



DuPage Water Commission

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

AGENDA

DUPAGE WATER COMMISSION

THURSDAY, NOVEMBER 18, 2021
6:30 P.M.

600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

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

RECOMMENDED MOTION: To approve the Minutes of the October 21, 2021 Regular Meeting of the DuPage Water Commission (Voice Vote).

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

RECOMMENDED MOTION: To accept the October 2021 Treasurer's Report (Voice Vote).

- VI. Committee Reports
 - A. Finance Committee
 1. Report of 11/18/21 Finance Committee
 2. Actions on Other Items Listed on 11/18/21 Finance Committee Agenda

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

B. Administration Committee

1. Report of 11/18/21 Administration Committee
2. Resolution No. R-56-21: A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission
(Concurrence of a Majority of the Appointed Commissioners - 7)
3. Resolution No. R-59-21: A Resolution Reviewing/Releasing Certain Executive Session Meeting Minutes at the November 18, 2021, DuPage Water Commission Meeting
(Concurrence of a Majority of the Appointed Commissioners - 7)
4. Resolution No. R-60-21: A Resolution Approving Employee Insurance Benefits for Plan Year Beginning January 1, 2022 and ending December 31, 2022
(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)
5. Request for Board Action: To Suspend the Purchasing Procedures of the Commission's By-Laws and Authorize the General manager to Approve Requisition No. 73206 in the amount of **\$62,164.58 to Hexagon AB** (formerly Infor)
(TO SUSPEND PURCHASING PROCEDURES: 2/3 Majority of those Commissioners Present, provided there is a quorum-minimum 5)
(Concurrence of a Majority of the Appointed Commissioners - 7)

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

6. Actions on Other Items Listed on 11/18/21 Administration Committee Agenda

C. Engineering & Construction Committee

1. Report of 11/18/21 Engineering & Construction Committee
2. Resolution No. R-53-21: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-9/20 at the November 18, 2021 DuPage Water Commission Meeting (**McWilliams Electric Co. Inc. at an estimated cost of \$1,500.00**)
(Concurrence of a Majority of the Appointed Commissioners - 7)

3. Resolution No. R-54-21: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-9/20 at the November 18, 2021, DuPage Water Commission Meeting (**Courtesy Electric Inc., at an estimated amount of \$24,000.00**)

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

4. Resolution No. R-55-21: A Resolution Directing Advertisement for Bids on a Contract for the Construction of the SCADA Replacement Project (Contract PSD-09/21) (**no cost**)

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

5. Resolution No. R-57-21: A Resolution Directing Advertisement for Bids on a Contract for the Construction of DPPS Emergency Generation System Improvements (Contract PSD-10/22) (**no cost**)

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

6. Resolution No. R-58-21: A Resolution Approving and Ratifying Task Order 1 under a Master Contract with **Dixon Engineering, Inc.** at the November 18, 2021 DuPage Water Commission Meeting (**total not-to-exceed \$9,200.00**)

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

7. Resolution No. R-61-21: A Resolution Approving and Ratifying Task Order 2 and 3 under a Master Contract with **DeLasCasas CP, LLP** at the November 18, 2021 DuPage Water Commission Meeting (**an amount not-to-exceed \$55,470.00**)

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)

RECOMMENDED MOTION: To adopt item numbers 2 through 7 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).

8. Actions on Other Items Listed on 11/18/21 Engineering & Construction Committee Agenda

VII. Accounts Payable

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

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$9,035,325.89 subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$1,659,425.00 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, OCTOBER 21, 2021
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Zay at 6:31 P.M.

Commissioners in attendance: D. Bouckaert, J. Broda, R. Gans, P. Gustin, D. Novotny, J. Pruyne, K. Rush, F. Saverino, P. Suess, and J. Zay

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

Also in attendance: Treasurer W. Fates, J. Spatz, C. Johnson, C. Peterson, D. Panaszek, A. Stark, J. Bonnema, D. Cuvalo, M. Weed, retiree F. Frelka, and P. Luetkehans of Luetkehans, Brady, Garner & Armstrong LLC.

PUBLIC COMMENT

None

PLAQUE PRESENTATION

Chairman Zay presented Commission retiree Frank Frelka with a retirement plaque thanking him for his 16 years of service and wished him all the best. Mr. Frelka who served as the Commission's Geographical Information Systems Coordinator had retired during the shutdown of the Covid-19 pandemic and was unable to receive his plaque before he retired. Mr. Frelka shared an interesting timeline of his career from his time serving in the military to his many years with the Commission. Mr. Frelka concluded his remarks by thanking everyone for the many opportunities the Commission had given him and wished everyone continued success.

APPROVAL OF MINUTES

Commissioner Gustin moved to approve the Minutes of the September 16, 2021, 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 September 2021 Treasurer's Report consisting of 13 pages with pages 1 and 2 containing a summary of the report.

Treasurer Fates pointed out the \$214.1 million of cash and investments on page 4, which reflected an increase of about 1.7 million from the previous month. Treasurer Fates also pointed out the schedule of investments on pages 5 through 11 totaling \$177.8 million and the market yield on the total portfolio showed 1.02% which had decreased from the prior month. On page 12, the statement of cash flows showed an increase in cash and investments by about \$3.3 million and operating activities increased by approximately 2.8 million. On page 13, the monthly cash/operating report showed that the Commission has met all recommended reserve balances.

Commissioner Gustin moved to accept the September 2021 Treasurer's Report. Seconded by Commissioner Saverino 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 all action items listed on the Finance Committee Agenda. Commissioner Suess noted that the Finance Committee discussed appropriate insurance coverages including a possible cyber insurance policy noting that the topic would be addressed again in the near future. After providing a brief summary, Commissioner Suess moved to adopt item numbers 2 and 3 under the Finance Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Pruyn and unanimously approved by a Roll Call Vote.

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

Nays: None

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

Item 2: Purchase Property and Liability Insurance - To Suspend the Purchasing Procedures of the Commission's By-Laws and to Purchase Property and Liability Insurance (total premium of approximately \$506,000.00 as proposed by AJ Gallagher Risk Management Services, Inc.)

Item 3: Workers' Compensation and Employer's Liability Insurance- 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 \$109,000.00 as proposed by Illinois Public Risk Fund and outlined by Arthur J. Gallagher Risk Management Services, Inc.)

Actions on Other Items

General Manager Spatz informed Board members that the Commission had not received any monthly invoices from the City of Chicago regarding the Commission's shared costs associated with the Lexington Pumping Station electric, labor and repairs and maintenance for the past 5 months. Staff has reached out to the City several times alerting them to the issue with no resolution. Staff will continue accruing for these monthly costs and keep trying to resolve this issue.

Administration Committee

Meeting Cancelled.

Engineering & Construction Committee – Reported by Commissioner Saverino

Commissioner Saverino 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, Commissioner Saverino moved to adopt item numbers 2 through 5 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Bouckaert and unanimously approved by a Roll Call Vote.

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

Nays: None

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

Item 2: Resolution No. R-49-21: A Resolution Suspending Purchasing Procedures and Authorizing the General Manager to Purchase Material and Labor Service for the Commission's Electric Motor Systems including Ancillary Equipment at a cost not-to-exceed \$100,000.00 from WEG Electric Machinery.

Item 3: Resolution No. R-50-21: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 at the October 21, 2021, DuPage Water Commission Meeting (John Neri Construction Co. in an estimated amount of \$97,400.00)

Item 4: Resolution No. R-51-21: A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement with the Village of Lombard regarding the Construction and Installation of Metering Station MS-14-E, Associated Pressure Adjusting Station and Appurtenances Thereto (no cost)

Item 5: Resolution No. R-52-21: A Resolution Approving and Ratifying Task Order 18 under a Master Contract with AECOM Technical Services, Inc. at the October 21, 2021, DuPage Water Commission Meeting (in an amount not-to-exceed \$104,920.00)

ACCOUNTS PAYABLE

Commissioner Gans moved to approve the Accounts Payable in the amount of \$11,145,183.61 subject to submission of all contractually required documentation, for invoices that have been received and to approve the Accounts Payable in the amount of \$1,844,025.00 subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated. Seconded by Commissioner Rush and unanimously approved by a Roll Call Vote.

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

Nays: None

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

CHAIRMAN'S REPORT

Chairman Zay began his report regarding the renegotiations of the water supply contract with the City of Chicago and the Commission's customers. With the City of Chicago, Chairman Zay stated that he would be setting up a meeting with Mayor Lightfoot, within a month, and has asked Mayor's Pruyn, Saverino, Suess and General Manager Spatz to join him. Chairman Zay shared his ongoing frustration with the City with various ongoing issues and felt having a united front would send a strong message that improvement is needed. Updates would be provided at the next meeting.

Next, Chairman Zay reported that applications for the General Manager's position closed on Monday and that Clerk Johnson would be emailing all resumes received to Board members the following day. Chairman Zay designated a two-week period for Board members to review resumes and email Clerk Johnson with their top 6 candidates. From there, the top selected candidate resumes would be sent to Baker Tilly for them to begin the vetting process. Chairman Zay asked Board members if they would like Baker Tilly to include the option of conducting a three-question video interview questionnaire to which all agreed to include in the vetting process. Chairman Zay noted that the vetting process would take about 3 weeks to complete and upon completion then special meetings would be held to begin the interview process with all Commissioners welcome to participate. Baker Tilly would prepare the interview questions to be reviewed by the Commissioners for any modifications.

Chairman Zay then brought up the recent water issues that the Village of Dixmoor are experiencing noting that he had reached out to the Village President to offer assistance on behalf of the Commission. General Manager Spatz added that he spoke with their Village Engineer and the problem seemed to be with the Village of Harvey which gets their water from Lake Michigan and supplies Dixmoor. General Manager Spatz stated that he sent two Commission employees to Dixmoor to see how/if the Commission could help. The issue seems to be that a disc was blown off on a valve causing a blockage somewhere inside the pipe and they are trying to pinpoint the location. Chairman Zay added that he felt it was appropriate and a sign of good government to reach out and extend a helping hand to which the Village was very appreciative. Commissioner Gustin asked if the issue was in Harvey and if the towns were coordinating with each other to try and resolve the problem. General Manager Spatz replied that both towns were pointing at each other, but responsibility lies with the Village of Harvey. Regardless, the residents of Dixmoor have been without water for 5 days and the focus should be to resolve the issue as quickly as possible. Commissioner Gustin asked what the Village of Harvey's obligation is to its customers. General Manager Spatz noted that its complicated because of the financial issues that the Village of Harvey is facing. If the Commission could offer assistance with any of the repairs to help get water back up and running to the residents quickly, any reimbursement could be worked out at a later date. Aging infrastructure could also be a contributing factor.

With no further discussion, Chairman Zay stated that staff would continue to keep Board members informed on any new developments.

OMNIBUS VOTE REQUIRING MAJORITY VOTE

None

OMNIBUS VOTE REQUIRING SUPER-MAJORITY OR SPECIAL MAJORITY VOTE

None

OLD BUSINESS

Chairman Zay provided a status update regarding the Village of Oak Brook's interest in selling part of their Water System to Aqua Illinois. Chairman Zay stated that a letter was sent, last month, to Oak Brook's Village Manager and Director of Public Works stating that per the Charter Customer agreement between the Commission and its customers, sale of any portion of their unit system would be in violation of the agreement. Chairman Zay noted that an email from Oak Brook's attorney was received disagreeing and that a letter would be to follow. General Manager Spatz clarified that the issue remains with the Village of Oak Brook and stated that in the Charter Customer Agreement under additional covenants its clearly states that each customer will own and maintain in good working order their system and maintain ownership of its unit system and properties.

Commissioner Sues asked if the deal with Aqua was already done and General Manager Spatz noted that they have an agreement in place but cannot finalized anything until Aqua receives a Board approved Water Purchase Agreement from the Commission. Chairman Zay noted that he would keep Board members informed of any potential legal issues.

General Manager Spatz provided an update regarding a recent meeting with the Commission's customers stating that the auditorium at the College of DuPage was rented to allow for safety and social distancing. General Manager Spatz noted that it was a good turnout with approximately 50-60 people in attendance and reviewed the timeline of negotiations with the City of Chicago, the Charter Customers and an alternative water source. General Manager Spatz felt that it went well with a lot of good questions and suggested that the Commission begin moving forward with negotiating a new Charter Customer Agreement knowing that adjustments may be needed based upon the final agreed upon terms with the City of Chicago. General Manager Spatz noted that he does not anticipate much change to the new contract stating that the current contract is pretty well written.

NEW BUSINESS

None

EXECUTIVE SESSION

None.

With regards to a potential water supply to the Villages of Oswego, Montgomery, and Yorkville, General Manager Spatz noted that ongoing discussions continue with Oswego's Village Manager Dan DiSanto and because the topic does not allow for the Board to go into Executive Session to discuss specific contract terms, General Manager Spatz stated that he is looking for a verbal consensus from the board members to allow him to move forward regarding specific terms and therefore would be reaching out, next day, to each individual Board member to discuss the confidential final stage of negotiations in specific detail noting that the towns are expected to reach a final decision in December.

Chairman Zay pointed out a few things of importance to the three towns with one being representation on the Commission Board. Discussion ensued regarding pros and cons, legislation regarding the Water Act of 1985, creating a special district for communities outside DuPage County, voting requirements, etc. Commissioner Rush asked when Oswego was expecting an answer and General Manager Spatz stated that he told Mr. DiSanto that he would try and get something in writing by next week. Commissioner Rush shared a concern to the Board members that represent multiple communities suggesting that they may want to reach out to their communities for feedback.

Minutes of the 10/21/2021 Commission Meeting

Commissioner Suess asked for direction from Attorney Luetkehans as to how the Board could discuss this topic as a group in executive session as this is an ongoing negotiation that should not be discussed in open session. Attorney Luetkehans offer two options which were to either discuss in open session or to discuss privately with Board members individually. With that said, General Manager Spatz told Board members that he would be reaching out to each member individually to discuss privately.

Lastly, General Manager Spatz noted that the Village of Romeoville has shown interest in joining the Commission and provided a preliminary route study analysis but had also requested that the Commission look into all possible route options. General Manager Spatz noted that staff would be reaching out to Edison to meet and discuss an Edison easement straight south of the Commission's tank site which was already started a few years back with the Village of Shorewood.

With no further discussion, Commissioner Gustin moved to adjourn the meeting at 7:27 P.M. Seconded by Commissioner Broda and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Board/Minutes/Commission/2021/Rcm20211021.docx

DUPAGE WATER COMMISSION INTEROFFICE MEMORANDUM

TO: Chairman and Commissioners
FROM: Bill Fates, Treasurer
DATE: November 9, 2021
SUBJECT: TREASURER'S REPORT – October 31, 2021

I am pleased to report that I have reviewed and approved all journal entries and bank reconciliations for the month of October. 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 \$213.8 million on October 31st, a decrease of \$0.3 million compared to the previous month.
2. The balance in the BMO Harris checking account was \$35.7 million on October 31st, down \$0.5 million compared to the \$36.2 million reported last month.
3. The BMO Harris money market accounts had \$2.7 million at month-end, relatively unchanged from the prior month.
4. During the month of October, the IIT money market accounts increased by \$1.9 million from the prior month.
5. In October, our holdings of U.S. Treasury Investments increased by \$1.3 million, and commercial paper and asset back securities decreased by \$2.0 million and \$1.3 million, respectively, during the month.
6. The current holdings of cash and investments are in compliance with the approved investment policy.
7. For the six months ended October 31, 2021, the Commission's cash and investments increased a total of \$3.0 million.
 - The Operating & Maintenance Account increased by \$1.9 million for an ending balance of \$38.4 million.
 - The General Account increased by approximately \$3,200 for an ending balance of \$13.9 million.
 - The Sales Tax Account remained unchanged at \$291.
 - The Operating Reserve Account increased by approximately \$539,000 for a balance of \$72.9 million.

- The Capital Reserve Fund increased by about approximately \$403,000 for a balance of \$66.3 million.
- The Long-Term Capital Reserve Account increased by approximately \$168,000 for a balance of \$22.3 million.

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

Cash and Investments by Account

Account	Balance 4/30/2021	Balance 10/31/2021	Increase (Decrease)
Operations & Maintenance	\$36,535,808	\$38,417,093	\$1,881,285
General Account	13,879,929	13,883,104	3,175
Sales Tax	291	291	0
Operating Reserve	72,317,590	72,856,347	538,757
Capital Reserve	65,928,010	66,330,652	402,642
Long-Term Cap. Reserve	22,118,719	22,287,200	168,481
Total Cash & Investments	\$210,780,347	\$213,774,687	\$2,994,340

Schedule of Investments (Pages 5-11)

1. The average yield to maturity on the Commission's investments was 0.97%, down from the prior month average yield to maturity of 1.02%.
2. The portfolio ended the month of October 2021 with \$0.8 million of unrealized gains, compared to \$2.3 million in unrealized gains at April 30, 2021.
3. The amortized cost of our investments was \$178.1 million at October 31st.

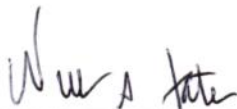
Statement of Cash Flows (Page 12)

1. The statement of cash flows shows a breakdown of the \$3.0 million increase in cash and investments for the fiscal year.
2. Operating activities increased cash by approximately \$2.5 million as of the end of October 2021.
3. The decrease in Loans Receivable, primarily related to Bartlett activity, increased cash by approximately \$266,000.
4. Capital Assets purchased were \$0.9 million.
5. Cash flow from investment activity generated approximately \$1.2 million of income.

Reserve Analysis (Page 13)

4. The reserve analysis report shows the Commission has met all recommended reserve balances on October 31st.
5. The Operating and Maintenance Account was \$38.4 million which is a balance currently sufficient to cover an estimated 100 days of normal operation and maintenance costs.
6. The Operating Reserve account was \$72.9 million which is approximately 189 days, this amount meets the minimum balance per the reserve policy.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Bill Fates".

Bill Fates, CPA
Treasurer

DU PAGE WATER COMMISSION
 TREASURER'S REPORT
 SUMMARY OF CASH AND INVESTMENTS
 October 31, 2021

FUNDS CONSIST OF:	October 31, 2021	September 30, 2021	INCR. - (DECR.)
PETTY CASH	1,300.00	1,300.00	0.00
CASH AT HARRIS BANK	35,711,670.03	36,236,248.53	(524,578.50)
TOTAL CASH	35,712,970.03	36,237,548.53	(524,578.50)
IIIT MONEY MARKET FUNDS	14,594,032.00	12,653,674.30	1,940,357.70
BMO HARRIS MONEY MARKET FUNDS	2,704,123.39	2,703,710.06	413.33
U. S. TREASURY INVESTMENTS	74,020,877.36	72,744,536.76	1,276,340.60
U. S. AGENCY INVESTMENTS	47,272,717.97	46,850,284.37	422,433.60
MUNICIPAL BONDS	13,679,035.55	13,866,199.72	(187,164.17)
COMMERCIAL PAPER	0.00	1,999,720.00	(1,999,720.00)
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG CERTIFICATES OF DEPOSIT	25,790,930.70 0.00	27,048,188.53 0.00	(1,257,257.83) 0.00
TOTAL INVESTMENTS	178,061,716.97	177,866,313.74	195,403.23
TOTAL CASH AND INVESTMENTS	213,774,687.00	214,103,862.27	(329,175.27)
	October 31, 2021	September 30, 2021	% CHANGE
IIIT MONEY MARKET FUNDS	8.2%	7.2%	15.3%
BMO HARRIS MONEY MARKET FUNDS	1.5%	1.5%	0.0%
U. S. TREASURY INVESTMENTS	41.6%	40.9%	1.8%
U. S. AGENCY INVESTMENTS	26.5%	26.3%	0.9%
MUNICIPAL BONDS	7.7%	7.8%	-1.3%
COMMERCIAL PAPER	0.0%	1.1%	-100.0%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG CERTIFICATES OF DEPOSIT	14.5% 0.0%	15.2% 0.0%	-4.6% N/A
TOTAL INVESTMENTS	100.0%	100.0%	0.1%

Note 1 - Investments are carried at amortized cost.

