



AGENDA – Engineering and Construction Committee

Thursday, February 19, 2026 5:45 PM

Committee Members

J. Fennell, Chair
N. Cuzzone
T. Noonan
F. Saverino
J. Zay

- I. Roll Call
- II. Approval of the January 15, 2026, Engineering & Construction Committee Minutes

RECOMMENDED MOTION: To approve the Minutes of the January 15, 2026, Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Operations and Construction
- IV. **Resolution R-13-26:** A Resolution Approving a 1-Year Extension of Contract QR-10/24 with Homestead Electrical Contracting, LLC, McWilliams Electric Co. Inc., and Volt Electric, Inc. **(No Cost This Action)**
- V. **Resolution R-15-26:** Approval of Amendment #2 to Task Order #1 of a Master Services Agreement with Consor/Raftelis for Professional Services as Source Water Project Technical Advisor **(Not-To-Exceed \$500,000)**
- VI. **Resolution R-16-26:** A Resolution Authorizing the General Manager to Purchase Frame and Lids from a Sole Source Manufacturer at a Cost Not-to-Exceed \$27,552 **(Neeah Foundry – Cost Not-To-Exceed \$27,552)**
- VII. **Resolution R-17-26:** A Resolution Approving and Ratifying a 2nd Amendment to Task Order No. 02 Under a Master Contract with CDM Smith, Inc. **(Increase of Not-To-Exceed Cost from \$124,580.00 to \$206,134.72)**
- VIII. **Resolution R-18-26:** A Resolution Authorizing the Execution of Task Order No. 01 for Major Maintenance at the Lexington Pump Station and Including Material and Labor Services **(Estimated Expense Not-To-Exceed \$363,840, Reimbursable by the City of Chicago in an amount up to \$216,288)**

- IX. **Resolution R-19-26:** A Resolution Approving and Ratifying a First Amendment to Task Order No. 02 Under a Master Services Agreement with Jacobs Associates dba Delve Underground and Authorization of Additional Work Under Task Order No. 02 **(Not-To-Exceed \$30,000 for This Assignment)**
- X. **Resolution R-20-26:** Award of a Contract for the Construction of the West Feeder Main from Harvey Road to Collins Road (Contract FW-1/25 Section 1) **(Bolder Contractors, LLC, \$29,256,404.20)**
- XI. **Resolution R-21-26:** Award of a Contract for the Construction of the West Feeder Main from Collins Road to Minkler Road (Contract FW-1/25 Section 2) **(D. Construction, Inc. & Benchmark Construction Co., Inc Joint Venture, \$25,548,000)**

RECOMMENDED MOTION: To recommend approval of Items 2 through 9 of the Engineering and Construction Committee Report section of the Commission meeting agenda
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XII. Old Business

XIII. New Business

XIV. Executive Session

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 the setting of a price for sale or lease of property owned by the DuPage Water Commission 5 ILCS 120/2(c)(6), 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).

XV. Adjournment

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**Minutes of a Meeting
of the**

ENGINEERING & CONSTRUCTION COMMITTEE

DuPage Water Commission
600 E. Butterfield Road, Elmhurst, Illinois

January 15, 2026

Commissioner Saverino called the meeting to order at 6:00 P.M.

Committee members in attendance: N. Cuzzone, J. Fennell, T. Noonan and F. Saverino

Committee members absent: J. Zay

Also in attendance: C. Bostick, D. Cuvalo, J. Loster, D. Panaszek, and M. Weed

Commissioner Saverino moved to approve the Minutes of the November 20, 2025, Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion was seconded by Commissioner Cuzzone and unanimously approved by a Voice Vote.

Manager of Water Operations Bostick provided a report on the ongoing Operations and Maintenance activities listed in the Report of Status of Operations and Board Action Items and Engineering Manager Loster provided a report on the Status of Capital Construction, Capital Engineering and other Improvement Projects.

Regarding High Lift Pump Motor (HLP) No. 3, Manager of Water Operations Bostick reported that the motor is now operational and Staff are in process of replacing several motor safety circuit switches as identified during the motor testing activities.

Manager of Water Operations Bostick reported that Staff continues working with CDM Smith and Strand Associates to finalize design documents of proposed improvements to alleviate electrical issues with the medium voltage switchgear control logic. Manager of Water Operations Bostick stated that General Manager May will be seeking a Board consensus authorization to further the project by getting a start on instrumentation panel fabrication and ratify the task order amendment with CDM Smith at the February DWC meeting.

Manager of Water Operations Bostick reported that on November 17, 2025, A contractor reached out to DWC regarding the approval of a work permit to construct facilities adjacent to the 12" diameter tunnel which transports water from the Chicago system to the Lexington Pumping Station. After discussions, Staff were able to ascertain that the Chicago Department of Water Management (DWM) legal staff had absolved DWM of any responsibility of protecting the tunnel and placing the responsibility solely on the Commission. Discussions between Staff, Commission legal counsel, DWM legal counsel, DWM technical staff determined that the DWM legal staff had improperly assigned responsibility to DWC to which DWM technical staff has now taken the lead. DWC staff, in order to protect the Commission's interests in protecting the tunnel as a critical asset, engaged Delve Underground, as tunnel subject matter experts, to engage with DWM technical staff and the site developer to investigate, observe and report to DWC staff. R-10-26 appears on the agenda to approve a master agreement with Jacobs Associates dba Delve Underground and to ratify Task Order No. 01 at a cost not-to-exceed \$30,000.

Manager of Water Operations Bostick reported on the events of Tuesday January 6th, when the Lexington Pump Station (LXPS) experienced a complete system shutdown of the pumping of water to the DuPage Pumping Station where DWC Staff collaborated with LXPS Staff throughout in efforts to expedite the restoration of service. Manager of Water Operations Bostick reported that the City staff are continuing to troubleshoot the failure and work towards implementing a permanent solution.

Regarding the alternate water source initiative, Water Operations Bostick advised the Committee that the Technical Advisory Team; Consor, Woolpert and Raftelis, continue their tasks and will provide a status report during the regular Commission meeting.

Manager of Water Operations Bostick reported that Staff has been engaged with the Illinois Department of Transportation (IDOT) regarding their proposed IL-56 Butterfield Road improvement project since January 2025 with the intention to identify the impacts to the DWC 54" Southwest Transmission Main which resides in the right-of-way. Staff received sufficient information regarding the proposed work on November 20, 2025, where the contractor indicated an intention to perform horizontal pipe-ramming for a proposed ComEd duct bank in very close proximity to the DWC main (and under the East Branch of the DuPage River) and add additional earth loading directly above the DWC main. Staff had expressed concerns over the vibration of the proposed pipe-ramming means and methods and its direct effect on the DWC main. DWC staff, in order to protect the Commission's interests in protecting the Southwest Transmission Main as a critical asset, engaged Delve Underground, as a tunneling subject matter experts, to engage with Staff, IDOT, ComEd and Intern (a ComEd contractor), where discussions of an alternative method of open cutting the East Branch of the DuPage River are being held with all affected parties including the Army Corp of Engineers, DuPage County Stormwater and various other affected parties. R-10-26 appears on the agenda to ratify Task Order No. 02 at a cost not-to-exceed \$30,000. In a separate but related issue, Resolution R-3-26 appears on the agenda to approve and ratify Work Authorization Order No. 13.005 to Quick Response Electrical Contractor McWilliams Electric Co., Inc. WAO No. 13.005 was approved in advance to repair three conduits connecting the Remotely Operated Valve 8A control junction cabinet to the valve vault in the Village of Downers Grove. These conduits were damaged by a sewer contractor excavation also working on the IL-56 IDOT roadway improvement project. Manager of Water Operations Bostick reported that staff will be seeking repayment for QRE and DWC services and materials used to complete the repairs.

Manager of Water Operations Bostick advised the Committee that Resolution R-2-26 appears on agenda seeking approval of Work Authorization Order No. 13.006 to Quick Response Contractor Benchmark Construction Co., Inc. Construction Co. Inc. to replace a steel meter station header pipe with ductile iron pipe. Manager of Water Operations Bostick reported that the steel pipe header installed in 1989, along with 29 other meter station sites, have been identified as potential corrosion issues due to dissimilar metals touching where additional investigation is necessary and the potential of additional future replacements with ductile iron pipe exists.

Manager of Water Operations Bostick advised the Committee that Resolution R-1-26 appears on agenda seeking approval of Task Order No. 01 with GWV Engineers, as an indeterminate need task order, not-to-exceed \$20,000 per assignment.

Manager of Water Operations Bostick advised the Committee that the SCADA project is ongoing and Commission staff are working through communication testing at remote sites. Manager of Water

Operations Bostick reported that Commission staff will be bringing a change order in spring to modify the completion date of the project.

Engineering Manager Loster informed the Committee that design work of the joint metering and pressure adjusting station for the Village of Lombard's fifth connection point, being performed by AECOM, is nearly complete with permitting activities currently underway.

Regarding Resolution R-4-26, Engineering Manager Loster stated that staff is seeking the authorization of a Master Services Agreement and Task Order No. 01 with V3 Engineering to complete traffic control planning efforts associated with the Commission's remote facility locations.

Regarding the WaterLink Project, Engineering Manager Loster shared that the phase II effort continues to near completion and is approximately 95% complete at this time. He advised the Committee that the permit submittal and resubmittal effort is ongoing and will continue to be for the foreseeable future.

Engineering Manager Loster noted that there are two easement acquisition ordinances on the agenda, O-1-26 and O-2-26, the details of which will be discussed during closed session.

Engineering Manager Loster also stated that coordination with ComEd continues, and staff hopes to have completed related efforts with an approved License at the February Board meeting.

Due to ComEd soil management requirements, Engineering Manager Loster noted that Resolution R-5-26 would approve Task Order No. 03 with Arcadis US to serve as the Commission's Engineering Consultant of Choice to help direct soil management activities on all ComEd properties throughout the construction duration of the WaterLink Project. He also noted that the work proposed within R-5-26 is a preliminary effort, with more substantial work likely to be proposed for approval at a future meeting.

Regarding the Book Road portion of the WaterLink Project, Engineering Manager Loster shared that the construction phase has begun, with the tunneling effort under 75th Street having been completed earlier in the day. He noted that the connection into the existing Commission pipeline is currently scheduled for mid-March.

Engineering Manager Loster stated that construction on the following two WaterLink sections "2A" and "2B", awarded to Airy's, Inc. are planned to start in mid-February.

Regarding Resolution R-6-26, Engineering Manager Loster shared that a portion of this task order with Robinson Engineering was previously approved for the Book Road section of WaterLink only. He stated that with the remainder of the pipeline sections starting up quickly in the coming months, R-6-26 seeks to authorize the remainder of the scope so that layout and staking services can proceed as-needed by the contractors.

Engineering Manager Loster noted that Resolutions R-7-26, R-8-26 and R-9-26 seek authorization of construction contract awards for sections "2C", "3A" and "3B" to Airy's, Inc. and a joint venture of Benchmark Construction and D. Construction, respectively. He noted that the recommended awards for sections 2C and 3A are to the second-lowest bidder as the lowest-bids received were accompanied by a list of conditions that rendered them non-conforming.

Engineering Manager Loster also noted that there are two additional sections out to bid, sections 1 and 2 of the 36" portion of the WaterLink Project, with corresponding bid openings scheduled for the first week in February.

Chairman Fennell inquired with the Committee if there were any further questions regarding the action items. Hearing none, Commissioner Saverino moved to recommend approval of items 2 through 11 of the Engineering and Construction Committee portions of the Commission Agenda (Items IV through XIII on the Engineering and Construction Committee Agenda). Seconded by Commissioner Cuzzone and unanimously approved by a Voice Vote.

Chairman Fennell asked the Committee if any other business or other items to be discussed. Hearing none, and with no other items coming before the Committee, Commissioner Noonan moved to adjourn the meeting at 6:30 P.M. Seconded by Commissioner Cuzzone and unanimously approved by a Voice Vote.

BOARD/MINUTES/ENGINEERING/2025/ENG260115.doc



M E M O R A N D U M

To: Paul May – General Manager

From: Chris Bostick – Manager of Water Operations
Jeff Loster – Manager of Engineering

Mike Weed – Operations & Instrumentation Supervisor
Dariusz Panaszek – Pipeline & Remote Facilities Supervisor
Denis Cuvalo – Systems Engineer and Information Technology Supervisor

Date: 2/12/2026

Subject: Status of Operations, Engineering and Construction

Operations Overview

The Commission's sales for January 2026 totaled 2.13 billion gallons. This represents an average daily demand of 68.6 million gallons per day (MGD), which is higher than January 2025 average day demand of 67.8 MGD. The maximum day demand was 73.6 MGD, which is lower than the January 2025 maximum day demand of 78.6 MGD. The minimum day flow was 63.9 MGD.

The recorded total precipitation for January 2026 was 2.49 inches compared to 1.14 inches for January 2025. The level of Lake Michigan for January 2026 is 577.49 (Feet International Great Lakes Datum (IGLD) 1985) compared to 577.9 (Feet IGLD 1985) for January 2025.

DuPage Operations & Instrumentation Maintenance and Construction Overview

HLP No. 8 was shipped to Superior Industrial Equipment for inspection and repair recommendations. Refurbishment of the third of nine cone valves programmed for service at A/C Service and Repair is being scheduled.

Staff continue to work with CDM Smith and Strand Associates to provide design documents to alleviate the electrical issues with the medium voltage switchgear. R-17-26 Appears on the agenda seeking approval of the 2nd Amendment to Task Order No. 02 with CDM Smith to fabricate the redundant power supply panels and provide additional inspection services.

High-Lift Pump and Motor efficiency evaluations were completed overnight on January 26th -January 27th. The engineering report is forthcoming.

R-13-25 appears on the agenda seeking approval of a 1-year extension of the Quick Response Electrical Contract with all three of the current electrical firms under contract.

Lexington Operations and Maintenance Overview

On Tuesday January 6th, the Lexington Pump Station (LXPS) experienced a complete system shutdown of the pumping of water to the DuPage Pumping Station. The Deputy Commissioner of Water Pumping reported that LXPS staff are continuing to troubleshoot the failure and eventually will implement a permanent solution.

On November 17, 2025, A contractor reached out to DWC regarding the approval of a work permit to construct facilities adjacent to the 12" diameter tunnel which transports water from the Chicago system to the Lexington Pumping Station and is a single point of failure for the supply to the Commission. The issue was resolved and the work has been completed.

Chicago Department of Water Management has agreed to go forward with the proposals for installation of vibration analysis instrumentation. R-18-26 appears on the agenda seeking approval of the Task Order, Purchase of Vibration Analysis Equipment, and Installation by Quick Response Electrical Contractor.

Chicago DWM has performed troubleshooting their SCADA system deficiencies, have identified the root cause of the ongoing issues and has provided a draft work plan to remediate current and future SCADA issues.

Alternate Water Source

The Source Water project continues to move forward with the Draft Comprehensive Plan now completed. Commissioners were provided with a copy of the draft report for review and in-depth discussion. The Comprehensive Plan is intended to serve as the foundational document to guide decisions as the project moves forward, and it includes a significant amount of information regarding the business case, governance considerations, project delivery methodologies, project communication strategies, and case studies for other successful projects.

Coordination/steering meetings have been scheduled with NSMJAWA and Glencoe to continue to advance the project, with a focus on governance and shared objectives.

Pipeline & Remote Facilities Maintenance Overview

A Quick Response Contractor mobilized and commenced excavation at the location a potential leak on a DWC 30" steel water main located in the City of Naperville where water was surfacing, however no leak was found and the excavation backfilled. The 1,600-foot stretch of DWC watermain is being frequently monitored for changing conditions. A Work Authorization Order will be brought forth for ratification at a future Commission meeting.

Resolution R-16-26 appears on the agenda to authorize the General Manager to purchase custom manhole frames and lids to Commission standard from a sole source manufacturer.

The performance of corrective work by contract at various roadway utility structures throughout the transmission and distribution system is temporarily halted due to winter.

Pipeline staff continue closely monitoring I-294 (SB) Tollway construction work in the vicinity of the Commission's 72-inch and 90-inch water mains and construction work along Butterfield Road between Highland Avenue and Park Blvd in the vicinity of the Commission's 54-inch water main.

SCADA & Information Technology Overview

The SCADA Replacement Project (Contract PSD-9/21) is ongoing. This spring, Commission staff will be bringing Change Order No. 7 to the board for miscellaneous changes to the project, as well as a request to modify the completion date of the project, which was originally set for May 31, 2026. The intention would be to extend the project schedule due to multiple factors that were faced during the integration process. Factors include delays to various control panel components that were affected by the supply chain issues, delays due to various integration testing that extended past the original expectation, and delays due to communication backhaul upgrading and configuration that took more effort and time than originally anticipated. Though the project completion date is looking to be extended, the project is currently and is anticipated to remain under budget. Work has fully transitioned to RTU replacements at remote sites and will be continuing to the completion of the project. Additional tasks that are underway in the near future are the replacement and upgrade of the fiber infrastructure at the DWC campus.

The Systems and IT (SIT) team met with CISA Cybersecurity Advisors on Thursday January 29, 2026, to perform the Cybersecurity Performance Goals service. The results of the assessment were very positive; they affirmed the Commission's cybersecurity posture and practices but also provided useful insight and tips that continue to harden our systems. The CISA Cybersecurity Advisors shared with the SIT team that the Commission's results were at the top of the range compared to all assessments they have done with other Water and Wastewater organizations.

The annual Customer Meter Testing Program is ongoing and is 100% complete and reflects an overall meter accuracy of 99.89% for the 213 meters in service as tested. A total of three meters, of the 213 meters experienced errors outside of the contractual limits of 98% to 102% accuracy.

Engineering & Capital Improvement Program Overview

R-19-26 Appears on the agenda seeking approval of an amendment to Task Order #2 with Jacobs Associates, dba Delve Underground (Delve), for professional consultation services in connection with various projects as they arise. The task order was originally approved for a specific project, however, based on a change in the Contractor's scope it does not appear that the associated assistance by Delve will require the full funding amount. The proposed amendment would allow Staff to utilize Delve for pipeline conflict review assistance as needed. There is no additional cost associated with this action.

Design of a Joint Facility (Metering Station and Pressure Adjusting Station) at Lombard's fifth connection location has been completed. Permit applications with the IEPA, IDOT, etc. are being compiled and submitted.

WaterLink Communities (Montgomery/Oswego/Yorkville)

The Phase II engineering effort remains ongoing and is approximately 97% complete. Permit submittals continue to be coordinated, with all review comments assessed and incorporated as necessary into the project drawings by the design team. Coordination with ComEd continues to move forward, having recently addressed a few remaining concerns that ComEd brought forward.

Efforts related to easement acquisition also continue, with Ordinance O-3-26 appearing on the agenda. This item includes necessary property acquisition (easements) required in order to complete the construction of the WaterLink Pipeline.

Construction on the Book Road section remains underway, with a current focus on excavation at shaft locations and trenchless casing pipe installation at designated locations. The connection into the Commission's existing distribution network is anticipated to take place in March.

Preconstruction meetings were recently held for Section 2C (Airy's, Inc.) and Sections 3A/3B (Benchmark and D. Construction). These Contractors have not yet shared a specific schedule, however, both have indicated that they look to begin preliminary work no later than March.

Separate bid openings for the Feeder Main Sections 1 and 2 (36" diameter) were held earlier this month, with six bids submitted for each section. Contract awards for these sections are proposed under resolutions R-20-26 and R-21-26 to Bolder Contractors, LLC and a Joint Venture between Benchmark Construction and D. Construction.

The next bid package will include the construction of the seven metering stations and a chemical feed building and is tentatively planned to be advertised toward the end of February, with a contract award likely to be recommended at the April Board meeting.

