



# DuPage Water Commission

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

## AGENDA

### DUPAGE WATER COMMISSION

THURSDAY, SEPTEMBER 19, 2013  
7:00 P.M.

600 EAST BUTTERFIELD ROAD  
ELMHURST, IL 60126

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

**RECOMMENDED MOTION: To approve the Minutes of the August 15, 2013 Regular Meeting and the Minutes of the August 23, 2013 Special Meeting of the DuPage Water Commission (Voice Vote).**

- V. Treasurer's Report – August 2013  
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

**RECOMMENDED MOTION: To accept the August 2013 Treasurer's Report (Voice Vote).**

- VI. Committee Reports
  - A. Finance Committee
    1. Report of 9/19/13 Finance Committee
    2. Actions on Other Items Listed on 9/19/13 Finance Committee Agenda
  - B. Administration Committee
    1. Report of 9/19/13 Administration Committee

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.

2. Actions on Other Items Listed on 9/19/13 Administration Committee Agenda

C. Engineering & Construction Committee

1. Report of 9/19/13 Engineering & Construction Committee
2. Resolution No. R-24-13: A Resolution Awarding a Contract for Vacuum Excavation Services (**Airy's Inc. for the unit prices set forth in its Contract/Proposal**)

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

3. To Suspend the Purchasing Procedures of the Commission's By-Laws and for Authorization for a Building Automation System upgrade from **Schneider Electric estimated not to exceed \$35,000.00**

(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 and 3 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).**

4. Actions on Other Items Listed on 9/19/13 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 \$9,106,461.48, 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 \$639,790.00, 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, AUGUST 15, 2013  
600 E. BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

The meeting was called to order by Vice Chairman Murphy at 7:05 P.M.

Commissioners in attendance: J. Broda, R. Furstenau, C. Janc, D. Loftus, W. Murphy, J. Pruy, M. Scheck, and P. Suess

Commissioners Absent: L. Crawford, D. Russo, F. Saverino, J.B. Webb, and J. Zay

Also in attendance: Treasurer D. Ellsworth, J. Spatz, C. Johnson, C. Peterson, T. McGhee, J. Rodriguez, M. Weed, F. Frelka, R. C. Bostick, E. Kazmierczak, G. Gorski of Gorski & Good, LLP, and Robert C. Renner, Executive Director of the Water Research Foundation.

**RECOGNITION**

Vice Chairman Murphy began the meeting by introducing Robert C. Renner, Executive Director of the Water Research Foundation in recognition of General Manager Spatz for his service to the Foundation.

Mr. Renner began by thanking Board members for allowing him the opportunity to commend General Manager Spatz for his exemplary service to the Foundation. After Mr. Renner gave a brief background of the Water Research Foundation, he presented General Manager Spatz with a Plaque honoring him for five years of service.

General Manager Spatz thanked Mr. Renner for his kind words noting that it had been an honor to serve such a great organization as it gave him the opportunity to work with many experienced and knowledgeable leaders in the water utility industry.

Vice Chairman Murphy closed by thanking Mr. Renner for attending the meeting and expressed his appreciation for Mr. Renner's leadership with the Water Research Foundation. On behalf of Chairman Zay and the Commissioners, Vice Chairman Murphy congratulated General Manager Spatz for his continued work and dedication in the water industry.

**PUBLIC COMMENT**

None

**APPROVAL OF MINUTES**

Commissioner Furstenau moved to approve the Minutes of the July 18, 2013 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Broda and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

## **TREASURER REPORT**

Treasurer Ellsworth presented the July 2013 Treasurer's Report, consisting of six pages.

Treasurer Ellsworth pointed out the \$64.7MM of cash and investments on page 1, which reflects an approximate increase of \$800,000.00 from the previous month. Treasurer Ellsworth also pointed out the schedule of investments on pages 2, 3, and 4 totaling \$62.5MM and the market yield on the total portfolio showed 45 basis points which remained the same from the prior month. On page 5, the statement of cash flows showed a decrease in cash and investments by about \$286,000.00 and operating activities increased cash by approximately \$657,000.00, roughly \$8MM of sales tax was received, and Debt service payments totaled about \$9.1MM. On page 6, the monthly cash/operating report showed that the Commission had met or exceeded all of its reserve requirements and approximately \$61.5MM of outstanding debt in Table 3, Rows H, I and J.

Commissioner Janc moved to accept the July 2013 Treasurer's Report. Seconded by Commissioner Suess 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, specifically focusing on the following three agenda items:

- 2013 Annual Audit Report
- Certificate of Debt with Northern Trust Bank
- PFM's Quarterly Investment Update

With respect to the 2013 Annual Audit Report, Commissioner Suess noted that the Finance Committee reviewed and recommended the Annual Audit Report for distribution.

With respect to Resolution No. R-23-13, Commissioner Suess referred to page 6 of the Treasurer's Report under Table 2- Other Cash pointing out the approximate \$16.4MM of cash noting that the Committee recommended approval of the \$5MM payment towards the Northern Trust Certificate of Debt which would then reduce the remaining debt balance to \$20MM. Commissioner Suess further noted that the Finance Committee discussed conducting quarterly reviews of the debt service for further recommendations, if necessary.

## Minutes of the 8/15/13 Meeting

Commissioner Suess asked Sikich LLP representative, Jim Savio to present the 2013 Annual Audit Report. Mr. Savio provided a favorable summary of the report pointing out that the Commission had no audit adjustments, no past adjustments, no material weaknesses, no significant deficiencies, no deficiencies, and also issued an unqualified opinion to the Commission.

After Commissioner Furstenau suggested correcting a typographic error before distributing the report, Commissioner Suess moved to accept the draft audit report for the fiscal year ending April 30, 2013, to direct the auditors to print the final report, and to direct staff to distribute the FY2013 audit report to the Commission's customers and other interested parties. Seconded by Commissioner Furstenau and unanimously approved by a Roll Call Vote.

Ayes: J. Broda, R. Furstenau, C. Janc, D. Loftus, J. Pruyn, M. Scheck, P. Suess, and W. Murphy

Nays: None

Absent: L. Crawford, D. Russo, F. Saverino, J.B. Webb, and J. Zay

Commissioner Suess moved to adopt Resolution No. R-23-13: A Resolution Authorizing and Directing the Use of General Account Balances for the Payment of Debt Service on the Northern Trust Certificate of Debt - \$5MM. Seconded by Commissioner Furstenau and unanimously approved by a Roll Call Vote.

Ayes: J. Broda, R. Furstenau, C. Janc, D. Loftus, J. Pruyn, M. Scheck, P. Suess, and W. Murphy

Nays: None

Absent: L. Crawford, D. Russo, F. Saverino, J.B. Webb, and J. Zay

### **Administration Committee**

None

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

Commissioner Loftus reported that the Engineering & Construction Committee reviewed and recommended for approval all action items listed on the Engineering & Construction Agenda. After Commissioner Loftus gave a brief summary of each item, he welcomed any questions.

Hearing none, Commissioner Loftus moved to adopt item numbers 2 and 3 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Broda and unanimously approved by a Roll Call Vote.

Minutes of the 8/15/13 Meeting

Ayes: J. Broda, R. Furstenau, C. Janc, D. Loftus, J. Pruyn, M. Scheck, P. Suess, and W. Murphy

Nays: None

Absent: L. Crawford, D. Russo, F. Saverino, J.B. Webb, and J. Zay

Item 2: Resolution No. R-22-13: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-10/13 at the August 15, 2013, DuPage Water Commission Meeting—(Rossi Contractors Inc. in the amount of \$107,300.00)

Item 3: To Suspend the Purchasing Procedures of the Commission’s By-Laws and for Authorization for the purchase and installation services for a PAX mixer- (Utility Service Company – estimated cost \$60,000.00)

Commissioner Loftus concluded his report by noting that the Commission had received several requests for consideration regarding emergency water supply connections and that the Engineering & Construction Committee would be holding a special meeting sometime before the next regularly scheduled September Board meeting to review and discuss all requests.

**ACCOUNTS PAYABLE**

Commissioner Suess moved to approve the Accounts Payable in the amount of \$14,092,204.25 subject to submission of all contractually required documentation, for invoices that have been received and for invoices that have not yet been received but have been estimated. Seconded by Commissioner Furstenau and unanimously approved by a Roll Call Vote:

Ayes: J. Broda, R. Furstenau, C. Janc, D. Loftus, J. Pruyn, M. Scheck, P. Suess, and W. Murphy

Nays: None

Absent: L. Crawford, D. Russo, F. Saverino, J.B. Webb, and J. Zay

**CHAIRMAN’S REPORT**

None

**OMNIBUS VOTE REQUIRING MAJORITY VOTE**

None

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

None

Minutes of the 8/15/13 Meeting

**OLD BUSINESS**

None

**NEW BUSINESS**

Vice Chairman Murphy asked General Manager Spatz to provide the details regarding the upcoming August 23<sup>rd</sup> Jardine Water Purification Plant and Lexington Pumping Station Tours. General Manager Spatz stated that the meeting would begin at the Commission facilities with a light lunch followed by members being transported, by Bus, to the Jardine plant, then to the Lexington plant, and ending back at the Commission facilities. General Manager Spatz added that a separate Commission vehicle would be accompanying the Bus should anyone need to return sooner.

General Manager Spatz lastly noted that staff would try and coordinate a second tour for those Commissioners that were unable to attend, but are still interested.

**EXECUTIVE SESSION**

None

Commissioner Furstenau moved to adjourn the meeting at 7:32 P.M. Seconded by Commissioner Broda and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

**MINUTES OF A SPECIAL MEETING OF THE  
DU PAGE WATER COMMISSION  
HELD ON FRIDAY, AUGUST 23, 2013  
600 EAST BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Zay at 12:00 P.M.

Commissioners in attendance: L. Crawford, R. Furstenau, D. Loftus, W. Murphy, J. Pruyn, M. Scheck, and J. Zay

Also in attendance: Treasurer D. Ellsworth, J. Spatz, C. Johnson, C. Peterson, T. McGhee, and J. Rodriguez

In attendance from the Chicago Water Department: T. Powers, B. Murphy, A. Stark, and A. Putz

In attendance from the Lexington Pumping Station: A. Wietrzak and M. O'Malley

The Commissioners left the DuPage Pumping Station at 12:20 P.M. and arrived at the City of Chicago Jardine Water Purification Plant for a presentation led by Chicago Water Department Commissioner Thomas Powers followed by a tour of the facility led by Chicago Water Department Water Research Specialist Andrea Putz.

The Commissioner left the Jardine Water Purification Plant and arrived at the Lexington Pumping Station at 3:00 P.M. for a tour of the facility led by Anthony Wietrzak and Terry McGhee.