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

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/21
Water Fund Oper. & Maint. Acct. (01-121103)										
BMO Harris - Money Market	0.180%	10/31/21	11/01/21	1	0.180%	\$ 2,704,123.39	\$ 2,704,123.39	0.00	\$ 2,704,123.39	-
Water Fund General Account (01-121700)										
IIIT - Money Market	0.025%	10/31/21	11/01/21	1	0.025%	13,883,103.91	13,883,103.91	0.00	13,883,103.91	-
	Weighted Avg Maturity			1	0.025%	\$ 13,883,103.91	\$ 13,883,103.91	0.00	\$ 13,883,103.91	\$ -
Sales Tax Funds (01-123000)										
IIIT - Money Market	0.025%	10/31/21	11/01/21	1	0.025%	291.11	291.11	0.00	291.11	-
	Weighted Avg Maturity			1	0.025%	\$ 291.11	\$ 291.11	0.00	\$ 291.11	\$ -
Water Fund Operating Reserve (01-121800)										
IIIT - Money Market	0.025%	10/31/21	11/01/21	1	0.025%	182,154.96	182,154.96	0.00	182,154.96	-
US Treasury Notes	1.625%	07/01/19	11/15/22	380	1.740%	700,000.00	697,375.00	1,817.47	699,192.47	5,254.76
US Treasury Notes	1.750%	09/03/19	01/31/23	457	1.370%	1,500,000.00	1,518,808.59	(11,914.12)	1,506,894.47	6,633.83
US Treasury Notes	1.750%	06/04/18	01/31/23	457	2.760%	2,525,000.00	2,414,629.89	80,764.95	2,495,394.84	11,166.95
US Treasury Notes	0.125%	03/12/21	02/28/23	485	0.150%	1,000,000.00	999,531.25	151.44	999,682.69	214.09
US Treasury Notes	0.125%	09/29/21	10/15/23	714	0.300%	1,500,000.00	1,494,609.38	231.54	1,494,840.92	87.57
US Treasury Notes	0.125%	01/29/19	12/31/23	791	2.560%	1,270,000.00	1,251,991.80	10,082.59	1,262,074.39	9,628.53
US Treasury Notes	0.125%	02/18/21	02/15/24	837	0.210%	750,000.00	748,095.70	445.09	748,540.79	198.71
US Treasury Notes	2.250%	01/29/19	12/31/23	851	2.560%	550,000.00	545,208.98	2,555.91	547,764.89	2,237.22
US Treasury Notes	2.125%	04/01/19	03/31/24	882	2.300%	1,050,000.00	1,041,140.63	4,580.26	1,045,720.89	1,961.54
US Treasury Notes	2.000%	05/28/19	04/30/24	912	2.100%	1,420,000.00	1,413,121.88	3,395.09	1,416,516.97	78.45
US Treasury Notes	1.500%	05/06/21	11/30/24	1,126	0.450%	1,000,000.00	1,036,992.19	(4,979.72)	1,032,012.47	6,311.48
US Treasury Notes	1.750%	01/02/20	12/31/24	1,157	1.650%	500,000.00	502,363.28	(863.03)	501,500.25	2,948.37
US Treasury Notes	1.375%	02/03/20	01/31/25	1,188	1.370%	1,000,000.00	1,000,078.13	(27.23)	1,000,050.90	3,474.86
US Treasury Notes	2.000%	05/06/21	02/15/25	1,203	0.490%	1,000,000.00	1,056,406.25	(7,168.55)	1,049,237.70	4,239.13
US Treasury Notes	1.125%	03/02/20	02/28/25	1,216	0.830%	1,000,000.00	1,014,335.94	(4,776.02)	1,009,559.92	1,926.80
US Treasury Notes	0.250%	06/29/21	09/30/25	1,430	0.760%	1,000,000.00	978,867.19	1,687.36	980,554.55	219.78
US Treasury Notes	0.250%	11/03/20	10/31/25	1,461	0.390%	500,000.00	496,523.44	690.73	497,214.17	3.45
US Treasury Notes	0.375%	12/08/20	11/30/25	1,491	0.380%	925,000.00	924,819.34	32.43	924,851.77	1,459.53
US Treasury Notes	0.375%	01/05/21	12/31/25	1,522	0.370%	1,500,000.00	1,500,410.16	(67.19)	1,500,342.97	1,895.38
US Treasury Notes	0.375%	03/01/21	01/31/26	1,553	0.690%	1,000,000.00	984,765.63	2,062.37	986,828.00	947.69
US Treasury Notes	1.625%	03/01/21	02/15/26	1,568	0.690%	1,000,000.00	1,045,585.94	(6,120.10)	1,039,465.84	3,444.29
US Treasury Notes	0.500%	09/03/21	02/28/26	1,581	0.720%	1,000,000.00	990,507.81	313.70	990,821.51	856.35
US Treasury Notes	0.750%	06/02/21	03/31/26	1,612	0.760%	750,000.00	749,707.03	24.95	749,731.98	494.51
US Treasury Notes	0.750%	06/02/21	04/30/26	1,642	0.770%	750,000.00	749,121.09	73.61	749,194.70	15.54
US Treasury Notes	0.750%	08/02/21	05/31/26	1,673	0.630%	500,000.00	502,753.91	(139.18)	502,614.73	1,577.87
US Treasury Notes	0.875%	10/26/21	06/30/26	1,703	1.150%	1,000,000.00	987,304.69	37.19	987,341.88	2,948.37
African Development Bank Supranational	1.625%	09/12/19	09/16/22	320	1.680%	670,000.00	668,948.10	745.18	669,693.28	1,360.94
Intl Bank of Recon & Dev	0.125%	04/13/21	04/20/23	536	0.230%	510,000.00	508,944.30	282.00	509,226.30	19.64
Asian Development Bank Corp Notes	0.375%	06/02/21	06/11/24	954	0.400%	1,405,000.00	1,404,157.00	111.33	1,404,268.33	2,078.23
Inter-American Devel Bk Notes	0.500%	09/23/21	09/23/24	1,058	0.520%	710,000.00	709,474.60	18.70	709,493.30	374.72

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

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/21
Water Fund Operating Reserve (01-121800) Continued...										
NY ST Urban Dev Corp Bonds	0.622%	07/17/20	03/15/23	500	0.620%	220,000.00	220,000.00	0.00	220,000.00	174.85
Avondale School Dist. MI Txbi GO Bonds	1.650%	02/04/20	05/01/23	547	1.650%	350,000.00	350,000.00	0.00	350,000.00	2,887.50
Univ of CO Txbi Rev Bonds	2.569%	10/22/19	06/01/23	578	1.950%	280,000.00	286,036.80	(3,389.97)	282,646.83	2,997.17
Port Auth of NY/NJ Txbi Rev Bonds	1.086%	07/02/20	07/01/23	608	1.090%	205,000.00	205,000.00	0.00	205,000.00	742.10
Long Beach CCD, CA Txbi GO Bonds	1.743%	10/09/19	08/01/23	639	1.740%	280,000.00	280,000.00	0.00	280,000.00	1,220.10
Tamalpais UHSD, CA Txbi GO Bonds	1.971%	09/20/19	08/01/23	639	1.970%	295,000.00	295,000.00	0.00	295,000.00	1,453.61
NYC, NY Txbi GO Bonds	2.080%	09/25/19	08/01/23	639	1.940%	685,000.00	688,548.30	(1,935.90)	686,612.40	3,562.00
OR ST Dept of Trans Txbi Rev Bonds	1.946%	11/07/19	11/15/23	745	1.950%	300,000.00	300,000.00	0.00	300,000.00	2,691.97
Houston, TX Txbi GO Bonds	1.950%	08/23/19	03/01/24	852	1.950%	765,000.00	765,000.00	0.00	765,000.00	2,486.25
New York St Urban Dev Corp SAL Bonds	2.020%	10/24/19	03/15/24	866	2.020%	680,000.00	680,000.00	0.00	680,000.00	1,755.16
TX ST Trans Comm Txbi GO Bonds	4.000%	12/11/19	04/01/24	883	1.990%	410,000.00	443,812.70	(14,853.51)	428,959.19	1,366.67
WI St Txbi GO Bonds	1.775%	02/11/20	05/01/24	913	1.780%	200,000.00	200,000.00	0.00	200,000.00	1,775.00
WI St Txbi GO Bonds	1.857%	10/02/19	05/01/24	913	1.860%	275,000.00	275,000.00	0.00	275,000.00	2,553.38
CT ST Txbi GO Bonds	3.000%	06/12/20	06/01/24	944	0.800%	240,000.00	260,402.40	(7,013.77)	253,388.63	3,000.00
Connecticut St A Txbi Municipal Bonds	1.998%	06/11/20	07/01/24	974	2.000%	120,000.00	120,000.00	0.00	120,000.00	799.20
NYC, NY Txbi GO Bonds	1.790%	10/04/19	10/01/24	1,066	1.790%	675,000.00	675,000.00	0.00	675,000.00	1,006.88
NY ST Urban Dev Corp Bonds	1.115%	06/18/20	03/15/25	1,231	1.120%	395,000.00	395,000.00	0.00	395,000.00	562.77
FL ST Board of Admin Txbi Rev	1.258%	09/16/20	07/01/25	1,339	1.110%	100,000.00	100,707.00	(166.14)	100,540.86	419.33
FL ST Board of Admin Txbi Rev	1.258%	09/16/20	07/01/25	1,339	1.260%	410,000.00	410,000.00	0.00	410,000.00	1,719.27
Los Angeles CCD, CA Txbi GO Bonds	0.773%	11/10/20	08/01/25	1,370	0.770%	275,000.00	275,000.00	0.00	275,000.00	531.44
MN St Txbi GO Bonds	0.630%	08/25/20	08/01/25	1,370	0.630%	740,000.00	740,000.00	0.00	740,000.00	1,165.50
FN AL2092	3.000%	03/06/18	07/25/27	2,093	2.980%	203,092.15	203,346.00	(99.22)	203,246.78	507.73
FN AP4718	2.500%	07/20/18	08/25/27	2,124	2.750%	154,814.25	151,742.13	1,114.51	152,856.64	322.53
Fannie Mae Pool	3.500%	04/05/18	02/01/28	2,284	3.230%	276,402.23	282,707.67	(2,294.48)	280,413.19	806.17
Fannie Mae Pool	3.500%	04/05/18	03/01/28	2,313	3.230%	51,656.25	52,834.65	(425.37)	52,409.28	150.66
FR ZT1267	2.500%	08/21/19	05/25/28	2,398	3.200%	193,968.09	196,665.48	(680.72)	195,984.76	404.10
FN CA1940	4.000%	07/11/18	06/01/28	2,405	3.640%	219,063.25	225,566.68	(2,175.01)	223,391.67	730.21
FNMA Pool #AU1266	3.000%	10/31/17	07/25/28	2,459	2.720%	240,309.54	246,429.94	(2,296.72)	244,133.22	600.77
Fannie Mae Pool	4.000%	03/18/19	03/25/29	2,702	3.630%	108,919.10	112,271.77	(884.27)	111,387.50	363.06
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	2,984	3.000%	103,533.72	109,616.33	(2,648.12)	106,968.21	301.97
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	3,196	2.630%	189,908.61	198,246.79	(3,263.80)	194,982.99	474.77
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	3,288	2.960%	160,978.25	171,416.69	(4,050.22)	167,366.47	469.52
FR ZS7331	3.000%	02/13/20	12/01/30	3,318	2.600%	337,668.21	350,436.30	(2,016.18)	348,420.12	844.17
FN FM1082	3.000%	08/19/19	09/25/31	3,616	2.720%	249,830.42	257,052.08	(1,319.75)	255,732.33	624.58
FG G16720	3.500%	01/25/19	11/15/31	3,667	3.340%	200,719.18	203,949.48	(698.20)	203,251.28	585.43
FG G16635	3.000%	04/18/19	02/15/32	3,759	2.930%	323,427.21	325,991.89	(507.22)	325,484.67	808.57
Fannie Mae Pool	3.500%	02/13/18	01/25/33	4,104	3.300%	218,719.10	223,776.97	(1,261.21)	222,515.76	637.93
Freddie Mac Pool	4.000%	06/07/18	02/15/33	4,125	3.730%	84,365.91	86,910.07	(588.21)	86,321.86	281.22
FN CA1455	4.000%	12/20/18	03/25/33	4,163	3.760%	281,413.89	288,735.04	(1,477.22)	287,257.82	938.05
FN BM5830	3.500%	06/05/19	04/25/34	4,559	3.180%	295,619.00	306,704.71	(1,779.54)	304,925.17	862.22
FN FM0047	3.000%	06/17/21	12/01/34	4,779	2.450%	303,409.85	322,610.00	(535.18)	322,074.82	758.52
FN FM2694	3.500%	06/05/19	04/25/34	4,559	2.570%	337,952.67	356,117.63	(1,951.72)	354,165.91	844.88
FR SB0364	3.500%	06/21/21	06/01/35	4,961	2.830%	297,965.36	321,057.68	(585.36)	320,472.32	869.07
FN FM3701	2.500%	07/27/20	07/01/35	4,991	2.040%	268,828.89	284,580.59	(1,329.50)	283,251.09	560.06
FN FM5714	4.000%	03/19/21	11/01/35	5,114	3.230%	268,657.76	292,669.04	(994.84)	291,674.20	895.53

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

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/21
Water Fund Operating Reserve (01-121800) Continued...										
FHLMC Multifamily Structured Pool	2.396%	03/28/19	06/25/22	237	2.470%	586,913.55	585,583.83	1,085.86	586,669.69	1,171.87
FHLMC Multifamily Structured Pool	2.716%	04/02/19	06/25/22	237	2.630%	622,245.64	623,801.26	(1,269.59)	622,531.67	1,408.35
FHLMC Multifamily Structured Pool	2.355%	08/14/19	07/25/22	267	1.920%	461,979.43	467,609.81	(4,328.99)	463,280.82	906.63
FHLMC Multifamily Structured Pool	2.682%	06/13/19	10/25/22	359	2.210%	650,000.00	659,750.00	(7,038.51)	652,711.49	1,452.75
FHLMC Multifamily Structured Pool	2.510%	06/12/19	11/25/22	390	2.240%	650,000.00	655,687.50	(4,003.85)	651,683.65	1,359.58
FNA 201-M7	2.280%	09/04/19	12/25/22	420	1.860%	162,010.43	164,132.93	(1,411.40)	162,721.53	307.82
FNA 201-M7	2.280%	09/11/19	12/25/22	420	2.080%	299,812.41	301,680.53	(1,238.51)	300,442.02	569.64
FHLMC Series K032 A1	3.016%	06/13/18	02/01/23	458	2.960%	62,045.70	61,728.21	231.59	61,959.80	138.00
FHLMC Multifamily Structured Pool	2.669%	06/13/18	02/25/23	482	2.790%	62,172.45	62,320.59	(108.06)	62,212.53	156.26
FHMS KP05 A1	3.203%	12/07/18	07/01/23	608	3.200%	8,917.70	8,917.67	0.02	8,917.69	23.80
FHLMC Multifamily Structured Pool	2.741%	10/31/17	10/25/23	724	2.380%	22,551.97	23,002.96	(304.23)	22,698.73	51.51
FHMS K724 A2	3.062%	02/02/21	11/01/23	731	0.580%	340,000.00	362,963.28	(6,233.55)	356,729.73	867.57
FHLMC Multifamily Structured Pool	2.951%	12/15/17	02/25/24	847	2.600%	240,014.74	244,806.65	(3,027.15)	241,779.50	590.24
Fannie Mae ACES	3.346%	12/13/19	03/25/24	876	2.140%	259,247.33	271,845.13	(5,613.61)	266,231.52	722.87
FHMS K731 A1	3.481%	04/06/18	04/01/24	883	3.110%	136,032.55	138,753.20	(1,619.91)	137,133.29	394.61
FHMS KJ27 A1	2.092%	11/20/19	07/25/24	998	2.090%	106,515.69	106,513.12	1.08	106,514.20	185.69
FHMS K732 A1	3.627%	06/20/18	09/25/24	1,060	3.270%	257,628.12	262,777.08	(2,787.78)	259,989.30	778.68
FHMS KJ25 A1	2.149%	09/18/19	11/25/24	1,121	2.150%	36,820.10	36,819.89	0.09	36,819.98	65.94
FHMS K043 A2	3.062%	03/19/20	12/25/24	1,151	1.950%	190,000.00	199,410.94	(3,221.27)	196,189.67	484.82
FHMS K047 A1	2.827%	06/18/19	12/25/24	1,151	2.490%	427,618.20	434,967.88	(3,191.02)	431,776.86	1,007.40
FHMS KJ28 A1	1.766%	02/19/20	02/01/25	1,189	1.770%	280,756.17	280,755.01	0.39	280,755.40	413.18
FHLMC Multifamily Structured Pool	3.139%	04/11/19	06/01/25	1,309	1.800%	337,971.07	339,660.92	(629.23)	339,031.69	533.71
FHMS KJ31 A1	0.569%	10/20/20	05/25/26	1,667	2.780%	609,334.69	621,520.77	(5,057.55)	616,463.22	1,593.92
FHMS K736 A1	1.895%	09/04/19	06/01/26	1,674	0.570%	217,995.32	217,990.96	0.80	217,991.76	103.37
FHMS K737 A1	2.116%	01/22/20	06/01/26	1,674	2.030%	488,148.25	490,586.07	(675.30)	489,910.77	860.77
FHR 4096 PA	1.375%	02/21/20	08/01/27	2,100	1.490%	380,353.61	377,263.24	699.41	377,962.65	435.82
FNR 2012-107 GA	1.500%	12/03/19	09/01/27	2,131	1.690%	191,268.48	188,623.59	651.40	189,274.99	239.09
FHS 287 150	1.500%	12/21/17	10/01/27	2,161	1.840%	209,244.13	202,966.80	2,473.95	205,440.75	261.56
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	2,253	1.440%	197,953.59	195,146.67	612.06	195,758.73	206.20
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	2,374	1.860%	402,558.87	399,162.28	765.15	399,927.43	587.07
FNR 2013-19 GE	2.500%	10/25/19	03/01/33	4,139	2.400%	195,530.80	197,669.41	(321.82)	197,347.59	407.36
Freddie Mac	3.000%	05/03/19	04/15/34	4,549	2.960%	385,401.81	387,298.70	(316.50)	386,982.20	963.50
FHR 3745 NP	4.000%	09/12/19	06/01/39	6,422	3.740%	67,563.85	69,978.73	(260.38)	69,718.35	225.21
FNR 2013-75 PC	2.500%	04/15/20	04/01/43	7,822	2.200%	248,777.33	262,226.86	(898.67)	261,328.19	518.29
FNR 2015-33 P	2.500%	02/14/20	06/01/45	8,614	2.400%	269,767.10	274,909.55	(345.32)	274,564.23	562.01
FNR 2016-19 AH	3.000%	07/08/20	04/25/46	8,942	2.580%	139,319.32	150,437.64	(563.43)	149,874.21	348.30
FHR 5000 LB	1.250%	08/07/20	07/25/46	9,033	1.160%	310,893.93	317,014.67	(288.75)	316,725.92	323.85
FNR 2016-79 HA	2.000%	06/05/20	11/25/46	9,156	1.830%	217,231.90	225,174.47	(419.37)	224,755.10	362.05
Federal Farm Credit Banks Notes	0.530%	03/10/20	01/18/22	79	0.610%	1,420,000.00	1,418,054.60	1,719.26	1,419,773.86	2,153.27
Freddie Mac Notes	0.375%	04/17/20	04/20/23	536	0.460%	1,395,000.00	1,391,512.50	1,783.56	1,393,296.06	159.84
Freddie Mac Notes	0.375%	05/05/20	05/05/23	551	0.390%	1,335,000.00	1,334,439.30	278.55	1,334,717.85	2,447.50
Fannie Mae Notes	0.250%	05/20/20	05/22/23	568	0.350%	1,420,000.00	1,415,725.80	2,060.98	1,417,786.78	1,567.92
Freddie Mac Notes	0.250%	06/24/20	06/26/23	603	0.350%	1,295,000.00	1,291,218.60	1,702.49	1,292,921.09	1,124.13
Fannie Mae Notes	0.250%	07/08/20	07/10/23	617	0.320%	1,395,000.00	1,392,000.75	1,312.00	1,393,312.75	1,075.31
Freddie Mac Notes	0.250%	10/02/20	12/01/23	761	0.280%	510,000.00	509,495.10	153.08	509,648.18	520.63
Fannie Mae Notes	2.500%	02/07/19	02/05/24	827	2.580%	930,000.00	926,540.40	1,892.06	928,432.46	5,554.17
FHLB Bonds	2.500%	02/14/19	02/13/24	835	2.580%	1,020,000.00	1,016,389.20	1,959.81	1,018,349.01	5,525.00
Federal Farm Credit Banks Notes	0.875%	04/03/20	04/08/24	890	0.880%	1,420,000.00	1,420,000.00	0.00	1,420,000.00	793.82
Fannie Mae Notes	1.625%	01/08/20	01/07/25	1,164	1.690%	1,210,000.00	1,206,140.10	1,398.79	1,207,538.89	6,226.46
Federal Home Loan Bank Notes	0.500%	04/15/20	04/14/25	1,261	0.600%	1,060,000.00	1,054,742.40	1,625.71	1,056,368.11	250.28
Fannie Mae Notes	0.625%	06/01/20	04/22/25	1,269	0.500%	500,000.00	502,950.00	(854.43)	502,095.57	78.12
Fannie Mae Notes	0.625%	04/22/20	04/22/25	1,269	0.670%	1,225,000.00	1,222,476.50	769.22	1,223,245.72	191.41
Fannie Mae Notes	0.500%	06/29/20	06/17/25	1,325	0.470%	1,000,000.00	1,001,280.00	(345.24)	1,000,934.76	1,861.11
Freddie Mac Notes	0.375%	07/21/20	07/21/25	1,359	0.480%	420,000.00	417,908.40	534.37	418,442.77	437.50
Federal Home Loan Bank Notes	0.375%	09/10/20	09/04/25	1,404	0.440%	150,000.00	149,550.00	102.91	149,652.91	89.06
Freddie Mac Notes	0.375%	09/23/20	09/23/25	1,423	0.440%	680,000.00	677,953.20	451.10	678,404.30	269.17
		Weighted Avg Maturity	1.326		1.375%	\$ 72,555,974.08	\$ 72,874,512.54	(18,165.82)	\$ 72,856,346.72	\$ 175,484.44