Board Action Items

Resolution R-13-26: A Resolution Approving a 1-Year Extension of Contract QR-10/24 with Homestead Electrical Contracting, LLC, McWilliams Electric Co. Inc., and Volt Electric, Inc. **(No Cost This Action)**

Resolution R-15-26: Approval of Amendment #2 to Task Order #1 of a Master Services Agreement with Consor/Raftelis for Professional Services as Source Water Project Technical Advisor **(\$1,575,000)**

Resolution R-16-26: A Resolution Authorizing the General Manager to Purchase Frame and Lids from a Sole Source Manufacturer at a Cost Not-to-Exceed \$27,552.00 **(Neenah Foundry – Cost Not-To-Exceed \$27,552)**

Resolution R-17-26: A Resolution Approving and Ratifying a 2nd Amendment to Task Order No. 02 Under a Master Contract with CDM Smith, Inc. **(Increase of Not-To-Exceed Cost from \$124,580.00 to \$206,134.72)**

Resolution R-18-26: A Resolution Authorizing the Execution of Task Order No. 01 for Major Maintenance at the Lexington Pump Station and Including Material and Labor Services **(Estimated Expense Not-To-Exceed \$363,840, Reimbursable by the City of Chicago in an amount up to \$216,288)**

Resolution R-19-26: A Resolution Approving and Ratifying a First Amendment to Task Order No. 02 Under a Master Services Agreement with Jacobs Associates dba Delve Underground and Authorization of Additional Work Under Task Order No. 02 **(Not-To-Exceed \$30,000 for This Assignment)**

Resolution R-20-26: Award of a Contract for the Construction of the West Feeder Main from Harvey Road to Collins Road (Contract FW-1/25 Section 1) **(Bolder Contractors, LLC - \$29,256,404.20)**

Resolution R-21-26: Award of a Contract for the Construction of the West Feeder Main from Collins Road to Minkler Road (Contract FW-1/25 Section 2) **(D. Construction, Inc. & Benchmark Construction Co., Inc Joint Venture - \$25,548,000)**

Attachments

1. DuPage Laboratory Bench Sheets for January 2026
2. Water Sales Analysis 01-May-2020 to 31-January-2026
3. WaterLink Status Report
4. Alternate Water Source Report

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 31-Jan-26
PER DAY AVERAGE 77,733,045

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-22	2,276,513,000	2,344,221,635	97.11%	\$11,792,337.34	\$9,648,816.25	5,698,667	0.24%	97.35%	\$5.18	\$4.116
Jun-22	2,682,480,000	2,772,533,130	96.75%	\$13,895,246.40	\$11,982,888.19	690,925	0.02%	96.78%	\$5.18	\$4.322
Jul-22	2,804,661,000	2,892,532,635	96.96%	\$14,528,143.98	\$12,501,526.05	883,858	0.03%	96.99%	\$5.18	\$4.322
Aug-22	2,688,224,000	2,772,533,130	96.96%	\$13,925,000.32	\$11,982,888.19	906,806	0.03%	96.99%	\$5.18	\$4.322
Sep-22	2,415,535,000	2,474,643,822	97.61%	\$12,512,471.30	\$10,695,410.60	1,021,063	0.04%	97.65%	\$5.18	\$4.322
Oct-22	2,153,410,000	2,220,050,683	97.00%	\$11,154,663.80	\$9,595,059.05	2,891,786	0.13%	97.13%	\$5.18	\$4.322
Nov-22	1,919,552,000	1,979,550,491	96.97%	\$9,943,279.36	\$8,555,617.22	1,008,092	0.05%	97.02%	\$5.18	\$4.322
Dec-22	2,071,113,000	2,123,449,660	97.54%	\$10,728,365.34	\$9,177,549.43	552,389	0.03%	97.56%	\$5.18	\$4.322
Jan-23	2,014,750,000	2,060,255,805	97.79%	\$10,436,405.00	\$8,904,425.59	337,423	0.02%	97.81%	\$5.18	\$4.322
Feb-23	1,835,597,000	1,883,158,917	97.47%	\$9,508,392.46	\$8,139,012.84	529,206	0.03%	97.50%	\$5.18	\$4.322
Mar-23	1,971,974,000	2,026,257,691	97.32%	\$10,214,825.32	\$8,757,453.41	306,690	0.02%	97.34%	\$5.18	\$4.322
Apr-23	1,962,197,000	2,010,451,747	97.60%	\$10,164,180.46	\$8,689,172.45	349,596	0.02%	97.62%	\$5.18	\$4.322
May-23	2,474,377,000	2,540,440,833	97.40%	\$13,336,892.03	\$10,979,785.28	684,441	0.03%	97.43%	\$5.39	\$4.322
Jun-23	2,971,436,000	3,043,540,086	97.63%	\$16,016,040.04	\$13,814,628.45	678,930	0.02%	97.65%	\$5.39	\$4.539
Jul-23	2,567,425,000	2,639,887,376	97.26%	\$13,838,420.75	\$11,982,448.80	1,047,600	0.04%	97.29%	\$5.39	\$4.539
Aug-23	2,708,945,000	2,773,069,509	97.69%	\$14,601,213.55	\$12,586,962.50	832,992	0.03%	97.72%	\$5.39	\$4.539
Sep-23	2,406,858,000	2,471,708,096	97.38%	\$12,972,964.62	\$11,219,083.05	753,904	0.03%	97.41%	\$5.39	\$4.539
Oct-23	2,071,291,000	2,116,545,770	97.86%	\$11,164,258.49	\$9,607,001.25	1,034,131	0.05%	97.91%	\$5.39	\$4.539
Nov-23	1,902,725,000	1,957,768,374	97.19%	\$10,255,687.75	\$8,886,310.65	809,342	0.04%	97.23%	\$5.39	\$4.539
Dec-23	1,972,754,000	2,031,158,416	97.12%	\$10,633,144.06	\$9,219,428.05	2,329,064	0.11%	97.24%	\$5.39	\$4.539
Jan-24	2,058,390,000	2,131,445,175	96.57%	\$11,094,722.10	\$9,674,663.60	730,427	0.03%	96.61%	\$5.39	\$4.539
Feb-24	1,868,175,000	1,916,869,806	97.46%	\$10,069,463.25	\$8,700,672.05	268,834	0.01%	97.47%	\$5.39	\$4.539
Mar-24	1,927,795,000	1,971,770,225	97.77%	\$10,390,815.05	\$8,949,831.10	340,529	0.02%	97.79%	\$5.39	\$4.539
Apr-24	1,951,120,000	1,992,959,991	97.90%	\$10,516,536.80	\$9,046,045.40	426,636	0.02%	97.92%	\$5.39	\$4.539
May-24	2,285,252,000	2,331,031,384	98.04%	\$12,751,706.16	\$10,580,551.45	964,148	0.04%	98.08%	\$5.58	\$4.539
Jun-24	2,558,136,000	2,613,555,125	97.88%	\$14,274,398.88	\$12,265,414.20	669,121	0.03%	97.91%	\$5.58	\$4.693
Jul-24	2,577,734,000	2,637,750,416	97.72%	\$14,383,755.72	\$12,378,962.70	5,976,667	0.23%	97.95%	\$5.58	\$4.693
Aug-24	2,723,982,000	2,791,119,391	97.59%	\$15,199,819.56	\$13,098,723.30	5,570,100	0.20%	97.79%	\$5.58	\$4.693
Sep-24	2,607,811,000	2,668,243,213	97.74%	\$14,551,585.38	\$12,522,065.40	887,220	0.03%	97.77%	\$5.58	\$4.693
Oct-24	2,256,800,000	2,311,304,709	97.64%	\$12,592,944.00	\$10,846,953.00	715,430	0.03%	97.67%	\$5.58	\$4.693
Nov-24	1,872,414,000	1,918,174,238	97.61%	\$10,448,070.12	\$9,001,956.60	517,416	0.03%	97.64%	\$5.58	\$4.693
Dec-24	2,003,025,000	2,053,944,598	97.52%	\$11,176,879.50	\$9,639,162.00	465,013	0.02%	97.54%	\$5.58	\$4.693
Jan-25	2,084,797,000	2,142,229,363	97.32%	\$11,633,167.26	\$10,053,482.40	295,500	0.01%	97.33%	\$5.58	\$4.693
Feb-25	1,882,269,000	1,935,765,374	97.24%	\$10,503,061.00	\$9,084,546.90	225,910	0.01%	97.25%	\$5.58	\$4.693
Mar-25	1,991,703,000	2,037,452,909	97.75%	\$11,113,702.74	\$9,561,766.50	307,123	0.02%	97.77%	\$5.58	\$4.693
Apr-25	2,007,784,000	2,062,448,476	97.35%	\$11,203,434.72	\$9,679,070.70	4,167,787	0.20%	97.55%	\$5.58	\$4.693
May-25	2,375,691,000	2,438,182,271	97.44%	\$13,779,007.80	\$11,442,389.40	864,737	0.04%	97.47%	\$5.80	\$4.693
Jun-25	2,581,750,000	2,650,830,953	97.39%	\$14,974,150.00	\$12,938,705.88	1,033,008	0.04%	97.43%	\$5.80	\$4.881
Jul-25	2,657,585,000	2,731,622,698	97.29%	\$15,413,993.00	\$13,333,050.39	779,447	0.03%	97.32%	\$5.80	\$4.881
Aug-25	2,585,750,000	2,649,626,669	97.59%	\$14,997,350.00	\$12,932,827.77	940,653	0.04%	97.62%	\$5.80	\$4.881
Sep-25	2,474,431,000	2,542,535,157	97.32%	\$14,351,699.80	\$12,410,114.10	3,791,192	0.15%	97.47%	\$5.80	\$4.881
Oct-25	2,235,209,000	2,282,050,781	97.95%	\$12,964,212.20	\$11,138,689.86	760,583	0.03%	97.98%	\$5.80	\$4.881
Nov-25	1,921,845,000	1,964,172,176	97.85%	\$11,146,701.00	\$9,587,124.39	499,812	0.03%	97.87%	\$5.80	\$4.881
Dec-25	2,083,561,000	2,137,963,067	97.46%	\$12,084,653.80	\$10,435,397.73	416,706	0.02%	97.47%	\$5.80	\$4.881
Jan-26	2,091,449,000	2,147,664,659	97.38%	\$12,130,404.20	\$10,482,751.20	585,634	0.03%	97.41%	\$5.80	\$4.881
TOTALS (1)	958,370,716,798	985,796,707,274	97.22%	\$2,558,955,695.60	\$2,253,512,303.27	901,942,177	0.09%	97.31%	\$2.67	\$2.286

(1) - SINCE MAY 1, 1992

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

(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD

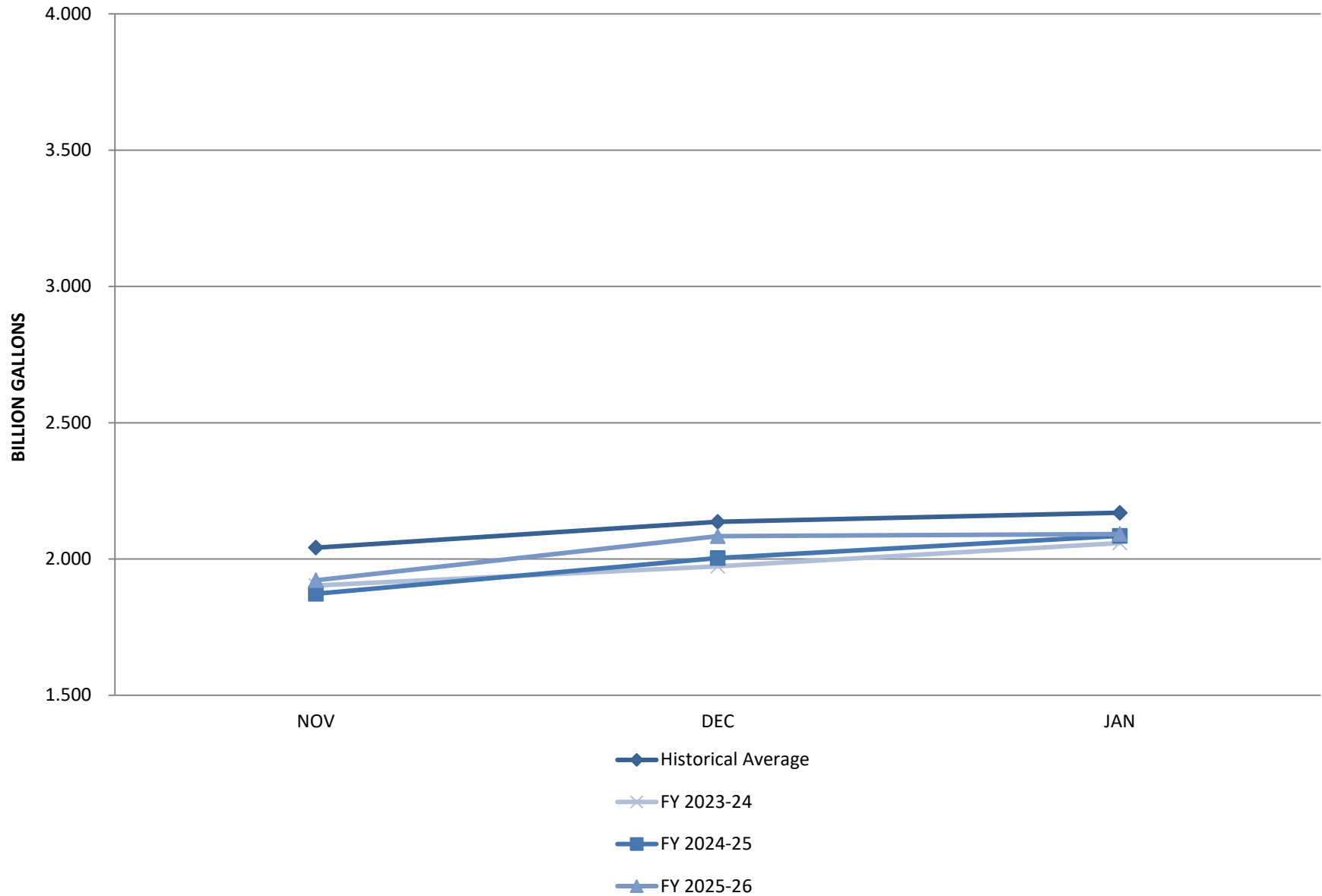
Jan-25	20,969,951,000	21,467,352,437	97.68%	117,012,327	100,387,271				\$5.58	\$4.676
Jan-26	21,007,271,000	21,544,648,431	97.51%	121,842,172	104,701,051				\$5.80	\$4.860
	37,320,000	77,295,994		\$4,829,845	\$4,313,780					
	0.2%	0.4%		4.1%	4.3%					
Month										
Jan-25	2,084,797,000	2,142,229,363	97.32%	11,633,167	10,053,482				\$5.58	\$4.693
Jan-26	2,091,449,000	2,147,664,659	97.38%	12,130,404	10,482,751				\$5.80	\$4.881
	6,652,000	5,435,296		\$497,237	\$429,269					
	0.3%	0.3%		4.3%	4.3%					
Jan>Dec	7,888,000	9,701,592		45,750	47,353					

DUPAGE WATER COMMISSION
PWS FACILITY ID# - IL435400
MONTHLY OPERATIONS REPORT
DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS
JANUARY 2026

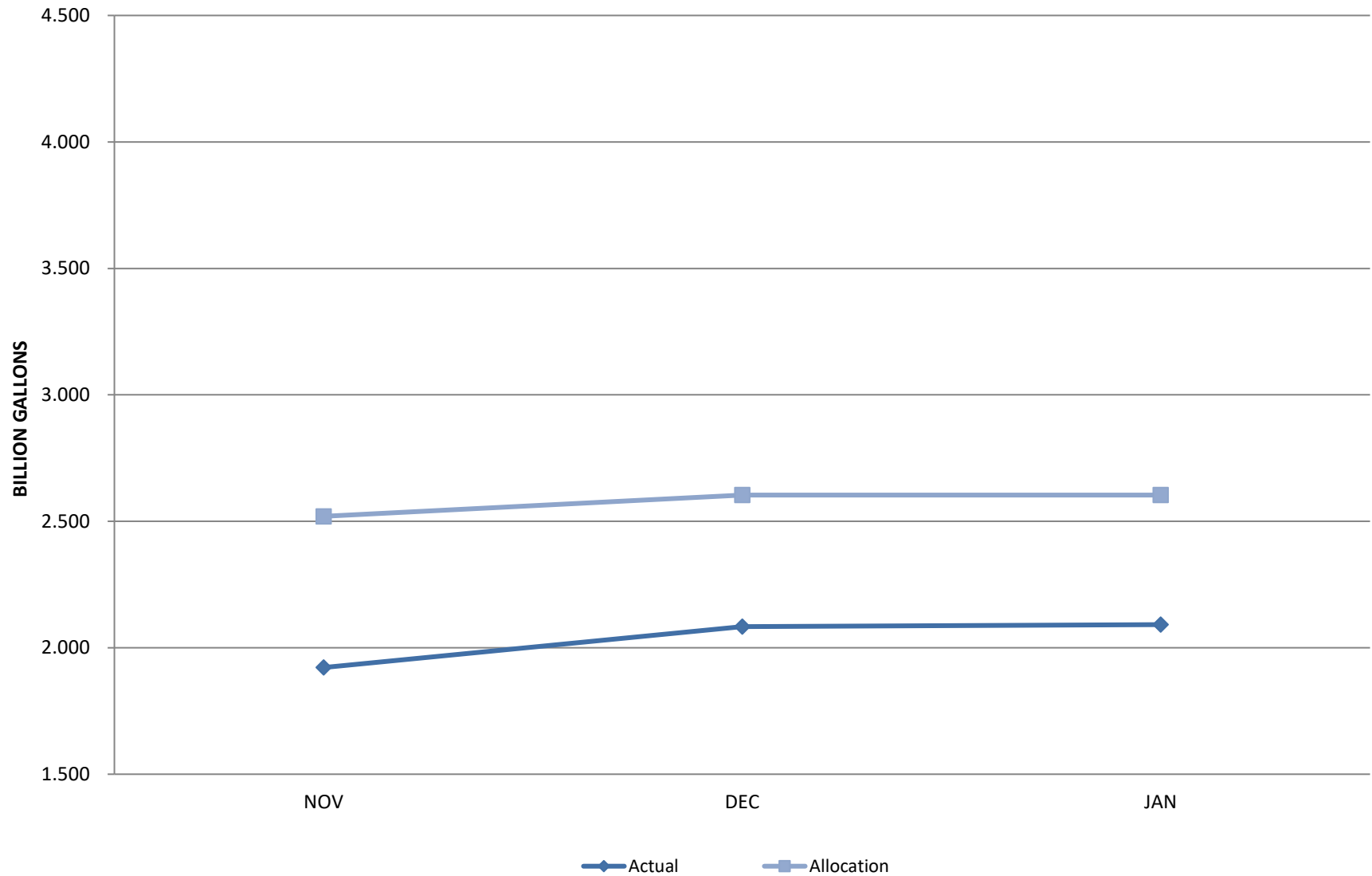
DATE	LEXINGTON P.S. SUPPLY			DUPAGE P.S. DISCHARGE							ANALYST INT.
	FREE Cl2 (mg/L)	TURBIDITY (ntu)	O-PO4 (mg/L)	FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO4 (mg/L)	P.A.C. (LBS/MG)	
1	1.41	0.06	2.25	1.31	0.07	51	7.6	0.8	2.28	0	AM
2	1.29	0.07	2.30	1.28	0.07	51	7.5	0.7	2.20	0	AM
3	1.23	0.07	2.21	1.25	0.11	52	7.7	0.6	2.17	0	JS
4	1.36	0.06	2.20	1.36	0.11	54	7.7	0.6	2.29	0	JS
5	1.32	0.08	2.22	1.29	0.09	51	7.6	0.8	2.18	0	AM
6	1.35	0.05	2.18	1.23	0.11	50	7.6	0.7	2.25	0	AM
7	1.41	0.07	2.34	1.32	0.10	51	7.6	0.7	2.30	0	JS
8	1.36	0.06	2.23	1.29	0.10	52	7.6	0.7	2.31	0	JS
9	1.43	0.08	2.32	1.38	0.11	53	7.7	0.6	2.29	0	JS
10	1.47	0.05	2.30	1.27	0.11	49	7.5	0.7	2.30	0	KD
11	1.37	0.05	2.21	1.23	0.11	51	7.5	0.6	2.15	0	KD
12	1.36	0.06	2.37	1.31	0.11	51	7.6	0.7	2.20	0	JS
13	1.32	0.07	2.30	1.28	0.11	53	7.7	0.6	2.28	0	JS
14	1.33	0.08	2.08	1.24	0.11	48	7.5	0.7	2.21	0	KD
15	1.45	0.05	2.27	1.26	0.09	46	7.4	0.7	2.21	0	KD
16	1.36	0.05	2.28	1.27	0.09	48	7.4	0.8	2.28	0	KD
17	1.44	0.08	2.28	1.17	0.12	52	7.8	0.7	2.26	0	RC
18	1.39	0.07	2.22	1.16	0.11	51	7.4	0.6	2.32	0	KD
19	1.38	0.06	2.36	1.13	0.12	52	7.4	0.7	2.21	0	KD
20	1.29	0.07	2.15	1.15	0.13	50	7.4	0.8	2.25	0	KD
21	1.39	0.07	2.15	1.17	0.14	52	7.7	0.7	2.12	0	RC
22	1.45	0.07	2.18	1.13	0.11	60	7.6	0.7	2.19	0	RC
23	1.46	0.07	2.26	1.22	0.13	57	7.6	0.7	2.17	0	RC
24	1.35	0.06	2.21	1.14	0.12	54	7.4	0.6	2.31	0	KD
25	1.30	0.05	2.30	1.13	0.12	54	7.4	0.6	2.27	0	KD
26	1.38	0.06	2.22	1.35	0.13	57	7.5	0.7	2.38	0	RC
27	1.32	0.06	2.25	1.08	0.10	51	7.4	0.6	2.23	0	KD
28	1.42	0.06	2.25	1.08	0.13	52	7.4	0.5	2.21	0	KD
29	1.46	0.07	2.18	1.34	0.08	51	7.4	0.7	2.18	0	KD
30	1.59	0.12	2.22	1.44	0.14	49	7.4	0.7	2.14	0	KD
31	1.52	0.07	2.08	1.47	0.10	49	7.3	0.8	2.25	0	RC
AVG.	1.39	0.07	2.24	1.25	0.11	52	7.5	0.7	2.24	0	
MAX.	1.59	0.12	2.37	1.47	0.14	60	7.8	0.8	2.38	0	
MIN.	1.23	0.05	2.08	1.08	0.07	46	7.3	0.5	2.12	0	

Ross C. Bostick, Manager of Water Operation Date
Illinois ROINC # 194171377

DU PAGE WATER COMMISSION SALES FY 2025-26, 2024-25 & 2023-24 VS. HISTORICAL AVERAGE



DU PAGE WATER COMMISSION SALES FY 2025-26 VS. ALLOCATION





MONTHLY STATUS REPORT

LAN PROJECT #: 128-10031-001

PROJECT: DuPage Water Commission WaterLink Extension Phase II

REPORT DATE: February 10, 2026

MEETING DATE: February 19, 2026

I. Progress through February 08, 2026

- A. Field data collection and surveying complete.
 - 1. Final cadastral surveying work complete.
 - 2. Existing structure rim/invert data collection complete.
 - 3. Processing of collected Aerial LIDAR data is complete. Additional LIDAR processing for Fox River area and Polo Crossing re-routes is complete.
 - 4. Subsurface Utility Locates
 - a) SUE field activities completed.
 - b) Scope of additional SUE for Fox River re-route TBD Utility Potholing Locates
 - c) Over 440 potholes completed. Work along ComEd corridors 100% complete.
 - d) Scope of additional potholing for Fox River re-route TBD
 - 5. Geotechnical
 - a) Total of 203 borings (99%) completed to date in Phase 2 through January '26.
 - b) Additional geotechnical borings for Fox River re-route completed in January – report expected by late February.
 - c) Only remaining borings along US 30 / Hill Rd pending IDOT permit
 - 6. Cathodic Protection
 - a) Soil resistivity testing along project routes complete for cathodic protection design.
 - b) Final field data report provided for all segments.
- B. Data Collection (as-builts, GIS, design drawings).
 - 1. Complete





MONTHLY STATUS REPORT

C. Ongoing Coordination with ComEd.

1. Draft license agreement sent to DWC for review.
 - a) Negotiations ongoing between DWC and ComEd Real Estate group on license agreement terms.
2. Final pipeline alignment has received ComEd approval.
 - a) Final drawing submittal made to close out ComEd technical review.