Upon returning to the Commission facility, Commissioner Murphy moved to adjourn the meeting at 4:05 P.M. Seconded by Commissioner Scheck and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

DU PAGE WATER COMMISSION  
 TREASURER'S REPORT  
 SUMMARY OF CASH AND INVESTMENTS  
 August 31, 2013

FUNDS CONSIST OF:	August 31, 2013	July 31, 2013	INCR. - (DECR.)
PETTY CASH	1,200.00	1,200.00	0.00
CASH AT HARRIS BANK	2,261,870.82	2,217,465.30	44,405.52
<b>TOTAL CASH</b>	<b>2,263,070.82</b>	<b>2,218,665.30</b>	<b>44,405.52</b>
ILLINOIS FUNDS MONEY MARKET	-	53.52	(53.52)
IIIT MONEY MARKET FUNDS	2,308,677.11	8,076,093.70	(5,767,416.59)
BMO HARRIS MONEY MARKET FUNDS	14,384,337.31	9,584,154.99	4,800,182.32
U. S. TREASURY INVESTMENTS	18,244,959.52	17,727,792.99	517,166.53
U. S. AGENCY INVESTMENTS	20,214,808.66	20,972,414.07	(757,605.41)
MUNICIPAL BONDS	4,120,974.18	4,126,337.82	(5,363.64)
COMMERCIAL PAPER	1,023,467.46	-	1,023,467.46
CERTIFICATES OF DEPOSIT	1,973,000.00	1,973,000.00	0.00
<b>TOTAL INVESTMENTS</b>	<b>62,270,224.24</b>	<b>62,459,847.09</b>	<b>(189,622.85)</b>
<b>TOTAL CASH AND INVESTMENTS</b>	<b>64,533,295.06</b>	<b>64,678,512.39</b>	<b>(145,217.33)</b>
	<b>August 31, 2013</b>	<b>July 31, 2013</b>	<b>% CHANGE</b>
ILLINOIS FUNDS MONEY MARKET	0.0%	0.0%	N/A
IIIT MONEY MARKET FUNDS	3.7%	12.9%	-71.4%
BMO HARRIS MONEY MARKET FUNDS	23.1%	15.3%	50.1%
U. S. TREASURY INVESTMENTS	29.3%	28.4%	2.9%
U. S. AGENCY INVESTMENTS	32.5%	33.6%	-3.6%
MUNICIPAL BONDS	6.6%	6.6%	-0.1%
COMMERCIAL PAPER	1.6%	0.0%	N/A
CERTIFICATES OF DEPOSIT	3.2%	3.2%	0.0%
<b>TOTAL INVESTMENTS</b>	<b>100.0%</b>	<b>100.0%</b>	<b>-0.3%</b>

Note 1 - Investments are carried at amortized cost.

DU PAGE WATER COMMISSION  
 INVESTMENTS  
 (Unaudited)  
 August 31, 2013

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		APPROX. MARKET YIELD	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 08/31/13
<b>Water Fund Oper. &amp; Maint. Acct. (01-1211.03)</b>										
BMO Harris - Money Market	0.170%	08/31/13	09/01/13	1	0.170%	13,191,042.93	13,191,042.93	-	13,191,042.93	-
<b>Revenue Bond Interest Account (01-1212)</b>										
BMO Harris	0.000%	08/31/13	09/01/13		0.000%	\$ 29,144.38	\$ 29,144.38	\$ -	\$ 29,144.38	\$ -
<b>Revenue Bond Principal (01-1213)</b>										
BMO Harris	0.000%	08/31/13	09/01/13		0.000%	\$ 1,164,150.00	\$ 1,164,150.00	\$ -	\$ 1,164,150.00	\$ -
<b>Water Fund General Account (01-1217 &amp; 1217.01)</b>										
IIIT - Money Market (PFM Asset Management)	0.030%	08/31/13	09/01/13	1	0.030%	255,111.60	255,111.60	-	255,111.60	-
CD - PrivateBank & Trust(PFM Asset Management)	0.850%	04/20/12	04/21/14	233	0.850%	245,000.00	245,000.00	-	245,000.00	2,847.04
CD - Israel Discount Bank of NY (PFM Asset Manageme	0.700%	04/20/12	04/21/14	233	0.700%	246,000.00	246,000.00	-	246,000.00	2,354.19
CD - Onewest Bank (PFM Asset Management)	0.750%	04/20/12	04/21/14	233	0.750%	246,000.00	246,000.00	-	246,000.00	2,522.34
CD - Onstow Bank (PFM Asset Management)	0.700%	04/20/12	04/21/14	233	0.700%	246,000.00	246,000.00	-	246,000.00	2,354.19
CD - National Republic Bank (PFM Asset Management)	0.650%	04/24/12	04/24/14	236	0.650%	246,000.00	246,000.00	-	246,000.00	2,168.51
CD - Avenue Bank, TN (PFM Asset Management)	0.380%	04/30/13	04/30/14	242	0.380%	248,000.00	248,000.00	-	248,000.00	320.16
CD - Bank of China, NY (PFM Asset Management)	0.500%	04/30/13	04/30/14	242	0.500%	248,000.00	248,000.00	-	248,000.00	421.26
CD - Bank of the West (PFM Asset Management)	0.400%	04/30/13	04/30/14	242	0.400%	248,000.00	248,000.00	-	248,000.00	337.01
					0.549%	\$ 2,228,111.60	\$ 2,228,111.60	\$ -	\$ 2,228,111.60	\$ 13,324.70
					Weighted Avg Maturity					194
<b>Sales Tax Funds (01-1230 &amp; 01-1230.01)</b>										
IIIT - Money Market (PFM Asset Management)	0.030%	08/31/13	09/01/13	1	0.030%	2,007,258.65	2,007,258.65	-	2,007,258.65	-
US Treasury Notes (PFM Asset Management)	1.875%	04/30/12	02/28/14	181	0.270%	575,000.00	579,569.13	(12,254.11)	591,823.24	29.78
US Treasury Notes (PFM Asset Management)	1.000%	04/30/12	05/15/14	257	0.290%	750,000.00	753,744.39	(7,095.45)	760,839.84	2,221.47
US Treasury Notes (PFM Asset Management)	2.375%	03/21/13	10/31/14	426	0.230%	375,000.00	384,345.46	(3,589.11)	387,934.57	3,001.02
US Treasury Notes (PFM Asset Management)	1.750%	09/06/12	07/31/15	699	0.290%	300,000.00	308,339.18	(4,305.35)	312,644.53	456.52
US Treasury Notes (PFM Asset Management)	1.375%	11/29/12	11/30/15	821	0.350%	225,000.00	230,155.67	(1,691.01)	231,846.68	786.12
US Treasury Notes (PFM Asset Management)	2.000%	01/30/13	01/31/16	883	0.440%	35,000.00	36,310.67	(310.81)	36,621.48	60.87
US Treasury Notes (PFM Asset Management)	2.000%	03/28/13	04/30/16	973	0.380%	100,000.00	104,290.75	(685.81)	104,876.56	673.91
US Treasury Notes (PFM Asset Management)	3.250%	05/10/13	06/30/16	1,034	0.410%	150,000.00	161,986.29	(1,255.90)	163,242.19	834.58
US Treasury Notes (PFM Asset Management)	3.250%	05/22/13	06/30/16	1,034	0.440%	200,000.00	215,760.45	(1,512.99)	217,273.44	1,112.77
US Treasury Notes (PFM Asset Management)	3.250%	05/24/13	06/30/16	1,034	0.530%	225,000.00	242,189.02	(1,531.68)	243,720.70	1,251.87
Regional Trans Auth, IL Rev Bonds (PFM Management)	1.064%	06/26/12	06/01/14	274	1.060%	165,000.00	165,000.00	-	165,000.00	438.90
MD ST Econ Dev Corp Rev Bonds (PFM)	0.750%	10/31/12	06/01/15	639	0.730%	170,000.00	170,057.57	(27.43)	170,085.00	318.75
IL ST Unemployment Rev Bonds (PFM Asset Manageme	5.000%	07/31/12	06/15/15	653	0.850%	200,000.00	214,685.26	(8,812.74)	223,498.00	2,111.11
OR ST GO Bonds (PFM)	0.497%	02/13/13	08/01/15	700	0.500%	100,000.00	100,000.00	-	100,000.00	41.42
FHLMC Notes (PFM Asset Management)	1.000%	04/30/12	08/27/14	361	0.400%	750,000.00	754,452.54	(5,987.46)	760,440.00	83.33
FHLMC Notes (PFM Asset Management)	0.625%	04/30/12	12/29/14	485	0.480%	750,000.00	751,458.98	(1,458.52)	752,917.50	807.29
Freddie Mac Global Notes (PFM Asset Management)	0.320%	04/30/13	04/29/15	606	0.320%	175,000.00	175,000.00	-	175,000.00	189.78
FNMA Notes (PFM Asset Management)	0.500%	08/07/12	08/07/15	706	0.500%	350,000.00	349,977.39	12.39	349,965.00	116.67
Fannie Mae Global Notes (PFM Asset Management)	0.375%	11/16/12	12/21/15	842	0.450%	175,000.00	174,695.91	103.66	174,592.25	127.60
Fannie Mae Global Notes (PFM Asset Management)	0.500%	02/14/13	03/30/16	942	0.540%	115,000.00	114,891.53	22.63	114,869.90	241.18
Fannie Mae Global Notes (PFM Asset Management)	0.500%	08/29/13	03/30/16	942	0.710%	150,000.00	149,201.36	0.86	149,200.50	314.58
Toyota Motor Credit Corp CP	0.000%	08/01/13	02/27/14	180	0.240%	575,000.00	574,313.83	115.00	574,198.83	-
BNP Paribas Finance Inc. CP	0.000%	08/26/13	03/03/14	184	0.370%	450,000.00	449,153.63	18.50	449,135.13	-
					0.329%	\$ 9,067,258.65	\$ 9,166,837.66	\$ (50,245.33)	\$ 9,217,082.99	\$ 15,219.52
					Weighted Avg Maturity					386

