AGENDA – Engineering and Construction Committee

Thursday, November 19, 2026 6:00 PM

Committee Members

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

I. Roll Call

II. Approval of the October 15, 2026, Engineering & Construction Committee Minutes

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

III. Report of Status of Operations and Construction

IV. **Resolution R-81-26:** A Resolution Approving the Purchase and Installation of a Replacement and Upgraded Perimeter Security Solution for the DuPage Pumping Station **(Schneider Electric – Cost Not-To-Exceed $250,000)**

V. **Resolution R-82-26:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-13/25 to John Neri Construction Co., Inc – WAO No. 13.010 **(John Neri Construction Co., Inc. – WAO No. 13.010 – Estimated Expense of $96,450)**

VI. **Resolution R-84-26:** Award of a Contract for the Construction of the West Feeder Main to Meter Stations MS 31A and MS 33A **(Contract FW-1/25 Section 3 – Acqua Performance Group, LLC - $33,316,816)**

VII. **Resolution R-85-26:** A Resolution Approving and Ratifying a Second Amendment to Task Order No. 02 Under a Master Services Agreement with Jacobs Associates dba Delve Underground **(Increase in Not-To-Exceed Amount by $30,000)**

VIII. **Resolution R-87-26:** A Resolution Approving and Ratifying Certain Change Orders for Contracts Related to the Construction of the WaterLink Pipeline Construction Project – TW Section 1 **(D. Construction & Benchmark Construction - $85,595.00)**

IX. **Resolution R-88-26:** A Resolution Approving and Ratifying Certain Change Orders for Contracts Related to the Construction of the WaterLink Pipeline Construction Project – TW Section 2A **(Airy's, Inc. - $23,370.00)**

X. **Resolution R-89-26:** A Resolution Approving and Ratifying Certain Change Orders for Contracts Related to the Construction of the WaterLink Pipeline Construction Project – FW Section 1 **(Bolder Contractors - $470,047.50)**

XI. **Resolution R-90-26:** A Resolution Awarding a 36-Month Contract to Beary Landscape Management for Landscape Maintenance Services for the DuPage Water Commission **(Base Bid of $81,222 for a 36-Month Contract)**

XII. **Resolution R-91-26:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-13/25 to John Neri Construction Co., Inc – WAO No. 13.011 **(John Neri Construction Co., Inc. – WAO No. 13.011 –Expense of $37,042.93)**

XIII. **Resolution R-92-26:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-13/25 to Benchmark Construction Co., Inc – WAO No. 13.013 **(Benchmark Construction Co., Inc. – WAO No. 13.013 – Expense of $29,915.67)**

XIV. **Resolution R-93-26:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-13/25 to Rossi Contractors, Inc. – WAO No. 13.012 **(Rossi Contractors, Inc. – WAO No. 13.012 – Estimated Expense of $195,049.49)**

RECOMMENDED MOTION: To recommend approval of Item 2 through 12 of the Engineering and Construction Committee Report section of the Commission meeting agenda

XV. Old Business

XVI. New Business

XVII. 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).

XVIII. Adjournment

Agendas\Engineering\2026\ENG2611.docx

DRAFT

Minutes of a Meeting
of the

ENGINEERING & CONSTRUCTION COMMITTEE

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

October 15, 2026

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

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

Committee members absent: None

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

Commissioner Cuzzone moved to approve the Minutes of the August 20, 2026, Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion was seconded by Commissioner Noonan 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 Resolution R-59-26, Manager of Water Operations advised the Committee this action appears on the agenda seeking authorization to procure pump rehabilitation services from Flow-Technics, Inc. to one (1) of the 5MGD centrifugal pumps within the Standpipe No. 1 pump station.

Regarding Resolution R-68-26, Manager of Water Operations advised the Committee this action appears on the agenda seeking authorization to enter into a preventative maintenance and warranty agreement with Westinghouse Electrical Supply Co. (WESCO) for the Standpipe No. 1 pump station variable frequency drives (VFDs).

Regarding Resolution No. R-65-26, Manager of Water Operations advised the Committee this action appears on the agenda seeking approval of QRE10 Work Authorization Order No. 007 to Volt Electric for annual Infrared Electrical Systems Scanning at the DuPage Pump Station and at the Standpipe No. 1 pump station.

Regarding Resolution No. R-69-26, Manager of Water Operations reported to the Committee this action appears on the agenda seeking authorization to a 1-year extension of the contract for Heavy Machinery and Equipment Rigging, Transportation and installation Service with Meccon Industries Inc., in order to facilitate the installation of HLP-8 and the continued removal and installation of the HLP pump control valves being refurbished.

Manager of Water Operations reported to the Committee that Staff will bring forth Work Authorization Orders under Quick Response Contract QR-13/25 for repairs to a sewer service collapse above the DWC Outer-Belt Transmission Main in Wheaton as well as a pipeline leak repair on the North Feeder Main in Addison.

Manager of Water Operations Bostick noted that performance evaluations for the motor control center is ongoing with Donahue Engineering, as is work with Arcadis, US regarding the Commissions risk and resiliency assessment and emergency response plan, which is likely to continue for the next few months.

With regard to coordination with the City of Chicago, Manager of Water Operations Bostick shared that Staff engaged an insurance consultant to conduct an inspection of the Lexington Pump Station to identify potential liabilities, with similar issues identified as those noted over the past several years. The report was shared with Chicago Staff, who acknowledged receipt. He also noted that Commission Staff are still working to get Chicago Staff to allow an inspection of the sluice gate at the Central Park Ave tunnel, which has been identified as a single point of failure with original construction dating back to the 1930's, however, Chicago Staff has indicated that they do not intend to allow the inspection and plan to do it themselves at some time.

Manager of Water Operations Bostick also indicated that the SCADA connection is still not working, which is an issue now going on for the past 13 years. He shared that Commission Staff has been engaged with City Staff in ongoing efforts to seek a resolution, however, the City is now concerned that allowing the proposed connection will create a security vulnerability.

Engineering Manager Loster noted that ongoing work with V3 Companies is wrapping up in the near future with a few sites added to the scope due to remaining funds available.

Engineering Manager Loster also indicated that geotechnical investigative work is proceeding at a handful of sites tied to future cathodic protection improvement sites, with borings being completed at the final six of twelve sites.

Engineering Manager Loster also noted that coordination work with the Village of Lombard regarding their fifth connection point continues to take place, with construction of their new tower currently underway.

Regarding the WaterLink Project, Engineering Manager Loster shared that the Phase II Engineering effort is now essentially complete. He advised the Committee that the final bid package is currently advertised, with bid opening scheduled for late October and a contract award recommendation targeted for the November Board meeting.

Engineering Manager Loster also noted that easement acquisition efforts continue to progress, with only one new ordinance on the agenda, the details of which will be discussed during closed session.

Engineering Manager Loster reported that Resolution R-69-26 is on the agenda in the form of a Task Order to Burns & McDonnell to continue serving as Program Manager on the WaterLink Project. He noted that this will cover the second year of the WaterLink Program and a new Task Order will be brought forward in late 2027 for the final months of the required Program Manager effort. He further noted that the proposed costs for the year 2 effort are within the program budget for this work.

Engineering Manager Loster shared that Resolutions R-74-26 through R-79-26 are significant change orders for six of the WaterLink contracts, generally comprised of Cathodic Protection design updates and ComEd spoils removal costs. He noted that the ComEd spoils cost increases were significantly negotiated over a

period of several weeks, with the proposed changes ultimately representing the most cost effective way forward while simultaneously maximizing the reduction in risk of cost overruns associated with delays.

Regarding construction on the WaterLink Program, Engineering Manager Loster noted that three locations remain under construction currently, including work along Book Road, 95th Street and Wolf's Crossing, and near the Oswego East High School where the groundbreaking event was held. He further noted that the Meter Station contract is expected to begin construction in the coming weeks.

Engineering Manager Loster also shared that a sinkhole formed in 95th Street recently, as a result of trenchless casing pipe installation through sandy substrate along Book Road. He noted that the void was immediately filled as a safety precaution and that traffic has been restricted in the affected lane. Engineering Manager Loster said that the restoration is targeted for the end of the month and is currently being coordinated with Naperville officials.

Commissioner Saverino inquired with the Committee if there were any further questions regarding the action items. Hearing none, Commissioner Cuzzone moved to recommend approval of items 2 through 12 of the Engineering and Construction Committee portions of the Commission Agenda (Items IV through XIV on the Engineering and Construction Committee Agenda). Seconded by Commissioner Noonan and unanimously approved by a Voice Vote.

Commissioner Saverino 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 Cuzzone moved to adjourn the meeting at 6:18 P.M. Seconded by Commissioner Saverino and unanimously approved by a Voice Vote.

BOARD/MINUTES/ENGINEERING/2026/ENG261015.doc

MEMORANDUM

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: 11/12/2026

Subject: Status of Operations, Engineering and Construction

Operations Overview

The Commission's discharge pumping for October 2026 totaled 2.22 billion gallons. This represents an average daily pumpage of 71.6 million gallons per day (MGD), which is lower than the October 2025 average day pumpage of 72.4 MGD. The maximum day discharge was 78.7 MG, which is lower than the October 2025 maximum day discharge of 90.7 MG. The minimum discharge was 62.0 MG.

The recorded total precipitation for October 2026 was .27 inches, which is lower than the 2.18 inches for October 2025.

The level of Lake Michigan on October 31, 2026, was 578.78 (Feet International Great Lakes Datum – IGLD 1985) compared to 578.38 (IGLD 1985) for October 31, 2025. NOAA history indicates the record low for Lake Michigan at 574.5 (2007) and the record high as 583.49 (1998).

DuPage Operations & Instrumentation Maintenance and Construction Overview

HLP No. 8 remains at Superior Industrial Equipment with completion of work delayed due to quality control issues where reinstallation is being pushed to December 2026 or January 2027.

The 5th of 9 High-Lift Pump Control Valves programmed for refurbishment is in process at A/C Service and Repair in York, PA. Delivery and re-installation of the refurbished valve is tentative for December 2026.

Resolution No. R-90-26 appears on the agenda seeking approval of a 36-Month Contract to Beary Landscape management for Landscape Maintenance Services at a base expense of $81,222.

Medium Voltage Switchgear Control Panel design is complete, and the Factory Acceptance Testing has been successfully completed. Upon delivery to Elmhurst, a Quick Response Electric Contract Work Authorization Order will be brought forth for Board consideration.

Task Order No. 02 with Donohue and Associates to conduct performance evaluations of the DuPage Pumping Station's High-Lift Pump (HLP) Motor Control Centers (MCC-A/B) is ongoing. The study is intended to recommend improvement strategies such as HLP monitoring and control device rehabilitation or replacement needed to meet the Commission's long-term goals.