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

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/21
Water Fund L-T Water Capital Reserve (01-121900)										
IIIT - Money Market (PFM Asset Management)	0.025%	10/31/21	11/01/21	1	0.025%	288,195.09	288,195.09	0.00	288,195.09	-
US Treasury Notes	0.125%	06/14/21	05/31/23	577	0.160%	375,000.00	374,765.63	45.30	374,810.93	197.23
US Treasury Notes	0.125%	06/29/21	06/30/23	607	0.250%	500,000.00	498,750.00	212.33	498,962.33	210.60
US Treasury Notes	1.875%	04/26/21	08/31/23	669	0.430%	1,000,000.00	1,048,007.81	(7,385.82)	1,040,621.99	3,211.33
US Treasury Notes	2.125%	12/01/17	11/30/24	1,126	2.280%	475,000.00	470,416.99	2,562.68	472,979.67	4,247.10
US Treasury Notes	2.125%	07/01/19	02/15/25	1,203	1.820%	250,000.00	252,412.11	(1,001.23)	251,410.88	1,059.78
US Treasury Notes	2.125%	05/03/16	05/15/25	1,292	1.760%	150,000.00	154,558.59	(2,773.05)	151,785.54	1,472.49
US Treasury Notes	2.875%	07/02/18	05/31/25	1,308	2.830%	250,000.00	250,732.42	(353.15)	250,379.27	3,024.25
US Treasury Notes	0.250%	10/01/20	09/30/25	1,430	0.330%	340,000.00	338,578.91	304.07	338,882.98	74.73
US Treasury Notes	2.250%	07/06/16	11/15/25	1,476	1.320%	105,000.00	113,613.28	(4,895.23)	108,718.05	1,091.37
US Treasury Notes	2.250%	06/27/16	11/15/25	1,476	1.450%	115,000.00	123,036.52	(4,576.55)	118,459.97	1,195.31
US Treasury Notes	0.375%	04/26/21	01/31/26	1,553	0.790%	1,000,000.00	980,468.75	2,110.27	982,579.02	947.69
US Treasury Notes	1.625%	03/01/21	02/15/26	1,568	0.690%	500,000.00	522,792.97	(3,060.05)	519,732.92	1,722.15
US Treasury Notes	1.625%	06/04/18	05/15/26	1,657	2.930%	250,000.00	227,099.61	9,827.99	236,927.60	1,876.70
US Treasury Notes	1.625%	09/10/18	05/15/26	1,657	2.900%	275,000.00	250,980.47	9,828.90	260,809.37	2,064.37
US Treasury Notes	2.000%	12/04/18	11/15/26	1,841	2.920%	225,000.00	210,445.31	5,323.17	215,768.48	2,078.80
US Treasury Notes	0.500%	06/29/20	06/30/27	2,068	0.490%	500,000.00	500,195.31	(37.37)	500,157.94	842.39
US Treasury Notes	2.250%	06/04/18	08/15/27	2,114	2.950%	250,000.00	236,035.16	5,177.55	241,212.71	1,192.26
US Treasury Notes	2.250%	08/01/19	08/15/27	2,114	1.950%	250,000.00	255,566.41	(1,554.87)	254,011.54	1,192.26
US Treasury Notes	0.500%	09/02/20	08/31/27	2,130	0.450%	200,000.00	200,671.88	(111.59)	200,560.29	171.27
US Treasury Notes	2.250%	05/01/19	11/15/27	2,206	2.440%	250,000.00	246,328.13	1,076.01	247,404.14	2,598.51
US Treasury Notes	0.625%	12/11/20	11/30/27	2,221	0.620%	200,000.00	200,109.38	(13.86)	200,095.52	525.96
US Treasury Notes	0.625%	01/05/21	12/31/27	2,252	0.660%	200,000.00	199,476.56	61.19	199,537.75	421.20
US Treasury Notes	2.750%	01/30/19	02/15/28	2,298	2.710%	250,000.00	250,722.66	(219.95)	250,502.71	1,457.20
US Treasury Notes	2.875%	04/05/21	05/15/28	2,388	1.420%	385,000.00	422,717.97	(3,023.25)	419,694.72	5,113.28
US Treasury Notes	1.250%	06/04/21	05/31/28	2,404	1.230%	500,000.00	500,664.06	(38.28)	500,625.78	2,629.78
US Treasury Notes	1.000%	08/02/21	07/31/28	2,465	0.990%	400,000.00	400,203.13	(7.08)	400,196.05	1,010.87
US Treasury Notes	1.125%	09/02/21	08/31/28	2,496	1.070%	400,000.00	401,359.38	(31.40)	401,327.98	770.72
US Treasury Notes	3.125%	05/01/19	11/15/28	2,572	2.470%	150,000.00	158,320.31	(2,182.14)	156,138.17	2,165.42
US Treasury Notes	2.625%	06/03/19	02/15/29	2,664	2.120%	100,000.00	104,406.25	(1,094.41)	103,311.84	556.38
US Treasury Notes	2.625%	04/01/19	02/15/29	2,664	2.490%	150,000.00	151,769.53	(462.75)	151,306.78	834.58
US Treasury Notes	1.750%	02/03/20	11/15/29	2,937	1.560%	250,000.00	254,355.47	(774.50)	253,580.97	2,021.06
US Treasury Notes	0.625%	06/29/20	05/15/30	3,118	0.650%	250,000.00	249,414.06	79.46	249,493.52	721.81
US Treasury Notes	0.875%	12/11/20	11/15/30	3,302	0.880%	200,000.00	199,867.19	11.80	199,878.99	808.42
African Development Bank Supranational	1.625%	09/12/19	09/16/22	320	1.680%	160,000.00	159,748.80	177.95	159,926.75	325.00
Intl Bank of Recon & Dev	0.125%	04/13/21	04/20/23	536	0.230%	140,000.00	139,710.20	77.41	139,787.61	5.39
Asian Development Bank Corp Notes	0.375%	06/02/21	06/11/24	954	0.400%	425,000.00	424,745.00	33.67	424,778.67	628.64
Inter-American Devel Bk Corp Notes	0.875%	04/13/21	04/20/26	1,632	0.970%	200,000.00	199,084.00	97.82	199,181.82	53.47
NY ST Urban Dev Corp Bonds	0.622%	07/17/20	03/15/23	500	0.620%	60,000.00	60,000.00	0.00	60,000.00	47.69
Avondale School Dist, MI Txbi GO Bonds	1.650%	02/04/20	05/01/23	547	1.650%	100,000.00	100,000.00	0.00	100,000.00	825.00
Univ of CO Txbi Rev Bonds	2.569%	10/22/19	06/01/23	578	1.950%	75,000.00	76,617.00	(908.03)	75,708.97	802.81
Port Auth of NY/NJ Txbi Rev Bonds	1.086%	07/02/20	07/01/23	608	1.090%	55,000.00	55,000.00	0.00	55,000.00	199.10
Long Beach CCD, CA Txbi GO Bonds	1.743%	10/09/19	08/01/23	639	1.740%	70,000.00	70,000.00	0.00	70,000.00	305.03
Tamalpais UHSD, CA Txbi GO Bonds	1.971%	09/20/19	08/01/23	639	1.970%	75,000.00	75,000.00	0.00	75,000.00	369.56
NYC, NY Txbi GO Bonds	2.080%	09/25/19	08/01/23	639	1.940%	175,000.00	175,906.50	(494.57)	175,411.93	910.00
OR ST Dept of Trans Txbi Rev Bonds	1.946%	11/07/19	11/15/23	745	1.950%	75,000.00	75,000.00	0.00	75,000.00	672.99
Houston, TX Txbi GO Bonds	1.950%	08/23/19	03/01/24	852	1.950%	200,000.00	200,000.00	0.00	200,000.00	650.00
New York St Urban Dev Corp SAL Bonds	2.020%	10/24/19	03/15/24	866	2.020%	175,000.00	175,000.00	0.00	175,000.00	451.69
TX ST Trans Comm Txbi GO Bonds	4.000%	12/11/19	04/01/24	883	1.990%	105,000.00	113,659.35	(3,803.95)	109,855.40	350.00
WI ST Txbi GO Bonds	1.775%	02/11/20	05/01/24	913	1.780%	50,000.00	50,000.00	0.00	50,000.00	443.75
WI ST Txbi GO Bonds	1.857%	10/02/19	05/01/24	913	1.860%	75,000.00	75,000.00	0.00	75,000.00	696.38
CT ST Txbi GO Bonds	3.000%	06/12/20	06/01/24	944	0.800%	65,000.00	70,525.65	(1,899.56)	68,626.09	812.50
Connecticut St A Txbi Municipal Bonds	1.998%	06/11/20	07/01/24	974	2.000%	30,000.00	30,000.00	0.00	30,000.00	199.80
Tamalpais UHSD, CA Txbi GO Bonds	2.021%	09/20/19	08/01/24	1,005	2.020%	60,000.00	60,000.00	0.00	60,000.00	303.15
NYC, NY Txbi GO Bonds	1.790%	10/04/19	10/01/24	1,066	1.790%	170,000.00	170,000.00	0.00	170,000.00	253.58
NY ST Urban Dev Corp Bonds	1.115%	06/18/20	03/15/25	1,231	1.120%	105,000.00	105,000.00	0.00	105,000.00	149.60
FL ST Board of Admin Txbi Rev	1.258%	09/16/20	07/01/25	1,339	1.260%	115,000.00	115,000.00	0.00	115,000.00	482.23
Los Angeles CCD, CA Txbi GO Bonds	0.773%	11/10/20	08/01/25	1,370	0.770%	75,000.00	75,000.00	0.00	75,000.00	144.94

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

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/21	
Water Fund L-T Water Capital Reserve (01-121900) Continued...										
FR ZT1267	2.500%	08/21/19	05/25/28	2.398	2.320%	50,521.91	51,224.50	(177.31)	51,047.19	105.25
FNMA Pool #AU1266	3.000%	10/31/17	07/25/28	2,459	2.720%	55,456.04	56,868.44	(530.01)	56,338.43	138.64
Fannie Mae Pool	4.000%	03/18/19	03/25/29	2.702	3.630%	23,104.04	23,815.24	(187.58)	23,627.66	77.01
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	2,984	3.000%	25,578.94	27,081.73	(654.25)	26,427.48	74.61
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	3,196	2.630%	28,486.31	29,737.03	(489.57)	29,247.46	71.22
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	3,288	2.960%	26,569.26	28,292.11	(668.48)	27,623.63	77.49
FR ZS7331	3.000%	02/13/20	12/01/30	3,318	2.600%	86,213.18	89,473.11	(514.77)	88,958.34	215.53
FN FM1082	3.000%	08/19/19	09/25/31	3,616	2.720%	63,682.28	65,523.09	(336.41)	65,186.68	159.21
FG G16635	3.000%	04/18/19	02/15/32	3,759	2.930%	69,305.83	69,855.39	(108.69)	69,746.70	173.26
FN BM5462	3.000%	06/21/19	11/25/32	4,043	2.800%	92,039.33	94,124.58	(367.63)	93,756.95	230.10
Freddie Mac Pool	4.000%	06/07/18	02/15/33	4,125	3.730%	25,958.68	26,741.48	(180.98)	26,560.50	86.53
FN CA1455	4.000%	12/20/18	03/25/33	4,163	3.760%	63,075.50	64,716.43	(331.10)	64,385.33	210.25
FN BM5830	3.500%	06/05/19	04/25/34	4,559	3.180%	73,904.75	76,676.17	(444.88)	76,231.29	215.56
FN FM0047	3.000%	06/17/21	12/01/34	4,779	2.450%	92,880.56	98,758.16	(163.83)	98,594.33	232.20
FR SB0364	3.500%	06/21/21	06/01/35	4,961	2.830%	89,082.44	95,986.32	(175.01)	95,811.31	259.82
FN FM3701	2.500%	07/27/20	07/01/35	4,991	2.040%	72,967.85	77,243.33	(360.87)	76,882.46	152.02
FN FM5714	4.000%	03/19/21	11/01/35	5,114	3.230%	73,604.86	80,183.28	(272.56)	79,910.72	245.35
FN FM8086	3.500%	10/15/21	07/01/51	10,835	3.090%	209,482.83	226,012.33	(10.67)	226,001.66	610.99
FHLMC Multifamily Structured Pool	2.307%	09/04/19	08/25/22	298	1.780%	75,000.00	76,107.42	(821.40)	75,286.02	144.19
Fannie Mae ACES	2.280%	09/04/19	12/25/22	420	1.860%	39,105.98	39,618.31	(340.68)	39,277.63	74.30
Fannie Mae ACES	2.280%	09/04/19	12/25/22	420	1.860%	39,105.98	39,618.31	(340.68)	39,277.63	74.30
Fannie Mae ACES	2.280%	09/11/19	12/25/22	420	2.080%	72,625.39	73,077.91	(300.01)	72,777.90	137.99
FHMS KP05 A1	3.203%	12/07/18	07/01/23	608	3.200%	1,869.85	1,869.85	0.00	1,869.85	4.99
FHLMC Multifamily Structured Pool	2.741%	10/31/17	10/25/23	724	2.380%	4,336.90	4,423.63	(58.51)	4,365.12	9.91
FHMS K724 A2	3.062%	02/02/21	11/01/23	731	0.580%	95,000.00	101,416.21	(1,741.73)	99,674.48	242.41
FHLMC Multifamily Structured Pool	2.951%	12/15/17	02/25/24	847	2.600%	73,850.71	75,325.14	(931.43)	74,393.71	181.61
Fannie Mae ACES	3.346%	12/13/19	03/25/24	876	2.140%	65,675.97	68,867.40	(1,422.11)	67,445.29	183.13
FHMS KJ27 A1	2.092%	11/20/19	07/25/24	998	2.090%	27,896.27	27,896.27	0.29	27,896.56	48.63
FHMS K732 A1	3.627%	06/20/18	09/25/24	1,060	3.270%	73,608.03	75,079.16	(796.51)	74,282.65	222.48
FHMS KJ25 A1	2.149%	09/18/19	11/25/24	1,121	2.150%	8,496.95	8,496.90	0.02	8,496.92	15.22
FHMS K043 A2	3.062%	03/19/20	12/25/24	1,151	1.950%	50,000.00	52,476.56	(847.70)	51,628.86	127.58
FHMS K047 A1	2.827%	06/18/19	12/25/24	1,151	2.490%	109,449.86	111,331.04	(816.75)	110,514.29	257.85
FHMS KJ28 A1	1.766%	02/19/20	02/25/25	1,213	1.770%	72,923.67	72,923.37	0.10	72,923.47	107.32
FHLMC Multifamily Structured Pool	3.139%	04/11/19	06/25/25	1,333	2.780%	66,543.45	66,543.17	0.06	66,543.23	28.61
FHMS KJ32 A1	0.516%	11/18/20	06/25/25	1,333	0.520%	83,268.24	83,684.57	(155.02)	83,529.55	131.49
FHMS KJ31 A1	0.569%	10/20/20	05/25/26	1,667	1.820%	132,464.08	135,113.22	(1,099.46)	134,013.76	346.50
FHMS K736 A1	1.895%	09/04/19	06/25/26	1,698	1.820%	59,841.86	59,840.63	0.23	59,840.86	28.38
FHMS K737 A1	2.116%	01/22/20	06/25/26	1,698	2.030%	122,037.08	122,646.54	(168.83)	122,477.71	215.19
FHR 4096 PA	1.375%	02/21/20	08/15/27	2,114	1.490%	98,637.85	97,836.41	181.38	98,017.79	113.02
FNR 2012-145 EA	1.250%	02/07/20	01/25/28	2,277	1.440%	51,062.22	50,338.18	157.88	50,496.06	53.19
FNR 2013-39 MP	1.750%	12/09/19	05/25/28	2,398	1.860%	102,814.64	101,947.15	195.42	102,142.57	149.94
Fannie Mae	2.500%	10/25/19	03/25/33	4,163	2.400%	49,816.77	50,361.62	(81.99)	50,279.63	103.78
Freddie Mac	3.000%	05/03/19	04/15/34	4,549	2.960%	71,151.10	71,501.29	(58.43)	71,442.86	177.88
FHR 3745 NP	4.000%	09/12/19	06/01/39	6,422	3.740%	14,864.04	15,395.32	(57.28)	15,338.04	49.55
FNR 2015-33 P	2.500%	02/14/20	06/25/45	8,638	2.400%	69,121.80	70,439.43	(88.48)	70,350.95	144.00
FNR 2016-79 HA	2.000%	06/05/20	11/25/46	9,156	1.830%	54,764.34	56,766.67	(105.72)	56,660.95	91.27

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

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/21
Water Fund L-T Water Capital Reserve (01-121900) Continued...										
Federal Farm Credit Banks Notes	0.530%	03/10/20	01/18/22	79	0.610%	370,000.00	369,493.10	447.98	369,941.08	561.06
Fannie Mae Notes	0.250%	06/01/20	05/22/23	568	0.310%	300,000.00	299,457.00	258.98	299,715.98	331.25
Fannie Mae Notes	0.250%	05/20/20	05/22/23	568	0.350%	365,000.00	363,901.35	529.76	364,431.11	403.02
Freddie Mac Notes	0.250%	06/24/20	06/26/23	603	0.350%	340,000.00	339,007.20	446.99	339,454.19	295.14
Fannie Mae Notes	0.250%	07/08/20	07/10/23	617	0.320%	390,000.00	389,161.50	366.80	389,528.30	300.63
Freddie Mac Notes	0.250%	12/02/20	12/04/23	764	0.280%	340,000.00	339,663.40	102.06	339,765.46	347.08
Fannie Mae Notes	2.500%	02/07/19	02/05/24	827	2.580%	195,000.00	194,274.60	396.72	194,671.32	1,164.58
FHLB Bonds	2.500%	02/14/19	02/13/24	835	2.580%	215,000.00	214,238.90	413.10	214,652.00	1,164.58
Federal Farm Credit Banks Notes	0.875%	04/03/20	04/08/24	890	0.880%	345,000.00	345,000.00	0.00	345,000.00	192.86
Federal Home Loan Bank Notes	0.500%	04/15/20	04/14/25	1,261	0.600%	260,000.00	258,710.40	398.76	259,109.16	61.39
Fannie Mae Notes	0.625%	04/22/20	04/22/25	1,269	0.670%	320,000.00	319,340.80	200.94	319,541.74	50.00
Fannie Mae Notes	0.500%	06/29/20	06/17/25	1,325	0.470%	500,000.00	500,640.00	(172.62)	500,467.38	930.56
Freddie Mac Notes	0.375%	07/21/20	07/21/25	1,359	0.480%	115,000.00	114,427.30	146.31	114,573.61	119.79
Federal Home Loan Bank Notes	0.375%	09/10/20	09/04/25	1,404	0.440%	40,000.00	39,880.00	27.44	39,907.44	23.75
FNMA Notes	2.125%	04/26/16	04/24/26	1,636	2.210%	210,000.00	208,357.80	906.58	209,264.38	86.77
FNMA Notes	2.125%	06/04/18	04/24/26	1,636	3.070%	250,000.00	233,645.00	7,070.13	240,715.13	103.30
FNMA Benchmark Note	1.875%	12/20/18	09/24/26	1,789	2.970%	500,000.00	462,350.00	13,896.22	476,246.22	963.54
Fannie Mae Notes	0.750%	10/07/20	10/08/27	2,168	0.770%	210,000.00	209,699.70	45.60	209,745.30	100.63
Fannie Mae Notes	0.875%	08/05/20	08/05/30	3,200	0.930%	100,000.00	99,485.00	63.76	99,548.76	209.03
		Weighted Avg Maturity	1.676		1.366%	\$ 22,190,443.39	\$ 22,281,021.25	6,178.50	\$ 22,287,199.75	\$ 73,798.28
Capital Reserve (01-122000)										
IIIT - Money Market (PFM Asset Management)	0.025%	10/31/21	11/01/21	1	0.025%	240,286.93	240,286.93	0.00	240,286.93	-
US Treasury Notes	1.625%	09/03/19	08/31/22	304	1.370%	3,145,000.00	3,168,218.94	(16,770.42)	3,151,448.52	8,753.00
US Treasury Notes	0.125%	03/12/21	02/28/23	485	0.150%	500,000.00	499,765.63	75.72	499,841.35	107.04
US Treasury Notes	0.250%	10/26/21	04/15/23	531	0.310%	3,000,000.00	2,997,421.88	24.09	2,997,445.97	350.27
US Treasury Notes	0.125%	06/14/21	05/31/23	577	0.160%	975,000.00	974,390.63	117.78	974,508.41	512.81
US Treasury Notes	0.250%	06/29/20	06/15/23	592	0.180%	2,500,000.00	2,504,980.47	(2,255.05)	2,502,725.42	2,373.63
US Treasury Notes	1.250%	06/29/20	07/31/23	638	0.170%	1,000,000.00	1,033,125.00	(14,385.55)	1,018,739.45	3,158.97
US Treasury Notes	0.125%	08/02/21	07/31/23	638	0.180%	2,000,000.00	1,997,890.63	258.59	1,998,149.22	631.79
US Treasury Notes	0.125%	10/07/20	09/15/23	684	0.190%	950,000.00	948,107.42	686.77	948,794.19	154.18
US Treasury Notes	0.250%	10/15/21	09/30/23	699	0.390%	3,365,000.00	3,355,667.38	183.51	3,355,850.89	739.56
US Treasury Notes	0.250%	11/27/20	11/15/23	745	0.200%	500,000.00	500,761.72	(236.98)	500,524.74	577.45
US Treasury Notes	0.125%	01/05/21	12/15/23	775	0.170%	1,000,000.00	998,789.06	336.62	999,125.68	474.73
US Treasury Notes	0.125%	01/05/21	12/15/23	775	0.170%	750,000.00	748,095.70	445.09	748,540.79	198.71
US Treasury Notes	0.125%	03/01/21	02/15/24	837	0.270%	2,600,000.00	2,589,031.25	2,470.26	2,591,501.51	688.86
US Treasury Notes	0.125%	04/26/21	02/15/24	837	0.300%	3,000,000.00	2,985,703.13	2,624.82	2,988,327.95	794.83
US Treasury Notes	0.250%	04/01/21	03/15/24	866	0.340%	2,500,000.00	2,493,261.72	1,316.32	2,494,578.04	811.46
US Treasury Notes	0.375%	04/26/21	04/15/24	897	0.340%	3,000,000.00	3,002,929.69	(508.10)	3,002,421.59	525.41
US Treasury Notes	0.250%	06/02/21	05/15/24	927	0.300%	1,700,000.00	1,697,343.75	370.30	1,697,714.05	1,963.32
US Treasury Notes	0.250%	06/29/21	06/15/24	958	0.460%	750,000.00	745,371.09	530.98	745,902.07	712.09
US Treasury Notes	0.375%	10/05/21	09/15/24	1,050	0.510%	1,300,000.00	1,294,820.31	125.28	1,294,945.59	632.94
US Treasury Notes	1.125%	09/02/21	02/28/25	1,216	0.520%	2,000,000.00	2,041,953.13	(1,974.26)	2,039,978.87	3,853.59
African Development Bank Supranational	1.625%	09/12/19	09/16/22	320	1.680%	455,000.00	454,285.65	506.05	454,791.70	924.22
Intl Bank of Recon & Dev	0.125%	04/13/21	04/20/23	536	0.230%	415,000.00	414,140.95	229.47	414,370.42	15.98
Inter-American Devel Bk Corp Notes	0.500%	04/17/20	05/24/23	570	0.510%	495,000.00	494,831.70	83.18	494,914.88	1,079.38
Asian Development Bank Corp Notes	0.375%	06/02/21	06/11/24	954	0.400%	1,270,000.00	1,269,238.00	100.63	1,269,338.63	1,878.54
Asian Development Bank Corp Notes	0.625%	10/06/21	10/08/24	1,073	0.640%	420,000.00	419,773.20	5.37	419,778.57	182.29
Connecticut St A Txbi Municipal Bonds	2.500%	06/11/20	07/01/22	243	1.660%	35,000.00	35,588.70	(398.75)	35,189.95	291.67
Tamalpais UHSD, CA Txbi GO Bonds	1.925%	09/20/19	08/01/22	274	1.930%	370,000.00	370,000.00	0.00	370,000.00	1,780.63
NYC, NY Txbi GO Bonds	1.690%	10/04/19	10/01/22	335	1.690%	180,000.00	180,000.00	0.00	180,000.00	253.50
NY ST Urban Dev Corp Bonds	0.622%	07/17/20	03/15/23	500	0.620%	175,000.00	175,000.00	0.00	175,000.00	139.09
WI ST Txbi GO Bonds	1.749%	02/13/20	05/01/23	547	1.750%	110,000.00	110,000.00	0.00	110,000.00	961.95
Avondale School Dist, MI Txbi GO Bonds	1.650%	02/04/20	05/01/23	547	1.650%	245,000.00	245,000.00	0.00	245,000.00	2,021.25
Univ of CO Txbi Rev Bonds	2.569%	10/22/19	06/01/23	578	1.950%	190,000.00	194,096.40	(2,300.33)	191,796.07	2,033.79
Port Auth of NY/NJ Txbi Rev Bonds	1.086%	07/02/20	07/01/23	608	1.090%	165,000.00	165,000.00	0.00	165,000.00	597.30
AZ Tran Board Txbi Rev Bonds	1.795%	02/12/20	07/01/23	608	1.800%	945,000.00	945,000.00	0.00	945,000.00	5,654.25
NYC, NY Txbi GO Bonds	2.080%	09/25/19	08/01/23	639	1.940%	465,000.00	467,408.70	(1,314.15)	466,094.55	2,418.00
CT ST Txbi GO Bonds	3.000%	06/12/20	06/01/24	944	0.800%	165,000.00	179,026.65	(4,821.97)	174,204.68	2,062.50
CT ST Txbi GO Bonds	0.508%	06/04/21	06/01/24	944	0.510%	540,000.00	540,000.00	0.00	540,000.00	1,120.14
Los Angeles CCD, CA Txbi GO Bonds	0.773%	11/10/20	08/01/25	1,370	0.770%	225,000.00	225,000.00	0.00	225,000.00	434.81