D. Land Acquisition

1. 245 of 246 Titles Received (99%). One more to be added north of proposed pumps station site
2. Easement legal descriptions & exhibits
 - a) 188 total prepared to date
 - b) 74 Appraisal Packages and 84 property negotiations underway. 4 closings completed.
 - c) Naperville Park District negotiations ongoing

E. Contract TW-6 Section 1 (Book Rd)

1. Construction ongoing.

F. Contract TW-6 Section 2A & 2B

1. Pre-construction meeting held 12/17/25.
2. Pre-construction work (i.e. shop drawing submittals) ongoing.
3. Construction start pending ComEd final approval and license agreements.
4. Permit applications/reviews
 - a) Ongoing coordination with Naperville Park District regarding construction in Frontier Park.
 - b) Construction Permit received from IEPA.
 - c) USACE provided No Permit Required (NPR) letter on 11/7/25.
 - d) US Fish and Wildlife approved (tree clearing restriction 4/1 – 9/1)

G. Contract TW-6 Section 2C, 3A & 3B

1. Pre-construction meeting held 2/6/26.
2. Permit applications / design submittals prepared for various agencies, including IDOT, railroads, and local municipalities.
 - a) Private Gas Pipeline Companies (four total) – Approved





MONTHLY STATUS REPORT

- b) CN / Wisconsin Central Railroad Permit submittal – Pending final License Agreement
 - c) City of Aurora and Wheatland Township – Comments Received
 - d) IDOT District 1 and District plan review applications submitted.
 - 1) IDOT D1 – no comments. Contractor will need to submit bonds in accordance with IDOT response letter.
 - 2) IDOT D3 – review in progress.
 - e) Construction Permit received from IEPA.
 - f) US Fish and Wildlife (tree clearing restriction 4/1 – 9/1)
- H. Contract TW-6 Section 3C (Fox River Realignment)
- 1. Final alignment pending completion of field work, utility data collection, and geotechnical work.
 - 2. Additional wetlands delineation and environmental surveys are required, including updates to various environmental reports.
 - 3. Permit applications / design submittals are being prepared for various agencies, including IDOT and railroads.
 - a) Permit application to BNSF Railroad has been submitted.
 - 1) BNSF Railroad returned comments and resubmittal made on 6/2/25.
 - b) Permit application to OmniTrax/Illinois Railway has been submitted.
 - 1) OmniTrax returned comments on 6/23/25 requesting additional documents. Ongoing coordination to provide Certificate of Insurance from DWC. Draft license agreement received for review.
 - 2) Resubmittal will be required upon completion of Fox River realignment design and final railroad crossing location.
 - c) Construction permit received from IEPA.
 - 1) A supplemental IEPA construction permit application will need to be made based on the realignment of this section.
 - d) US Fish and Wildlife
 - 1) Provided a tree clearing restriction from April 1 – September 30. Requirements will be added to the plans/specs. Exceptions can be requested on a case-by-case basis. USFWS will likely require a survey of trees to be removed by exception to ensure no bats are living in the tree. Likelihood of exception being granted increases further from Fox River.





MONTHLY STATUS REPORT

I. Contract FW-1 Section 1 & 2

1. Project advertised for bids 12/29/25.
2. Pre-bid meeting scheduled for 01/13/26.
3. Bids received 02/03/26 and 02/05/26. Bid tabulations completed 2/9.
4. Contract awards planned 2/19 - Bolder Section 1, Benchmark/D Construction Section 2.

J. Contract FW-1 Section 3

1. Water transmission main plan and profile design ongoing.
 - a) 100% Submittal drawings in progress.
2. Ongoing coordination with IDOT District 3 on IL Route 71 project overlap.
3. IDOT District 3 comments received in June 2025.
 - a) The most pressing comment is the direction that work cannot proceed until the Route 71 widening project is complete in Spring 2027. Further discussion with IDOT needed.
 - b) Meeting occurred Monday 8/11/25 with IDOT District 3 to discuss comments.
 - c) Engineering team attempting to reach the correct point of contact to discuss project schedule.

K. Contract FW-1 Section 4

1. Water transmission main plan and profile design ongoing.
2. 100% Submittal drawings in progress.
3. IEPA and Kendall County permit submittals in progress.
4. Permit submittal made to BNSF Railroad on 4/9/25.
 - a) Resubmittal to address comments made on 6/2/25.
 - b) DWC reviewing draft license agreement.

L. Contract MS-22 Meter Stations

1. Design ongoing.
 - a) 100% Submittal drawings sent to DWC 2/9/26.
2. Montgomery requested the building permit applications for meter stations be prioritized.
3. New relocated/updated site plan for chemical feed building based on newly identified site.





MONTHLY STATUS REPORT

II. Scope Changes – Phase II (to date)

- A. Design of Additional Architectural Treatments for WaterLink Meter Stations.
 - 1. Fee: Pending (submitted to DWC for review/approval).
- B. ComEd revisions based on numerous required alignment changes, coordination meetings, new comments.
 - 1. Fee: Pending (submitted to DWC for review/approval).
- C. Fox River Crossing alternate route design – Section 3C
 - 1. Fee: Pending (submitted to DWC for review/approval).
- D. Permit Fees
 - 1. Fee: Pending (fees being tracked and submitted w/ invoices).

III. Financials

- A. Total Phase II Contract: \$19,956,942
- B. Phase 1 Rollover Funds: \$492,687
 - 1. Fee Expended through December 31, 2025:
 - a) Total: \$18,902,042 (95.2%)
 - 1) Basic Services: \$12,472,164 (62.5%)
 - 2) Additional Services: \$6,518,112 (32.7%)

IV. Completed Workshops, Meetings and Visits (January – February)

- A. ComEd Comment Review and Technical Discussion Meetings – Various
- B. Schedule Update Meetings with Burns & McDonnell – Various
- C. FW-1/25 Section 1 & 2 Pre-Bid Meeting – January 13, 2026
- D. Monthly Progress Meeting – January 15, 2026
- E. FW-1/25 Section 1 & 2 Bid Opening – February 3-5, 2026
- F. TW-6/25 Section 2C, 3A & 3B Pre-Construction Meeting – February 6, 2026.





MONTHLY STATUS REPORT

V. Upcoming Tasks & Meetings

- A. Finalize ComEd alignment modifications, including alternate river crossing route.
- B. Weekly Check-In Meetings – Various
- C. Schedule Coordination with Burns & McDonnell – Various
- D. ComEd Coordination Meetings – As Needed
- E. Phase II geotechnical laboratory work – TW-6/25 Section 3C (Fox River Realignment)
- F. Permit submittals to various review agencies.
- G. MS 22/25 Advertisement
- H. FW-1/25 Section 2 Advertisement



Cash Flow/Invoicing Forecast - Phase II Services
DuPage Water Commission
WaterLink Extension
February 2026

	Activity through April 26, 2024	Activity through May 31, 2024	Activity through June 30, 2024	Activity through July 31, 2024	Activity through August 31, 2024	Activity through September 30, 2024	Activity through October 31, 2024	Activity through November 30, 2024	Activity through December 31, 2024	Activity through January 31, 2025	Activity through February 28, 2025	Activity through March 31, 2025	Activity through April 30, 2025	Activity through May 31, 2025	Activity through June 30, 2025	Activity through July 31, 2025	Activity through August 31, 2025	Activity through September 30, 2025	Activity through October 31, 2025	Activity through November 30, 2025	Activity through December 31, 2025	Activity through January 31, 2026	Activity through February 2026	Planned	Planned
Description	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	
Basic Services	\$ 625,960	\$ 876,344	\$ 980,607	\$ 1,011,525	\$ 994,029	\$ 993,016	\$ 999,176	\$ 1,117,315	\$ 1,116,854	\$ 745,163	\$ 499,762	\$ 498,028	\$ 378,063	\$ 258,692	\$ 254,130	\$ 248,300	\$ 248,197	\$ 248,033	\$ 186,383	\$ 64,399	\$ 64,102	\$ 63,991	\$ 23,564	\$ 23,564	
Additional Services	\$ 545,788	\$ 1,126,706	\$ 586,700	\$ 561,317	\$ 594,996	\$ 64,786	\$ 149,871	\$ 438,311	\$ 350,417	\$ 283,233	\$ 83,116	\$ 205,871	\$ 183,722	\$ 253,965	\$ 236,036	\$ 198,526	\$ 203,231	\$ 204,163	\$ 234,542	\$ 274,396	\$ 248,349	\$ 155,000	\$ 127,351	\$ 127,351	
MONTHLY SUBTOTAL	\$ 1,171,748	\$ 2,003,050	\$ 1,567,307	\$ 1,572,842	\$ 1,589,025	\$ 1,057,802	\$ 1,149,047	\$ 1,555,626	\$ 1,467,271	\$ 1,028,396	\$ 582,878	\$ 703,899	\$ 561,785	\$ 512,657	\$ 490,166	\$ 446,826	\$ 451,428	\$ 452,196	\$ 420,925	\$ 338,795	\$ 312,451	\$ 218,991	\$ 150,916	\$ 150,916	
SUBTOTAL	\$6,314,947				\$5,351,501				\$8,139,579																
IGA ESCROW DEPOSITS	\$7,764,000				\$5,532,000				\$6,660,942																
TOTAL PHASE II CONTRACT																			\$ 19,956,942						

DuPage Water Commission WaterLink Extension Phase II Design Schedule																												
ID	Task Name	Duration	Start	Finish	2025												2026											
					Q2 May	Jun	Jul	Q3 Aug	Sep	Oct	Q4 Nov	Dec	Jan	Q1 Feb	Mar	Apr	Q2 May	Jun	Jul	Q3 Aug	Sep	Oct	Q4 Nov	Dec	Jan			
1	DWC WATERLINK PHASE II DESIGN	700 days	Mon 6/3/24	Mon 5/4/26																								
29	BIDDING PHASE	378 days	Fri 5/23/25	Fri 6/5/26																								
30	TW-6/25 Section 1 (Book Rd) Advertise-Bid Open	39 days	Fri 5/23/25	Tue 7/1/25	5/23	100%																						
31	TW-6/25 Section 2A & 2B Advertise-Bid Open	35 days	Fri 9/26/25	Fri 10/31/25					9/26	100%																		
32	TW-6/25 Section 2C, 3A, 3B Advertise-Bid Open	42 days	Fri 11/7/25	Fri 12/19/25						11/7	100%																	
33	FW-1/25 Section 1 & 2 Advertise-Bid Open	38 days	Mon 12/29/25	Thu 2/5/26							12/29	100%																
34	MS 22/25 Advertise-Bid Open	35 days	Fri 2/27/26	Thu 4/2/26									2/27	0%														
35	TW-6/25 Section 3C Advertise-Bid Open	42 days	Fri 3/13/26	Thu 4/23/26									3/13	0%														
36	FW-1/25 Section 4 Advertise-Bid Open	41 days	Fri 3/20/26	Thu 4/30/26									3/20	0%														
37	FW-1/25 Section 3 Advertise-Bid Open	42 days	Fri 4/24/26	Fri 6/5/26											4/24	0%												
38	CONSTRUCTION PHASE	909 days	Thu 8/21/25	Wed 2/16/28																								
39	TW-6/25 Section 1 (Book Rd) Construction	470 days	Thu 9/18/25	Thu 12/31/26					9/18																	30%		
40	TW-6/25 Section 2A & 2B Construction	730 days	Thu 11/20/25	Sat 11/20/27						11/20																		
41	TW-6/25 Section 2C, 3A, 3B Construction	730 days	Thu 1/15/26	Sat 1/15/28							1/15																	
42	FW-1/25 Section 1 & 2 Construction	600 days	Thu 2/19/26	Tue 10/12/27							2/19																	
43	MS 22/25 Construction	600 days	Thu 4/16/26	Tue 12/7/27								4/16																
44	TW-6/25 Section 3C Construction	600 days	Thu 5/14/26	Tue 1/4/28									5/14															
45	FW-1/25 Section 4 Construction	400 days	Thu 5/14/26	Fri 6/18/27										5/14														
46	FW-1/25 Section 3 Construction	600 days	Thu 6/18/26	Tue 2/8/28											6/18													
47	COMMISSIONING	90 days	Mon 4/3/28	Sun 7/2/28																								
48	Commissioning WaterLink System	90 days	Mon 4/3/28	Sun 7/2/28																								

Page 1



Resolution #: R-13-26

Account: Various

Approvals: *Author / Manager / Finance / Admin*

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 2/12/2026

Description: A Resolution Approving a 1-Year Extension of Contract QR-10/24 with Homestead Electrical Contracting, LLC, McWilliams Electric Co. Inc., and Volt Electric, Inc.

Agenda Section: Engineering & Construction

Originating Department: Operations

The Commission entered into certain agreements dated February 28, 2024, with Homestead Electrical Contracting, LLC, McWilliams Electric Co. Inc., and Volt Electric, Inc. for quick response electrical work, as needed, through the issuance of Work Authorization Orders (Contract QR-10/24). These agreements are scheduled to end on February 28, 2026.

Staff has been satisfied with the work of all three QRE-10/24 Contractors and believes that it would be in the Commission's best interest to exercise the option under the Quick Response Contract to extend the contract term for a period of 1 year commencing on March 1, 2026, and ending on March 1, 2027 with Homestead Electrical Contracting, LLC, McWilliams Electric Co. Inc., and Volt Electric, Inc.

There is no cost associated with this request and all other terms and conditions of Contract QR-10/24 shall remain unchanged during this time.

All three contractors have agreed to this proposal and their acceptance can be found in the signed agreements under Exhibit A to the Resolution.

Recommended Motion:

To adopt Resolution No. R-13-26

DuPAGE WATER COMMISSION

RESOLUTION NO. R-13-26

**A RESOLUTION EXTENDING THE TERM OF A QUICK RESPONSE ELECTRICAL CONTRACT
(QR-10/24)**

WHEREAS, the DuPage Water Commission (the “Commission”) entered into certain agreements dated February 28, 2024, with Homestead Electrical Contracting, LLC, McWilliams Electric Co. Inc., and Volt Electric, Inc. for quick response electrical work related to the Commission’s Waterworks System (said agreements being hereinafter collectively referred to as “Contract QRE-10/24”), the Commission having reserved the right to award a contract to one or more bidders; and

WHEREAS, the initial term of the Contract expires on February 28, 2026; and

WHEREAS, the Commission has determined that it is in the best interest of the Commission to extend the Contracts with Homestead Electrical Contracting, LLC, McWilliams Electric Co. Inc., and Volt Electric, Inc. through March 1, 2027.

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

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

SECTION TWO: The extension of the Quick Response Contract (QRE-10/24) through March 1, 2027 shall be and hereby is approved, such extension to be substantially in the form attached hereto and incorporated herein as Exhibit A, and the General Manager shall be and hereby is authorized to execute said extension.

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
VanVooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2026/R-13-26.docx

EXHIBIT A

Executed Extension Agreements of Contract QRE-10/24



The DuPage Water Commission and Homestead Electrical Contracting, LLC do hereby agree to extend the Contract term limit of the Quick Response Electrical Contracts QRE-10/24 dated and executed on the 28th day of February 2024, for a period of twelve (12) months commencing on the 1st day of March 2026 and ending on the 28th day of February 2027.

DUPAGE WATER COMMISSION

Paul D. May, General Manager

HOMESTEAD ELECTRICAL CONTRACTING, LLC

BY: Ben Dolan Ben Dolan
Signature of Authorized Representative

DATE: 1/26/2026



The DuPage Water Commission and McWilliams Electric Co., Inc. do hereby agree to extend the Contract term limit of the Quick Response Electrical Contracts QRE-10/24 dated and executed on the 28th day of February 2024, for a period of twelve (12) months commencing on the 1st day of March 2026 and ending on the 28th day of February 2027.

DUPAGE WATER COMMISSION

Paul D. May, General Manager

McWILLIAMS ELECTRIC CO., INC.

BY: _____
Signature of Authorized Representative

DATE: January 9, 2026



The DuPage Water Commission and Volt Electric, Inc. do hereby agree to extend the Contract term limit of the Quick Response Electrical Contracts QRE-10/24 dated and executed on the 28th day of February 2024, for a period of twelve (12) months commencing on the 1st day of March 2026 and ending on the 28th day of February 2027.

DUPAGE WATER COMMISSION

Paul D. May, General Manager

VOLT ELECTRIC, INC.

BY: _____
Signature of Authorized Representative

DATE: 1/14/2026



Resolution #: R-15-26

Account: 01-60-772500

Approvals: *Author / Manager / Finance / Admin*

PDM - CAP PDM

REQUEST FOR BOARD ACTION

Date: 2/6/2026

Description: **Approval of Amendment #2 to Task Order #1 of a Master Services Agreement with Consor/Raftelis for Professional Services as Source Water Project Technical Advisor**

Agenda Section: Engineering & Construction

Originating Department: Administration

The FY 2025-26 DWC Budget includes \$5M in funding and the proposed FY 2026-27 Budget includes \$20,050,000 to advance the Source Water Project forward to ensure that DuPage County and the surrounding region are provided with the most reliable, efficient, and dependable water system for future generations. DWC has previously studied and validated the concept of the Regional Source Water Project and is now advancing into the next phase, intending ultimately to select a Program Manager(s) - scheduled for 2026 - to bring the project to successful completion prior to the termination of the Chicago Water Purchase Contract in 2041.

DWC has contracted with Consor/Woolpert/Raftelis to perform the Technical Advisor tasks, which cost is 30% reimbursed by NSMJAWA pursuant to a previously approved IGA (R-37-25). To date, the Technical Advisory team has prepared a detailed Comprehensive Plan, Financial Analysis/Business Case study, Governance Study, Communications Plan, Risk Register, and Project Delivery Methodology evaluation; has commenced engagement with utility, permitting, and railroad stakeholders, and has facilitated additional critical work including a bathymetry survey of Lake Michigan in 2025.

Due to the nature of the work, it is not possible to precisely define the tasks which will be necessary to advance the project over a defined schedule; rather, the scope is intended to provide an understanding of the priorities, sequence, and expected level of work associated with known or anticipated tasks. Payment is rendered based upon hours applied and reimbursable costs under Task Order #1, preliminarily established at \$500K (R-41-25), then expanded to \$736,000 under the First Amendment to Task Order #1 (R-84-25).

In the coming months, DWC and prospective partners will be presented with the opportunity to commit to the next steps which are critical to advance the project to provide for successful completion

prior to the end of the Chicago Water Purchase Contract (2041). These activities will include a broad range of tasks to prepare for, analyze, and select a Program Manager; advance geotechnical evaluation; commence early permitting (NEPA) engagement and coordination; generate, support, and update a project website; prepare, facilitate, and update an active communications platform; prepare and update a financing strategy and economic assessment; and regularly engage with staff and DWC Commissioners.

A general scope of anticipated activities is attached which includes categories for possible tasks. DWC will pay for services based upon hours expended and reimbursables for individual tasks as they are directed. Future Task Orders will be presented as necessary as the project continues to advance.

Cost Sharing / Reimbursement: These costs are subject to the Intergovernmental Agreement approved by the DWC Board of Commissioners at our April meeting (R-37-25), which establishes a mechanism for DWC to be reimbursed for 30% of the cost of this endeavor by NSMJAWA.

Recommended Motion:

To adopt Resolution R-15-26, authorizing approval of Amendment #2 to Task Order #1 of a Master Services Agreement with Consor/Raftelis to serve as Source Water Technical Advisor in an amount not to exceed \$500,000, which will be 30% reimbursed by NSMJAWA pursuant to the previously approved cost-sharing Intergovernmental Agreement.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-15-26

A RESOLUTION APPROVING A SECOND AMENDMENT TO TASK ORDER NO. 1 UNDER A MASTER CONTRACT WITH CONSOR NORTH AMERICA, INC.

WHEREAS, the DuPage Water Commission (the “Commission”) entered into a contract with Consor North America, Inc. (the “Consultant”) to provide, from time to time, professional engineering services in connection with various projects of the Commission (the “Master Contract”); and

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

WHEREAS, pursuant to Resolution No. R-41-25, the Commission approved Task Order No. 1 to the Master Contract for Professional Engineering Services for the DuPage Water Commission; and

WHEREAS, pursuant to Resolution No. R-84-25, the Commission approved the First Amendment to Task Order No. 1 to the Master Contract for Professional Engineering Services for the DuPage Water Commission; and

WHEREAS, the Commission and Consultant desire to further amend Task Order No. 1 to the Master Contract to provide additional funds to advance the Regional Source Water Project, and to increase the not-to-exceed cost of the services, the Board of Commissioners of the DuPage Water Commission hereby finding and determining that the changes are germane to the Task Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and

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

WHEREAS, NSMJAWA has reviewed and concurs to the approval of the Second Amendment, and the obligation to reimburse 30% of the cost in accordance with the Intergovernmental Agreement approved for this purpose as Resolution R-37-25;

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

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

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

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honing, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2026/R-15-26.docx

EXHIBIT 1

**SECOND AMENDMENT TO
TASK ORDER NO. 1**



Date: January 5, 2025
Project: Lake Michigan Water Supply Initiative
To: Paul May, General Manager, DuPage Water Commission
Ramesh Kanapareddy, Executive Director, NSMJAWA
From: Pete Mulvaney, Consor
Reviewed By: Gregg Hostetler, Consor
Re: Amendment #2 to Technical Advisor Scope and Role

Amendment 1 allowed the recovery of costs for the marine geophysical survey completed by Seaworks without compromising the intended Comprehensive Plan delivery by January 1, 2026.

With the submittal of the Comprehensive Plan, it is time to consider preparation and execution of next steps.