Staff have completed two workshops with Arcadis USA, Inc., for the thorough rewrite of the Risk and Resiliency Assessment and Emergency Response Plan. Critical asset prioritization and critical spare parts inventory are completed. The review of physical security aspects at the Lexington and DuPage pump stations, water storage systems and a cross section of meter stations was completed, and the financial resiliency aspects are being developed. As reported to the Board in May, a rewrite is being carried out to ensure full compliance with regulatory standards, and that any new, updated, or emerging standards and requirements are met.

Chicago Water Supply - Operations and Maintenance Overview

DWC Staff have received a copy of the Chicago Department of Water Managements Internal 2025 Lexington Pump Station Condition Assessment, and the report is under review by staff.

No Change in Status: Having received the Lexington Pump Station report from the Commission's property insurer AIG, as has been customary, the report has been reviewed by Chicago, and their responses have been forwarded to AIG.

No Progress to Report: As a single point of failure, Staff have reached out to DWM to discuss critical sections of the 12' diameter tunnel that only serves the Lexington Pump Station. Staff are seeking evidence that the sluice gates, installed in the 1930's found at the headworks, are in a secure condition in the open position. Staff are working towards setting up DWC consultants and service vendors to launch a remotely operated vehicle into the tunnel shafts to record and assess the condition of the gates.

The Lexington Pump Station replacement of the pump and motor vibration analysis instrumentation was approved under R-18-26. The monitoring equipment has been received, and installation work has resumed after supply chain issues were resolved. Completion of the work is now tentative for mid-November.

While the Chicago DWM instrumentation consultant replaced the DWM's PC at DWC and intermittent issues continue, staff and their SCADA consultants have met with Chicago DWM SCADA consultants to discuss the continuing issues with the Chicago SCADA system deficiencies, and several potential modifications are being proposed for consideration.

Alternate Water Source

The Source Water project continues to move forward. Three qualified submittals were received for the Program Manager position, and desktop reviews have been completed, with three firms moving

on to the interview phase. Interviews are scheduled for the week of November 9, after which time the review panel intends to identify a preferred vendor. The preferred vendor will be asked to provide a presentation to the Board at the December Board meeting, with the intention of having a contract completed for consideration by the Board in Q1 2027.

As directed by the Finance Committee, Solicitations have been prepared for Bond Counsel and Financial Advisor, both are currently open with submittals due at the end of the month. Submittals will be reviewed by a selection panel consisting of staff and Finance Committee members, with recommendations to the Board of Commissioners expected in December or January.

Raftelis has completed a detailed financial analysis and prepared a financing strategy for the project, issued a report to provide context on the bond market and likely reception of the debt issues, and is in the process of preparing WIFIA LOI documentation; a preliminary meeting has been held with WIFIA representatives and the project was very well received. The Finance Committee will be convening at 5pm on Thursday November 19, at which time a presentation will be provided by Raftelis, followed by discussion/engagement with Finance Committee members relative to the financial strategy. All Board members are welcome to attend.

Chairman Zay and Commissioner Suess continue to participate in collaboration meetings with leadership from NSMJAWA and Glencoe, and significant progress continues; the most recent meeting is on 11/16/26.

Metro Strategies has been fully engaged in the Communications role, and has prepared a variety of communications tools, including a project website: www.lakemichiganregionalwatersupply.org. Please visit the site if you get a chance; the Solicitation for the Program Manager is under the "Project Partners" tab.

Staff continue to work with Delve Underground to advance Lake Michigan geotechnical planning services including Project Management & Coordination, Preliminary Geotechnical Investigation Planning and Permitting for Lake Michigan and coordination with the Army Corps of Engineers and Coast Guard; these tasks are currently underway and continuing.

Pipeline & Remote Facilities Maintenance Overview

Resolution R-82-26 appears on the agenda seeking approval and ratification of Quick Response Contract QR-13/25 WAO No. 010 with John Neri Construction Co., Inc. for up to seven (7) frame & lid and cathodic protection system structure repairs at an estimated expense of $96,450.

Resolution R-91-26 Appears on the agenda seeking approval and ratification of Quick Response Contract QR-13/25 WAO No. 011 with John Neri Construction Co., Inc. as immediate action was required to reconstruct a collapsed sewer service lateral above the Outer Belt Transmission Main trench on President Street in the City of Wheaton at an expense of $37,042.93.

Resolution R-92-26 Appears on the agenda seeking approval and ratification of Quick Response Contract QR-13/25 WAO No. 011 with Benchmark Construction Co., Inc. to repair a leaking 12-inch

diameter Ductile Iron Pipe (DIP) water main located in the City of Darien caused by a utility contractor causing damage resulting in a leak on the South Feeder Main at an expense of $29,915.67.

Resolution R-93-26 Appears on the agenda seeking approval and ratification of Quick Response Contract QR-13/25 WAO No. 012 with Rossi Contractors, Inc. to repair a leaking 24-inch diameter Ductile Iron Pipe (DIP) water main located in the Village of Addison on the North Feeder Main at an estimated expense of $195,049.49.

Pipeline and Remote Facilities staff, based upon an engineer's recommendation stemming from the hydraulic model calibration, have been investigating the Commission's transmission and distribution system for possible air accumulation or partially closed valves.

Pipeline and Remote Facilities staff have been coordinating with Corrpro the installation of cathodic protection system repairs at Standpipe No. 03. While the standpipe will be drained, staff has arranged for Dixon Engineering to perform a dry-tank maintenance inspection of the coating systems.

Pipeline and Remote Facilities staff is completing the work records and supporting documentation required for payments to contractors for various repairs performed on President Street in Wheaton, Lake Street in Addison and on Bailey Road in Darien.

Pipeline and Remote Facilities staff continue to inspect Remote Facilities, perform the annual air release valve structure inspections, and perform maintenance and repairs on corrosion protection system installed on DWC the transmission and distribution systems.

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 IDOT construction work along IL-55, Butterfield Road adjacent to the Commission's 54-inch Southwest Transmission Main.

SCADA & Information Technology Overview

The SCADA Replacement Project (Contract PSD-9/21) is ongoing, remote site work continues, with the first line of meter stations, ROVs, and Tank Sites being transitioned to the new SCADA system. This work will continue throughout the year and into 2027; staff is transitioning to the second line of remote sites. Remote site RTU replacement has been going at a good pace with up to two sites being completed in a week. Line 1 has been nearly completed, which includes Lexington, the Tank Sites, and a third of the Meter Stations and ROVs. Panel installations have been accompanied by additional site improvements including replacement of pressure transmitters, addressing additional open items, and updating and developing new documentation and procedures. Work will continue at this pace and will likely increase as remote facilities serviced by Radio Path Line 2 transitioning is underway.

Staff held a site visit with the HDR Engineering team in regards to the Building Information Model (BIM) RFP development project and are scheduling workshop 3 to continue development.

Resolution R-81-26 appears on the agenda seeking approval to purchase and installation of a replacement perimeter security solution around the DuPage Pump Station campus, as the current system is nearing end of life. The proposed solution is at a cost not to exceed $250,000.00 and is a budgeted item included in the FY 26/27 Management Budget.

The annual Customer Meter Testing Program is underway and is currently 53% complete.

Engineering & Capital Improvement Program Overview

Staff has advertised a solicitation to engage a single firm for a multi-year effort related to Cathodic Protection (CP) testing and inspection. The goal is to gain a more consistent approach to future CP efforts, with the guidance of a single firm that will establish a more comprehensive perspective on Commission infrastructure.

Additional efforts related to future CP work are ongoing as a bid package with a few select sites will be advertised in the near future, with the intention of construction at least a portion of the work before the end of the fiscal year, depending on budget.

With an increase in unrelated construction occurring in the vicinity of existing Commission infrastructure, Resolution R-85-26 represents a Task Order amendment to Delve Underground to continue performing pipeline conflict reviews, providing technical expertise when engaged by Commission Staff to ensure that potential impacts to existing Commission infrastructure are properly managed.

WaterLink Communities (Montgomery/Oswego/Yorkville)

Permitting efforts and coordination with numerous agencies will continue throughout the remainder of the construction phase. Additional opportunities to improve the project or realize additional cost savings are also constantly under review for implementation.

Efforts related to easement acquisition remain ongoing, prioritized based on contractor locations and rates of progress. This work includes necessary property acquisition required in order to complete the construction of the WaterLink Pipeline.

Construction remains underway at three different sections throughout the project area, including the Book Road and “2B” portions of the 54” transmission main, as well as Section 1 on the smaller 36” diameter feeder main. Work within the ComEd corridor has begun on section 2B and is scheduled to begin on section 3B later this month. The Meter Station contract as well as Section 2 of the smaller 36” diameter feeder main are also both scheduled to begin in the coming weeks.

Resolutions R-87-26 through R-89-26 also appear on the agenda, representing ongoing change orders associated with field quantity adjustments at various locations. These are items where quantities in the field have exceeded the quantities originally bid for a respective bid package.

The final bid package, which includes nearly 25,000 feet of 20” and 24” feeder main pipe was advertised with bids opened in late October. A total of three bids were received, with the lowest responsible bid having been submitted by a Joint Venture (JV) of Precision Construction and Engineering and Acqua Contractors. Resolution R-84-26 represents a construction contract award to the JV for this work.

With the completion of this bid opening and subsequent award, all WaterLink construction packages have now been bid and awarded and remaining efforts will be focused solely on construction management.

Board Action Items:

Resolution R-81-26: A Resolution Approving the Purchase and Installation of a Replacement and Upgraded Perimeter Security Solution for the DuPage Pumping Station **(Schneider Electric – Cost Not-To-Exceed $250,000)**

Resolution R-82-26: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-13/25 to John Neri Construction Co., Inc. – WAO No. 13.010 **(John Neri Construction Co., Inc. – WAO No. 13.010 – Estimated Expense of $96,450)**

Resolution R-84-26: Award of a Contract for the Construction of the West Feeder Main to Meter Stations MS 31A and MS 33A **(Contract FW-1/25 Section 3 – Acqua Performance Group, LLC - $33,316,816)**

Resolution R-85-26: A Resolution Approving and Ratifying a Second Amendment to Task Order No. 02 Under a Master Services Agreement with Jacobs Associates dba Delve Underground **(Increase in Not-To-Exceed Amount by $30,000)**

Resolution R-87-26: A Resolution Approving and Ratifying Certain Change Orders for Contracts Related to the Construction of the WaterLink Pipeline Construction Project – TW Section 1 **(D. Construction & Benchmark Construction - $85,595.00)**

Resolution R-88-26: A Resolution Approving and Ratifying Certain Change Orders for Contracts Related to the Construction of the WaterLink Pipeline Construction Project – TW Section 2A **(Airy's, Inc. - $23,370.00)**

Resolution R-89-26: A Resolution Approving and Ratifying Certain Change Orders for Contracts Related to the Construction of the WaterLink Pipeline Construction Project – FW Section 1 **(Bolder Contractors - $470,047.50)**

