



# DuPage Water Commission

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

## AGENDA

### DUPAGE WATER COMMISSION

THURSDAY, OCTOBER 19, 2017  
6:30 P.M.

600 EAST BUTTERFIELD ROAD  
ELMHURST, IL 60126

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

**RECOMMENDED MOTION: To approve the Minutes of the September 21, 2017 Regular Meeting of the DuPage Water Commission (Voice Vote).**

- V. Treasurer's Report – September 2017  
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

**RECOMMENDED MOTION: To accept the September 2017 Treasurer's Report (Voice Vote).**

- VI. Committee Reports
  - A. Finance Committee
    1. Report of 10/19/17 Finance Committee
    2. Request for Board Action - To suspend the purchasing procedures of the Commission's By-Laws and to Purchase Property and Liability Insurance (**total premium of approximately \$433,000.00 as proposed by Marsh USA and outlined by Nugent Consulting Group**)

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

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

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

3. Request For Board Action - To suspend the purchasing procedures of the Commission's By-Laws and to purchase Workers' Compensation and Employer's Liability Insurance (**total premium not-to-exceed \$97,000 as proposed by Illinois Public Risk Fund and outlined by Nugent Consulting Group**)

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

(TO APPROVE: Concurrence of a Majority of the Appointed Commissioners-7)

4. Resolution No. R-35-17: A Resolution Amending the Reserve Fund Policy of the DuPage Water Commission

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

**RECOMMENDED MOTION: To adopt item numbers 2 through 4 under the Finance Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).**

5. Actions on Other Items Listed on 10/19/17 Finance Committee Agenda

B. Administration Committee

1. Report of 10/19/17 Administration Committee
2. Resolution No. R-36-17: A Resolution Authorizing the DuPage Water Commission's Participation in the National Conference of Public Employee Retirement Systems Group Voluntary Life Insurance Plan for Illinois Municipal Retirement Fund Members Active Employees

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

3. Request For Board Action: To Suspend the Purchasing Procedures of the Commission's By-Laws and Authorize the General Manager to enter into an Agreement to continue to use Reach HR Consulting for a two year period. (**\$100/per hour, as needed**)

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

(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 10/19/17 Administration Committee Agenda

## C. Engineering &amp; Construction Committee

1. Report of 10/19/17 Engineering & Construction Committee
2. Resolution No. R-33-17: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 at the October 19, 2017, DuPage Water Commission Meeting (**John Neri Construction Co., Inc., at an estimated cost of \$138,500.00**)

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

3. Resolution No. R-34-17: A Resolution Directing Advertisement for Bids on a Contract for Quick Response Electrical Work Contract QRE-8/17 at the October 19, 2017, DuPage Water Commission (**No Cost**)

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

4. Resolution No, R-37-17: A Resolution Directing Advertisement for Bids on a Contract for Hot Water Heater Replacement (**No Cost**)

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

5. Request for Board Action: To Authorize the General Manager to execute an extension of the current Electrical Supply Agreement with **Constellation Energy Services.**

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

6. Request for Board Action: To Authorize the General Manager to accept a Proposal from Corrpro for Professional Services for the Bartlett Supply Line (**Corrpro not-to-exceed \$22,000.00**)

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

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

7. Actions on Other Items Listed on 10/19/17 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 \$10,856,700.50 subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).**

**RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$2,634,660.00 subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).**

VIII. Chairman's Report

IX. Omnibus Vote Requiring Majority Vote

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

XI. Old Business

XII. New Business

XIII. Executive Session

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

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

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

XIV. Adjournment

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

**MINUTES OF A MEETING OF THE  
DuPAGE WATER COMMISSION  
HELD ON THURSDAY, SEPTEMBER 21, 2017  
600 E. BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

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

Commissioners in attendance: J. Broda, J. Fennell, R. Gans, J. Healy, D. Loftus, D. Novotny, R. Obarski, J. Pruyn, M. Scheck, P. Suess, and J. Zay

Commissioners Absent: D. Russo and F. Saverino

Also in attendance: Treasurer W. Fates, J. Spatz, C. Peterson, M. Weed, J. Schori, R.C. Bostick, E. Kazmierczak, J. Rodriguez, and P. Luetkehans representing Gorski & Good

**PUBLIC COMMENT**

None

**APPROVAL OF MINUTES**

Commissioner Healy moved to approve the Minutes of the August 17, 2017 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Broda and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

**TREASURER'S REPORT**

Treasurer Fates presented the August 2017 Treasurer's Report consisting of 12 pages each, noting that pages 1, 2 and 3 contained a brief summary of each report.

Treasurer Fates pointed out the \$167.4 million of cash and investments on page 4, which reflected an increase of about \$1.6 million from the previous month. Treasurer Fates also pointed out the schedule of investments on pages 5 through 10 totaling \$146.8 million and the market yield on the total portfolio showed 1.39% which reflected an increase from the prior month. He noted that in August of 2016 the market yield was 1.04% which is an increase of almost 33% over the last 12 months.

Treasurer Fates stated that on page 11, the statement of cash flows showed an increase in cash and investments by about \$5.5 million and operating activities increased cash by approximately \$6.3 million, and roughly \$249,000 of sales tax was received. On page 12, the monthly cash/operating report showed that the Commission had met or exceeded all of its reserve requirements.

Commissioner Pruyn moved to accept the August 2017 Treasurer's Report. Seconded by Commissioner Broda and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

**COMMITTEE REPORTS**

**Finance Committee – Reported by Commissioner Suess**

Commissioner Suess reported that the Finance Committee reviewed and recommended for approval the action item listed on the Finance Committee Agenda.

With regards to the Reserve Policy discussion in the Finance Committee Meeting, Commissioner Suess stated that there will be revisions to the Reserve Policy that will be presented to the Board next month.

With regards to the following Request for Board Action, Commissioner Suess noted that the proposal shows a reduction in prices compared to the current audit services.

With no further discussion, Commissioner Suess moved to accept the Authorization for the General Manager to engage in a two (2) year agreement with Sikich LLC for audit services at the DuPage Water Commission for a not-to-exceed amount of \$30,000.00 per year. Seconded by Commissioner Healy and unanimously approved by a Roll Call Vote.

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

Nays: None

Absent: D. Russo and F. Saverino

**Administration Committee – Reported by Commissioner Healy**

Commissioner Healy reported that the Administration Committee reviewed and recommended for approval all action items listed on the Administration Committee Agenda. After providing a brief summary, Commissioner Healy moved 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. Seconded by Commissioner Obarski and unanimously approved by a Roll Call Vote.

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

Nays: None

Absent: D. Russo and F. Saverino

Item 2: Resolution No. R-29-17: A Resolution Amending the Personnel Manual (Service Day Credit)

Item 3: Resolution No. R-32-17: A Resolution Approving Employee Insurance Benefits for Plan Year Beginning December 1, 2017 and ending November 30, 2018

Minutes of the 9/21/17 Commission Meeting

**Engineering & Construction Committee – Reported by Commissioner Loftus**

Commissioner Loftus reported that the Engineering & Construction Committee reviewed and recommended for approval all action items listed on the Engineering & Construction Committee Agenda. After providing a brief summary of all items, Commissioner Loftus 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 Scheck.

With regards to Item Numbers 7 and 8, General Manager Spatz stated that these items are being purchased from sole source manufacturers and therefore the motion would need to be amended to reflect that the purchasing procedures are being suspended. After Commissioner Loftus amended his motion, with the consent of the second, to include suspending the purchase procedures regarding item numbers 7 and 8, the motion was unanimously approved, as amended, by a Roll Call Vote.

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

Nays: None

Absent: D. Russo and F. Saverino

Item 2: Resolution No. R-27-17: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-7/15 at the September 21, 2017, DuPage Water Commission Meeting (McWilliams Electric Co., Inc., in an estimated amount of \$79,600.00, plus any conduit required to be installed at \$13.00 per linear foot)

Item 3: Resolution No. R-28-17: A Resolution Suspending the Purchasing Procedures and Approving and Authorizing the Execution of an Addendum to the AT&T Managed Internet Service Pricing Schedule at the September 21, 2017, DuPage Water Commission Meeting (AT&T in the estimated annual cost of \$25,000.00)

Item 4: Resolution No. R-30-17: A Resolution Directing Advertisement for Bids on a Contract for 36-Month Maintenance, Parts and Repair Services for Large Water Pumps (No Cost)

Item 5: Resolution No. R-31-17: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 at the September 21, 2017 DuPage Water Commission Meeting (John Neri Construction Co. Inc. in an estimated amount of \$26,000.00)

Item 6: Request for Board Action: Directing Advertisement for Bids to Remove/Replace the Commission's Flow Meters at the September 21, 2017, DuPage Water Commission Meeting (No Cost)

## Minutes of the 9/21/17 Commission Meeting

- Item 7: Request for Board Action: Authorization to Purchase Replacement Flow Meters and Parts for Installation from Sole Source Meter Manufacturer Representatives, Core & Main LP not-to-exceed \$1,340,000.00, as amended
- Item 8: Request for Board Action: Authorization to Purchase an Automatic Meter Reading System from Sole Source Manufacturers Representative, Midwest Meter, Inc., not-to-exceed \$49,000.00, as amended.

### **ACCOUNTS PAYABLE**

Commissioner Gans moved to approve the Accounts Payable in the amount of \$10,615,644.24 subject to submission of all contractually required documentation, for invoices that have been received; and to approve the Accounts Payable in the amount of \$713,275.00 subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated. Seconded by Commissioner Healy and unanimously approved by a Roll Call Vote.

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

Nays: None

Absent: D. Russo and F. Saverino

### **CHAIRMAN'S REPORT**

Chairman Zay reported that General Manager Spatz and he were interviewed on WBBM radio as well as Naperville NCTV last month following the hurricanes to discuss if there was a local catastrophe, how the Commission would still provide water to customers. They detailed how the emergency generators were put in place for disasters where loss of water service would be an issue.

Next, Chairman Zay reported that there was an article in the Daily Herald about the City of St. Charles' hard water and that they were doing a water study to soften the water in the City. General Manager Spatz reached out to the City via a letter offering our water services on any feasibility study they would like to conduct. Chairman Zay noted there is a portion of St. Charles in DuPage County.

Chairman Zay concluded his report by noting that the Illinois Municipal League's Annual Conference was occurring currently in Chicago and that next year, he would like the Commission to attend as an exhibitor so surrounding suburbs can be aware that the Commission is a water utility that has the potential to take on additional customers. Commissioner Broda agreed and stated that it would be a good opportunity to speak with councilmen, trustees, and alderman as well.

### **OMNIBUS VOTE REQUIRING MAJORITY VOTE**

None



**OMNIBUS VOTE REQUIRING SUPER-MAJORITY OR SPECIAL MAJORITY VOTE**

None

**OLD BUSINESS**

General Manager Spatz noted that an operating engineer, who has been an employee for the past nine years, has moved on to a different career and that Staff is looking into hiring a permanent replacement or trainee. He added that the Commission signed a side letter with Local 399 to add operating engineer trainees since only field technician trainees were originally included in the contract.

**NEW BUSINESS**

None

**EXECUTIVE SESSION**

None

Commissioner Healy moved to adjourn the meeting at 6:47 P.M. Seconded by Commissioner Fennell and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

## DUPAGE WATER COMMISSION INTEROFFICE MEMORANDUM

**TO:** Chairman and Commissioners  
**FROM:** Bill Fates, Treasurer  
**DATE:** October 11, 2017  
**SUBJECT:** TREASURER'S REPORT – September 30, 2017

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

### **Summary of Cash & Investments (Page 4)**

1. Cash and investments totaled \$166.8 million at September 30<sup>th</sup>, a decrease of \$0.7 million compared to the previous month.
2. The balance in the BMO Harris checking account was \$19.8 million at September 30<sup>th</sup>, a decrease of approximately \$0.7 million compared to the \$20.5 million reported last month.
3. The BMO Harris money market accounts had \$12.1 million at month-end, relatively unchanged from the prior month balance.
4. During the month of September, the IIT money market accounts increased by approximately \$0.4 million from the prior month.
5. In September, our holdings of U.S. Agency investments increased by \$1.9 million, and U.S. Treasury investments decreased by approximately \$1.9 million.
6. The current holdings of cash and investments are in compliance with the approved investment policy.
7. For the five months ended September 30, 2017, the Commission's cash and investments increased a total of \$4.8 million.
  - The Operating & Maintenance Account decreased by \$0.8 million, for an ending balance of \$31.9 million.
  - The General Account decreased by \$16.2 million, for an ending balance of \$3.5 million. The Commission transferred \$21.3 million of investments from the General Account to the Capital Reserve account in June.
  - The Sales Tax Account remained unchanged at \$276.
  - The Capital Reserve Fund increased \$21.5 million for a balance of \$51.3 million.
  - The Operating Reserve Account increased \$312,646 for a balance of \$67.5 million.

- The Long-Term Capital Reserve Account increased by \$77,891 for a balance of \$12.5 million.

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

#### **Cash and Investments by Account**

Account	Balance 4/30/2017	Balance 9/30/2017	Increase (Decrease)
Operations & Maintenance	\$32,727,195	\$31,933,257	\$(793,938)
General Account	19,715,309	3,471,967	(16,243,342)
Sales Tax	275	276	1
Operating Reserve	67,223,928	67,536,574	312,646
Capital Reserve	29,853,221	51,321,046	21,467,825
Long-Term Cap. Reserve	12,415,641	12,493,532	77,891
<b>Total Cash &amp; Investments</b>	<b>\$161,935,569</b>	<b>\$166,756,652</b>	<b>\$4,821,083</b>

#### **Schedule of Investments (Pages 5-10)**

1. The average yield to maturity on the Commission's investments was 1.40%, an increase from the prior month average yield to maturity of 1.39%.
2. The portfolio is showing estimated unrealized losses of \$667,800 at September 30, 2017, compared to \$541,239 in unrealized losses at April 30, 2017.
3. The amortized cost of our investments was \$146.9 million at September 30<sup>th</sup>, up slightly from the previous month due to interest earned.

#### **Statement of Cash Flows (Page 11)**

1. The statement of cash flows shows a breakdown of the \$4.8 million increase in cash and investments for the fiscal year.
2. Operating activities increased cash by \$5.8 million.
3. Approximately \$259,000 of sales tax revenue was received.
4. Capital Assets purchased were about \$1.5 million year-to-date.
5. Cash flow from investment activity generated \$719,000 of income.

#### **Reserve Analysis (Page 12)**

1. The reserve analysis report shows the commission has met or exceeded all recommended reserve balances at September 30<sup>th</sup>.
2. The Operating and Maintenance Account was \$31.9 million which is a balance currently sufficient enough to cover an estimated 90 days of normal operation and maintenance costs.

3. The Operating Reserve account was \$67.5 million which is approximately 190 days, this amount meets the minimum balance per the reserve policy.

Respectfully submitted,

  
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Bill Fates, CPA  
Treasurer



DU PAGE WATER COMMISSION  
 TREASURER'S REPORT  
 SUMMARY OF CASH AND INVESTMENTS  
 September 30, 2017

FUNDS CONSIST OF:	September 30, 2017	August 31, 2017	INCR. - (DECR.)
PETTY CASH	1,200.00	1,200.00	0.00
CASH AT HARRIS BANK	19,840,413.23	20,568,725.82	(728,312.59)
<b>TOTAL CASH</b>	<b>19,841,613.23</b>	<b>20,569,925.82</b>	<b>(728,312.59)</b>
IIIT MONEY MARKET FUNDS	1,678,838.53	1,274,420.69	404,417.84
BMO HARRIS MONEY MARKET FUNDS	12,091,643.95	12,080,033.88	11,610.07
U. S. TREASURY INVESTMENTS	54,031,688.24	55,963,075.87	(1,931,387.63)
U. S. AGENCY INVESTMENTS	56,209,665.47	54,314,236.63	1,895,428.84
MUNICIPAL BONDS	6,225,299.89	6,225,673.22	(373.33)
COMMERCIAL PAPER	11,166,770.28	11,154,174.86	12,595.42
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	5,511,132.41	5,836,432.69	(325,300.28)
<b>TOTAL INVESTMENTS</b>	<b>146,915,038.77</b>	<b>146,848,047.84</b>	<b>66,990.93</b>
<b>TOTAL CASH AND INVESTMENTS</b>	<b>166,756,652.00</b>	<b>167,417,973.66</b>	<b>(661,321.66)</b>
	September 30, 2017	August 31, 2017	% CHANGE
IIIT MONEY MARKET FUNDS	1.1%	0.9%	31.7%
BMO HARRIS MONEY MARKET FUNDS	8.2%	8.2%	0.1%
U. S. TREASURY INVESTMENTS	36.8%	38.1%	-3.5%
U. S. AGENCY INVESTMENTS	38.3%	37.0%	3.5%
MUNICIPAL BONDS	4.2%	4.2%	0.0%
COMMERCIAL PAPER	7.6%	7.6%	0.1%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	3.8%	4.0%	-5.6%
<b>TOTAL INVESTMENTS</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.0%</b>

Note 1 - Investments are carried at amortized cost.