Amendment 2

The below outline reflects the anticipated scope of work for 2026 and the associated proposed budget. The Technical Advisory Team remains flexible to adjust as needed to suit the project demands. The estimated costs breakdown is as follows:

Coordination Meetings \$260,000

- Client Planning Meeting (45/year)
- Advisory Team Coordination Meeting (40/year)
- DWC Board Meeting (10/year)
- NSMJAWA Board Meeting (4/year)
- NSMJAWA Project Meeting (10/year)
- Steering Committee Meeting (8/Year)
- Coordination with other partners / vendors (20/year)

Business Case Support \$205,000

- Verify Cost Estimates
- Coordinate selection of Independent Cost Estimator



- Cost estimation services and updates as needed (ICE)
- Scenario planning and sensitivity analysis (5-7 scenarios)
- Bond market sounding / engagement
- Preparation and update of financing strategy scenarios
- WIFIA Coordination
- Regional Economic Impact Assessment

Implement Planning Phase Communications \$500,000

- Support Key Stakeholder Coordination
 - Alignment Stakeholders
 - Regulatory Stakeholders
 - Political Stakeholders
 - Customer Stakeholders
 - Professional Services Stakeholders
- February Comprehensive Plan Webinars
- Communications workshop
- Create communications collateral
- Prepare, launch, and update website
- Policy papers / Opinion Editorials (IML, ENR, local media (Tribune, Sun Times, Daily Herald))
- Coordinate academic resource editorial/industry paper
- Conference presentations
- Facilitate tours/ discussions of comparable projects
- Facilitate engagement with Cook County collar communities
- Facilitate engagement with North Shore communities

Governance \$105,000

- Facilitate and document governance discussions
- Review and coordinate legislative efforts including existing enabling legislation
- Coordinate as needed with special legal counsel

Project Delivery Support \$460,000

- Industry Sounding
- Identify alternative routing concept(s)



- Finalize Program Manager Scope
- Geotechnical Scope
- Solicit / select Program Manager
- Facilitate early NEPA engagement
- Facilitate early ACOE / DNR engagement
- Facilitate Labor engagement
- Coordinate engagement with Union Pacific Railroad and Com Ed

Expenses \$45,000

- Travel – 12 person trips
- Project - supplies, business meals, conference space, conference presentation

SUB TOTAL \$ 1,575,000

Potential 2026 Activities (Future Notice to Proceed) 425,000

It is understood by the Technical Advisor Team that direction will be provided incrementally based on Board approvals and may not precisely follow the outline.

- Organizational Assessment
- Field Studies
- Property management / ROW assessment
- Additional Coordination
- Risk Mitigations
- Unanticipated Scope Items
- Evaluation of Chicago Cost Model
- Independent Cost Estimator

TOTAL \$ 2,000,000

**SECOND AMENDMENT TO
TASK ORDER NO. 1**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Consor North America, Inc. ("Consultant"), for Professional Engineering Services dated May 21, 2025 (the "Contract"), Owner and Consultant agree to the Second Amendment to Task Order No. 1 to the Regional Source Water Technical Advisor Contract, effective February 19, 2025, as follows:

1. Contract Price:

Section 8, entitled "Contract Price," of Task Order No. 1 shall be amended to include the following language in its entirety for "DIRECT COST TASK ORDER":

8. DIRECT COST TASK ORDER:

DIRECT COST TASK ORDER For use with single phase projects or multiple phase projects with uniform pricing: For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of 3.1 for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses. Notwithstanding the foregoing, the total Contract Price shall not exceed \$500,000, except as adjusted by a Change Order or Amendment issued pursuant to Section 2.1 of the Contract. For use with multiple phase projects with separate pricing: For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs times the following factor set forth opposite each such phase, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract: Phase Direct Labor Cost Factor Not to Exceed / ADVISORY / 3.1 / \$1,236,000.

In all other respects, Task Order No. 1 to the Contract shall remain in full force and effect, and Task No. 1 to the Contract shall be binding on both parties as hereinabove amended.

DuPAGE WATER COMMISSION

BY: _____
Paul D. May, PE
General Manager

CONSOR NORTH AMERICA, INC.

BY: _____



Resolution #: R-16-26

Account: 01-60-663700

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP -

REQUEST FOR BOARD ACTION

Date: 2/12/2026

Description: **A Resolution Authorizing the General Manager to Purchase Frame and Lids from a Sole Source Manufacturer at a Cost Not-to-Exceed \$27,552.00.**

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

The Commission maintains an inventory of spare frames and lids for use as replacements in the event that those existing in service have failed beyond simple repair and require full replacement. The current in-stock inventory has reached levels that require replenishment. These custom-made frames and lids are embossed with the "DuPage Water Commission" name on the lid to distinguish them from others, and cast in existing molds made especially for this purpose which are retained by the sole-source manufacturer.

Since the sole manufacturer of the Frames and Lids utilized within the Commission's system does not maintain an inventory of these custom-made frame and lids within their manufacturing facilities, staff recommends stocking an in-house inventory to avoid excessive delays when performing emergency repairs and to allow these units to be installed immediately as needed.

Staff therefore recommend approval of Resolution No. R-16-26 to authorize the General Manager to purchase Frames and Lids from the sole source manufacturer, Neenah Foundry Co., at not-to-exceed cost of \$27,552. 00.

Recommended Motion:

To approve Resolution No. R-16-26.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-16-26

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE CUSTOM CAST FRAMES AND LIDS FROM NEENAH FOUNDRY COMPANY

WHEREAS, pursuant to Article VIII, Section 4 of the Commission's By-Laws, and as required by State Statute, the Commission solicited a proposal to Furnish and Deliver Custom Cast Frames and Lids; and

WHEREAS, Neenah Foundry Co., is the Sole Source Provider of Custom Cast Frames and Lids which are compatible with the Commission's existing water main system; and

WHEREAS, the Commission desires to purchase Custom Cast Frames and Lids; and

WHEREAS, based upon representations made by staff, the Board of Commissioners of the DuPage Water Commission has determined that it is in the best interest of the Commission to authorize the General Manager to purchase custom cast frames and lids from Neenah Foundry Company;

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

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

SECTION TWO The DuPage Water Commission hereby authorizes the purchase of Custom Cast Frames and Lids from Neenah Foundry Company, a sole source provider, for the price set forth in Its Proposal, but not to exceed \$27,552.00.

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honing, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2026/R-16-25docx

QUOTATION

NEENAH
FOUNDRY

Q00230434

EST. 1872

DUPAGE WATER COMMISSION
600 E BUTTERFIELD RD
ELMHURST, Illinois 601264642
United States

2121 Brooks Ave
Neenah, Wisconsin 54956

PHONE: | FAX:
tony.hanlon@neenahfoundry.com

Attn: Dave Chapman
Phone: 630-834-0100
Mobile Phone:
Email: chapman@dpwc.org

Date: Feb 6, 2026
Job Name: DWC Stock Order February 2026
Job Location: Elmhurst, IL
Expiration Date: Feb 13, 2026
Bid Date:

We are pleased to submit the following quotation in accordance with your request.

Line	Quantity	Catalog	Description	Sales Price	Total Price
1	16 SETS	1755-F2	R1755-F2 (1755FT41 Temp Parent) FRAME--TYPE-A--MACHINED SEAT--GI CLASS 35B--7/8IN.ON 34-1/4 BC,AA29-1/8,B1-3/8,LTRD.'NEENAH FOUNDRY CO'--'AASHTO M306 CLASS 35B', 'MADE IN USA' SOLID PLATEN LD--TYPE-K--MACHINED SEAT--GI CLASS 35B--@ 180 DEGREES, 28-3/4 X 1-3/8--'WATER' 1 IN. LETTERS PLAIN INNER LID--TYPE-N--MACHINED SEAT--GI CLASS 35B--26-3/4 X 1--"LINE UP WITH LOCK BAR TO CLOSE" LOCK BAR--TYPE-N--GI CLASS 35B--28X2X1 DRILL&TAP 1/2" THRU & COUNTERBORE 1/2" DEEP W/17/32"	\$1,722.00	\$27,552.00
Quotation Comments: *Non-stock, ship direct from Neenah. Lead time for production & shopwork **Pricing includes delivery complete in one shipment ***Shipping & handling to 600 East Butterfield Road, Elmhurst, Illinois 60126					
TOTAL ESTIMATED WEIGHT: 6,944 lbs (Excluding Skids)				TOTAL QUOTATION VALUE: (Freight Included)	<u>\$27,552.00</u>

TERMS & CONDITIONS

SELLER'S ACCEPTANCE OF ANY ORDER BY BUYER IS EXPRESSLY CONDITIONED ON BUYER'S ACCEPTANCE OF THE TERMS SET FORTH IN THE NEENAH FOUNDRY COMPANY TERMS & CONDITIONS OF SALE (available at [https://neenahfoundry.com/legal/\('T&Cs'\)](https://neenahfoundry.com/legal/('T&Cs'))). The Parties agree that the T&Cs are hereby incorporated herein by reference with the same force and effect as though fully set forth herein.

Notwithstanding any contrary provision in the incorporated Terms and Conditions, this quote shall expire after 7 days from the date of issuance. All orders are subject to review of buyer's credit status. Standard terms for qualified customers are Net 30 Days. Prices do not include tax. If tax exempt, please provide a sales tax exemption certificate at time of order or any applicable tax will be charged.

Orders of 10,000 lbs or more ship FFA. Jobsite Deliveries may incur additional fees.

QUOTATION

Q00230434

FOB Origin Pre-pay & Allow

**NEENAH
FOUNDRY**

EST. 1872

NEENAH FOUNDRY COMPANY

BY _____

Tony Hanlon

Inside Sales Representative



Resolution #: R-17-26

Account: 01-60-628000

Approvals: *Author / Manager / Finance / Admin*

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 2/12/2026

Description: A Resolution Approving and Ratifying a 2nd Amendment to Task Order No. 02 Under a Master Contract with CDM Smith, Inc.

Agenda Section: Engineering & Construction

Originating Department: Operations & Instrumentation

The DuPage Pumping Station has experienced power failures related to Commonwealth Edison service disruptions which in turn caused power supplies and protective relay devices to fail and trip the 4.16kV Switchgear resulting in the prevention of the automatic engagement of the Emergency Generator System. As approved under R-48-25, staff has engaged the services of CDM Smith, Inc., which was the designer of the Emergency Generation System power distribution system to perform a study of the original 4.16kV power system, its control system and the 4.16kV Emergency Generation System power distribution to determine the nature of the limitations in the control system and to provide technical guidance to improve the necessary resilience and reliability of the Commission's pumping system. CDM Smith, Inc. has provided a draft technical memorandum outlining and suggested system improvements which have been reviewed by Staff with a peer review provided by Strand Associates, Inc.

The 1st Amendment to CDM Smith Inc. Task Order No. 02 approved under R-70-25, authorized CDM Smith, Inc., to provide Design Services, provide Construction Assistance and Generator Transfer Controls Testing Services and provide documentation of the completed upgrades to the 4.16kV switchgear control systems, modifying the not-to-exceed cost from \$50,000 to \$124,580.

R-17-26 seeks approval of the 2nd Amendment to CDM Smith Inc. Task Order No. 02 to authorize the fabrication and supply of redundant power supplies with associated relays and enclosures and would increase the not-to-exceed cost from \$124,580 to \$206,134.72. Installation services by a Quick Response Electrical Contractor (QRE-10/24) will be brought forth at a future Commission meeting.

Recommended Motion:

To adopt Resolution R-17-26

DUPAGE WATER COMMISSION

RESOLUTION NO. R-17-26

A RESOLUTION APPROVING AND RATIFYING A SECOND AMENDMENT TO TASK ORDER NO. 02
UNDER A MASTER CONTRACT WITH CDM SMITH, INC.

WHEREAS, the DuPage Water Commission (the “Commission”) entered into a contract with CDM Smith, Inc. (the “Consultant”) to provide, from time to time, professional engineering services in connection with various projects of the Commission (the “Master Contract”); and

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

WHEREAS, the Commission approved the 1st Amendment to Task Order No. 02 under R-70-25 on August 21, 2025; and

WHEREAS, the Consultant has approved the 2nd Amendment to Task Order No. 02 substantially in the form as attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 (the “Task Orders”);

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

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

SECTION TWO: The 2nd Amendment to Task Order No. 02 attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and the Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time

the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2026/R-17-26.docx

EXHIBIT 1

CDM Smith, Inc. 2nd Amendment to Task Order No. 02

**SECOND AMENDMENT TO
TASK ORDER NO. 02**

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services dated July 21, 2016, the DuPage Water Commission (Owner) and CDM Smith Inc. (the Consultant), Owner and Consultant agree to further amend Task Order No. 02 to the Contract agree as follows:

1. **Project:**

Perform studies, design, testing, and panel build services relating to power monitoring of the Medium Voltage Switchgear (MVSWGR) and High Lift Pump Motor Control Centers.

2. **Services of Consultant:**

A. Basic Services:

1. **Study and Report Phase (DONE)**

- a. Review available data and consult with Owner to determine a mutually agreed upon program, schedule and preliminary construction budget.
- b. Provide analysis of Owner's needs, planning surveys, and site evaluation and comparative studies of prospective sites and solutions.
- c. Provide economic analysis of various alternatives.
- d. Prepare, for review and approval by the Owner, a report summarizing the Study and Report Services, together with Consultant's opinion of probable Project Costs and Construction Cost of the Project and provide five copies and a .pdf file for review with Owner.

e. Specific Tasks:

Task 1 – A Project Management/Project Initiation/Kickoff Meeting

Task 2 – A Acquire shop drawings/data/information from DWC –
Data will be collected using sharepoint site by CDM Smith.

Task 3 – Review shop drawings/data/information

Task 4 – Plan and conduct site visit (up to 2 days)

Task 5 – Prepare technical memo with recommended fix(es) with
supporting marked drawings

Task 6 – Review meeting with DWC

Task 7 – Finalize technical memorandum/recommendations and
resubmit to DWC

Task 8 – Indeterminate Medium Voltage Review/Support as requested
by the Commission.

2. Design Phase

125VDC Control Power Upgrades

The approach for the upgrades to the 125VDC control power is described in the CDM Smith report dated July 2025, which includes utilizing two SEL-RPM units to provide the 125VDC control power to the switchgear. CDM Smith proposes the following scope of services for the project:

- a. Meet with DWC staff to confirm the project approach related to the 125VDC control power upgrades, including quantity of new power supplies, locations for new enclosure(s), conduit routing, etc.
- b. Develop drawings for the upgrades to the 125VDC power supplies. All equipment will be specified in the drawings.
 - There will be one interim submittal one at the 90% milestone. A workshop will be held with DWC and their selected Contractor to review and discuss the documents.
- c. Provide assistance during construction.
 - CDM Smith will attend a pre-construction meeting with DWC and the Contractor.
 - CDM Smith will review shop drawing submittals, including the wiring diagrams/ panel layout for the new 125VDC power supply enclosures.
 - CDM Smith will review and respond to Contractor RFIs or questions received during construction.
 - CDM Smith will perform up to two site visits/inspections during construction.
 - CDM Smith will assist with startup/testing of the new 125VDC power supply.

3. Generator Transfer Controls Testing Phase

- a. Meet with DWC staff to discuss any specific scenarios that they want to test based on their observations during the recent power outages.
 - Develop a comprehensive, step-by-step testing plan for each scenario being tested.
 - Meet with DWC staff to review the testing plan and incorporate any comments.
 - Perform the testing on site with DWC staff. Any potential shutdowns or change in operation will be coordinated with DWC ahead of any testing.
 - It is assumed that the on-site testing will be performed over three days.

3. Panel Fabrication and Post Installation Inspection Phase

- a. *Build and furnish a quantity of two (2) Redundant Power Module Panels*
 - *Includes*
 - *Enclosures, redundant power modules, breakers, switches, fuses, relays, isolators and terminal blocks as required in drawings.*
 - *Engineering Services for control panel drawings, submittals, fabrication, and QA/QC.*
 - *Submittals and Operation and Maintenance documentation for all furnished panels.*
- b. *Post Installation Inspection (Fee Included in Allowance)*
 - *Post-installation verification services to confirm electrical installations are executed as intended, in compliance with contract documents, design intent, manufacturer recommendations, and governing codes. Services support quality assurance, and system readiness and including one (1) site visit for inspection.*
- c. *Clarifications*
 - *Scope to include fabrication and delivery to site (Chicago, IL) of the above-mentioned panels.*
 - *QAQC is included in this proposal*
 - *QAQC travel and lodging is included for durations stated in proposal.*
 - *14-working day notice is required for both Post Installation and Add Alternate field adjustments that may be needed.*
- d. *Exclusions*
 - *Any onsite installation and testing is excluded from this proposal.*
 - *Spare parts are excluded.*
 - *Coordination with vendors is excluded.*
 - *Extended warranty is excluded.*
- e. *Warranty*
 - *CDM Smith shall provide a 1-year warranty on panel components, beginning when equipment provided by CDM Smith is installed and energized.*

B. Deliverables:

- a. Consultant will develop drawings and will be developed in 2D using AutoCAD.
- 125VDC Control Power Upgrades – 90% drawings
 - 125VDC Control Power Upgrades – Bid Set drawings
 - *Redundant Power Module Panel Shop Drawings, As-Built Drawings and O&M Manuals*
 - Generator Transfer Control System Testing Plan
 - Test results and field notes from Generator Transfer Control System testing

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

Owner Approval of Shop Drawings

4. **Commencement Date:**

Effective Date of this Task Order

5. **Completion Date:**

A. Study and Report Phase: 30 days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

B. Design Phase

- Kick-off Meeting – 2 weeks following notice to proceed.
- Submission of the 90% drawings – 4 weeks following kickoff meeting.
- Submission of the Bid Set drawings – 2 weeks after receipt of comments on the 90% deliverable, and receipt of panel fabrication drawings

C. Generator Transfer Controls Testing Phase

- Kick-off Meeting – 2 weeks following notice to proceed.
- Submission of the Generator Transfer Control Testing Plan - 4 weeks following kickoff meeting.
- Submission of the test results from the Generator Transfer Control Testing – 2 weeks following completion of testing.

D. *Delivery of Redundant Power Module Panels*

- *Delivery of Panels within 12 weeks of approved fabrication drawings.*

* Schedule excludes Owner's review periods.

6. **Submittal Schedule:**

- A. *Design Report:* 16 weeks following Effective Date of this Task Order Amendment.
- B. *Redundant Power Module Panels: Delivery within 12 weeks from approval of fabrication drawings.*

7. **Key Project Personnel:**

- A. David D. Tucker, Senior Electrical Engineer
- B. Mike Kahn, Senior Electrical Engineer
- C. Amrou Atassi, Project Principal
- D. Mark Podbielski, Senior Estimator
- E. Joseph Giles, Panel Builder

8. **Contract Price:**

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

<u>Phase</u>	<u>Estimated Expense</u>
Study and Report	\$30,000
<i>Design, Construction Assistance, and Testing</i>	<i>\$74,589</i>
Indeterminate Need Allowance	\$20,000
<i>Redundant Power Module Panels (Billed as Lump Sum Amount):</i>	<i>\$69,545.72</i>
<i>Power Module Installation Inspection</i>	<i>\$12,000</i>
<i>Revised Total Estimated Expense</i>	<i>\$206,134.72</i>

9. **Payments:**

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

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone,

postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

10. **Modifications to Contract:**

None

11. **Attachments:**

None

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

The Effective Date of this Revised Task Order is February 19, 2026.

DuPAGE WATER COMMISSION

By: _____

Paul D. May, P.E.
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: R. Christopher Bostick

Title: Manager of Water Operations

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

E-mail Address: bostick@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

CDM Smith Inc.

By: _____

Amrou Atassi
Sr. Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Amrou Atassi

Title: Senior Vice President

Address: 125 South Wacker Drive, Suite 2510

E-mail Address: AtassiA@cdmsmith.com

Phone: 312-780-7706

Fax: 312-346-5228



Resolution #: R-18-26

Account: 01-60-661104

Approvals: *Author / Manager / Finance / Admin*

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 2/12/2026

Description: **A Resolution Authorizing the Execution of Task Order No. 01 for Major Maintenance at the Lexington Pump Station and Including Material and Labor Services**

Agenda Section: Engineering & Construction

Originating Department: Administration

Background

The Water Purchase and Sale Agreement with the City of Chicago was approved on March 19, 1984. The Intergovernmental Agreement Concerning the Construction, Operation, and Maintenance of Electrical Generation Facilities and Other Capital Improvements at the Lexington Pumping Station (LXPS) was approved on January 22, 2007, which created the mechanism for the DuPage Water Commission to budget for and perform Major Maintenance with remuneration by the City of Chicago, via 10% credits against future water purchases, for the Chicago portion of the Major Maintenance to be undertaken through the issuance of Task Orders. The Commission exercised its right to extend the Water Purchase and Sale Agreement with the City of Chicago on February 15, 2024, for an additional seventeen (17) years.

Pump and Motor Vibration Monitor Equipment Re-Installations

As noted in the 2023 LXPS Condition Assessment report by AECOM, the critical pump and motor system vibration analysis equipment, originally installed under Contract PSC-1 in 1988, was no longer in place within the LXPS Pump Motor Control Centers. After several discussions with Chicago staff regarding the Condition Assessment, DWC Staff solicited cost proposals from Mid-American Dynamics for the replacement of the vibration analysis equipment and raw material supply and installation services from Commission Quick Response Electrical Contractors. The cost proposals were received and forwarded to Chicago for consideration in June 2025. In December 2025, Chicago provided authorization to proceed. Since a six-month period lapsed between providing the original quotations to Chicago and their subsequent review and verbal approval, DWC sought to refresh the Mid-America Dynamics and the cost proposal from Contract QRE-10/24 from McWilliams Electric Co., Inc., which due to the changing economic and supply chain issues, a 4% vibration system cost increase has been realized. McWilliams held firm their June 2025 proposal cost.

R-18-26 seeks authorization and approval of three (3) separate but related actions:

1. DWC/DWM LXPS Task Order No. 01 attached as Exhibit 1, with DWC-Chicago Expenditure Sharing computation as shown in the table below, including a 20% contingency for unforeseen circumstances.

	Estimated Total Expenditure	DWC Portion of Expenditure	Chicago Portion of Expenditure
<u>Vibration Monitoring Equipment (Mid-America Dynamics)</u>			
HLPs 1-8	\$185,120	\$92,560	\$92,560
DWM Option LLPs 9-10	\$42,080	\$0	\$42,080
<u>Electrical Contractor Work-WAO 10.006 (McWilliams)</u>			
QRE Work HLPs 1-8, LLPs 9-10	\$76,000	\$30,400	\$45,600
Subtotal	<u>\$303,200</u>	<u>\$122,960</u>	<u>\$180,240</u>
Contingency Funding (20%)	\$60,640	\$24,592	\$36,048
Total Estimated Expense	<u>\$363,840</u>	<u>\$147,552</u>	<u>\$216,288</u>

2. The purchase of the Mid-American Dynamics Vibration Monitoring System, installation assistance and report generation services; revised Quotation 25LEXP1218_VM, Dated December 18, 2025, as a sole source provider in the amount of \$227,200, and attached as Exhibit 2, and
3. Work Authorization Order No. 10.006 of Contract QRE-10/24, as updated by McWilliams Electric Co., Inc. in the estimated amount of \$76,000, attached as Exhibit 3.

Staff are seeking approval of R-18-26 in the estimated expense not-to-exceed \$363,840 to complete the work as described above.