Resolution R-90-26: A Resolution Awarding a 36-Month Contract to Beary Landscape Management for Landscape Maintenance Services for the DuPage Water Commission **(Base Bid of $81,222 for a 36-Month Contract)**

Resolution R-91-26: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-13/25 to John Neri Construction Co., Inc. – WAO No. 13.011 **(John Neri Construction Co., Inc. – WAO No. 13.011 – Expense of $37,042.93)**

Resolution R-92-26: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-13/25 to Benchmark Construction Co., Inc.– WAO No. 13.013 **(Benchmark Construction Co., Inc. – WAO No. 13.013 – Expense of $29,915.67)**

Resolution R-93-26: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-13/25 to Rossi Contractors, Inc. – WAO No. 13.012 **(Rossi Contractors, Inc. – WAO No. 13.012 – Estimated Expense of $195,049.49)**

Attachments:

1. DuPage Laboratory Bench Sheets for October 2026
2. Water Sales Analysis 01-May-2022 to 31-October-2026
3. WaterLink Status Report
4. Alternate Water Source Report

DUPAGE WATER COMMISSION
PWS FACILITY ID# - IL435400
MONTHLY OPERATIONS REPORT
OCTOBER 2026

DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS

	CHICAGO SUPPLY				DUPAGE DISCHARGE						
DATE	FREE Cl_2 (mg/L)	TURBIDITY (ntu)	O-PO_4 (mg/L)	POWDER ACTIVATED CARBON ADDED (LBS/MG)	FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO_4 (mg/L)	ANALYST INT.
1	0.89	0.05	1.76	0.00	1.17	0.06	69	7.6	0.51	1.74	J.S.
2	1.2	0.04	1.57	0.00	1.33	0.06	69	7.6	0.47	1.67	J.S.
3	1.23	0.04	1.67	0.00	1.26	0.07	69	7.6	0.55	1.64	A.M.
4	1.24	0.04	1.59	0.00	1.35	0.06	69	7.6	0.52	1.55	A.M.
5	1.1	0.05	1.68	0.00	1.21	0.06	67	7.6	0.55	1.71	J.S.
6	1.15	0.05	1.68	0.00	1.25	0.07	67	7.6	0.53	1.40	J.S.
7	1.2	0.06	1.56	0.00	1.17	0.06	66	7.6	0.52	1.68	A.M.
8	1.31	0.06	1.62	0.00	1.13	0.08	66	7.7	0.52	1.40	A.M.
9	1.28	0.05	1.59	0.00	1.25	0.06	65	7.6	0.55	1.01	A.M.
10	1.14	0.05	1.68	0.00	1.28	0.06	66	7.7	0.52	1.69	J.S.
11	1.25	0.05	1.58	0.00	1.2	0.08	66	7.7	0.57	1.62	A.M.
12	1.19	0.06	1.56	0.00	1.17	0.07	66	7.7	0.56	1.58	A.M.
13	1.25	0.05	1.58	0.00	1.15	0.06	66	7.7	0.53	1.62	A.M.
14	1.19	0.05	1.68	0.00	1.23	0.06	67	7.7	0.54	1.63	J.S.
15	1.25	0.05	1.57	0.00	1.28	0.08	66	7.7	0.55	1.69	J.S.
16	1.24	0.05	1.61	0.00	1.25	0.07	66	7.6	0.52	1.60	J.S.
17	1.24	0.06	1.78	0.00	1.09	0.07	65	7.5	0.54	1.59	K.D.
18	1.16	0.05	1.70	0.00	1.12	0.06	66	7.6	0.54	1.65	K.D.
19	1.19	0.05	1.69	0.00	1.26	0.06	66	7.6	0.54	1.69	J.S.
20	1.27	0.09	1.66	0.00	1.23	0.07	64	7.6	0.55	1.60	J.S.
21	1.3	0.13	1.70	0.00	1.29	0.07	65	7.6	0.53	1.72	J.S.
22	1.33	0.05	1.63	0.00	1.24	0.06	64	7.6	0.59	1.70	R.C.
23	1.23	0.05	1.77	0.00	1.14	0.07	64	7.5	0.54	1.66	K.D.
24	1.17	0.07	1.63	0.00	1.26	0.05	64	7.5	0.55	1.65	R.C.
25	1.31	0.05	1.59	0.00	1.31	0.05	65	7.6	0.60	1.62	R.C.
26	1.21	0.05	1.60	0.00	1.14	0.06	64	7.5	0.54	1.59	K.D.
27	1.22	0.05	1.68	0.00	1.08	0.06	65	7.5	0.53	1.61	K.D.
28	1.16	0.06	1.55	0.00	1.27	0.05	64	7.5	0.56	1.63	R.C.
29	1.33	0.04	1.55	0.00	1.31	0.06	66	7.5	0.63	1.63	R.C.
30	1.24	0.04	1.56	0.00	1.31	0.06	66	7.5	0.59	1.62	R.C.
31	1.24	0.05	1.58	0.00	1.09	0.06	66	7.5	0.58	1.59	K.D.
AVG.	1.22	0.05	1.63	0.00	1.22	0.06	66	7.6	0.55	1.61	
MAX.	1.33	0.13	1.78	0.00	1.35	0.08	69	7.7	0.63	1.74	
MIN.	0.89	0.04	1.55	0.00	1.08	0.05	64	7.5	0.47	1.01	