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

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/21	
Capital Reserve (01-122000) Continued...										
FN AB8565	2.000%	04/09/18	03/25/23	510	2.260%	33,207.75	32,813.40	287.32	33,100.72	55.35
FN AL2092	3.000%	03/06/18	07/25/27	2,093	2.698%	154,770.17	154,963.63	(75.62)	154,888.01	386.93
Fannie Mae Pool	3.500%	04/05/18	02/25/28	2,308	3.230%	230,335.26	235,589.77	(1,912.06)	233,677.71	671.81
Fannie Mae Pool	3.500%	04/05/18	03/25/28	2,337	3.230%	120,531.30	123,280.92	(992.54)	122,288.38	351.55
Fannie Mae Pool	3.500%	04/05/18	04/25/28	2,368	3.240%	150,934.73	154,236.43	(1,181.70)	153,054.73	440.23
FR ZT1267	2.500%	08/21/19	05/25/28	2,398	2.320%	132,620.02	134,464.27	(465.42)	133,998.85	276.29
FN CA1940	4.000%	07/11/18	06/01/28	2,405	3.640%	158,560.08	163,267.35	(1,574.30)	161,693.05	528.53
Fannie Mae Pool	4.000%	03/18/19	03/25/29	2,702	3.630%	64,361.26	66,342.39	(522.53)	65,819.86	214.54
FR SB0364	3.500%	06/21/21	06/01/35	4,961	2.830%	267,247.29	287,958.96	(525.02)	287,433.94	779.47
FHLMC Multifamily Structured Pool	2.396%	04/02/19	06/25/22	237	2.470%	342,366.26	341,590.58	633.43	342,224.01	683.59
FHLMC Multifamily Structured Pool	2.396%	04/02/19	06/25/22	237	2.470%	342,366.26	341,590.58	633.43	342,224.01	683.59
FHLMC Multifamily Structured Pool	2.716%	04/02/19	06/25/22	237	2.630%	478,650.49	479,847.12	(976.61)	478,870.51	1,083.35
FHLMC Multifamily Structured Pool	2.355%	08/14/19	07/25/22	267	1.920%	314,539.18	318,372.63	(2,947.40)	315,425.23	617.28
FHLMC Multifamily Structured Pool	2.307%	09/04/19	08/25/22	298	1.780%	225,000.00	228,322.27	(2,464.20)	225,858.07	432.56
FHLMC Multifamily Structured Pool	2.682%	06/13/19	10/25/22	359	2.210%	450,000.00	456,750.00	(4,872.81)	451,877.19	1,005.75
FHLMC Multifamily Structured Pool	2.510%	06/12/19	11/25/22	390	2.240%	450,000.00	453,937.50	(2,771.90)	451,165.60	941.25
Fannie Mae ACES	2.280%	09/11/19	12/25/22	420	2.080%	202,978.59	204,243.35	(838.50)	203,404.85	385.66
FHLMC Series K032 A1	3.016%	06/13/18	02/01/23	458	2.960%	45,075.05	45,182.45	(78.34)	45,104.11	113.29
FHLMC Multifamily Structured Pool	2.669%	06/13/18	02/25/23	482	2.790%	45,599.89	45,366.55	170.20	45,536.75	101.42
FHMS K724 A2	3.062%	02/02/21	11/01/23	731	0.580%	280,000.00	298,910.94	(5,133.51)	293,777.43	714.47
Fannie Mae ACES	3.346%	12/13/19	03/25/24	876	2.140%	176,288.18	184,854.70	(3,817.26)	181,037.44	491.55
FHMS KJ27 A1	2.092%	11/20/19	07/25/24	998	2.090%	72,278.49	72,276.76	0.73	72,277.49	126.01
FHMS K047 A1	2.827%	06/18/19	12/25/24	1,151	2.490%	292,714.84	297,745.88	(2,184.33)	295,561.55	689.59
FHMS KJ32 A1	0.516%	11/18/20	06/25/25	1,333	0.520%	195,716.00	195,715.19	0.17	195,715.36	84.16
FHMS KJ31 A1	0.569%	10/20/20	05/25/26	1,667	0.570%	175,251.13	175,247.64	0.64	175,248.28	83.10
FHR 4096 PA	1.375%	02/21/20	08/15/27	2,114	1.490%	256,309.02	254,226.52	471.31	254,697.83	293.69
FNR 2012-107 GA	1.500%	12/03/19	09/25/27	2,155	1.690%	130,964.07	129,153.09	446.02	129,599.11	163.71
FNR 2013-39 MP	1.750%	12/09/19	05/25/28	2,398	1.860%	276,017.72	273,688.83	524.63	274,213.46	402.53
FNR 3745 NP	4.000%	09/12/19	06/15/39	6,436	3.740%	45,943.44	47,585.55	(177.06)	47,408.49	153.14
FNR 2015-33 P	2.500%	02/14/20	06/25/45	8,638	2.400%	181,444.77	184,903.57	(232.26)	184,671.31	378.01
Federal Farm Credit Banks Notes	0.530%	03/10/20	01/18/22	79	0.610%	965,000.00	963,677.95	1,168.37	964,846.32	1,463.32
Freddie Mac Notes	0.125%	07/21/20	07/25/22	267	0.240%	920,000.00	917,920.80	1,323.64	919,244.44	306.67
Freddie Mac Notes	0.375%	04/17/20	04/20/23	536	0.460%	535,000.00	533,662.50	684.02	534,346.52	61.30
Freddie Mac Notes	0.375%	05/05/20	05/05/23	551	0.390%	910,000.00	909,617.80	189.88	909,807.68	1,668.33
Fannie Mae Notes	0.250%	05/20/20	05/22/23	568	0.350%	970,000.00	967,080.30	1,407.86	968,488.16	1,071.04
Fannie Mae Notes	0.250%	06/01/20	05/22/23	568	0.310%	2,000,000.00	1,996,260.00	1,783.75	1,998,043.75	2,208.34
Freddie Mac Notes	0.250%	06/24/20	06/26/23	603	0.350%	875,000.00	872,445.00	1,150.33	873,595.33	759.55
Freddie Mac Notes	0.250%	06/29/20	06/26/23	603	0.300%	2,500,000.00	2,496,275.00	1,669.59	2,497,944.59	2,170.14
Fannie Mae Notes	0.250%	07/08/20	07/10/23	617	0.320%	1,130,000.00	1,127,570.50	1,062.77	1,128,633.27	871.04
Freddie Mac Notes	0.250%	08/19/20	08/24/23	662	0.280%	1,070,000.00	1,068,908.60	434.37	1,069,342.97	497.85
Freddie Mac Notes	0.250%	09/02/20	09/08/23	677	0.240%	510,000.00	510,093.13	(35.85)	510,057.28	187.71
Freddie Mac Notes	0.250%	09/02/20	09/08/23	677	0.260%	680,000.00	679,775.60	86.37	679,861.97	250.28
Freddie Mac Notes	0.250%	11/03/20	11/06/23	736	0.280%	1,220,000.00	1,218,902.00	361.66	1,219,263.66	1,482.64
Fannie Mae Notes	0.250%	11/23/20	11/27/23	757	0.290%	1,050,000.00	1,048,803.00	372.08	1,049,175.08	1,122.92
Freddie Mac Notes	0.250%	12/02/20	12/04/23	764	0.280%	990,000.00	989,019.90	297.16	989,317.06	1,010.63
Weighted Avg Maturity			765	0.622%	\$ 66,257,358.17	\$ 66,383,746.31	(53,094.22)	\$ 66,330,652.09	\$ 80,328.09	
TOTAL ALL FUNDS				0.970%	\$ 177,591,294.05	\$ 178,126,798.51	(65,081.54)	\$ 178,061,716.97	\$ 329,610.81	
Less: Net Unsettled Trades								<u>\$ 178,061,716.97</u>		
October 31, 2021				90 DAY US TREASURY YIELD	0.05%					
				3 month US Treasury Bill Index	0.08%					
				0-3 Year US Treasury Index	0.34%					
				1-3 Year US Treasury Index	0.45%					
				1-5 Year US Treasury Index	0.66%					
				1-10 Year US Treasury Index	0.89%					

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

CASH FLOWS FROM OPERATING ACTIVITIES

Cash received from customers	\$ 72,487,880
Cash payments to suppliers	(68,170,377)
Cash payments to employees	(1,852,299)
Net cash from operating activities	2,465,204

CASH FLOWS FROM NONCAPITAL
FINANCING ACTIVITIES

Cash received from sales taxes	28,089
Cash received/paid from long term loans	266,220
Cash payments for net pension activity	0
Net cash from noncapital financing activities	294,309

CASH FLOWS FROM CAPITAL AND
RELATED FINANCING ACTIVITIES

Interest paid	0
Principal Paid	0
Construction and purchase of capital assets	(947,438)
Net cash from capital and related financing activities	(947,438)

CASH FLOWS FROM INVESTING ACTIVITIES

Investment income	1,182,265
Net cash from investing activities	1,182,265

Net Increase (Decrease) in cash and investments 2,994,340

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

CASH AND INVESTMENTS, OCTOBER 31, 2021 \$ 213,774,687

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

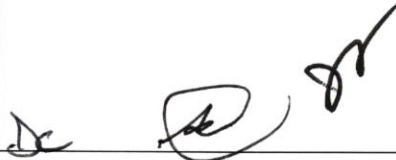
	10/31/2021		
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
	A	B	C
TABLE 1			
RESERVE ANALYSIS			
A .Operating Reserve	\$ 69,210,969	\$ 72,856,347	\$ 3,645,378
<i># of days per current fiscal year management budget</i>	180	189	
B. Capital Reserve	\$ 64,750,000	\$ 66,270,129	\$ 1,520,129
C. Long Term Water Capital Reserve	\$ 20,425,000	\$ 22,287,200	\$ 1,862,200
D. O+M Account (1)	\$ 10,949,038	\$ 38,417,093	\$ 27,468,056
E. Current Construction Obligation and Customer Construction Escrows	\$ 60,523	\$ 60,523	\$ -
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$ 165,395,530	\$ 199,891,292	\$ 34,495,762

TABLE 2	
OTHER CASH	
F. General Fund	\$ 13,883,104
G. Sales Tax	\$ 291
TOTAL TABLE 2-OTHER CASH	\$ 13,883,395
TOTAL MONTH END FUNDS CASH BALANCE-Table1+2	\$ 213,774,687

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

DATE: November 4, 2021

REQUEST FOR BOARD ACTION

AGENDA SECTION	Administration Committee	ORIGINATING DEPARTMENT	Administration
ITEM	A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission Resolution No. R-56-21	APPROVAL	
Account Number: N/A			
<p>Resolution No. R-56-21 is a Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission. This Resolution authorizes the General Manager to dispose of the assets listed on Exhibit A to the Resolution or, if already disposed of, ratifies and confirms their disposal because these assets are or were no longer useful to the Commission.</p> <p>The computer and electronic equipment listed in Exhibit A will be donated to ATEN – Assistive Technology Exchange Network, A Program of United Cerebral Palsy of Greater Chicago, they refurbish and recycle donated computers and distributes them free of charge to children with disabilities.</p> <p style="text-align: center;">Assistive Technology Exchange Network 7550 W. 183rd Street Tinley Park, IL 60477 708-444-8460</p>			
MOTION: To adopt Resolution No. R-56-21			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-56-21

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

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

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

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

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

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

Resolution No. R-56-21

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2021.

Chairman

ATTEST:


Clerk

EXHIBIT A**OBSOLETE / DEFECTIVE ITEMS**

Qty	DWC Inventory # and/or S/N	Description	Date Purchased	Cost
1	1387, 8AKSA99906	Panasonic Toughbook CF30	01/2008	\$3,484.00
1	W921228787	APC Back UPS 450	06/1995	\$169.00
1	5S1222T19582	APC SC450 UPS	11/2012	\$187.00
1	451128	ACE workstation	01/2013	\$779.00
1	R9017653	LENOVO T540P laptop	04/2014	\$996.00
1	R9017656	LENOVO T540P laptop	04/2014	\$996.00
1	AB0350147298	APC UPS BE350	02/2012	\$47.75
1	C904H3KQ	SONY VAIO laptop	10/2012	\$1,200.00
1	8DTYB54462	Panasonic Toughbook CF52	07/2009	\$2,489.00
1	6ATSA38280	Panasonic Toughbook CF54	02/2016	\$1,958.00
1	6ATSA38439	Panasonic Toughbook CF54	02/2016	\$1,958.00
1	6ATSA38787	Panasonic Toughbook CF54	02/2016	\$1,958.00
1	81201614FW	Mitsubishi LDT46IV	02/2008	\$3,744.00
1	1361, AY43701280	SCADA ALPHASERVER HOST	12/2004	\$24,000.00
1	1362, AY43701275	SCADA ALPHASERVER HOST	12/2004	\$24,000.00
1	1363, AY44401780	SCADA ALPHA WORKSTATION	12/2004	\$8,000.00
1	1364, AY44401778	SCADA ALPHA WORKSTATION	12/2004	\$8,000.00
1	1365, AY44401779	SCADA ALPHA WORKSTATION	12/2004	\$8,000.00
1	1327, N1820039PJ	SCADA ALPHA WORKSTATION (REFURBISHED)	12/2003	\$1,099.00
1	IE94400023	SCADA ALPHA WORKSTATION (REFURBISHED)	02/2020	\$5,000.00
1	1173, IR73502529	DEC server 400	09/1997	\$2,488.32
1	1174, IR73502535	DEC server 400	09/1997	\$2,488.32
1	CN018X10RN	HP switch 2810	10/2004	\$1,200.00
1	CN808X108E	HP switch 2810	10/2004	\$1,200.00
1	1351, TW425PB27Y	HP switch 2626	08/2004	\$539.00
1	CN712SE2KM	HP switch 2626	08/2004	\$539.00
1	203008058	NEC LCD1912	07/2005	\$585.00
1	SZB02774GA	NEC LCD2070NX	10/2005	\$592.00
1	JCBF5203415	Princeton LCD1912	12/2005	\$485.00
1	CND71409GG	HP L1706	04/2007	\$725.00
1	82432052	EIZO L685	05/2002	\$575.00
1	83275062	EIZO L685	05/2002	\$575.00
2		KVM	12/2004	\$200.00

DATE: November 12, 2021

REQUEST FOR BOARD ACTION

AGENDA SECTION	Administration Committee	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	A Resolution Reviewing/Releasing Certain Executive Session Meeting Minutes at the November 18, 2021, DuPage Water Commission Meeting Resolution No. R-59-21	APPROVAL	
<p>Pursuant to the Illinois Open Meetings Act, the Board is required to periodically review its closed meeting minutes to determine if they are eligible for release to the public.</p> <p><u>Schedule A – Not to be Released</u> Staff recommends that the minutes of a closed meeting of the February 20, 2020 Regular Meeting, the October 15, 2020 Regular Meeting, and the January 21, 2021 Regular Meeting not be released to the public because in staff's view, these minutes continue to contain information requiring confidential treatment. (see copies attached to Schedule A in the Confidential/Executive Session packet).</p> <p><u>Schedule B – To be Released</u> None on file.</p>			
<p>MOTION: To adopt Resolution No. R-59-21: A Resolution Reviewing/Releasing Certain Executive Session Meeting Minutes at the November 18, 2021, DuPage Water Commission Meeting</p>			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-59-21

A RESOLUTION REVIEWING/RELEASING CERTAIN
EXECUTIVE SESSION MEETING MINUTES AT THE
NOVEMBER 18, 2021, DuPAGE WATER COMMISSION MEETING

WHEREAS, the Board of Commissioners of the DuPage Water Commission has periodically met in closed session to consider matters expressly exempted from the public meeting requirements of the Illinois Open Meetings Act, 5 ILCS 120/1 et seq. (the "Act"); and

WHEREAS, as required by the Act, the Clerk has kept written minutes of all such closed sessions; and

WHEREAS, on November 18, 2021, the Board of Commissioners of the DuPage Water Commission met to review the minutes of all such closed sessions that have not heretofore been made available for public inspection as required by Section 2.06(d) of the Act; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission determined that the need for confidentiality still exists as the minutes of the closed session meetings set forth in Schedule A attached hereto and by this reference incorporated herein and made a part hereof; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission further determined that the minutes of the closed session meetings set forth in Schedule B attached hereto and by this reference incorporated herein and made a part hereof no longer require confidential treatment and should be made available for public inspection; (none on file); and

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

SECTION ONE: Recitals. The foregoing recitals are incorporated herein as if fully set forth.

SECTION TWO: No Release. The minutes of the closed session meetings set forth in Schedule A attached hereto, being the only minutes of closed session meetings of the Board that have not heretofore been made available for public inspection as required by Section 2.06(d) of the Act, continue to contain information requiring confidential treatment and shall not be released at this time.

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

AYES:

NAYS:

ABSENT:



ADOPTED this _____ day of _____, 2021.

Chairman

ATTEST:

Clerk

REQUEST FOR BOARD ACTION

AGENDA SECTION Administration Committee	ORIGINATING DEPARTMENT General Manager's Office
ITEM A Resolution Approving Employee Insurance Benefits for Plan Year Beginning January 1, 2022 and ending December 31, 2022 Resolution No. R-60-21	APPROVAL  

Account No.: 01-60-612200

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

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

Staff is recommending that employees will be able to choose from the same four ACA Metallic Alternate Health Plans as the prior year. The Blue Platinum PPO Plan (P503PPO), Blue Gold HSA Plan (G533PPO), Blue Choice Preferred PPO Plan (G530BCE) and the Blue Precision HMO Plan (P506PSN).

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

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

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

Please note: Compared to the healthcare insurance costs presented last year, the Commission's costs for healthcare will increase slightly for 2022. Employees cost for healthcare will also increase slightly and deductibles and out-of-pocket limits will also increase slightly compared to last year. Costs for the Dental, Vision and the HealthiestYou Program will remain the same as last year.

AGENDA SECTION	Administration Committee	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	<p>A Resolution Approving Employee Insurance Benefits for Plan Year Beginning January 1, 2022 and ending December 31, 2022</p> <p>Resolution No. R-60-21</p>	APPROVAL	
<p>The Commission will also continue to offer Envision Flexible Spending Account to employees that would like to participate. The Commission pays a small monthly administration fee for this service.</p> <p>A summary of the employee insurance benefits recommended by staff and associated premiums and administrative costs to be paid by the Commission are summarized in Exhibit 1 to Resolution No. R-60-21. A more detailed summary of benefits and comparison to current costs is attached to this Request for Board Action.</p> <p>Resolution No. R-60-21 would suspend the purchasing provisions of the Commission's By-Laws and approve plan year 2022 eligible employee insurance benefits and associated premiums and administrative costs to be paid by the Commission as recommended by staff.</p>			
MOTION: To adopt Resolution No. R-60-21.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-60-21

A RESOLUTION APPROVING EMPLOYEE INSURANCE BENEFITS FOR PLAN YEAR BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022

WHEREAS, the Commission's Healthcare Plans renewal and deductible dates to the calendar year; and

WHEREAS the Commission's annually determines employee insurance benefits to be provided commencing January 1 of each year; and

WHEREAS, in consultation with Dato Pistorio Financial Group, Inc., Commission staff recommends approval of the employee insurance benefits for the year beginning January 1, 2022 and ending December 31, 2022 (Plan Year 2022) summarized in Exhibit 1 attached hereto and by this reference incorporated herein.

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

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

SECTION TWO: The Plan Year 2022 employee insurance benefits and associated premium costs and administrative fees to be paid by the Commission, all as summarized in Exhibit 1 attached hereto, shall be and they hereby are approved for the Plan Year 2022. The General Manager shall be and hereby is authorized and directed to provide the insurance coverages and pay the associated premium costs and administrative fees to be paid by the Commission as summarized in Exhibit 1 attached hereto without further act of the Board of Commissioners.

SECTION THREE: Notwithstanding any restrictions contained in Resolution No. R-27-90, as modified by Resolution Nos. R-34-90, R-34-96 as amended, R-46-04 as

Resolution No. R-60-21

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

SECTION FOUR: This Resolution shall be in full force and effect from and after its adoption, the Board of Commissioners of the DuPage Water Commission having

Resolution No. R-60-21

determined, by a two-thirds majority vote, to suspend the purchasing provisions of the Commission's By-Laws.

AYES:

NAYS:

ABSENT:

ADOPTED THIS ____ DAY OF _____, 2021.

Chairman

ATTEST:

Clerk

EXHIBIT 1

THE PLAN YEAR BEGINNING JANUARY 1, 2022 AND
ENDING DECEMBER 31, 2022 EMPLOYEE INSURANCE BENEFITS

Plan Year 2022 Health Insurance Plans

The following health insurance plans or significantly similar plans shall be made available to Eligible Commission Employees/Retirees for Plan Year 2022 at the following rates:

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

Employee	\$989.13
Employee & Spouse	\$1,978.26
Employee & Child	\$1,829.89
Family	\$2,819.02

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

Employee	\$806.28
Employee & Spouse	\$1,612.56
Employee & Child	\$1,491.62
Family	\$2,297.90

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

Employee	\$643.23
Employee & Spouse	\$1,286.46
Employee & Child	\$1,189.98
Family	\$1,833.21

Resolution No. R-60-21

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

Employee	\$661.32
Employee & Spouse	\$1,322.64
Employee & Children	\$1,223.44
Family	\$1,884.76

The Commission's contribution for health insurance for Plan Year 2022 shall be 80% of the premium for eligible employees and their covered dependents for the selected health insurance plan.

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

For each eligible employee selecting the High Deductible Health Plan \$2,900/\$5,800/\$8,700 HSA Plan, the Commission shall establish a Health Savings Account funded in the following amounts:

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

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

The Commission-established Employee Health Savings Accounts shall be administered by Mellon Bank as the Commission's third-party administrator for Plan Year 2022 at a rate not-to-exceed \$5.00/account/month. Due to the uncertainty as to how many employees will elect this option, the Commission's annual not-to-exceed cost is \$5,000.00.

Plan Year 2022 Life Insurance

The life insurance and the AD&D benefit program for Eligible Commission Employees shall be through MetLife for Plan Year 2022 at a rate of \$0.324 x per \$1,000 of coverage per employee per month. The life insurance benefit is in the amount of one and one-half times the eligible employee's annual base pay rounded to the nearest \$1,000. The premium shall be paid in full by the Commission.

Plan Year 2022 Dental Insurance and Vision Insurance

The dental and vision insurance benefit program or significantly similar programs for Eligible Commission Employees shall be through MetLife for Plan Year 2022 and are as follows:

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

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

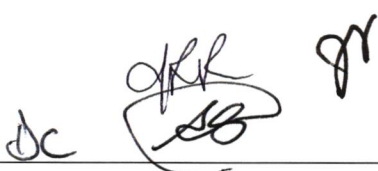
The Commission's contribution for dental and vision insurance for Plan Year 2022 shall be 80% of the dental and vision insurance plan premiums for eligible employees and their covered dependents.

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

The Commission's contribution for the program called the HealthiestYou for Plan Year 2022 shall remain the same at \$9.18 per employee per month. HealthiestYou is the most innovative telehealth solution on the market and complements our current benefit plans. Employees will have access 24/7 to more than 2300 licensed physicians via the phone.