It is anticipated by Commission staff, the 1st Chicago Water Billing received after completion and invoicing of the work and after application of the water credit will reflect 100% repayment to DWC of the Chicago estimated expense up to \$216,288.

Recommended Motion:

To adopt Resolution R-18-26

RESOLUTION NO. R-18-26

**A RESOLUTION AUTHORIZING THE EXECUTION OF A TASK ORDER FOR
CAPITAL IMPROVEMENTS AT THE LEXINGTON PUMPING STATION
INCLUDING MATERIALS AND LABOR SERVICES**

WHEREAS, the DuPage Water Commission (the “Commission”) was formed and exists pursuant to Division 135 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-135-1 et seq.), and the Water Commission Act of 1985 (70 ILCS 3720/0.01 et seq.), for the purposes of securing an adequate source and supply of water for its customers; and

WHEREAS, the Commission operates a water system supplying a number of municipalities and other customers in DuPage County with water drawn from Lake Michigan (the “Waterworks System”); and

WHEREAS, the Commission has entered into a Water Supply Contract with the City of Chicago (the “City”) dated March 19, 1984, and extended on February 15, 2025 to purchase Lake Michigan water sufficient to meet the water supply needs of the Commission and its customers (the “Chicago Contract”); and

WHEREAS, pursuant to the Chicago Contract, the Commission constructed certain interconnection facilities between the Commission’s Waterworks System and the City’s existing water supply system, including a 12-foot diameter tunnel to connect to the City’s water tunnel system at its Central Park Avenue Pumping Station and extending westward to approximately the City of Chicago’s western limits (the “Tunnel”), and (ii) a 220 million gallon per day (mgd) pumping station, that contains a 30 million gallon reservoir, at the terminus of the Tunnel near the intersection of Central Avenue and the Eisenhower Expressway (the “Lexington Pumping Station”); and

WHEREAS, the Chicago Contract assigns responsibility for the operation and maintenance of the City-owned Lexington Pumping Station to the City; and

WHEREAS, the Chicago Contract further specifies that the Commission and the City shall share equally in the cost of operating and maintaining the Lexington Pumping Station (other than electrical, which is dependent upon water levels in the Tunnel); and

WHEREAS, the Commission and the City have determined that it is desirable to enhance the level of maintenance at the Lexington Pumping Station, and

WHEREAS, the Intergovernmental Agreement Concerning the Construction, Operation, and Maintenance of Electrical Generation Facilities and Other capital improvements at the Lexington Pumping Station as approved on January 22, 2007 (the "Maintenance IGA") provides that each Capital Improvement project shall be delineated and described in a Task Order executed by the Commission and the Chicago Department of Water Management; and

WHEREAS, the Board of Commissioners finds that there is a need to have a new vibration monitoring system (the "System") purchased and installed at the Lexington Pumping Station; and

WHEREAS, the Commission and the City are in receipt of proposals to provide and install a new System at the Lexington Pumping Station (the "Work") from McWilliams Electric Company, Inc. ("McWilliams") and the equipment for the new System from Mid-America Dynamics ("Mid-America") for a total contract amount of \$363,480.00, which amount includes a twenty percent (20%) contingency; and

WHEREAS, Commission staff has negotiated with the City the appropriate amount of the reimbursement of the electrical work being performed by McWilliams under the Maintenance IGA, with the City reimbursing the Commission \$45,600.00 of the total \$76,000.00 McWilliams contract; and

WHEREAS, the cost of the high-lift pumps under the Mid-America contract will be split equally between the City and the Commission pursuant to the Maintenance IGA; and

WHEREAS, the cost of the low-lift pumps under the Mid-America contract will be borne entirely by the City and the Commission; and

WHEREAS, the Board of Commissioners finds that it would be in the best interests of the Commission and the general public it serves to enter into Task Order No. 1, attached hereto as Exhibit 1,

to complete the Work and have the costs of the Work shared between the Commission and the City as set forth above.

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

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

SECTION TWO: Task Order No. 01 of the Maintenance IGA is hereby approved by the DuPage Water Commission.

SECTION THREE: Upon the execution of Task Order No. 1 by the City of Chicago, the Board of Commissioners hereby approves the execution of a sole source contract with Mid-American Dynamics to purchase a Vibration Monitoring System and related labor service for the Lexington Pump Station high-lift and low-lift pumps and motors pursuant to a contract attached hereto as Exhibit 2.

SECTION FOUR: Upon execution of the Task Order No. 1 by the City of Chicago, the Board of Commissioners hereby approves or ratifies, if already issued, the execution of Work Authorization Order No 10.xxx with McWilliams Electrical Co., Inc., attached hereto as Exhibit 3, because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff, that the circumstances necessitating the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed, and the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

SECTION FIVE: The General Manager is authorized to take whatever steps necessary to effectuate the execution of the Work pursuant to Exhibits 1, 2 and 3 attached hereto.

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honing, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2026/R-18-26.docx

EXHIBIT 1

EXHIBIT 2

EXHIBIT 3

In accordance with Section 2G of the Intergovernmental Agreement Concerning the Construction, Operation, and Maintenance of Electrical Generation Facilities and Other Capital Improvements at the Lexington Pumping Station between the DuPage Water Commission (the "Commission" or "DWC") and the City of Chicago Department of Water Management ("DWM"), dated January 22, 2007 (the "Agreement"), the Commission and the City agree as follows:

1. **Project Title:**

Re-Installation of Vibration Monitoring Equipment and Ancillary Devices at Lexington Pump Station (LXPS).

2. **Project Description:**

- a. Supply of Vibration Monitors and Accelerometers by Mid-America Dynamics per quotation #25LEXP1218_VM dated December 18, 2025, for High Lift Pumps (HLP) 1-8.
 - i. Includes the option for Low Lift Pumps (LLP) 9-10 as delineated in the December 18, 2025, Mid-America Dynamics proposal.
- b. The Commission's Quick Response Electrical (QRE) Contractor (McWilliams Proposal Dated December 18, 2025) will provide necessary enclosures, raceways, cables and terminations; install accelerometers, vibration monitors within enclosures and provide 120v power supply from existing lighting panel to Vibration Monitors.
 - i. If using existing conduits and raceways as they exist is not feasible due to congestion or other, additional costs for new conduits, raceways or replacement cables and conductors will be at an additional cost, to be determined by a Potential Change Order.
 - ii. The work DOES NOT include cabling, conductors or terminations from the VM-5 Vibration Analysis Monitors to LXPS MCC-A or MCC-B protective relays or providing cabling, conductors or terminations from the VM-5 Vibration Analysis Monitors to DWM LXPS SCADA. This work is to be undertaken solely by DWM.
- c. Mid-America Dynamics will provide support to the installers and commission the system and provide LXPS engineering staff with reports as per their proposal dated December 18, 2025.

3. **Commencement Date:**

Upon issuance of Notice to Proceed by the Commission and the City.

4. **Completion Date:**

August 31, 2026. (Vibration Equipment Lead Time is 12-14 weeks after receipt of order)

5. **Cost Sharing:**

The cost sharing is based upon the following conditions:

- a. The cost percentage of the work dedicated to serving HLPs 1-8, including enclosures, raceways, cables and terminations; install accelerometers, vibration monitors within enclosures and provide 120v power supply from existing lighting panel to Vibration Monitors shall be 50% DWC / 50% DWM.

- b. The cost percentage of the work dedicated to serving LLPs 9-10, including raceways, cables and terminations; providing and installing accelerometers and vibration monitors shall be 100% the expense of DWM.
- c. All capital outlay by DWC will be remunerated under the following payment schedule:
 - All funds expended by DWC related to HLPs 1-8 will be reimbursed as per the terms and conditions of the January 22, 2007, agreement; 10% credit to DWM monthly water commodity purchases until such debt is satisfied.
 - All funds expended by DWC related to LLPs 9-10 will be reimbursed at 100% credit to the 1st DWM monthly water commodity purchase after project completion.

	Estimated Expenditure	DWC Portion	DWM Portion
<u>Vibration Monitoring Equipment</u>			
HLPs 1-8	\$185,120	\$92,560	\$92,560
DWM Option LLPs 9-10	\$42,080	\$0	\$42,080
<u>Electrical Contractor Work</u>			
QRE Work HLPs 1-8, LLPs 9-10	\$76,000	\$30,400	\$45,600
Subtotal	\$303,200	\$122,960	\$180,240
Contingency Funding (20%)	\$60,640	\$24,592	\$36,048
Total Estimated Expense	\$363,840	\$147,552	\$216,288

6. **Modifications to Agreement:**

None

7. **Attachments:**

- a. Mid-America Dynamic proposal dated 12/18/2025
- b. Quick Response Electrical Contractor Proposal of 12/18/2025

Approval, Acceptance, and Agree To: The Commission and DWM accept, approve, and agree that this DWC/DWM LXPS Task Order No. 01 effective February 20, 2026, including the attachments listed above, meets the terms and conditions of Section 2 of the Intergovernmental Agreement Concerning the Construction, Operation, and Maintenance of Electrical Generation Facilities and Other Capital Improvements at the Lexington Pumping Station between the DuPage Water Commission and the City of

Chicago Department of Water Management, dated January 22, 2007, and that this Task Order shall be incorporated as part of the Agreement as if fully set forth therein.

The Effective Date of this Task Order is February 20, 2026.

DUPAGE WATER COMMISSION

By: _____
Paul D May, P.E.
General Manager
Date: _____

CITY OF CHICAGO

By: _____
Randy Conner-Commissioner
Chicago Department of Water Management
Date: 1/27/26



McWilliams Electric Company

CONTRACTING ELECTRICAL ENGINEERS

1401 RODENBURG ROAD SCHAMBURG, ILLINOIS 60193-3532

PHONE NUMBER (847) 301-2600 FAX NUMBER (847) 301-2688



PROPOSAL

DuPage Water Commission
600 E Butterfield Road
Elmhurst, IL 60126
Attn: Chris Bostick

Date: December 18, 2025
REVISED from 6-9-2025
Re: Lexington Pump Station
5555 W Lexington Avenue
Chicago, IL 60644
Vibration Analyzer System
1155p068-joel-revision1.doc

Dear Chris,

The undersigned proposes to furnish all materials and perform all labor necessary to complete the following:

Electrical Scope

1. Demo existing cabling.
2. Furnish and install (1) NEMA 4x Cabinet.
3. Install (2) owner provided VM-5H3 series monitors.
4. Furnish and install conduit from existing MCC's to new NEMA 4x Cabinet.
5. Furnish and install conduit and wire from existing panelboard B-UPS-1 to new NEMA 4x Cabinet.
6. Furnish and install (2) dedicated receptacles for the VM-5H3 series monitors.
7. Furnish and install new cable from the new NEMA 4x Cabinet to the (10) pumps.
8. Furnish and install terminal strips.
9. Make all terminations.
10. Provide all labeling.
11. Provide labor to install (30) owner provided IRD 544M Probes.

Notes

1. The proposal figures to reuse the existing conduits from the MCC down to the motors.
2. The proposal figures to use spare breakers in panelboard B-UPS-1.

Exclusion

1. Bonds.
2. Allowances.
3. Taxes.
4. Permit fees.
5. Inspection fees.
6. Premium time.

Disclaimer:

THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, McWilliams Electric will use its best efforts to staff and supply this project to be able to hit the scheduled completion date but reserves its right to seek an excusable extension of time if McWilliams Electric or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed McWilliams Electric, we intend to seek additional costs associated with the suspension.

For the sum of: **Seventy-Six Thousand Dollars & 00/100's**
\$76,000.00

All of the above work to be completed in a substantial and workmanlike manner according to standard practices during a normal 40 hour work week. Payment to be made within 30 days of regular monthly invoices with a 1 1/2% late charge applied to all late payments. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. The McWILLIAMS ELECTRIC CO., INC. agrees to carry Workmen's Compensation and Public Liability Insurance, also to pay all Sales Taxes, Old Age Benefit and Unemployment Compensation Taxes upon the labor and material furnished under this contract, as required by the United States Government and the State in which this work is performed.

Thank you for the opportunity to bid this work, NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Respectfully submitted,

SIGNED: Joe Labek
Joe Labek, Project Manager

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

DATE _____ 20 _____

SIGNED: _____
Title _____

"Established nineteen-hundred twenty-two"

December 18, 2025

Quote:25LEXP1218_VM

To: Chris Bostick, DuPage Water

From: Mark Smith, Mid-America Dynamics

Re: Vibration Monitors for Water Pumps 1 – 8 at Lexington Pumping Station

As a follow up to your recent email, I have outlined the hardware and service costs to support the installation of two new vibration monitors and twenty-four new vibration probes on Water Pumps 1 – 8 at DuPage Water's Lexington Pumping Station in Chicago, IL.

An Optional Adder for Pumps 9 & 10 is also included in this proposal.

BASE SYSTEM HARDWARE

Two new Shinkawa VM-5 Monitors and twenty-four new IRD 544M Probes will be provided to measure vibration on Pumps 1 -8. Three vibration measurements will be made on each of the eight machines.

The VM-5 Monitor displays readings in bar and digital format, has 4-20 ma outputs that will be sent to the SCADA system for trending, and has programmable relays that can be used for future alarming or shutdown. Additional information on the Shinkawa VM-5 Monitor is included in the attached data sheet.

The VM-5 Monitors proposed for the Lexington Station are the same that Mid-America Dynamics installed at DuPage Water's Elmhurst Station in 2015. A picture of one of the VM-5s is shown below.



Picture 1 – One of the VM-5 Monitors installed at DuPage Water's Elmhurst Station

The Bill of Materials for hardware on Pumps 1 - 8 is presented in the tables below.

VM-5 Monitoring System - Rack 1		
Qty	Part #	Description
1	VM-5H4-0	19" Monitor Rack - 8 Modules
1	VM-5Z5	Power Supply - 85-264 AC
1	VZ-53	Blank Panel, Front for VM-5P
1	VZ-54	Blank Panel, Rear for VM-5P
6	VM-5U-C99X22/RMS/ISO/Z20/	Dual Channel Radial Vibraton - Velocity Probe Input with (/RMS) Rectification, 4-20ma isolated outputs (/ISO), 544 Probe, 1 In/S Peak Scale
6	VM-5Y3	Relay Module, 3 Relays/CH (DAN, ALT, OK), IRD 544
2	VZ-51	Blank panel (Front)
2	VZ-52	Blank panel (Rear)
1	VZ-57	Panel Mount Clamps
12	E09712	IRD 544M Velocity Probe
4	E10140	Magnetic Shield for 544Ms used on Motors
12	CB103-A2A-020-Z	Cables for 544M Probes, 20', Mil-Std 2-pin to blunt cut

VM-5 Monitoring System - Rack 2		
Qty	Part #	Description
1	VM-5H4-0	19" Monitor Rack - 8 Modules
1	VM-5Z5	Power Supply - 85-264 AC
1	VZ-53	Blank Panel, Front for VM-5P
1	VZ-54	Blank Panel, Rear for VM-5P
6	VM-5U-C99X22/RMS/ISO/Z20/	Dual Channel Radial Vibraton - Velocity Probe Input with (/RMS) Rectification, 4-20ma isolated outputs (/ISO), 544 Probe, 1 In/S Peak Scale
6	VM-5Y3	Relay Module, 3 Relays/CH (DAN, ALT, OK), IRD 544
2	VZ-51	Blank panel (Front)
2	VZ-52	Blank panel (Rear)
1	VZ-57	Panel Mount Clamps
12	E09712	IRD 544M Velocity Probe
4	E10140	Magnetic Shield for 544Ms used on Motors
12	CB103-A2A-020-Z	Cables for 544M Probes, 20', Mil-Std 2-pin to blunt cut

BASE SYSTEM INSTALLATION SUPPORT SERVICES

Mid-America Dynamics will provide offsite and onsite services to support the installation of the new hardware as outlined in Tasks 1 - 6.

Task 1 – Hardware Purchase & Assembly

Mid-America Dynamics will purchase, assemble, and test the vibration hardware prior to delivering it to the job site.

Task 2 – Electrical Drawings

Mid-America Dynamics will provide electrical drawings for the new VM-5 Monitors and probes.

Task 3 – Technical Installation Support

Mid-America Dynamics will provide onsite technical support to the electrical contractor, review the electrical drawings, and answer any questions on wiring and installation. Note that DuPage Water (and/or their contractor) will be responsible for SCADA programming and for all electrical work.

Task 4 – VM-5 Monitor Loop Checks & Installation of New 544M Vibration Probes

Once the new VM-5 Monitors have been wired and the SCADA programming has been completed, Mid-America Dynamics will install the new 544 Vibration Probes, provide onsite assistance with loop checks, and verify responses on the VM-5 Monitors and the SCADA displays.

Task 5 – System Commissioning

During normal operation of the pumps, Mid-America Dynamics will provide onsite verification of the operation and response of the new probes and VM-5 Monitors.

Task 6 – Vibration Analysis & Reporting

During normal operation of the pumps, Mid-America Dynamics will acquire supplemental data from the machines using portable instrumentation. Overall vibration and high-resolution spectral data will be acquired in the X, Y, and Z axis on each of the motor and pump bearings. The supplemental data will be presented in a formal report that includes notable findings and recommendations. This data will also be stored in our computer database for future trending and comparison.

BASE SYSTEM COST FOR EIGHT PUMPS

The Base System Hardware and Installation Support Service costs for Pumps 1 - 8 are summarized below:

Base System Hardware for Pumps 1 - 8	\$120,210 + shipping + taxes
<u>Base System Support Services for Pumps 1 - 8</u>	<u>\$ 64,910</u>
BASE SYSTEM HARDWARE & SERVICE	\$185,120 + shipping + taxes

OPTIONAL ADDER COST FOR TWO ADDITIONAL PUMPS

The VM-5 Monitors in the Base System would each have room for two additional two-channel cards. Should DuPage Water choose to add vibration monitoring of Pumps 9 and 10 to the Base System, the cost adders would be:

Optional Adder – Hardware for Pumps 9 - 10	\$ 30,674 + shipping + taxes
<u>Optional Adder – Support Services for Pumps 9 - 10</u>	<u>\$ 11,406</u>
OPTIONAL ADDER HARDWARE & SERVICE	\$ 42,080 + shipping + taxes

The billing milestones for this project are summarized below.

35%	Upon Receipt of PO
10%	Upon Submittal of Electrical Drawings
35%	Upon Delivery of System Hardware (plus shipping & taxes)
10%	Upon Completion of Site Visit 1 (Task 3)
10%	Upon Completion of Loop Checks (Task 4)

ORDER INSTRUCTIONS

The purchase order should be directed to:

Mid-America Dynamics, Inc.
5403 Patton Drive
Suite #211
Lisle, IL 60532
Email: orders@madynamics.com

Note 1: *All Terms and Conditions of Sale would be in accordance with Mid-America Dynamics 2026 Rate Sheet. Prices are valid for 60 days and do not include taxes or shipping cost. Pricing assumes that all hardware and onsite services would be provided in 2026.*

Note 2: *Support Services for the Base System offering on Pumps 1 – 8 includes up to 15 man-days of onsite support for Tasks 3 - 6. For the Optional Adder for Pumps 9 & 10, an additional 2 man-days of onsite support are included. Onsite work outside this scope would be invoiced on a T&M basis in accordance with our current Rate Sheet.*

I am looking forward to working with you on this project. Please contact me if you have any questions.

Mark Smith, P.E.

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-10/24: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-10.006

LOCATION:

Lexington Pump Station, 5555 West Lexington Ave., Chicago Illinois

CONTRACTOR:

McWilliams Electric Company, Inc.

DESCRIPTION OF WORK:

1. Provide and install enclosures, conduits, raceways, cabling, conductors and perform terminations for a new vibration monitoring system, supplied by others, as per proposal 1155p068-joel-revision1, dated December 18, 2025.

REASON FOR WORK:

To work with DWC, the City of Chicago, and DWC vendors to provide a fully functional vibration monitoring system for the Lexington Pump Station.

MINIMUM RESPONSE TIME:

N/A

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

Vibration monitors and vibration sensing devices

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

☐ IS ☒ IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

Proximity to Energized Medium Voltage Switchgear

SUBMITTALS REQUESTED:

Fabricated Enclosure to house the Vibration Monitors.

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

Details of Equipment to be Provided by DWC.

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

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

DATE: February 20, 2026



Resolution #: R-19-26

Account: As Assigned by Task Order

Approvals: *Author / Manager / Finance / Admin*

AS JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 2/12/2026

Description: **A Resolution Approving and Ratifying a First Amendment to Task Order No. 02 Under a Master Services Agreement with Jacobs Associates dba Delve Underground and Authorization of Additional Work Under Task Order No. 02**

Agenda Section: Engineering & Construction

Originating Department: Engineering

The Commission entered into a Master Services Agreement with Jacobs Associates, dba Delve Underground, dated January 15, 2026, for professional consultation services in connection with various projects as they arise.

On January 15, 2026, the Commission also approved R-10-26, Task Order Nos. 01 and 02, with Delve Underground for consultation services in connection with various projects involving proposed conflicting work by others. The Work authorized under Task Order No. 02 – IL 56 (Butterfield Road) Widening ComEd Duct Bank Pipe Ramming – Impact Assessment and Construction Recommendations for Existing 54-inch Southwest Transmission is complete with funds remaining. To utilize this remaining funding for additional various projects as they arise, Resolution R-19-26 would approve the First Amendment to R-10-26, revising Task Order No. 02 to be used for Indeterminate Needs as they arise.

First Amendment to Task Order No. 02 – Indeterminate Pipeline Conflict Review

The Commission regularly receives engineering plans for work in proximity to Commission infrastructure. In the majority of these cases, Commission staff is able to coordinate a response that provides adequate protection for Commission facilities. However, in some instances, the potential for conflict(s) or substantial nature of the work dictates that the Commission would benefit from seeking support from more experienced experts from the consulting field on an as-needed basis.

As such, Staff has determined that it would be prudent to continue engaging with Delve Underground for this type of work. By authorizing this resolution, the funding previously approved as part of Task Order No. 02 (\$30,000) would be available for any pipeline conflict reviews as deemed necessary by Commission staff.

One such case recently arose and, in an effort to expedite the Commission's response and ensure adequate protection measures were in place prior to the contractor beginning work, the engineering review by Delve was initiated prior to receiving Board Approval; therefore, this action will ratify that determination.

Recommended Motion:

To adopt Resolution R-19-26.