Ross C. Bostick, Manager of Water Operations
ROINC - Certification No. 194171377

Date

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS 01-May-92 TO 31-Oct-26

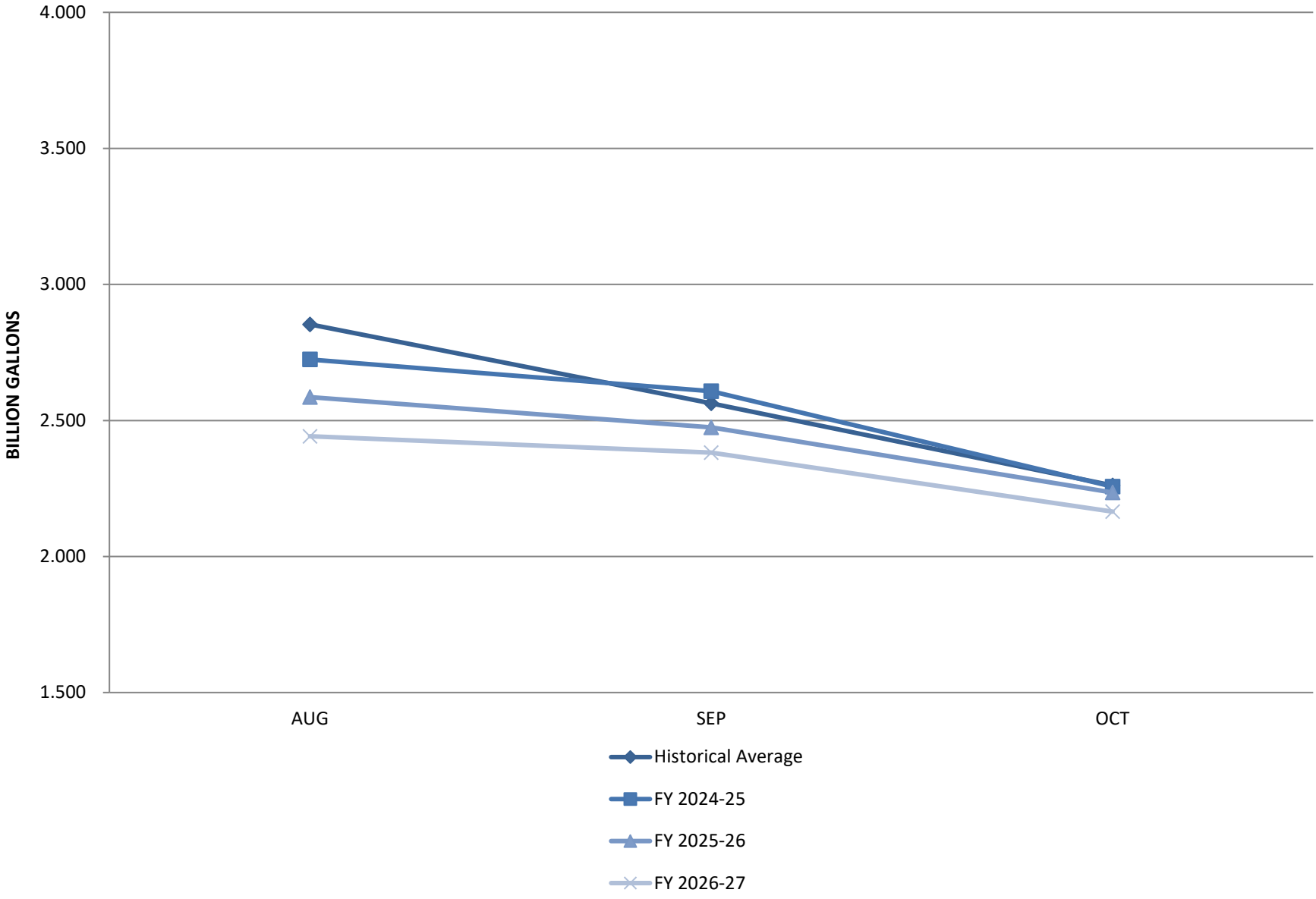
PER DAY AVERAGE 77,667,020

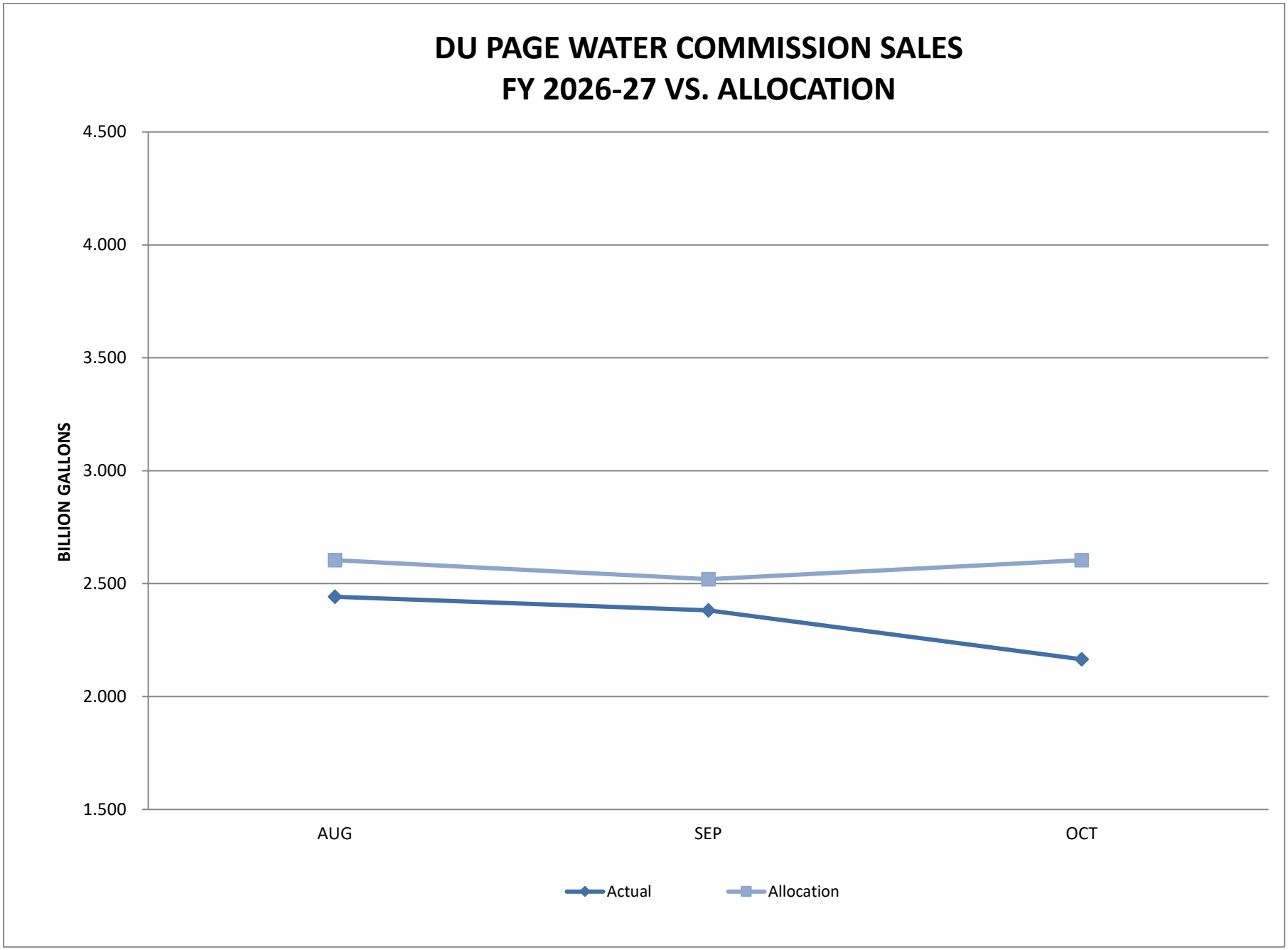
MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-23	2,474,377,000	2,540,440,833	97.40%	$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
Feb-26	1,906,592,000	1,953,475,741	97.60%	$11,058,233.60	$9,534,915.09	385,924	0.02%	97.62%	$5.80	$4.881
Mar-26	2,003,482,000	2,053,767,910	97.55%	$11,620,195.60	$10,024,441.17	366,128	0.02%	97.57%	$5.80	$4.881
Apr-26	1,980,944,000	2,034,065,526	97.39%	$11,489,475.20	$9,928,273.83	550,092	0.03%	97.42%	$5.80	$4.881
May-26	2,371,633,000	2,429,444,665	97.62%	$13,968,918.37	$11,858,119.41	1,075,739	0.04%	97.66%	$5.89	$4.881
Jun-26	2,386,900,867	2,457,327,994	97.13%	$14,058,846.11	$12,215,377.46	4,688,094	0.19%	97.32%	$5.89	$4.971
Jul-26	2,751,293,000	2,811,775,832	97.85%	$16,205,115.77	$13,977,337.66	820,761	0.03%	97.88%	$5.89	$4.971
Aug-26	2,441,907,000	2,507,424,884	97.39%	$14,382,832.23	$12,464,409.10	2,241,468	0.09%	97.48%	$5.89	$4.971
Sep-26	2,381,411,000	2,434,037,204	97.84%	$14,026,510.79	$12,099,598.94	1,892,861	0.08%	97.92%	$5.89	$4.971
Oct-26	2,164,909,000	2,216,566,739	97.67%	$12,751,314.01	$11,018,553.26	1,386,106	0.06%	97.73%	$5.89	$4.971
TOTALS (1)	978,759,788,665	1,006,694,593,769	97.23%	$2,678,517,137.28	$2,356,633,329.19	915,349,350	0.09%	97.32%	$2.74	$2.341

(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										
Oct-25	14,910,416,000	15,294,848,529	97.49%	86,480,413	74,195,777				$5.80	$4.851
Oct-26	14,498,053,867	14,856,577,318	97.59%	85,393,537	73,633,396				$5.89	$4.956
	(412,362,133)	(438,271,211)		($1,086,876)	($562,382)					
	-2.8%	-2.9%		-1.3%	-0.8%					
Month										
Oct-25	2,235,209,000	2,282,050,781	97.95%	12,964,212	11,138,690				$5.80	$4.881
Oct-26	2,164,909,000	2,216,566,739	97.67%	12,751,314	11,018,553				$5.89	$4.971
	(70,300,000)	(65,484,042)		($212,898)	($120,137)					
	-3.1%	-2.9%		-1.6%	-1.1%					
Oct>Sept	(216,502,000)	(217,470,465)		(1,275,197)	(1,081,046)					

DU PAGE WATER COMMISSION SALES
FY 2026-27, 2025-26 & 2024-25 VS. HISTORICAL AVERAGE




DU PAGE WATER COMMISSION SALES
FY 2026-27 VS. ALLOCATION
BILLION GALLONS
4.500
4.000
3.500
3.000
2.500
2.000
1.500
AUG
SEP
OCT
Actual
Allocation

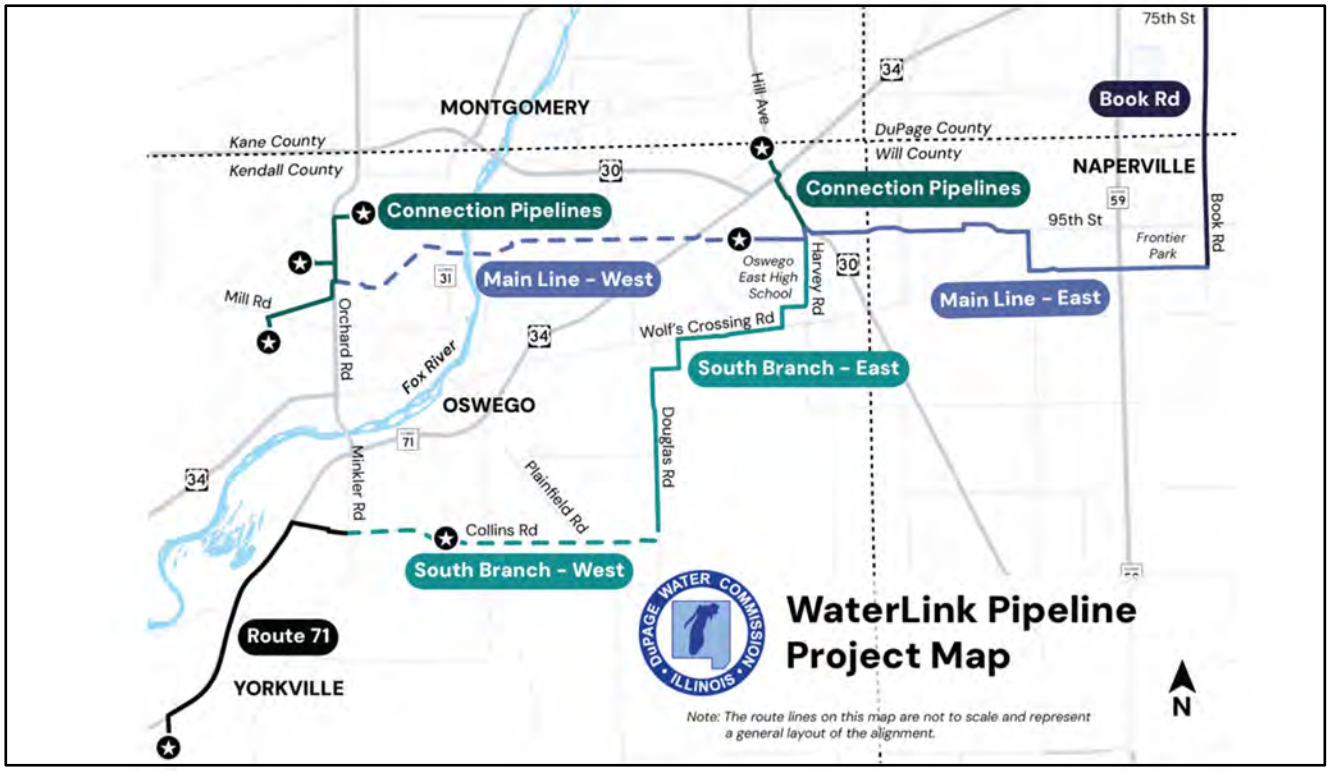
WATERLINK
MONTGOMERY • OSWEGO • YORKVILLE

WaterLink
Monthly Progress Report



November 2026

Data through October 31, 2026



Program Overview

Project Section	Monthly Progress Update
Book Road	
(TW-6/25 Section 1)	Under construction
Main Line – East	
(TW-6/25 Section 2A)	Under construction
(TW-6/25 Section 2B)	Under construction
(TW-6/25 Section 2C)	Under construction
Main Line – West	
(TW-6/25 Section 3A)	Contract awarded
(TW-6/25 Section 3B)	Under construction
(TW-6/25 Section 3C)	Contract awarded
South Branch – East	
(FW-1/25 Section 1)	Under construction
South Branch – West	
(FW-1/25 Section 2)	Contract awarded
Route 71	
(FW-1/25 Section 3)	Advertisement closed, anticipate contract award in November
Connection Pipelines	
(FW-1/25 Section 4)	Contract awarded
Meter Stations	
(MS 22/25)	Under construction

Project Stats & Milestones

Through October, crews have placed more than 14,000 feet of 54” and 48” water main along Book Road (TW-6/25 Section 1). Crews have placed more than 6,900 feet of 54” water main along Main Line – East (TW-6/25 Section 2A, 2B, 2C). And finally, crews have placed more than 7,500 feet of 36” water main along South Branch – East (FW-1/25 Section 1).