DU PAGE WATER COMMISSION  
 INVESTMENTS  
 (Unaudited)  
 September 30, 2017

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 09/30/17
<u>Water Fund Oper. &amp; Maint. Acct. (01-121103)</u>										
BMO Harris - Money Market	1.180%	09/30/17	10/01/17	1	1.180%	\$ 12,091,643.95	\$ 12,091,643.95	\$ -	\$ 12,091,643.95	-
<u>Water Fund General Account (01-121700)</u>										
IIIT - Money Market	1.130%	09/30/17	10/01/17	1	1.130%	978,757.95	978,757.95	-	978,757.95	-
Bank of Tokyo Mitsubishi UFJ CP	0.000%	08/02/17	11/02/17	33	1.280%	1,500,000.00	1,498,293.33	3,200.00	1,495,093.33	-
JP Morgan Securities LLC CP	0.000%	08/02/17	02/06/18	129	1.440%	1,000,000.00	994,915.55	2,383.33	992,532.22	-
	Weighted Avg Maturity		52		1.284%	\$ 3,478,757.95	\$ 3,471,966.83	\$ 5,583.33	\$ 3,466,383.50	\$ -
<u>Sales Tax Funds (01-123000)</u>										
IIIT - Money Market	1.130%	09/30/17	10/01/17	1	1.130%	276.43	276.43	-	276.43	-
	Weighted Avg Maturity		1		1.130%	\$ 276.43	\$ 276.43	\$ -	\$ 276.43	\$ -

DU PAGE WATER COMMISSION  
 INVESTMENTS  
 (Unaudited)  
 September 30, 2017

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 09/30/17
Water Fund Operating Reserve (01-121800)										
III - Money Market	1.130%	09/30/17	10/01/17	1	1.130%	313,440.66	313,440.66	-	313,440.66	-
US Treasury Notes	1.625%	11/14/16	04/30/19	577	1.060%	205,000.00	206,809.26	(993.47)	207,802.73	1,394.06
US Treasury Notes	2.000%	12/04/15	07/31/20	1,035	1.580%	475,000.00	480,527.88	(3,434.04)	483,961.92	1,600.54
US Treasury Notes	2.125%	12/30/15	08/31/20	1,066	1.740%	575,000.00	581,309.71	(3,640.49)	584,950.20	1,046.36
US Treasury Notes	1.750%	02/03/16	10/31/20	1,127	1.350%	740,000.00	749,010.96	(4,690.60)	753,701.56	5,419.29
US Treasury Notes	2.625%	05/03/16	11/15/20	1,142	1.210%	2,400,000.00	2,503,592.45	(45,282.55)	2,548,875.00	23,796.20
US Treasury Notes	2.000%	03/24/16	11/30/20	1,157	1.380%	2,000,000.00	2,038,223.72	(17,791.91)	2,056,015.63	13,442.62
US Treasury Notes	2.375%	03/31/16	12/31/20	1,188	1.280%	775,000.00	801,871.45	(12,060.19)	813,931.64	4,651.58
US Treasury Notes	2.000%	07/06/16	02/28/21	1,247	0.920%	775,000.00	803,008.94	(9,893.40)	812,902.34	1,327.35
US Treasury Notes	1.250%	06/27/16	03/31/21	1,278	0.980%	1,265,000.00	1,276,925.95	(4,183.04)	1,281,108.99	43.44
US Treasury Notes	2.000%	01/05/17	05/31/21	1,339	1.870%	1,300,000.00	1,305,880.98	(1,126.83)	1,307,007.81	8,737.70
US Treasury Notes	2.000%	09/01/16	05/31/21	1,339	1.220%	1,950,000.00	2,004,492.34	(15,585.79)	2,020,078.13	13,106.56
US Treasury Notes	2.000%	10/05/16	08/31/21	1,431	1.210%	1,275,000.00	1,313,438.10	(9,424.20)	1,322,862.30	2,183.70
US Treasury Notes	2.000%	12/05/16	08/31/21	1,431	1.930%	2,150,000.00	2,155,339.07	(1,043.74)	2,156,382.81	3,682.32
US Treasury Notes	1.250%	03/13/17	10/31/21	1,492	2.110%	855,000.00	826,252.02	3,648.50	822,603.52	4,472.49
US Treasury Notes	2.000%	08/30/17	10/31/21	1,492	1.640%	2,000,000.00	2,027,966.56	(549.07)	2,028,515.63	16,739.13
US Treasury Notes	1.750%	04/03/17	11/30/21	1,522	1.860%	1,500,000.00	1,493,478.69	744.31	1,492,734.38	8,821.72
US Treasury Notes	2.125%	06/28/17	12/31/21	1,553	1.720%	4,000,000.00	4,066,863.52	(3,917.73)	4,070,781.25	21,480.98
US Treasury Notes	1.750%	08/01/17	02/28/22	1,612	1.780%	1,800,000.00	1,797,633.14	94.08	1,797,539.06	2,697.51
US Treasury Notes	1.750%	05/11/17	04/30/22	1,673	1.930%	1,050,000.00	1,041,615.83	680.28	1,040,935.55	7,689.54
Inter-American Development Bank	1.000%	04/12/16	05/13/19	590	1.100%	790,000.00	788,747.85	1,117.85	787,630.00	3,028.33
African Development Bank Note	1.125%	09/14/16	09/20/19	720	1.160%	505,000.00	504,646.51	181.81	504,464.70	173.59
Intl Bank of Recons and Dev Notes Global Notes	1.125%	08/18/17	11/27/19	788	1.500%	850,000.00	843,351.07	322.20	843,028.87	3,293.75
Intl Bank of Recons and Dev Notes (World Bank)	1.625%	03/14/16	03/09/21	1,256	1.730%	925,000.00	921,923.96	1,326.96	920,597.00	918.58
MS ST Taxable GO Bonds	1.472%	02/18/15	10/01/18	366	1.470%	150,000.00	150,000.00	-	150,000.00	1,104.00
NYC, NY Taxable GO Bonds	1.650%	03/31/15	10/01/18	366	1.650%	565,000.00	565,000.00	-	565,000.00	4,661.25
CT ST Taxable GO Bonds	1.974%	03/25/15	03/15/19	531	1.970%	300,000.00	300,000.00	-	300,000.00	263.20
UNIV OF CAL Taxable Rev Bonds	2.003%	03/25/15	05/15/19	592	2.000%	135,000.00	135,000.00	-	135,000.00	1,021.53
FL ST Board Admin Fin Corp Taxable Rev Bonds	2.163%	03/08/16	07/01/19	639	2.160%	925,000.00	925,000.00	-	925,000.00	5,001.94
CT ST Taxable GO Bonds	1.300%	08/03/16	08/15/19	684	1.230%	710,000.00	710,965.18	(568.42)	711,533.60	1,179.39
MS ST Taxable GO Bonds	1.679%	02/18/15	10/01/19	731	1.680%	310,000.00	310,000.00	-	310,000.00	2,602.45
NY Trans Fin Auth, NY Txb Rev Bonds	2.750%	04/23/15	02/01/20	854	1.880%	375,000.00	382,405.08	(7,411.17)	389,816.25	1,718.75
NY Trans Fin Auth, NY Txb Rev Bonds	1.500%	07/14/16	05/01/21	1,309	1.500%	600,000.00	600,000.00	-	600,000.00	3,750.00
FNMA Pool #AJ3174	3.500%	02/17/16	10/01/26	3,288	2.270%	329,230.59	347,959.52	(1,847.98)	349,807.50	960.26
FNMA Pool #AT3221	3.500%	06/17/16	03/01/27	3,439	2.270%	396,574.46	420,021.68	(1,586.55)	421,608.23	1,156.68
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	4,476	2.620%	264,469.68	277,692.30	(2,314.98)	280,007.28	771.37
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	4,688	2.350%	396,137.10	411,294.06	(2,235.93)	413,529.99	990.34
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	4,780	2.550%	424,485.02	448,098.03	(3,912.19)	452,010.22	1,238.08



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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 09/30/17	
Water Fund Operating Reserve (01-121800) Continued...											
FNMA Series 2015-M1 ASQ2	1.626%	01/30/15	02/01/18	124	1.260%	80,688.87	80,699.42	(795.73)	81,495.15	109.33	
FNMA Series 2015-M7 ASQ2	1.550%	04/30/15	04/01/18	183	0.830%	78,060.67	78,115.83	(725.17)	78,841.00	100.83	
FNMA Series 2015-M15 ASQ2	1.899%	11/30/15	01/01/19	458	1.200%	128,550.29	128,937.28	(898.50)	129,835.78	203.33	
Fannie Mae Series 2015-M13 ASQ2	1.646%	10/30/15	09/01/19	701	1.080%	315,672.16	317,025.07	(1,808.20)	318,833.27	433.00	
Fannie Mae Series 2016-M1 ASQ2	2.132%	01/29/16	02/01/21	1,220	1.680%	925,000.00	930,691.36	(3,542.36)	934,233.72	1,643.42	
FNMA Series 2010-18 LV	4.500%	07/21/15	04/01/21	1,279	2.030%	255,769.93	255,769.93	(17,744.05)	273,513.98	959.14	
FHLMC Reference Note	0.875%	09/15/16	10/12/18	377	0.900%	400,000.00	399,913.83	85.83	399,828.00	1,643.06	
FNMA Benchmark Note	1.125%	09/01/15	10/19/18	384	1.180%	2,300,000.00	2,298,733.74	2,459.74	2,296,274.00	11,643.75	
Fannie Mae Global Notes	1.625%	10/23/14	11/27/18	423	1.390%	990,000.00	992,708.76	(6,696.24)	999,405.00	5,541.25	
FNMA Benchmark Note	1.375%	01/08/16	01/28/19	485	1.400%	275,000.00	274,924.91	95.41	274,829.50	661.72	
FNMA Benchmark Note	1.000%	02/23/16	02/26/19	514	1.080%	1,100,000.00	1,098,779.09	1,375.09	1,097,404.00	1,069.44	
FNMA Benchmark Note	1.000%	08/05/16	02/26/19	514	0.900%	2,255,000.00	2,258,155.47	(2,549.68)	2,260,705.15	2,192.36	
Freddie Mac Notes	1.125%	03/24/16	04/15/19	562	1.150%	1,700,000.00	1,699,377.41	601.41	1,698,776.00	8,818.75	
FNMA Notes	1.750%	06/30/16	06/20/19	628	0.800%	1,000,000.00	1,016,109.18	(11,600.82)	1,027,710.00	4,909.72	
FHLB Global Note	1.125%	06/02/16	06/21/19	629	1.140%	1,050,000.00	1,049,748.30	189.30	1,049,559.00	3,281.25	
FHLMC Reference Note	0.875%	07/20/16	07/19/19	657	0.960%	1,500,000.00	1,497,606.30	1,566.30	1,496,040.00	2,625.00	
FNMA Benchmark Note	0.875%	07/29/16	08/02/19	671	0.930%	1,600,000.00	1,598,346.18	1,034.18	1,597,312.00	2,294.44	
FHLB Global Note	0.875%	08/03/16	08/05/19	674	0.940%	600,000.00	599,288.62	440.62	598,848.00	816.67	
FHLB Notes	1.375%	11/17/16	11/15/19	776	1.380%	1,790,000.00	1,789,706.19	117.89	1,789,588.30	9,298.06	
FNMA Benchmark Note	1.750%	12/03/14	11/26/19	787	1.610%	475,000.00	476,354.44	(1,709.31)	478,063.75	2,886.28	
FNMA Notes	1.500%	02/24/17	02/28/20	881	1.520%	1,075,000.00	1,074,445.29	133.29	1,074,312.00	1,478.13	
FHLMC Agency	1.375%	04/19/17	04/20/20	933	1.490%	1,075,000.00	1,071,861.44	537.94	1,071,323.50	6,610.50	
FNMA Notes	1.500%	08/01/17	07/30/20	1,034	1.600%	1,500,000.00	1,495,702.65	247.65	1,495,455.00	3,750.00	
FHLB Notes	1.375%	09/08/17	09/28/20	1,094	1.480%	600,000.00	598,111.93	37.93	598,074.00	68.75	
FHLB Global Note	1.125%	08/02/16	07/14/21	1,383	1.210%	1,000,000.00	997,042.37	882.37	996,160.00	2,406.25	
FHLB Global Note	1.125%	07/14/16	07/14/21	1,383	1.250%	1,525,000.00	1,517,922.02	2,195.54	1,515,726.48	3,669.53	
Fannie Mae Notes	1.875%	04/06/17	04/05/22	1,648	1.970%	1,120,000.00	1,115,428.19	456.99	1,114,971.20	9,975.00	
Cooperative Rabobank U. A. CP	0.000%	02/16/17	10/23/17	23	1.290%	2,000,000.00	1,998,435.56	16,071.12	1,982,364.44	-	
Bank of Montreal Chicago CP	0.000%	02/16/17	11/13/17	44	1.330%	2,000,000.00	1,996,846.66	16,573.33	1,980,273.33	-	
				Weighted Avg Maturity	1.067	1.442%	\$ 67,068,079.43	\$ 67,536,573.89	\$ (148,346.41)	\$ 67,684,920.30	\$ 265,255.54

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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 09/30/17
Water Fund L-T Water Capital Reserve (01-121900)										
HIT - Money Market (PFM Asset Management)	1.130%	09/30/17	10/01/17	1	1.130%	39,643.99	39,643.99	-	39,643.99	-
US Treasury Notes	1.125%	04/24/15	04/30/20	943	1.350%	300,000.00	298,302.48	1,548.57	296,753.91	1,412.36
US Treasury Notes	1.750%	02/03/16	10/31/20	1,127	1.350%	250,000.00	253,044.25	(1,584.66)	254,628.91	1,830.84
US Treasury Notes	2.000%	03/28/16	11/30/20	1,157	1.380%	265,000.00	270,090.10	(2,352.67)	272,442.77	1,781.15
US Treasury Notes	1.625%	11/14/16	11/30/20	1,157	1.400%	320,000.00	322,204.51	(595.49)	322,800.00	1,747.54
US Treasury Notes	2.000%	03/28/16	10/31/21	1,492	1.520%	275,000.00	280,180.16	(1,834.49)	282,014.65	2,301.63
US Treasury Notes	1.875%	01/12/15	11/30/21	1,522	1.780%	260,000.00	261,039.27	(636.51)	261,675.78	1,638.32
US Treasury Notes	1.500%	12/30/15	01/31/22	1,584	2.040%	75,000.00	73,332.95	635.68	72,697.27	189.54
US Treasury Notes	1.500%	09/03/15	01/31/22	1,584	1.870%	350,000.00	344,651.71	2,417.33	342,234.38	884.51
US Treasury Notes	1.625%	02/26/15	08/15/22	1,780	1.820%	175,000.00	173,439.85	777.74	172,662.11	363.20
US Treasury Notes	1.625%	12/04/15	11/15/22	1,872	1.930%	200,000.00	197,082.79	973.41	196,109.38	1,227.58
US Treasury Notes	1.500%	02/01/17	03/31/23	2,008	2.210%	425,000.00	409,537.04	1,736.26	407,800.78	17.51
US Treasury Notes	1.750%	04/24/15	05/15/23	2,053	1.790%	390,000.00	389,132.53	351.28	388,781.25	2,577.92
US Treasury Notes	1.375%	08/31/17	06/30/23	2,099	1.850%	175,000.00	170,442.62	63.71	170,378.91	608.10
US Treasury Notes	1.375%	01/03/17	08/31/23	2,161	2.240%	200,000.00	190,426.21	1,105.90	189,320.31	235.50
US Treasury Notes	1.375%	09/01/16	08/31/23	2,161	1.470%	275,000.00	273,517.13	257.36	273,259.77	323.81
US Treasury Notes	2.750%	12/05/16	11/15/23	2,237	2.260%	60,000.00	61,670.27	(207.07)	61,877.34	623.23
US Treasury Notes	2.750%	03/28/16	11/15/23	2,237	1.720%	150,000.00	158,917.13	(2,057.48)	160,974.61	1,558.08
US Treasury Notes	2.750%	10/09/15	11/15/23	2,237	1.910%	155,000.00	162,518.60	(2,247.61)	164,766.21	1,610.02
US Treasury Notes	2.750%	05/26/16	11/15/23	2,237	1.650%	275,000.00	292,510.13	(3,587.53)	296,097.66	2,856.49
US Treasury Notes	2.750%	10/05/16	02/15/24	2,329	1.460%	75,000.00	80,874.59	(863.69)	81,738.28	263.42
US Treasury Notes	2.500%	03/16/17	05/15/24	2,419	2.450%	300,000.00	300,898.43	(62.51)	300,960.94	2,832.88
US Treasury Notes	2.000%	06/28/17	05/31/24	2,435	1.970%	285,000.00	285,527.38	(18.13)	285,545.51	1,915.57
US Treasury Notes	2.375%	03/28/16	08/15/24	2,511	1.810%	200,000.00	207,210.87	(1,468.82)	208,679.69	606.66
US Treasury Notes	2.375%	08/02/17	08/15/24	2,511	2.070%	200,000.00	203,953.53	(85.53)	204,039.06	606.66
US Treasury Notes	2.125%	05/03/16	05/15/25	2,784	1.760%	150,000.00	153,896.69	(661.90)	154,558.59	1,203.97
US Treasury Notes	2.250%	07/06/16	11/15/25	2,968	1.320%	105,000.00	112,539.55	(1,073.73)	113,613.28	892.36
US Treasury Notes	2.250%	06/27/16	11/15/25	2,968	1.450%	115,000.00	122,023.20	(1,013.32)	123,036.52	977.34
Inter-American Development Bank	1.000%	04/12/16	05/13/19	590	1.100%	140,000.00	139,778.10	198.10	139,580.00	536.67
Intl Bank of Recons and Dev Notes (World Bank)	1.625%	03/14/16	03/09/21	1,256	1.730%	150,000.00	149,501.18	215.18	149,286.00	148.96
Asian Development Bank Note	1.625%	03/16/16	03/16/21	1,263	1.640%	150,000.00	149,919.12	34.62	149,884.50	101.56
NYC, NY Taxable GO Bonds	1.650%	03/31/15	10/01/18	366	1.650%	95,000.00	95,000.00	-	95,000.00	783.75
FL ST Board Admin Fin Corp Taxable Rev Bonds	2.163%	03/08/16	07/01/19	639	2.160%	150,000.00	150,000.00	-	150,000.00	811.13
MS ST Taxable GO Bonds	1.679%	02/18/15	10/01/19	731	1.680%	40,000.00	40,000.00	-	40,000.00	335.80
NY Trans Fin Auth, NY Txb Rev Bonds	2.750%	04/23/15	02/01/20	854	1.880%	75,000.00	76,481.02	(1,482.23)	77,963.25	343.75
CT ST Taxable GO Bonds	2.294%	03/25/15	03/15/20	897	2.290%	70,000.00	70,000.00	-	70,000.00	71.37
UNIV OF CAL Taxable Rev Bonds	2.253%	03/25/15	05/15/20	958	2.250%	50,000.00	50,000.00	-	50,000.00	425.57
NY Trans Fin Auth, NY Txb Rev Bonds	1.500%	07/14/16	05/01/21	1,309	1.500%	100,000.00	100,000.00	-	100,000.00	625.00
FNMA Pool #AJ3174	3.500%	02/17/16	10/01/26	3,288	2.270%	52,733.91	55,733.78	(295.99)	56,029.77	153.81
FNMA Pool #AT3221	3.500%	06/17/16	03/01/27	3,439	2.270%	72,470.45	76,755.22	(289.94)	77,045.16	211.37
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	4,476	2.620%	65,339.58	68,606.35	(571.94)	69,178.29	190.57
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	4,688	2.350%	59,420.54	61,694.08	(335.41)	62,029.49	148.55
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	4,780	2.550%	70,060.65	73,957.95	(645.71)	74,603.66	204.34

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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 09/30/17
Water Fund L-T Water Capital Reserve (01-121900) Continued...										
FNMA Series 2015-M15 ASQ2	1.899%	11/30/15	01/01/19	458	1.200%	29,665.45	29,754.76	(207.35)	29,962.11	46.92
Fannie Mae Series 2015-M13 ASQ2	1.646%	10/30/15	09/01/19	701	1.080%	59,420.65	59,675.31	(340.37)	60,015.68	81.51
Fannie Mae Series 2016-M1 ASQ2	2.132%	01/29/16	02/01/21	1,220	1.680%	175,000.00	176,076.74	(670.18)	176,746.92	310.92
FNMA SERIES 2015	2.013%	03/31/15	07/01/22	1,735	1.710%	18,158.91	18,268.06	(72.10)	18,340.16	30.46
Fannie Mae Global Notes	0.875%	05/15/14	05/21/18	233	1.300%	425,000.00	423,846.09	5,947.84	417,898.25	1,342.88
Fannie Mae Global Notes	1.625%	12/31/13	11/27/18	423	1.780%	475,000.00	474,175.36	2,566.86	471,608.50	2,658.68
Fannie Mae Benchmark Notes	1.875%	05/15/14	02/19/19	507	1.550%	400,000.00	401,772.92	(4,171.08)	405,944.00	875.00
FHLB Global Note	1.125%	06/02/16	06/21/19	629	1.140%	375,000.00	374,910.11	67.61	374,842.50	1,171.88
FNMA Notes	1.000%	10/19/16	08/28/19	697	1.040%	2,135,000.00	2,133,427.68	776.18	2,132,651.50	1,957.08
FHLB Global Note	1.125%	07/13/16	07/14/21	1,383	1.230%	250,000.00	249,059.92	292.42	248,767.50	601.56
Fannie Mae Notes	1.875%	04/06/17	04/05/22	1,648	1.970%	500,000.00	497,959.02	204.02	497,755.00	4,453.13
FNMA Notes	2.125%	04/26/16	04/24/26	3,128	2.210%	210,000.00	208,571.23	213.43	208,357.80	1,946.15
		Weighted Avg Maturity	1.460		1.615%	\$ 12,436,914.13	\$ 12,493,531.96	\$ (9,049.94)	\$ 12,502,581.90	\$ 53,654.56
Capital Reserve (01-122000)										
IIIT - Money Market (PFM Asset Management)	1.130%	09/30/17	10/01/17	1	1.130%	346,719.50	346,719.50	-	346,719.50	-
US Treasury Notes	0.750%	06/22/17	10/31/18	396	1.310%	2,500,000.00	2,485,023.93	3,773.93	2,481,250.00	7,846.47
US Treasury Notes	0.750%	06/22/17	02/15/19	503	1.340%	600,000.00	595,195.96	961.59	594,234.37	574.73
US Treasury Notes	1.625%	11/14/16	04/30/19	577	1.060%	915,000.00	923,075.50	(4,434.27)	927,509.77	6,222.25
US Treasury Notes	0.875%	06/22/17	09/15/19	715	1.400%	2,500,000.00	2,474,706.58	3,515.17	2,471,191.41	966.85
US Treasury Notes	1.500%	12/05/16	11/30/19	791	1.450%	775,000.00	775,882.91	(328.03)	776,210.94	3,906.76
US Treasury Notes	1.250%	01/05/17	01/31/20	853	1.520%	150,000.00	149,083.38	284.55	148,798.83	315.90
US Treasury Notes	1.375%	02/01/17	02/29/20	882	1.570%	1,500,000.00	1,493,194.22	1,807.50	1,491,386.72	1,766.23
US Treasury Notes	1.125%	03/14/17	03/31/20	913	1.700%	600,000.00	591,663.72	1,788.72	589,875.00	18.54
US Treasury Notes	1.375%	06/22/17	03/31/20	913	1.490%	2,500,000.00	2,493,053.03	767.87	2,492,285.16	94.44
US Treasury Notes	1.375%	05/09/17	05/31/20	974	1.700%	1,000,000.00	994,989.66	731.85	994,257.81	4,620.90
US Treasury Notes	1.625%	06/28/17	06/30/20	1,004	1.500%	3,300,000.00	3,310,978.41	(1,009.87)	3,311,988.28	13,551.97
US Treasury Notes	2.000%	07/06/17	07/31/20	1,035	1.610%	1,000,000.00	1,010,870.97	(886.84)	1,011,757.81	3,369.57
US Treasury Notes	2.000%	06/22/17	07/31/20	1,035	1.550%	1,200,000.00	1,214,941.85	(1,417.52)	1,216,359.37	4,043.48
US Treasury Notes	1.375%	08/30/17	08/31/20	1,066	1.450%	2,000,000.00	1,995,823.58	120.45	1,995,703.13	2,354.97
Intl Bank of Recons and Dev Notes (World Bank)	0.875%	04/12/16	07/19/18	292	0.950%	600,000.00	599,619.37	681.37	598,938.00	1,050.00
African Development Bank Note	1.625%	10/31/16	10/02/18	367	1.120%	200,000.00	201,008.26	(905.74)	201,914.00	1,615.97
Inter-American Development Bank	1.000%	04/12/16	05/13/19	590	1.100%	420,000.00	419,334.30	594.30	418,740.00	1,610.00
African Development Bank Note	1.125%	09/14/16	09/20/19	720	1.160%	235,000.00	234,835.50	84.60	234,750.90	80.78
Intl Bank of Recons and Dev Notes Global Notes		08/18/17	11/27/19	788	1.500%	1,000,000.00	992,177.73	379.06	991,798.67	3,875.00
MS ST Taxable GO Bonds	1.090%	02/18/15	10/01/17	1	1.090%	35,000.00	35,000.00	-	35,000.00	190.75
Regional Trans Auth, IL Rev Bonds	1.250%	04/26/16	05/04/18	216	1.250%	600,000.00	600,000.00	-	600,000.00	3,750.00
FL ST Board Admin Fin Corp Taxable Rev Bonds	2.163%	03/08/16	07/01/19	639	2.160%	600,000.00	600,000.00	-	600,000.00	3,244.50
CT ST Taxable GO Bonds	1.300%	08/03/16	08/15/19	684	1.230%	330,000.00	330,448.61	(264.19)	330,712.80	548.17

DU PAGE WATER COMMISSION  
INVESTMENTS  
(Unaudited)  
September 30, 2017

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 09/30/17
Capital Reserve (01-122000) Continued ...										
FNMA SERIES 2015 M1	1.626%	01/30/15	02/01/18	124	1.260%	40,344.43	40,349.70	(397.88)	40,747.58	54.67
FNMA SERIES 2015 M7	1.550%	04/30/15	04/01/18	183	1.260%	46,836.40	46,869.50	(435.09)	47,304.59	60.50
FNMA Series 2014-M1 ASQ2	2.323%	09/01/16	11/01/18	397	1.150%	216,865.49	218,870.36	(2,603.54)	221,473.90	419.82
FNMA Series 2015-M15 ASQ2	1.899%	11/30/15	01/01/19	458	1.200%	85,700.20	85,958.20	(599.00)	86,557.20	135.55
FNMA Series 2016-M9 ASQ2	1.785%	06/09/16	06/01/19	609	1.050%	89,609.52	90,056.59	(448.99)	90,505.58	133.29
Fannie Mae Series 2015-M13 ASQ2	1.646%	10/30/15	09/01/19	701	1.080%	204,258.45	205,133.86	(1,170.01)	206,303.87	280.17
Freddie Mac Series 4459 NB	4.500%	06/11/15	01/01/20	823	0.770%	48,713.63	49,777.82	(1,295.38)	51,073.20	182.68
FNMA Series 2015-M12 FA	0.540%	09/30/15	04/25/20	938	0.540%	278,250.70	278,250.70	100.15	278,150.55	365.72
FNMA Series 2010-18 LV	4.500%	07/21/15	04/01/21	1,279	2.030%	179,038.95	179,038.95	(12,420.84)	191,459.79	671.40
FHLB Notes	0.625%	07/07/16	08/07/18	311	0.730%	750,000.00	749,359.73	919.73	748,440.00	703.13
FHLB Notes	0.625%	08/10/16	08/07/18	311	0.810%	870,000.00	868,661.33	1,775.93	866,885.40	815.63
FHLB Global Note	0.875%	08/25/16	10/01/18	366	0.910%	550,000.00	549,820.38	194.38	549,626.00	2,406.25
FNMA Benchmark Note	1.125%	09/01/15	10/19/18	384	1.180%	1,475,000.00	1,474,187.94	1,577.44	1,472,610.50	7,467.19
FHLB Notes	1.250%	12/08/16	01/16/19	473	1.250%	700,000.00	699,981.35	9.35	699,972.00	1,822.92
FNMA Benchmark Note	1.375%	01/08/16	01/28/19	485	1.400%	1,255,000.00	1,254,657.32	435.42	1,254,221.90	3,019.84
FNMA Benchmark Note	1.000%	02/23/16	02/26/19	514	1.080%	1,475,000.00	1,473,362.87	1,843.87	1,471,519.00	1,434.03
Freddie Mac Notes	1.125%	03/31/16	04/15/19	562	1.050%	925,000.00	926,123.05	(1,078.45)	927,201.50	4,798.44
FHLB Global Note	1.125%	06/27/16	06/21/19	629	0.820%	1,125,000.00	1,130,926.78	(4,269.64)	1,135,196.42	3,515.63
FHLMC Reference Note	0.875%	07/19/16	07/19/19	657	0.960%	650,000.00	649,050.06	623.06	648,427.00	1,137.50
FNMA Benchmark Note	0.875%	07/29/16	08/02/19	671	0.930%	750,000.00	749,224.77	484.77	748,740.00	1,075.52
Freddie Mac Notes	1.375%	07/18/17	08/15/19	684	1.450%	1,900,000.00	1,897,475.62	268.62	1,897,207.00	5,225.00
FNMA Notes	0.875%	08/31/16	08/28/19	697	1.050%	1,675,000.00	1,673,322.07	935.07	1,672,387.00	1,535.42
FHLB Global Note	1.000%	10/03/16	09/26/19	726	1.010%	750,000.00	749,824.19	86.69	749,737.50	104.17
FNMA Notes	1.500%	02/24/17	02/28/20	881	1.520%	750,000.00	749,612.99	92.99	749,520.00	1,031.25
FHLMC Agency	1.375%	04/19/17	04/20/20	933	1.490%	1,200,000.00	1,196,496.49	600.49	1,195,896.00	7,379.17
FNMA Notes	1.500%	07/28/17	07/30/20	1,034	1.600%	2,500,000.00	2,492,837.75	412.75	2,492,425.00	6,250.00
FHLB Notes	1.375%	09/08/17	09/28/20	1,094	1.480%	1,300,000.00	1,295,909.19	82.19	1,295,827.00	148.96
Cooperative Rabobank U. A. CP	0.000%	02/16/17	10/23/17	23	1.290%	800,000.00	799,374.22	6,428.44	792,945.78	-
Bank of Montreal Chicago CP	0.000%	02/16/17	11/13/17	44	1.330%	800,000.00	798,738.66	6,629.33	792,109.33	-
Credit Agricole CIB NY CP	0.000%	08/02/17	02/07/18	130	1.380%	600,000.00	597,054.50	1,370.00	595,684.50	-
JP Morgan Securities LLC CP	0.000%	06/21/17	03/16/18	167	1.510%	1,250,000.00	1,241,411.80	5,277.08	1,236,134.72	-
Toyota Motor Credit Corp	0.000%	06/21/17	03/16/18	167	1.460%	1,250,000.00	1,241,700.00	5,100.00	1,236,600.00	-
Weighted Avg Maturity			676		1.341%	\$ 51,396,337.27	\$ 51,321,045.71	\$ 16,773.43	\$ 51,304,272.28	\$ 117,792.08
TOTAL ALL FUNDS					1.396%	\$146,472,009.16	\$ 146,915,038.77	\$ (135,039.59)	\$147,050,078.36	\$ 436,702.18
Less: Net Unsettled Trades										
							<u>\$ 146,915,038.77</u>			
September 30, 2017	90 DAY US TREASURY YIELD				1.06%		Longest Maturity	3,128	\$ 210,000.00	
	3 month US Treasury Bill Index				0.99%					
	0-3 Year US Treasury Index				1.37%					
	1-3 Year US Treasury Index				1.47%					
	1-5 Year US Treasury Index				1.60%					
	1-10 Year US Treasury Index				1.76%					

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

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CASH FLOWS FROM OPERATING ACTIVITIES

Cash received from customers	\$ 56,446,358
Cash payments to suppliers	(49,414,811)
Cash payments to employees	(1,266,852)
Net cash from operating activities	5,764,695

CASH FLOWS FROM NONCAPITAL  
FINANCING ACTIVITIES

Cash received from sales taxes	259,488
Cash received/paid from long term loans	(374,061)
Cash payments for net pension activity	0
Net cash from noncapital financing activities	(114,573)

CASH FLOWS FROM CAPITAL AND  
RELATED FINANCING ACTIVITIES

Interest paid	0
Principal Paid	0
Construction and purchase of capital assets	(1,548,441)
Net cash from capital and related financing activities	(1,548,441)

CASH FLOWS FROM INVESTING ACTIVITIES

Investment income	719,402
Net cash from investing activities	719,402

Net Increase (Decrease) in cash and investments 4,821,083

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

CASH AND INVESTMENTS, SEPTEMBER 30, 2017 \$ 166,756,652

September 30, 2017  
 TREASURER'S REPORT  
 DPWC MONTHLY CASH/OPERATING REPORT

	9/30/2017		
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
	A	B	C
<b>TABLE 1</b>			
<b>RESERVE ANALYSIS</b>			
A. Operating Reserve # of days per current fiscal year management budget	\$ 42,755,357 120	\$ 67,536,574 190	\$ 24,781,217
B. Capital Reserve	\$ 50,701,790	\$ 51,165,539	\$ 463,749
C. Long Term Water Capital Reserve	\$ 12,025,000	\$ 12,493,532	\$ 468,532
D. O+M Account (1)	\$ 12,004,788	\$ 31,933,257	\$ 19,928,469
E. Current Construction Obligation and Customer Construction Escrows	\$ 155,507	\$ 155,507	\$ -
<b>TOTAL SUMMARY CASH + RESERVE ANALYSIS</b>	<b>\$ 117,642,442</b>	<b>\$ 163,284,409</b>	<b>\$ 45,641,967</b>

<b>TABLE 2</b>		
<b>OTHER CASH</b>		
F. General Fund		\$ 3,471,967
G. Sales Tax		\$ 276
<b>TOTAL TABLE 2-OTHER CASH</b>		<b>\$ 3,472,243</b>
<b>TOTAL MONTH END FUNDS CASH BALANCE-Table1+2</b>		<b>\$ 166,756,652</b>

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.



NUGENT CONSULTING, LLC  
INSURANCE & RISK MANAGEMENT CONSULTING

September 25, 2017

Ms. Cheryl Peterson  
Du Page Water Commission  
600 East Butterfield Road  
Elmhurst, IL 60126-4642

Re: Insurance Analysis

Dear Cheryl:

The purpose of this letter is to provide results of the renewal negotiations for insurance coverage for the November 1, 2017 renewal. The costs comparison is provided in the attached spreadsheet.

Overall costs will increase less than 1% from the current premiums. The recommended program changes the liability insurer from Grundy / Arch to AWAC. Grundy / Arch was unable to provide the first layer umbrella coverage and Marsh was unable to find a replacement for that layer. The proposal from AWAC is comparable in coverage to the Arch and is competitively priced.

I recommend you approve the renewal as presented. Please contact me with any questions.

Sincerely,

Michael D. Nugent

**DU PAGE WATER COMMISSION  
2017 RENEWAL COST COMPARISON**

	<i>Final Costs</i>			
				<b>AWAC</b>
<b>Coverage</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017 Option</b>
General / Auto Liability	\$ 40,585	\$ 41,284	\$ 41,484	\$ 44,846
Crime	\$ 3,142	\$ 3,167	\$ 3,167	\$ 3,167
Excess Liability	\$ 31,021	\$ 30,617	\$ 30,573	\$ 15,148
Excess Liability	\$ -	\$ -	\$ -	\$ 15,259
Property	\$ 320,533	\$ 302,225	\$ 321,198	\$ 321,198
UST	\$ 1,022	\$ 1,170	\$ 1,326	\$ 1,491
Brokerage Fee	\$ 33,193	\$ 33,692	\$ 31,422	\$ 31,344
<b>Subtotal</b>	<b>\$ 429,496</b>	<b>\$ 412,155</b>	<b>\$ 429,170</b>	<b>\$ 432,453</b>
<b>Insurers</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017 Option</b>
General Liability	Arch	Arch	Arch	AWAC
Automobile	Arch	Arch	Arch	AWAC
Crime	Chartis	Chartis	Chartis	Chartis
Excess Liability	Arch	Arch	Arch	AWAC
Excess Liability Layer 2	Alterra	Alterra	Alterra	Markel
Property	Lexington	Lexington	Lexington	Lexington
UST	Ill Union	Ill Union	Ill Union	Ill Union
Pollution	Lexington	Lexington	Lexington	Lexington
<b>Limits</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017 Option</b>
General Liability / Public	\$1 Mil / \$3 Mil	\$1 Mil / \$3 Mil	\$1 Mil / \$3 Mil	\$1 Mil / \$3 Mil
Automobile	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Crime	\$250,000	\$250,000	\$250,000	\$250,000
Excess Liability	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000
Excess Liability Layer 2	\$12,000,000	\$12,000,000	\$12,000,000	\$12,000,000
Property	\$500,000,000	\$500,000,000	\$500,000,000	\$500,000,000
UST	\$1 Mil / \$3 Mil	\$1 Mil / \$3 Mil	\$1 Mil / \$3 Mil	\$1 Mil / \$3 Mil
<b>Deductibles</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017 Option</b>
General Liability	\$5,000	\$5,000	\$5,000	\$5,000
Automobile	\$500 Phys Dam	\$500 Phys Dam	\$500 Phys Dam	\$500 Phys Dam
Crime	\$25,000	\$25,000	\$25,000	\$25,000
Property	\$100,000	\$100,000	\$100,000	\$100,000
UST	\$5,000	\$5,000	\$5,000	\$5,000





NUGENT CONSULTING, LLC  
INSURANCE & RISK MANAGEMENT CONSULTING

October 10, 2017

Ms. Cheryl Peterson  
Du Page Water Commission  
600 East Butterfield Road  
Elmhurst, IL 60126-4642

Re: WC Insurance Renewal

Dear Cheryl:

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

The attached proposal summarizes the coverage. The renewal premium is \$93,972 which is a decrease of \$1,159 from the 2016 renewal (\$95,131). There is a \$6,269 safety grant included in the premium.

I recommend you approve the renewal as presented.

Please contact me with any questions.

Sincerely,

Michael D. Nugent



# ILLINOIS PUBLIC RISK FUND

*Cost Control Through Cooperation Since 1985*

## ILLINOIS PUBLIC RISK FUND

### Insurance Proposal

for

DuPage Water Commission

01/01/2018 through 01/01/2019


Code Number	Classification	Estimated Payroll	Rate Per \$100 Payroll	Premium
7520	Waterworks	\$ 2,108,400	\$ 4.179	\$ 88,119
8601	Engineers	\$ 330,000	\$ 0.566	\$ 1,869
8810	Clerical	\$ 751,000	\$ 0.166	\$ 1,247
			Subtotal:	\$ 91,235
			3% Administrative Fee:	\$ 2,737
			TOTAL:	\$ 93,972

Premium Payable:  
12 Equal Monthly Installments

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

DATE: October 2, 2017

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Finance Committee	<b>ORIGINATING DEPARTMENT</b>	General Manager's Office
<b>ITEM</b>	A Resolution Amending the Reserve Fund Policy of the DuPage Water Commission  Resolution No. R-35-17	<b>APPROVAL</b>	
Account Nos.: N/A			
<p>Resolution No. R-35-17 would authorize the amendment of the DuPage Water Commission Reserve Fund Policy to eliminate references to Bond Ordinances, specific bank references and increase the minimum days in the Operating Reserve to 180 days. In addition, the following language would be included: Commission staff has permission to transfer additional funds from the General Account to the Long-Term Water Capital Reserve Fund without requesting Board approval, if the funds are not planned or designated to be used for other purposes.</p> <p>It is the intent of the Resolution to update the language in the policy due to the elimination of bonds payable by the Commission and to revise reserves based upon ongoing needs. It is the intent of this Reserve Fund Policy to clearly identify both account and reserve fund categories and purposes, and set target levels.</p>			
<b>MOTION:</b> To adopt Resolution No. R-35-17.			

RESOLUTION NO. R-35-17

A RESOLUTION AMENDING THE RESERVE FUND POLICY  
OF THE DUPAGE WATER COMMISSION

WHEREAS, Resolution No. R-3-13 authorized and implemented a Reserve Fund Policy for the DuPage Water Commission on January 17, 2013; and

WHEREAS, Resolution No. R-33-14 amended the Reserve Fund Policy for the DuPage Water Commission on December 18, 2014; and

WHEREAS, it is prudent for the Commission to adopt policies to ensure its long term financial stability; and

WHEREAS, it is the intent of the Commission to maintain adequate reserves for ongoing needs and to maintain an affordable and stable rate structure; and

WHEREAS, it is fiscally responsible for the Commission to anticipate and prepare for future unanticipated emergency repairs or unforeseen expenses while maintaining a stable rate structure; and

WHEREAS, it is in the best interest of the Commission to modify its Reserve Fund Policy to delete outdated references, modify target balances for its Operating and Maintenance Account and Operating Reserve Fund and modify certain fund transfer procedures; and

WHEREAS, large capital outlays will be necessary in the future for replacement of portions of the water infrastructure as it comes to the end of its useful life; and

WHEREAS, it is the Commission's intent to amend its Reserve Fund Policy to delete outdated references, modify target balances for its Operating and Maintenance Account and Operating Reserve Fund and modify certain procedures for transferring between its General Account and the Long-Term Water Capital Reserve Fund; a copy of the amended Reserve Fund Policy is attached hereto and is, by this reference, incorporated herein as Exhibit "A"; 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 by this reference made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission as if fully set forth herein.

SECTION TWO: The Commission hereby makes the modifications to the Reserve Fund Policy as shown on Exhibit A, a copy of which is attached hereto and incorporated herein.

SECTION THREE: All resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Exhibit "A"

## DU PAGE WATER COMMISSION

### RESERVE FUND POLICY

#### A. POLICY STATEMENT:

The DuPage Water Commission (the "Commission") recognizes the importance of adopted policies relative to cash accounts and reserve funds. Financial policies relative to designated reserve funds are a key element of prudent financial planning for both current operating and capital needs, as well as long-term capital planning. An additional critical element of fiscal responsibility is to anticipate and prepare for future funding requirements as well as for emergencies, rate stabilization and other unforeseen events. It is the intent of this Reserve Fund Policy to clearly identify both account and reserve fund categories and purposes, and set target levels.