RESOLUTION NO. R-19-26

A RESOLUTION APPROVING A FIRST AMENDMENT TO TASK ORDER NO. 02 UNDER A MASTER SERVICES AGREEMENT WITH JACOBS ASSOCIATES dba DELVE UNDERGROUND

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the Commission desires to obtain from time to time, and Jacobs Associates dba Delve Underground, a corporation organized and existing under the laws of Illinois ("Consultant"), desires to provide from time to time, professional engineering services in connection with the study of projects as delineated by the Commission; and

WHEREAS, for ease of administration, the Commission and Consultant desire to enter into a master contract setting forth the terms and conditions pursuant to which the Commission will obtain from time to time, and Consultant will provide from time to time, professional engineering services for such discrete projects as are delineated and described in Task Orders to be approved by the Commission and Consultant; and

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

WHEREAS, pursuant to Resolution No. R-10-26, the Commission approved Task Order No. 02 to the Master Contract for Professional Consultation Services for the DuPage Water Commission; and

WHEREAS, the Commission and Consultant desire to amend Task Order No. 02 to the Master Contract to utilize the remaining funds authorized under Task Order No. 02 for the purpose of reviewing such additional discrete projects, the Board of Commissioners of the DuPage Water Commission hereby finding and determining, based upon the representations of Staff and Consultant that the circumstances said to necessitate the changes were not reasonably foreseeable at the time Task Order No. 02 was signed, the changes germane to the Task Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and

WHEREAS, the Consultant has approved the First Amendment to Task Order No. 02 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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

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

SECTION TWO: The First Amendment to Task Order No. 02 attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of Staff and the Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THS _____ DAY OF _____, 2026

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/R-19-26.docx

EXHIBIT 1

FIRST AMENDMENT TO TASK ORDER NO. 02

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission (“Owner”) and Jacobs Associates dba Delve Underground (“Consultant”), for Professional Engineering Services dated as of the 16th day of January, 2026 (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

Section 1 entitled “Project” of Task Order No. 02 shall be amended in its entirety so that said Section 1 shall hereafter be and read as follows:

“Indeterminate professional consultation services for such discrete projects as they arise.”

2. **Services of Consultant:**

Section 2 entitled “Services of Consultant” of Task Order No. 02 shall be amended in its entirety that said Section 2 shall hereafter be and read as follows:

“Delve Underground will provide DWC the following professional services for each discrete project as requested:

- Project Management:
 - o Meetings, as required, for each discrete project and shall include but not be limited to meetings with DWC, Contractors, and/or other project stakeholders
 - o Site visit(s), as requested.
 - o Monthly Reporting and Invoicing
 - o Quality Control and Assurance
- Review of Background Information:
 - o Review available geotechnical reports for each discrete project, if available
 - o Review as-built information for existing transmission mains
 - o Review of proposed improvement(s) in proximity to Commission infrastructure
 - o Review of communications with project stakeholders and recommendations for data requests
- Development of Water Main Impact Assessment Memorandum:
 - o Summary of understanding of existing conditions and anticipated construction methodology based on review of Owner provided documents
 - o Assessment of vibration related impacts to the existing water main, if applicable
 - o Assessment of potential load transfer, direct impacts, loss of confinement, or settlement to the existing water main
 - o Summary of findings
 - o Recommendations for construction mitigation, monitoring, including instrumentation, monitoring frequency, and proposed action levels.

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

None
4. **Commencement Date:**

February 20, 2026
5. **Completion Date:**

N/A
6. **Submittal Schedule:**

N/A
7. **Key Project Personnel:**

Daniel Ebin
Sam Swartz
8. **Contract Price:**

Direct Staff Rates with a 3.1 multiplier, but not to exceed \$30,000.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.
9. **Payments:**

For purposes of payments to Consultant, the value of the Services under this Task Order shall be determined as follows: Monthly Billing
10. **Special Safety Requirements:**

None.
11. **Modifications to Contract:**

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.
12. **Attachments:**

None

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

The Effective Date of this Task Order is February 19, 2026.

DuPAGE WATER COMMISSION

By: _____
Paul D. May, P.E.
General Manager

DWC DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: R. Christopher Bostick
Title: Manager of Water Operations
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address: bostick@dpwc.org
Phone: (630) 834-0100
Fax: (630) 834-0120

JACOBS ASSOCIATES dba DELVE UNDERGROUND.

By: _____

Name: Brad Murray, P.E.
Title: Vice President, Midwest Region

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Daniel Ebin, P.E.
Title: Senior Associate
Address: 123 N Wacker Dr., Chicago, Illinois 60606
E-mail Address: ebin@delveunderground.com
Phone: (312) 535-0347



Resolution #: R-20-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

AS JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 2/12/2026

Description: **Award of a Contract for the Construction of the West Feeder Main From Harvey Road to Collins Road (Contract FW-1/25 Section 1)**

Agenda Section: Engineering & Construction

Originating Department: Engineering

WaterLink design efforts continue to progress with the goal of having all bids for each of the eleven pipeline construction packages, along with another for the construction of the meter stations, advertised by the end of Q1 2026.

The first six construction packages, TW-6/25 Sections 1, 2A, 2B, 2C, 3A and 3B, were bid with contracts awarded by the Board in late 2025 and early 2026. The first feeder main segments of the project, consisting of 36" pipeline, were advertised in late 2025 with bids opening in early February. These sections are referred to as FW-1/25 Sections 1 and 2.

FW-1/25 Section 1 consists of approximately 4.7 miles of 36" pipeline in Oswego, from Harvey Road to a point just north of Collins Road. The bid opening was held on February 3rd, with a total of six bids received. The list of bidders and their bids can be seen in the table below:

BID ALTERNATES	Alternate A (36-inch Steel) Total Bid Price	Alternate B (36-inch PCCP) Total Bid Price	Alternate C (36-inch Ductile Iron) Total Bid Price
Austin Tyler Construction, Inc.	-	-	\$35,369,674.00
Oswego Group Joint Venture	-	-	\$37,555,786.00
Bolder Contractors, LLC	\$31,509,484.20	\$29,256,404.20	\$35,182,984.20
Precision Infrastructure, LLC	-	-	\$37,138,968.00
Pipes "R" Us	-	-	\$37,000,000.00
John Neri Construction Company, Inc.	\$31,267,073.50	-	-

Based on the results of the bid opening, installation of 36-inch PCCP has been identified as the desirable alternative, with Bolder Contractors, LLC (Bolder) identified as the lowest responsible bidder for FW-1/25 Section 1 with a submitted bid of \$29,256,404.20.

Resolution R-20-26 would approve a contract with Bolder for the construction of the FW-1/25 Section 1 Project in the amount of \$29,256,404.20.

Commission Staff has previously worked with Bolder and found them to be an agreeable and efficient contractor. Additional references were also contacted, with only positive feedback received.

Recommended Motion:

To adopt Resolution R-20-26.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-20-26

A RESOLUTION AWARDING A CONTRACT FOR THE CONSTRUCTION OF
THE FW-1/25 SECTION 1 CONTRACT

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the Village of Montgomery (“Montgomery”), the Village of Oswego (“Oswego”) and the United City of Yorkville (“Yorkville”) (Oswego, Montgomery and Yorkville are collectively referred to herein as the “Municipalities”) desire to supply Lake Michigan water to their residents by connecting to the Commission’s waterworks system;

WHEREAS, the Commission and the Municipalities previously entered into intergovernmental agreements related to the funding of the required connection facilities; and

WHEREAS, pursuant to Article VIII, Section 5 of the Commission’s By-Laws, the DuPage Water Commission (the “Commission”) invited proposals for the Construction of the FW-1/25 Section 1 Contract; and

WHEREAS, bids for Contract FW-1/25 Section 1 were received on February 3, 2026; and

WHEREAS, the Commission has reviewed the proposals received and determined that the proposal by Bolder Contractors, LLC (Bolder) was the most favorable to the interests of the Commission; and

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

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

SECTION TWO: The Board of Commissioners of the DuPage Water Commission hereby approves the Contract for the Construction of the FW-1/25 Section 1 Project in the amount of \$29,256,404.20, attached hereto as Exhibit A, conditioned upon the receipt of all contractually required documentation, and authorizes the Chairman to execute the agreement on behalf of the DuPage Water Commission and to take whatever steps necessary to effectuate the terms of said agreement.

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2026/R-20-26.docx

EXHIBIT A

DuPage Water Commission

Contract for the Construction of

West Feeder Main

From Harvey Road to Collins Road

Contract FW-1/25 Section 1



VOLUME I

CONTRACT DOCUMENTS

DuPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
CONTRACT FW-1/25 SECTION 1

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2. Contractor's Certification
3. Schedule of Prices
4. General Conditions of Contract
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6. Contract Drawings
7. Specifications
8. Form of Performance Bond
9. Form of Labor and Material Payment Bond
10. Form of Maintenance/Warranty Bond
11. Addenda Nos. **1 and 2**

**CONTRACT AGREEMENT BETWEEN
DuPAGE WATER COMMISSION
AND
BOLDER CONTRACTORS, LLC
FOR THE CONSTRUCTION OF
CONTRACT FW-1/25 SECTION 1**

CONTRACT AGREEMENT BETWEEN
DUPAGE WATER COMMISSION
AND
BOLDER CONTRACTORS, LLC
FOR THE CONSTRUCTION OF
CONTRACT FW-1/25 SECTION 1

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CONTRACT AGREEMENT BETWEEN
DUPAGE WATER COMMISSION
AND
BOLDER CONTRACTORS, LLC
FOR THE CONSTRUCTION OF
CONTRACT FW-1/25 SECTION 1

THIS CONTRACT AGREEMENT, made as of this **19th** day of **February, 2026** by and between the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a public corporation, and **Bolder Contractors, LLC**.

WITNESSETH:

In consideration of the mutual promises contained in this Contract Agreement, it is agreed by and between Owner and Contractor as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete at the Work Site and in the manner described and specified in this Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the design, if any, construction, and installation of the **Contract FW-1/25 Section 1** improvements together with related attachments, equipment, and appurtenances thereto.

2. Permits. Unless otherwise stated in the Special Conditions of Contract, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract.

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6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith.

1.2 Contract Documents

The Contract Documents consist of the following component parts, all of which are attached to this Contract Agreement and are, by this reference, made a part of this Contract Agreement as though fully set forth herein:

1. Contractor's Certification;
2. Schedule of Prices;
3. General Conditions of Contract;
4. Special Conditions of Contract;
5. Contract Drawings;
6. Specifications;
7. Form of Performance Bond;
8. Form of Labor and Material Payment Bond; and
9. Addenda Nos. **1 and 2**.

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

1.3 Interpretation of Contract Documents

A. Definitions. Whenever used in this Contract Agreement or in the Contract Documents:

1. General Definitions. Except for the terms specially defined in Paragraph 1.3A2 below, all capitalized terms shall have the meanings given to them in Article VII of the General Conditions of Contract.

2. Special Definitions. The following capitalized terms shall have the following meanings:

a. Contractor. The Person first identified above with whom Owner has executed this Contract Agreement and its duly authorized officers, employees, agents, and representatives.

b. Engineer. Burns & McDonnell Engineering Company Inc., Arcadis US, Inc., Christopher B. Burke Engineering, Ltd. (CBBEL), Stanley

CONTRACT AGREEMENT

Consultants, Inc., Lockwood, Andrews and Newnam, Inc. (LAN), Robinson Engineering, Ltd. (REL), or such additional or different Person as Owner may from time to time designate in writing to perform any or all of the functions of the Engineer under this Contract as well as the duly authorized officers, employees, agents, and representatives of any such Person.

c. Owner. The DuPage Water Commission and its duly authorized officers, employees, agents, and representatives.

d. Work. All matters described, exhibited, contemplated, implied, or embraced in this Article I of this Contract Agreement and in Article I of the General Conditions of Contract, including all risks and changes in the Work that Contractor is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time, and all matters described, exhibited, contemplated, implied, or embraced in any Change Order issued pursuant to Section 2.1 of the General Conditions of Contract.

e. Work Site. Along Collins Road from Minkler Road to Douglas Road, along Douglas Road to Polo Crossing development, along Wolf's Crossing Road, through Oswego East High School (OEHS), along Harvey Road to south limit of ComEd corridor.

f. Owner's Representative. Individual or firm appointed to or assigned by Owner to be its on-site representative under this Contract, to exercise certain power on behalf of the Owner and Engineer and to undertake certain contract administration activities as specifically outlined in the Contract Agreement.

B. Rules of Interpretation. This Contract shall be interpreted so that:

1. Requirements Cumulative. Each requirement imposed on Contractor shall be cumulative of every other requirement imposed on Contractor, and any Work required to be performed by any one component part of this Contract shall be performed to the same extent as if required by all component parts of this Contract.

2. Details to be Assumed. The Work shall be provided, performed, and completed in every detail whether or not every item of detail is particularly set forth in the Contract Documents, including work reasonably inferable from the Contract Documents.

3. Priority of Contract Provisions. In the event of a discrepancy, error, omission, ambiguity, or conflict in the application or interpretation of any of the provisions of this Contract, the terms of this Contract Agreement and of the General Conditions of Contract shall govern over the terms and provisions of all other Contract Documents.

CONTRACT AGREEMENT

4. Engineer's Interpretation. Subject to Paragraphs 1.3B1, B2, and B3 above, Engineer shall determine which provision or provisions of this Contract Agreement and the Contract Documents best promotes or promote the overall objectives, and best fulfill the intents and purposes, of this Contract, and such provision or provisions shall govern. Such determination of Engineer shall be final.

C. Contractor's Duty to Report Discrepancies. Contractor shall carefully review this Contract Agreement and each of the Contract Documents before performing the Work, and each part thereof, and shall promptly call to the attention of Engineer any discrepancy, error, omission, ambiguity, or conflict that may exist among any of the component parts of this Contract or among any of the provisions of any one of such component parts before proceeding with any part of the Work affected by such discrepancy, error, omission, ambiguity, or conflict. Contractor shall be responsible for all corrective Work required resulting from Contractor's failure to give such notice and shall bear all damages and costs associated therewith, arising therefrom, or resulting from such matters first discovered during the progress of the Work, including, but not limited to, damages or costs resulting from, arising out of, or in any way related to, increases in time-related costs; increases in costs of labor, equipment, materials, or supplies; costs of additional personnel; costs of additional equipment; costs of additional premium time for personnel or equipment; lower labor productivity; lost profits or alternative income; effects on other contracts; and costs of demobilization and remobilization. Information pertaining to subsurface, underground or other concealed conditions or obstructions, soils analysis, borings, test pits, buried structures, utility locations or conditions, conditions of existing structures, and similar site information or data and other investigations shown or indicated on the Contract Drawings, provided by Owner or Engineer, or otherwise made available to Contractor is not part of this Contract and, therefore, any discrepancy, error, omission, ambiguity, or conflict in such site information or data does not constitute a discrepancy, error, omission, ambiguity, or conflict in this Contract.

ARTICLE II **CONTRACT TIME**

2.1 Commencement Date

Contractor shall commence the Work immediately upon execution of this Contract Agreement by Owner.

2.2 Completion Date

Contractor shall diligently and continuously prosecute the Work from the Commencement Date at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with, and as required by or pursuant to, this Contract. The Work shall be completed in full compliance with this Contract, not later than:

FW-1/25 Section 1: 600 days following the Commencement Date.

FW-1/25 Section 2: 600 days following the Commencement Date.

CONTRACT AGREEMENT

FW-1/25 Sections 1 + 2 Combined: 660 days following the Commencement Date.

2.3 Time of the Essence

The time of commencement, rate of progress, and time of completion are of the essence of this Contract.

ARTICLE III CONTRACTOR'S WARRANTIES AND REPRESENTATIONS

3.1 Warranties and Representations

In order to induce Owner to enter into this Contract, Contractor hereby warrants and represents to Owner as follows:

A. Review of Contract. Contractor has carefully examined, reviewed, and accepted this Contract Agreement and all of the Contract Documents prior to submission of its Bidder's Proposal and execution of this Contract and there are no discrepancies, errors, omissions, ambiguities, or conflicts in this Contract that are material to Contractor's provision, performance, or completion of the Work, the Contract Price or the Contract Time that have not already been clarified in writing by Owner to the satisfaction of Contractor. For claims based upon discrepancies, errors, omissions, ambiguities, or conflicts in this Contract, Contractor shall hereafter have no claim for payment or compensation in excess of the Contract Price based upon discrepancies, errors, omissions, ambiguities, or conflicts in this Contract. Contractor shall be entitled only to a possible extension of the Contract Time, if applicable, as provided in this Contract and then only in those cases where Contractor can show that such discrepancies, errors, omissions, ambiguities, or conflicts (1) could not have been discovered by Contractor prior to execution of this Contract or prior to the performance of any of the Work affected by such discrepancy, error, omission, ambiguity, or conflict and (2) has caused an unavoidable delay. Information pertaining to subsurface, underground or other concealed conditions or obstructions, soils analysis, borings, test pits, buried structures, utility locations or conditions, conditions of existing structures, and similar site information or data and other investigations shown or indicated on the Contract Drawings, provided by Owner or Engineer, or otherwise made available to Contractor is not part of this Contract and, therefore, shall not constitute the basis for claims based upon discrepancies, errors, omissions, ambiguities, or conflicts in this Contract.

B. Investigation of Work Site. Contractor has had a sufficient opportunity to conduct a thorough inspection and investigation of the Work Site and the surrounding area and has completed such inspection and investigation to its satisfaction. Contractor has included in the Contract Price allowances and contingency amounts for difficulties or obstructions that may arise or be encountered in the performance of the Work, including without limitation adverse weather conditions, equipment breakdowns, subsurface, underground or other concealed conditions or obstructions, buried structures,

CONTRACT AGREEMENT

utility locations or conditions, adverse soil conditions, and changed site conditions due to work by other contractors, and Contractor hereby waives all claims for, and hereafter shall have no claim for, payment or compensation in excess of the Contract Price based upon such difficulties or obstructions, or conditions at the Work Site or in the surrounding area except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract. Contractor is responsible for dealing with conditions found at, and in the vicinity of, the Work Site, including subsurface, underground or other concealed conditions or obstructions, buried structures, utility locations or conditions, adverse soil conditions, changed conditions due to work by other contractors, and similar site conditions without any equitable adjustment in the Contract Price except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract.

C. Authorization; Enforceable Obligations. This Contract constitutes the legal, valid, and binding obligation of Contractor, is fully enforceable against Contractor in accordance with its terms, will not violate any judgment, Law, or organizational or operating document and will not cause or constitute a default under any contractual obligation of Contractor or any lien, charge, encumbrance, or security interest upon any assets of Contractor.

D. Contractor's Certification. All the facts and information submitted by Contractor in connection with this Contract and its procurement are true and correct in all respects and, in particular, the statements contained in Contractor's Certification are true and correct.

E. Technical Ability to Perform. Contractor is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform, and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

F. Financial Ability to Perform. Contractor is financially solvent, and Contractor has the financial resources necessary to provide, perform, and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

G. Time. Contractor is ready, willing, able, and prepared to begin the Work on the Commencement Date and the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

H. Acceptance of Allocation of Risks and Changes. Contractor acknowledges and agrees that risks are inherent in the Work of this Contract and changes are to be expected. Contractor acknowledges that this Contract contains specific allocations of responsibility for such risks and changes. Contractor acknowledges, agrees to, and accepts such risks and changes that are allocated to it and that Contractor

CONTRACT AGREEMENT

is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time.

I. No Collusion. The only Persons interested in this Contract as principals are those disclosed as such in the Bidder's Sworn Acknowledgment submitted to Owner by Contractor, and this Contract is made without collusion with any other Person.

J. No Default. Contractor is not in arrears to Owner upon any debt or contract and is not a defaulter as surety, contractor, or otherwise to any Person.

K. Not Barred. Contractor is not barred by law from contracting with Owner or with any unit of state or local government, and neither Contractor nor any Person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any Person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any Person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any Person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such Person, group, entity or nation.

L. Taxes and Benefits. Contractor has excluded from the Contract Price all state and local sales, use, and excise taxes. Contractor has included in the Contract Price, and has or will pay or cause to be paid out of the Contract Price, all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits for Contractor's and its Subcontractors' employees.

M. Patent Costs. Contractor has included in the Contract Price, and has or will pay or cause to be paid out of the Contract Price, all costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

3.2 Affirmation of Other Warranties and Representations

In addition to the foregoing warranties and representations, Contractor hereby acknowledges that Contractor has carefully read, reviewed, and understood, and hereby agrees to honor, the Warranty of the Work contained in Article III of the General Conditions of Contract as well as all other warranties and representations set forth in the Contract Documents.

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ARTICLE IV FINANCIAL ASSURANCES

4.1 Bonds

A. Bonds Required. Contemporaneous with Contractor's execution of this Contract Agreement, Contractor shall provide a Performance Bond, a Labor and Material Payment Bond, and a Maintenance/Warranty Bond in the forms included in the Contract Documents, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price, and such other bonds as and when required by Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while repairing, correcting, or replacing all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or that fails to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of the General Conditions of Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder. All bonds provided by the Contractor and its subcontractors shall include a provision guarantying performance of the prevailing wage clause contained in the Contract. The Contractor shall insert into each subcontract a requirement that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work on the project and a requirement that each subcontractor insert a comparable requirement into each lower tiered subcontract.

B. No Release of Bond Obligations. No changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of this Contract, in or to the Contract Drawings or Specifications, in or to the schedules, methods, or manner of performance of the Work, in or to Owner-furnished facilities, equipment, materials, services, or sites, or in or to the mode or manner of payment therefor, shall operate in any way to release Contractor or any surety or affect the obligation of either of them under any Bond required to be provided by Contractor. All notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and all notice of any and all defaults by Contractor, and all notice of Owner's termination of Contractor shall be waived by every surety under every Bond provided pursuant to this Contract.

4.2 Insurance

A. Insurance Required. Contemporaneous with Contractor's execution of this Contract Agreement, Contractor shall provide certificates and policies of insurance evidencing the insurance coverages set forth in Article IV of the General Conditions of Contract and Section 4 of the Special Conditions of Contract. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion.

CONTRACT AGREEMENT

B. Additional Insureds. The insurance coverages required pursuant to this Contract shall name Owner, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, and the Persons identified in Section 4 of the Special Conditions of Contract as additional insured parties (the "Additional Insureds"). The coverage afforded the Additional Insureds shall be primary and non-contributory insurance for the Additional Insureds with respect to claims arising out of operations performed by or on behalf of Contractor. If the Additional Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurance companies' liability under the insurance policies Contractor maintains shall not be reduced by the existence of such other insurance. All policies shall list the Owner as an additional insured and said coverage must specifically state it is primary and non-contributory.