DATE: November 3, 2021

REQUEST FOR BOARD ACTION

AGENDA SECTION Administration Committee	ORIGINATING DEPARTMENT GIS
ITEM To Suspend the Purchasing Procedures of the Commission's By-Laws and Authorize the General Manager to approve Requisition No. 73206 in the amount of \$62,164.58 to Hexagon AB (formerly Infor)	APPROVAL 
<p>Account Number: 01-60-659000 (\$62,164.58)</p> <p>Staff is requesting authorization to pay Hexagon AB (formerly Infor) for software maintenance and licensing in the amount of \$62,164.58. On October 1, 2021, Hexagon AB and its subsidiaries acquired the global enterprise asset management business from Infor and its affiliates. The Infor name will switch to Hexagon in the coming new year.</p> <p>This expense is for the Infor Enterprise Asset Management (EAM) system, the Commission's maintenance and purchasing management program. The software maintenance and licensing fee is due annually and provides the Commission with telephone and online product support, patches, revision changes, program updates and the ability to utilize the software with licensing for each staff member.</p> <p>This expense was budgeted in the Annual Management Budget, but Board approval is required due to the sole source supply from the manufacturer at a cost in excess of \$20,000.00.</p>	
MOTION: To Suspend the Purchasing Procedures of the Commission's By-Laws and Authorize the General Manager to approve Requisition No. 73206 in the amount of \$62,164.58 to Hexagon AB (formerly Infor)	

DATE: November 9, 2021

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-9/20 at the November 18, 2021, DuPage Water Commission Meeting Resolution No. R-53-21	APPROVAL	   
Account Numbers: 01-60-663300 (Estimated Cost \$1,500.00)			
<p>The Commission entered into certain agreements dated January 21, 2021, with McWilliams Electric Co. Inc., FSG Inc. and Courtesy Electric Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-53-21 would approve the following Work Authorization Order under the Quick Response Electrical Contract.</p> <p>Work Authorization Order No. 008: This work authorization is for McWilliams Electric Co. Inc., and the work completed prior to board approval and was necessary to assist Northern Inspection Services (NIS) in troubleshooting and correcting shorts between the DC ground and the AC ground at the PCR devices. NIS inspected and tested the 28 PCR devices and found 5 with potential shorts. Typically, the problem is within the breaker panel and NIS is not qualified to open and work inside the breaker panels.</p> <p>Approval of Resolution R-53-21 would approve Work Authorization Order No. 008 to McWilliams Electric Co. Inc. at an estimated cost of \$1,500.00.</p>			
MOTION: To adopt Resolution No. R-53-21.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-53-21

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-9/20
AT THE NOVEMBER 18, 2021, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated January 21, 2021, with McWilliams Electric Co. Inc., FSG Inc. and Courtesy Electric Inc. for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-9/20"); and

WHEREAS, Contract QRE-9/20 is designed to allow the Commission to direct one or more or all of the quick response electrical contractors to perform emergency electrical work, including without limitation electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as needed through the issuance of Work Authorization Orders;

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

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

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

Resolution No. R-53-21

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2021.

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-9/20: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-9.008

LOCATIONS:

Remotely Operated Valves (ROV)
ROV 2A – CHURCH RD BTWN RED OAK AVE & CREST AVE, BENSENVILLE
ROV 8C – 55TH ST AND PARK AVE, DOWNERS GROVE
ROV 15D – 75TH ST ½ MILE EAST OF BOOK RD, NAPERVILLE
ROV 40A – MANNHEIM RD AND ILLINOIS PRAIRIE PATH, BELLWOOD
ROV 45A – 8311 ROOSEVELT RD, FOREST PARK

CONTRACTOR:

McWilliams Electric Co., Inc.

DESCRIPTION OF WORK:

Open electrical breaker panel and assist NIS in troubleshooting and correcting short between the DC ground and the AC ground at the PCR device at the five ROV sites listed above.

REASON FOR WORK:

During the PCR testing/inspection by Northern Inspection Services (NIS) they found these five sites with shorts between the DC and AC grounds. The PCR device is to isolate yet maintain the safety ground.

MINIMUM RESPONSE TIME:

None

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

None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

None

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

None

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

None

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____





CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: _____
Signature of Authorized
Representative

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

DATE: _____

REQUEST FOR BOARD ACTION

AGENDA SECTION Engineering & Construction Committee	ORIGINATING DEPARTMENT Instrumentation/ Remote Facilities
ITEM A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-9/20 at the November 18, 2021, DuPage Water Commission Meeting Resolution No. R-54-21	APPROVAL    
<p>Account Numbers: 01-60-663300 (Estimated Cost \$24,000.00)</p> <p>The Commission entered into certain agreements dated January 21, 2021, with McWilliams Electric Co. Inc., FSG Inc. and Courtesy Electric Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-54-21 would approve the following Work Authorization Order under the Quick Response Electrical Contract.</p> <p>Work Authorization Order No. 009: This work authorization is for Courtesy Electric Inc., to replace corroded conduits, fittings, and security switch bracket in the vault at ROV8C. In addition, install new conduit and wiring in the lower level of the pumping station to interface new water meters, for domestic building water use, to SCADA. Staff invited the three QRE contractors to come into the pump station to see the work and discuss the work at ROV8C in more detail to provide an estimate. Courtesy Electric is the only QRE contractor that scheduled a site visit and provided an estimate for this work.</p> <p>Approval of Resolution R-54-21 would approve Work Authorization Order No. 009 to Courtesy Electric Inc. at an estimated cost of \$24,000.00.</p>	
<p>MOTION: To adopt Resolution No. R-54-21.</p>	

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-54-21

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-9/20
AT THE NOVEMBER 18, 2021, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated January 21, 2021, with McWilliams Electric Co. Inc., FSG Inc. and Courtesy Electric Inc. for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-9/20"); and

WHEREAS, Contract QRE-9/20 is designed to allow the Commission to direct one or more or all of the quick response electrical contractors to perform emergency electrical work, including without limitation electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as needed through the issuance of Work Authorization Orders;

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

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

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

Resolution No. R-54-21

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2021.

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

CONTRACT QRE-9/20: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-9.009

LOCATIONS:

Remotely Operated Valve (ROV) 8C – 55th St and Park Ave, Downers Grove

Main Pumping Station – 600 E Butterfield Rd, Elmhurst

CONTRACTOR:

Courtesy Electric Inc.

DESCRIPTION OF WORK:

ROV8C – Confined Space Entry to replace badly corroded ¾” conduits, fittings, boxes with PVC coated conduit, fittings, and boxes. Also, replace a bracket for small manhole inner lid security switch.

Main Pumping Station – Replace 1 - 2/C 16ga Shielded cable with 2 - 3/C 16ga Shielded cables for each of the East and West building domestic water meters. New conduit may have to be installed for the cables going to the East side building meter.

REASON FOR WORK:

ROV8C - Road salt and moisture has caused corrosion of the electrical system in the vault.

Main Pumping Station – Building water meters are being replaced. New meters require 2 - 3/C cables to interface to SCADA.

MINIMUM RESPONSE TIME:

None

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

None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

None

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

Owner has designated the ROV Valve Vaults as a Permit Required Confined Space due to limited means of ingress and egress and not designed for continuous occupancy.

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

None

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

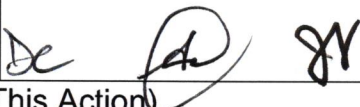
By: _____
Signature of Authorized
Representative

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

DATE: _____

DATE: November 18, 2021

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Engineering
ITEM	A Resolution Directing Advertisement for Bids on a Contract for the Construction of the SCADA Replacement Project (Contract PSD-09/21) Resolution No. R-55-21	APPROVAL	
Account Number: 01-60-771700 (No Cost for This Action)			
Resolution No. R-55-21 would authorize advertisement for bids from prequalified contractors on a Contract for the SCADA Replacement Project (Contract PSD-09/21) and 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.			
MOTION: To approve Resolution No. R-55-21.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-55-21

A RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS ON A CONTRACT
FOR CONSTRUCTION OF THE SCADA REPLACEMENT PROJECT
(Contract PSD-09/21)

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 "SCADA Replacement Project (Contract PSD-09/21)" (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 Bidder's Proposals" attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A.

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 and by this reference incorporated herein and made a part hereof as Exhibit B, and the "Special Instructions to Bidders" substantially in the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit C.

SECTION FOUR: Awarding of Contract. The Commission will award the Contract to the bidder whose proposal is deemed by the Commission to be in the best interests of the Commission and the public. The bidder who is to receive an award shall be determined in accordance with Article VIII of the Commission By-Laws, the General Instructions to Bidders substantially in the form attached hereto as Exhibit B, and the Special Instructions to Bidders substantially in the form attached hereto as Exhibit C.

SECTION FIVE: Approval of Bonds. The approval of the contractor's faithful performance bonds shall be subject to the requirements set forth under the subheading "Performance and Payment Bonds" in the Invitation for Bidder's Proposals 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 _____, 2021.

Chairman

ATTEST:

Clerk

EXHIBIT A

INVITATION

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
DUPAGE WATER COMMISSION SCADA REPLACEMENT PROJECT
CONTRACT PSD-09/21

INVITATION FOR BIDDER'S PROPOSALS

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

ENGINEER: Carollo Engineers, Inc.
8600 W. Bryn Mawr Ave.
Suite 900 N
Chicago, Illinois 60631

1. **Invitation to Bid**

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

Providing, performing, and completing at the Work Site described below and in the manner described and specified in this Bid Package all necessary design, if any, work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the replacement of the existing HSQ SCADA System at the DuPage Water Commission's Pumping Station, four tank site RTUs, two remote pump station RTUs, 34 remote valve site RTUs, and 84 metering station RTUs with a new Allen-Bradley PlantPAX based SCADA system. Additional work includes upgrades to control rooms, security systems, and network communications.

The Work shall be performed at the following Work Sites:

DuPage Pumping Station, 600 East Butterfield Road, Elmhurst, Cook County, Illinois 60126.

124 discrete remote locations located in Cook and DuPage County, Illinois.

2. **Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other Bidding Documents are defined in the Bidding Documents and the Contract and shall have such defined meanings wherever used. The Bid Package consists of the Bidding Documents and the Contract, both as hereinafter defined.

INVITATION

3. The Bidding Documents

The Bidding Documents consist of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Special Instructions to Bidders;
- (4) Addenda, if issued;
- (5) Bidder's Proposal;
- (6) Bidder's Sworn Acknowledgment;
- (7) Bidder's Sworn Work History Statement;
- (8) Form of Bid Bond;
- (9) Request for Additional Information, if any;
- (10) Bidder's Sworn Statement of Responsibility, if requested;
- (11) Other Information Submitted by Bidder, if requested; and
- (12) Notice of Award.

4. The Contract

The Contract consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Contract Agreement;
- (2) Contractor's Certification;
- (3) Schedule of Prices;
- (4) General Conditions of Contract;
- (5) Special Conditions of Contract;
- (6) Contract Drawings;

INVITATION

- (7) Specifications;
- (8) Form of Performance Bond;
- (9) Form of Labor and Material Payment Bond;
- (10) Prevailing Wage Ordinance; and
- (11) Addenda, if issued.

Engineer may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.

5. **Inspection and Examination; Pre-Bid Conference**

A. **Non-Disclosure and Confidentiality Agreement.** A Non-Disclosure and Confidentiality Agreement must be signed in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package before Owner will release the Bidding Documents and the Contract to a prospective Bidder. The Non-Disclosure and Confidentiality Agreement may be examined and obtained at the offices of Owner and Engineer as listed above.

B. **Bid Package.** The Bidding Documents and the Contract may be examined by a prospective Bidder at the office of the Owner as listed above; provided, however, that the required Non-Disclosure and Confidentiality Agreement shall have been signed in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package. A copy of the Bidding Documents and the Contract may be purchased by a prospective Bidder at the office of Owner upon payment of \$__.00 per set, which fee is non-refundable; and provided, however, that the required Non-Disclosure and Confidentiality Agreement shall have been signed in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package. Persons requesting documents to be sent by mail shall include an additional \$__.00 per set to cover postage or provide the Owner with sufficient information to ship the Bid Package using a prospective Bidder's account.

C. **Inspection and Examination.** Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bidding Documents and the Contract. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. Any prospective Bidder desiring to make borings, explorations, or observations to determine conditions at or around the Work Site shall obtain permission

INVITATION

from Owner or other appropriate property owner prior to commencement of any such activity.

Owner will provide access to the DuPage Water Commission Pumping Station, 600 E. Butterfield Rd, Elmhurst, IL 60126 for the Pre-Bid Site Walkthroughs on the same day as the Mandatory Pre-Bid Conference on _____, 2021, at __:00 A.M. CST; provided, however, that (i) the required Non-Disclosure and Confidentiality Agreement shall have been signed by a prospective Bidder in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package; and (ii) the security requirements set forth in Subsection 2 of the Special Conditions of Contract included in this Bid Package shall have been complied with, including without limitation providing to Owner a list of all Persons requiring access at least 48 hours in advance

The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bidding Documents, the Contract, and the conditions of the Work Site and the surrounding area. 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.

D. Mandatory Pre-Bid Conference. A mandatory pre-bid conference followed by a non-mandatory site walk through of all prospective Bidders shall be held at the DuPage Water Commission, 600 E. Butterfield Rd, Elmhurst, IL 60126, at on _____, 2021, at __:00 A.M. CST. At least one Person employed by each Bidder must attend the pre-bid conference, in addition to any other representatives a prospective Bidder may choose to invite. **THE BIDDER'S PROPOSAL OF ANY BIDDER THAT FAILS TO HAVE AT LEAST ONE PERSON EMPLOYED BY SUCH BIDDER ATTEND THE PRE-BID CONFERENCE SHALL BE REJECTED.** No representatives or invitees of a prospective Bidder shall be permitted to attend the pre-bid conference unless (i) the required Non-Disclosure and Confidentiality Agreement shall have been signed by the prospective Bidder in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package; and (ii) the security requirements set forth in Subsection 2 of the Special Conditions of Contract included in this Bid Package shall have been complied with, including without limitation providing to Engineer a list of all Persons requiring access at least 48 hours in advance. 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.

6. Bid Opening

Owner will receive sealed Bidder's Proposals for the Work until 1:00 P.M. CST, _____, 2022 at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud.

INVITATION

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

A. **Bid Security.** Each Bidder's Proposal shall be accompanied by a security deposit of at least ten percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in the form included in the Bidding Documents from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide.

B. **Performance and Payment Bonds.** The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, in the form included in the Contract and from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds in the form included in the Contract Documents upon award of the Contract to Bidder.

C. **Insurance.** The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract Agreement, Article IV of the General Conditions of Contract, and Section 4 of the Special Conditions of Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

DATED this [TBD] day of [TBD], 2022.

DUPAGE WATER COMMISSION

By: /s/ John F. Spatz
General Manager

EXHIBIT B

DuPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
DUPAGE WATER COMMISSION SCADA REPLACEMENT PROJECT
CONTRACT PSD-09/21

GENERAL INSTRUCTIONS TO BIDDERS

1. Examination of Bidding Documents, Contract, and Work Site

A. Bidding Documents and the Contract. Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bidding Documents and the Contract as defined in the Invitation for Bidder's Proposals and included in this Bid Package. The Contract contains provisions applicable not only to the successful Bidder but also to all of its Subcontractors and Suppliers. In making copies of the Bidding Documents and the Contract available to prospective Bidders, Owner and Engineer do so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

B. Work and Work Site Conditions. Each prospective Bidder shall, before submitting its Bidder's Proposal, personally inform itself, by on-site inspection and investigation and by such other appropriate and lawful means as it may wish, of all conditions under which the Work is to be performed; of the obstacles, unusual conditions or difficulties that may be encountered, whether or not referred to in the Bidding Documents or the Contract; and of all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground and other concealed conditions. In examining the Work Site and the surrounding area, special attention shall be given to the cost and feasibility of the Work to be performed thereon, including the arrangement and conditions of existing or proposed structures that will affect, or that will be affected by, the Work; the procedures necessary for maintenance of uninterrupted operations; the need to interrupt operations for any reason; and the availability and cost of the means and methods of accomplishing the Work. Any prospective Bidder desiring to make borings, explorations or observations to determine conditions at or around the Work Site shall obtain permission from Owner or from any other property owner, as appropriate, prior to commencement of any such activity.

Notwithstanding anything set forth in this Subsection 1B, it shall remain the successful Bidder's responsibility to (i) determine during construction the presence and location of any underground obstructions and to make adjustments in the alignment or grade of the Work to pass around, over, or under them, and (ii) determine during construction the presence and location of any adverse soil conditions and to take all necessary action to eliminate, address, or otherwise deal with such adverse soil conditions, all without any equitable adjustment in the Contract Time or, except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract included in this Bid Package, the Contract Price.

GENERAL INSTRUCTIONS

C. Quantities. Each prospective Bidder shall, before submitting its Bidder's Proposal, satisfy itself, by personal inspection and investigation of the Work Site or by such other appropriate and lawful means as it may wish, as to the correctness of any quantities listed in the Bidding Documents.

D. Equipment, Materials, and Supplies. Each Bidder shall base its Bidder's Proposal on new, undamaged, first-quality equipment, materials, and supplies complying fully with the Contract, and in the event any Bidder names or includes in its Bidder's Proposal equipment, materials, or supplies that do not conform, such Bidder shall, if awarded the Contract, be responsible for furnishing equipment, materials, and supplies that fully conform to the Contract at no increase in the Bidder's Price Proposal.

E. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions or obstructions, soils analysis, borings, test pits, buried structures, utility locations or conditions, conditions of existing structures, and similar site information or data and other investigations is shown or indicated on the Contract Drawings included in this Bid Package, is distributed with the Bidding Documents or the Contract, or is otherwise made available to any prospective Bidder by Owner, such information is shown, indicated, distributed, or made available solely for the convenience of such prospective Bidder and is not part of the Bidding Documents or the Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

F. Representation and Warranty of Bidder. Each Bidder submitting a Bidder's Proposal expressly thereby represents and warrants that it has had an adequate period of time to conduct, and has conducted, the independent examinations, inspections and investigations required by these General Instructions to Bidders. Each Bidder submitting a Bidder's Proposal expressly thereby further represents and warrants that Bidder's Price Proposal includes such allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work as the successful Bidder is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price or Contract Time.

G. Remedies for Failure to Comply. The successful Bidder will be responsible for all errors in its Bidder's Proposal resulting from such Bidder's failure or neglect to comply with these General Instructions to Bidders. The successful Bidder shall bear all damages and costs associated therewith, arising therefrom, or resulting from matters or conditions first discovered during the progress of the Work, including, but not limited to, damages or costs resulting from, arising out of, or in any way related to increases in time-related costs; increases in costs of labor, equipment, materials, or supplies; costs of additional personnel; costs of additional equipment; costs of additional premium time for personnel or equipment; increase in costs for Bond or insurance

GENERAL INSTRUCTIONS

premiums; lower labor productivity; lost profits or alternative income; effects on other contracts; and costs of demobilization and remobilization.

2. Interpretation of the Bidding Documents and the Contract

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other Bidding Documents are defined in the Bidding Documents and the Contract and shall have such defined meanings wherever used.

B. Implied Terms. If any workmanship, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such workmanship, equipment, materials, or supplies to be implied and shall provide for such workmanship, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Addenda. No interpretation of the Bidding Documents or the Contract will be made except by written addendum duly issued by Engineer or Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bidding Documents or the Contract, as the case may be. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bidding Documents or the Contract, such prospective Bidder shall submit to Owner or Engineer a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

D. Informal Responses. Neither Owner nor Engineer will give oral answers or instructions in response to any inquiries received prior to the award of the Contract regarding the meaning of the Bidding Documents or the Contract nor any oral indication as to the validity of any such inquiry. Any such oral answer, instruction or indication shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of the Person making the inquiry, shall not be guaranteed, and shall not be relied upon by any prospective Bidder. By submitting a Bidder's Proposal, each Bidder shall be deemed to have agreed that such information has not been used as a basis of its Bidder's Proposal and that the giving of any such information does not entitle such Bidder to assert any claim or demand against Owner or Engineer on account thereof.

GENERAL INSTRUCTIONS

3. **Calculation of Unit Price Proposals and Compensation**

On all items for which Bidder's Proposals are to be received on a unit price basis, Bidder's Proposals will be compared on the basis of the approximate number of units stated in the Bidding Documents multiplied by each Bidder's respective Price Proposal for each Unit Price Item.

Payment on the Contract for each Unit Price Item will be based on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract.

The approximate quantities stated in the Bidding Documents shall not be used in establishing the compensation due under the Contract. Such stated quantities are Engineer's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Any increases in the number of units of Unit Price Items required to complete the Work resulting from risks or changes in the Work that the successful Bidder is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price shall be paid for at the respective Price Proposal for each such Unit Price Item.

No Bidder shall, after submission of its Bidder's Proposal, dispute or complain of any estimate of Unit Price Items contained in the Bidding Documents nor assert that there was any misunderstanding in regard to the nature or amount of Work to be done.

4. **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 Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of the Invitation for Bidder's Proposals, is included in this Bid Package. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

5. **Taxes and Benefits**

Owner is exempt from state and local sales, use and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder. The successful Bidder shall be required to reimburse Owner for any such taxes paid.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. It shall be the sole responsibility of each

GENERAL INSTRUCTIONS

prospective Bidder to determine the applicability and amount of such taxes, contributions, and premiums and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

6. Permits and Licenses

Except as otherwise expressly provided in the Special Conditions of Contract included in this Bid Package, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal. The successful Bidder shall be required to display all permits, licenses and other approvals and authorizations as required by law.

7. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in this Bid Package. Entries on the Bidder's Proposal form shall be typed or legibly written in ink.

Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall 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 Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank, except as may be otherwise provided in the Special Instructions to Bidders included in this Bid Package.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for by the Bidding Documents may be rejected or interpreted so as to be most favorable to Owner.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are separated from this bound Bid Package may be rejected.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued for the Bidding Documents and the Contract and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda. Bidder's Proposals that fail to comply with this Instruction may be rejected.

Each Bidder shall complete, sign as required pursuant to Section 8 of these General Instructions to Bidders, and submit with its Bidder's Proposal all of the following documentation:

GENERAL INSTRUCTIONS

- (1) Bidder's Sworn Acknowledgment included in this Bid Package;
- (2) Bidder's Sworn Work History Statement included in this Bid Package;
- (3) Bid Security as required by Section 9 of these General Instructions to Bidders;
- (4) Surety Commitment Letter as specified in the Invitation for Bidder's Proposals;
- (5) Insurance Commitment Letter as specified in the Invitation for Bidder's Proposals; and
- (6) Such other documentation, if any, as may be required by any Special Instructions to Bidders included in this Bid Package.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 8 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 8 of these General Instructions to Bidders may nevertheless be rejected.

If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with this Instruction.

8. **Signature Requirements**

A. **Bidder's Proposals.** The following requirements shall be observed in the signing of each Bidder's Proposal:

- (1) **Corporations.** Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation. A certified copy of a resolution of the Board of Directors of the corporation evidencing the authority of the officials signing and attesting the Bidder's Proposal to do so shall be attached to it.
- (2) **Partnerships.** Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by all of the general partners of such partnership

GENERAL INSTRUCTIONS

evidencing authority of such attorney-in-fact to sign the Bidder's Proposal.

- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by such individual evidencing the authority of such attorney-in-fact to sign the proposal.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2) and (3) above or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by each signatory to the joint venture agreement evidencing the authority of such attorney-in-fact to sign the proposal.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction thereof and award the Contract to Bidder upon satisfactory compliance with this Instruction.

B. Other Documents. The signature requirements set forth in Subsection 8A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract Agreement, the Contractor's Certification and all other required documentation related to the Contract.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction thereof and award the Contract to Bidder upon satisfactory compliance with this Instruction.

9. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid Security shall stand as a guaranty that (1) if Bidder is determined to be one of the Most Favorable Bidders (see Section 14B below), Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract Agreement, the Contractor's Certification, and all other required documentation related to the Contract.