#### B. DEFINITIONS:

Restricted Reserves: Restrictions on their use are imposed by an outside source such as creditors, grantors, contributors, or laws or regulations of other governments.

Unrestricted Reserves: Have no externally imposed use restriction. The use of Unrestricted Reserves is at the discretion of the Board of Commissioners. There are two categories of Unrestricted Reserves – Designated and Undesignated.

Designated Reserves: Designated Reserves are set-aside for a specific purpose, which is determined by the Board of Commissioners. The Board of Commissioners also has the authority to redirect the use of these reserve funds as needs change for the Commission. Designated Reserves includes the Operating Reserve Fund, the Capital Reserve Fund and the Long-Term Water Capital Reserve Fund.

Revenues: means all income from whatever source derived from the operation of the System, including (a) all payments made under the Water Supply Contract; (b) all receipts from the sale of water or contract payments under contracts for the sale of water (other than the Water Supply Contract); (c) Investment Earnings (except as otherwise allocable hereunder); (d) connection, permit and inspection fees and the like; (e) penalties and delinquency charges; (f) capital development, reimbursement, or recovery charges and the like; but excluding expressly: (i) non-recurring income from the sale of real estate; (ii) governmental or other grants or fund transfers; (iii) collections of insurance awards or condemnation proceeds (which shall be credited and disbursed as hereinafter specifically provided) and (iv) sales tax revenues.

Water Fund: means the special fund established by the Commission.

#### C. ACCOUNTS AND RESERVE FUNDS:

The Board of Commissioners hereby establishes and designates the following accounts and reserve funds:

- a. Operating and Maintenance Account of the Water Fund
- b. Interest Account of the Water Fund

- c. Principal Account of the Water Fund
- d. General Account of the Water Fund
- e. Operating Reserve Fund
- f. Capital Reserve Fund
- g. Long-Term Water Capital Reserve Fund

D. OPERATING AND MAINTENANCE ACCOUNT:

The Operation and Maintenance Account should maintain at all times a balance in an amount sufficient to pay operation and maintenance costs. Operation and maintenance costs means all costs of operating, maintaining and routine repairing of the Commission's system, including, but not limited to, wages, salaries, costs of material and supplies, power, fuel, insurance, purchase or treatment of water, all payments under the Chicago Contract, taxes, bond or debt related fees, counsel fees, contract services for operation of the System or advice related thereto, audit or accounting expenses, expenses of billing and making collections, studies for rate determinations and provision for loss in collection; but do not include for any period amounts required to be deposited in such period to the Interest Account or the Principal Account.

Sources of income for this account would include the Commission's Revenues, sales tax revenues and transfers from the General Account when deemed necessary by the Commission's General Manager or Financial Administrator.

All monies in said Account shall be used solely to pay Operation and Maintenance Costs.

E. INTEREST ACCOUNT:

The amounts credited to the Interest Account should account for current interest due on outstanding bonds payable to any future bond purchasers. All moneys to the credit of said Interest Account shall be used solely to pay interest on outstanding bonds.

Sources of income for this account would include the Commission's Revenues and transfers when needed from the General Account. This account would not have a balance of greater than two months interest payments due.

F. PRINCIPAL ACCOUNT:

The amounts credited to the Principal Account should account for the current principal requirement due on outstanding bonds payable to any future bond purchasers. All moneys to the credit of the Principal Account shall be used solely to pay principal on outstanding bonds.

Sources of income for this account would include the Commission's Revenues and transfers when needed from the General Account. This account would not have a balance of greater than two months principal payments due.



**G. GENERAL ACCOUNT:**

All moneys remaining in the Water Fund after meeting the requirements of the Operating and Maintenance Account, Interest Account and Principal Account are to be credited to the General Account. The balances in this account shall first be used in the order of priority set forth below:

- A. Such amount as may be necessary shall be transferred to the Rebate Fund established in the Bond Ordinance.
- B. Such amount as may be necessary shall be used to make up any deficiencies occurring at any time in the Accounts of the Fund having a prior lien on the Revenues.
- C. The balance of the funds of the General Account shall be used for one or more of the following purposes, without any priority among them.
  - 1. For the purpose of constructing or acquiring repairs, replacements, renewals, improvements or extensions to the Commission's system;
  - 2. For the purpose of calling and redeeming outstanding bonds which are callable at the time;
  - 3. For the purpose of paying principal and interest and applicable premium on any other debt outstanding;
  - 4. Fund or maintain the Operating Reserve Fund, Capital Reserve Fund and Long-Term Water Capital Reserve Fund
  - 5. For the purpose of reducing charges to or payments due from the Contract Customers;
  - 6. For any other lawful corporate purpose related to the Commission's systems.

**H. OPERATING RESERVE FUND:**

The purpose of the designated Operating Reserve Fund is to cover rate stabilization, emergencies and unscheduled costs relating to the operation of the Commission's water system. Some examples include, but not limited to, unforeseen repairs, unexpected increases in treatment costs, natural disasters, terrorist attacks, unexpected increases in water bills, regulatory changes, unforeseen legal expenses, and disruption of a source of supply. All investment earnings shall remain in this account. The target balance for this Reserve shall be set at a minimum of 180 days of the current fiscal year management budget expense total less depreciation. The targeted amount should be met by the end of the fiscal year. If for one of the reasons listed above the balance falls below the targeted amount during a fiscal year, the Board of Commissioners would need to make financial decisions or implement water rate increases to replenish and meet the targeted levels within 2 to 3 years. Only the Board of Commissioners is authorized to approve the expenditure of Operating Reserve Funds in accordance with approved budget authorizations. Funds from this Reserve shall be used exclusively for operating expenses of the water system, unless otherwise authorized by the Board of Commissioners.

**I. CAPITAL RESERVE FUND:**

The Purpose of the designated Capital Reserve Fund is intended to provide a ready source of funds for repair, refurbishment or acquisition of buildings, leaseholds, furniture, fixtures, and equipment necessary for the effective operation of the Commission and its programs. The Commission prepares a multi-year capital plan as part of the annual budget process. The plan

highlights projects that may require major expenditures and/or more than one year to complete. The Capital Reserve Fund will accumulate and maintain a minimum amount equal to the planned amounts required in the annually approved 5 Year Capital Improvement Plan.

Monies transferred into the Capital Reserve Fund are anticipated to help minimize the Commission's need for long-term borrowing and reduce delays in initiating projects that may have been scheduled over multiple fiscal years. The funds shall be primarily expended for planned and/or needed capital improvements or equipment. All investment earnings shall remain in this account. Only the Board of Commissioners is authorized to approve the expenditure of Capital Reserve Funds in accordance with approved budget authorizations.

J. LONG-TERM WATER CAPITAL RESERVE FUND:


The Purpose of the designated Long-Term Water Capital Reserve Fund is to accumulate sufficient reserve funds for the future that are necessary to insure timely acquisition, replacement and upgrade of the Commission's water system infrastructure. Monies transferred into the Long-Term Water Capital Reserve Fund shall be expended solely for the construction of new and/or replacement water system infrastructure. All investment earnings shall remain in this account. Only the Board of Commissioners is authorized to approve the expenditure of Long-Term Water Capital Reserve Funds per the guidelines set forth below and in accordance with approved budget authorizations. The targeted monthly amount should be based upon anticipated costs related to long-term capital spending or monthly depreciation expense but no less than \$175,000 per month or \$2.1 million per year transferred from the General Account. Commission staff has permission to transfer additional funds from the General Account into the Long-Term Water Capital Reserve Fund without requesting Board approval, if the funds are not planned or designated to be used for other purposes.

The Guidelines for using funds within the Long-Term Water Capital Reserve Fund:

- Major construction, acquisition, or renovation activities that add value to the Commission's physical assets or significantly increase their useful life. Some examples include:
  - Renovation and construction projects pertaining to new Commission buildings or treatment facilities,
  - Replacements or enhancements of water distribution systems.

DATE: October 2, 2017

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Administration Committee	<b>ORIGINATING DEPARTMENT</b>	General Manager
<b>ITEM</b>	A Resolution Authorizing the DuPage Water Commission Participation in the National Conference of Public Employee Retirement Systems Group Voluntary Life Insurance Plan for Illinois Municipal Retirement Fund Members Active Employees.  Resolution No. R-36-17	<b>APPROVAL</b>	
Account No.: NA			
<p>IMRF offers the National Conference of Public Employee Retirement Systems (NCPERS) Group Voluntary Life Insurance Plan to active employees of its participating employers. The benefits to employees include the following:</p> <ul style="list-style-type: none"><li>• Guaranteed issue (no medical questionnaire) during annual open enrollment and for new hires during the year.</li><li>• Includes coverage for current and future dependents at no additional cost. This includes spouses and domestic partners.</li><li>• Coverage can be continued into retirement.</li><li>• Decreasing term design provides employees a greater benefit early in their careers, when death benefits from the pension system are the lowest.</li></ul> <p>This resolution would allow the Commission to opt-in to the program and active Commission IMRF members would then be able to participate. The Commission will incur no cost and minimal administrative burden by opting into the program. The employees pay all costs for the coverage.</p>			
<b>MOTION:</b> To adopt Resolution No. R-36-17			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-36-17

A RESOLUTION AUTHORIZING THE DuPAGE WATER COMMISSION PARTICIPATION IN THE NATIONAL CONFERENCE OF PUBLIC EMPLOYEE RETIREMENT SYSTEMS GROUP VOLUNTARY LIFE INSURANCE PLAN FOR ILLINOIS MUNICIPAL RETIREMENT FUND MEMBERS ACTIVE EMPLOYEES

WHEREAS, the Illinois Municipal Retirement Fund (IMRF) has endorsed an optional Group Voluntary Life Insurance Plan for IMRF members: and

WHEREAS, as a participating IMRF employer, the DuPage Water Commission (the "Commission") must opt-in to the program in order for Commission IMRF members to participate: and

WHEREAS, the Group Voluntary Life Insurance Plan is administered by the National Conference of Public Employee Retirement Systems (NCPERS) and,

WHEREAS, the Board of Commission deem it to be in the best interest of the Commission to opt in to the Group Voluntary Life Insurance Plan administered by NCPERS, so that Commission IMRF members may have the option of purchasing this optional insurance: and,

WHEREAS, Commission IMRF members who choose to purchase the insurance will be responsible for paying 100% of the cost of insurance products, without any contribution from the Commission; and

WHEREAS, the Commission staff is directed to work with NCPERS to offer the voluntary life insurance program during an initial open enrollment period in October and November 2017 and annually thereafter during an open enrollment period to be set by the General Manager.

Resolution No. R-36-17

NOW, THEREFORE, BE IT RESOLVED the Commission as an IMRF employer opts into the Group Voluntary Life Insurance Plan administered by the National Conference of Public Employee Retirement Systems.

NOW, THEREFORE, BE IT FURTHER RESOLVED that this Group Voluntary Life Insurance Plan shall be based upon 100% payment by the IMRF member, without any contribution from the Commission.

AYES:

NAYS:

ABSENT:

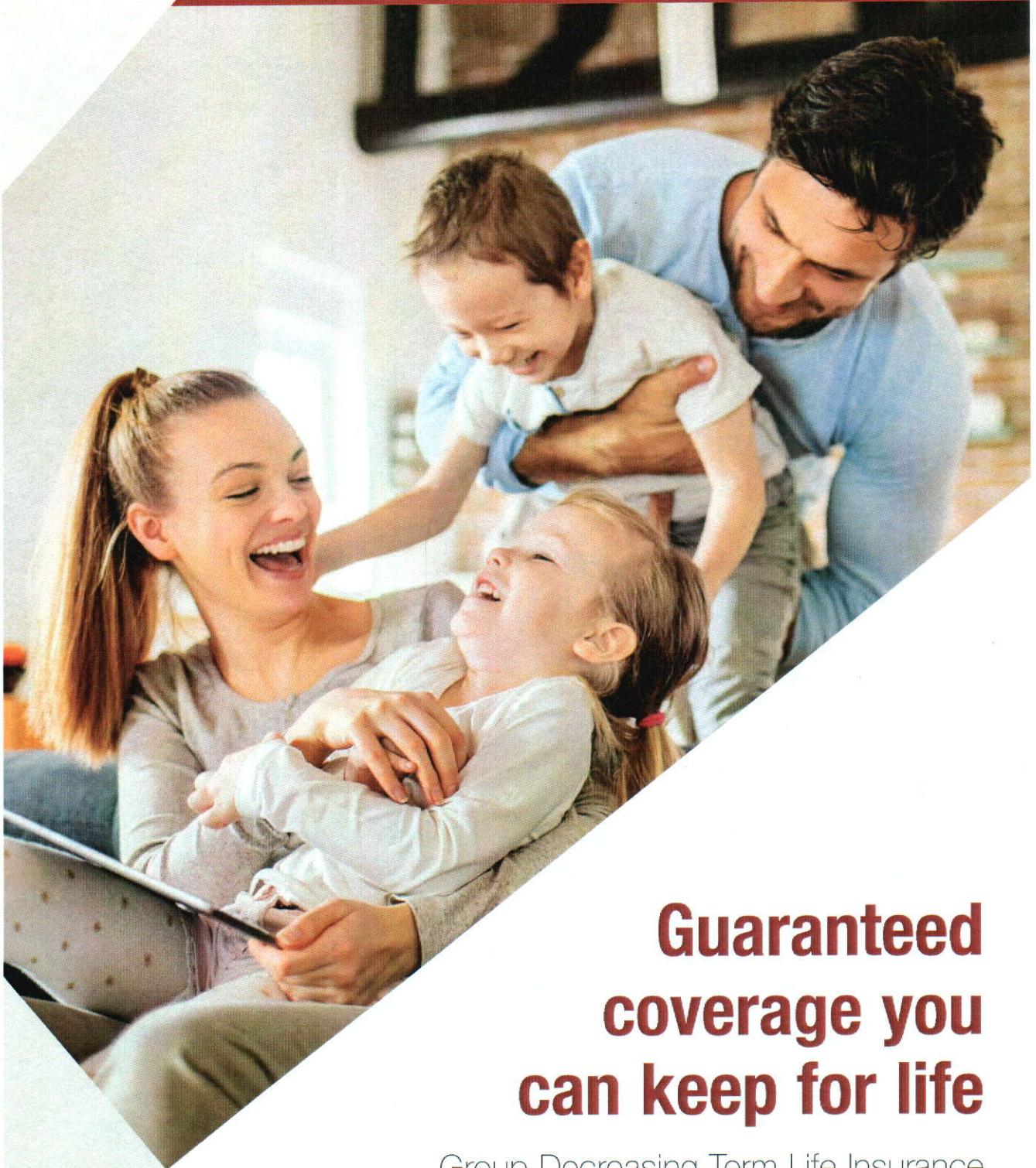
ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board\Resolutions\2017\R-36-17.docx



# Guaranteed coverage you can keep for life

Group Decreasing Term Life Insurance



National Conference on Public  
Employee Retirement Systems

# Life is filled with unexpected events

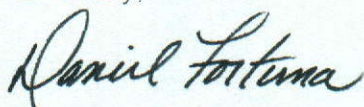
For \$16 a month, you can help protect everything you've worked so hard for, even after you're gone.

---

Through your employer, you are automatically a member of the National Conference on Public Employee Retirement Systems (NCPERS). It's one of the largest trade associations for public sector employees, providing benefits and plans to over 21 million employees and retirees.

NCPERS Group Decreasing Term Life Insurance Plan gives your family extra financial security when they need it most: when you're no longer there to help provide for them. This coverage is guaranteed issue, which means there are no medical questions or exams. **You can never lose coverage because of a change in your age or health.** And you'll be happy to know that your coverage is issued by **The Prudential Insurance Company of America (Prudential)**, a company with over 100 years of group life insurance experience. We're pleased to offer you this opportunity. Don't miss out—enroll today.

Sincerely,



Daniel Fortuna  
President



## More coverage when you need it most

The plan is designed to pay a maximum benefit amount in your younger years, when your financial obligations may be more significant. That benefit gradually decreases as you get older, when your financial obligations may be less. And level premiums help ensure it's affordable coverage the whole time, with no surprise rate hikes.

**UNDER  
AGE  
50**

**\$16 a month means:**

A way to supplement pension survivor benefits during the early family-building years, when your family's needs are greatest.

**OVER  
AGE  
50**

**\$16 a month means:**

Your family will have help covering essentials like funeral costs, medical bills, and credit card debt.



Exclusive member benefit—**\$16/month.**





NCPERS has paid **\$13 million** in benefits in 2016 and covered members and their families for 40 years.

## NCPERS' Affordable Group Decreasing Life Insurance includes:

### **Decreasing Term Life**

With Decreasing Term Life Insurance, your family can have insurance protection against the unexpected. The money can go toward paying for funeral expenses, mortgage, rent, credit card bills, college tuition, and other expenses.

### **Accidental Death & Dismemberment (AD&D)**

You or your beneficiary can receive an additional benefit for loss of life resulting from an accident. You may also be eligible for a benefit if you are in an accident that results in specific injuries. Injuries covered may include loss of sight, coma or dismemberment of hands or feet.\*

### **Spouse and Dependent Term Life**

This plan provides Dependent Group Decreasing Term Life Insurance for your spouse or domestic partner and a flat benefit for all of your dependent children. The benefit amount will be paid to you in a lump sum on an eligible dependent's death, and the benefit amount will be determined by your age at that time.

*\*See the Booklet-Certificate with complete plan information, including limitations and exclusions.*

## A group rate that's competitive

NCPERS guarantees that every active member, regardless of age, pays \$16 a month, and it will **never increase**.

### Members

### Dependent Group Term Life

Member's Age at Time of Claim	Group Term Life	Group AD&D	Total Benefit for Accidental Death	Spouse/Domestic Partner	Child(ren)*
Less than 25	\$225,000	\$100,000	\$325,000	\$20,000	\$4,000
25 to 29	\$170,000	\$100,000	\$270,000	\$20,000	\$4,000
30 to 39	\$100,000	\$100,000	\$200,000	\$20,000	\$4,000
40 to 44	\$65,000	\$100,000	\$165,000	\$18,000	\$4,000
45 to 49	\$40,000	\$100,000	\$140,000	\$15,000	\$4,000
50 to 54	\$30,000	\$100,000	\$130,000	\$10,000	\$4,000
55 to 59	\$18,000	\$100,000	\$118,000	\$7,000	\$4,000
60 to 64	\$12,000	\$100,000	\$112,000	\$5,000	\$4,000
65 and over	\$7,500	\$7,500	\$15,000	\$4,000	\$4,000

### Payment Examples:

1. If an insured member age 38 dies of natural causes, the beneficiary would receive \$100,000. If death is due to a covered accident, \$200,000 would be payable.
2. If the spouse or domestic partner of a 42-year-old member dies, the member would receive \$18,000.
3. If a dependent child less than age 26 dies, the payment to the member would be \$4,000.

*\*Unmarried children up to age 26 are covered, including adopted children, stepchildren, and foster children who depend on you for support. Dependents in the military service are not eligible.*

## Special features

### **Waiver of Premium**

If you are less than 60 years old and become totally disabled for at least nine months, your insurance may be continued without further premiums, as long as you furnish annual proof of your continued total disability satisfactory to Prudential.

### **Accelerated Benefit Option\***

If you are terminally ill with a life expectancy of six months or less, you may receive up to 50% of your insurance benefits—up to \$112,500 in advance. The death benefit, payable to your beneficiary, will be reduced by that amount.

### **Conversion of Coverage**

If you cease to be a member, you can convert your insurance to a Prudential individual life policy within 31 days following termination of insurance. Dependent Spouse or Domestic Partner Term Life coverage can also be converted if you cease to be a member or die.

### **Retirement Coverage**

Coverage can be continued into retirement if you are insured as an active member and will receive a benefit upon retiring. Simply authorize the retirement system to deduct your contributions from your retirement check. Your premium will remain the same regardless of your age.





**150,000** of your peers have coverage.

## Benefits summary

- Guaranteed coverage—no medical exams or questions required
- 24/7 coverage on or off the job
- Spouse and dependent coverage included
- AD&D coverage included

## Enrolling is easy

Complete the enclosed enrollment and beneficiary form, or go to the Life Plan link on your employer's website to obtain a printable copy of the form. Submit your completed enrollment form to your employer. Your employer will begin payroll deductions and forward your enrollment information to HealthSmart Benefit Solutions, Inc.

## Questions? Contact:

 **HealthSmart Benefit Solutions, Inc.**

PO Box 16346, Lubbock, TX 79490

 800.525.8056

 [NCPERS@healthsmart.com](mailto:NCPERS@healthsmart.com)

## Information about when coverage begins and ends

If you enroll within 90 days of your date of employment, you will become insured on the first day of the month following your first payroll deduction. If you enroll during the open enrollment period, your coverage begins on the first day of the month following your first payroll deduction. Your member coverage will be delayed if you are not actively at work on the coverage effective date. Instead, your coverage will begin on the date you meet the actively-at-work and other insurance requirements for covered members. Dependent coverage begins when your insurance coverage becomes effective. Coverage will end if you discontinue payments, cease to be a member of the eligible classes, or if the plan is discontinued. Refer to the Booklet-Certificate for details.

Accelerated Death Benefit option is a feature that is made available to group life insurance participants. It is not a health, nursing home, or long-term care insurance benefit and is not designed to eliminate the need for those types of insurance coverage. The death benefit is reduced by the amount of the accelerated death benefit paid. There is no administrative fee to accelerate benefits. Receipt of accelerated death benefits may affect eligibility for public assistance and may be taxable. The federal income tax treatment of payments made under this rider depends upon whether the insured is the recipient of the benefits and is considered terminally ill. You may wish to seek professional tax advice before exercising this option. This brochure describes the Group Insurance Plan in a general manner.

A Booklet-Certificate with complete plan information, including limitations and exclusions, will be provided when you enroll. If there is a discrepancy between this communication and the Booklet-Certificate issued by The Prudential Insurance Company of America, the Booklet-Certificate will govern.

NCPERS is a non-profit organization that provides education and support to public employee retirement systems. NCPERS has no role in the administration of the life insurance program, and the benefits are guaranteed solely by the insurance carrier. NCPERS is compensated solely for the use of its name, service marks, and mailing lists.

Plan arranged and managed by Gallagher Benefit Services, Inc., the employee benefits division of Arthur J. Gallagher & Co. Gallagher receives compensation for the marketing and services they provide, which is discussed and disclosed annually with NCPERS.

Group Decreasing Term Life Insurance, Dependent Group Decreasing Term Life Insurance, and Accidental Death & Dismemberment Insurance coverages are issued by The Prudential Insurance Company of America, a Prudential Financial company, Newark, NJ. Contract Series: 83500.

This AD&D policy provides ACCIDENT insurance only. It does NOT provide basic hospital, basic medical, or major medical insurance as defined by the New York State Department of Financial Services.

**IMPORTANT NOTICE—THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS.**



The plan is administered by HealthSmart Benefit Solutions, Inc. Gallagher Benefit Services, Inc. and HealthSmart Benefit Solutions, Inc. are not affiliates of Prudential.

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DATE: October 3, 2017

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> Administration Committee	<b>ORIGINATING DEPARTMENT</b> General Manager's Office
<b>ITEM</b> To Suspend the Purchasing Procedures of the Commission's By-Laws and Authorize the General Manager to enter into an Agreement to continue to use Reach HR Consulting for a two year period.	<b>APPROVAL</b>  
<p>Account Number 01- 60-628000</p> <p>An Agreement between the DuPage Water Commission and Reach HR Consulting for Human Resource Services at a rate of \$100.00 per hour, as needed. (see attached agreement). Suspending the purchasing procedures will be needed because the dollar amount may exceed the General Manager's authority level.</p> <p>The Commission will be utilizing the services of Reach HR Consulting to assist the Commission on a compensation analysis to include researching market data on Commission positions, policy development and administration, employee relations and training, and other requests as needed. This agreement will be for two years.</p>	
<b>MOTION:</b> To Suspend the Purchasing Procedures of the Commission's By-Laws and Authorize the General Manager to enter into an Agreement to continue to use Reach HR Consulting for a two year period.	

## AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this 21<sup>st</sup> day of October, 2017 between the DuPage Water Commission (the "Commission"), 600 East Butterfield Road, Elmhurst, IL 60126 and Reach HR Consulting (the "Consultant"), 2487 W. Branch Ct., Naperville, IL 60565.

1. SCOPE OF SERVICES. On an as-needed basis, to be determined by the General Manager, John Spatz, Reach HR Consulting will provide services such as:

- A. Compensation Analysis to include researching market data on Commission positions as requested
- B. Policy development and administration
- C. Employee relations and training as requested
- D. Other general Human Resources services as may be requested

2. TERM OF AGREEMENT. This Agreement shall be effective from the date set forth above and shall terminate on October 31, 2017; provided, however, that either party may terminate this Agreement prior to such date upon giving the other party fourteen (14) days advance written notice at the address set forth above for such party (or such other address as the party may specify).

3. COMPENSATION. Payment shall be to the Consultant at an hourly rate of \$100. An itemized monthly invoice based on actual work performed will be submitted by the Consultant.

4. INDEPENDENT CONSULTANT. The parties intend that an independent contractor relationship will be created by this Agreement. The Commission is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Consultant. Nothing in this Agreement is intended to, or should be construed to create an employment relationship. The Consultant shall not be considered an agent or employee of the Commission for any purpose and shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Consultant's activities in accordance with this Agreement.

5. CONFIDENTIALITY. The Consultant agrees that any information which concerns the personal, financial or other affairs of the Commission will be treated in full confidence and will not be revealed to any other persons, firms or organizations, except as otherwise required by law. Upon termination of this Agreement, the Consultant will return to the Commission all records, notes, documentation and other items that were used, created, or controlled by the Consultant.

6. EMPLOYMENT OF OTHERS. The Commission may request that the Consultant arrange for the services of others. All costs for those services will be paid by the Commission, but in no event shall the Consultant employ others without the prior authorization of the Commission. Any services requiring legal counsel may be arranged jointly by the parties.

7. INDEMNIFICATION. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Commission, its officials, agents, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses which may in anywise accrue against the Commission, its officials, agents, employees and volunteers, arising in whole or in part or in consequence of the performance of this Agreement by the Consultant, its employees, or sub Consultants, or which may in anyway result therefore, except that arising out of the sole legal cause of the Commission, its officials, agents, employees and volunteers. The Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the Commission, its officials, agents, employees and volunteers, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.

8. INSURANCE. The Consultant shall maintain commercial general liability coverage against death, bodily injury and property damage in an amount of at least \$1,000,000 combined single limit, per occurrence, \$2,000,000 aggregate, and shall include the Commission, its officers, agents and employees as additional insured. The Consultant shall also maintain workers compensation insurance in the amount required by law.

9. COMPLIANCE WITH LAWS. The Consultant shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the Equal Employment Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/2-105) and the rules and regulations of the Illinois Department of Human Rights.



10. FREEDOM OF INFORMATION ACT. The Commission is required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the Commission to provide, if requested to do so by any person, copies of documents that may be in the Consultant's possession and related to this Agreement. As a condition of this Agreement, the Consultant agrees to and shall provide to the Commission, copies of any and all such documents when directed to do so by the Commission. All such documents shall be delivered to the Commission NO LATER THAN five (5) working days after the date of the Commission's direction to provide such documents. Failure of the Consultant to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the Commission to the Consultant which shall be paid immediately by the Consultant upon demand of the same by the Commission.

11. LITIGATION. This Agreement shall be enforceable in a court of competent jurisdiction by either of the parties hereto by any appropriate action at law or in equity. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

12. ENTIRE AGREEMENT. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as herein set forth.

13. AMENDMENT. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

14. SEVERABILITY. If any article, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate and distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

15. GOVERNING LAW. This Agreement and the rights of the parties hereto shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

DUPAGE WATER COMMISSION

By: \_\_\_\_\_

Its \_\_\_\_\_

(Seal)

Attest:


By: \_\_\_\_\_  
Clerk

REACH HR CONSULTING

By: \_\_\_\_\_

Its \_\_\_\_\_

# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Pipeline
<b>ITEM</b>	<p>A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 at the October 19, 2017, DuPage Water Commission Meeting</p> <p>Resolution No. R-33-17</p>	<p><b>APPROVAL</b></p> 	

Account Number: 01-60-663100

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-33-17 would approve the following Work Authorization Orders under the Quick Response Contracts.

**Work Authorization Order No. 005 to John Neri Construction Co., Inc.** This work authorization is for the removal and replacement of one 48" diameter butterfly valve located on Douglas Road and Ogden Avenue in the City of Downers Grove.

It is presumed that at some point in time the valve's shaft, the disc, or the pins connecting the disc to the shaft, failed. This essentially separated the disc from the rest of the valve's rotating assembly leaving the valve inoperable and fixed in the closed position.

Staff solicited estimates for the installation of a new valve from its QR-11/17 Contractors and the results of those estimates are listed in the table below.

<b>Contractor</b>	<b>Estimate</b>
John Neri Construction Co., Inc.	\$138,500.00
Rossi Contractors Inc.	\$198,450.00

Approval of Resolution R-33-17 would approve Work Authorization Order Number 5 to John Neri Construction Co., Inc. for the work necessary to install a 48" diameter butterfly valve at Douglas Road and Ogden Avenue in the City of Downers Grove at an estimated cost of \$ 138,500.00.

**MOTION:** To adopt Resolution No. R-33-17

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R- 33-17

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN WORK AUTHORIZATION ORDERS  
UNDER QUICK RESPONSE CONTRACT QR-11/17 AT THE  
OCTOBER 19, 2017 DUPAGE WATER COMMISSION MEETING

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

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

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

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

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

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Exhibit 1

**WORK AUTHORIZATION ORDER**

**SHEET 1 OF 2**

**CONTRACT QR-10/13: QUICK RESPONSE CONTRACT**

**WORK AUTHORIZATION ORDER NO.: QR-11.005**

**LOCATION:**

Douglas Road and Ogden Avenue in the City of Downers Grove.

**CONTRACTOR:**

John Neri Construction Co., Inc.

**DESCRIPTION OF WORK:**

Provide and maintain traffic and pedestrian controls; dewater isolated section of main; remove existing valve, pipe, fittings and spoil materials; install new valve, pipe sections, fittings, and restrain joints where necessary; backfill the excavation with suitable excavated and/or virgin materials; disinfect the isolated section of 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 replace an inoperative 48" diameter butterfly valve.

**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:**

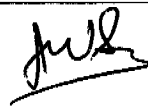


By: \_\_\_\_\_ Safety Rep: \_\_\_\_\_  
Signature of Authorized Name and 24-Hr Phone No.  
Representative

DATE: \_\_\_\_\_



DATE: October 6, 2017

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Instrumentation/ Remote Facilities
<b>ITEM</b>	A Resolution Directing Advertisement for Bids on a Contract for Quick Response Electrical Work (Contract QRE-8/17)  Resolution No. R-34-17	<b>APPROVAL</b>	  
Account Number: 01-60-656000 and 01-60-663300			
<p>The Commission entered into agreements dated December 29, 2015, with McWilliams Electric Co. Inc. and with Windy City Electric Co. for quick response electrical work as needed at the pump station and remote facilities through the issuance of Work Authorization Orders (Contract QRE-7/15). Contract QRE-7/15 expires December 31, 2017, and staff desires to continue to retain stand-by contractors to perform electrical work that the Commission is unable to perform through its own personnel and with its own equipment. Resolution No. R-34-17 would authorize the advertisement for bids on Contract QRE-8/17 for quick response electrical work through December 31, 2019, and would establish all requirements necessary for the bidding, for the awarding of the contract(s), and for the approval of the contractor's/contractors' bonds, all as required by state statute.</p> <p>Approval of this resolution does not authorize the work or any expenses other than the costs associated with the publication of advertisements as required by the Water Commission Statute.</p>			
<b>MOTION:</b> To approve Resolution No. R-34-17.			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-34-17

A RESOLUTION DIRECTING ADVERTISEMENT  
FOR BIDS ON A CONTRACT FOR  
QUICK RESPONSE ELECTRICAL WORK CONTRACT QRE-8/17  
AT THE OCTOBER 19, 2017, DuPAGE WATER COMMISSION MEETING

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

SECTION ONE: Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids for the contract entitled "Quick Response Electrical Contract — QRE-8/17" (the "Contract") in accordance with the requirements of 65 ILCS 5/11-135-5.

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

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

SECTION FOUR: Awarding of Contracts. The Commission will award one or more Contracts to a bidder or bidders whose proposal is found to be in the best interests of the Commission. The bidder(s) who is to receive an award shall be determined in accordance with Article VIII of the Commission By-Laws and the General Instructions to Bidders substantially in the form attached hereto as Exhibit B.

Resolution No. R-34-17

SECTION FIVE: Approval of Bonds. The approval of contractors' faithful performance bonds shall be subject to the requirements set forth under the subheading "Bonds" in the Invitation for Bids attached hereto as Exhibit A.

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board/Resolutions/R-34-17.docx

EXHIBIT A

**DuPAGE WATER COMMISSION  
QUICK RESPONSE ELECTRICAL CONTRACT  
Contract QRE-8/17**

1. **Invitation to Bid**

The DuPAGE WATER COMMISSION (the "Commission") will receive sealed proposals until 1:00 p.m., local time, November 30, 2017, at the office of the Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, for quick response electrical emergency work related to the Commission's Waterworks System, in accordance with the Specifications prepared by the Commission and any drawings from time to time prepared by the Commission during the term of the Contract, at which time or as soon thereafter as possible, all bids will be publicly opened and read aloud.

2. **Contract Documents**

The Contract Documents, as may be modified by Addenda, consist of the following component parts, all of which are by this reference made a part hereof as though fully set forth herein: the Invitation for Bids; the General Instructions to Bidders; the Work Authorization Order(s), if any; the General Conditions of Contract; the Specifications, and the Contract Drawings, if any; the Bidder's Proposal, including the Work History Statement; and the Contract Agreement. The Contract Documents may be examined at the office of the Commission. A copy of the Contract Documents may be purchased at the offices of the Commission upon payment of \$25.00 per set, which fee is nonrefundable. Persons requesting documents to be sent by mail shall include an additional \$10.00 per set to cover postage and handling. Please contact Jenessa Rodriguez or Veronica Butler at (630) 834-0100, weekdays between 7:30am and 4:30pm to obtain a bid package. Questions may be directed to John Schori at (630) 834-0100 weekdays between 7:00am and 3:30pm.

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

Each Bidder's Proposal shall be accompanied by a bid security of at least \$25,000 as specified in the Contract Documents. The successful bidder(s) will be required to furnish Bonds and Certificates and Policies of Insurance in accordance with the Contract Documents at the Closing.

4. **Pre-Bid Conference**

A pre-bid conference of all prospective Bidders and/or their representatives shall be held at Owner's office listed above on November 14, 2017, at 10:00 a.m. All prospective Bidders and/or their representatives are strongly encouraged to attend the pre-bid conference.

5. **Prevailing Wage**

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

DATED this 1st day of November, 2017.

DuPAGE WATER COMMISSION

By: /s/ John Spatz  
General Manager

EXHIBIT B

## GENERAL INSTRUCTIONS TO BIDDERS

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#### 1. Introductory Information; Examination of Contract Documents

(a) The Commission. The Commission is a county water commission, duly organized and existing under the laws of the State of Illinois. The Commission provides its Charter Customers and other customers in the DuPage County area with a common source of supply of water from Lake Michigan. The Commission purchases treated lake water from the City of Chicago, who delivers the water to the Commission in the City of Chicago, and the water is then transported from the City of Chicago to and throughout the DuPage County area. A general plan depicting the Commission's Waterworks System is included as an Appendix to the Contract Documents.

(b) Contract Documents. Prospective bidders shall, before submitting a bid, carefully examine the Contract Documents, which consist of the Invitation for Bids, General Instructions to Bidders, Work Authorization Order(s), if any, the General Conditions of Contract, Specifications and the Contract Drawings, if any, the Bidder's Proposal, including the Work History Statement, and the Contract Agreement, all as may be modified by Addenda, and all of which contain provisions applicable not only to any successful bidder but also to any Subcontractors of a successful bidder.

Special attention shall be given to the cost and feasibility of the procedures necessary for maintenance of a successful bidder's ability to meet minimum response times and uninterrupted operations; the need to interrupt operations for any reason; the

availability and cost of labor; and the availability and cost of facilities for transportation, handling and storage of materials and equipment.

(c) Work Authorization Orders. The Commission may award a Contract to more than one bidder. The Commission shall not be obligated to issue any Work Authorization Orders under any Contract awarded. The Commission reserves the right to select which Contract, among any of the Contracts awarded, under which any such Work Authorization Order shall be issued. The Commission further reserves the right, in the exercise of its sole discretion, but shall not be obligated, to direct a successful bidder to use Commission supplied appurtenances or other materials in the performance of any Work ordered pursuant to a Work Authorization Order. Bidders shall not, after submission of their proposal, dispute or complain nor assert that there was any misunderstanding in regard to the nature or the amount of Work to be done.

(d) Representation and Warranty of Bidder. All prospective bidders submitting a proposal expressly represent and warrant that by virtue thereof they have had an adequate period of time to conduct the independent investigation required by these Instructions during the bid period.

(e) Remedies for Failure to Comply. Any successful bidder will be responsible for all errors in its proposal resulting from bidder's failure or neglect to comply with these Instructions. No extra compensation will be allowed by reason of any such errors or by reason of any matters or things concerning which bidder failed or neglected to inform itself prior to bidding. The Commission will, in no case, be responsible for any additional compensation or any change in anticipated profits from such errors, failures or neglect and any successful bidder shall bear all costs associated therewith or arising therefrom.

## 2. Interpretation of Contract Documents

(a) Addenda. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, bidder may submit to the Commission a written request for an interpretation thereof at least ten (10) calendar days before the scheduled opening of bids. The person submitting the request will be responsible for its prompt delivery.

Any interpretation of the Contract Documents will be made only by Addendum duly issued or delivered by the Commission to each person receiving a set of the Contract Documents.

All Addenda issued prior to the opening of bids shall become a part of the Contract Documents.

Those questions not resolved by an Addendum shall not be considered valid questions.

(b) Informal Responses. The Commission will not give oral answers to any inquiries regarding the meaning of the Contract Documents or oral instructions prior to the award of the Contract nor any indication as to the validity of any inquiry. Any oral



statement regarding same by any persons, prior to the award, shall not be binding, shall be deemed to be unauthorized and given informally for the information and convenience of bidder, shall not be guaranteed and shall not be relied upon by any bidder. Bidder hereby agrees that such information shall not be used as a basis of, nor shall the giving of any such information entitle bidder to assert, any claim or demand against the Commission, its officers, employees, agents, attorneys or engineers on account thereof.

3. **Prevailing Wages**

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. A copy of the Commission's "Ordinance Ascertaining the Prevailing Rate of Wages in DuPage County and Cook County," in effect as of the date of the Invitation for Bids, is attached to the Contract Documents as an Appendix. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

4. **Taxes**

The Commission is exempt from state and local sales and use taxes and certain federal excise taxes. A letter of exemption will be provided to any bidder to whom a Contract is awarded, if necessary. The Commission will not reimburse nor assist any successful bidder in obtaining reimbursement for any state or local sales, use or excise taxes paid by that successful bidder. Successful bidders shall be required to reimburse the Commission for any such taxes paid, all as is more specifically provided in the General Conditions.

Any other applicable taxes, including without limitation employment taxes (F.I.C.A, Federal Unemployment Compensation taxes, State Unemployment Compensation taxes, etc.), shall be incidental to, and included within, the rates and fees stated in proposals.

5. **Preparation of Bidder's Proposal**

A bid on the Work shall be made only on the blank proposal form furnished by the Commission and included in the Contract Documents. Entries on the bidder's proposal form shall be typed or legibly written in ink. Bid prices are to be written by words and/or by figures as provided on the blank proposal form included in the Contract Documents, and in case of any conflict, words will prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A proposal may be rejected if it does not contain a requested price for each and every item named in the proposal or may be interpreted as bidding "no charge" to the Commission for any item left blank.

Bidders are warned against making alterations of any kind, and proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to the Commission.

Proposals that are not submitted on the proposal form included in the Contract Documents or that are separated from the Contract Documents may be rejected.

The bidder shall staple, or otherwise bind into the Contract Documents submitted, a copy of each Addendum issued for the Contract Documents during the bidding period and include on the proposal a listing of such Addenda where required. Proposals that fail to comply with this Instruction may be rejected.

All bidders submitting a proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing proposals found in Section 6 of these Instructions are complied with. However, proposals that fail to comply with Section 6 of these Instructions may nevertheless be rejected as provided for therein.

If a deficiently prepared proposal is not rejected, the Commission may demand correction of any deficiency and award a Contract to the bidder upon satisfactory compliance with this Instruction.

#### 6. **Requirements for Signing Proposals**

The following requirements must be observed in the signing of proposals:

- (a) **Individuals.** Proposals that are signed for an Individual shall be signed by such individual or signed by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the proposal a power of attorney evidencing authority to sign the proposal, executed by such individual.
- (b) **Partnerships.** Proposals that are signed for a Partnership shall have the correct Partnership name thereof, State of registration, address of its principal place of business, and shall be signed by all of the General Partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the proposal a power of attorney evidencing authority to sign the proposal, executed by all of the General Partners.
- (c) **Corporations.** Proposals that are signed for a Corporation shall have the correct corporate name thereof, State of incorporation, address of its principal place of business, and the signature of the President or other authorized officer of the Corporation, manually written below the corporate name following the word "By: \_\_\_\_\_." A certified copy of a resolution of the Board of Directors evidencing the authority of the official signing the proposal to sign the proposal shall be attached to it. The proposal shall also bear the attesting signature of the Secretary or Assistant Secretary of the Corporation.
- (d) **Joint Ventures.** Proposals that are signed for a Joint Venture shall have the correct joint venture name thereof, address of its principal

place of business and date of joint venture agreement and shall be signed by each signator of the joint venture agreement in accordance with the applicable provisions of (a), (b) and (c) above.

Proposals that fail to comply with this Instruction may be rejected, or, if not rejected, the Commission may demand correction thereof and award a Contract to the bidder upon satisfactory compliance with this Instruction.

7. **Bid Security**

(a) **Requirement; Deficiencies.** A Bid Bond, Cashier's Check or Certified Check drawn on a solvent bank and insured by the Federal Deposit Insurance Corporation and payable without condition to the Commission, for not less than Twenty-Five Thousand Dollars (\$25,000.00), shall accompany each proposal. The Bid Bond shall be in a form satisfactory to the Commission from a surety company meeting the requirements set forth below with respect to Performance and Labor and Material Payment Bonds. Proposals may be rejected unless accompanied by a Bid Bond, Cashier's Check or Certified Check as set forth in the preceding sentence, as a guaranty that (i) if bidder is determined to be one of the "most favorable bidders" (see Section 13(b) below), bidder will submit all additional information requested by the Commission, and (ii) if the bid is accepted, bidder will timely execute the Contract Agreement. If a proposal with deficient bid security is not rejected, the Commission may demand correction of any deficiency and award a Contract to bidder upon satisfactory compliance with this Instruction.

(b) **Return of Bid Securities.** Bid securities submitted in the form of Cashier's Checks or Certified Checks will be returned to all except the "most favorable bidders" within five (5) workdays after the opening of bids, and to the "most favorable bidders" within five (5) workdays after execution of a Contract Agreement by the Commission for all Contracts awarded. Bid Bonds will not be returned unless otherwise requested by the bidder.

(c) **Liquidated Damages.** If a "most favorable bidder" fails to timely submit all additional information requested by the Commission, or if a successful bidder fails to timely execute the Contract Agreement, it will be difficult and impracticable to ascertain and determine the amount of damage that the Commission will sustain by reason of such failure. For such reason, it is agreed that, at the Commission's option, bidder shall pay to the Commission, as liquidated damages and not as a penalty, the entire amount of the bid security in full settlement of all damages, or the Commission shall be entitled to exercise any and all equitable remedies it may have against the defaulting bidder for specific performance. Bidder, by submitting a proposal, specifically agrees to this provision.

8. **Surety and Insurance Commitments**

Proposals may be rejected unless accompanied by:

- (i) A letter from a surety company, licensed to do business in the State of Illinois with a general rating of A minus or better and a financial

size category of Class X or better in Best's Insurance Guide, stating that it will execute a Performance Bond and a Labor and Material Payment Bond, each in the penal sum of Fifty Thousand Dollars (\$50,000.00) in the form included with the Contract Documents upon award of the Contract to the bidder.

- (ii) A letter from the bidder's insurance representative certifying that said insurer has read the insurance requirements set forth in the Contract Documents and will issue the required policies at the time requested upon award of the Contract to the bidder.

If a proposal deficient in required surety and insurance commitments is not rejected, the Commission may demand correction of any deficiency and award a Contract to the bidder upon satisfactory compliance with this Instruction.

#### 9. **Filing of Proposal**

One copy of each proposal, properly signed, together with the bid security, surety and insurance commitment letters and all other documents required to be bound thereto, shall be enclosed in a sealed envelope or package addressed and delivered to the office designated in the Invitation for Bids. Sealed envelopes or packages containing proposals shall be identified as such and shall be marked with the title of the Contract and the bidder's full legal name. Any documents designated in the proposal form, including any Addenda officially issued by the Commission, will be considered part of the proposal whether attached or not. The proposal shall not be removed from these bound documents.

#### 10. **Withdrawal of Proposal**

Any proposal may be withdrawn at any time prior to the opening of bids, provided that a request in writing, executed by the bidder in the manner specified in Section 6 of these Instructions, for the withdrawal of such bid is filed with the Commission prior to the opening of bids. The withdrawal of a bid prior to bid opening will not prejudice the right of the bidder to file a new proposal. No proposal may be withdrawn without the consent of the Commission for a period of sixty (60) calendar days after the opening of bids. Any proposal may be withdrawn at any time following the expiration of the sixty (60) calendar day period set forth above, provided that a request in writing, executed by the bidder in the manner specified in Section 6 of these Instructions, for the withdrawal of such bid is filed with the Commission after the sixtieth day following bid opening. If no such request is filed, the bid acceptance date shall be deemed extended until such a request is filed or the Commission executes all Contracts awarded hereunder.

#### 11. **Public Opening of Proposals**

Proposals will be opened and the prices bid will be read aloud publicly at the time and place indicated in the Invitation for Bids or as soon thereafter as possible. Bidders or their agents are invited to be present.

## 12. Confidentiality

The Commission shall not disclose, outside the bidding process, at any time, either during or subsequent to the bidding process, nor permit any of its employees, agents or representatives to so disclose, any information, knowledge or data of bidder that the Commission receives or obtains during the bidding process relating to business, commercial or financial information or other confidential or proprietary matters of bidder, unless such disclosure will not cause competitive harm, or such confidential information was actually known to the Commission, its employees, agents or representatives prior to submission of any proposal, or was properly obtained or evolved independently therefrom, or bidder consents to such disclosure. Bidder shall identify any information submitted in the bidding process that is considered by it to be confidential or proprietary. Notwithstanding the foregoing, bidder, by its submission of a proposal, acknowledges that the Commission is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by the Commission pursuant to such Act shall be deemed to violate this paragraph.

## 13. Qualification of Bidders

(a) Factors. Price shall not be the dominant factor in making any awards but, rather, it is the intention of the Commission to award one or more Contracts to bidders who furnish satisfactory evidence that they understand the scope of the Work under this Contract and that they have the requisite experience, ability, capital, facilities, plant, organization and staffing to enable them to commence the Work within the minimum response time set forth in the Contract Documents and to perform the Work successfully and promptly.

(b) Most Favorable Bidders. A preliminary determination as to eligibility of up to three bidders (herein referred to as "the most favorable bidder(s)") who shall be eligible for further consideration shall be made on the basis of the dollar amount of the bids, the Commission's prior experience with the bidders, the Commission's knowledge of the bidders' performance on other relevant projects, and all other relevant facts or matters mentioned in the Contract Documents or that the Commission may legally consider in making its determination. The making of such a preliminary determination shall not waive the Commission's right to reject any and all bids nor waive such other rights as are set forth in Section 15 of these Instructions.

For purposes of making such a preliminary determination and no other purpose, the dollar amount of the bids shall be calculated based upon the applicable rates and fees set forth in each Bidder's Proposal for theoretical projects based on the actual annual average of the last four years of QRE work, and does not predict the amount of work for the future. The non-emergency project costing \$75,000 before markup and an emergency project costing \$10,000 before markup, and insurance and bond costs for one year, and shall be deemed to be the sum of W, X, and Z, where:

"W" equals NEA + NEB + NEC



workdays after receipt of any such request or within such longer period as the Commission may specify in its request. Failure to so answer shall be grounds for the imposition of liquidated damages at the Commission's option, all as is more specifically set forth in Section 7 above.

14. **Disqualification of Bidders**

(a) **More Than One Proposal.** More than one proposal for the Work described in these Contract Documents from an individual, firm or partnership, a corporation or an association under the same or different names, may not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the Work contemplated may cause the rejection of all proposals in which such bidder is interested.

(b) **Collusion.** If there are reasonable grounds for believing that collusion exists among the bidders, the proposals of the participants in such collusion will not be considered.

(c) **Default.** If a bidder is or has been in default on a contract with the Commission or in the payment of monies due the Commission, its proposal will not be considered.

(d) **Deficiencies.** The Commission expressly reserves the right in its sole and absolute discretion to disqualify bidders if:

- (i) the proposal does not contain a price for each pay item requested,
- (ii) the proposal form is other than that furnished by the Commission or if the form is altered or any part thereof detached,
- (iii) there are omissions, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning, including, but not limited to, conditional surety and insurance commitment letters and unsigned or improperly signed proposals,
- (iv) the bidder adds any provisions reserving the right to accept or reject an award or to enter into a contract pursuant to award, or
- (v) if the proposal is prepared with other than ink or typewriter.

If the deficient bidder is not disqualified, the Commission may demand correction of any deficiency and award a Contract to the bidder upon satisfactory compliance with these General Instructions to Bidders.

15. **Award of Contract**

(a) **Reservation of Rights.** The Commission reserves the right to accept any proposal that is, in its judgment, the best bid(s) and most favorable to the interests of the

Commission and to the public; to reject the low bid; to accept more than one bid; to reject any and all bids; to accept and incorporate corrections, clarifications or modifications following bid opening when to do so would not, in the Commission's opinion, prejudice the bidding process or create any improper advantage to any bidder; and to waive irregularities and informalities in any proposal submitted or in the bidding process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities and bidders should not rely upon, or anticipate, such waivers in submitting their proposals. Proposals received after the specified time of opening will be returned unopened.

(b) Offers. All bids are offers only and no bids shall be deemed rejected, notwithstanding acceptance of any bid, until a Contract Agreement has been executed by the Commission and any and all successful bidders.

(c) Time of Award. It is expected that the award of the Contract, if it be awarded, will be made within sixty (60) calendar days following the opening of bids. Should administrative difficulties be encountered after bid opening, including the annulment of any award, that may delay an award or subsequent award beyond the sixty (60) day period, the Commission may accept any bid for which the bid acceptance date has been extended as provided in Section 10 of these Instructions in order to avoid the need for readvertisement. No bidder shall be under any obligation to extend the period. Failure of one or more of the bidders or their sureties to extend the period shall not prejudice the right of the Commission to accept any bid for which the period has been extended.

#### 16. Effective Date of Award

If one or more Contracts are awarded by the Commission, an award shall be effective when a Notice of Award in the form included in the Contract Documents has been issued to the applicable successful bidder. The Notice of Award shall set forth the Closing Date, by which date all conditions precedent to execution of the Contract Agreement as defined in Section 18(b) below shall be completed, unless extended as provided below. Five copies of the Contract Documents will be prepared by the Commission and submitted with the Notice of Award.

#### 17. Penalty for Collusion

If at any time it shall be found that any person, firm or corporation to whom a Contract has been awarded has, in presenting any bid or bids, collided with any other party or parties, then the successful bidder and its sureties shall be liable to the Commission for all loss or damage that the Commission may suffer thereby, and any Contract so awarded shall, at the Commission's option, be null and void.

#### 18. Closing

(a) Closing Date. The successful bidder(s) shall satisfactorily complete all conditions precedent to Closing within fourteen (14) calendar days following the effective date of award or within such extended period as the Commission may, in the exercise of



its sole discretion, authorize, either before or after issuance of the Notice of Award. See Section 16 above. The "Closing Date" shall be the date set forth in the Notice of Award, or such extended date as the Commission may, in the exercise of its sole discretion, authorize thereafter.

(b) Conditions Precedent to Closing. The successful bidder(s) shall date all copies of the Contract Agreement as of the Closing Date set forth in the Notice of Award and shall duly execute them in accordance with the provisions of Section 6 above. The successful bidder(s) shall insert five executed copies of the Power(s) of Attorney or authorizing resolution(s), if any.

Failure to timely file the executed Contract Agreement, the authorizing resolution(s), or the Power(s) of Attorney shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 7 above. If the submitted Contract Agreement fails to comply with the Contract Documents or is not timely filed, the Commission may, in its sole discretion, annul the award or allow the successful bidder an opportunity to correct the deficiencies. In no event will the Commission execute the Contract Agreement until any and all such deficiencies have been cured or the Commission has received adequate assurances of complete and prompt performance as determined by the Commission.

(c) Closing. At the Closing, and provided that all documents required to be filed prior to the Closing have been reviewed and determined by the Commission to be in compliance with the Contract Documents or adequate assurances of complete and prompt performance have been received, the Commission shall execute all copies of Contract Agreement, retain three copies of the completed Contract Documents, and tender two copies to the successful bidder(s) at the Closing. Any successful bidder or its agent are invited to be present at the Closing.

#### 19. Failure to Close

(a) Annulment of Award. Failure of a successful bidder to comply with the conditions precedent to Closing shall be just cause for the annulment of the award.

(b) Subsequent Awards. Upon annulment of an award, the Commission may then award a Contract to any other bidder as the Commission, in its judgment, deems to be in its best interest, advertise anew for bids, or forego obtaining a replacement.

#### 20. Time of Starting and Completion

(a) Commencement. Work shall generally be required to be commenced within twenty-four (24) hours following issuance of any Work Authorization Order by the Commission. Longer or shorter response times may be required depending upon the urgency with which the Work is desired to be performed. The successful bidder or bidders shall not dispute or complain of any minimum response times set forth in any Work Authorization Order nor shall any minimum response times set forth in any Work Authorization Order constitute the basis of a claim for damages or entitle the successful

bidder or bidders to any compensation or damages therefore, other than as reflected in the rates and fees bid.

(b) Completion. Work shall be diligently and continuously prosecuted to completion. With respect to Work Authorization Orders with a minimum response time of three (3) hours or less, the Work ordered shall be deemed to be "Priority Emergency Work" requiring Work to be prosecuted twenty-four hours per day until completion and entitling the successful bidder to the additional compensation set forth in Paragraph D, entitled "For Priority Emergency Work," of the Bidder's Proposal.




(c) Coordination and Delays. Bidders are directed to the fact that the Work to be done under this proposal is only a part of constructing and maintaining a water supply system from the City of Chicago to the Commission's Charter Customers and others located throughout DuPage County, that contracts have been or will be let for other portions of the Commission's Waterworks System, and that the successful operation of the Commission's Waterworks System is dependent upon the completion of the Work under this proposal being coordinated with the work to be done by others. It is essential that all parties interested in the Commission's Waterworks System cooperate, but the Commission cannot guarantee that no interference or delay will be caused by reason of work being performed by others. Prospective bidders may examine at the office of the Commission available specifications, drawings and data regarding materials and equipment to be furnished and work to be performed under separate contracts awarded by the Commission. Interference and delay shall not be the basis of claims against the Commission.

## 21. Non-Discrimination

The successful bidder(s) shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101 *et seq.*, and the provisions of 775 ILCS 10/1 *et seq.* as though they were inscribed upon the face of the Contract Documents and such provisions are by this reference incorporated herein and made a part hereof.

DATE: October 9, 2017

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Operations
<b>ITEM</b>	A Resolution Directing Advertisement for Bids on a Contract for Hot Water Heater Replacement  Resolution No. R-37-17	<b>APPROVAL</b>   	
Account Number: 01-60-771200			
<p>R-37-17 appears on the agenda seeking authorization for advertisement for bids on a Contract for Hot Water Heater Replacement, and would establish all requirements necessary for the bidding, for the awarding of the contract, and for the approval of the contractor's bonds, all as required by state statute.</p> <p>The existing hot water heater located at the DuPage Pumping Station is at the end of its useful lifecycle.</p> <p>This project is being undertaken as a direct Engineer's recommendation in the 2014/2015 Condition Assessment and was included in the FY-17/18 Management Budget as a Capital Improvement Project.</p> <p>There is no cost component for this action.</p>			
<b>MOTION:</b> To adopt Resolution No. R-37-17			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-37-17

A RESOLUTION DIRECTING ADVERTISEMENT  
FOR BIDS ON A CONTRACT FOR  
HOT WATER HEATER REPLACEMENT

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

SECTION ONE: Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids on a Contract for Hot Water Heater Replacement (the "Contract") in accordance with the requirements of 65 ILCS 5/11-135-5.

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

SECTION THREE: Requirements for Bidding. Sealed envelopes or packages containing proposals for the performance of the Contract shall be submitted to the Commission in accordance with the "Delivery of Proposals" attached hereto as Exhibit A and by this reference incorporated herein and made a part hereof.

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

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

Resolution No. R-37-17

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

EXHIBIT A

# Resolution No. R-37-17

## DUPAGE WATER COMMISSION REQUEST FOR PROPOSALS

### OWNER:

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

Owner will receive sealed proposals for the Work generally described as follows:

### CONTRACT FOR HOT WATER HEATER REPLACEMENT

TO BE SUBMITTED TO DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, Attention John F. Spatz, Jr., General Manager, BEFORE 1:00 P.M., December 7, 2017.

### INSTRUCTIONS TO BIDDERS

#### Work Site

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

#### The Bid Package

The Bid Package consists of the following documents, all of which are by this reference made a part of this Request for Proposals as though fully set forth herein: Request for Proposals; Addenda, if issued; Bidder's Contract/Proposal, including all of its Attachments and Appendices, if any; Other Information Submitted by Bidder, if requested; and Owner's Notification of Acceptance.

#### Inspection and Examination

A copy of the Bid Package may be obtained at the office of Owner as listed above. In making copies of the Bid Package available to prospective Bidders, Owner does so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

Each prospective bidder shall, before submitting its proposal, carefully examine the Contract/Proposal form attached to this Request for Proposals. Each bidder shall also inspect in detail the Work Site described in the Contract/Proposal form and the surrounding area and shall familiarize itself with all conditions under which the Work is to be performed; with the obstacles, unusual conditions, or difficulties that may be encountered, whether or not referred to in the Contract/Proposal; and with all other relevant matters concerning the Work Site and the surrounding area. The bidder whose Contract/ Proposal is accepted will be responsible for all errors in its proposal, including those resulting from its failure or neglect to make a thorough examination and investigation of the Contract/Proposal, and the conditions of the Work Site and the surrounding area.

A pre-bid conference of all prospective Bidder's and/or their representatives shall be held at Owner's office listed in this Request for Proposals on November 21, 2017, at 1:00 p.m. All prospective Bidder's and/or their representatives are encouraged to attend the pre-bid conference. A valid government issued photo ID is required to enter the facility.

#### Preparation of Proposals

All proposals for the Work shall be made only on the blank Contract/Proposal form attached to this Request for Proposals, and shall be complete with a price for each and every item named in the Schedule of Prices attached to the Contract/Proposal form as Attachment A. All proposals shall be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

The work furnished under this contract, and all of its components, shall be provided, performed, and completed in compliance with all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq.

#### Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this Request for Proposals, contact Michael Weed, Operations Supervisor, at 630-834-0100 between the hours of 7:00 AM and 3:30 PM.

#### Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

#### Opening of Proposals

Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

## Resolution No. R-37-17

### Withdrawal of Proposals

No proposal shall be withdrawn for a period of 60 days after the opening of any proposal.

### Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

### Acceptance of Proposals

Proposals are being solicited pursuant to, and will be acted upon, in accordance with Article VIII, Section 5 of the Owner's By-Laws. Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Owner shall notify the successful Bidder of the acceptance of its proposal by the transmission of the Acceptance in the form attached to the Contract/Proposal as Attachment E. Upon the transmission of the Acceptance by the Owner, the Contract Documents shall become the contract for the Work.

DATED this 9<sup>th</sup> day of October, 2017.

DUPAGE WATER COMMISSION

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



DuPAGE WATER COMMISSION

CONTRACT/PROPOSAL

CONTRACT FOR HOT WATER HEATER REPLACEMENT

Full Name of Bidder \_\_\_\_\_ ("Bidder")  
 Principal Office Address \_\_\_\_\_  
 Local Office Address \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Telephone Number \_\_\_\_\_

TO: DuPage Water Commission ("Owner")  
 600 East Butterfield Road  
 Elmhurst, Illinois 60126-4642  
 Attention: John F. Spatz, Jr.  
 General Manager

*Bidder warrants and represents that Bidder has carefully reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. \_\_\_\_\_ [if none, write "NONE"], which are securely stapled to the end of this Contract/Proposal.*

*Terms defined in the Request for Proposals shall have the same meanings in all Contract Documents, including this Contract/Proposal, as ascribed to those terms in the Request for Proposals.*

**1. Work Proposal**

A. Contract and Work. Upon the transmission of the Owner's written notification of Acceptance in the form included herein as Attachment E, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the remaining Contract Documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, and the remaining Contract Documents, following acceptance of this Contract/Proposal by Owner, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items.
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Insurance. Procure all insurance specified in this Contract/Proposal;

4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the Specifications attached hereto and by this reference made a part of this Contract/Proposal as Attachment A. No provision of any referenced standard, specification, manual, or code shall change the duties and responsibilities of Owner or Bidder from those set forth in these Contract Documents.

C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of these Contract Documents and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all

## Resolution No. R-37-17

Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or these Contract Documents. Work so rejected may be returned or held at Bidder's expense and risk.

### 2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

#### A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the actual number of acceptable units of Unit Price Items listed in the Schedule of Prices attached hereto as Attachment A by the Unit Price set forth the Schedule of Prices attached hereto as Attachment A for such Unit Price Item.

#### B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately.

#### C. VALUE OF WORK

It is expressly understood and agreed that the value of the Work shall be determined as follows:

1. The value of Work shall be determined by Owner on the basis of the actual number of Unit Price Items acceptable to the Owner multiplied by the applicable Unit Price set forth in the Schedule of Prices attached hereto as Attachment A.
2. The Contract Price shall be adjusted to reflect the actual number Unit Price Items acceptable to Owner upon final acceptance of the Work by Owner.

#### D. TIME OF PAYMENT

Owner shall pay to Bidder the value of Work, determined in the manner set forth above. Payment shall be in an amount equal to the sum of the number of acceptable units delivered multiplied by the per unit price and shall be made within sixty (60) days of the acceptance of the units.

### 3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following Owner's acceptance of this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work not later than 120 calendar days following the Commencement Date.

### 4. Financial Assurance

- A. Bonds. Contemporaneous with Contractor's execution of this Contract/Proposal, if this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and financial size category of Class X or better in Best's Insurance guide, each in the penal sum of the Contract Price ("Bonds") within 10 days following Owner's acceptance of the Contract/Proposal. Contractor shall, at all times while providing, performing, or completing the Work including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 6 of the Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.
- B. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder will procure and maintain such insurance as will cover and include the entire obligation assumed by Bidder under the Contract Documents, as well as public liability insurance, including contractual liability, contractors liability and protective liability, automobile liability insurance, including non-owned automobile liability,

## Resolution No. R-37-17

and Workmen's Compensation and employer's liability insurance as will adequately protect Owner, the Work, and other property and persons against all damages, liability claims, losses and expenses (including attorney's fees) which may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

C. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder 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 Bidder's performance of, or failure to perform, the Work or any part thereof.

### 5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Proposal within 60 days after the date this sealed Contract/Proposal is opened.

### 6. Bidder's Representations and Warranties

In order to induce Owner to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal and these Contract Documents, including, without limitation, the performance standards set forth in Section 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and these Contract Documents and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder shall, promptly and without charge, correct any failure to fulfill the above warranty at any time within two years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract/Proposal, the Contract Documents or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific

obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract/Proposal and the Contract Documents.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the Bidder has an obligation to check the Department's website for revisions to prevailing wage rates. For more information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this Contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government for any reason, including without limitation as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 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. Bidder is not 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 Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

## Resolution No. R-37-17

### 7. Acknowledgments

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal and related Contract Documents.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and the remaining Contract Documents including those terms contained in Owner's written notification of Acceptance attached hereto as Attachment E.

D. Remedies. In the event of a breach or violation of any term or condition of this Contract/Proposal or any of the other Contract Documents, Owner shall have recourse through any remedy available at law or in equity and all such remedies shall be cumulative.

E. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Proposal or other Contract Document; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal or other Contract Document; or of any remedy, power, or right of Owner.

F. Severability. The provisions of this Contract/ Proposal together with the other Contract Documents shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal together with the other Contract Documents 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/Proposal or other Contract Documents shall be in any way affected thereby.

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

H. Assignment. Neither this Contract/Proposal or other Contract Documents, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

I. Governing Law. This Contract/Proposal and other Contract Documents and the rights of the parties under this Contract/Proposal and other Contract Documents shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal or other Contract Documents shall be deemed to be inserted herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**PROPOSAL**

Bidder's Status: ( ) \_\_\_\_\_ Corporation ( ) \_\_\_\_\_ Partnership ( ) Individual Proprietor  
(State) (State)

Bidder's Name: \_\_\_\_\_

Doing Business As (if different): \_\_\_\_\_

Signature of Bidder or Authorized Agent: \_\_\_\_\_

(corporate seal) Printed Name: \_\_\_\_\_  
(if corporation)

Title/Position: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Bidder's Business Address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's Business Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS

Resolution No. R-37-17

**Attachment A**

**SCHEDULE OF PRICES**

**[TO BE DEVELOPED]**

**Attachment B**

**SCOPE OF WORK**

**[TO BE DEVELOPED]**

**Attachment C**  
**SPECIFICATIONS**  
**[TO BE DEVELOPED]**



**Attachment D**

**DRAWINGS**  
**[TO BE DEVELOPED]**

**Attachment E**

**ACCEPTANCE**

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the DuPage Water Commission ("Owner") this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

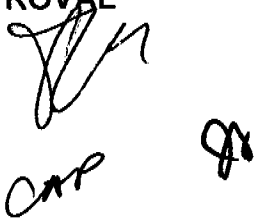
**DUPAGE WATER COMMISSION**

By: \_\_\_\_\_

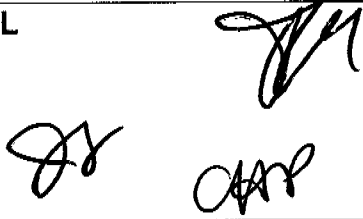
John F. Spatz, Jr.  
General Manager

DATE: October 11, 2017

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Operations
<b>ITEM</b>	A Resolution Authorizing the General Manager to Execute an Extension of the Current Electrical Supply Agreement	<b>APPROVAL</b>	
Account Number: 01-60-661201			
<p>The Commission's current electric power supply agreement With Constellation Energy Services expires on April 2, 2018. In conjunction with the Commission Electrical Supply Consultant, staff has been monitoring Illinois electrical supply market. The market appears ready to take a downturn in future pricing which will allow the Commission to take advantage of more favorable pricing going forward.</p> <p>As we continue to monitor the market, this Request for Board Action would allow the General Manager discretionary authority to move quickly within the electric marketplace to lock in the lowest market supply pricing and length of service extension to the existing Electrical Supply Contract with Constellation Energy Services.</p>			
<b>MOTION:</b> To Authorizing the General Manager to Execute an Extension of the Current Electrical Supply Agreement.			

# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> Engineering and Construction Committee	<b>ORIGINATING DEPARTMENT</b> Operations
<b>ITEM</b> Authorization for General Manager to accept a Proposal from Corpro for Professional Services for the Bartlett Supply Line.	<b>APPROVAL</b> 
<p>Account Number: 01-60-711500</p> <p>The Commission requested Professional Engineering Services for the Design of a Cathodic Protection System that will protect approximately five (5) miles total of 30"-36" ductile iron or steel pipe water main for phase I and II as follows:</p> <ol style="list-style-type: none"><li>1. Review preliminary construction drawings, specifications, system historical data, foreign pipeline crossings, HVAC transmission towers, and any other pertinent information submitted to us</li><li>2. Review soil boring data collected and analyzed by the geotechnical firm to determine general corrosivity of the environment and to establish a design soil resistivity.</li><li>3. Perform design calculations to determine the rectifier output requirements, groundbed configuration and the size type and quantity of anodes to be installed.</li><li>4. Select the rectifier location based on power and right-of-way availability.</li><li>5. Select locations for electrical isolation devices and test stations</li><li>6. Establish the electrical continuity bonding requirements</li></ol>	
<b>MOTION:</b> To Authorization for General Manager to accept a Proposal from Corpro for Professional Services for the Bartlett Supply Line in a NTE amount of \$22,000.	

September 13, 2017

**Terry McGhee**

**Dupage Water Commission**

600 E. Butterfield Rd.  
Elmhurst, IL 60126  
630.834.0100  
mcghee@dpwc.org

**Proposal #17200**

**Subject: T&M Proposal to Design a Sacrificial Anode Cathodic Protection System to protect Ductile Iron or Steel Pipe for DuPage Water Commission**

Dear Mr. McGhee,

In response to your request Corrpro Companies, Inc. is pleased to submit this proposal to provide professional engineering services to design a sacrificial anode cathodic protection system for DuPage Water Commission water pipeline.

### Scope of Work

Corrpro will provide engineering services to design a cathodic protection system that will protect approximately five (5) miles total of 30"-36" ductile iron or steel pipe water main for phase I and II as follows:

1. Review preliminary construction drawings, specifications, system historical data, foreign pipeline crossings, HVAC transmission towers, and any other pertinent information submitted to us.
2. Review soil boring data collected and analyzed by the geotechnical firm to determine general corrosivity of the environment and to establish a design soil resistivity.
3. Perform design calculations to determine size type and quantity of anodes to be installed.
4. Select locations for electrical isolation devices and test stations
5. Establish the electrical continuity bonding requirements.

### Deliverables

1. Prepare initial site plans and detail drawings
2. Prepare final site plans and installation drawings
3. Prepare a design summary report including a Bill of Material and Cost Estimate

### Pricing Phase I (approximately 2.3 miles of 30"-36" diameter ductile iron/steel pipe)

Pricing Terms	Unit Price	Qty.	Total
Principal Engineer – Project Manager	\$180/hr	2	\$360.00
Senior Engineer – Review of specs, dwg's & data & final report	\$158/hr	30	\$4,740.00
Drafting – Site plans and installation drawings	\$65/hr	16	\$1,040.00
Senior Technician – Field Testing	\$90/hr ST	30	\$2,700.00
Pick-up 4-wheel Drive w/tools	\$164/day	3	\$492.00
Per Diem	\$160/day	3	\$480.00
		<b>TOTAL</b>	<b>\$9,812.00</b>
		<b>NTE</b>	<b>\$10,300.00</b>

**Pricing Phase II (approximately 2.8-3.0 miles of 30"-36" diameter ductile iron/steel pipe)**

Pricing Terms	Unit Price	Qty.	Total
Principal Engineer – Project Manager	\$180/hr	2	\$360.00
Senior Engineer – Review of specs, dwg's & data & final report	\$158/hr	30	\$5,688.00
Drafting – Site plans and installation drawings	\$65/hr	16	\$1,070.00
Senior Technician – Field Testing	\$90/hr ST	30	\$2,700.00
Pick-up 4-wheel Drive w/tools	\$164/day	3	\$492.00
Per Diem	\$160/day	3	\$480.00
<b>TOTAL</b>			<b>\$9,812.00</b>
<b>NTE</b>			<b>\$10,300.00</b>

**SERVICES/MATERIALS SUPPLIED BY OTHERS (NOT CORRPRO)**

- 1) Site access and work permits.
- 2) Specs and drawings
- 3) AC Mitigation design is excluded from this proposal. It can be provided on a separate proposal if deemed necessary

**TERMS AND CONDITIONS**

1. Proposal Validity: Proposal valid for 60 days.
2. Payment Terms: Net 30 w/ approved credit with invoicing based upon work completed to date.
3. Taxes: Taxes will be added unless a valid tax exempt certificate is provided.
4. **Notice Required: 2-3 weeks' notice is requested for delivery**
5. Any services not called out in this proposal will be at additional cost per Corrpro's 2017 T&M rate sheet attached.
6. This proposal is subject in all respects to the Corrpro Standard Terms and Conditions attached as **Exhibit A** and incorporated into this proposal by reference. In the event of any conflict or inconsistency between the provisions of this proposal and the Corrpro Standard Terms and Conditions, the provisions of this proposal shall prevail to the extent of such conflict or inconsistency. The Corrpro Standard Terms and Conditions are also available at [www.corrpro.com/Resources/Sales-Terms-Conditions](http://www.corrpro.com/Resources/Sales-Terms-Conditions).

We appreciate the opportunity to submit this proposal. If you find it acceptable please issue a written PO or sign below. Should you have any questions or require any further information regarding this proposal, please contact me at 630-483-2500.

Sincerely,



**Daniel Vladovich**  
Sr. Regional Accounts Manager - Chicago  
Corrpro Companies, Inc.  
c: 630.267.9253 | [dvladovich@aeion.com](mailto:dvladovich@aeion.com)



an AEGION company

CHICAGO OFFICE

845 W. Hawthorne Ln., IL 60185  
630.483.2500 | www.corrpro.com

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**CLIENT PROPOSAL APPROVAL ON CORRPRO REFERENCE # 17200 (complete below):**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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630.483.2500 | [www.corrpro.com](http://www.corrpro.com)

**2017 T&M RATES**



**EXHIBIT "A"**

September 13, 2017

**Terry McGhee**  
**Dupage Water Commission**  
600 E. Butterfield Rd.  
Elmhurst, IL 60126  
630.834.0100  
mcghee@dpwc.org

**Proposal #17200**

**Subject: T&M Proposal to Design an Impressed Current Cathodic Protection System to protect Ductile Iron or Steel Pipe for DuPage Water Commission**

Dear Mr. McGhee,

In response to your request Corrpro Companies, Inc. is pleased to submit this proposal to provide professional engineering services to design an impressed current cathodic protection system for DuPage Water Commission water pipeline

**Scope of Work**

Corrpro will provide engineering services to design a cathodic protection system that will protect approximately five (5) miles total of 30"-36" ductile iron or steel pipe water main for phase I and II as follows:

1. Review preliminary construction drawings, specifications, system historical data, foreign pipeline crossings, HVAC transmission towers, and any other pertinent information submitted to us.
2. Review soil boring data collected and analyzed by the geotechnical firm to determine general corrosivity of the environment and to establish a design soil resistivity.
3. Perform design calculations to determine the rectifier output requirements, grounded configuration and the size type and quantity of anodes to be installed.
4. Select the rectifier location based on power and right-of-way availability.
5. Select locations for electrical isolation devices and test stations
6. Establish the electrical continuity bonding requirements

**Deliverables**

1. Prepare initial site plans and detail drawings
2. Prepare final site plans and installation drawings
3. Prepare a design summary report including a Bill of Material and Cost Estimate

**Pricing Phase I (approximately 2.3 miles of 30"-36" diameter ductile iron/steel pipe)**

Pricing Terms	Unit Price	Qty.	Total
Principal Engineer – Project Manager	\$180/hr	2	\$360.00
Senior Engineer – Review of specs, dwg's & data & final report	\$158/hr	35	\$5,530.00
Drafting – Site plans and installation drawings	\$65/hr	16	\$1,040.00
Senior Technician – Field Testing	\$90/hr ST	30	\$2,700.00
Pick-up 4-wheel Drive w/tools	\$164/day	3	\$492.00
Per Diem	\$160/day	3	\$480.00
<b>TOTAL</b>			<b>\$10,602.00</b>
<b>NTE</b>			<b>\$11,000.00</b>

**Pricing Phase II (approximately 2.8-3.0 miles of 30"-36" diameter ductile iron/steel pipe)**

Pricing Terms	Unit Price	Qty.	Total
Principal Engineer – Project Manager	\$180/hr	2	\$360.00
Senior Engineer – Review of specs, dwg's & data & final report	\$158/hr	36	\$5,688.00
Drafting – Site plans and installation drawings	\$65/hr	18	\$1,070.00
Senior Technician – Field Testing	\$90/hr ST	30	\$2,700.00
Pick-up 4-wheel Drive w/tools	\$164/day	3	\$492.00
Per Diem	\$160/day	3	\$480.00
<b>TOTAL</b>			<b>\$10,790.00</b>
<b>NTE</b>			<b>\$11,000.00</b>

**SERVICES/MATERIALS SUPPLIED BY OTHERS (NOT CORRPRO)**

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1. Proposal Validity: Proposal valid for 60 days.
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6. This proposal is subject in all respects to the Corrpro Standard Terms and Conditions attached as **Exhibit A** and incorporated into this proposal by reference. In the event of any conflict or inconsistency between the provisions of this proposal and the Corrpro Standard Terms and Conditions, the provisions of this proposal shall prevail to the extent of such conflict or inconsistency. The Corrpro Standard Terms and Conditions are also available at [www.corrpro.com/Resources/Sales-Terms-Conditions](http://www.corrpro.com/Resources/Sales-Terms-Conditions).



an AEGION company

CHICAGO OFFICE

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630.483.2500 | www.corrpro.com

We appreciate the opportunity to submit this proposal. If you find it acceptable please issue a written PO or sign below. Should you have any questions or require any further information regarding this proposal, please contact me at 630-483-2500.