Project Section	Monthly Construction Update (Pipe installed in August)	Percent Complete
Book Road	Crews installed approximately 1,593 ft of 54” water main	90%
Main Line – East	Crews installed approximately 1214 ft of 54” water main	25%
Main Line – West	Tree clearing activity has been completed.	1%
South Branch – East	Crews installed approximately 1,447 ft of 36” water main.	30%
South Branch – West	Construction has not yet begun.	0%
Route 71	Construction has not yet begun.	0%
Connection Pipelines	Construction has not yet begun.	0%
Meter Stations	Crews have begun mobilization.	1%





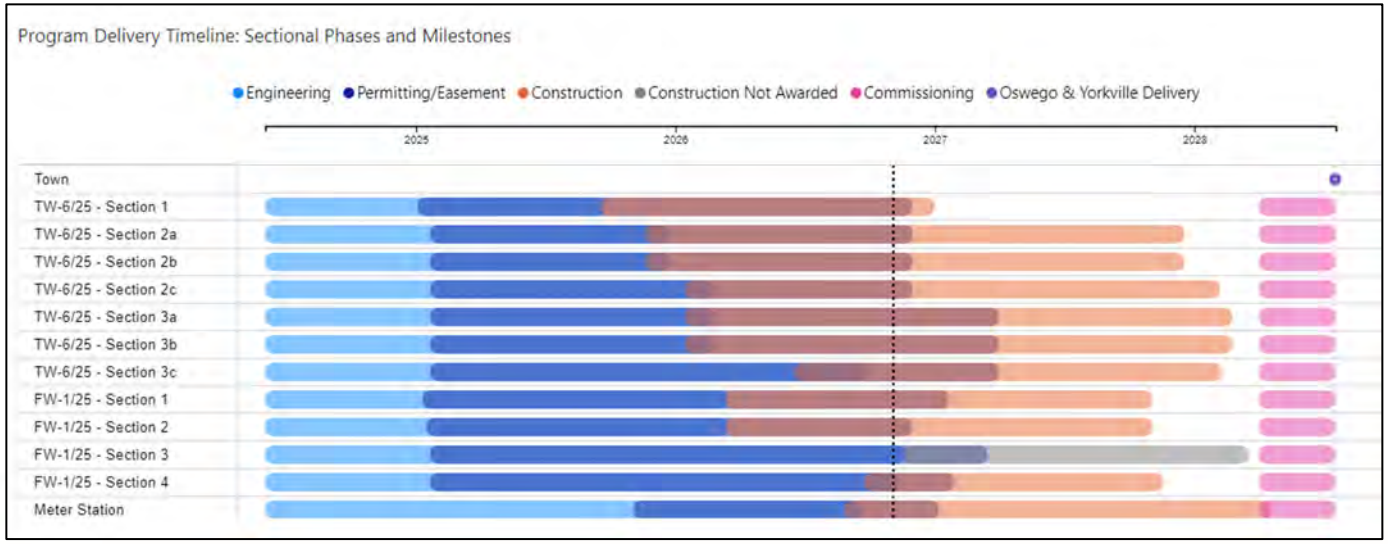
Schedule & Cost Tracking

Through October, eleven of the twelve contracts have been awarded. Bidding activities are complete for FW-1/25 Section 3, and reviews are ongoing with construction contract award target shifted from October to November 2026. Permit and easement acquisition is progressing in alignment with construction activities. Overall, the program schedule remains on track to achieve the targeted community water delivery dates.

Contract Section	Design	Permit Acquisition	Easement Acquisition	Construction Completion (per contract)
TW-6/25 – Section 1	Complete	Complete	NA	12-31-2026
TW-6/25 – Section 2a	Complete	In Progress	Complete	12-18-2027
TW-6/25 – Section 2b	Complete	In Progress	Complete	12-18-2027
TW-6/25 – Section 2c	Complete	In Progress	Complete	02-06-2028
TW-6/25 – Section 3a	Complete	In Progress	Complete	02-23-2028
TW-6/25 – Section 3b	Complete	In Progress	Complete	02-23-2028
TW-6/25 – Section 3c	Complete	In Progress	In Progress	02-08-2028
FW-1/25 – Section 1	Complete	In Progress	In Progress	11-03-2027
FW-1/25 – Section 2	Complete	In Progress	In Progress	11-03-2027
FW-1/25 – Section 3	Complete	In Progress	Complete	To be determined*
FW-1/25 – Section 4	Complete	In Progress	In Progress	11-18-2027
Meter Stations	Complete	In Progress	Complete	04-18-2028

$82.7 Million Spent

**Completion dates for sections that have not been awarded/NTP issued are estimates and subject to change.*



***Montgomery is not shown on the timeline because there's a significant gap in time. They are scheduled for water delivery in 2032.*

WATERLINK
MONTGOMERY • OSWEGO • YORKVILLE

Resolution #: R-81-26

Account: 01-60-771700

Approvals: *Author / Manager / Finance / Admin*

DC RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/12/2026

Description: **A Resolution Approving the Purchase and Installation of a Replacement and Upgraded Perimeter Security Solution.**

Agenda Section: Engineering & Construction

Originating Department: Systems & Information Technology

Due to security concerns staff does not intend to publicly reveal the detailed nature of the proposed security enhancements; Commissioners may direct questions to Denis Cuvalo:

The existing perimeter security system has been in service for the DuPage Pump Station campus for over twenty years. The system has reached its end of life, is no longer supported, and the stock of repair and replacement parts are diminishing. Commission staff therefore request an upgrade of a portion of the DWC campus perimeter security system. In anticipation of this proposal, this work is in the approved FY-27/28 Budget in account 01-60-771700. This system will support the security posture for the DuPage Pumping Station. Potential additional future site security measures are being evaluated by staff and may be brought forth for Board considerations at a later date.

Commission staff worked with Schneider Electric, the Commission's physical security support and maintenance contractor, for recommendations on similar and alternative security systems. After reviewing several options, including alternative technology, Commission staff requested a formal quote for the purchase, installation, and configuration of the most suitable perimeter security system. The proposed system is similar to what the Commission has employed for twenty-plus years, meeting the expectations and needs for this aspect of campus security. The proposal for the purchase, installation, and configuration of a perimeter security system for the DWC campus comes to a cost not to exceed $250,000, which is the amount budgeted for this item in the FY 2026-27 Budget.

Commission staff request authorization to purchase the hardware and utilize the professional services of Schneider Electric for the replacement of the perimeter security system around the Commission campus.

Recommended Motion: To approve Resolution No. R-81-26

DUPAGE WATER COMMISSION

RESOLUTION NO. R-81-26

A RESOLUTION
APPROVING THE PURCHASE AND INSTALLATION OF
A REPLACEMENT PERIMETER SECURITY SOLUTION

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 DuPage Water Commission received a price quotation from Schneider Electric, dated September 28, 2026, in the amount not to exceed $250,000.00 for the purchase, installation, and configuration of a replacement perimeter security system for the DWC campus requested by Commission staff; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to accept the price quotation offered by the Sole Source provider, Schneider Electric, to purchase, install, and configure a replacement perimeter security system for the DWC campus as requested by Commission staff;

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

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

SECTION TWO: The price quotation of Schneider Electric, dated as of September 28, 2026, for the purchase, installation, and configuration of a replacement perimeter security system for the DWC campus requested by Commission staff shall be and hereby is approved and accepted by the Board of Commissioners of the DuPage Water Commission in the amount not to exceed $250,000.00 necessary to effect the purchase of said hardware is hereby approved without further act.

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

	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-81-26.docx

EXHIBIT 1

Redacted Schneider Electric Proposal Dated 11/09/2026

November 6th, 2026

Mr. Denis Cuvalo
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126

Proposal # DEB-25-022

Re: **DuPage Water Commission –** [redacted] **Perimeter Security**

Dear Denis

Thank you for allowing Schneider Electric (SE) the opportunity to present this proposal for your security concerns. I respectfully submit the following for your review.

Perimeter Fence Security Objective: Removal of all current front Perimeter Beams. Install New Perimeter Beams [redacted], Install Perimeter Beams on [redacted]

Purchase & Install the following Equipment:
Transmitters/Receivers. [redacted] **Areas Demo and Installation:**
A. Remove old Beam transmitters/receivers. Leaving current cabling in place.
B. Purchase, Install & Configure All the new Transmitters/Receivers.
C. Purchase & install accessories for mounting any Transmitter/Receivers in the current footing/cement locations. Include any Grounding Rods
D. Label all cabling at Transmitter/Receivers
E. Remove old PS in cabinet [redacted].
F. Purchase & install Qty (2) [redacted] Power Converter in cabinet [redacted]
F. Purchase & install Qty (1) [redacted] PS in cabinet [redacted]
G. Remove old PS in cabinet [redacted]
H. Purchase & install Qty (2) [redacted] Power Converter in cabinet D[redacted]
H. Purchase & install Qty (1) [redacted] PS in cabinet [redacted]
I. Purchase & Install [redacted] Galvanized Poles and Footings

Transmitters/Receivers. NE corner on Blast Wall Demo and Installation:
A. Remove old Beam transmitters/receivers. Leaving current cabling in place.
B. Purchase, Install & Configure Transmitters/Receivers on blast wall.
C. Purchase & install accessories. Junction Box, Grounding rod, Etc....
D. On the Installation [redacted]; drilling will be required.
E. Label all cabling at Transmitter/Receivers
F. Purchase & Install Qty (1) [redacted] PS Charger in cabinet [redacted]

Schneider Electric will provide labor for the following:

- All current devices cabling on the Perimeter Beams will be reused.
  NOTE: If any cabling is found to be not functioning properly on the Perimeter cabling, a Change Order will be required to address the issue.
- Configure alarms within the access control system
- [redacted]
- Project Management & Coordination

PERIMETER SECURITY PROPOSAL PRICE: **$ 249,665.00**

[redacted]

Clarifications:

1. **Pricing** is based solely on the Schneider Electric scope and clarifications outlined herein. All pricing reflects materials and services based on our interpretation of the project requirements.
2. **All work** has been priced assuming completion during a single, continuous mobilization.
3. **Project phasing:** Schneider Electric has not included any phasing or breakout pricing and assumes the project will be completed in one phase. Any required remobilization due to phased execution may be subject to additional costs.

4. **Warranty:** A one (1) year warranty is included for all new equipment, including both parts and labor.
5. **Scope changes:** Any adds, moves, changes, or additional work requests will be performed at additional cost.
6. **Labor hours:** All labor has been estimated based on straight-time, first-shift work, Monday through Friday, 7:00 AM – 3:30 PM.
7. **Site conditions:** It is recommended that outside work be completed outside of ground freezing conditions.
8. **Existing infrastructure reuse:** The existing perimeter beam forms will be reused for mounting the new transmitters and receivers.
9. If any existing perimeter cabling is found to be non-functional or not performing to operational requirements, a Change Order will be required to complete necessary corrective work.
10. This proposal assumes cabling will be installed utilizing existing conduit pathways. If existing conduits do not have sufficient capacity for new cabling, a Change Order will be required.

Exclusions & Exceptions:

1. Schneider is unaware of any required permits or inspections normally required for work of this type and has not included any costs in our proposal. Should any Authority having Jurisdiction (AHJ) come forward and require any item that has cost; it shall be added to the project value as a change order.
2. Schneider Electric has no MBE/WEBE participation in this proposal.
3. No permits are included in this project.

* Taxes – The prices quoted herein does not include Federal, State, County, City, Sales, Use, Excise, Import, Export, or other similar taxes.

Pricing terms set forth in this proposal shall remain firm only for a period of 30 days.

This quote or proposal is submitted subject to and conditioned upon the terms and conditions being subsequently agreed to between the parties.

If you have any questions, please call me at (630)205-4818.