GENERAL INSTRUCTIONS

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with this Instruction.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned to all except the Most Favorable Bidders within five Days after the opening of Bidder's Proposals, and to the Most Favorable Bidders within five Days after execution of the Contract Agreement by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Most Favorable Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract Agreement, the Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

10. Surety and Insurance Commitments

Every Bidder's Proposal shall be accompanied by:

- (1) A letter from a surety company, licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, stating that it will execute Bonds in the form included in the Contract Documents upon award of the Contract to Bidder.
- (2) A letter from Bidder's insurance carrier or its agent certifying that said insurer has read the insurance requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with this Instruction.

11. Submission of Bidder's Proposal

One copy of each Bidder's Proposal, properly signed, together with the required Bid Security (see Section 9), the required surety and insurance commitment letters (see Section 10) and all other required documents, shall be enclosed in a sealed

GENERAL INSTRUCTIONS

envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All documents designated in the Bidding Documents or the Contract, including any Addenda, will be considered part of each Bidder's Proposal whether attached or not. The Bidder's Proposal form shall not be removed from this bound Bid Package.

12. Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 8 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 Days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 Day period, provided that a request in writing, executed by Bidder in the manner specified in Section 8 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 Day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

13. Public Opening of Bidder's Proposals

Bidder's Proposals will be opened and the Price Proposals will be read aloud publicly at the time and place indicated in the Invitation for Bidder's Proposals or as soon thereafter as possible. Bidders or their agents are invited to be present. All Bidder's Proposals received after the specified time of opening will be returned unopened.

14. Qualification of Bidders

A. Factors. Owner intends to award the Contract only to Bidders who have gone through the prequalification process, that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. Most Favorable Bidders. A preliminary determination as to eligibility of up to three Bidders (herein referred to as "Most Favorable Bidders") who shall be eligible for further consideration shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, and all other relevant facts or matters

GENERAL INSTRUCTIONS

mentioned in the Bidding Documents or the Contract or that Owner may legally consider in making its determination. The making of such a preliminary determination shall not waive Owner's right to reject any and all Bidder's Proposals nor waive such other rights as are set forth in Section 16 of these General Instructions to Bidders.

C. Final Determination. The final selection of the successful Bidder from among the Most Favorable Bidders shall be made on the basis of the above-mentioned factors and any additional information that may be requested of all or any one or more of the Most Favorable Bidders. Such additional information may include, but is not limited to, a listing of available personnel, plant and equipment; a description of current work loads and any pending bids or proposals; financial and litigation statements; and any other pertinent information. If such additional information is required, Owner shall issue a Request for Additional Information in the form included in this Bid Package to one or more of the Most Favorable Bidders. In the event Owner issues a Request for Additional Information, the responding Bidder shall provide such information within two business days after receipt of said Request for Additional Information or such other period as may be set forth therein. Failure to so answer shall, at Owner's option, be grounds for the imposition of liquidated damages, as more specifically set forth in Section 9 above.

15. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested, as a principal, in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 15A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a Subcontractor or Supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's 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 Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

D. Deficiencies. Owner expressly reserves the right in its sole and absolute discretion to disqualify any Bidder that:

- (1) submits a Bidder's Proposal that does not contain a lump sum or unit price for each pay item requested;

GENERAL INSTRUCTIONS

- (2) submits a Bidder's Proposal on a form other than the Bidder's Proposal form included in the Bidding Documents or alters such form or detaches any part of such form from this bound Bid Package;
- (3) submits a Bidder's Proposal that contains omissions, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the Bidder's Proposal incomplete, indefinite or ambiguous as to its meaning, including, but not limited to, conditional surety and insurance commitment letters;
- (4) submits an unsigned or improperly signed Bidder's Proposal;
- (5) submits a Bidder's Proposal containing any provision reserving the right to accept or reject an award or to enter into a Contract pursuant to award; or
- (6) submits a Bidder's Proposal that is not prepared in ink.

If the deficient Bidder is not disqualified, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders and any Special Instructions to Bidders included in this Bid Package.

16. **Award of Contract**

A. **Reservation of Rights.** Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; 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 Bidder's Proposals.

B. **Firm Offers.** All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing expressly rejects such Bidder's Proposal.

C. **Time of Award.** It is expected that the award of the Contract, if it is awarded, will be made within 60 Days following the opening of the Bidder's Proposals.

GENERAL INSTRUCTIONS

Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 Day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 12 of these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

17. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in this Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare five copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

18. Closing of Contract

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on, the tenth Day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 8), date as of the Closing Date, and submit to Owner all five copies of the Contract Agreement, the Contractor's Certification and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Powers of Attorney and authorizing resolutions, if any (see Section 8), and five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract Agreement, Article IV) ("Conditions Precedent to Closing").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 9 above. If the submitted documents or any of them fail to comply with the Bidding Documents or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract Agreement until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

GENERAL INSTRUCTIONS

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with the Bidding Documents and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract Agreement, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

19. Failure to Close

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to otherwise fail or refuse to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 9 above.

B. Subsequent Awards. Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

20. Time of Starting and Completion

Work shall commence, shall be continuously and diligently prosecuted, and shall be completed within the Contract Time stated in the Contract.

BIDDERS ARE DIRECTED TO THE GENERAL AND SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR PROVISIONS CONCERNING COORDINATION OF THE WORK WITH OTHER WORK BEING UNDERTAKEN BY OR FOR OWNER. NO CLAIMS FOR DELAY OR INTERFERENCE BASED ON ANY SUCH OTHER WORK WILL BE ALLOWED.

BIDDERS ARE DIRECTED TO THE GENERAL AND SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR PROVISIONS, IF ANY, RELATED TO LIQUIDATED DAMAGES FOR DELAYS IN COMPLETION OF THE WORK OR ANY PORTION THEREOF.

21. Confidentiality

Each Bidder shall identify any information submitted in the bidding process that is considered by it to be confidential or proprietary. Owner shall not disclose, outside the bidding process, at any time, either during or subsequent to the bidding process, any such designated confidential or proprietary information, unless such disclosure will not cause competitive harm, or such information was actually known to Owner prior to its submission by Bidder, or such information was properly obtained or developed independently by Owner, or Bidder consents to such disclosure. Notwithstanding the

GENERAL INSTRUCTIONS

foregoing, each Bidder, by its submission of its Bidder's Proposal, acknowledges that Owner is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

EXHIBIT C

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
DUPAGE WATER COMMISSION SCADA REPLACEMENT PROJECT
CONTRACT PSD-09/21

SPECIAL INSTRUCTIONS TO BIDDERS

1. **Special Bidding Considerations**

A. **Pre-Bid Work Site Inspections.** As noted in Section 1 of the General Instructions to Bidders included in this Bid Package, each prospective Bidder shall, before submitting its Bidder's Proposal, personally inform itself, by on-site inspection and investigation and by such other appropriate and lawful means as it may wish, of all conditions under which the Work is to be performed; of the obstacles, unusual conditions or difficulties that may be encountered, whether or not referred to in the Bid Package; and of all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground and other concealed conditions. Any prospective Bidder desiring to make observations to determine conditions at or around the Work Site shall obtain permission from Owner prior to commencement of any such activity. Owner will provide access to the DuPage Water Commission Pumping Station, 600 E. Butterfield Rd, Elmhurst, IL 60126 for the Pre-Bid Site Visits on the same day as the Mandatory Pre-Bid Conference on _____, 2021, at __:00 A.M. CST; provided, however, that (i) the required Non-Disclosure and Confidentiality Agreement shall have been signed by a prospective Bidder in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package; and (ii) the security requirements set forth in Subsection 2 of the Special Conditions of Contract included in this Bid Package shall have been complied with, including without limitation providing to Engineer a list of all Persons requiring access at least 48 hours in advance. 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.

B. **Mandatory Pre-Bid Conference.** A mandatory pre-bid conference followed by a non-mandatory site walk through of all prospective Bidders shall be held at the DuPage Water Commission, 600 E. Butterfield Rd, Elmhurst, IL 60126, at on _____, 2021, at __:00 A.M. CST. At least one Person employed by each Bidder must attend the pre-bid conference, in addition to any other representatives a prospective Bidder may choose to invite. **THE BIDDER'S PROPOSAL OF ANY BIDDER THAT FAILS TO HAVE AT LEAST ONE PERSON EMPLOYED BY SUCH BIDDER ATTEND THE PRE-BID CONFERENCE SHALL BE REJECTED.** No representatives or invitees of a prospective Bidder shall be permitted to attend the pre-bid conference unless (i) the required Non-Disclosure and Confidentiality Agreement shall have been signed by the prospective Bidder in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package; and (ii) the security requirements set forth in Subsection 2 of the Special Conditions of Contract included in this Bid Package

shall have been complied with, including without limitation providing to Engineer a list of all Persons requiring access at least 48 hours in advance.

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.

C. Testing. All quality control testing and any other testing is to be performed by Contractor unless the Specifications specifically identify Owner as the entity responsible for such testing. When quality control testing or any other testing is required by the Specifications and specified to be performed by Owner, Contractor shall notify Engineer sufficiently in advance of the desired testing date to allow Engineer to request the services of Owner's testing agency. No test, failure to test, or waiver of testing by Owner's testing agencies shall relieve Contractor of its duty to complete the Work in full compliance with, and as required by or pursuant to, this Contract. Failure or neglect on the part of Owner's testing agencies to condemn Work that is defective, damaged, flawed, unsuitable, or nonconforming shall not be construed as acceptance of such Work nor as a waiver of compliance with the requirements of this Contract.

D. Special Warranty Obligations. As part of the successful Bidder's warranty obligations under the Contract, the successful Bidder will be required to provide a one-year warranty that licensed software will be free from significant programming errors, malfunctions, or defects, and will conform to and operate according to the Specifications, which warranty shall commence upon Final Completion. **AS A RESULT, BIDDERS ARE SPECIFICALLY INSTRUCTED TO NOTE THAT OWNER MAY RETAIN OUT OF THE MONEYS OTHERWISE PAYABLE TO THE SUCCESSFUL BIDDER AT FINAL PAYMENT UP TO \$100,000.00 FROM THE CONTRACT PRICE AND MAY EXPEND THE SAME IN THE MANNER PROVIDED IN SECTION 3.4 OF THE GENERAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE.**

2. Special Construction Considerations

A. Scheduling. Bidders are specifically instructed to note that Owner may, in the exercise of its sole discretion, delete, relocate, or impose special starting date or time limitations on any portion of the Work to be performed. In the event Owner deletes or relocates any Work, Bidders or Contractor, as the case may be, shall not dispute or complain of such deletion or relocation nor assert that there was any misunderstanding in regard to the nature or amount of the Work to be done. In addition, any deletion, relocation, or specially imposed starting date or time limitations shall not constitute the basis of a claim for damages or anticipated profits on Work affected by such deletion, relocation, or timing constraints nor entitle the successful Bidder to any compensation or damages therefor. Bidders are directed to Article II of the General Conditions of Contract included in this Bid Package for provisions related to changes and delays.

B. Permits. As noted in the Special Conditions of Contract included in this Bid Package, Owner will obtain the necessary permits from the Illinois Environmental

Protection Agency. The successful Bidder shall be required to familiarize itself with the provisions of such permits and comply therewith.

The successful Bidder shall be required to obtain, pay for, and furnish to Owner copies of, all other permits, licenses and other governmental approvals and authorizations necessary in connection with the Work, including without limitation all bonds and insurance coverages requested in connection therewith.

The successful Bidder shall be required to pay all fees, give all notices and take all other necessary actions that may be necessary to insure that the Work is performed in accordance with all applicable laws. The successful Bidder shall be required to make all necessary arrangements for carrying out the Work with the utility companies and any authorities involved.

IT IS THE SUCCESSFUL BIDDER'S RESPONSIBILITY TO CONFIRM OR ESTABLISH ALL SUCH AGENCIES AND THEIR REQUIREMENTS, ESPECIALLY IN RELATIONSHIP TO BONDING, INSURANCE, PERMITS, AND TRAFFIC CONTROL AND PROTECTION. BIDDERS ARE DIRECTED TO THE SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR ANY SPECIAL INSURANCE AND BONDING REQUIREMENTS.

C. Limited Access. The successful Bidder shall be required to confine its operations to the areas of the Work Site shown on the Contract Drawings for the successful Bidder's non-exclusive use. On all other lands, the successful Bidder shall have no right unless it obtains them from the proper parties. In addition, Owner will be occupying the Work Site for the conduct of its normal operations. The successful Bidder shall be required to cooperate with Owner and Engineer to minimize conflict and to facilitate Owner's usage.

D. Work Sites. The Work shall be performed at the following Work Sites:

DuPage Pumping Station, 600 East Butterfield Road, Elmhurst, Cook County, Illinois 60126.

124 discrete remote locations located in Cook and DuPage County, Illinois.

NUMBER/TYPE OF SITES IN DUPAGE COUNTY	NUMBER/TYPE OF SITES IN COOK COUNTY
120	4

DATE: November 11, 2021

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	A Resolution Directing Advertisement for Bids on a Contract for the Construction of DPPS Emergency Generation System Improvements (Contract PSD-10/22) Resolution No. R-57-21	APPROVAL	
Account Number: 01-60-722300 (No Cost This Action)			
Resolution No. R-57-21 would authorize advertisement for bids on a Contract for the Construction of DPPS Emergency Generation System Improvements (Contract PSD-10/22) and 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.			
MOTION: To approve Resolution No. R-57-21.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-57-21

A RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS ON A CONTRACT
FOR CONSTRUCTION OF DPPS EMERGENCY GENERATION SYSTEM
IMPROVEMENTS
(CONTRACT PSD-10/22)

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 "DPPS Emergency Generation System Improvements (Contract PSD-10/22)" (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 Bidder's Proposals" attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A.

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 and by this reference incorporated herein and made a part hereof as Exhibit B, and the "Special Instructions to Bidders" substantially in the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit C.

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

Resolution No. R-57-21

Instructions to Bidders substantially in the form attached hereto as Exhibit B, and the Special Instructions to Bidders substantially in the form attached hereto as Exhibit C.

SECTION FIVE: Approval of Bonds. The approval of the contractor's faithful performance bonds shall be subject to the requirements set forth under the subheading "Performance and Payment Bonds" in the Invitation for Bidder's Proposals 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 _____, 2021.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-57-21.doc

EXHIBIT A

DuPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
DPPS EMERGENCY GENERATION SYSTEM IMPROVEMENTS
CONTRACT PSD-10/22

INVITATION FOR BIDDER'S PROPOSALS

OWNER:

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

ENGINEER.

Greeley and Hansen Engineers
100 South Wacker Dr.
Chicago, IL 60606

1. **Invitation to Bid**

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

Providing, performing, and completing at the Work Site described below and in the manner described and specified in this Bid Package all necessary design, if any, work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the expansion of an existing Generation Facility; the installation, start-up testing, calibration, and field acceptance testing of, and the operation and maintenance training for, a relocated portable engine generator set, including all appurtenant Work, at the DuPage Pumping Station in the City of Elmhurst, Cook County, Illinois.

The Work shall be performed at the following Work Site:

DuPage Pumping Station, 600 East Butterfield Road, Elmhurst, Cook
County, Illinois 60126.

2. **Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other Bidding Documents are defined in the Bidding Documents and the Contract and shall have such defined meanings wherever used. The Bid Package consists of the Bidding Documents and the Contract, both as hereinafter defined.

3. **The Bidding Documents**

The Bidding Documents consist of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;

INVITATION

- (2) General Instructions to Bidders;
- (3) Special Instructions to Bidders;
- (4) Addenda, if issued;
- (5) Bidder's Proposal;
- (6) Bidder's Sworn Acknowledgment;
- (7) Bidder's Sworn Work History Statement;
- (8) Form of Bid Bond;
- (9) Request for Additional Information, if any;
- (10) Bidder's Sworn Statement of Responsibility, if requested;
- (11) Other Information Submitted by Bidder, if requested; and
- (12) Notice of Award.

4. **The Contract**

The Contract consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Contract Agreement;
- (2) Contractor's Certification;
- (3) Schedule of Prices;
- (4) General Conditions of Contract;
- (5) Special Conditions of Contract;
- (6) Contract Drawings;
- (7) Specifications;
- (8) Form of Performance Bond;
- (9) Form of Labor and Material Payment Bond;
- (10) Prevailing Wage Ordinance; and

(11) Addenda, if issued.

Engineer may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.

5. **Inspection and Examination; Pre-Bid Conference**

A. **Non-Disclosure and Confidentiality Agreement.** A Non-Disclosure and Confidentiality Agreement must be signed in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package before Owner will release the Bidding Documents and the Contract to a prospective Bidder. The Non-Disclosure and Confidentiality Agreement may be examined and obtained at the offices of Owner and Engineer as listed above.

B. **Bid Package.** The Bidding Documents and the Contract may be examined by a prospective Bidder at the offices of Owner and Engineer as listed above; provided, however, that the required Non-Disclosure and Confidentiality Agreement shall have been signed in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package. A copy of the Bidding Documents and the Contract may be purchased by a prospective Bidder at the office of Engineer upon payment of **[\$TBD]** per set, which fee is non-refundable; and provided, however, that the required Non-Disclosure and Confidentiality Agreement shall have been signed in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package. Persons requesting documents to be sent by mail shall include an additional **[\$TBD]** per set to cover postage.

C. **Inspection and Examination.** Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bidding Documents and the Contract. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. Any prospective Bidder desiring to make borings, explorations, or observations to determine conditions at or around the Work Site shall obtain permission from Owner or other appropriate property owner prior to commencement of any such activity.

Owner will provide access to the DuPage Pumping Station for such pre-bid inspections **[from X:00 x.m. to X:00 x.m. on the following days: TBD (if any)]**

; provided, however, that (i) the required Non-Disclosure and Confidentiality Agreement shall have been signed by a prospective Bidder in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package; and (ii) the

INVITATION

security requirements set forth in Subsection **[X]** of the Special Conditions of Contract included in this Bid Package shall have been complied with, including without limitation providing to Engineer a list of all Persons requiring access at least 48 hours in advance. **[For access on other dates or times, contact Engineer.]**

The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bidding Documents, the Contract, and the conditions of the Work Site and the surrounding area.

D. Mandatory Pre-Bid Conference. A pre-bid conference of all prospective Bidders shall be held at the Work Site on **[XX]**, 2022, at **[X]:00** o'clock, **[X].M.**, local time. At least one Person employed by each Bidder must attend the pre-bid conference, in addition to any other representatives a prospective Bidder may choose to invite. **THE BIDDER'S PROPOSAL OF ANY BIDDER THAT FAILS TO HAVE AT LEAST ONE PERSON EMPLOYED BY SUCH BIDDER ATTEND THE PRE-BID CONFERENCE SHALL BE REJECTED.** No representatives or invitees of a prospective Bidder shall be permitted to attend the pre-bid conference unless (i) the required Non-Disclosure and Confidentiality Agreement shall have been signed by the prospective Bidder in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package; and (ii) the security requirements set forth in Subsection **[X]** of the Special Conditions of Contract included in this Bid Package shall have been complied with, including without limitation providing to Engineer a list of all Persons requiring access at least 48 hours in advance.

6. Bid Opening

Owner will receive sealed Bidder's Proposals for the Work until 1:00 o'clock, P.M., local time, **[XXX]**, 2022, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud.

7. Bid Security, Bonds, and Insurance

A. Bid Security. Each Bidder's Proposal shall be accompanied by a security deposit of at least ten percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in the form included in the Bidding Documents from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide.

B. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, in the form included in the Contract and from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a

INVITATION

surety company stating that it will execute Bonds in the form included in the Contract Documents upon award of the Contract to Bidder.

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract Agreement, Article IV of the General Conditions of Contract, and Section 4 of the Special Conditions of Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

DATED this [XX] day of [XXX], 2022.

DuPAGE WATER COMMISSION

By: /s/ [TBD] _____
General Manager

EXHIBIT B

DuPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
ELECTRICAL GENERATION FACILITY AND OFFICE/GARAGE EXPANSION
FOR THE DuPAGE PUMPING STATION
CONTRACT PSD-7/08

GENERAL INSTRUCTIONS TO BIDDERS

1. **Examination of Bidding Documents, Contract, and Work Site**

A. Bidding Documents and the Contract. Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bidding Documents and the Contract as defined in the Invitation for Bidder's Proposals and included in this Bid Package. The Contract contains provisions applicable not only to the successful Bidder but also to all of its Subcontractors and Suppliers. In making copies of the Bidding Documents and the Contract available to prospective Bidders, Owner and Engineer do so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

B. Work and Work Site Conditions. Each prospective Bidder shall, before submitting its Bidder's Proposal, personally inform itself, by on-site inspection and investigation and by such other appropriate and lawful means as it may wish, of all conditions under which the Work is to be performed; of the obstacles, unusual conditions or difficulties that may be encountered, whether or not referred to in the Bidding Documents or the Contract; and of all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground and other concealed conditions. In examining the Work Site and the surrounding area, special attention shall be given to the cost and feasibility of the Work to be performed thereon, including the arrangement and conditions of existing or proposed structures that will affect, or that will be affected by, the Work; the procedures necessary for maintenance of uninterrupted operations; the need to interrupt operations for any reason; and the availability and cost of the means and methods of accomplishing the Work. Any prospective Bidder desiring to make borings, explorations or observations to determine conditions at or around the Work Site shall obtain permission from Owner or from any other property owner, as appropriate, prior to commencement of any such activity.

Notwithstanding anything set forth in this Subsection 1B, it shall remain the successful Bidder's responsibility to (i) determine during construction the presence and location of any underground obstructions and to make adjustments in the alignment or grade of the Work to pass around, over, or under them, and (ii) determine during construction the presence and location of any adverse soil conditions and to take all necessary action to eliminate, address, or otherwise deal with such adverse soil conditions, all without any equitable adjustment in the Contract Time or, except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract included in this Bid Package, the Contract Price.

GENERAL INSTRUCTIONS

C. Quantities. Each prospective Bidder shall, before submitting its Bidder's Proposal, satisfy itself, by personal inspection and investigation of the Work Site or by such other appropriate and lawful means as it may wish, as to the correctness of any quantities listed in the Bidding Documents.

D. Equipment, Materials, and Supplies. Each Bidder shall base its Bidder's Proposal on new, undamaged, first-quality equipment, materials, and supplies complying fully with the Contract, and in the event any Bidder names or includes in its Bidder's Proposal equipment, materials, or supplies that do not conform, such Bidder shall, if awarded the Contract, be responsible for furnishing equipment, materials, and supplies that fully conform to the Contract at no increase in the Bidder's Price Proposal.

E. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions or obstructions, soils analysis, borings, test pits, buried structures, utility locations or conditions, conditions of existing structures, and similar site information or data and other investigations is shown or indicated on the Contract Drawings included in this Bid Package, is distributed with the Bidding Documents or the Contract, or is otherwise made available to any prospective Bidder by Owner, such information is shown, indicated, distributed, or made available solely for the convenience of such prospective Bidder and is not part of the Bidding Documents or the Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

F. Representation and Warranty of Bidder. Each Bidder submitting a Bidder's Proposal expressly thereby represents and warrants that it has had an adequate period of time to conduct, and has conducted, the independent examinations, inspections and investigations required by these General Instructions to Bidders. Each Bidder submitting a Bidder's Proposal expressly thereby further represents and warrants that Bidder's Price Proposal includes such allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work as the successful Bidder is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price or Contract Time.