2

DU PAGE WATER COMMISSION  
 INVESTMENTS  
 (Unaudited)  
 August 31, 2013

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		APPROX. MARKET YIELD	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 08/31/13
Water Fund Operating Reserve (01-1218)										
IIIT - Money Market (PFM Asset Management)	0.030%	08/31/13	09/01/13	1	0.030%	43,621.55	43,621.55	-	43,621.55	-
US Treasury Notes (PFM Asset Management)	2.125%	11/16/12	11/30/14	456	0.260%	650,000.00	685,084.80	(6,522.50)	671,607.30	3,509.73
US Treasury Notes (PFM Asset Management)	0.250%	04/17/13	12/15/14	471	0.220%	1,300,000.00	1,300,550.80	(160.14)	1,300,710.94	692.62
US Treasury Notes (PFM Asset Management)	2.375%	04/24/12	02/28/15	546	0.410%	500,000.00	514,680.01	(6,413.99)	521,094.00	32.80
US Treasury Notes (PFM Asset Management)	2.375%	02/25/13	02/28/15	546	0.280%	600,000.00	618,779.77	(6,533.03)	625,312.80	39.36
US Treasury Notes (PFM Asset Management)	2.375%	11/16/12	02/28/15	546	0.280%	650,000.00	670,366.44	(7,055.76)	677,422.20	42.65
US Treasury Notes (PFM Asset Management)	1.875%	03/30/12	06/30/15	668	0.580%	225,000.00	230,309.02	(2,935.20)	233,244.22	722.23
US Treasury Notes (PFM Asset Management)	1.875%	03/30/12	06/30/15	668	0.580%	650,000.00	665,337.17	(8,479.48)	673,816.65	2,086.45
US Treasury Notes (PFM Asset Management)	1.750%	09/06/12	07/31/15	699	0.330%	425,000.00	436,497.06	(3,145.46)	439,642.52	646.74
US Treasury Notes (PFM Asset Management)	1.750%	06/27/12	07/31/15	699	0.460%	550,000.00	563,533.94	(5,415.21)	568,949.15	836.96
US Treasury Notes (PFM Asset Management)	1.250%	03/30/12	10/31/15	791	0.650%	200,000.00	202,552.36	(2,213.24)	204,765.60	842.39
US Treasury Notes (PFM Asset Management)	1.250%	03/30/12	10/31/15	791	0.650%	455,000.00	460,806.61	(5,036.13)	465,841.74	1,916.44
US Treasury Notes (PFM Asset Management)	1.375%	11/29/12	11/30/15	821	0.350%	250,000.00	255,728.52	(1,146.48)	256,875.00	873.46
US Treasury Notes (PFM Asset Management)	1.000%	08/29/13	08/31/16	1,096	0.820%	1,475,000.00	1,483,051.94	(14.47)	1,483,066.41	40.75
US Treasury Notes (PFM Asset Management)	1.000%	03/06/13	10/31/16	1,157	0.490%	1,500,000.00	1,523,983.13	(3,673.12)	1,527,656.25	5,054.35
US Treasury Notes (PFM Asset Management)	0.625%	03/12/13	05/31/17	1,369	0.720%	1,100,000.00	1,096,333.62	458.62	1,095,875.00	1,746.93
US Treasury Notes (PFM Asset Management)	0.500%	08/15/12	07/31/17	1,430	0.740%	100,000.00	99,087.33	79.53	99,007.80	43.48
US Treasury Notes (PFM Asset Management)	0.500%	08/15/12	07/31/17	1,430	0.740%	250,000.00	247,718.31	198.81	247,519.50	168.70
US Treasury Notes (PFM Asset Management)	0.625%	10/31/12	09/30/17	1,491	0.750%	100,000.00	99,515.51	148.33	99,367.18	262.98
US Treasury Notes (PFM Asset Management)	0.625%	10/31/12	09/30/17	1,491	0.750%	300,000.00	298,546.53	444.97	298,101.56	788.93
US Treasury Notes (PFM Asset Management)	0.750%	11/01/12	10/31/17	1,522	0.740%	100,000.00	100,049.08	205.28	99,843.80	252.72
US Treasury Notes (PFM Asset Management)	0.625%	11/05/12	10/31/17	1,522	0.740%	175,000.00	175,085.89	359.24	174,726.65	442.26
US Treasury Notes (PFM Asset Management)	0.750%	03/08/13	02/28/18	1,642	0.850%	1,500,000.00	1,493,423.57	689.19	1,492,734.38	31.08
US Treasury Notes (PFM Asset Management)	0.625%	05/10/13	04/30/18	1,703	0.810%	625,000.00	619,645.28	333.76	619,311.52	1,316.24
Regional Trans Auth, IL Rev Bonds (PFM Management)	1.064%	06/26/12	06/01/14	274	1.060%	100,000.00	100,000.00	(457.00)	100,457.00	266.00
Regional Trans Auth, IL Rev Bonds (PFM Management)	1.064%	06/26/12	06/01/14	274	1.060%	185,000.00	185,000.00	(845.45)	185,845.45	492.10
Regional Trans Auth, IL Rev Bonds (PFM Management)	1.064%	06/26/12	06/01/14	274	1.060%	200,000.00	200,000.00	(914.00)	200,914.00	532.00
MD ST Econ Dev Corp Rev Bonds (PFM)	0.750%	10/31/12	06/01/15	639	0.730%	120,000.00	120,040.64	(13.36)	120,054.00	225.00
MD ST Econ Dev Corp Rev Bonds (PFM)	0.750%	10/31/12	06/01/15	639	0.730%	270,000.00	270,091.44	(30.06)	270,121.50	506.25
MD ST Econ Dev Corp Rev Bonds (PFM)	0.750%	10/31/12	06/01/15	639	0.730%	300,000.00	300,101.60	(33.40)	300,135.00	562.50
IL ST Unemployment Rev Bonds (PFM Asset Management)	5.000%	07/31/12	06/15/15	653	0.850%	200,000.00	214,685.26	(5,262.74)	219,948.00	2,111.11
OR ST GO Bonds (PFM)	0.497%	02/13/13	08/01/15	700	0.500%	135,000.00	135,000.00	41.85	134,958.15	55.91
CA ST GO Bonds (PFM)	1.050%	03/27/13	02/01/16	884	0.930%	275,000.00	275,790.61	(138.89)	275,929.50	240.63
IL ST Unemployment Rev Bonds (PFM Asset Management)	5.000%	07/31/12	06/15/16	1,019	1.050%	100,000.00	110,817.36	(3,020.64)	113,838.00	1,055.56
IL ST Unemployment Rev Bonds (PFM Asset Management)	5.000%	07/31/12	06/15/16	1,019	1.050%	300,000.00	332,452.07	(9,061.93)	341,514.00	3,166.67
IN ST Bond Bank Txbi Rev Bonds (PFM Asset Management)	1.022%	06/05/13	07/15/16	1,049	1.020%	275,000.00	275,000.00	-	275,000.00	359.12
NYC NY G.O. Muni Bond (PFM Asset Management)	5.000%	05/25/12	08/01/16	1,066	1.010%	125,000.00	139,295.17	(3,708.58)	143,003.75	520.83
NYC NY G.O. Muni Bond (PFM Asset Management)	5.000%	05/25/12	08/01/16	1,066	1.010%	300,000.00	334,308.40	(8,900.60)	343,209.00	1,250.00
MI St Fin Auth Rev Bonds (PFM Management)	5.000%	06/27/12	01/01/17	1,219	1.130%	125,000.00	140,779.06	(4,535.94)	145,315.00	1,041.67
MI St Fin Auth Rev Bonds (PFM Management)	5.000%	06/27/12	01/01/17	1,219	1.130%	300,000.00	337,869.74	(10,886.26)	348,756.00	2,500.00

3

DU PAGE WATER COMMISSION  
 INVESTMENTS  
 (Unaudited)  
 August 31, 2013

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	APPROX. MARKET YIELD	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 08/31/13	
Water Fund Operating Reserve (01-1218) Continued...										
FHLMC Notes (PFM Asset Management)	1.000%	03/30/12	08/27/14	361	0.480%	100,000.00	100,511.34	(680.07)	101,191.41	11.11
FHLMC Notes (PFM Asset Management)	1.000%	04/23/12	08/27/14	361	0.410%	750,000.00	754,390.64	(4,544.90)	758,935.54	83.33
Freddie Mac Global Notes (PFM Asset Management)	0.750%	05/31/12	11/25/14	451	0.500%	800,000.00	802,427.00	(4,290.60)	806,717.60	1,600.00
Fannie Mae Global Notes (PFM Asset Management)	0.750%	03/30/12	12/19/14	475	0.570%	425,000.00	426,015.95	(2,393.40)	428,409.35	637.50
Fannie Mae Global Notes (PFM Asset Management)	0.750%	03/30/12	12/19/14	475	0.570%	1,000,000.00	1,002,390.48	(5,631.52)	1,008,022.00	1,500.00
FHLMC Notes (PFM Asset Management)	0.625%	04/23/12	12/29/14	485	0.480%	750,000.00	751,396.44	(3,074.31)	754,470.75	807.29
Fannie Mae Global Notes (PFM Asset Management)	0.375%	03/30/12	03/16/15	562	0.600%	425,000.00	423,515.70	(1,879.12)	425,394.82	730.47
Fannie Mae Global Notes (PFM Asset Management)	0.375%	03/30/12	03/16/15	562	0.600%	1,000,000.00	996,507.52	(4,421.48)	1,000,929.00	1,718.75
Freddie Mac Global Notes (PFM Asset Management)	0.320%	04/30/13	04/29/15	606	0.320%	775,000.00	775,000.00	-	775,000.00	840.44
Fannie Mae Global Notes (PFM Asset Management)	0.500%	04/23/12	05/27/15	634	0.550%	750,000.00	749,352.63	(2,819.37)	752,172.00	979.17
FNMA Notes (PFM Asset Management)	0.500%	08/07/12	08/07/15	706	0.500%	500,000.00	499,967.70	273.20	499,694.50	166.67
Freddie Mac Global Notes (PFM Asset Management)	0.500%	07/30/12	08/28/15	727	0.470%	630,000.00	630,384.07	(1,004.45)	631,388.52	26.25
Fannie Mae Global Notes (PFM Asset Management)	0.375%	11/16/12	12/21/15	842	0.450%	165,000.00	164,713.28	165.22	164,548.06	120.31
Fannie Mae Global Notes (PFM Asset Management)	0.375%	11/16/12	12/21/15	842	0.450%	275,000.00	274,522.14	275.37	274,246.77	200.52
Fannie Mae Global Notes (PFM Asset Management)	0.375%	11/16/12	12/21/15	842	0.450%	300,000.00	299,478.70	300.40	299,178.30	218.75
FNMA Notes (PFM Asset Management)	0.375%	11/16/12	12/21/15	842	0.430%	650,000.00	649,234.11	1,014.46	648,219.65	473.96
Fannie Mae Global Notes (PFM Asset Management)	0.500%	02/14/13	03/30/16	942	0.540%	270,000.00	269,745.33	31.53	269,713.80	566.25
Fannie Mae Global Notes (PFM Asset Management)	0.500%	02/14/13	03/30/16	942	0.540%	540,000.00	539,490.65	63.05	539,427.60	1,132.50
Freddie Mac Global Notes (PFM Asset Management)	0.500%	03/07/13	05/13/16	986	0.500%	960,000.00	959,950.50	8.10	959,942.40	1,440.00
FHLMC Notes (PFM Asset Management)	2.500%	03/30/12	05/27/16	1,000	0.960%	200,000.00	208,294.36	(4,184.04)	212,478.40	1,305.56
FHLMC Notes (PFM Asset Management)	2.500%	03/30/12	05/27/16	1,000	0.960%	500,000.00	520,735.90	(10,460.10)	531,196.00	3,263.89
FNMA Notes (PFM Asset Management)	1.250%	03/30/12	09/28/16	1,124	1.060%	200,000.00	201,116.66	(3,289.54)	204,406.20	1,062.50
FNMA Notes (PFM Asset Management)	1.250%	03/30/12	09/28/16	1,124	1.060%	500,000.00	502,791.66	(8,223.84)	511,015.50	2,656.25
FNMA Notes (PFM Asset Management)	1.250%	03/30/12	01/30/17	1,248	1.160%	100,000.00	100,307.18	(2,030.32)	102,337.50	107.64
FNMA Notes (PFM Asset Management)	1.250%	03/30/12	01/30/17	1,248	1.160%	175,000.00	175,537.56	(3,553.06)	179,090.62	188.37
Freddie Mac Global Notes (PFM Asset Management)	1.000%	07/31/12	07/28/17	1,427	0.860%	125,000.00	125,657.79	(84.46)	125,742.25	114.58
Freddie Mac Global Notes (PFM Asset Management)	1.000%	07/31/12	07/28/17	1,427	0.860%	300,000.00	301,578.70	(202.70)	301,781.40	275.00
Freddie Mac Global Notes (PFM Asset Management)	0.875%	09/06/12	08/28/17	1,458	0.820%	200,000.00	200,400.31	478.31	199,922.00	14.58
Freddie Mac Global Notes (PFM Asset Management)	0.875%	09/06/12	08/28/17	1,458	0.820%	475,000.00	475,950.74	1,135.99	474,814.75	34.64
Freddie Mac Global Notes (PFM Asset Management)	0.875%	03/27/13	03/07/18	1,649	0.930%	450,000.00	448,913.05	101.05	448,812.00	1,903.13
Freddie Mac Global Notes (PFM Asset Management)	0.875%	03/12/13	03/07/18	1,649	1.020%	1,100,000.00	1,092,749.00	735.00	1,092,014.00	4,652.08
Fannie Mae Global Notes (PFM Asset Management)	0.875%	05/24/13	05/21/18	1,724	0.540%	500,000.00	492,797.88	372.88	492,425.00	1,215.28
Fannie Mae Global Notes (PFM Asset Management)	0.875%	05/22/13	05/21/18	1,724	0.540%	1,000,000.00	991,995.55	445.55	991,550.00	2,430.56
					0.630%	\$ 33,923,621.55	\$ 34,243,340.11	\$ (160,959.65)	\$ 34,404,299.76	\$ 69,692.93
Weighted Avg Maturity			948							

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	APPROX. MARKET YIELD	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 08/31/13	
Water Fund L-T Water Capital Reserve (01-1219)										
MMF - Money Market (PFM Asset Management)	0.030%	08/31/13	09/01/13	1	0.030%	2,685.31	2,685.31	-	2,685.31	-
US Treasury Notes (PFM Asset Management)	0.250%	04/17/13	12/15/14	471	0.220%	280,000.00	280,118.64	(34.49)	280,153.13	149.18
US Treasury Notes (PFM Asset Management)	3.250%	05/15/13	06/30/16	1,034	0.420%	160,000.00	172,362.66	(874.84)	173,237.50	890.22
US Treasury Notes (PFM Asset Management)	3.250%	05/15/13	06/30/16	1,034	0.420%	390,000.00	421,040.75	(3,251.83)	424,292.58	2,169.90
US Treasury Notes (PFM Asset Management)	0.625%	08/13/13	05/31/17	1,369	1.030%	180,000.00	177,315.49	36.58	177,278.91	285.86
US Treasury Notes (PFM Asset Management)	0.625%	05/13/13	04/30/18	1,703	0.820%	180,000.00	178,372.64	102.33	178,270.31	379.08
US Treasury Notes (PFM Asset Management)	0.625%	05/15/13	04/30/18	1,703	0.820%	180,000.00	178,391.64	100.23	178,291.41	379.08
FHLMC Notes (PFM Asset Management)	1.000%	03/30/12	08/27/14	361	0.480%	425,000.00	427,173.18	(2,890.29)	430,063.47	47.22
Freddie Mac Global Notes (PFM Asset Management)	0.750%	05/31/12	11/25/14	451	0.500%	225,000.00	225,682.59	(1,206.73)	226,889.32	450.00
Fannie Mae Global Notes (PFM Asset Management)	0.500%	07/16/13	03/30/16	942	0.620%	185,000.00	184,454.66	26.31	184,428.35	387.99
					0.542%	\$ 2,207,685.31	\$ 2,247,597.56	\$ (7,992.73)	\$ 2,255,590.29	\$ 5,138.53
Weighted Avg Maturity			901							
TOTAL ALL FUNDS										
					0.470%	\$ 61,811,014.42	\$ 62,270,224.24	\$ (219,197.71)	\$ 62,489,421.95	\$ 103,375.68

August 31, 2013

90 DAY US TREASURY YIELD  
 3 month US Treasury Bill Index  
 0-3 Year US Treasury Index  
 1-3 Year US Treasury Index  
 1-5 Year US Treasury Index

0.03%  
 0.01%  
 0.29%  
 0.38%  
 0.71%

Longest Maturity 1,724 \$ 1,500,000.00

4

DUPAGE WATER COMMISSION  
ELMHURST, ILLINOIS  
TREASURER'S REPORT  
STATEMENT OF CASH FLOWS  
For the Period from April 30, 2013 to August 31, 2013

---

CASH FLOWS FROM OPERATING ACTIVITIES

Cash received from customers	\$ 34,864,203
Cash payments to suppliers	(30,417,275)
Cash payments to employees	(918,165)
Net cash from operating activities	<u>3,528,763</u>

CASH FLOWS FROM NONCAPITAL

FINANCING ACTIVITIES

Cash received from sales taxes	11,090,298
Cash Received from water quality loans	49,045
Net cash from noncapital financing activities	<u>11,139,343</u>

CASH FLOWS FROM CAPITAL AND  
RELATED FINANCING ACTIVITIES

Interest paid	(235,560)
Principal Paid	(15,073,929)
Construction and purchase of capital assets	(40,833)
Net cash from capital and related financing activities	<u>(15,350,322)</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Interest on investments	251,494
Net cash from investing activities	<u>251,494</u>

Net Increase (Decrease) in cash and investments (430,722)

CASH AND INVESTMENTS, APRIL 30 64,964,017

CASH AND INVESTMENTS, AUGUST 31 \$ 64,533,295

5

August 31, 2013  
 TREASURER'S REPORT  
 DPWC MONTHLY CASH/OPERATING REPORT

	8/31/2013		
	TARGETED Reserve/Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
TABLE 1	A	B	C
<b>RESERVE ANALYSIS</b>			
A .Operating Reserve	\$ 34,111,389	\$ 34,243,340	\$ 131,951
B. Long Term Water Capital Reserve	\$ 2,225,000	\$ 2,247,598	\$ 22,598
C. Principal Account	\$ 1,163,750	\$ 1,164,150	\$ 400
D. Interest Account	\$ 28,876	\$ 29,144	\$ 268
E. O+M Account	\$ 9,905,603	\$ 15,454,114	\$ 5,548,511
F. Current Construction Obligation and Customer Construction Escrows	\$ 101,561	\$ 101,561	\$ -
<b>TOTAL SUMMARY CASH + RESERVE ANALYSIS</b>	<b>\$ 47,536,179</b>	<b>\$ 53,239,907</b>	<b>\$ 5,703,727</b>

TABLE 2		
<b>OTHER CASH</b>		
G. General Fund		\$ 2,228,112
H. Sales Tax		\$ 9,065,277
<b>TOTAL TABLE 2-OTHER CASH</b>		<b>\$ 11,293,389</b>
<b>TOTAL MONTH END FUNDS CASH BALANCE-Table1+2</b>		<b>\$ 64,533,295</b>

Outstanding Balance 8/31/13
--------------------------------

TABLE 3--DEBT	
H. REVENUE BOND FINAL PAYMENT MAY-2016	\$ 35,358,800
I. NORTHERN TRUST BANK-NEXT PAYMENT OF \$20M DUE MAY-2016	\$ 20,000,000

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, but not exceed \$25 million in balance.

DATE: September 5, 2013

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Pipeline
<b>ITEM</b>	A Resolution Awarding a Contract for Vacuum Excavation Services  Resolution No. R-24-13	<b>APPROVAL</b>	

Account No: 01-60-6290

At the April 18, 2013 Commission meeting, the Board approved a Management Budget for Fiscal Year 2013-2014 which included Vacuum Excavation Services.

The purpose of this work is to visually confirm the location of Commission pipelines in certain areas where traditional methods, and conventional R/F type locating equipment, are inadequate to accurately determine the location of buried facilities. This occurs primarily in areas where pipelines were installed at depths greater than 15 feet and in congested utility corridors where electronic interference created from other utilities makes it problematic to accurately locate pipelines.

Once the location of the pipe has been visually confirmed by vacuum excavation, staff will place a 4" diameter electronic marker within the backfilled excavation. The electronic marker emits a continuous, utility specific, signal capable of being detected by staff using a pipe locator tuned to that particular signal; therefore allowing an accurate visual marking of the pipeline to be placed on the surface.

In accordance with Article VIII Section 4 of the Commission's By-Laws, and as required by state statute, the Commission advertised for bids on two separate occasions in the *Chicago Tribune* and *The Daily Herald*. In addition, the Commission posted the advertisement on its website and solicited bids by direct invitation. Sealed bids were received until 1:00 p.m., local time, August 19, 2013, at which time all bids were publicly opened and read aloud.

Of the ten proposals requested two were received. The proposal of Airy's Inc. was the sole proposal received on the day of the bid opening. The proposal of Future Environmental was hand delivered on the day after the bid opening and was returned, sealed and unopened, on the same day.

When questioned, the unresponsive contractors' explanations for not submitting proposals were, for the most part, due to reasons of existing workload, or not having equipment capable of extending to depths of 15 feet or greater. While others felt, particularly in the case of out of state contractors, that it would be difficult to submit a competitive bid considering the relatively small size of the project when compared to the travel involved.

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Pipeline
<b>ITEM</b>	A Resolution Awarding a Contract for Vacuum Excavation Services  Resolution No. R-24-13	<b>APPROVAL</b>	
<p>The proposal of Airy's Inc. is found to be in the best interest of the Commission based upon his satisfactory completion of prior Commission work of a similar nature and because of his ability to satisfy the requirements of Article VIII Section 11 (b) of the Commission's By-Laws. Therefore staff is recommending acceptance of the bid in accordance with Article VIII Section 12 (Single Bids) of the Commission's By-Laws, for Vacuum Excavation Services to Airy's Inc., subject to receipt of all contractually required documentation.</p>			
<p>Approval of Resolution No. R-24-13 would award a Contract for Vacuum Excavation Services to Airy's Inc. for the unit prices set forth in its Contract/Proposal.</p>			
<b>MOTION:</b> To adopt Resolution No. R-24-13.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-24-13

A RESOLUTION AWARDING A CONTRACT FOR VACUUM EXCAVATION SERVICES

WHEREAS, pursuant to Article VIII, Section 4 of the Commission's By-Laws, and as required by State statute, the Commission solicited sealed proposals for Vacuum Excavation Services; and

WHEREAS, sealed proposals for Vacuum Excavation Services were received on August 19, 2013; and

WHEREAS, based upon staff's review of the proposals received, the Board of Commissioners of the DuPage Water Commission has determined that the proposal of Airy's Inc. was the most favorable to the interests of the Commission;

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 as findings of the DuPage Water Commission.

SECTION TWO: The DuPage Water Commission hereby awards the Contract for Vacuum Excavation Services to Airy's Inc. in accordance with its Contract/Proposal dated August 19 2013, a copy of which is attached hereto and incorporated herein as Exhibit "A" conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the General Manager of the Commission in accordance with the Commission's Request for Proposals dated July 22 2013, a copy of which is attached hereto and incorporated herein as Exhibit "B". The compensation to be paid pursuant to the Contract/Proposal incorporated herein as Exhibit "A" shall be limited to the unit prices quoted therein.