Sincerely,

Don Bachman

Don Bachman
Service Sales Representative
Schneider Electric Buildings Business
Don.bachman1@se.com

TERMS AND CONDITIONS OF SALE

900512PITC R03/15/26

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of Schneider Electric Buildings Americas Inc. ("Company") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Customer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of Company. The parties agree to be bound by the following terms and conditions.

1. **Quotations and Acceptance.** The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Customer only modified by written agreement or Company objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Customer may accept the quotation by signing and returning a copy to Company or by returning Customer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Company hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Customer's order, which will be of no force or effect except as may be expressly agreed to by Company in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersede all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. Company assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, Company assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.
2. **Payment.** Absent a contrary provision herein, Customer will pay Company monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Customer to Company within thirty (30) days after the date of substantial completion. If Company provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Company, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1½% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Company of an instrument for less than the full amount which Company claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Company. If Customer does not pay Company, through no fault of Company, within seven (7) days from the time payment was due, Company may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to Customer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Company may terminate this contract for material breach and all monies due Company for services performed and materials delivered shall be paid upon demand. Company shall be entitled to recover from Customer all costs for collection, including reasonable attorneys' and professionals' fees. To the extent payments are received and as required by law, and upon Customer's request, Company will furnish lien waivers as the work progresses.

   Company reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Customer's obligation. In event of payment default, Company may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Company's security interest in the goods. At Company's request, Customer will execute any necessary instrument to perfect Company's security interest.
3. **Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Company's net income) that are payable hereunder shall be the responsibility of Customer. If applicable, Customer shall provide Company a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
4. **Changes and Claims**. All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Company and approved by Customer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Company by Customer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Customer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Customer shall notify Company promptly in writing of any circumstances arising from the performance of the work herein described which reasonably may be anticipated to result in a claim or back charge to Company. Upon Company's receipt of such notification, Company shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Company will not be liable for any claim or back charge where Company has not been notified in the manner as set forth above.
5. **Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Company's holidays). If Customer requests Company to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Customer. If Company's work is to be performed on the project site, Customer will afford unrestricted access to Company and its employees and agents to all work areas.

6. **Damage or Loss to Equipment**. In the case of equipment not to be installed by or under supervision of Company, Company shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Company, Company shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Company, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Company, Customer agrees to promptly pay or reimburse Company an amount equal to the damage or loss which Company incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.

7. **Delays**. Customer shall prepare all work areas so as to be acceptable for Company's work required hereunder. Customer acknowledges that the contract sum is based upon Company being able to perform the work in an orderly and sequential manner, as Company so determines. If Company's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Customer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Customer to control, then Customer agrees that it will be liable to Company for all increased costs and damages which Company incurs as a result thereof. Furthermore, if Company is delayed at any time in the progress of the work by any act or neglect of Customer, or by any separate contractor employed by Customer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Company's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.

8. **Warranty**. Company warrants to Customer that all tangible articles manufactured by Company will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Company, Company's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Company provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Company, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Company in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Company shall be borne by Customer. Company warrants that for equipment furnished and or installed, but not manufactured by Company, Company will extend the same warranty terms and conditions which Company receives from the manufacturer of said equipment.

   This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Company. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Company or authorized subcontractors of the Company) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Company. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Company or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Company's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Company's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Company when due. If cause of defect is found not to be Company's responsibility, standard rates for repair or replacement and labor shall apply.

9. **Limitation of Liability.** In no event will Company's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or as may be required by law. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Laws and Permits.** Company shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Customer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.

11. **Disputes.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Company may have under construction mechanic or materialmen lien laws. Company shall have the right to suspend affected services pending resolution of disputes.

12. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than $1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the jurisdiction in which the project and services are being performed. No credit will be given or premium paid by Company for insurance afforded by others.

13. **Clean Up.** Company agrees to keep the job site clean of debris arising out of its operations. Customer shall not back charge Company for any costs or expenses for clean up or otherwise without prior written notice and Company's written consent.

14. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.

15. **Ethics and Compliance with Laws.** Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party. Without limiting the generality of the foregoing, Company's deliverables shall not (i) be exported or re-exported to any destination or party restricted by applicable US, EU or other national or international export control laws or regulations, or (ii) be used for those purposes or fields restricted by such laws and regulations. Company shall be excused from performing any obligations that would violate applicable legal requirements or could expose Company to liability thereunder. In the event Customer has concerns related to ethics, compliance, or Company's Principles of Responsibility, and/or any potential violations of these policies, Customer is welcome to make use of Company's GreenLine. The GreenLine is Company's global helpline for external stakeholders. It is a confidential channel through which Customers can ask questions and raise concerns. Reports can be made using the link: https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html.

16. **Cybersecurity.** Customer's Obligations for Its Systems: Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect its computer network, systems, machines, and data (collectively, "Systems"), including those Systems on which it runs the Products or Services provided by Company, against Cyber Threats. "Cyber Threat" means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, including through malware, hacking, or similar attacks.

    Company's scope does not include the implementation and/or maintenance of a Security Program to protect Customer's Systems against Cyber Threats. Company shall not be responsible for any losses or damages that may result from Customer's failure to maintain their own security programs in accordance with industry standards or to promptly follow Company's guidance with respect to the deliverables (i.e., by installing recommended updates or patches), whether provided via Company's security notification webpage at https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp or otherwise.

Resolution #: R-82-26

Account: 01-60-663100

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/12/2026

Description: **A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-13/25 to John Neri Construction Co., Inc.**

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

The Commission entered into certain agreements dated June 30, 2025, with John Neri Construction Co. Inc., Rossi Contractors Inc., and Benchmark Construction Co. Inc., for Quick Response construction work, as needed, through the issuance of Work Authorization Orders (Contract QR-13/25) and ending on June 30, 2027. Resolution No. R-82-26 approves the following Work Authorization Orders under the Quick Response contracts.

Work Authorization Order No. 13.010 to John Neri Construction Co., Inc.
Pipeline and Remote Facilities staff have identified six (6) manhole frames & lids, and cathodic protection handhole structures that require repairs. The repairs include breaking asphalt and/or concrete street surfaces/bases, excavating existing frames and adjustment rings, and resetting, replacing, or installing new adjustment rings, frames, or lids. Staff requested the QR contractors to provide an estimate for six (6) structures for repairs with an option to include an additional one (1) structure, to be identified by Staff, for the potential of seven (7) structures to be repaired. The proposals are listed below:

John Neri Construction Co., Inc.	$ 96,450.00
Rossi Contractors, Inc.	$128.572.00
Benchmark Construction Co., Inc.	$145,000.00

Staff believe the proposal of John Neri Construction Co. Inc. is to be in the best interest of the Commission with a contingency of ten percent (10%) for unforeseen circumstances.

Recommended Motion:

To adopt Resolution No. R-82-26, WAO No. 13.010 at an estimated expense of $106,095.

RESOLUTION NO. R-82-26

A RESOLUTION APPROVING CERTAIN WORK AUTHORIZATION ORDERS UNDER QUICK RESPONSE CONTRACT QR-13/25

WHEREAS, the DuPage Water Commission (the" Commission") entered into certain agreements dated June 30, 2025, with John Neri Construction Co., Inc., Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work related to the Commission's Waterworks System (said being hereinafter collectively referred to as "Contract QR-13/25");

WHEREAS, Contract QR-13/25 is intended to allow the Commission to direct one or more or all the quick response contractors to perform quick response construction work, including without limitation construction, alteration, and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

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

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

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

SECTION TWO: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the work

Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are 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.				
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-82-26.docx

EXHIBIT 1

Work Authorization Order No 13/25.010

John Neri Construction Co., Inc. Proposal dated October 22, 2026

JNC

JOHN NERI CONSTRUCTION CO., INC.
Sewer & Water Contractors
770 Factory Road *Addison, IL 60101
Tel: 630 629-8384* Fax: 630 629-7001
www.johnnericonstruction.com

October 22, 2026

Mr. Dariusz Panaszek
DuPage Water Commission
600 E. Butterfield Rd.
Elmhurst, Illinois 60126

2027 FY Frame and Lid Repair List. Only frames and lids provided by DWC

#	Asset	Pipeline	Station	Location	Village	Comments on Repairs	Type	Structure	Estimated cost
1	10347	TN-1/88	457+04	41.93577392 - 87.95359514	Bensenville	Frame and lid replacement. Replace and restore to IDOT specifications. Replace BOV lid to AR lid.	AR	29"	$ 13,750.00
2	10454	TOB-E87	778+36	41.95062914 - 88.08074495	Bloomingdale	Frame and lid replacement. Replace to IDOT specifications. Structure in asphalt.	AR	29"	$ 15,700.00
3	10124	FNW	131+60	41.88361636 - 87.97899527	Villa Park	Frame and lid replacement. Replace to IDOT specifications. Structure in asphalt.	AR	29"	$ 10,800.00
4	10131	FOB-2/89	87+95	41.95321055 - 88.11342982	Bloomingdale	Frame and lid replacement. Replace to IDOT specifications. Structure in asphalt.	AR	29"	$ 13,600.00
5	10104	FN-2/89	135+75	41.95056157 - 88.03168109	Addison (unincorporated)	Frame and lid replacement. Replace to IDOT specifications (needs frame). ***Structure in concrete.***	AR	29"	$ 17,500.00
6	10105	FN-2/89	158+64	41.95684475 - 88.03159819	Itasca	Frame and lid replacement. Replace to IDOT specifications (needs frame). ***Structure in concrete.***	AR	29"	$ 13,500.00
7	TBD					Repair/install frame and lid in an asphalt or concrete paved area. Work requires breaking asphalt and/or concrete street base, excavation of existing frame and adjustment rings, resetting, replacing or installing new adjustment rings, frame and lid, restoration in compliance with the local authority having jurisdiction, of existing roadway pavement, curb/gutter, sidewalk and parkway disturb or damaged due to repair work.			$ 11,600.00
									$ 96,450.00

Total estimated cost for above work.

Sincerely,

John Neri Construction Co., Inc.

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-13/25: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-13.010

LOCATION:

Various locations throughout Commission transmission and distribution system, see attached map book.

CONTRACTOR:

John Neri Construction Co. Inc.

DESCRIPTION OF WORK:

In accordance with John Neri Construction Co., Inc, proposal dated October 22, 2026, repairs include breaking asphalt and/or concrete street bases, excavating existing frames and adjustment rings, and resetting, replacing, or installing new adjustment rings, frames, or lids at 6 discrete locations plus an additional 1 location if deemed necessary and so directed by the Commission and restoration of all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

REASON FOR WORK:

Manhole lid and repairs are needed to maintain infrastructure an improve safe access to our pipeline facilities.

MINIMUM RESPONSE TIME:

N/A

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

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

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[ ] **IS** [X] **IS NOT** **PRIORITY WORK**

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED:

NO

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

NO

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

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

DATE:_____

Resolution #: R-84-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

AS JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/12/2026

Description: **Award of a Contract for the Construction of the West Feeder Main to Meter Stations MS 31A and MS 33A (Contract FW-1/25 Section 3)**

Agenda Section: Engineering & Construction

Originating Department: Engineering

WaterLink design efforts have been completed with the final pipeline construction package advertised earlier this fall.