4.3 Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, save harmless, and defend Owner, Engineer, and the Additional Insureds against any and all lawsuits, claims, demands, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner, Engineer, or the Additional Insureds, as the case may be, including, without limitation lawsuits, claims, demands, liabilities, losses, and expenses for or on account of:

1. Any delays or interference or damage to other contractors; and
2. Labor, equipment, materials, or supplies furnished under this Contract, including all liens or notices of liens on account thereof or Contractor's failure to remove or discharge same; and
3. Contractor's failure to obtain any required permits, licenses, approvals, or authorizations; and
4. Bodily injury, sickness, disease, or death sustained by any Person or Persons or injury or damage to, or loss or destruction of, any property; and
5. Any act or omission of Contractor or any of its Subcontractors or Suppliers, including but not limited to any failure to fulfill the terms of, or comply with, any

CONTRACT AGREEMENT

Laws or to pay any taxes, contributions, or premiums;
and

6. Infringement, alleged infringement, or use of patent rights in connection with the Work and the use by Owner of any equipment, materials, supplies, processes, or inventions furnished under this Contract.

The indemnification obligations of Contractor under this Section 4.3 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or Supplier under workers' compensation acts, disability benefit acts or other employee benefit acts. Contractor's obligations under this Section 4.3 shall survive termination or completion of this Contract.

4.4 Penalties

Contractor 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 Contractor's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof. Contractor may contest any such fines or penalties in administrative or court proceedings; provided, however, that Contractor shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Contractor shall be solely responsible for all costs, including attorneys' fees and administrative expenses, of protesting any such fines or civil penalties.

ARTICLE V CONTRACT PRICE AND PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in full satisfaction for providing, performing, and completing the Work, including such risks and changes in the Work that Contractor is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price, subject to any additions or deductions provided for in this Contract, in current funds, the lump sum amount or amounts, if any, stated in the Schedule of Prices and, for each acceptable unit of each Unit Price Item, if any, installed and complete in place, measured on the basis provided in the Contract Drawings and Specifications, the Unit Price for such Unit Price Item stated in the Schedule of Prices.

5.2 Acceptance as Full Payment and Satisfaction

Contractor shall accept the Contract Price in full satisfaction and payment for well and faithfully providing, performing, and completing within the Contract Time all the Work in compliance with, and as required by or pursuant to, this Contract, including such risks and changes in the Work that Contractor is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time.

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The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner and Engineer of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner or Engineer arising out of, relating to, or in connection with the Work, except the claim against Owner for the unpaid balance, if any, of any amounts retained by Owner pursuant to the Special Conditions of Contract.

5.3 Method of Payment

Progress and Final Payments shall be made to Contractor in accordance with, and subject to the terms and conditions set forth in, Article V of the General Conditions of Contract.

ARTICLE VI LEGAL RELATIONSHIPS AND REQUIREMENTS

6.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns.

Contractor agrees that if Contractor is a joint venture, then each Person participating in such joint venture shall be individually, personally, severally, and jointly responsible and liable, financially, legally, and in all other respects, for the full and proper performance of each and every provision and requirement of this Contract, notwithstanding any arrangement, understanding, or agreement to the contrary, if any, whether disclosed to Owner or not, entered into by, between or among the Persons participating in such joint venture.

6.2 Relationship of the Parties

Contractor, and its Subcontractors and Suppliers, shall act as independent contractors in providing, performing, and completing the Work. No right of supervision, requirement of approval, or other provision of this Contract and no subsequent conduct of Owner or Contractor shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor, or (2) except as provided in Paragraph 6.6B6 of the General Conditions of Contract, to create any relationship between Owner and any Subcontractor or Supplier of Contractor. The rights of Owner under this Contract, either directly or through Engineer, in the control of the quality and completeness of the Work shall not make Contractor, or any Subcontractor or Supplier of Contractor, an agent of Owner, and the liability of Contractor, and of all Subcontractors and Suppliers of Contractor, for all damages to persons or to public or private property arising from the provision, performance, or completion of the Work by Contractor, or any Subcontractor or Supplier of Contractor, shall not be lessened because of the existence, exercise, or the non-exercise of such rights.

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6.3 Assignment

A. Assignment by Contractor. Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract, without the prior express written consent of Owner, which consent may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written consent shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Any attempted or purported assignment made by Contractor without the written consent of Owner shall be void and of no force or effect and shall constitute a default under this Contract for which Owner shall have the right to invoke any of its remedies under Section 6.6 of the General Conditions of Contract. In no event shall Owner's consent to any assignment of this Contract or of any of Contractor's rights under this Contract, whether in whole or in part, operate as a release or satisfaction of Contractor's responsibility and liability for the provision, performance, and completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or for the proper performance of all other obligations of Contractor under this Contract, or for Contractor's liability on all representations and warranties made in or pursuant to this Contract. Contractor shall remain as fully responsible and liable for the acts, omissions, and performance of Contractor's assignee as Contractor is for its own acts, omissions, and performance.

B. Assignment by Owner. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor. In the event of an assignment by Owner of any or all of its rights or obligations under this Contract, Owner shall be released from all liability with respect to the rights or obligations so assigned.

6.4 Confidential Information

All information supplied by Owner or Engineer to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work. Neither Contractor nor any Subcontractor or Supplier shall own or be entitled to claim a copyright in the Contract or other documents prepared by Owner or Engineer.

Contractor shall identify any information supplied by it in providing, performing and completing the Work that is considered by it to be confidential or proprietary. Owner and Engineer shall not disclose any such designated confidential or proprietary information, unless such disclosure will not cause competitive harm, or such information was actually known to Owner or Engineer prior to its submission by Contractor, or such information was properly obtained or developed independently by Owner or Engineer, or Contractor consents to such disclosure. Notwithstanding the foregoing, Contractor acknowledges that Owner is subject to the Illinois Freedom of

CONTRACT AGREEMENT

Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

6.5 Publicity

Owner's name or insignia, photographs of the Work or the Work Site, 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.

By entering the Work Site, Contractor personnel, including Subcontractor and Supplier personnel, irrevocably authorize and grant to Owner, and to its successors, agents, representatives, and assigns, the irrevocable and unrestricted right, permission, and authority to:

1. Use the likeness and/or voice of such personnel in photographs, time-lapse photography, film, video, digital recordings, and other media in any magazine, trade paper, newspaper, or other medium, whether now known or hereafter existing, including newsletters, brochures, viewbooks, movies, tapes, diskettes, promotional items, and websites, without prior approval or inspection, without payment, compensation, or any other consideration, including royalties, and without liability; and
2. Use, edit, alter, copy, exhibit, publish, broadcast, distribute, and otherwise reproduce, modify, and display such likenesses and/or voices, in whole or in part, for purposes of publicizing Owner's activities and for any other lawful purpose in any manner, media, and medium.

Contractor shall, upon request of Owner, execute, acknowledge, and deliver such further instruments and take such action as may be necessary, desirable, or proper to carry out more effectively the purposes of this Section 6.5.

6.6 No Waivers

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Owner or Engineer, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner or Engineer shall constitute or be deemed to be

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an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

No notices required to be given to Owner under this Contract are intended to be waived by Owner, and no action or inaction by Owner or Engineer shall be construed as waiving any such notice.

6.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any Person other than Contractor shall be made or be valid against Owner and Owner shall not be liable for or be held to pay any money to any such Person.

6.8 Notices

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

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

DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: General Manager
may@dpwc.org

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

Bolder Contractors, LLC
316 Cary Point Drive
Cary, IL 60013

Attention: **Robert Gwiasda, Manager**

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

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By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

6.9 Governing Laws; Venue; Attorney's Fees

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws of the State of Illinois. This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws of the State of Illinois. The parties agree that all disputes between them, whether arising out of or related to the Contract or arising out of any statute, regulation or common law, will be litigated exclusively in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois. The parties expressly consent to the exclusive jurisdiction and venue of such court, and covenant not to sue in any other court or tribunal, state, federal or otherwise. The parties waive their right to argue that this court is an inconvenient forum. In the event either party initiates litigation under or regarding this Contract or the Project, the substantially prevailing party shall be entitled to its reasonable attorney's fees and costs including, without limitation, expert witness costs. The determination of who is the substantially prevailing party and the amount that will be paid will be decided by the court that presides over the dispute. This section is intended to be severable and shall survive the termination of this agreement.

6.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to Laws shall include such Laws as they may be amended or modified from time to time.

6.11 Compliance with Laws and Grants

A. Compliance with Laws. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with the requirements of all governmental permits, licenses, or other approvals or authorizations that may be required in connection with providing, performing, and completing the Work and with all applicable Laws, including, without limitation, the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wages Laws; the Fair Labor Standards Act; any Laws regarding qualification to do business; any Laws requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any Laws prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. and the Public Works Employment Discrimination Act, 775 ILCS 10/1 et seq.; any Laws respecting the assumption of liability for taxes, contributions, and premiums for

CONTRACT AGREEMENT

unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits for Contractor's and Subcontractors' employees; and any Laws regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall keep itself fully informed of all Laws affecting this Contract; affecting those engaged or employed on the Work; affecting the equipment, materials, and supplies used in the Work; affecting the conduct of the Work; and affecting the rights, duties, powers, or obligations of Owner or of Contractor; and shall also keep itself fully informed of all orders, decrees, and other requirements of bodies or tribunals having any jurisdiction or authority over any of the foregoing. Contractor shall display all permits, licenses, and other approvals and authorizations as required by Law.

This Project is subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination, and any subsequent determinations issued by the Illinois Department of Labor. These revisions may be accessed by computer at <https://labor.illinois.gov/laws-rules/conmed/prevailing-wage-rates.html>. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. All certified payroll documents for this project shall be submitted directly to the Illinois Department of Labor ("IDOL") through the IDOL Certified Transcript of Payroll Portal, which can be accessed at: <https://labor.illinois.gov/laws-rules/conmed/certifiedtranscriptofpayroll.html>.

B. Compliance by Subcontractors and Suppliers. Contractor shall, at all times, cause all of its Subcontractors and Suppliers to observe and comply with all such Laws.

C. Noncompliance of Contract Documents. Contractor shall promptly examine the Contract Drawings and Specifications and other Contract Documents and report to Owner any respects in which it appears that any of them may fail to conform to any applicable Laws.

D. Verification of Compliance. At or before the time of Owner's Final Acceptance of the Work, Contractor shall deliver to Owner all certificates, receipts, or other evidences of approval, acceptance, or payment of fees that may be required to establish the compliance of the Work with all applicable Laws, permits, licenses, approvals, authorizations, or other requirements.

E. Provisions Deemed Inserted. Each and every provision required by Law to be inserted in this Contract shall be deemed to be inserted herein, and this

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Contract shall be read and enforced as though all such provisions were set out in full in this Contract. If through mistake or otherwise any such provision is not set out in this Contract, or is not correctly set out in this Contract, then upon the application of either Owner or Contractor, this Contract shall forthwith be physically amended to correctly set out such provision.

F. Compliance With Grant Conditions. Contractor shall comply with all conditions of, and all Laws applicable to, and all policies, practices, and procedures of Owner applicable to, any federal, state, or local grant received by Owner or by Contractor at any time with respect to this Contract or with respect to the provision, performance, or completion of the Work.

G. Regulatory Authority. Nothing in this Contract shall be construed to waive or limit any aspect of Owner's lawful authority to regulate the activities of Contractor, its Subcontractors, or any other Person or to regulate the Work, the Work Site, or any other matter falling within its lawful regulatory jurisdiction and powers. No review, inspection, test, audit, measurement, order, determination, decision, disapproval, approval, payment for, or use or acceptance of, the Work, or any other act or omission of Owner shall imply, create any interest in, be deemed to be the issuance of, or require Owner to issue any license or permit to Contractor or any Subcontractor.

6.12 Compliance with Patents

A. Patent Rights. Contractor shall do all things necessary to obtain such rights and licenses as may be necessary in connection with all costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

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6.13 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract, shall be in any way affected thereby. The unenforceability of any provision of this Contract in a specific situation shall not affect the enforceability of that provision in any other situation.

6.14 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor, nor was the making and execution of this Contract induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced herein.

6.15 Amendments

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

6.16 Counterparts

This Contract is being executed in five original counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract Agreement to be executed as of the day and year first written above.

Attest/Witness:

DUPAGE WATER COMMISSION

By: _____

By: _____
Paul D. May, P.E.

Title: _____

Title: General Manager

CONTRACT AGREEMENT

Attest/Witness:

Bolder Contractors, LLC

By: _____

By: _____
Robert Gwiasda

Title: _____

Title: **Manager**

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS**

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR'S CERTIFICATION

Robert Gwiasda, being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 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.

DATED this _____ day of _____, 2026.

Attest/Witness:

Bolder Contractors, LLC

By: _____

By: _____
Robert Gwiasda

Title: _____

Title: **Manager**

Subscribed and Sworn to
before me this ____ day
of _____, 20____.

My Commission Expires: _____

Notary Public

[SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS**



Resolution #: R-21-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

AS JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 2/12/2026

Description: **Award of a Contract for the Construction of the West Feeder Main From Collins Road to Minkler Road (Contract FW-1/25 Section 2)**

Agenda Section: Engineering & Construction

Originating Department: Engineering

WaterLink design efforts continue to progress with the goal of having all bids for each of the eleven pipeline construction packages, along with another for the construction of the meter stations, advertised by the end of Q1 2026.

The first six construction packages, TW-6/25 Sections 1, 2A, 2B, 2C, 3A and 3B, were bid with contracts awarded by the Board in late 2025 and early 2026. The first feeder main segments of the project, consisting of 36" pipeline, were advertised in late 2025 with bids opening in early February. These sections are referred to as FW-1/25 Sections 1 and 2.

FW-1/25 Section 2 consists of approximately 4 miles of 36" pipeline in Oswego, from the end of Section 1 to a point just west of Minkler Road. The bid opening was held on February 5th, with a total of six bids received. The list of bidders and their bids can be seen in the table below:

BID ALTERNATES	Alternate A (36-inch Steel) Total Bid Price	Alternate B (36-inch PCCP) Total Bid Price	Alternate C (36-inch Ductile Iron) Total Bid Price
Oswego Group Joint Venture	-	-	\$28,427,888.00
Precision Infrastructure, LLC	\$32,226,321.00	-	-
Austin Tyler Construction, Inc.	-	-	\$28,166,879.50
Pipes "R" Us	-	-	\$32,000,000.00
John Neri Construction Company Inc.	\$28,983,177.00	-	-
D. Construction, Inc. & Benchmark Construction Co., Inc.	-	\$25,548,000.00	-

Based on the results of the bid opening, installation of 36-inch PCCP has been identified as the desirable alternative, with the Joint Venture of Benchmark Construction Co., and D. Construction, Inc.

(Joint Venture) identified as the lowest responsible bidder for FW-1/25 Section 2 with a submitted bid of \$25,548,000.00.

Resolution R-21-26 would approve a contract with the Joint Venture for the construction of the FW-1/25 Section 2 Project in the amount of \$25,548,000.00.

This Joint Venture has previously been awarded the WaterLink contracts for TW-6/25 Section 1 (currently under construction) Section 3A, and Section 3B.

Recommended Motion:

To adopt Resolution R-21-26.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-21-26

A RESOLUTION AWARDING A CONTRACT FOR THE CONSTRUCTION OF
THE FW-1/25 SECTION 2 CONTRACT

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the Village of Montgomery (“Montgomery”), the Village of Oswego (“Oswego”) and the United City of Yorkville (“Yorkville”) (Oswego, Montgomery and Yorkville are collectively referred to herein as the “Municipalities”) desire to supply Lake Michigan water to their residents by connecting to the Commission’s waterworks system;

WHEREAS, the Commission and the Municipalities previously entered into intergovernmental agreements related to the funding of the required connection facilities; and

WHEREAS, pursuant to Article VIII, Section 5 of the Commission’s By-Laws, the DuPage Water Commission (the “Commission”) invited proposals for the Construction of the FW-1/25 Section 2 Contract; and

WHEREAS, bids for Contract FW-1/25 Section 2 were received on February 5, 2026; and

WHEREAS, the Commission has reviewed the proposals received and determined that the proposal of the Joint Venture of Benchmark Construction Co., Inc. and D. Construction, Inc. (Joint Venture) was the most favorable to the interests of the Commission; and

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

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

SECTION TWO: The Board of Commissioners of the DuPage Water Commission hereby approves the Contract for the Construction of the FW-1/25 Section 2 Project in the amount of \$25,548,000.00, attached hereto as Exhibit A, conditioned upon the receipt of all contractually required documentation, and authorizes the Chairman to execute the agreement on behalf of the DuPage Water Commission and to take whatever steps necessary to effectuate the terms of said agreement.

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2026/R-21-26.docx

EXHIBIT A

DuPage Water Commission

Contract for the Construction of

West Feeder Main

From Collins Road to Minkler Road

Contract FW-1/25 Section 2



VOLUME I

CONTRACT DOCUMENTS

DuPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
CONTRACT FW-1/25 SECTION 2

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4. General Conditions of Contract
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6. Contract Drawings
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8. Form of Performance Bond
9. Form of Labor and Material Payment Bond
10. Form of Maintenance/Warranty Bond
11. Addenda Nos. **1 and 2**

**CONTRACT AGREEMENT BETWEEN
DuPAGE WATER COMMISSION
AND
D. CONSTRUCTION, INC AND BENCHMARK
CONSTRUCTION CO., INC., A JOINT VENTURE
FOR THE CONSTRUCTION OF
CONTRACT FW-1/25 SECTION 2**

CONTRACT AGREEMENT BETWEEN
DUPAGE WATER COMMISSION
AND
D. CONSTRUCTION, INC AND BENCHMARK
CONSTRUCTION CO., INC., A JOINT VENTURE
FOR THE CONSTRUCTION OF
CONTRACT FW-1/25 SECTION 2

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CONTRACT AGREEMENT BETWEEN

DUPAGE WATER COMMISSION

AND

**D. CONSTRUCTION, INC AND BENCHMARK
CONSTRUCTION CO., INC., A JOINT VENTURE**

FOR THE CONSTRUCTION OF

CONTRACT FW-1/25 SECTION 2

THIS CONTRACT AGREEMENT, made as of this **19th** day of **February, 2026** by and between the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a public corporation, and **D. Construction, Inc. and Benchmark Construction Co., Inc., a Joint Venture,**

WITNESSETH:

In consideration of the mutual promises contained in this Contract Agreement, it is agreed by and between Owner and Contractor as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete at the Work Site and in the manner described and specified in this Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the design, if any, construction, and installation of the *Contract FW-1/25 Section 2* improvements together with related attachments, equipment, and appurtenances thereto.

2. Permits. Unless otherwise stated in the Special Conditions of Contract, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract.

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6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith.

1.2 Contract Documents

The Contract Documents consist of the following component parts, all of which are attached to this Contract Agreement and are, by this reference, made a part of this Contract Agreement as though fully set forth herein:

1. Contractor's Certification;
2. Schedule of Prices;
3. General Conditions of Contract;
4. Special Conditions of Contract;
5. Contract Drawings;
6. Specifications;
7. Form of Performance Bond;
8. Form of Labor and Material Payment Bond; and
9. Addenda Nos. **1 and 2**

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

1.3 Interpretation of Contract Documents

A. Definitions. Whenever used in this Contract Agreement or in the Contract Documents:

1. General Definitions. Except for the terms specially defined in Paragraph 1.3A2 below, all capitalized terms shall have the meanings given to them in Article VII of the General Conditions of Contract.

2. Special Definitions. The following capitalized terms shall have the following meanings:

a. Contractor. The Person first identified above with whom Owner has executed this Contract Agreement and its duly authorized officers, employees, agents, and representatives.

b. Engineer. Burns & McDonnell Engineering Company Inc., Arcadis US, Inc., Christopher B. Burke Engineering, Ltd. (CBBEL), Stanley

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Consultants, Inc., Lockwood, Andrews and Newnam, Inc. (LAN), Robinson Engineering, Ltd. (REL), or such additional or different Person as Owner may from time to time designate in writing to perform any or all of the functions of the Engineer under this Contract as well as the duly authorized officers, employees, agents, and representatives of any such Person.

c. Owner. The DuPage Water Commission and its duly authorized officers, employees, agents, and representatives.

d. Work. All matters described, exhibited, contemplated, implied, or embraced in this Article I of this Contract Agreement and in Article I of the General Conditions of Contract, including all risks and changes in the Work that Contractor is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time, and all matters described, exhibited, contemplated, implied, or embraced in any Change Order issued pursuant to Section 2.1 of the General Conditions of Contract.

e. Work Site. Along Collins Road from Minkler Road to Douglas Road, along Douglas Road to Polo Crossing development, along Wolf's Crossing Road, through Oswego East High School (OEHS), along Harvey Road to south limit of ComEd corridor.

f. Owner's Representative. Individual or firm appointed to or assigned by Owner to be its on-site representative under this Contract, to exercise certain power on behalf of the Owner and Engineer and to undertake certain contract administration activities as specifically outlined in the Contract Agreement.

B. Rules of Interpretation. This Contract shall be interpreted so that:

1. Requirements Cumulative. Each requirement imposed on Contractor shall be cumulative of every other requirement imposed on Contractor, and any Work required to be performed by any one component part of this Contract shall be performed to the same extent as if required by all component parts of this Contract.

2. Details to be Assumed. The Work shall be provided, performed, and completed in every detail whether or not every item of detail is particularly set forth in the Contract Documents, including work reasonably inferable from the Contract Documents.

3. Priority of Contract Provisions. In the event of a discrepancy, error, omission, ambiguity, or conflict in the application or interpretation of any of the provisions of this Contract, the terms of this Contract Agreement and of the General Conditions of Contract shall govern over the terms and provisions of all other Contract Documents.

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4. Engineer's Interpretation. Subject to Paragraphs 1.3B1, B2, and B3 above, Engineer shall determine which provision or provisions of this Contract Agreement and the Contract Documents best promotes or promote the overall objectives, and best fulfill the intents and purposes, of this Contract, and such provision or provisions shall govern. Such determination of Engineer shall be final.