Resolution No. R-24-13

SECTION THREE: The General Manager of the Commission is hereby authorized to execute the Contract/Proposal incorporated herein as Exhibit "A", together with all other relevant contractually required documentation, on behalf of the Commission.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board/Resolutions/2013/R-24-13.docx

## Exhibit A

**EXHIBIT A**

**DuPAGE WATER COMMISSION**

**CONTRACT/PROPOSAL**

**VACUUM EXCAVATION SERVICES**

Full Name of Bidder AIRY'S INC. ("Bidder")  
Principal Office Address 7455 W. DUVAN DR. TIMBER PARK, IL 60477  
Local Office Address \_\_\_\_\_  
Contact Person JAMES WELLING Telephone Number 708-439-0660

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

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

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

**1. Work Proposal**

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

1. **Labor, Equipment, Materials and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, and the remaining Contract Documents, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for Vacuum Excavation which shall be defined to be a means of soil extraction where water or an air jet is used to break up soil followed by extraction of these materials through a vacuum device.
2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. **Insurance.** Procure all insurance specified in this Contract/Proposal;
4. **Taxes.** Pay all applicable federal, state, and local taxes;

5. **Miscellaneous.** Do all other things required of Bidder by this Contract/Proposal; and

6. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

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

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

**D. Inspection/Testing/Rejection.** Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of these Contract Documents and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or these Contract Documents. Work so rejected may be returned or held at Bidder's expense and risk.

Owner upon final acceptance of the Work by Owner.

## 2. Contract Price Proposal

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

### A. SCHEDULE OF PRICES

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

### B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

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

### C. VALUE OF WORK

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

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

### D. TIME OF PAYMENT

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

## 3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following Owner's acceptance of this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work not later than 30 calendar days following the Commencement Date.

### 4. Financial Assurance

A. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder will procure and maintain such insurance as will cover and include the entire obligation assumed by Bidder under the Contract Documents, as well as public liability insurance, including contractual liability, contractors liability and protective liability, automobile liability insurance, including non-owned automobile liability, and Workmen's Compensation and employer's liability insurance as will adequately protect Owner, the Work, and other property and persons against all damages, liability claims, losses and expenses (including attorney's fees) which may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

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

C. Performance and Payment Bond. If this Contract/Proposal is accepted, Bidder shall with 10 days, but prior to the commencement of the Work, post with and for the benefit of the Owner a performance and payment bond on forms reasonably acceptable to the Owner in the penal sum of \$50,000.

D. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

## 5. Firm Proposal

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

## 6. Bidder's Representations and Warranties

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

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal and these Contract Documents, including, without limitation, the performance standards set forth in Section 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and these Contract Documents and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder shall, promptly and without charge, correct any failure to fulfill the above warranty at any time within two years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract/Proposal, the Contract Documents or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract/Proposal and the Contract Documents.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation any prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government for any reason, including without limitation as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to

commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

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

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

## 7. Acknowledgments

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

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

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

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

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

F. Severability. The provisions of this Contract/Proposal together with the other Contract Documents shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal together with the other Contract Documents shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract/Proposal or other Contract Documents shall be in any way affected thereby.

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

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

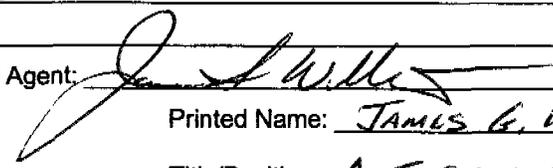
I. Governing Law. This Contract/Proposal and other Contract Documents and the rights of the parties under this Contract/Proposal and other Contract Documents shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required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

DATED this 19<sup>TH</sup> day of AUGUST 2013

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

Bidder's Name: AIRY'S INC.

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

Signature of Bidder or Authorized Agent: 

(corporate seal) Printed Name: JAMES G. WELLING  
(if corporation)

Title/Position: ASST. SECRETARY

Bidder's Business Address: 7455 W. JUDAN DR. TINLEY PARK, IL 60477

Bidder's Business Telephone: 708-429-0660 Facsimile: 708-429-0795

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

NAME	TITLE	ADDRESS
MARVIN HILL	PRESIDENT	2526A Doolittle Dr MUNAR, IL 60449
RYAN HILL	VICE-PRESIDENT	1101 RYEHILL DR JOLIET IL 60431
JAMES WELLING	ASST. SECRETARY	6525 W. 164TH PL, TINLEY PARK, IL 60477

## Attachment A

### **SPECIFICATIONS**

If the Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the following specifications:

#### **1. Scope of Work**

- A. The DuPage Water Commission (the Commission) maintains approximately 200 miles of water distribution mains located within DuPage and Cook Counties Illinois. The distribution mains are constructed of Steel Cylinder Pipe, Pre-Cast Concrete Pressure Pipe, and Ductile Iron Pipe and vary in size from 16 to 90 inches in diameter. The Commission wishes to utilize Vacuum Excavating to verify the horizontal and vertical alignment of its water distribution mains at certain locations within its distribution system generally depicted on Attachment B, and as further described in Attachment C. The excavations shall be a minimum of 8 inches in diameter, will range from approximately 5 to 20 ft in depth, and extend through various types of soil and hard surfaces.

#### **2. Performance of the work**

- A. No excavation work shall be performed without the presence of a Commission representative.
- B. The Contractor will be responsible for determining the locations of all underground utilities and shall comply with the Illinois Underground Utility Facilities Damage Prevention Act. The Contractor shall contact the State-Of Illinois One-Call Notice System, commonly referred to as J.U.L.I.E. by telephoning 811 or 1-800-892-0123 at least 48 hours prior to excavation. This work shall not be paid for separately but shall be considered as incidental to the contract.
- C. The Contractor shall not perform, nor be compensated for, overtime work unless such overtime work has been previously authorized by the Commission in writing. For the purpose of this proposal, overtime work shall be defined as time worked in excess of a normal eight (8) hour day Monday through Friday.

#### **3. Description of Work**

- A. The number of units paid for under Pay Item Number 1. Vacuum Excavation---Straight Time, and Pay Item Number 2. Vacuum Excavation---Overtime, when previously authorized in writing by the Commission, shall include portal to portal travel to and from the Contractor's base of operation, travel between work sites, providing traffic control and protection, if required at the work site by the permitting authority, mobilization, and de-mobilization at work sites, excavation as described in 1A. above, and offsite disposal of excavated materials.
- B. In all cases, backfilling of the excavations shall be made by using course aggregate CA-6. The material shall be clean, dry and placed to within 6 inches of the existing surface grade immediately after excavation has been completed. Final backfill and surface restoration shall be the responsibility of the Commission. This work shall be paid for by the ton for Pay Item Number 3---CA-6 Backfill which unit price shall include furnishing, delivering, and placement of CA-6 Backfill in the excavation to within 6 inches of existing surface grade.

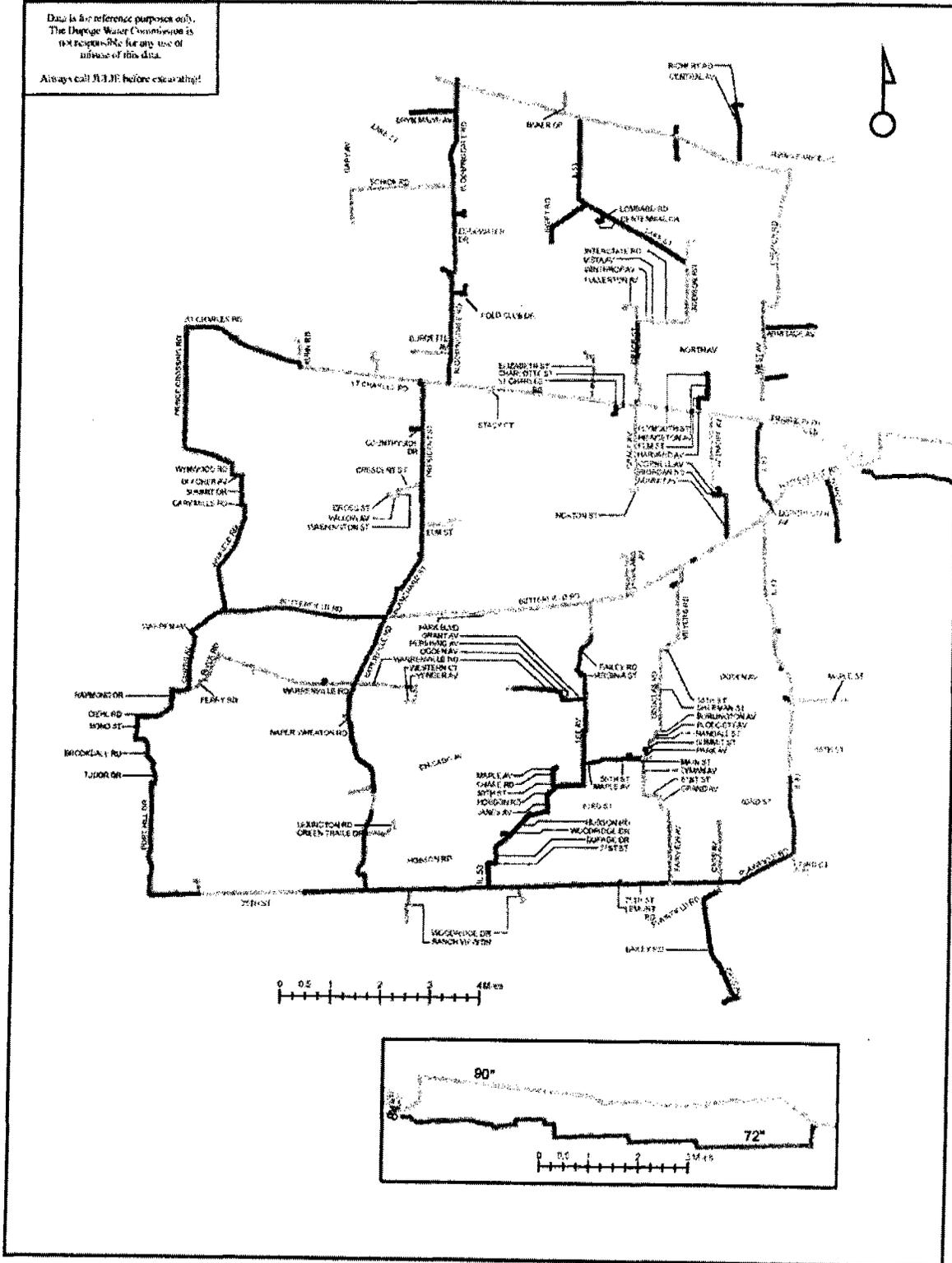
#### **4. Publicity**

- A. Owner's name or insignia, photographs of the Work, or any other publicity pertaining to the Work shall not be used in any magazine, trade paper, newspaper, or other medium without the express written consent of Owner.

# Attachment B

Data is for reference purposes only.  
The DuPage Water Commission is  
not responsible for any use or  
misuse of this data.

Always call B.U.E. before excavating!