The first eleven construction packages, TW-6/25 Sections 1, 2A, 2B, 2C, 3A, 3B, and 3C, FW-1/25 Sections 1, 2, and 4, and the Meter Station package have all been bid with contracts awarded by the Board in late 2025 and 2026. This left only one feeder main package to bid/award.

FW-1/25 Section 3 includes the installation of just under five miles of pipeline throughout each of the WaterLink Communities, ranging in diameter from 20" to 24". This work will connect the larger 54" transmission main from TW-6/25 Section 2C and FW-1/25 Section 2 to two of the seven WaterLink delivery sites along Route 71 and Route 30. The bid opening was held on October 21st, with three bids received. The bidders and their respective bids for each alternate can be seen in the table below.

Bid Alternates	Acqua Performance Group, LLC	Austin Tyler Construction, Inc.	John Neri Construction Co., Inc.
Alternative 1 (Jack & Bore)	$33,316,816.00	$35,144,703.20	$42,683,016.50
Alternative 2 (Horizontal Directional Drill)	$34,087,168.00	-	$46,907,459.00

Based on the results of the bid opening, Alternate 1, trenchless installation via the jack and bore method has been identified as the desirable alternative, with the Joint Venture of Acqua Contractors Corporation and PCE Performance Construction & Engineering (Joint Venture) identified as the lowest responsible bidder with a submitted bid of $33,316,816.00.

Resolution R-84-26 would approve a contract with the Joint Venture for the construction of the FW-1/25 Section 3 Project in the amount of $33,316,816.00.

Commission Staff have not previously worked with either member of the Joint Venture, however, references were contacted for both contractors with generally positive feedback received.

Recommended Motion:

To adopt Resolution R-84-26.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-84-26

A RESOLUTION AWARDING A CONTRACT FOR THE CONSTRUCTION OF
THE FW-1/25 SECTION 3 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 3 Contract; and

WHEREAS, bids for Contract FW-1/25 Section 3 were received on October 21, 2026; and

WHEREAS, the Commission has reviewed the proposals received and determined that the proposal of the Joint Venture of Acqua Contractors Corporation and Performance Construction & Engineering, LLC. (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 3 Project in the amount of $33,316,816.00, 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-84-26.docx

EXHIBIT A

DuPage Water Commission

Contract for the Construction of

West Feeder Main

To Meter Stations MS 31A and MS 33A

Contract FW-1/25 Section 3

VOLUME I

CONTRACT DOCUMENTS

DuPAGE WATER COMMISSION

CONTRACT FOR THE CONSTRUCTION OF

CONTRACT FW-1/25 SECTION 3

TABLE OF CONTENTS

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

CONTRACT AGREEMENT BETWEEN

DuPAGE WATER COMMISSION

AND

ACQUA PERFORMANCE GROUP, LLC.

FOR THE CONSTRUCTION OF

CONTRACT FW-1/25 SECTION 3

CONTRACT AGREEMENT BETWEEN

DuPAGE WATER COMMISSION

AND

ACQUA PERFORMANCE GROUP, LLC.

FOR THE CONSTRUCTION OF

CONTRACT FW-1/25 SECTION 3

TABLE OF CONTENTS

Page

ARTICLE I THE WORK 1

1.1 Performance of the Work 1
1.2 Contract Documents 2
1.3 Interpretation of Contract Documents 2

ARTICLE II CONTRACT TIME 4

2.1 Commencement Date 4
2.2 Completion Date 4
2.3 Time of the Essence 4

ARTICLE III CONTRACTOR'S WARRANTIES AND REPRESENTATIONS 5

3.1 Warranties and Representations 5
3.2 Affirmation of Other Warranties and Representations 7

ARTICLE IV FINANCIAL ASSURANCES 8

4.1 Bonds 8
4.2 Insurance 8
4.3 Indemnification 9
4.4 Penalties 10

ARTICLE V CONTRACT PRICE AND PAYMENT 10

5.1 Contract Price 10
5.2 Acceptance as Full Payment and Satisfaction 10
5.3 Method of Payment 11

ARTICLE VI LEGAL RELATIONSHIPS AND REQUIREMENTS 11

6.1 Binding Effect 11

6.2 Relationship of the Parties 11
6.3 Assignment 11
6.4 Confidential Information 12
6.5 Publicity 13
6.6 No Waivers 13
6.7 No Third Party Beneficiaries 14
6.8 Notices 14
6.9 Governing Laws 15
6.10 Changes in Laws 15
6.11 Compliance with Laws and Grants 15
6.12 Compliance with Patents 16
6.13 Severability 17
6.14 Entire Agreement 17
6.15 Amendments 17
6.16 Counterparts 18

CONTRACT AGREEMENT BETWEEN

DuPAGE WATER COMMISSION

AND

ACQUA PERFORMANCE GROUP, LLC.

FOR THE CONSTRUCTION OF

CONTRACT FW-1/25 SECTION 3

THIS CONTRACT AGREEMENT, made as of this **19th** day of **November**, **2026**, by and between the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a public corporation, and **Acqua Performance Group, LLC.**, a **Joint Venture**.

W I T N E S S E T H:

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 3* 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.

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, 2, and 3.**

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., 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. From west side of Collins Road and Minkler Road intersection, along private easements to Route 71, along east side of Route 71, south along private easement to United City of Yorkville meter station site. From east of US Route 30 between Mitchell Drive and Harvey Road cul-de-sac, north along east side of US Route 30, crossing US Route 30 north of Lincoln Station Drive and US Route 30, north along west side of US Route 30, crossing US Route 30 south of US Route 34, north along east side US Route 30, crossing US Route 30 to Village of Montgomery meter station site.

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.

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 420 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,

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

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.

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.

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

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.

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.

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

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

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:

Acqua Performance Group, LLC.
217 W. John Street
Plano, IL 60545

Attention: **Lonnie Avery or Alex Rendina**

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

By notice complying with the requirements of this Section, 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

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

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.

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: **Acqua Performance Group, LLC.**

By: _____ By: _____
Lonnie Avery/Alex Rendina

Title: _____ Title: **Managing Member**

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

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

CONTRACTOR'S CERTIFICATION

Lonnie Avery/Alex Rendina, 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 , 20___.

Attest/Witness: **Acqua Performance Group, LLC.**

By: _____ By: _____
Lonnie Avery/Alex Rendina

Title: _____ Title: **Managing Member**

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

My Commission Expires: _____

_____ [SEAL]
Notary Public

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

Resolution #: R-85-26

Account: As Assigned by Task Order

Approvals: *Author / Manager / Finance / Admin*

AS JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/12/2026

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

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 February 19, 2026, the Commission approved R-19-26, a First Amendment to Task Order No. 02, to be used for Indeterminate Needs as they arise. Since the approval of R-19-26, Delve has provided Impact Assessments and Construction Recommendations for several projects to ensure critical Commission infrastructure is not adversely impacted by the various proposed improvements.

Due to the number of construction projects adjacent to Commission infrastructure that have been proposed for review in recent months, the previously established budget for these reviews has been exhausted. However, projects continue to be submitted to the Commission for review, which require continued complex technical review. Due to the nature of this work and to extend Task Order No. 02 for various projects as they arise, Staff is recommending an increase in the not-to-exceed cost of Task Order No. 02 by $30,000.

Recommended Motion:

To adopt Resolution R-85-26.

RESOLUTION NO. R-85-26

A RESOLUTION APPROVING A SECOND 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 increase the not-to-exceed cost of services 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 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. 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 Second 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-85-26.docx

EXHIBIT 1

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

November 20, 2026

5. **Completion Date:**

N/A

6. **Submittal Schedule:**

N/A

7. **Key Project Personnel**:

Daniel Ebin
Sam Swartz

8. **Contract Price**:

Section 8 entitled "Contract Price" of Task Order No. 02 shall be amended in its entirety so that said Section 8 shall hereafter be and read as follows:

"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 November 19, 2026.

DUPAGE WATER COMMISSION

By: _____

Paul D. May, P.E.
General Manager

DWC DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:	Jeff Loster, P.E.
Title:	Engineering Manager
Address:	600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address:	loster@dpwc.org
Phone:	(630) 834-0100

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-87-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/12/2026

Description: **A Resolution Approving and Ratifying Certain Change Orders for Contracts Related to the Construction of the WaterLink Pipeline Construction Project (D. Construction & Benchmark Construction - $85,595.00)**

Agenda Section: Engineering & Construction

Originating Department: Engineering

With eleven construction contracts awarded on the WaterLink project and four of them currently under construction, there are any number of field changes that may necessitate a Change Order on a monthly basis. It is Staff's intention to combine and summarize these changes for Board review and approval at each Board meeting. All supporting documentation is provided in the following pages. They include:

1. A summary of all contract value and deadline changes, either previously approved, or contemplated within the current Change Order proposed
2. An additional breakdown of all Change Orders for each contract, with brief descriptions for Change Order components
3. Full Change Order documents with a more detailed breakdown of those items included in the *current* Change Order

Approval of these Change Orders would impact the net Contract Prices and contract durations as shown on the summary pages.

Approval of this Change Order does not authorize or necessitate a decrease in the Contract Price that is 50% or more of the original Contract Price.

Recommended Motion:

To adopt Resolution R-87-26

DuPAGE WATER COMMISSION

RESOLUTION NO. R-87-26

A RESOLUTION APPROVING AND RATIFYING CERTAIN CHANGE ORDERS FOR A CONTRACT FOR THE CONSTRUCTION OF THE WEST TRANSMISSION MAIN ALONG BOOK ROAD FROM 75TH STREET TO THE COMED R.O.W. (CONTRACT TW-6/25 SECTION 1 (BOOK ROAD))

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 TW-6/25 Section 1 (Book Road) Contract; and

WHEREAS, bids for Contract TW-6/25 Section 1 (Book Road) were received on July 1, 2025; 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 Change Orders set forth on Exhibit A, attached hereto and by this reference incorporated herein and made a part hereof, shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of Staff, the Engineers and the Contractors, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the contracts were signed, the Change Orders are germane to the original contracts as signed and/or the Change Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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-87-26.docx

EXHIBIT A

DUPAGE WATER COMMISSION
CHANGE ORDER

PROJECT NAME: West Transmission Main Along Book Road from 75th Street to ComEd R.O.W.

CHANGE ORDER #: 04

LOCATION: DuPage County, Illinois

CONTRACT NO. TW-6/25 Section 1

CONTRACTOR: D. Construction, Inc. & Benchmark Construction Co., Inc.

DATE: 11/12/26

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Quantity Increases (Field Changes)

B. REASON FOR CHANGE:

1. The items included in this change order are a result of pay item quantity increases from those numbers that were included in the bid. These items are all associated with guardrail components, which appear to have been undercounted during the design phase.