C. Contractor's Duty to Report Discrepancies. Contractor shall carefully review this Contract Agreement and each of the Contract Documents before performing the Work, and each part thereof, and shall promptly call to the attention of Engineer any discrepancy, error, omission, ambiguity, or conflict that may exist among any of the component parts of this Contract or among any of the provisions of any one of such component parts before proceeding with any part of the Work affected by such discrepancy, error, omission, ambiguity, or conflict. Contractor shall be responsible for all corrective Work required resulting from Contractor's failure to give such notice and shall bear all damages and costs associated therewith, arising therefrom, or resulting from such matters first discovered during the progress of the Work, including, but not limited to, damages or costs resulting from, arising out of, or in any way related to, increases in time-related costs; increases in costs of labor, equipment, materials, or supplies; costs of additional personnel; costs of additional equipment; costs of additional premium time for personnel or equipment; lower labor productivity; lost profits or alternative income; effects on other contracts; and costs of demobilization and remobilization. Information pertaining to subsurface, underground or other concealed conditions or obstructions, soils analysis, borings, test pits, buried structures, utility locations or conditions, conditions of existing structures, and similar site information or data and other investigations shown or indicated on the Contract Drawings, provided by Owner or Engineer, or otherwise made available to Contractor is not part of this Contract and, therefore, any discrepancy, error, omission, ambiguity, or conflict in such site information or data does not constitute a discrepancy, error, omission, ambiguity, or conflict in this Contract.

ARTICLE II **CONTRACT TIME**

2.1 Commencement Date

Contractor shall commence the Work immediately upon execution of this Contract Agreement by Owner.

2.2 Completion Date

Contractor shall diligently and continuously prosecute the Work from the Commencement Date at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with, and as required by or pursuant to, this Contract. The Work shall be completed in full compliance with this Contract, not later than:

FW-1/25 Section 1: 600 days following the Commencement Date.

FW-1/25 Section 2: 600 days following the Commencement Date.

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FW-1/25 Sections 1 + 2 Combined: 660 days following the Commencement Date.

2.3 Time of the Essence

The time of commencement, rate of progress, and time of completion are of the essence of this Contract.

ARTICLE III **CONTRACTOR'S WARRANTIES AND REPRESENTATIONS**

3.1 Warranties and Representations

In order to induce Owner to enter into this Contract, Contractor hereby warrants and represents to Owner as follows:

A. Review of Contract. Contractor has carefully examined, reviewed, and accepted this Contract Agreement and all of the Contract Documents prior to submission of its Bidder's Proposal and execution of this Contract and there are no discrepancies, errors, omissions, ambiguities, or conflicts in this Contract that are material to Contractor's provision, performance, or completion of the Work, the Contract Price or the Contract Time that have not already been clarified in writing by Owner to the satisfaction of Contractor. For claims based upon discrepancies, errors, omissions, ambiguities, or conflicts in this Contract, Contractor shall hereafter have no claim for payment or compensation in excess of the Contract Price based upon discrepancies, errors, omissions, ambiguities, or conflicts in this Contract. Contractor shall be entitled only to a possible extension of the Contract Time, if applicable, as provided in this Contract and then only in those cases where Contractor can show that such discrepancies, errors, omissions, ambiguities, or conflicts (1) could not have been discovered by Contractor prior to execution of this Contract or prior to the performance of any of the Work affected by such discrepancy, error, omission, ambiguity, or conflict and (2) has caused an unavoidable delay. Information pertaining to subsurface, underground or other concealed conditions or obstructions, soils analysis, borings, test pits, buried structures, utility locations or conditions, conditions of existing structures, and similar site information or data and other investigations shown or indicated on the Contract Drawings, provided by Owner or Engineer, or otherwise made available to Contractor is not part of this Contract and, therefore, shall not constitute the basis for claims based upon discrepancies, errors, omissions, ambiguities, or conflicts in this Contract.

B. Investigation of Work Site. Contractor has had a sufficient opportunity to conduct a thorough inspection and investigation of the Work Site and the surrounding area and has completed such inspection and investigation to its satisfaction. Contractor has included in the Contract Price allowances and contingency amounts for difficulties or obstructions that may arise or be encountered in the performance of the Work, including without limitation adverse weather conditions, equipment breakdowns, subsurface, underground or other concealed conditions or obstructions, buried structures,

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utility locations or conditions, adverse soil conditions, and changed site conditions due to work by other contractors, and Contractor hereby waives all claims for, and hereafter shall have no claim for, payment or compensation in excess of the Contract Price based upon such difficulties or obstructions, or conditions at the Work Site or in the surrounding area except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract. Contractor is responsible for dealing with conditions found at, and in the vicinity of, the Work Site, including subsurface, underground or other concealed conditions or obstructions, buried structures, utility locations or conditions, adverse soil conditions, changed conditions due to work by other contractors, and similar site conditions without any equitable adjustment in the Contract Price except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract.

C. Authorization; Enforceable Obligations. This Contract constitutes the legal, valid, and binding obligation of Contractor, is fully enforceable against Contractor in accordance with its terms, will not violate any judgment, Law, or organizational or operating document and will not cause or constitute a default under any contractual obligation of Contractor or any lien, charge, encumbrance, or security interest upon any assets of Contractor.

D. Contractor's Certification. All the facts and information submitted by Contractor in connection with this Contract and its procurement are true and correct in all respects and, in particular, the statements contained in Contractor's Certification are true and correct.

E. Technical Ability to Perform. Contractor is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform, and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

F. Financial Ability to Perform. Contractor is financially solvent, and Contractor has the financial resources necessary to provide, perform, and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

G. Time. Contractor is ready, willing, able, and prepared to begin the Work on the Commencement Date and the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

H. Acceptance of Allocation of Risks and Changes. Contractor acknowledges and agrees that risks are inherent in the Work of this Contract and changes are to be expected. Contractor acknowledges that this Contract contains specific allocations of responsibility for such risks and changes. Contractor acknowledges, agrees to, and accepts such risks and changes that are allocated to it and that Contractor

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is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time.

I. No Collusion. The only Persons interested in this Contract as principals are those disclosed as such in the Bidder's Sworn Acknowledgment submitted to Owner by Contractor, and this Contract is made without collusion with any other Person.

J. No Default. Contractor is not in arrears to Owner upon any debt or contract and is not a defaulter as surety, contractor, or otherwise to any Person.

K. Not Barred. Contractor is not barred by law from contracting with Owner or with any unit of state or local government, and neither Contractor nor any Person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any Person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any Person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any Person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such Person, group, entity or nation.

L. Taxes and Benefits. Contractor has excluded from the Contract Price all state and local sales, use, and excise taxes. Contractor has included in the Contract Price, and has or will pay or cause to be paid out of the Contract Price, all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits for Contractor's and its Subcontractors' employees.

M. Patent Costs. Contractor has included in the Contract Price, and has or will pay or cause to be paid out of the Contract Price, all costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

3.2 Affirmation of Other Warranties and Representations

In addition to the foregoing warranties and representations, Contractor hereby acknowledges that Contractor has carefully read, reviewed, and understood, and hereby agrees to honor, the Warranty of the Work contained in Article III of the General Conditions of Contract as well as all other warranties and representations set forth in the Contract Documents.

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ARTICLE IV FINANCIAL ASSURANCES

4.1 Bonds

A. Bonds Required. Contemporaneous with Contractor's execution of this Contract Agreement, Contractor shall provide a Performance Bond, a Labor and Material Payment Bond, and a Maintenance/Warranty Bond in the forms included in the Contract Documents, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price, and such other bonds as and when required by Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while repairing, correcting, or replacing all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or that fails to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of the General Conditions of Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder. All bonds provided by the Contractor and its subcontractors shall include a provision guarantying performance of the prevailing wage clause contained in the Contract. The Contractor shall insert into each subcontract a requirement that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work on the project and a requirement that each subcontractor insert a comparable requirement into each lower tiered subcontract.

B. No Release of Bond Obligations. No changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of this Contract, in or to the Contract Drawings or Specifications, in or to the schedules, methods, or manner of performance of the Work, in or to Owner-furnished facilities, equipment, materials, services, or sites, or in or to the mode or manner of payment therefor, shall operate in any way to release Contractor or any surety or affect the obligation of either of them under any Bond required to be provided by Contractor. All notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and all notice of any and all defaults by Contractor, and all notice of Owner's termination of Contractor shall be waived by every surety under every Bond provided pursuant to this Contract.

4.2 Insurance

A. Insurance Required. Contemporaneous with Contractor's execution of this Contract Agreement, Contractor shall provide certificates and policies of insurance evidencing the insurance coverages set forth in Article IV of the General Conditions of Contract and Section 4 of the Special Conditions of Contract. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion.

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B. Additional Insureds. The insurance coverages required pursuant to this Contract shall name Owner, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, and the Persons identified in Section 4 of the Special Conditions of Contract as additional insured parties (the "Additional Insureds"). The coverage afforded the Additional Insureds shall be primary and non-contributory insurance for the Additional Insureds with respect to claims arising out of operations performed by or on behalf of Contractor. If the Additional Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurance companies' liability under the insurance policies Contractor maintains shall not be reduced by the existence of such other insurance. All policies shall list the Owner as an additional insured and said coverage must specifically state it is primary and non-contributory.

4.3 Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, save harmless, and defend Owner, Engineer, and the Additional Insureds against any and all lawsuits, claims, demands, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner, Engineer, or the Additional Insureds, as the case may be, including, without limitation lawsuits, claims, demands, liabilities, losses, and expenses for or on account of:

1. Any delays or interference or damage to other contractors; and
2. Labor, equipment, materials, or supplies furnished under this Contract, including all liens or notices of liens on account thereof or Contractor's failure to remove or discharge same; and
3. Contractor's failure to obtain any required permits, licenses, approvals, or authorizations; and
4. Bodily injury, sickness, disease, or death sustained by any Person or Persons or injury or damage to, or loss or destruction of, any property; and
5. Any act or omission of Contractor or any of its Subcontractors or Suppliers, including but not limited to any failure to fulfill the terms of, or comply with, any

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Laws or to pay any taxes, contributions, or premiums;
and

6. Infringement, alleged infringement, or use of patent rights in connection with the Work and the use by Owner of any equipment, materials, supplies, processes, or inventions furnished under this Contract.

The indemnification obligations of Contractor under this Section 4.3 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or Supplier under workers' compensation acts, disability benefit acts or other employee benefit acts. Contractor's obligations under this Section 4.3 shall survive termination or completion of this Contract.

4.4 Penalties

Contractor 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 Contractor's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof. Contractor may contest any such fines or penalties in administrative or court proceedings; provided, however, that Contractor shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Contractor shall be solely responsible for all costs, including attorneys' fees and administrative expenses, of protesting any such fines or civil penalties.

ARTICLE V CONTRACT PRICE AND PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in full satisfaction for providing, performing, and completing the Work, including such risks and changes in the Work that Contractor is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price, subject to any additions or deductions provided for in this Contract, in current funds, the lump sum amount or amounts, if any, stated in the Schedule of Prices and, for each acceptable unit of each Unit Price Item, if any, installed and complete in place, measured on the basis provided in the Contract Drawings and Specifications, the Unit Price for such Unit Price Item stated in the Schedule of Prices.

5.2 Acceptance as Full Payment and Satisfaction

Contractor shall accept the Contract Price in full satisfaction and payment for well and faithfully providing, performing, and completing within the Contract Time all the Work in compliance with, and as required by or pursuant to, this Contract, including such risks and changes in the Work that Contractor is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time.

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The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner and Engineer of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner or Engineer arising out of, relating to, or in connection with the Work, except the claim against Owner for the unpaid balance, if any, of any amounts retained by Owner pursuant to the Special Conditions of Contract.

5.3 Method of Payment

Progress and Final Payments shall be made to Contractor in accordance with, and subject to the terms and conditions set forth in, Article V of the General Conditions of Contract.

ARTICLE VI LEGAL RELATIONSHIPS AND REQUIREMENTS

6.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns.

Contractor agrees that if Contractor is a joint venture, then each Person participating in such joint venture shall be individually, personally, severally, and jointly responsible and liable, financially, legally, and in all other respects, for the full and proper performance of each and every provision and requirement of this Contract, notwithstanding any arrangement, understanding, or agreement to the contrary, if any, whether disclosed to Owner or not, entered into by, between or among the Persons participating in such joint venture.

6.2 Relationship of the Parties

Contractor, and its Subcontractors and Suppliers, shall act as independent contractors in providing, performing, and completing the Work. No right of supervision, requirement of approval, or other provision of this Contract and no subsequent conduct of Owner or Contractor shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor, or (2) except as provided in Paragraph 6.6B6 of the General Conditions of Contract, to create any relationship between Owner and any Subcontractor or Supplier of Contractor. The rights of Owner under this Contract, either directly or through Engineer, in the control of the quality and completeness of the Work shall not make Contractor, or any Subcontractor or Supplier of Contractor, an agent of Owner, and the liability of Contractor, and of all Subcontractors and Suppliers of Contractor, for all damages to persons or to public or private property arising from the provision, performance, or completion of the Work by Contractor, or any Subcontractor or Supplier of Contractor, shall not be lessened because of the existence, exercise, or the non-exercise of such rights.

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6.3 Assignment

A. Assignment by Contractor. Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract, without the prior express written consent of Owner, which consent may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written consent shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Any attempted or purported assignment made by Contractor without the written consent of Owner shall be void and of no force or effect and shall constitute a default under this Contract for which Owner shall have the right to invoke any of its remedies under Section 6.6 of the General Conditions of Contract. In no event shall Owner's consent to any assignment of this Contract or of any of Contractor's rights under this Contract, whether in whole or in part, operate as a release or satisfaction of Contractor's responsibility and liability for the provision, performance, and completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or for the proper performance of all other obligations of Contractor under this Contract, or for Contractor's liability on all representations and warranties made in or pursuant to this Contract. Contractor shall remain as fully responsible and liable for the acts, omissions, and performance of Contractor's assignee as Contractor is for its own acts, omissions, and performance.

B. Assignment by Owner. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor. In the event of an assignment by Owner of any or all of its rights or obligations under this Contract, Owner shall be released from all liability with respect to the rights or obligations so assigned.

6.4 Confidential Information

All information supplied by Owner or Engineer to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work. Neither Contractor nor any Subcontractor or Supplier shall own or be entitled to claim a copyright in the Contract or other documents prepared by Owner or Engineer.

Contractor shall identify any information supplied by it in providing, performing and completing the Work that is considered by it to be confidential or proprietary. Owner and Engineer shall not disclose any such designated confidential or proprietary information, unless such disclosure will not cause competitive harm, or such information was actually known to Owner or Engineer prior to its submission by Contractor, or such information was properly obtained or developed independently by Owner or Engineer, or Contractor consents to such disclosure. Notwithstanding the foregoing, Contractor acknowledges that Owner is subject to the Illinois Freedom of

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Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

6.5 Publicity

Owner's name or insignia, photographs of the Work or the Work Site, 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.

By entering the Work Site, Contractor personnel, including Subcontractor and Supplier personnel, irrevocably authorize and grant to Owner, and to its successors, agents, representatives, and assigns, the irrevocable and unrestricted right, permission, and authority to:

1. Use the likeness and/or voice of such personnel in photographs, time-lapse photography, film, video, digital recordings, and other media in any magazine, trade paper, newspaper, or other medium, whether now known or hereafter existing, including newsletters, brochures, viewbooks, movies, tapes, diskettes, promotional items, and websites, without prior approval or inspection, without payment, compensation, or any other consideration, including royalties, and without liability; and
2. Use, edit, alter, copy, exhibit, publish, broadcast, distribute, and otherwise reproduce, modify, and display such likenesses and/or voices, in whole or in part, for purposes of publicizing Owner's activities and for any other lawful purpose in any manner, media, and medium.

Contractor shall, upon request of Owner, execute, acknowledge, and deliver such further instruments and take such action as may be necessary, desirable, or proper to carry out more effectively the purposes of this Section 6.5.

6.6 No Waivers

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Owner or Engineer, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner or Engineer shall constitute or be deemed to be

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an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

No notices required to be given to Owner under this Contract are intended to be waived by Owner, and no action or inaction by Owner or Engineer shall be construed as waiving any such notice.

6.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any Person other than Contractor shall be made or be valid against Owner and Owner shall not be liable for or be held to pay any money to any such Person.

6.8 Notices

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

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

DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: General Manager
may@dpwc.org

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

**D. Construction, Inc. and
Benchmark Construction, Co., Inc., A Joint Venture
1488 South Broadway
Coal City, IL 60416
Attention: Mark Atkins, Jr.**

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

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By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

6.9 Governing Laws; Venue; Attorney's Fees

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws of the State of Illinois. This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws of the State of Illinois. The parties agree that all disputes between them, whether arising out of or related to the Contract or arising out of any statute, regulation or common law, will be litigated exclusively in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois. The parties expressly consent to the exclusive jurisdiction and venue of such court, and covenant not to sue in any other court or tribunal, state, federal or otherwise. The parties waive their right to argue that this court is an inconvenient forum. In the event either party initiates litigation under or regarding this Contract or the Project, the substantially prevailing party shall be entitled to its reasonable attorney's fees and costs including, without limitation, expert witness costs. The determination of who is the substantially prevailing party and the amount that will be paid will be decided by the court that presides over the dispute. This section is intended to be severable and shall survive the termination of this agreement.

6.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to Laws shall include such Laws as they may be amended or modified from time to time.

6.11 Compliance with Laws and Grants

A. Compliance with Laws. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with the requirements of all governmental permits, licenses, or other approvals or authorizations that may be required in connection with providing, performing, and completing the Work and with all applicable Laws, including, without limitation, the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wages Laws; the Fair Labor Standards Act; any Laws regarding qualification to do business; any Laws requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any Laws prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. and the Public Works Employment Discrimination Act, 775 ILCS 10/1 et seq.; any Laws respecting the assumption of liability for taxes, contributions, and premiums for

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unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits for Contractor's and Subcontractors' employees; and any Laws regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall keep itself fully informed of all Laws affecting this Contract; affecting those engaged or employed on the Work; affecting the equipment, materials, and supplies used in the Work; affecting the conduct of the Work; and affecting the rights, duties, powers, or obligations of Owner or of Contractor; and shall also keep itself fully informed of all orders, decrees, and other requirements of bodies or tribunals having any jurisdiction or authority over any of the foregoing. Contractor shall display all permits, licenses, and other approvals and authorizations as required by Law.

This Project is subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination, and any subsequent determinations issued by the Illinois Department of Labor. These revisions may be accessed by computer at <https://labor.illinois.gov/laws-rules/conmed/prevailing-wage-rates.html>. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. All certified payroll documents for this project shall be submitted directly to the Illinois Department of Labor ("IDOL") through the IDOL Certified Transcript of Payroll Portal, which can be accessed at: <https://labor.illinois.gov/laws-rules/conmed/certifiedtranscriptofpayroll.html>.

B. Compliance by Subcontractors and Suppliers. Contractor shall, at all times, cause all of its Subcontractors and Suppliers to observe and comply with all such Laws.

C. Noncompliance of Contract Documents. Contractor shall promptly examine the Contract Drawings and Specifications and other Contract Documents and report to Owner any respects in which it appears that any of them may fail to conform to any applicable Laws.

D. Verification of Compliance. At or before the time of Owner's Final Acceptance of the Work, Contractor shall deliver to Owner all certificates, receipts, or other evidences of approval, acceptance, or payment of fees that may be required to establish the compliance of the Work with all applicable Laws, permits, licenses, approvals, authorizations, or other requirements.

E. Provisions Deemed Inserted. Each and every provision required by Law to be inserted in this Contract shall be deemed to be inserted herein, and this

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Contract shall be read and enforced as though all such provisions were set out in full in this Contract. If through mistake or otherwise any such provision is not set out in this Contract, or is not correctly set out in this Contract, then upon the application of either Owner or Contractor, this Contract shall forthwith be physically amended to correctly set out such provision.

F. Compliance With Grant Conditions. Contractor shall comply with all conditions of, and all Laws applicable to, and all policies, practices, and procedures of Owner applicable to, any federal, state, or local grant received by Owner or by Contractor at any time with respect to this Contract or with respect to the provision, performance, or completion of the Work.

G. Regulatory Authority. Nothing in this Contract shall be construed to waive or limit any aspect of Owner's lawful authority to regulate the activities of Contractor, its Subcontractors, or any other Person or to regulate the Work, the Work Site, or any other matter falling within its lawful regulatory jurisdiction and powers. No review, inspection, test, audit, measurement, order, determination, decision, disapproval, approval, payment for, or use or acceptance of, the Work, or any other act or omission of Owner shall imply, create any interest in, be deemed to be the issuance of, or require Owner to issue any license or permit to Contractor or any Subcontractor.

6.12 Compliance with Patents

A. Patent Rights. Contractor shall do all things necessary to obtain such rights and licenses as may be necessary in connection with all costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

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6.13 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract, shall be in any way affected thereby. The unenforceability of any provision of this Contract in a specific situation shall not affect the enforceability of that provision in any other situation.

6.14 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor, nor was the making and execution of this Contract induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced herein.

6.15 Amendments

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

6.16 Counterparts

This Contract is being executed in five original counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract Agreement to be executed as of the day and year first written above.

Attest/Witness:

DUPAGE WATER COMMISSION

By: _____

By: _____
Paul D. May, P.E.

Title: _____

Title: General Manager

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Attest/Witness:

**D. Construction, Inc. and Benchmark
Construction Co., Inc., A Joint Venture**

By: _____

By: _____
Kenneth Sandeno

Title: _____

Title: **President**

Attest/Witness:

By: _____

By: _____
Mark Atkins, Jr.

Title: _____

Title: **President**

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS**

STATE OF ILLINOIS)
)
COUNTY OF _____)

SS

CONTRACTOR'S CERTIFICATION

Kenneth Sandeno and Mark Atkins, Jr., being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 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.

DATED this _____ day of _____, _____.

Attest/Witness:

*D. Construction, Inc. and Benchmark
Construction Co., Inc., A Joint Venture*

By: _____
Signature, Title

By: _____
Kenneth Sandeno, President

Subscribed and Sworn to
before me this _____ day
of _____, 20____.

My Commission Expires: _____

Notary Public

[SEAL]

Attest/Witness:

By: _____
Signature, Title

By: _____
Mark Atkins, Jr., President

Subscribed and Sworn to
before me this _____ day
of _____, 20____.

My Commission Expires: _____

Notary Public

[SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS**