Vendor: 1118 56410 227974	REGIONAL TRUCK EQUIPMENT CO. Install Hitch/Electrical Connections on 2021 F350 Hitch Mounted Step for Truck #48	06/24/2021 06/30/2021	560.00 202.17	Payable Count: (2)	762.17 560.00 202.17
Vendor: 2075 INV0005350	ROBERT GANS SERVICE AS COMMISSIONER: January - June 2021	07/01/2021	300.00	Payable Count: (1)	300.00 300.00
Vendor: 1813 FOCS175634	ROESCH FORD Oil Change: M228277	06/30/2021	50.63	Payable Count: (1)	50.63 50.63
Vendor: 1043 344187 344192	SOOPER LUBE VEHICLE MAINTENANCE: M217648 VEHICLE MAINTENANCE: M149226	06/30/2021 06/30/2021	61.57 51.95	Payable Count: (2)	113.52 61.57 51.95
Vendor: 2339 W06826	STANDARD EQUIPMENT COMPANY Inspection and Service on Vactor Unit	06/29/2021	784.10	Payable Count: (1)	784.10 784.10
Vendor: 1956 S163648	STENSTROM PETROLEUM SALES AND SERVICE Repairs to Diesel Fuel Tank	06/22/2021	1,899.51	Payable Count: (1)	1,899.51 1,899.51
Vendor: 2269 114602568-0001	SUNBELT RENTALS, INC. Tire Repair	06/30/2021	42.00	Payable Count: (1)	42.00 42.00
Vendor: 1726 21-2252 21-2253	SUPERIOR INDUSTRIAL EQUIPMENT CO Split Seal and Field Service Mechanical Seal Service on High Lift Pumps	06/30/2021 06/30/2021	4,132.50 8,697.50	Payable Count: (2)	12,830.00 4,132.50 8,697.50
Vendor: 1126 1785169	TRANSCAT INC. Annual Cal and Data	07/08/2021	279.50	Payable Count: (1)	279.50 279.50
Vendor: 2337 308000018896	VERIZON CONNECT FLEET USA LLC Verizon Connect Reveal Fleet: June 2021	06/30/2021	246.35	Payable Count: (1)	246.35 246.35
Vendor: 1300 101197580	VOSS EQUIPMENT, INC. Annual Inspection of Forklift	06/15/2021	200.18	Payable Count: (1)	200.18 200.18
Vendor: 2096 INV0005351	William A. Fates Service as Treasurer: July 2021	07/01/2021	1,666.67	Payable Count: (1)	1,666.67 1,666.67
Payable Account 01-211000				Payable Count: (74)	Total: 11,419,095.88

Payable Account Summary

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	74	11,419,095.88
Report Total:	74	11,419,095.88

Payable Fund Summary

Fund	Count	Amount
01 - WATER FUND	74	11,419,095.88
Report Total:	74	11,419,095.88

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 8-19-21
Board Meeting Date: July 15, 2021

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			
12,000.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
400.00	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			
600.00	Cintas- Supplies			
200.00	Elecsys - Cell Data Services			
2,000.00	AL Warren - Fuel			
1,500.00	Konica Minolta - Copy and Lease Charges			
2,100.00	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			
7,000.00	IT Savvy - Network Support			
200.00	Alexander Kefaloukos - Security			
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			

**DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 8-19-21
Board Meeting Date: July 15, 2021**

80,000.00 Al Warren Oil - Diesel Fuel for Generators for FY 22

1,200.00 Altorfer - Generator Service

2,100.00 Atomic Mechanical - Troubleshoot exhaust fan at TS1

100.00 AWWA - Water Operator Exam Prep

4,000.00 Beary - Landscaping

2,000.00 Beary - Tanksite Landscaping

1,000.00 Beary - Irrigation Repairs

5,500.00 Beary - Emergency Tree Removal at TS3 and TS4

2,000.00 Bedrock - Landscaping

6,000.00 Benchmark - Insurance and Bonds for QR - 12/21

2,700.00 Certified Fleet Services - Trailer Inspection/Repair

255.00 City of Elmhurst - Wireless Radio

500.00 Comsearch - Annual Service for Frequency Protection

200.00 Contractors Solutions - Uniforms

2,500.00 Core & Main - Omni Chamber Seal Gaskets

2,700.00 Core & Main - Plug Valve with Chain Wheel Operator

14,000.00 Core & Main - OCV Valves for Replacement

900.00 Core & Main - Blind Flange BOV Project

5,000.00 Door Systems - Repairs to Gate #5

200.00 Door Systems - Heater for Gate #5

900.00 Elecsys - Modems for CP Rectifier Sites

2,000.00 Farwest - CP Supplies

700.00 FE Moran - Hydrant Flow Testing

15,000.00 Grainger - Pumps for Suction Gallery & Pump Room

300.00 Gray - Heat Shrink Tubes for CP

2,500.00 HSQ - RTU Boards

1,300.00 Jessica Bonnema - CP2 Class Hotel in Pittsburg

1,300.00 Jessica Bonnema - Corrosion Protection Conference Lodging

20,000.00 Julie - Quarterly Service

600.00 Kara - Marking Paint

900.00 LogMeIn - Remote Access Renewal

300.00 MCMA - Pipeline Supplies

14,000.00 Meccon - PRV Replacement

20,000.00 Meccon - Labor to Install Compressed Air System

3,500.00 Mettler Toledo - Annual Calibration Contract Renewal

8,000.00 Midwest Fence - Repair Fence at TS4 from fallen tree

1,500.00 Mike Weed - IFMA Conference Reg/Travel Expense

1,100.00 Mike Weed - IFRM Conference Reg/Travel Expense

10,000.00 Murphy Paving - Crack Fill and Caulking

400.00 Neuco - Blower Wheel for Exhaust Fan

4,500.00 OCV Control Valve - Rebuild Kits

700.00 Office Depot - Supplies

400.00 Office Depot - LCD Projector

20,000.00 Pinnacle Stone Restoration - Refinishing of Terrazzo

4,600.00 Powell Electrical - Replacement Switches

400.00 Powell Electrical - Shipping Charges for Switches

1,000.00 Program One - Window Cleaning

300.00 Red Wing - Safety Shoes Brush

400.00 Roesch - Tow, Battery, Recall airbag

60,000.00 Rossi - Emergency Watermain Repairs

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 8-19-21
Board Meeting Date: July 15, 2021

6,000.00	Rossi - Insurance and Bonds for QR 11/17
6,000.00	Rossi - Insurance and Bonds for QR 12/21
1,400.00	Schneider Electric - BAS System Support
900.00	Schneider Electric - Repairs to BAS Controller
400.00	Specialty Mat - Mat Service
500.00	Staples - Office Supplies
20,000.00	Superior Industrial - Mechanical Seal Service for FY 22
400.00	Transcat - Amprobe Testing
200.00	Transcat - Amprobe Testing
3,000.00	Valvtect - Chemical Additives for Diesel Fuel Delivery
45,000.00	AECOM - Bypass Project
20,000.00	Construction & Geotechnical - Bypass Project
40,000.00	AECOM - Pump 10 Feasibility Analysis
20,000.00	EN Engineering - Cathodic Protection
50,000.00	John Neri - Cathodic Protection
5,000.00	Cathodic Protection Management - Naper/Ogden Rectifier
12,000.00	AECOM - Lombard Study
100.00	AWWA - Operator License Training Book
150,000.00	Greeley & Hansen - EGEN Facility Design

1,435,830.00



DuPage Water Commission

MEMORANDUM

TO: John Spatz, General Manager

FROM: Cheryl Peterson, Financial Administrator

DATE: August 10, 2021

SUBJECT: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the August 19, 2021 Commission meeting:

July 9, 2021 to August 10, 2021 A/P Report	\$11,487,381.62
Accrued and estimated payments required before September 2021 Commission meeting	<u>1,347,445.00</u>
Total	<u>\$12,834,826.62</u>

cc: Chairman and Commissioners



Board Open Payable Report

As Of 08/10/2021

Summarized by Payable Account

Payable Number	Description	Post Date	Payable Amount	Payable Count	Net Amount
Payable Account: 01-211000 - ACCOUNTS PAYABLE					
Vendor: 2216 14129	Art's RV Locking Door Handles for Truck 46	08/10/2021	140.11	Payable Count: (1)	140.11 140.11
Vendor: 2173 SRV21-03171	Atomatic Mechanical Services, Inc. Ventilation Repairs in Restroom	07/20/2021	1,517.96	Payable Count: (1)	1,517.96 1,517.96
Vendor: 1553 4939	AUTOMATIC CONTROL SERVICES Analog Card Replacement	07/31/2021	512.20	Payable Count: (1)	512.20 512.20
Vendor: 2283 INV0005430	BMO HARRIS CREDIT CARD Combined July 2021: Spatz & Johnson	07/31/2021	961.56	Payable Count: (1)	961.56 961.56
Vendor: 2264 FB12978	CAROLLO SCADA Replacement Project Task Order No 16	07/31/2021	132,478.80	Payable Count: (1)	132,478.80 132,478.80
Vendor: 1135 INV0005418	CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION WATER BILLING: July 2021	07/31/2021	11,320,312.98	Payable Count: (1)	11,320,312.98 11,320,312.98
Vendor: 1821 213941	COLLEY ELEVATOR COMPANY Annual Inspection Fee	07/31/2021	240.00	Payable Count: (1)	240.00 240.00
Vendor: 1388 INV0005431	CONSTRUCTION SAFETY COUNCIL Required Prepayment for Employee Safety Training	08/10/2021	630.00	Payable Count: (1)	630.00 630.00
Vendor: 1197 P273363 P277081	Core & Main LP Meter Station Supplies Pipeline Supplies	07/31/2021 07/31/2021	381.00 885.50	Payable Count: (2)	1,266.50 381.00 885.50
Vendor: 1983 AP210626	DUPAGE COUNTY DIVISION OF TRANSPORTATION Highway Permit Tracking # AP210626	07/31/2021	100.00	Payable Count: (1)	100.00 100.00
Vendor: 1233 00138266-00 INV0005394	Elmhurst Occupational Health Medical Exams: Datoli, Constantopoulos Workers Comp - Chabria	07/20/2021 07/20/2021	323.00 582.00	Payable Count: (2)	905.00 323.00 582.00
Vendor: 1399 INV-0000696559	GREELEY AND HANSEN Evaluation and Design of External Bypass Switch	07/22/2021	3,702.05	Payable Count: (1)	3,702.05 3,702.05
Vendor: 1068 12545066 12549989 12555604	HACH COMPANY Calibration Standards for Instruments Calibration Standards for Instruments Calibration Standards for Instruments	07/22/2021 07/31/2021 07/31/2021	134.66 198.00 266.00	Payable Count: (3)	598.66 134.66 198.00 266.00
Vendor: 1368 INV0005396	HECTOR VILLEGAS Local 399 Pool & Spa Operator Certification - Reim	07/20/2021	95.00	Payable Count: (1)	95.00 95.00
Vendor: 1496 20920301-USOAB	INFOR (US), INC. EAM EE & Advanced Reporting Consumer License	07/31/2021	5,554.86	Payable Count: (1)	5,554.86 5,554.86
Vendor: 1391 9106136637	J. J. KELLER & ASSOCIATES, INC. HR Materials	07/31/2021	600.00	Payable Count: (1)	600.00 600.00
Vendor: 2148 115318 115632	Jim Dhamer Plumbing Plumbing Repairs to Men's Washroom Plumbing Repairs	07/20/2021 07/31/2021	986.00 417.25	Payable Count: (2)	1,403.25 986.00 417.25
Vendor: 1054 61695062	MCMMASTER-CARR SUPPLY COMPANY Flexible Pipes for Compressor	07/22/2021	158.42	Payable Count: (1)	158.42 158.42

Board Open Payable Report

As Of 08/10/2021

Payable Number	Description	Post Date	Payable Amount	Payable Count:	Net Amount
Vendor: 2189 <u>INV0005408</u>	NCPERS Group Life Ins. NCPERS - IMRF 6641	08/06/2021	59.04	(1)	59.04
Vendor: 2240 <u>381819</u>	O'Leary's Contractors Equipment & Supply, Inc. Arrow Board Maintenance	07/20/2021	943.27	(1)	943.27
Vendor: 1777 <u>850041</u> <u>851450</u>	SCHNEIDER ELECTRIC BUILDINGS AMERICA, INC Security Camera Troubleshoot BAS Computer Diagnosis & Repair	07/20/2021 07/31/2021	3,055.00 360.00	(2)	3,415.00 3,055.00 360.00
Vendor: 2163 <u>8616226</u>	Sterling Talent Solutions Background Check	07/31/2021	142.86	(1)	142.86
Vendor: 1223 <u>190885</u>	SUBURBAN LABORATORIES, INC. Coliform Repair Sample	07/20/2021	50.00	(1)	50.00
Vendor: 1123 <u>21-1922</u>	THOMPSON ELEVATOR INSPECTION SERVICE, INC. Semi Annual Elevator Inspection	07/20/2021	55.00	(1)	55.00
Vendor: 2029 <u>0000293731</u> <u>0000293733</u>	TREE TOWNS IMAGING & COLOR GRAPHICS Document Scanning Document Scanning	07/13/2021 07/13/2021	21.10 25.32	(2)	46.42 21.10 25.32
Vendor: 1080 <u>025-341764</u>	TYLER TECHNOLOGIES, INC Maintenance: 9/1/21-8/31/22	07/22/2021	9,826.01	(1)	9,826.01
Vendor: 2096 <u>INV0005429</u>	William A. Fates Service as Treasurer: August 2021	08/05/2021	1,666.67	(1)	1,666.67
Payable Account 01-211000				Payable Count: (34)	Total: 11,487,381.62

Payable Account Summary

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	34	11,487,381.62
Report Total:	34	11,487,381.62

Payable Fund Summary

Fund	Count	Amount
01 - WATER FUND	34	11,487,381.62
Report Total:	34	11,487,381.62

**DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 9-16-21
Board Meeting Date: August 19, 2021**

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			
12,000.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
400.00	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			
400.00	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			
600.00	Cintas- Supplies			
200.00	Elecsys - Cell Data Services			
2,200.00	AL Warren - Fuel			
1,500.00	Konica Minolta - Copy and Lease Charges			
2,100.00	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			
7,000.00	IT Savvy - Network Support			
200.00	Alexander Kefaloukos - Security			
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			
200.00	Sterling - Background Checks			
1,500.00	Storino Ramello & Durkin			
500.00	Local 399 Training courses			

**DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 9-16-21
Board Meeting Date: August 19, 2021**

16,000.00 Altorfer - PM Service for 5 Generators
400.00 Anchor Scientific - Floats for Footing Pit
29,000.00 AT&T - New Fiber Line
6,500.00 Atomatic Mechanical - Fabricate/Install screens over fans
1,200.00 Automatic Control - Backup Telemetry Programming
15,000.00 Badger - Pothole for Pipe Material on TOB
4,000.00 Beary - Landscaping
2,000.00 Beary - Tanksite Landscaping
800.00 Beary - Irrigation Repairs
2,000.00 Bedrock - Landscaping
10,000.00 Benchmark - Meter Shop work
700.00 Chicago Communication Service - Program StarCom Radios
400.00 Cintas - Uniforms
700.00 Construction Safety Council - Safety Training
200.00 Core & Main - Meter Station Supplies (Bolts)
700.00 Core & Main - Meter Station Supplies (Chamber Covers)
500.00 Core & Main - EZ Stik for BOV Project
1,700.00 Core & Main - Butterfly Valves
75,000.00 Currie - Ford F350 4x4 SD Crew Cab w/Service Body
4,000.00 DLT Solutions - AutoCAD Renewal & Licenses
200.00 Elmhurst Plaza Standard - M220083 Brake Line Repair
7,000.00 Facilities Solutions Group - Antenna Work
8,000.00 FE Moran - Hydrant Service
15,000.00 FE Moran - Surge Relief Maintenance
2,100.00 Five Star Safety - Retractable Winch Repairs
9,000.00 GE Supply - Replacement Breaker Cart
2,100.00 Hach - Monthly Chemicals
300.00 Hach - Calibration Standards
100.00 Illinois Tollway Authority - Tols
300.00 ISAWWA - Lucas Brush Classes
500.00 Itsavvy - Display Monitor for SCADA
3,000.00 Joliet Junior College - Electrical Safety Classes
900.00 LogMeIn - Annual Renewal of Remote Access
1,200.00 Meccon - Test PRV in Meter Shop
9,000.00 Meccon - Replace Sewer Vent Pipe and Fittings
10,000.00 Meccon - Install Sump Pumps in Suction Gallery
2,100.00 Meccon - Install Hose Bibs in Vehicle Storage Building
3,500.00 Meccon - Install Pipe Hanger and 3-Way Valve in Meter Station
7,000.00 Millennium UPS - Annual Service Agreement
100.00 MK Battery - Replacement Battery for Portable Generator
700.00 Municipal Emergency Services - Annual Calibration/Repairs
5,400.00 McWilliams - QRE-9.003
5,400.00 NACE - Cathodic Protection Class
1,900.00 Oak Security Group - Medeco XT Key/Charger Bundles
100.00 Office Depot - Supplies
900.00 Primus - Parts for ROV15D and Plaza 73
900.00 Program One - Window Cleaning
300.00 Red Wing - Safety Shoes Creaven
400.00 Saf-T-Gard - Annual Testing of Dielectric Boots
1,000.00 Schneider - Upgrade Gate 5 Controls

**DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 9-16-21
Board Meeting Date: August 19, 2021**

4,100.00	Schneider - Replacement BAS Controller
400.00	Specialty Mat - Mat Service
400.00	Staples - Supplies
40,000.00	Strand Assoc. - SCADA Review
6,100.00	Thomas Pump Company - Sump Pumps
100.00	Tree Towns - Record Drawings
4,000.00	AECOM - Bypass Project
40,000.00	AECOM - Pump #10 Feasibility Analysis
12,000.00	AECOM - Lombard Study
25,000.00	EN Engineering - Cathodic Protection
65,000.00	John Neri Construction - Cathodic Protection
5,000.00	Cathodic Protection Management - Rectifier Investigation
20,000.00	Badger Daylighting Services - Determining Pipe Material
100.00	DuPage County - Permits
120.00	Naperville - Permits
50,000.00	Greeley and Hansen - Emergency Generator
80,000.00	Rossi - Lid and Frame Repair

1,347,445.00



DuPage Water Commission

MEMORANDUM

TO: Chairman Zay and Commissioners

FROM: John F. Spatz
General Manager

DATE: August 12, 2021

SUBJECT: May and June 2021 Invoices

I reviewed the Luetkehans, Brady, Garner & Armstrong invoice for services rendered during the period May 1, 2021 – June 30, 2021 and recommend it for approval. The invoices should be placed on the August 19, 2021 Commission meeting accounts payable.

May 2021

Luetkehans Brady Garner & Armstrong

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
General	\$2,160.00	10.8	\$200.00	Luetkehans (4.10 @ \$200/hr.) Armstrong (6.70 @ \$200/hr.) Garner (0.00 at \$200/hr.) Nosalski (0.00 @ \$200/hr.)	various (meetings, review agreements, correspondence, contracts, and attend Board meeting remotely)
Misc:	\$0.00				
Total:	\$2,160.00	10.8	\$200.00		

June 2021

Luetkehans Brady Garner & Armstrong

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
General	\$1,740.00	8.7	\$200.00	Luetkehans (6.10 @ \$200/hr.) Armstrong (2.60 @ \$200/hr.) Garner (0.00 at \$200/hr.) Nosalski (0.00 @ \$200/hr.)	various (meetings, review agreements, correspondence, contracts, and attend Board meeting)
Misc:	\$0.00				
Total:	\$1,740.00	8.7	\$200.00		