**Attachment C**

- 1) Butterfield Rd. and TransAm Blvd. feeder to MS-----City of Oakbrook Terrace---Grass surface
- 2) Meyers Rd. east side, north of I88-----City of Oakbrook Terrace---Grass surface
- 3) Meyers Rd. north and south of I88-----City of Oakbrook Terrace---Grass surface
- 4) Park Blvd. south of Rt.56-----Village of Glen Ellyn---Grass and Concrete surface
- 5) Highland Ave. and Butterfield Rd. -----Village of Lombard---Grass surface
- 6) 75<sup>th</sup> St. west bound from Plainfield Rd-----City of Darien---Concrete sidewalk
- 7) Rt83. south bound from Plainfield Rd-----Village of Willowbrook---Grass surface
- 8) Roselle Rd. north of Park St-----Village of Roselle---Asphalt Roadway
- 9) Plainfield Rd. from Cass Ave to MS-----City of Darien---Grass surface
- 10) Central Ave. to Foster Ave-----City of Wood dale---Asphalt roadway
- 11) 35<sup>th</sup> St. feeder-----Village of Oakbrook---Grass surface
- 12) Naperville Rd. at Forest Preserve Guard House-----City of Wheaton---Grass surface
- 13) 24" main at Raymond and Diehl Rd.----- City of Naperville---Asphalt roadway
- 14) Lake St from JFK Dr. to creek----- Village of Addison---Grass and Conc. s/w
- 15) Naperville Rd from 75<sup>th</sup> to Hobson----- City of Naperville---Grass surface
- 16) Rt83 from 22<sup>nd</sup> to Hodges Rd.-----Village of Oakbrook---Grass surface
- 17) Naper Blvd. at I-88----- City of Naperville---Grass surface
- 18) SE corner Naper Blvd. and I-88----- City of Naperville ---Grass surface
- 19) Naper Blvd .from RR tracks to Plank Rd.----- City of Naperville/Village of Lisle---Grass surface
- 20) NE corner of Naper Blvd. and Chicago Ave.----- City of Naperville/Village of Lisle---Grass surface

**Attachment D**

**SCHEDULE OF PRICES**

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

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the actual number of acceptable units of Unit Price Items listed below delivered to Owner by the Unit Price set forth below for such Unit Price Item:

Item No.	Description	Unit	A	B	C
			Cost Per Unit	Estimated Number of Units	(AxB) Extension
1	Vacuum Excavation---Straight Time	Hour	405. <sup>00</sup>	120	48,600. <sup>00</sup>
2	Vacuum Excavation---Overtime	Hour	480. <sup>00</sup>	30	14,400. <sup>00</sup>
3	CA-6 Backfill	Ton	75. <sup>00</sup>	8	600. <sup>00</sup>

**TOTAL OF COLUMNS C ITEMS 1-3** SIXTY THREE THOUSAND SIX HUNDRED Dollars and ZERO Cents  
 (in writing) (in writing)

63,600 Dollars and 00 Cents  
 (in figures) (in figures)

**B. BASIS FOR DETERMINING PRICES**

It is expressly understood and agreed that:

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

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

Printed Name: JAMES G. WELLING

Title/Position: ASST. SECRETARY

**Attachment E**

**ACCEPTANCE**

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the DuPage Water Commission ("Owner") this 19<sup>th</sup> day of SEPTEMBER, 2013

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

**DUPAGE WATER COMMISSION**

By: \_\_\_\_\_  
John F. Spatz, Jr.  
General Manager

## Exhibit B

**DuPAGE WATER COMMISSION**

**REQUEST FOR PROPOSALS**

**OWNER:**

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

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

**VACUUM EXCAVATION SERVICES**

TO BE SUBMITTED TO DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, Attention John F. Spatz, Jr., General Manager, BEFORE 1:00 P.M., August 19<sup>th</sup>, 2013.

**INSTRUCTIONS TO BIDDERS**

**Preparation of Proposals**

The "Contract Documents" shall be deemed to include this Request for Proposals and the "Contract/Proposal" attached hereto and incorporated herein as Exhibit "A" together with Attachments A through E attached thereto and incorporated therein. The "Work" shall be for "Vacuum Excavation" which shall be defined to be a means of soil extraction where water or an air jet is used to break up soil followed by extraction of these materials through a vacuum device.

All proposals for the Work shall be made only on the blank Contract/Proposal form attached to this Request for Proposals, and shall be complete with a price for each and every item named in the Schedule of Prices attached to the Contract/Proposal form as Attachment D. All proposals shall be dated on page 4 of the Contract/Proposal form and shall be signed by an authorized official, including page 5 of the Contract/Proposal form and the Schedule of Prices attached to the Contract/Proposal form as Attachment D. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

**Clarifications**

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

**Delivery of Proposals**

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

**Opening of Proposals**

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

**Withdrawal of Proposals**

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

**Rejection of Proposals**

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

**Acceptance of Proposals**

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

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

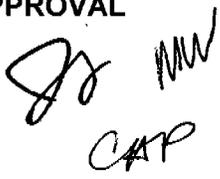
Owner shall notify the successful Bidder's of the acceptance of its proposal by the transmission of the Acceptance in the form attached to the Contract/Proposal as Attachment E. Upon the transmission of the Acceptance by the Owner, the Contract Documents shall become the contract for the Work.

DATED this 22<sup>nd</sup> day of July 2013.

DuPAGE WATER COMMISSION

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

# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> Engineering and Construction Committee	<b>ORIGINATING DEPARTMENT</b> Operations
<b>ITEM</b> Authorization for Building Automation System upgrade from Schneider Electric estimated not to exceed \$35,000.00	<b>APPROVAL</b> 
<p>Account Number: 01-60-6560</p> <p>In order to enhance indoor air quality throughout the DuPage Water Commission Facilities during planned and unplanned backup generator operation and to enhance Building Automation System (BAS) functionality, Staff is recommending an upgrade to its current BAS. The DuPage Water Commission currently uses Continuum Building Automation Solutions for its BAS needs. The new Generator Facility BAS system was recently installed by Schneider Electric.</p> <p>At the present time, during planned backup generator operation, staff manually shuts down the air handling units prior to running generators and manually turns on the air handling units after turning generators off to prevent diesel byproduct and carbon monoxide within the ambient air from being sucked into the air handling unit's fresh air intakes. An upgrade to the BAS would automate the air handler unit's shutdown/startup operation or modulation of fresh air intakes, while mitigating the undesirable outside air from entering the facilities during planned and unplanned backup generator operation. An upgrade to the BAS would also provide improved alarm notification and alarm reporting capabilities.</p> <p>This request would authorize the purchase for service from Schneider Electric as the exclusive authorized service provider for Continuum Building Automation Solutions systems for Central and Northern Illinois.</p> <p>This expense was budgeted in the FY 2013/2014 Annual Management Budget, but Board approval is required due to the sole source supply at a cost in excess of \$20,000. Service is estimated not to exceed an expense of \$35,000.00.</p>	
<p><b>MOTION:</b> To authorize for Building Automation System upgrade from Schneider Electric estimated not to exceed \$35,000.00</p>	



# DuPage Water Commission

## MEMORANDUM

TO: John Spatz, General Manager

FROM: Cheryl Peterson, Financial Administrator *CP*

DATE: September 10, 2013

SUBJECT: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the September 19, 2013 Commission meeting:

Aug 7, 2013 to Sept 10, 2013 A/P Report	\$9,106,461.48
Accrued and estimated payments required before October Commission meeting	<u>639,790.00</u>
Total	<u>\$9,746,251.48</u>

cc: Chairman and Commissioners

**DUPAGE WATER COMMISSION  
ITEMS TO BE PAID BY 10-17-13  
Board Meeting Date: September 19, 2013**

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
40,000.00	Blue Cross Blue Shield - Health Insurance			
4,500.00	Euclid Managers - Dental Insurance			
8,000.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
20,000.00	ComEd - Utility Charges			
300,000.00	Constellation (Exelon Energy) - Utility Charges			
180,000.00	City of Chicago - Lexington. Electric			
2,000.00	City of Naperville -Meter Station Electric Bills			
15,000.00	Nicor - Gas			
250.00	Comcast - Internet Service			
2,000.00	AT & T - Telephone Charges			
2,600.00	AT & T - Scada Backhaul Network			
1,000.00	Fed - Ex - Postage/Delivery			
8,000.00	Business Card Charges			
1,000.00	Home Depot - Maintenance Supplies			
550.00	Waste Management - Disposal Services			
1,500.00	Konica Minolta - Copy and Lease Charges			
2,000.00	Grainger - Supplies for Operations			
2,500.00	Grainger - Meter Station Supplies			
2,000.00	Verizon Wireless - iPad Access Fee			
3,000.00	Baker Tilly			
2,000.00	ABC Commercial - August Service			
1,800.00	B&W Control Systems - PLC Upgrade			
650.00	CDW - Computer Software			
1,200.00	Construction Safety Council - Flagger Cert.			
5,500.00	Cybor Fire Protection - Fire Sprinkler Maintenance			
4,000.00	Dawsons Tree Service - Tree Services			
500.00	Discount Tire - Tire Replacement			
4,000.00	Ground Pro's - August Landscape			
12,100.00	HD Supply Waterworks - Meter Station Supplies			
300.00	Insight Public Sector - Wall Mounts			
150.00	IT Savvy - Computer Supplies			
100.00	Local 399 - Class			
5,000.00	LoMastro and Assoc. - Elec. Safety Training			
20.00	McMaster Carr - Pipeline Supplies			

**DUPAGE WATER COMMISSION  
ITEMS TO BE PAID BY 10-17-13  
Board Meeting Date: September 19, 2013**

600.00 Office Depot - Office Supplies  
20.00 Office Max - Office Supplies  
1,300.00 Regional Truck - Vehicle Maintenance  
250.00 Saf-T-Gard International - Safety Testing/Boots  
3,800.00 Thomas Pump Company - Pump Sump  
400.00 Villa Park Electrical Supply - Uniforms

---

639,790.00

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-		
		BANK	POST DT	DISC DT	CHECK#					BALANCE			
-----													
01-1886	ANDERSON PEST SOLUTIONS												
INV	2655342		9/01/13	9/01/13				N EXTERMINATOR SERVICE		114.00			
	OPER		9/03/13					PO: 15829		114.00			
								01 -60-6290	EXTERMINATOR SERVICE		114.00		
***** TOTALS:			GROSS:	114.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	114.00	*****
01-1516	ARAMARK REFRESHMENTS												
INV	9953637		9/04/13	9/04/13				N SUPPLIES		146.24			
	OPER		9/10/13					PO: 15845		146.24			
								01 -60-6521	COFFEE SUPPLIES		146.24		
***** TOTALS:			GROSS:	146.24	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	146.24	*****
01-1393	AT&T LONG DISTANCE												
CM	201309104160		8/26/13	8/26/13				N LONG DISTANCE SVC RATE CREDIT		7,268.90CR			
	OPER		8/31/13					PO:		7,268.90CR			
								01 -60-6514.01	LONG DISTANCE SVC RATE CREDIT		7,268.90CR		
INV	201309104161		8/26/13	10/10/13				N LONG DISTANCE SVC:7/14-8/24/13		71.46			
	OPER		8/31/13					PO:		71.46			
								01 -60-6514.01	LONG DISTANCE SVC:7/14-8/24/13		71.46		
***** TOTALS:			GROSS:	7,197.44	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	7,197.44	*****
***** *WARNING* - CREDIT MEMOS EXCEED INVOICES *****													
01-1012	BAXTER AND WOODMAN												
INV	0170185		8/23/13	8/23/13				N METER SHOP PLC UPGRADE AND PRO		4,524.62			
	OPER		8/31/13					PO: 15483		4,524.62			
								01 -60-6623	METER SHOP PLC UPGRADE AND PRO		4,524.62		
***** TOTALS:			GROSS:	4,524.62	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	4,524.62	*****
01-1692	BRIDGEPOINT TECHNOLOGIES												
INV	20494		9/04/13	9/04/13				N WTR CONSRV-FILE SHARING		75.00			
	OPER		9/10/13					PO: 15841		75.00			
								01 -60-6290	WTR CONSRV-FILE SHARING		75.00		
INV	20495		9/04/13	9/04/13				N WTR CONSRV-HOSTING		50.00			
	OPER		9/10/13					PO: 15841		50.00			
								01 -60-6290	WTR CONSRV-HOSTING		50.00		
***** TOTALS:			GROSS:	125.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	125.00	*****



ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-		
		BANK	POST DT	DISC DT	CHECK#					BALANCE			
01-1569		EDWARD COUGHLIN	** CONTINUED **										
	INV	201308204137	8/20/13	8/20/13		Y		SECURITY: 8/15/13		75.00			
	OPER		8/20/13					PO: 15778		75.00			
						01	-60-6191	SECURITY: 8/15/13			75.00		
===== TOTALS:			GROSS:	75.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	75.00	=====
01-1654		ELECSYS CORPORATION											
	INV	117569	8/21/13	8/21/13		N		DEFAULT CP GRP MSGS: AUG 2013		143.00			
	OPER		8/31/13					PO: 15828		143.00			
						01	-60-6514.02	DEFAULT CP GRP MSGS: AUG 2013			143.00		
===== TOTALS:			GROSS:	143.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	143.00	=====
01-1233		ELMHURST MEMORIAL OCC HEAL											
	INV	76676	8/01/13	8/01/13		N		EMPLOYEE TESTS		195.00			
	OPER		8/20/13					PO: 15774		195.00			
						01	-60-6191	EMPLOYEE TESTS			195.00		
	INV	76731	8/01/13	8/01/13		N		EMPLOYEE TESTS		145.00			
	OPER		8/20/13					PO: 15766		145.00			
						01	-60-6191	EMPLOYEE TESTS			145.00		
===== TOTALS:			GROSS:	340.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	340.00	=====
01-1097		ELMHURST PLAZA STANDARD IN											
	INV	37557	8/06/13	8/06/13		N		VEHICLE REPAIR: M63637		526.76			
	OPER		8/20/13					PO: 15744		526.76			
						01	-60-6641	VEHICLE REPAIR: M63637			526.76		
	INV	37615	8/23/13	8/23/13		N		VEHICLE REPAIR: M166601		626.08			
	OPER		8/31/13					PO: 15788		626.08			
						01	-60-6641	VEHICLE REPAIR: M166601			626.08		
===== TOTALS:			GROSS:	1,152.84	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,152.84	=====
01-1792		ENCAP, INC											
	INV	24672	8/30/13	8/30/13		N		LANDSCAPE CONS SVC: PMT #21		1,003.34			
	OPER		8/31/13					PO: 15852		1,003.34			
						01	-60-6290	LANDSCAPE CONS SVC: PMT #21			1,003.34		
===== TOTALS:			GROSS:	1,003.34	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,003.34	=====
01-1420		FASTENAL COMPANY											

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-		
		BANK	POST DT	DISC DT	CHECK#					BALANCE			
01-1420		FASTENAL COMPANY	** CONTINUED **										
	INV	ILELM12545	8/22/13	9/15/13		N		FLASHER ALARM LIGHT		195.80			
	OPER		8/31/13					PO: 15754		195.80			
						01	-60-6560	FLASHER ALARM LIGHT			195.80		
===== TOTALS:			GROSS:	195.80	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	195.80	=====
01-1973		FASTSIGNS											
	INV	65-46743	8/29/13	8/29/13		N		SAFETY BUMPER STICKER		97.00			
	OPER		8/31/13					PO: 15808		97.00			
						01	-60-6627	SAFETY BUMPER STICKER			97.00		
===== TOTALS:			GROSS:	97.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	97.00	=====
01-1570		FIVE STAR SAFETY EQUIPMENT											
	INV	2450692	8/13/13	9/12/13		N		METER STATION SUPPLIES		200.00			
	OPER		8/20/13					PO: 15745		200.00			
						01	-60-6627	METER STATION SUPPLIES			200.00		
===== TOTALS:			GROSS:	200.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	200.00	=====
01-1947		GARVEY'S OFFICE PRODUCTS											
	INV	PINV651180	9/04/13	9/04/13		N		OFFICE SUPPLIES		71.23			
	OPER		9/10/13					PO: 15839		71.23			
						01	-60-6521	OFFICE SUPPLIES			71.23		
===== TOTALS:			GROSS:	71.23	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	71.23	=====
01-1892		GORSKI & GOOD, LLP											
	INV	201309104166	8/31/13	8/31/13		Y		ATTORNEY FEES: AUGUST 2013		4,080.00			
	OPER		8/31/13					PO:		4,080.00			
						01	-60-6251	ATTORNEY FEES: AUGUST 2013			940.00		
						01	-2612.09	ATTORNEY FEES: AUGUST 2013			3,140.00		
						01	-60-7112.01	ATTORNEY FEES: AUGUST 2013			3,140.00		
						01	-5920	ATTORNEY FEES: AUGUST 2013			3,140.00CR		
===== TOTALS:			GROSS:	4,080.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	4,080.00	=====
01-1064		GOVERNMENT FINANCE OFFICER											
	INV	0136001	8/15/13	8/15/13		N		MMBERSHIP RENEWAL 11/1-10/31/14		160.00			
	OPER		8/31/13					PO: 15822		160.00			
						01	-60-6540	MMBERSHIP RENEWAL 11/1-10/31/14			160.00		
===== TOTALS:			GROSS:	160.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	160.00	=====

A C C O U N T S   P A Y A B L E  
O P E N   I T E M   R E P O R T  
D E T A I L

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	
01-1055	GRAINGER										
	CM	9235489995	7/15/13	7/15/13		N		MAINTENANCE SUPPLIES RETURNED		205.65CR	
		OPER	8/31/13					PO: 15508		205.65CR	
						01	-60-6560	MAINTENANCE SUPPLIES RETURNED			205.65CR
	INV	9191002451	7/15/13	8/14/13		N		MAINTENANCE SUPPLIES		205.65	
		OPER	8/31/13					PO: 15508		205.65	
						01	-60-6560	MAINTENANCE SUPPLIES			205.65
	INV	9219355428	8/15/13	9/14/13		N		METER STATION SUPPLIES		1,198.09	
		OPER	8/20/13					PO: 15769		1,198.09	
						01	-60-6633	METER STATION SUPPLIES			749.26
						01	-60-6623	METER STATION SUPPLIES			37.53
						01	-60-6560	METER STATION SUPPLIES			411.30
	INV	9225962027	8/23/13	9/22/13		N		PIPELINE SUPPLIES		1,728.29	
		OPER	8/31/13					PO: 15789		1,728.29	
						01	-60-6637	PIPELINE SUPPLIES			1,728.29
	INV	9227470383	8/26/13	9/25/13		N		METER STATION SUPPLIES		188.66	
		OPER	8/31/13					PO: 15810		188.66	
						01	-60-6633	METER STATION SUPPLIES			42.42
						01	-60-6623	METER STATION SUPPLIES			13.71
						01	-60-6627	METER STATION SUPPLIES			132.53
	INV	9230524622	8/29/13	9/28/13		N		PIPELINE SUPPLIES		42.17	
		OPER	8/31/13					PO: 15789		42.17	
						01	-60-6637	PIPELINE SUPPLIES			42.17
	INV	9232238908	8/30/13	9/29/13		N		PIPELINE SUPPLIES		37.08	
		OPER	8/31/13					PO: 15789		37.08	
						01	-60-6637	PIPELINE SUPPLIES			37.08
	INV	9233923490	9/04/13	10/04/13		N		MAINTENANCE SUPPLIES		10.04	
		OPER	9/10/13					PO: 15834		10.04	
						01	-60-6560	MAINTENANCE SUPPLIES			10.04
	INV	9234184373	9/04/13	10/04/13		N		MAINTENANCE SUPPLIES		782.32	
		OPER	9/10/13					PO: 15834		782.32	
						01	-60-6560	MAINTENANCE SUPPLIES			782.32
	INV	9234184381	9/04/13	10/04/13		N		MAINTENANCE SUPPLIES		43.18	
		OPER	9/10/13					PO: 15834		43.18	
						01	-60-6560	MAINTENANCE SUPPLIES			43.18
	INV	9234915289	9/04/13	10/04/13		N		MAINTENANCE SUPPLIES		45.35	
		OPER	9/10/13					PO: 15367		45.35	

A C C O U N T S   P A Y A B L E  
O P E N   I T E M   R E P O R T  
D E T A I L

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-		
		BANK	POST DT	DISC DT	CHECK#					BALANCE			
01-1055	GRAINGER		** CONTINUED **										
							01	-60-6560	MAINTENANCE SUPPLIES		45.35		
===== TOTALS:			GROSS:	4,075.18	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	4,075.18	=====
01-1068	HACH COMPANY												
	INV	8423036	8/06/13	9/05/13			N	MAINTENANCE SUPPLIES		715.97			
		OPER	8/13/13					PO: 15712		715.97			
							01	-60-6614	MAINTENANCE SUPPLIES		715.97		
	INV	8461586	9/03/13	10/03/13			N	MONTHLY CHEMICALS		633.00			
		OPER	9/10/13					PO: 15869		633.00			
							01	-60-6614	MONTHLY CHEMICALS		633.00		
***** TOTALS:			GROSS:	1,348.97	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,348.97	*****
01-1057	HSQ TECHNOLOGY												
	INV	06-2216/12274	8/28/13	9/27/13			N	REPAIR CIRCUIT BOARD		110.00			
		OPER	8/31/13					PO: 15780		110.00			
							01	-60-6624	REPAIR CIRCUIT BOARD		110.00		
***** TOTALS:			GROSS:	110.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	110.00	*****
01-1904	IT SAVVY LLC												
	INV	657190	8/12/13	8/12/13			N	AC ADAPTER		59.06			
		OPER	8/20/13					PO: 15749		59.06			
							01	-60-6590	AC ADAPTER		59.06		
	INV	661978	9/04/13	9/04/13			N	COMPUTER MONITOR		616.00			
		OPER	9/10/13					PO: 15833		616.00			
							01	-60-6590	COMPUTER MONITOR		616.00		
	INV	662251	9/05/13	9/05/13			N	COMPUTER PARTS		134.00			
		OPER	9/10/13					PO: 15861		134.00			
							01	-60-6851	COMPUTER PARTS		134.00		
===== TOTALS:			GROSS:	809.06	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	809.06	=====
01-1391	J. J. KELLER & ASSOCIATES,												
	INV	900735639	8/27/13	8/27/13			N	LABOR LAW POSTER UPDATE SERV		132.30			
		OPER	8/31/13					PO: 15809		132.30			
							01	-60-6627	LABOR LAW POSTER UPDATE SERV		132.30		
	INV	900735678	8/27/13	8/27/13			N	LABOR LAW POSTER UPDATE SERV		132.30			
		OPER	8/31/13					PO: 15809		132.30			



ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-			
		BANK	POST DT	DISC DT	CHECK#					BALANCE				
01-1395	OFFICE DEPOT		** CONTINUED **											
	INV	671485875001	8/21/13	9/20/13		N		OFFICE SUPPLIES		146.51				
	OPER		8/31/13					PO: 15819		146.51				
						01	-60-6521	OFFICE SUPPLIES			146.51			
-----			TOTALS:	GROSS:	146.51	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	146.51	*****
01-1889	PALATINE OIL CO., INC.													
	INV	658483	8/09/13	8/09/13		N		GASOLINE		2,424.17				
	OPER		8/20/13					PO: 15777		2,424.17				
						01	-60-6642	GASOLINE			2,424.17			
-----			TOTALS:	GROSS:	2,424.17	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	2,424.17	*****
01-1289	PRAXAIR DISTRIBUTION INC.													
	INV	47102412	8/30/13	9/29/13		N		LEASE OF GAS CYLINDER		309.45				
	OPER		8/31/13					PO: 15866		309.45				
						01	-60-6560	LEASE OF GAS CYLINDER			309.45			
-----			TOTALS:	GROSS:	309.45	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	309.45	*****
01-1664	PROGRAM ONE PROFESSIONAL B													
	INV	53145	8/31/13	8/31/13		N		WINDOW CLEANING: 8/27/13		454.28				
	OPER		8/31/13					PO: 15854		454.28				
						01	-60-6290	WINDOW CLEANING: 8/27/13			454.28			
-----			TOTALS:	GROSS:	454.28	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	454.28	*****
01-1879	PURSUIT LIGHTING & COMMUNI													
	INV	00145	8/16/13	8/16/13		N		VEHICLE REPAIRS M169815		73.95				
	OPER		8/31/13					PO: 15838		73.95				
						01	-60-6641	VEHICLE REPAIRS M169815			73.95			
-----			TOTALS:	GROSS:	73.95	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	73.95	*****
01-1059	RED WING SHOE STORE													
	INV	45000006305	9/06/13	10/06/13		N		SAFETY SHOES: ROWAN		207.00				
	OPER		9/10/13					PO: 15746		207.00				
						01	-60-6626	SAFETY SHOES: ROWAN			207.00			
-----			TOTALS:	GROSS:	207.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	207.00	*****
01-1950	RORY GROUP, LLC.													

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-			
		BANK	POST DT	DISC DT	CHECK#					BALANCE				
01-1950		RORY GROUP, LLC.	** CONTINUED **											
	INV	1459	8/01/13	8/01/13		N		CONSULTING FEE - AUGUST 2013		1,250.00				
	OPER		8/20/13					PO: 15767		1,250.00				
						01	-60-6280	CONSULTING FEE - AUGUST 2013			1,250.00			
	INV	1484	9/01/13	9/01/13		N		CONSULTING FEE - SEPT 2013		1,250.00				
	OPER		9/10/13					PO: 15848		1,250.00				
						01	-60-6280	CONSULTING FEE - SEPT 2013			1,250.00			
===== TOTALS:			GROSS:	2,500.00	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	2,500.00	=====
01-1523		SAF-T-GARD INTERNATIONAL,												
	INV	1580085-00	8/13/13	9/12/13		N		SAFETY GLOVES		89.68				
	OPER		8/20/13					PO: 15753		89.68				
						01	-60-6627	SAFETY GLOVES			89.68			
	INV	1580234-00	8/26/13	9/25/13		N		TESTING OF ELEC SAFETY GL&BOOT		102.25				
	OPER		8/31/13					PO: 15743		102.25				
						01	-60-6627	TESTING OF ELEC SAFETY GL&BOOT			102.25			
===== TOTALS:			GROSS:	191.93	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	191.93	=====
01-1777		SCHNEIDER ELECTRIC BUILDIN												
	INV	507307	8/13/13	8/13/13		N		CO DETECTOR VARIFICATION		468.00				
	OPER		8/20/13					PO: 15784		468.00				
						01	-60-6560	CO DETECTOR VARIFICATION			468.00			
===== TOTALS:			GROSS:	468.00	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	468.00	=====
01-1976		SHAREPOINT FEST LLC												
	INV	1558	9/05/13	9/05/13		N		SHAREPOINT FEST 2013		1,192.50				
	OPER		9/10/13					PO: 15847		1,192.50				
						01	-60-6133.01	SHAREPOINT FEST 2013			1,192.50			
===== TOTALS:			GROSS:	1,192.50	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,192.50	=====
01-1263		SKARSHAUG TESTING LABORATO												
	INV	180634	8/09/13	9/08/13		N		ELECTRICAL GLOVE TESTING		82.29				
	OPER		8/20/13					PO: 15658		82.29				
						01	-60-6560	ELECTRICAL GLOVE TESTING			82.29			
	INV	181389	9/06/13	10/06/13		N		ELECTRICAL GLOVE TESTING		75.29				
	OPER		9/10/13					PO: 15658		75.29				
						01	-60-6560	ELECTRICAL GLOVE TESTING			75.29			
===== TOTALS:			GROSS:	157.58	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	157.58	=====





ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

TOTALS

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	9,106,461.48	0.00	9,106,461.48
** TOTALS **	9,106,461.48	0.00	9,106,461.48

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL  
\*\* PRE-PAID INVOICES \*\*

PREPAID TOTALS

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	0.00	0.00	0.00
** TOTALS **	0.00	0.00	0.00

A C C O U N T S   P A Y A B L E  
O P E N   I T E M   R E P O R T  
D E T A I L

## R E P O R T   T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	9,106,461.48	0.00	9,106,461.48
VOIDED ITEMS	0.00	0.00	0.00
<b>** TOTALS **</b>	<b>9,106,461.48</b>	<b>0.00</b>	<b>9,106,461.48</b>

## U N P A I D   R E C A P

NUMBER OF HELD INVOICES	0
UNPAID INVOICE TOTALS	9,114,011.03
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	7,549.55-
<b>** UNPAID TOTALS **</b>	<b>9,106,461.48</b>

## \*G/L EXPENSE DISTRIBUTION\*

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
01 2612.09	CNST DEP - YORK METER STATION	3,140.00
01 5920	CONTRIBUTIONS	3,140.00CR
01 60-6111	ADMIN SALARIES	1,250.00
01 60-6132	TRAINING	721.00
01 60-6133.01	CONFERENCES	1,192.50
01 60-6191	OTHER PERSONNEL COSTS	415.00
01 60-6210	WATER CONSERVATION PROGRAM	9,078.94
01 60-6251	LEGAL SERVICES- GENERAL	940.00
01 60-6280	CONSULTING SERVICES	9,500.00
01 60-6290	CONTRACTUAL SERVICES	1,965.04
01 60-6514.01	TELEPHONE	7,197.44CR
01 60-6514.02	CELL PHONE & CORR. TELEMTRY	143.00
01 60-6521	OFFICE SUPPLIES	682.08
01 60-6540	PROFESSIONAL DUES	160.00
01 60-6560	REPAIRS & MAINT- BLDGS & GRN	2,423.02
01 60-6590	COMPUTER/SOFTWARE MAJNTENANCE	675.06
01 60-6611.01	WATER BILLING	8,903,331.36
01 60-6611.03	OPERATIONS & MAINTENANCE	34,562.54

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

## \*G/L EXPENSE DISTRIBUTION\*

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
01 60-6612.01	PUMP STATION	128,004.40
01 60-6614	WATER TESTING	1,479.47
01 60-6623	METER TESTING & REPAIRS	4,575.86
01 60-6624	SCADA / INSTRUMENTATION	110.00
01 60-6626	UNIFORMS	706.50
01 60-6627	SAFETY	886.06
01 60-6633	REMOTE FACILITIES MAINTENANCE	791.68
01 60-6634	PLAN REVIEW- PIPELINE CONFLI	574.56
01 60-6637	PIPELINE SUPPLIES	1,807.54
01 60-6641	REPAIRS & MAINT- VEHICLES	1,995.14
01 60-6642	FUEL- VEHICLES	2,424.17
01 60-6851	COMPUTERS	134.00
01 60-7112.01	DPC YORK MS-CONSTR	3,140.00
	** FUND TOTAL **	9,106,461.48

---

\*\* TOTAL \*\* 9,106,461.48

A C C O U N T S   P A Y A B L E  
O P E N   I T E M   R E P O R T  
D E T A I L

## \*DEPARTMENT TOTALS\*

DEPARTMENT	DEPARTMENT NAME	AMOUNT
01	NON-DEPARTMENTAL	3,140.00
01 59	INVALID DEPARTMENT	3,140.00CR
01 60	ADMINISTRATION	9,106,461.48
	** FUND TOTAL **	9,106,461.48
-----		
	** TOTAL **	9,106,461.48

0 ERRORS  
1 WARNINGS

SELECTION CRITERIA

-----

VENDOR SET: 01-DUPAGE WATER COMMISSION  
 VENDOR: THRU ZZZZZZ  
 VENDOR CLASS: ALL  
 BANK CODES: Include: OPER  
 1099 BOX: All  
 COMMENT CODES: All  
 HOLD STATUS: Both  
 AP BALANCE AS OF: 0/00/0000  
 ADVANCED SELECTION: YES

-----

ITEM SELECTION: UNPAID ITEMS  
 FUNDS: All  
 ACCOUNT RANGE: THRU ZZZZZZZZZZZZZZZZ  
 ITEM AMOUNT: 9,999,999.00CF THRU 9,999,999.00

-----

PRINT OPTIONS:

SEQUENCE: VENDOR SORT KEY  
 REPORT TYPE: DETAIL  
 SORT TRANSACTIONS BY DATE: NO  
 G/L ACCOUNTS/PROJECTS: YES  
 ONE VENDOR PER PAGE: NO  
 ONE DEPARTMENT PER PAGE: NO  
 PRINT STUB COMMENTS: NO  
 PRINT COMMENT CODES: None  
 PRINT W/ PO ONLY: NO

-----

DATE SELECTION:

PAYMENT DATE: 0/00/0000 THRU 99/99/9999  
 ITEM DATE: 0/00/0000 THRU 99/99/9999  
 POSTING DATE: 8/07/2013 THRU 9/10/2013

-----



# DuPage Water Commission

## MEMORANDUM

TO: Chairman Zay and Commissioners

FROM: John F. Spatz   
General Manager

DATE: September 13, 2013

SUBJECT: August 2013 Invoice

I reviewed the Gorski & Good, LLP August 2013 invoice for services rendered during the period – August 6, 2013 – August 27, 2013, and recommend it for approval. This invoice should be placed on the September 19, 2013, Commission meeting accounts payable.

August 2013  
Gorski & Good

CATEGORY	<u>FEES</u>	<u>HOURS BILLED</u>	<u>AVERAGE HOURLY RATE</u>	<u>ATTORNEYS &amp; PARALEGALS EMPLOYED</u>	<u>MAJOR ACTIVITIES</u>
General	\$4,080.00	20.40	\$200.00	Gorski (18.8 @ \$200/hr.); Good (1.6 @ \$200/hr.)	various (review of board packet material, agreements, contracts, property transfer at the Lexington Pumping Station project, and attend commission meeting)
Misc:	<u>\$0.00</u>	<u>          </u>	<u>          </u>		
	<u>\$4,080.00</u>	<u>20.40</u>	<u>\$200.00</u>		