Sincerely,

**Daniel Vladovich**  
Sr. Regional Accounts Manager - Chicago  
Corrpro Companies, Inc.  
c: 630.267.9253 | [dvladovich@aegion.com](mailto:dvladovich@aegion.com)

**CLIENT PROPOSAL APPROVAL ON CORRPRO REFERENCE # 17200 (complete below):**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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CHICAGO OFFICE

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630.483.2500 | www.corrpro.com

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**T&M RATE SHEET**

**EXHIBIT "A"**



# DuPage Water Commission

## MEMORANDUM

TO: John Spatz, General Manager

FROM: Cheryl Peterson, Financial Administrator *CP*

DATE: October 11, 2017

SUBJECT: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the October 19, 2017 Commission meeting:

September 13, 2017 to October 11, 2017 A/P Report	\$10,856,700.50
Accrued and estimated payments required before November 2017 Commission meeting	<u>2,634,660.00</u>
Total	<u>\$13,491,360.50</u>

cc: Chairman and Commissioners



# Board Open Payable Report

As Of 10/10/2017

Summarized by Payable Account

Payable Number	Description	Post Date	Payable Amount	Payable Count	Net Amount
<b>Payable Account:</b> 01-211000 - ACCOUNTS PAYABLE					
<b>Vendor:</b> <u>1663</u>	<b>AECOM</b>			<b>Payable Count: (2)</b>	<b>75,071.87</b>
<u>37965188</u>	Hydraulic Model Update	09/28/2017	2,243.59		2,243.59
<u>37969744</u>	Transmission Main to Serve Bartlett	09/28/2017	72,828.28		72,828.28
<b>Vendor:</b> <u>1516</u>	<b>ARAMARK REFRESHMENTS</b>			<b>Payable Count: (2)</b>	<b>163.87</b>
<u>8111373</u>	Supplies	09/28/2017	59.99		59.99
<u>8087533</u>	SUPPLIES	10/10/2017	103.88		103.88
<b>Vendor:</b> <u>1802</u>	<b>BAKER TILLY VIRCHOW KRAUSE, LLP</b>			<b>Payable Count: (1)</b>	<b>2,029.50</b>
<u>BT1157200</u>	PROFESSIONAL SERVICES 9/5/17-9/18/17	09/30/2017	2,029.50		2,029.50
<b>Vendor:</b> <u>1980</u>	<b>BEARY LANDSCAPE MANAGEMENT</b>			<b>Payable Count: (4)</b>	<b>5,388.88</b>
<u>63845</u>	LAWN MAINTENANCE: August 2017	09/28/2017	2,136.50		2,136.50
<u>66128</u>	Irrigation Parts/Repairs	09/28/2017	1,787.88		1,787.88
<u>67442</u>	TANK SITE LANDSCAPING: September 2017	09/30/2017	510.50		510.50
<u>67443</u>	LAWN MAINTENANCE: September 2017	09/30/2017	954.00		954.00
<b>Vendor:</b> <u>2017</u>	<b>BEDROCK EARTHSCAPES, LLC</b>			<b>Payable Count: (1)</b>	<b>1,515.00</b>
<u>682</u>	SERVICE VISIT - September 2017	09/28/2017	1,515.00		1,515.00
<b>Vendor:</b> <u>1162</u>	<b>BEE CLEAN SPECIALTIES, LLC</b>			<b>Payable Count: (1)</b>	<b>190.00</b>
<u>1722908</u>	Semi-annual cleaning of air cleaner	09/28/2017	190.00		190.00
<b>Vendor:</b> <u>1692</u>	<b>BRIDGEPOINT TECHNOLOGIES</b>			<b>Payable Count: (1)</b>	<b>45.00</b>
<u>28880</u>	Hosting services October 2017	10/03/2017	45.00		45.00
<b>Vendor:</b> <u>1972</u>	<b>CENTRO INC.</b>			<b>Payable Count: (1)</b>	<b>1,639.78</b>
<u>F-96363-0</u>	Parco valve rebuild kits	09/30/2017	1,639.78		1,639.78
<b>Vendor:</b> <u>1912</u>	<b>CHICAGO SUN-TIMES</b>			<b>Payable Count: (1)</b>	<b>234.00</b>
<u>INV0002202</u>	Subscription: 11/11/17-11/10/18	10/03/2017	234.00		234.00
<b>Vendor:</b> <u>1134</u>	<b>CITY OF CHICAGO DEPARTMENT OF WATER</b>			<b>Payable Count: (1)</b>	<b>34,961.66</b>
<u>INV0002170</u>	LEX PUMP STATION LABOR: August 2017	09/28/2017	34,961.66		34,961.66
<b>Vendor:</b> <u>1135</u>	<b>CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION</b>			<b>Payable Count: (1)</b>	<b>10,662,558.72</b>
<u>INV0002210</u>	WATER BILLING: September 2017	09/30/2017	10,662,558.72		10,662,558.72
<b>Vendor:</b> <u>1197</u>	<b>Core &amp; Main LP</b>			<b>Payable Count: (1)</b>	<b>760.00</b>
<u>H893881</u>	Blow offs valave extensions risers	10/10/2017	760.00		760.00
<b>Vendor:</b> <u>1965</u>	<b>DISCOUNT TIRE</b>			<b>Payable Count: (1)</b>	<b>726.00</b>
<u>9051992</u>	M176151 Replacement Tires	09/30/2017	726.00		726.00
<b>Vendor:</b> <u>1513</u>	<b>DUKES OIL SERVICE, INC.</b>			<b>Payable Count: (1)</b>	<b>75.00</b>
<u>84015</u>	Waste oil pick up	09/28/2017	75.00		75.00
<b>Vendor:</b> <u>2003</u>	<b>ECO CLEAN MAINTENANCE, INC.</b>			<b>Payable Count: (1)</b>	<b>1,552.98</b>
<u>6480</u>	JANITORIAL SERVICE: September 2017	09/28/2017	1,552.98		1,552.98
<b>Vendor:</b> <u>1097</u>	<b>ELMHURST PLAZA STANDARD INC.</b>			<b>Payable Count: (2)</b>	<b>373.92</b>
<u>41843</u>	Vehicle Maint: M1583835	09/28/2017	197.98		197.98
<u>41877</u>	Vehicle Maint: M78556	10/10/2017	175.94		175.94
<b>Vendor:</b> <u>1096</u>	<b>Environmental Systems Research Institute, Inc.</b>			<b>Payable Count: (1)</b>	<b>9,600.00</b>
<u>93354817</u>	GIS Software Maintenance: 11/24/17-11/23/17	10/10/2017	9,600.00		9,600.00
<b>Vendor:</b> <u>1570</u>	<b>FIVE STAR SAFETY EQUIPMENT, INC.</b>			<b>Payable Count: (1)</b>	<b>200.00</b>



## Board Open Payable Report

As Of 10/10/2017

Payable Number	Description	Post Date	Payable Amount	Net Amount
<u>2475282</u>	Calibration Gas	09/28/2017	200.00	200.00
<b>Vendor: <u>2143</u></b>	<b>Gas Depot</b>			<b>Payable Count: (1) 1,415.70</b>
<u>48320-1</u>	Gasoline	09/30/2017	1,415.70	1,415.70
<b>Vendor: <u>1892</u></b>	<b>GORSKI &amp; GOOD, LLP</b>			<b>Payable Count: (1) 13,064.59</b>
<u>INV0002211</u>	ATTORNEY FEE: September 2017	09/30/2017	13,064.59	13,064.59
<b>Vendor: <u>1064</u></b>	<b>GOVERNMENT FINANCE OFFICERS ASSOCIATION</b>			<b>Payable Count: (1) 160.00</b>
<u>INV0002213</u>	Membership Renewal: Peterson 11/1/17-10/31/18	10/10/2017	160.00	160.00
<b>Vendor: <u>1055</u></b>	<b>GRAINGER</b>			<b>Payable Count: (9) 3,600.49</b>
<u>9573329472</u>	Meter Station Supplies	10/10/2017	823.86	823.86
<u>9573329480</u>	Meter Station Supplies	10/10/2017	850.38	850.38
<u>9573329498</u>	Maintenance Supplies	10/10/2017	52.40	52.40
<u>9573329506</u>	Maintenance Supplies	10/10/2017	18.86	18.86
<u>9573747749</u>	Maintenance Supplies	10/10/2017	16.30	16.30
<u>9573831527</u>	Safety Supplies	10/10/2017	733.32	733.32
<u>9573831535</u>	Maintenance Supplies	10/10/2017	873.70	873.70
<u>9574081270</u>	Maintenance Supplies	10/10/2017	60.04	60.04
<u>9574081288</u>	Maintenance Supplies	10/10/2017	171.63	171.63
<b>Vendor: <u>1068</u></b>	<b>HACH COMPANY</b>			<b>Payable Count: (4) 2,301.42</b>
<u>10634780</u>	Chromium Test Ampuls	09/28/2017	46.14	46.14
<u>10631894</u>	Monthly Chemicals	09/30/2017	407.00	407.00
<u>10631895</u>	Monthly Chemicals	09/30/2017	320.89	320.89
<u>10657577</u>	Chlorine test kits	10/10/2017	1,527.39	1,527.39
<b>Vendor: <u>1781</u></b>	<b>JOHN SPATZ</b>			<b>Payable Count: (1) 32.30</b>
<u>INV0002164</u>	Amazon purchase reimbursement	09/18/2017	32.30	32.30
<b>Vendor: <u>1054</u></b>	<b>MCMMASTER-CARR SUPPLY COMPANY</b>			<b>Payable Count: (1) 268.94</b>
<u>46744288</u>	Meter Seals and Breaker Lockout Devices	09/28/2017	268.94	268.94
<b>Vendor: <u>1775</u></b>	<b>MCWILLIAMS ELECTRIC COMPANY, INC</b>			<b>Payable Count: (1) 2,170.08</b>
<u>79423</u>	QRE-7.014	09/30/2017	2,170.08	2,170.08
<b>Vendor: <u>1207</u></b>	<b>NAFISCO, INC.</b>			<b>Payable Count: (1) 876.00</b>
<u>00005126</u>	Temporary Traffic Control	10/10/2017	876.00	876.00
<b>Vendor: <u>1110</u></b>	<b>NEWARK ELEMENT14</b>			<b>Payable Count: (1) 357.22</b>
<u>29482955</u>	Misc parts for Meter Replacement Project	09/30/2017	357.22	357.22
<b>Vendor: <u>1260</u></b>	<b>NUGENT CONSULTING GROUP</b>			<b>Payable Count: (1) 2,150.00</b>
<u>948</u>	Consulting	09/30/2017	2,150.00	2,150.00
<b>Vendor: <u>1395</u></b>	<b>OFFICE DEPOT</b>			<b>Payable Count: (2) 225.67</b>
<u>968463281001</u>	Office Supplies	10/10/2017	205.11	205.11
<u>968463644001</u>	Office Supplies	10/10/2017	20.56	20.56
<b>Vendor: <u>1321</u></b>	<b>PERSPECTIVES, LTD.</b>			<b>Payable Count: (1) 273.00</b>
<u>87561</u>	Employee Assistance Services: 4th Quarter	10/03/2017	273.00	273.00
<b>Vendor: <u>1730</u></b>	<b>RAILROAD MANAGEMENT COMPANY III, LLC</b>			<b>Payable Count: (1) 214.01</b>
<u>357366</u>	License Fees: 1/10/18-1/9/19	10/03/2017	214.01	214.01
<b>Vendor: <u>1059</u></b>	<b>RED WING SHOE STORE</b>			<b>Payable Count: (1) 161.49</b>
<u>000000022-S045</u>	Safety Shoes: Stirn	09/30/2017	161.49	161.49
<b>Vendor: <u>1417</u></b>	<b>RENE SANCHEZ</b>			<b>Payable Count: (1) 18.62</b>
<u>INV0002201</u>	Expense Report: NSC Congress/Expo	09/30/2017	18.62	18.62
<b>Vendor: <u>1950</u></b>	<b>RORY GROUP, LLC.</b>			<b>Payable Count: (1) 1,500.00</b>
<u>2657-2</u>	CONSULTING FEE: October 2017	10/03/2017	1,500.00	1,500.00
<b>Vendor: <u>1342</u></b>	<b>ROSS BOSTICK</b>			<b>Payable Count: (1) 414.80</b>

Board Open Payable Report

As Of 10/10/2017

Payable Number	Description	Post Date	Payable Amount	Net Amount
<u>INV0002200</u>	Expense Report: NSC Congress/Expo	09/30/2017	414.80	414.80
<b>Vendor: 1043</b>	<b>SOOPER LUBE</b>			<b>Payable Count: (3) 144.83</b>
<u>290959</u>	Vehicle Maint: M184222	09/18/2017	36.95	36.95
<u>291163</u>	Vehicle Maint: M176151	09/30/2017	70.93	70.93
<u>291702</u>	Vehicle Maint: M63637	10/03/2017	36.95	36.95
<b>Vendor: 1121</b>	<b>SPI ENERGY GROUP</b>			<b>Payable Count: (1) 2,340.00</b>
<u>INV0002206</u>	Consulting Services: D-001-009	09/30/2017	2,340.00	2,340.00
<b>Vendor: 1047</b>	<b>UNITED RADIO COMMUNICATIONS</b>			<b>Payable Count: (1) 39.75</b>
<u>103003327-1</u>	Service call for truck radio repairs	09/18/2017	39.75	39.75
<b>Vendor: 1427</b>	<b>VILLA PARK ELECTRICAL SUPPLY CO., INC.</b>			<b>Payable Count: (3) 479.45</b>
<u>111101-00</u>	Uniforms	09/28/2017	49.95	49.95
<u>111103-02</u>	Uniforms	09/28/2017	389.50	389.50
<u>111105-00</u>	Uniforms	09/28/2017	40.00	40.00
<b>Vendor: 2096</b>	<b>William A. Fates</b>			<b>Payable Count: (1) 1,666.67</b>
<u>INV0002203</u>	Services as Treasurer: October 2017	10/03/2017	1,666.67	1,666.67
<b>Vendor: 2000</b>	<b>WILLIAM WEGNER</b>			<b>Payable Count: (1) 529.21</b>
<u>INV0002208</u>	Travel Reimbursement: Wegner	10/10/2017	529.21	529.21
<b>Vendor: 2127</b>	<b>Windy City Electric Co.</b>			<b>Payable Count: (1) 22,322.88</b>
<u>18536</u>	QRE-7.009	09/30/2017	22,322.88	22,322.88
<b>Vendor: 1048</b>	<b>ZIEBELL WATER SERVICE PRODUCTS, INC.</b>			<b>Payable Count: (1) 2,887.20</b>
<u>239134-000</u>	Valves for pipeline	09/30/2017	2,887.20	2,887.20
			<b>Payable Account 01-211000</b>	<b>Payable Count: (66) Total: 10,856,700.50</b>

**Payable Account Summary**

<b>Account</b>	<b>Count</b>	<b>Amount</b>
01-211000 - ACCOUNTS PAYABLE	66	10,856,700.50
<b>Report Total:</b>	<b>66</b>	<b>10,856,700.50</b>

**Payable Fund Summary**

<b>Fund</b>	<b>Count</b>	<b>Amount</b>
01 - WATER FUND	66	10,856,700.50
<b>Report Total:</b>	<b>66</b>	<b>10,856,700.50</b>

**DUPAGE WATER COMMISSION  
ITEMS TO BE PAID BY 11-16-17  
Board Meeting Date: October 19, 2017**

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
52,000.00	Blue Cross Blue Shield - Health Insurance			
6,000.00	Euclid Managers - Dental Insurance			
10,000.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
300.00	Healthiest You			
20,000.00	ComEd - Utility Charges			
300,000.00	Constellation (Exelon Energy) - Utility Charges			
180,000.00	City of Chicago - Lexington. Electric			
35,000.00	City of Chicago - Lexington Labor Costs			
21,000.00	City of Chicago - Repairs & Maintenance			
2,000.00	City of Naperville -Meter Station Electric Bills			
15,000.00	Nicor - Gas			
250.00	Comcast - Internet Service			
3,000.00	AT & T - Telephone Charges			
3,000.00	AT & T - Scada Backhaul Network/IP Flex			
1,000.00	Fed - Ex - Postage/Delivery			
5,000.00	Procurement Card Charges			
200.00	Anderson - Pest Control			
400.00	Republic Services - Disposal Services			
200.00	Elecsys - Cell Data Services			
1,500.00	Konica Minolta - Copy and Lease Charges			
525.00	Pitney Bowes - Postage			
8,000.00	Grainger - Supplies for Operations			
2,500.00	Verizon - Wireless Service			
1,700.00	William Fates - Treasurer			
5,000.00	Baker Tilly			
15,000.00	Gorski & Good			
1,500.00	Rory Group			
6,000.00	John J. Millner & Assoc			
7,000.00	IT Savvy - Network Support			
200.00	Edward Coughlin/Ken Ladin - Security			
600.00	Red Wing - Uniforms			
300.00	Storino Ramello & Durkin			
500.00	Local 399 Training courses			
435,000.00	Marsh - Insurance Premiums			
255.00	City of Elmhurst - Wireless Radio			
20,000.00	Irth Solutions			
5,500.00	AGM Electronics - Modules			

**DUPAGE WATER COMMISSION  
ITEMS TO BE PAID BY 11-16-17  
Board Meeting Date: October 19, 2017**

2,000.00 Alexander Chemical - Sodium Hypochlorite  
7,500.00 Atomic Mechanical - HVAC Mechanic  
1,700.00 Chicago Tribune - Legal Notice  
50.00 City of Aurora - Microbial Analysis  
2,000.00 Colley Elevator - Elevator Inspection Contract  
150.00 Comprehensive Communications - SCADA Supplies  
2,000.00 Concentric Integration - Software Enhancements  
500.00 Construction Safety Council - Training  
1,325,000.00 Core & Main - Meter Replacement Project  
17,000.00 Crispin Valve - Pipeline Supplies  
150.00 Daily Herald - Legal Notice  
3,000.00 Door Systems - Overhead door and gate inspection  
500.00 Dreisilker Electric Motors - Parts for exhaust fan  
550.00 E.H. Wachs - Pipeline Supplies  
1,200.00 Five Star - Gas Monitor and Meter Station Supplies  
2,100.00 Gasvoda & Assoc. - EIM Parts  
500.00 Green Windows - Window Cleaning  
100.00 Hi-Line - Electric Gloves  
20,000.00 Hudson Boiler & Tank - Boiler Firebox Repairs  
400.00 ITSavvy - Monitor  
300.00 Joliet Junior College - Training  
1,300.00 Maul Sealcoating - Blacktop filling  
49,000.00 Midwest Meter - Beacon AMR System  
9,000.00 Motorola - Starcom Network  
900.00 Nafisco - Traffic Control  
1,000.00 NFPA - Reference Material  
7,000.00 Patten - Generator fuel line replacement  
1,300.00 Premier Fall Protection - Standpipe Prot. Certification  
500.00 Program One - Window Cleaning  
530.00 Red Wing - Safety Boots  
1,500.00 Service Spring - Vehicle Repairs  
100.00 Sherwin Williams - Paint  
400.00 Specialty Mat - Mat Cleaning  
800.00 Staples - Office Supplies  
8,000.00 Vita-D-Chlor - De-Chlorination Tabs  
1,000.00 Whiting - Crane and hoist inspection

2,634,660.00



# DuPage Water Commission

## MEMORANDUM

TO: Chairman Zay and Commissioners

FROM: John F. Spatz  
General Manager 

DATE: October 10, 2017

SUBJECT: September 2017 Invoice

I reviewed the Gorski & Good, LLP (Schrott, Luetkehans & Garner) September 2017 invoice for services rendered during the period September 1, 2017 – September 30, 2017 and recommend it for approval. This invoice should be placed on the October 19, 2017 Commission meeting accounts payable.

September 2017  
 Gorski & Good /  
 (Schirott, Luetkehans & Garner)

CATEGORY	<u>FEES</u>	<u>HOURS BILLED</u>	<u>AVERAGE HOURLY RATE</u>	<u>ATTORNEYS &amp; PARALEGALS EMPLOYED</u>	<u>MAJOR ACTIVITIES</u>
General	\$12,840.00	64.2	\$200.00	Good (4.5 @ \$200/hr.) Luetkehans (22.9 @ \$200/hr.) Garner (11.8 @ \$200/hr.) Armstrong (25.0 @ \$200/hr.)	various (meetings, review correspondence, contracts, Board material, and attend September Board meeting)
Misc:	<u>\$224.59</u>				
	<u>\$13,064.59</u>	<u>64.2</u>	<u>\$200.00</u>		