G. Remedies for Failure to Comply. The successful Bidder will be responsible for all errors in its Bidder's Proposal resulting from such Bidder's failure or neglect to comply with these General Instructions to Bidders. The successful Bidder shall bear all damages and costs associated therewith, arising therefrom, or resulting from matters or conditions first discovered during the progress of the Work, including, but not limited to, damages or costs resulting from, arising out of, or in any way related to increases in time-related costs; increases in costs of labor, equipment, materials, or supplies; costs of additional personnel; costs of additional equipment; costs of additional premium time for personnel or equipment; increase in costs for Bond or insurance

GENERAL INSTRUCTIONS

premiums; lower labor productivity; lost profits or alternative income; effects on other contracts; and costs of demobilization and remobilization.

2. Interpretation of the Bidding Documents and the Contract

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other Bidding Documents are defined in the Bidding Documents and the Contract and shall have such defined meanings wherever used.

B. Implied Terms. If any workmanship, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such workmanship, equipment, materials, or supplies to be implied and shall provide for such workmanship, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Addenda. No interpretation of the Bidding Documents or the Contract will be made except by written addendum duly issued by Engineer or Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bidding Documents or the Contract, as the case may be. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bidding Documents or the Contract, such prospective Bidder shall submit to Owner or Engineer a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

D. Informal Responses. Neither Owner nor Engineer will give oral answers or instructions in response to any inquiries received prior to the award of the Contract regarding the meaning of the Bidding Documents or the Contract nor any oral indication as to the validity of any such inquiry. Any such oral answer, instruction or indication shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of the Person making the inquiry, shall not be guaranteed, and shall not be relied upon by any prospective Bidder. By submitting a Bidder's Proposal, each Bidder shall be deemed to have agreed that such information has not been used as a basis of its Bidder's Proposal and that the giving of any such information does not entitle such Bidder to assert any claim or demand against Owner or Engineer on account thereof.

GENERAL INSTRUCTIONS

3. Calculation of Unit Price Proposals and Compensation

On all items for which Bidder's Proposals are to be received on a unit price basis, Bidder's Proposals will be compared on the basis of the approximate number of units stated in the Bidding Documents multiplied by each Bidder's respective Price Proposal for each Unit Price Item.

Payment on the Contract for each Unit Price Item will be based on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract.

The approximate quantities stated in the Bidding Documents shall not be used in establishing the compensation due under the Contract. Such stated quantities are Engineer's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Any increases in the number of units of Unit Price Items required to complete the Work resulting from risks or changes in the Work that the successful Bidder is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price shall be paid for at the respective Price Proposal for each such Unit Price Item.

No Bidder shall, after submission of its Bidder's Proposal, dispute or complain of any estimate of Unit Price Items contained in the Bidding Documents nor assert that there was any misunderstanding in regard to the nature or amount of Work to be done.

4. 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. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

5. Taxes and Benefits

Owner is exempt from state and local sales, use and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder. The successful Bidder shall be required to reimburse Owner for any such taxes paid.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. It shall be the sole responsibility of each prospective Bidder to determine the applicability and amount of such taxes, contributions,

GENERAL INSTRUCTIONS

and premiums and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

6. Permits and Licenses

Except as otherwise expressly provided in the Special Conditions of Contract included in this Bid Package, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal. The successful Bidder shall be required to display all permits, licenses and other approvals and authorizations as required by law.

7. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in this Bid Package. Entries on the Bidder's Proposal form shall be typed or legibly written in ink.

Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall 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 Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank, except as may be otherwise provided in the Special Instructions to Bidders included in this Bid Package.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for by the Bidding Documents may be rejected or interpreted so as to be most favorable to Owner.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are separated from this bound Bid Package may be rejected.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued for the Bidding Documents and the Contract and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda. Bidder's Proposals that fail to comply with this Instruction may be rejected.

Each Bidder shall complete, sign as required pursuant to Section 8 of these General Instructions to Bidders, and submit with its Bidder's Proposal all of the following documentation:

GENERAL INSTRUCTIONS

- (1) Bidder's Sworn Acknowledgment included in this Bid Package;
- (2) Bidder's Sworn Work History Statement included in this Bid Package;
- (3) Bid Security as required by Section 9 of these General Instructions to Bidders;
- (4) Surety Commitment Letter as specified in the Invitation for Bidder's Proposals;
- (5) Insurance Commitment Letter as specified in the Invitation for Bidder's Proposals; and
- (6) Such other documentation, if any, as may be required by any Special Instructions to Bidders included in this Bid Package.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 8 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 8 of these General Instructions to Bidders may nevertheless be rejected.

If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with this Instruction.

8. Signature Requirements

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation. A certified copy of a resolution of the Board of Directors of the corporation evidencing the authority of the officials signing and attesting the Bidder's Proposal to do so shall be attached to it.
- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by all of the general partners of such partnership

GENERAL INSTRUCTIONS

evidencing authority of such attorney-in-fact to sign the Bidder's Proposal.

- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by such individual evidencing the authority of such attorney-in-fact to sign the proposal.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2) and (3) above or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by each signatory to the joint venture agreement evidencing the authority of such attorney-in-fact to sign the proposal.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction thereof and award the Contract to Bidder upon satisfactory compliance with this Instruction.

B. Other Documents. The signature requirements set forth in Subsection 8A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract Agreement, the Contractor's Certification and all other required documentation related to the Contract.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction thereof and award the Contract to Bidder upon satisfactory compliance with this Instruction.

9. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid Security shall stand as a guaranty that (1) if Bidder is determined to be one of the Most Favorable Bidders (see Section 14B below), Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract Agreement, the Contractor's Certification, and all other required documentation related to the Contract.

GENERAL INSTRUCTIONS

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with this Instruction.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned to all except the Most Favorable Bidders within five Days after the opening of Bidder's Proposals, and to the Most Favorable Bidders within five Days after execution of the Contract Agreement by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Most Favorable Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract Agreement, the Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

10. Surety and Insurance Commitments

Every Bidder's Proposal shall be accompanied by:

- (1) A letter from a surety company, licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, stating that it will execute Bonds in the form included in the Contract Documents upon award of the Contract to Bidder.
- (2) A letter from Bidder's insurance carrier or its agent certifying that said insurer has read the insurance requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with this Instruction.

11. Submission of Bidder's Proposal

One copy of each Bidder's Proposal, properly signed, together with the required Bid Security (see Section 9), the required surety and insurance commitment letters (see Section 10) and all other required documents, shall be enclosed in a sealed

GENERAL INSTRUCTIONS

envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All documents designated in the Bidding Documents or the Contract, including any Addenda, will be considered part of each Bidder's Proposal whether attached or not. The Bidder's Proposal form shall not be removed from this bound Bid Package.

12. Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 8 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 Days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 Day period, provided that a request in writing, executed by Bidder in the manner specified in Section 8 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 Day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

13. Public Opening of Bidder's Proposals

Bidder's Proposals will be opened and the Price Proposals will be read aloud publicly at the time and place indicated in the Invitation for Bidder's Proposals or as soon thereafter as possible. Bidders or their agents are invited to be present. All Bidder's Proposals received after the specified time of opening will be returned unopened.

14. Qualification of Bidders

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. Most Favorable Bidders. A preliminary determination as to eligibility of up to three Bidders (herein referred to as "Most Favorable Bidders") who shall be eligible for further consideration shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, and all other relevant facts or matters

GENERAL INSTRUCTIONS

mentioned in the Bidding Documents or the Contract or that Owner may legally consider in making its determination. The making of such a preliminary determination shall not waive Owner's right to reject any and all Bidder's Proposals nor waive such other rights as are set forth in Section 16 of these General Instructions to Bidders.

C. Final Determination. The final selection of the successful Bidder from among the Most Favorable Bidders shall be made on the basis of the above-mentioned factors and any additional information that may be requested of all or any one or more of the Most Favorable Bidders. Such additional information may include, but is not limited to, a listing of available personnel, plant and equipment; a description of current work loads and any pending bids or proposals; financial and litigation statements; and any other pertinent information. If such additional information is required, Owner shall issue a Request for Additional Information in the form included in this Bid Package to one or more of the Most Favorable Bidders. In the event Owner issues a Request for Additional Information, the responding Bidder shall provide such information within two business days after receipt of said Request for Additional Information or such other period as may be set forth therein. Failure to so answer shall, at Owner's option, be grounds for the imposition of liquidated damages, as more specifically set forth in Section 9 above.

15. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested, as a principal, in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 15A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a Subcontractor or Supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's 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 Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

D. Deficiencies. Owner expressly reserves the right in its sole and absolute discretion to disqualify any Bidder that:

GENERAL INSTRUCTIONS

- (1) submits a Bidder's Proposal that does not contain a lump sum or unit price for each pay item requested;
- (2) submits a Bidder's Proposal on a form other than the Bidder's Proposal form included in the Bidding Documents or alters such form or detaches any part of such form from this bound Bid Package;
- (3) submits a Bidder's Proposal that contains omissions, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the Bidder's Proposal incomplete, indefinite or ambiguous as to its meaning, including, but not limited to, conditional surety and insurance commitment letters;
- (4) submits an unsigned or improperly signed Bidder's Proposal;
- (5) submits a Bidder's Proposal containing any provision reserving the right to accept or reject an award or to enter into a Contract pursuant to award; or
- (6) submits a Bidder's Proposal that is not prepared in ink.

If the deficient Bidder is not disqualified, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders and any Special Instructions to Bidders included in this Bid Package.

16. **Award of Contract**

A. **Reservation of Rights.** Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; 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 Bidder's Proposals.

B. **Firm Offers.** All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing expressly rejects such Bidder's Proposal.

GENERAL INSTRUCTIONS

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 Days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 Day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 12 of these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

17. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in this Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare five copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

18. Closing of Contract

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on, the tenth Day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 8), date as of the Closing Date, and submit to Owner all five copies of the Contract Agreement, the Contractor's Certification and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Powers of Attorney and authorizing resolutions, if any (see Section 8), and five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract Agreement, Article IV) ("Conditions Precedent to Closing").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 9 above. If the submitted documents or any of them fail to comply with the Bidding Documents or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

GENERAL INSTRUCTIONS

In no event will Owner execute the Contract Agreement until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with the Bidding Documents and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract Agreement, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

19. Failure to Close

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to otherwise fail or refuse to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 9 above.

B. Subsequent Awards. Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

20. Time of Starting and Completion

Work shall commence, shall be continuously and diligently prosecuted, and shall be completed within the Contract Time stated in the Contract.

BIDDERS ARE DIRECTED TO THE GENERAL AND SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR PROVISIONS CONCERNING COORDINATION OF THE WORK WITH OTHER WORK BEING UNDERTAKEN BY OR FOR OWNER. NO CLAIMS FOR DELAY OR INTERFERENCE BASED ON ANY SUCH OTHER WORK WILL BE ALLOWED.

BIDDERS ARE DIRECTED TO THE GENERAL AND SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR PROVISIONS, IF ANY, RELATED TO LIQUIDATED DAMAGES FOR DELAYS IN COMPLETION OF THE WORK OR ANY PORTION THEREOF.

21. Confidentiality

Each Bidder shall identify any information submitted in the bidding process that is considered by it to be confidential or proprietary. Owner shall not disclose, outside the bidding process, at any time, either during or subsequent to the bidding process, any

GENERAL INSTRUCTIONS

such designated confidential or proprietary information, unless such disclosure will not cause competitive harm, or such information was actually known to Owner prior to its submission by Bidder, or such information was properly obtained or developed independently by Owner, or Bidder consents to such disclosure. Notwithstanding the foregoing, each Bidder, by its submission of its Bidder's Proposal, acknowledges that Owner is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

EXHIBIT C

DuPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
ELECTRICAL GENERATION FACILITY AND OFFICE/GARAGE EXPANSION
FOR THE DuPAGE PUMPING STATION
CONTRACT PSD-7/08
SPECIAL INSTRUCTIONS TO BIDDERS

1. **Special Bidding Considerations**

A. Generator Set to be Furnished by Owner. Bidders are specially instructed to note that Owner has one portable engine generator set and appurtenances in trailer at the Work Site for removal from trailer, installation in a stationary location, calibration, testing, and training by the successful Bidder under the Contract, all as set forth in Subsection **[X]** of the Special Conditions of Contract included in this Bid Package.

The successful Bidder will be responsible to coordinate delivery, installation, calibration, testing, and training with Engineer, Owner, and the named Generator Contractor (Altorfer Power Systems); will be required to retain the services of, and pay all costs incurred by, the Generator Contractor to furnish qualified field superintendent(s) to assist and direct the successful Bidder in the proper installation, start-up testing, calibration, and field acceptance testing of, and the operation and maintenance training for, the engine generator set and appurtenances; will have sole responsibility for the proper removal and reinstallation, calibration, and testing of the stationary engine generator set and appurtenances and for all risk of loss or damage or destruction to the stationary engine generator set and appurtenances from and after delivery to the Work Site and until Final Payment.

B. Materials, Equipment, Supplies, and Services to be Furnished by Owner. Bidders are specifically instructed to note the materials, equipment, supplies, and services to be furnished by Owner, as set forth in Subsection **[X]** of the Special Conditions of Contract included in this Bid Package, and to exclude such costs from their Price Proposal accordingly.

C. Indeterminate Unit Prices. All of the Indeterminate Unit Price Items set forth in Part **[X]** of the Schedule of Prices included in the Bidder's Proposal form are established for the possible adjustment to the Work. Any such Work shall be performed only pursuant to Owner's specific order in writing. All of the Indeterminate Unit Price Items specified shall be performed in accordance with the Contract and, for field adjustments ordered by Owner pursuant to Subsection 2.1A of the General Conditions of Contract, the percentage of increase, and the amount to be paid for such field adjustments, or, for Change Orders, the amount of the equitable adjustment in the Contract Price for any such Increased or Decreased Work ordered by Owner, as the case may be, that can be classified under one or more of the Indeterminate Unit Price Items shall be determined in accordance with the Indeterminate Unit Prices set forth in the Bidder's Proposal in the same manner as provided for Unit Prices under the Contract.

SPECIAL INSTRUCTIONS

D. Allowances. Bidders are specifically instructed to note that Price Proposals for the Work are deemed to include certain allowances. Bidders are directed to Section [XX] of the Special Conditions of Contract and Section [XX] of Specification Section [XXX] included in this Bid Package for a further description of the allowances deemed included in the Bidder's Price Proposal for the Work.

E. Pre-Existing Project Record Documents. Information as to the location and manufacture of Owner's existing facilities and equipment has been indicated or provided solely for the convenience of prospective Bidders. Owner and Engineer assume no responsibility whatever in respect to the sufficiency or accuracy of such information and such information is not guaranteed. Bidders may examine at the offices of Owner and Engineer the "Drawings of Record" from the initial construction of the DuPage Pumping Station and appurtenances within the Work Site. Such information is made available solely for the convenience of Bidders and is not guaranteed. Bidders are directed to Section 1 of the General Instructions to Bidders included in this Bid Package for provisions related to the improper use of this information.

As noted in Section 1.5 of the General Conditions of Contract included in this Bid Package, the successful Bidder will be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching or 200 lineal feet in advance of such excavation or trenching, whichever is earlier. All locating of Owner's underground installations such as yard piping is to be performed by the successful Bidder without assistance from Owner, and Owner will not be responsible for marking the approximate locations of those facilities.

F. Pre-Bid Work Site Inspections. As noted in Section 1 of the General Instructions to Bidders included in this Bid Package, each prospective Bidder shall, before submitting its Bidder's Proposal, personally inform itself, by on-site inspection and investigation and by such other appropriate and lawful means as it may wish, of all conditions under which the Work is to be performed; of the obstacles, unusual conditions or difficulties that may be encountered, whether or not referred to in the Bid Package; and of all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground and other concealed conditions. Any prospective Bidder desiring to make borings, explorations, or observations to determine conditions at or around the Work Site shall obtain permission from Owner or other appropriate property owner prior to commencement of any such activity. Owner will provide access to the DuPage Pumping Station for such pre-bid inspections ***[from X:00 x.m. to X:00 x.m. on the following days: TBD (if any)]***

; provided, however, that (i) the required Non-Disclosure and Confidentiality Agreement shall have been signed by a prospective Bidder in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package; and (ii) the security requirements set forth in Subsection [X] of the Special Conditions of Contract included in this Bid Package shall have been complied with, including without limitation

SPECIAL INSTRUCTIONS

providing to Engineer a list of all Persons requiring access at least 48 hours in advance. ***[For access on other dates or times, contact Engineer.]***

G. Mandatory Pre-Bid Conference. A pre-bid conference of all prospective Bidders shall be held at the Work Site on **[XXX]**, 2022, at **[X]:00** o'clock, **[X].M.**, local time. At least one Person employed by each Bidder must attend the pre-bid conference, in addition to any other representatives a prospective Bidder may choose to invite. **THE BIDDER'S PROPOSAL OF ANY BIDDER THAT FAILS TO HAVE AT LEAST ONE PERSON EMPLOYED BY SUCH BIDDER ATTEND THE PRE-BID CONFERENCE SHALL BE REJECTED.** No representatives or invitees of a prospective Bidder shall be permitted to attend the pre-bid conference unless (i) the required Non-Disclosure and Confidentiality Agreement shall have been signed by the prospective Bidder in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package; and (ii) the security requirements set forth in Subsection **[X]** of the Special Conditions of Contract included in this Bid Package shall have been complied with, including without limitation providing to Engineer a list of all Persons requiring access at least 48 hours in advance.

[H. Materials to be Removed for Owner Salvage. The successful Bidder shall be required to carefully remove, protect, and deliver to Owner the XXX as provided in Section 1.19 of Specification Section 16000 included in this Bid Package].

I. Testing. All quality control testing is to be performed by the successful Bidder unless the Specifications included in this Bid Package specifically identify Owner as the entity responsible for such testing.

2. Special Construction Considerations

A. Scheduling. Bidders are specifically instructed to note that Owner may, in the exercise of its sole discretion, delete, relocate, or impose special starting date or time limitations on any portion of the Work to be performed. In the event Owner deletes or relocates any Work, Bidders or Contractor, as the case may be, shall not dispute or complain of such deletion or relocation nor assert that there was any misunderstanding in regard to the nature or amount of the Work to be done. In addition, any deletion, relocation, or specially imposed starting date or time limitations shall not constitute the basis of a claim for damages or anticipated profits on Work affected by such deletion, relocation, or timing constraints nor entitle the successful Bidder to any compensation or damages therefor. Bidders are directed to Article II of the General Conditions of Contract included in this Bid Package for provisions related to changes and delays.

BIDDERS ARE DIRECTED TO SECTION 1 OF THE SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR A FURTHER DESCRIPTION OF THE SPECIAL SCHEDULING REQUIREMENTS FOR THE WORK AND FOR WORK HOUR RESTRICTIONS.

SPECIAL INSTRUCTIONS

B. Permits. As noted in the Special Conditions of Contract included in this Bid Package, Owner will obtain the necessary permits from the Illinois Environmental Protection Agency. The successful Bidder shall be required to familiarize itself with the provisions of such permits and comply therewith.

The successful Bidder shall be required to obtain, pay for, and furnish to Owner copies of, all other permits, licenses and other governmental approvals and authorizations necessary in connection with the Work, including without limitation all bonds and insurance coverages requested in connection therewith.

The successful Bidder shall be required to pay all fees, give all notices and take all other necessary actions that may be necessary to insure that the Work is performed in accordance with all applicable laws. The successful Bidder shall be required to make all necessary arrangements for carrying out the Work with the utility companies and any authorities involved.

The following Persons have been contacted in reference to the above:

[TBD]

IT IS THE SUCCESSFUL BIDDER'S RESPONSIBILITY TO CONFIRM OR ESTABLISH ALL SUCH AGENCIES AND THEIR REQUIREMENTS, ESPECIALLY IN RELATIONSHIP TO BONDING, INSURANCE, PERMITS, AND TRAFFIC CONTROL AND PROTECTION. BIDDERS ARE DIRECTED TO THE SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR ANY SPECIAL INSURANCE AND BONDING REQUIREMENTS.

C. Limited Access. The successful Bidder shall be required to confine its operations to the areas of the Work Site shown on the Contract Drawings for the successful Bidder's non-exclusive use. On all other lands, the successful Bidder shall have no right unless it obtains them from the proper parties. In addition, Owner will be occupying the Work Site for the conduct of its normal operations. The successful Bidder shall be required to cooperate with Owner and Engineer to minimize conflict and to facilitate Owner's usage.

D. Site Agreements. The successful Bidder shall be required to familiarize itself with the provisions of all applicable easements or other agreements between Owner and the various property owners on whose property the Work is to be performed, and to comply therewith. Bidders may examine at the offices of Engineer or Owner available easement or other agreements pertaining to the sites where the Work is to be performed on property not owned by Owner. On all other lands, the successful Bidder shall have no rights unless it obtains them from the proper parties. The successful Bidder shall not work on property requiring the obtaining of an easement or other agreement until Owner has obtained the necessary easement or other agreement.

SPECIAL INSTRUCTIONS

The Special Conditions of Contract included in this Bid Package delineate some but not all of the special requirements for Work to be performed on both public and private property not owned by the Owner. The successful Bidder shall be required to comply with all of the terms and conditions of such intergovernmental, easement or other agreement whether or not separately specified in the Special Conditions of Contract included in this Bid Package. In addition, some of the requirements delineated are taken from intergovernmental, easement or other agreements which have not yet been finalized. Accordingly, Bidders are instructed to note that the terms and conditions of any such non-final agreements may be subject to change and that additional special requirements may be added at a later date.

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Coordinating Engineer
ITEM	<p>A Resolution Approving and Ratifying Task Order 1 Under a Master Contract with Dixon Engineering, Inc. at the November 18, 2021 DuPage Water Commission Meeting</p> <p>Resolution No. R-58-21</p>	<p>APPROVAL</p> <p><i>JB</i></p> <p><i>JY</i></p> <p><i>CAO</i></p>	
<p>Account No.: 01-60-771200 (Total Not to Exceed \$9,200.00)</p>			
<p>The Commission entered into a master contract with Dixon Engineering, Inc. dated March 16, 2018, for professional engineering services related to corrosion protection coating in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-58-21 would approve the following Task Orders to the Master Contract:</p>			
<p>During AECOM's Condition Assessments of 2014 and 2015, AECOM identified several areas where protective coatings have failed throughout the Commission structures. Most of the failed coatings have been found when insulated coverings have been removed and exposing the coatings from original construction over 30 years past.</p>			
<p>Where most consulting firms utilize architectural staff to develop coating specifications with little or no background in such matters, Dixon Engineering specializes in such work including the specification writing for our recent completed water standpipe rehabilitation projects. Dixon employs NACE and SSPC Certified Corrosion Coating Specialists to develop specifications.</p>			
<p>Task Order No. 01: Development of Standard Technical Specifications and General Conditions for Owner's use in procuring Structural Coating Rehabilitation work in potable water facilities to be performed by others, based upon Dixon Engineering's proposal 13-22-66-20 dated October 4, 2021.</p>			
<p>Task Order No. 01 would authorize the consultant to: Prepare the Technical Specifications and Bidding Documents using Design, Bid, Build Project Strategy to include; Additions to General or Special Conditions for placement into Owner's standard form of bidding/contract documents relevant to coating rehabilitation projects; Develop Technical Specifications and Drawings for Health, Safety and Structural Repairs following at a minimum AWWA, NACE & SSPC (AMPP) and OSHA standards.</p>			
<p>The not to exceed cost for this Task Order is \$9,200.00.</p>			
<p>MOTION: To adopt Resolution No. R-58-21.</p>			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-58-21

A RESOLUTION APPROVING AND RATIFYING TASK ORDER 1
UNDER A MASTER CONTRACT WITH DIXON ENGINEERING, INC.
AT THE NOVEMBER 18, 2021 DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with Dixon Engineering, Inc. (the "Consultant") dated March 18, 2021, to provide, from time to time, professional engineering services in connection with various projects of the Commission (the "Master Contract"); and

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

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

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

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

SECTION TWO: The Task Orders attached hereto 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 and the Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are

Resolution No. R-58-21

germane to the Master Contract as signed, and/or the Task 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 Article 33E of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2021.

Chairman

ATTEST:

Clerk

EXHIBIT

TASK ORDER NO. 01

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services dated March 16, 2018, Owner and Consultant agree as follows:

1. **Project:**

Development of Standard Technical Specifications and General Conditions for Owner's use in procuring Structural Coating Rehabilitation work in potable water facilities to be performed by Others, based upon Dixon Engineering's proposal 13-22-66-20 dated October 4, 2021:

2. **Services of Consultant:**

A. Basic Services:

1. **Design Phase Services**

a. Prepare the Technical Specifications and Bidding Documents using Design, Bid, Build Project Strategy to include:

1. Additions to General or Special Conditions for placement into Owner's standard form of bidding/contract documents relevant to coating rehabilitation projects.

2. Develop Technical Specifications and Drawings for Health, Safety and Structural Repairs following at a minimum AWWA, NACE & SSPC (AMPP) and OSHA standards.

3. Additional work as identified in Dixon Proposal 13-22-66-20.

b. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.

c. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.

d. In response to Owner's review comments, as appropriate, make revisions and furnish to Owner one electronic copy of the Final Design Phase documents.

B. Additional Services:

None

3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations:

None

4. **Commencement Date:**

Effective Date of this Task Order

5. **Completion Date:**

- A. Design Phase: 90 days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

Todd Schaefer

8. **Contract Price:**

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

Design Phase Services – Not to Exceed \$9,200.00

9. **Payments:**

Direct Labor Costs shall mean the billing rate of all Consultants personnel including all professionals whether owners or employees, engaged directly on the Project.

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

10. **Modifications to Contract:**

None

11. **Attachments:**

None

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is November 22, 2021.

DUPAGE WATER COMMISSION

By: _____

John Spatz
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

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

Dixon Engineering, Inc.

By: _____

Todd Schaefer
Project Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Todd Schaefer
Title: Project Manager
E-mail Address: todd.schaefer@dixonengineering.net
Phone: 630-376-8322

Date: November 11th, 2021

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Pipeline
ITEM	<p>A Resolution Approving and Ratifying Task Orders 2 and 3 Under a Master Contract with DeLasCasas CP, LLC at the November 18, 2021, DuPage Water Commission Meeting</p> <p>Resolution No. R-61-21</p>	<p>APPROVAL</p> <p><i>JB</i></p> <p><i>JP</i></p> <p><i>AT</i></p>	
<p>Account Nos: 01-60-751200 (An amount not-to-exceed \$55,470.00)</p>			
<p>The Commission entered into a Master Contract with DeLasCasas CP, LLC, for professional engineering services on August 23rd, 2021 in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-61-21 would approve Task Orders 2 and 3 to the Master Contract, to help mitigate corrosion on two steel pipelines within the DWC distribution system.</p>			
<p>Task Order No. 2: Corrosion Mitigation for TE-3/94</p>			
<p>From our annual CIS survey, we have found that TE-3/94, the 72" steel pipeline from Chicago, is experiencing stray current from a CTA train in the vicinity of the pipeline, and is not adequately distributing cathodic protection current at rectifier sites 4 and 5. Under this task order, DeLasCasas would assist the Commission in performing pipe-to-soil potential testing at coupon stations, DC stray current interference testing near the reverse current switch, and a current requirement test/constructability study for a new impressed current system to replace the existing rectifiers at sites 4 and 5. DeLasCasas would provide field testing and reports, engineering designs, and commissioning assistance in order to get the 72" Steel main to satisfy the National Association of Corrosion Engineers (NACE) criteria for adequate steel pipeline protection.</p>			
<p>Task Order No. 3: Corrosion Mitigation for TOB-E-87</p>			
<p>In addition, the Commission has found that a rectifier on TOB-E-87, which was put in in 2007, has a depleted ground bed. The ground bed was found to be depleted much sooner than the anticipated design. From further inspection, we found that the initial cathodic protection system was designed for completely steel pipe, when in actuality this pipeline is compiled of steel, ductile iron, and concrete pipe. The pipeline was installed under numerous IDOT contracts prior to the Commission's existence and hence the Commission was unaware of pipeline material. DeLasCasas will perform testing in this area, re-adjust the rectifiers, and provide a field report to make recommendations for any additional infrastructure needed to meet NACE criteria for adequate steel pipeline protection on TOB E-87.</p>			
<p>MOTION: To adopt Resolution No. R-61-21.</p>			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-61-21

A RESOLUTION APPROVING AND RATIFYING
TASK ORDERS 2 and 3 UNDER A MASTER CONTRACT WITH DELASCASAS CP,
LLC AT THE NOVEMBER 18, 2021, DuPAGE WATER COMMISSION MEETING

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

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

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

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

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

SECTION TWO: The Task Orders attached hereto 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 and the Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are

Resolution No. R-61-21

germane to the Master Contract as signed, and/or the Task 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 Article 33E of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2021.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-61-21.doc

EXHIBIT 1

TASK ORDER NO. 2

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and DeLasCasas CP, LLC ("Consultant") for Professional Engineering Services dated August 23rd, 2021 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

Field testing and design of a DC interference reverse current switch, field testing and design for new cathodic protection systems at rectifiers sites 4 and 5, and assessment of cathodic protection levels using coupon assemblies on line TE-3/94 as according to the proposals from DeLasCasas CP, LLC dated November 8th, 2021.

2. **Services of Consultant:**

A. Basic Services:

1. Perform field visits before design of reverse current switch and determine the location of maximum exposure.
 - a. Installation of dataloggers at TS 320+00, at the existing drainage switch, for a week. Measure pipe to soil and pipe to railroad potentials simultaneously, with switch disconnected.
 - b. Coordinate with railroad company to allow for a connection with the railroad close to the Lexington pump station to perform simultaneous reading of pipe to railroad and pipe to soil potentials at the following TS:
 - i. Installation of dataloggers, at stations: 459+95, 481+40, 491+35, 492+75 and 493+25, for 24 hours, while the dataloggers at station 320+00.
 - c. Take pipe to soil IR free potentials at the existing coupon/stationary reference cells in the section under study. Perform CP level evaluation using this data.
 - d. Calculation of the Beta value from the Beta curves obtained from the dataloggers mentioned above.
 - e. Perform simultaneous recording of the closed-circuit potential difference (On-Off) between pipeline and railroad, and current circulating between pipeline and railroad.
 - f. Perform simultaneous recording of the closed-circuit potential difference (On-Off) between pipeline and railroad and potential of the pipeline to the ground.
2. Complete initial calculations; before bond design and maximum cable capacity.
 - a. Obtain the internal circuit resistance.

- b. Obtain the pipe to soil potential to circulating current ratio.
3. Complete reverse current switch design.
 - a. Size the new bond and cable characteristics.
 - b. Prepare Installation drawings.
 - c. Prepare bill of materials and materials specifications.
4. Perform field visits before design at Rectifier Sites 4 and 5.
 - a. Complete soil strata study for the installation of new impressed current systems
5. Complete simulation of the impressed current ground beds, and pipeline attenuation calculations at Rectifier Sites 4 and 5.
6. Complete installation drawings and constructability studies for the location of new impressed current ground beds at Rectifier Sites 4 and 5.
7. Complete inspection of installation and commissioning of the new CP systems on TE-3/94.

B. Additional Services:

None

3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations:

None

4. **Commencement Date:**

November 22nd, 2021

5. **Completion Date:**

5 months following Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

Names:	Telephone:
Rogelio De Las Casas	312.835.0272
Jennifer De Las Casas	312.636.2845

8. **Contract Price:**

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

<u>Phase</u>	<u>Labor Cost Factor</u>	<u>Not to Exceed</u>
Reverse Current Switch		
Field Visits and Testing	2.3	\$12,543
Stimulation, Design, Installation drawings, BOM	2.3	\$5,946
Commissioning & As-Built Drawings	2.3	\$5,449
Rectifier Sites 4 and 5		
Field Visits and Testing	2.3	\$4,999
Stimulation, Design, Installation drawings, BOM	2.3	\$6,564
Commissioning & As-Built Drawings	2.3	\$5,449
Total:	2.3	\$40,950

9. **Payments:**

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

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

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

10. **Special Safety Requirements:**

None

11. **Modifications to Contract:**

None

12. **Attachments:**

None

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is November 22nd, 2021.

DuPAGE WATER COMMISSION

By:

John Spatz
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jessica Bonnema

Title: Coordinating Engineer

Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642

E-mail Address: bonnema@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

DELASCASAS CP, LLC

By: _____
Rogelio De Las Casas
President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Rogelio De Las Casas

Address: 111 Ambassador Ave, Romeoville, Illinois, 60446

E-mail Address: rogelio@delascasascp.com

Phone: (312) 835-0272

TASK ORDER NO. 3

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and DeLasCasas CP, LLC ("Consultant") for Professional Engineering Services dated August 23rd, 2021 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

Field testing and rebalancing of the cathodic protection systems on line TOB-E/87 as according to the proposals from DeLasCasas CP, LLC dated November 8th, 2021.

2. **Services of Consultant:**

A. Basic Services:

1. Review existing CP systems installation and as-built drawings.
2. Review existing CP annual surveys and or CIS surveys on the TOB line
3. Perform field visits.
 - a. Determine possible locations for coupon/stationary reference electrodes test station installations.
 - b. Adjust rectifiers output on the locations where PCCP mains might be exposed to high cathodic environment.
 - c. Measure the main polarization potentials after rectifiers output adjustment.
4. Provide report with rectifiers output adjusted conclusions and recommendations.

B. Additional Services:

None

3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations:

None

4. **Commencement Date:**

November 22nd, 2021

5. **Completion Date:**

5 months following Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

Names:

Rogelio De Las Casas

Jennifer De Las Casas

Telephone:

312.835.0272

312.636.2845

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of 2.3 for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$14,520.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

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

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

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

10. **Special Safety Requirements:**

None

11. **Modifications to Contract:**

None

12. **Attachments:**

None

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is November 22nd, 2021.

DUPAGE WATER COMMISSION

By: _____
John Spatz
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jessica Bonnema

Title: Coordinating Engineer

Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642

E-mail Address: bonnema@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

DELASCASAS CP, LLC

By: _____
Rogelio De Las Casas
President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Rogelio De Las Casas

Address: 111 Ambassador Ave, Romeoville, Illinois, 60446

E-mail Address: rogelio@delascasascp.com

Phone: (312) 835-0272



DuPage Water Commission

MEMORANDUM

TO: John Spatz, General Manager

FROM: Cheryl Peterson, Financial Administrator *CP*

DATE: November 9, 2021

SUBJECT: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the November 18, 2021 Commission meeting:

October 13, 2021 to November 9, 2021 A/P Report	\$9,035,325.89
Accrued and estimated payments required before December 2021 Commission meeting	<u>1,659,425.00</u>
Total	<u>\$10,694,750.89</u>

cc: Chairman and Commissioners



DuPage Water Commission

Board Open Payable Report

As Of 11/09/2021

Summarized by Payable Account

Payable Number	Description	Post Date	Payable Amount	Net Amount
Payable Account: 01-211000 - ACCOUNTS PAYABLE				
Vendor: 1088 7001961050	AMERICAN WATER WORKS ASSOCIATION Membership Dues: Spatz 00507249	10/28/2021	238.00	Payable Count: (1) 238.00
Vendor: 1017 P44957436	BATTERIES PLUS Batteries for Reservoir Hatch Radios	10/28/2021	123.90	Payable Count: (1) 123.90
Vendor: 1162 2129370	BEE CLEAN SPECIALTIES, LLC Semi Annual Cleaning of Air Cleaner	10/31/2021	105.00	Payable Count: (1) 105.00
Vendor: 1731 2115-02	Benchmark Construction Co, Inc. QR-12/21 WAO 5 Watermain Repair	10/31/2021	51,333.29	Payable Count: (1) 51,333.29
Vendor: 1135 INV0005623	CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION WATER BILLING: October 2021	10/31/2021	8,968,819.10	Payable Count: (1) 8,968,819.10
Vendor: 1140 INV0005588	CITY OF ELMHURST Business License Renewal: License No. 21-00000962	10/28/2021	25.00	Payable Count: (1) 25.00
Vendor: 1197 P665245	Core & Main LP Meter Station Supplies	10/21/2021	10.00	Payable Count: (1) 10.00
Vendor: 1097 45406 45438	ELMHURST PLAZA STANDARD INC. Vehicle Maint: M220083 Vehicle Maint: M166601	10/28/2021 10/31/2021	609.98 674.59	Payable Count: (2) 1,284.57 609.98 674.59
Vendor: 1904 01305818	IT SAVVY LLC KnowBe4 Security Awareness Training	11/04/2021	1,792.08	Payable Count: (1) 1,792.08
Vendor: 2318 10941	Logical Media Group Website Hosting Services: November 2021	11/04/2021	150.00	Payable Count: (1) 150.00
Vendor: 1194 SC0000069547 IV963481	MK BATTERY Batteries - Return Replacement Batteries for UPS	09/21/2021 09/28/2021	-239.00 222.03	Payable Count: (2) -16.97 -239.00 222.03
Vendor: 1110 80805071	NEWARK ELEMENT14 Fan - Return	10/31/2021	-52.32	Payable Count: (1) -52.32
Vendor: 1178 194156	PADDOCK PUBLICATIONS, INC. Legal Notice	10/19/2021	338.10	Payable Count: (1) 338.10
Vendor: 2279 INV0005477	PETER RIZZO Facilities and Sustainability Class - Reimb	08/31/2021	440.00	Payable Count: (1) 440.00
Vendor: 1730 447228	RAILROAD MANAGEMENT COMPANY III, LLC License Fees (1/10/22-1/9/23)	10/21/2021	313.34	Payable Count: (1) 313.34
Vendor: 1777 862268 862271 863411	SCHNEIDER ELECTRIC BUILDINGS AMERICA, INC Diagnosis work for Building Automation System Diagnosis work for Building Automation System Gate 2 Diagnostic and Troubleshoot	10/31/2021 10/31/2021 10/31/2021	1,505.00 785.00 965.00	Payable Count: (3) 3,255.00 1,505.00 785.00 965.00
Vendor: 1891 CREDIT000000008529	SET ENVIRONMENTAL, INC. Credit Balance on IEPA Invoice 277699	08/31/2021	-150.58	Payable Count: (1) -150.58
Vendor: 1121 INV0005596	SPI ENERGY GROUP Electrical Consulting Services: October 2021	10/31/2021	2,665.00	Payable Count: (1) 2,665.00
Vendor: 1773	STAPLES ADVANTAGE			Payable Count: (2) 422.44

Board Open Payable Report

As Of 11/09/2021

Payable Number	Description	Post Date	Payable Amount	Net Amount
3491295556	Office Supplies	10/31/2021	255.89	255.89
3491295560	Office Supplies	10/31/2021	166.55	166.55
Vendor: 1080	TYLER TECHNOLOGIES, INC			
025-353677	Maintenance: 12/1/21-11/30/22	11/02/2021	2,038.77	2,038.77
Vendor: 2349	W.G.N. FLAG DECORATING CO.			
59108	Flagpole Repair	10/31/2021	525.50	525.50
Vendor: 2096	William A. Fates			
INV0005621	Service as Treasurer: November 2021	11/09/2021	1,666.67	1,666.67
			Payable Account 01-211000	Payable Count: (27) Total: 9,035,325.89

Payable Account Summary

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	27	9,035,325.89
Report Total:	27	9,035,325.89

Payable Fund Summary

Fund	Count	Amount
01 - WATER FUND	27	9,035,325.89
Report Total:	27	9,035,325.89

**DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 11-18-21
Board Meeting Date: December 16, 2021**

2,200.00	Computer Discount Warehouse - Support Licensing
500.00	Core & Main - BOV Project Supplies
2,500.00	Core & Main - BOV Repair Supplies
200.00	Cramer - Tax Forms
400.00	Daily Herald - SCADA Replacement Advertisement
3,800.00	Farwest Corrosion Control - Cathodic Protection Supplies
1,100.00	Farwest Corrosion Control - Cathodic Protection Supplies
2,300.00	Grainger - Secondary CP Tool Kit
8,100.00	Grainger - Replacement HVAC Units
52,000.00	Greeley & Hansen - DPPS EGEN System Study No. 17
13,000.00	Hach - Annual Calibration of Water Quality Instruments
2,000.00	Hach - Monthly Chemicals
63,000.00	Hexagon - Annual Infor Invoice
200.00	IT Savvy - KnowBe4 Security Awareness Training
300.00	Office Depot - Supplies
2,000.00	OGL Corporation - Snow Removal
900.00	Program One - Window Cleaning
900.00	Pro-Quip - Pressure Gauges and Snubbers for Pumps
300.00	RedWing - Safety Shoes - Constantopoulos
4,700.00	Regional Truck Equipment - M220084 Service
900.00	Schneider - Transponder for Gate 2
1,000.00	Schneider - Gate 2 Diagnostic/Troubleshoot
1,900.00	Schneider - Replacement of 2 Heating Valves
4,600.00	SiteOne - Salt/Calcium Chloride for season
400.00	Specialty Mat - Mat Service
400.00	Specialty Mat - Rags for Maintenance Shop
40,000.00	Strand - SCADA Replacement Project Peer Review
7,100.00	Utility Service Co - Annual Service Agreement
14,000.00	Volt - IR Scanning of Electrical Equipment
10,000.00	AECOM - Pump 10 Feasibility Analysis
5,000.00	EN Engineering - Cathodic Protection and CRCUC Meeting
25,000.00	DelasCasas - Cathodic Protection
5,000.00	Cathodic Protection Management - Rectifier Investigation
80,000.00	Rossi - Frame Lid and Frame Repair
80,000.00	John Neri - Frame Lid and Frame Repair
70,000.00	Actuation Group - Valve Assessment Program
6,000.00	Schirott - Lombard Political Document Review
40,000.00	AECOM - Lombard Design
9,200.00	Dixon Engineering
50,000.00	Greeley & Hansen - EGEN Facility Engineering
15,000.00	INTTB - EGEN Modifications/HVAC System Testing
5,000.00	Tree Towns - Document Scanning
5,000.00	Construction Safety Council - Safety Training
5,000.00	Premier Fall Protection - Inspection Services
10,000.00	Dixon Engineering - Specification Writing
3,000.00	Actuation Group - Addition to PO 37330
15,000.00	AECOM - Emergency Response
5,000.00	Mesirov - Treasurer Bond
40,000.00	Roesch - Ford F150
42,000.00	Currie - Ford F350
41,000.00	Kunes - Ford Explorer
26,000.00	Regional Trucking - Emergency Lights/Boxes for F350
11,000.00	TBD - Emergency Lights/Boxes for Explorers and F150

1,659,425.00

DUPAGE WATER COMMISSION
 ITEMS TO BE PAID BY 11-18-21
 Board Meeting Date: December 16, 2021

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
55,000.00	Blue Cross Blue Shield - Health Insurance			
7,000.00	Euclid Managers - Dental Insurance			
12,000.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
400.00	Healthiest You			
150.00	NCPERS - IMRF			
20,000.00	ComEd - Utility Charges			
300,000.00	Constellation (Exelon Energy) - Utility Charges			
180,000.00	City of Chicago - Lexington. Electric			
35,000.00	City of Chicago - Lexington Labor Costs			
35,000.00	City of Chicago - Repairs & Maintenance			
2,000.00	City of Naperville -Meter Station Electric Bills			
15,000.00	Nicor - Gas			
400.00	Comcast - Internet Service			
3,000.00	AT & T - Telephone Charges			
3,000.00	AT & T - Scada Backhaul Network/IP Flex			
1,000.00	Fed - Ex - Postage/Delivery			
5,000.00	Procurement Card Charges			
200.00	Anderson - Pest Control			
400.00	Republic Services - Disposal Services			
300.00	Aramark - Supplies			
600.00	Cintas- Supplies			
200.00	Elecsys - Cell Data Services			
2,200.00	AL Warren - Fuel			
1,500.00	Konica Minolta - Copy and Lease Charges			
2,100.00	Multisystem Management - Cleaning Services			
300.00	Onyx - Supplies			
625.00	Pitney Bowes - Postage			
8,000.00	Grainger - Supplies for Operations			
2,500.00	Verizon - Wireless Service			
300.00	Verizon Connect - Diagnostics			
50.00	City of Aurora - Microbial Analysis			
50.00	Bridgepoint - Hosting Services			
1,700.00	William Fates - Treasurer			
5,000.00	Baker Tilly			
15,000.00	Schirott, Luetkehans & Garner, LLC			
7,000.00	IT Savvy - Network Support			
200.00	Alexander Kefaloukos - Security			
600.00	Red Wing - Uniforms			
50.00	Elmhurst Occupational Health - New employee			
500.00	Elmhurst Standard Plaza - Vehicle Maintenance			
200.00	Sooper Lube - Vehicle Maintenance			
200.00	Sterling - Background Checks			
1,500.00	Storino Ramello & Durkin			
500.00	Local 399 Training courses			
20,000.00	Action Automation - Valve Actuator Repair			
10,000.00	Automatic Mechanical - Air Conditioner Replacement			
4,000.00	Beary - Landscaping			
2,000.00	Beary - Tanksite Landscaping			
52,000.00	Beary - Tree Removal			
2,000.00	Bedrock - Landscaping			
4,200.00	Chicago Tribune - SCADA Replacement Advertisement			
5,400.00	Chicago Tribune - Legal Notice			



DuPage Water Commission

MEMORANDUM

TO: Commissioners

FROM: James F. Zay
Chairman

John F. Spatz
General Manager

DATE: November 12, 2021

SUBJECT: September 2021 Invoices

I reviewed the Luetkehans, Brady, Garner & Armstrong invoice for services rendered during the period September 1, 2021 – September 30, 2021 and recommend it for approval. The invoices should be placed on the November 18, 2021 Commission meeting accounts payable.

September 2021

Luetkehans Brady Garner & Armstrong

CATEGORY	<u>FEES</u>	<u>HOURS BILLED</u>	<u>AVERAGE HOURLY RATE</u>	<u>ATTORNEYS & PARALEGALS EMPLOYED</u>	<u>MAJOR ACTIVITIES</u>
General	\$4,260.00	21.3	\$200.00	Luetkehans (8.50 @ \$200/hr.) Armstrong (12.70 @ \$200/hr.) Nosalski (0.10 @ \$200/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$14.00				
Total:	\$4,274.00	21.3	\$200.00		