C. REVISION IN CONTRACT PRICE:

Item	Description	Cost	Time Extension
1	Quantity Overrun – Guardrail Components	$85,595.00	0 Days

II. CHANGE ORDER CONDITIONS:

1. The Contract Period established in the Contract, as signed or as modified by previous Change Orders, is hereby extended for 0 calendar days, maintaining the final Contract Completion Date of December 31, 2026.

2. Any Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Work to be performed under this Change Order and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."

3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.

4. All Work included in this Change Order shall be covered under the Bonds and the insurance coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	$67,148,000.00
2.	Net Increase/Decrease due to all previous Change Orders	-$18,663,093.27
3.	Contract Price, not including this Change Order	$48,484,906.73
4.	Increase/Decrease to Contract Price due to this Change Order	$85,595.00
5.	Contract Price including this Change Order	$48,570,501.73

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Lockwood, Andrews and Newnam, Inc.

By:_____ (_____)
Signature of Authorized Representative Date

CONTRACTOR: D. Construction Inc.

By:_____ (_____)
Signature of Authorized Representative Date

CONTRACTOR: Benchmark Construction Co., Inc.

By:_____( )
Signature of Authorized Representative Date

DuPAGE WATER COMMISSION:

By:_____( )
Signature of Authorized Representative Date

Contract Value Tracking

(as of 11/6/26)

Contract	Awarded Amount	Current CO Amount	Running Total	(over/under)	Original Deadline	Current Deadline
TW-6/25 Section 1	$67,148,000.00	**$25,000.00**	$48,570,501.73	-$18,577,498.27	12/31/2026	12/31/2026
TW-6/25 Section 2A	$12,356,369.00	**$1,762,861.00**	$14,142,600.00	$1,786,231.00	12/18/2027	12/18/2027
TW-6/25 Section 2B	$10,367,460.00	**$1,172,873.46**	$11,540,333.46	$1,172,873.46	12/18/2027	12/18/2027
TW-6/25 Section 2C	$26,900,617.00	**$2,139,950.93**	$29,040,567.93	$2,139,950.93	2/6/2028	2/6/2028
TW-6/25 Section 3A	$22,748,000.00	**$2,415,950.13**	$25,163,950.13	$2,415,950.13	2/23/2028	2/23/2028
TW-6/25 Section 3B	$10,188,020.00	**$1,334,550.00**	$11,522,570.00	$1,334,550.00	2/23/2028	2/23/2028
TW-6/25 Section 3C	$52,594,496.00	**$1,126,582.63**	$53,721,078.63	$1,126,582.63	2/8/2028	2/8/2028
FW-1/25 Section 1	$29,256,404.00	**$470,047.50**	$29,726,451.50	$470,047.50	11/3/2027	11/3/2027
FW-1/25 Section 2	$25,548,000.00	**$0.00**	$25,548,000.00	$0.00	11/3/2027	11/3/2027
FW-1/25 Section 3	(Not yet awarded)					
FW-1/25 Section 4	$15,171,368.00	**$0.00**	$15,171,368.00	$0.00	11/18/2027	11/18/2027
MS-22/25	$13,396,000.00	**$0.00**	$13,396,000.00	$0.00	4/18/2026	4/18/2026
	$285,674,734.00		**$277,543,421.38**	**-$8,131,312.62**		

TW-6/25 Section 1 (Book Road)

(Benchmark/D)

Original Contract Value:	$67,148,000.00
Original Contract Deadline:	12/31/2026
Current Contract Value:	$48,570,501.73
Current Contract Deadline:	12/31/2026

Change Order #	PCO #	Description	Cost Increase/ Decrease	Running Contract Total	% Increase/ Decrease	Time Extension (Days)	Resolution
1	1	Value Engineering Changes	($18,846,940.27)	$48,301,059.73	-28.07%	0	R-67-25
		Total CO Value:	**($18,846,940.27)**		**-28.07%**	**0**	
		Running Contract Value:	**$48,301,059.73**			**12/31/2026**	
2	2	Subsequent Changes based on Value Engineering (CO1)	$158,847.00	$48,459,906.73	0.24%	0	R-56-26
		Total CO Value:	**$158,847.00**		**0.24%**	**0**	
		Running Contract Value:	**$48,459,906.73**			**12/31/2026**	
3	10	#T625.1-10: MCI Fiber Utility Conflict	$25,000.00	$48,484,906.73	0.04%	0	R-74-26
		Total CO Value:	**$25,000.00**		**0.04%**	**0**	
		Running Contract Value:	**$48,484,906.73**			**12/31/2026**	
4	7	#T625.1-7: #TW6/25-1: Quantity Overrun Guardrail Items	$85,595.00	$48,570,501.73	0.13%	0	R-87-26
		Total CO Value:	**$85,595.00**		**0.13%**	**0**	
		Running Contract Value:	**$48,570,501.73**			**12/31/2026**	

Resolution #: R-88-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/12/2026

Description: **A Resolution Approving and Ratifying Certain Change Orders for Contracts Related to the Construction of the WaterLink Pipeline Construction Project (Airy's, Inc. - $23,370.00)**

Agenda Section: Engineering & Construction

Originating Department: Engineering

With eleven construction contracts awarded on the WaterLink project and four of them currently under construction, there are any number of field changes that may necessitate a Change Order on a monthly basis. It is Staff's intention to combine and summarize these changes for Board review and approval at each Board meeting. All supporting documentation is provided in the following pages. They include:

1. A summary of all contract value and deadline changes, either previously approved, or contemplated within the current Change Order proposed
2. An additional breakdown of all Change Orders for each contract, with brief descriptions for Change Order components
3. Full Change Order documents with a more detailed breakdown of those items included in the *current* Change Order

Approval of these Change Orders would impact the net Contract Prices and contract durations as shown on the summary pages.

Approval of this Change Order does not authorize or necessitate a decrease in the Contract Price that is 50% or more of the original Contract Price.

Recommended Motion:

To adopt Resolution R-88-26

DuPAGE WATER COMMISSION

RESOLUTION NO. R-88-26

A RESOLUTION APPROVING AND RATIFYING CERTAIN CHANGE ORDERS FOR A CONTRACT FOR THE CONSTRUCTION OF THE WEST TRANSMISSION MAIN ALONG COMED R.O.W. AND 248TH AVENUE, FROM WOLF'S CROSSING ROAD TO BOOK ROAD

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 TW-6/25 Section 2A/2B Contract; and

WHEREAS, bids for Contract TW-6/25 Section 2A/2B were received on October 31, 2025; and

WHEREAS, the Commission has reviewed the proposals received and determined that the proposal of Airy's, Inc. 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 Change Orders set forth on Exhibit A, attached hereto and by this reference incorporated herein and made a part hereof, shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of Staff, the Engineers and the Contractors, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the contracts were signed, the Change Orders are germane to the original contracts as signed and/or the Change Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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-88-26.docx

EXHIBIT A

DUPAGE WATER COMMISSION
CHANGE ORDER

PROJECT NAME: West Transmission Main Along ComEd ROW and 248th Avenue, From Wolf's Crossing Road to Book Road

CHANGE ORDER #: 02

LOCATION: DuPage County, Illinois

CONTRACT NO. TW-6/25 Section 2A/2B

CONTRACTOR: Airy's, Inc.

DATE: 11/12/26

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. A new unit price has been provided for diverting removed spoils (in a select area) from the ComEd-required landfill site to a more economical Clean Construction Demolition Debris facility.

B. REASON FOR CHANGE:

1. It has been determined that a parcel that was initially attributed to ComEd ownership is actually owned by a Naperville Homeowners Association. As such, costs that were previously established for hauling to the ComEd-required landfill facility can be reallocated at a new negotiated (i.e. reduced) price for disposal at a more cost-effective Clean Construction Demolition Debris (CCDD) facility. This will also reduce costs associated with Arcadis' work as Environmental Contractor of Choice (ECOC).

C. REVISION IN CONTRACT PRICE:

Item	Description	Cost	Time Extension
	2A		
1	Non-ComEd Spoil Hauling (Boughton)	$23,370.00	0 Days

II. CHANGE ORDER CONDITIONS:

1. The Contract Period established in the Contract, as signed or as modified by previous Change Orders, is hereby extended for 0 calendar days, maintaining the final Contract Completion Date of December 18, 2027.

2. Any Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Work to be performed under this Change Order and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."

3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.

4. All Work included in this Change Order shall be covered under the Bonds and the insurance coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

5. Pricing increases related to the non-ComEd Spoils removal associated with this change order are to be considered Not-to-Exceed costs and are based on the negotiated price of $285.00 per load and an estimated quantity of 82 loads.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	$22,723,829.00
2.	Net Increase/Decrease due to all previous Change Orders	$2,935,734.46
3.	Contract Price, not including this Change Order	$25,659,563.46
4.	Increase/Decrease to Contract Price due to this Change Order	$23,370.00
5.	Contract Price including this Change Order	$25,682,933.46

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Lockwood, Andrews and Newnam, Inc.

By:_____ (_____)
Signature of Authorized Representative Date

CONTRACTOR: Airy's, Inc.

By:_____ (_____)
Signature of Authorized Representative Date

OWNER: DuPage Water Commission

By:_____ (_____)
Signature of Authorized Representative Date

Contract Value Tracking

(as of 11/6/26)

Contract	Awarded Amount	Current CO Amount	Running Total	(over/under)	Original Deadline	Current Deadline
TW-6/25 Section 1	$67,148,000.00	**$25,000.00**	$48,570,501.73	-$18,577,498.27	12/31/2026	12/31/2026
TW-6/25 Section 2A	$12,356,369.00	**$1,762,861.00**	$14,142,600.00	$1,786,231.00	12/18/2027	12/18/2027
TW-6/25 Section 2B	$10,367,460.00	**$1,172,873.46**	$11,540,333.46	$1,172,873.46	12/18/2027	12/18/2027
TW-6/25 Section 2C	$26,900,617.00	**$2,139,950.93**	$29,040,567.93	$2,139,950.93	2/6/2028	2/6/2028
TW-6/25 Section 3A	$22,748,000.00	**$2,415,950.13**	$25,163,950.13	$2,415,950.13	2/23/2028	2/23/2028
TW-6/25 Section 3B	$10,188,020.00	**$1,334,550.00**	$11,522,570.00	$1,334,550.00	2/23/2028	2/23/2028
TW-6/25 Section 3C	$52,594,496.00	**$1,126,582.63**	$53,721,078.63	$1,126,582.63	2/8/2028	2/8/2028
FW-1/25 Section 1	$29,256,404.00	**$470,047.50**	$29,726,451.50	$470,047.50	11/3/2027	11/3/2027
FW-1/25 Section 2	$25,548,000.00	**$0.00**	$25,548,000.00	$0.00	11/3/2027	11/3/2027
FW-1/25 Section 3	(Not yet awarded)					
FW-1/25 Section 4	$15,171,368.00	**$0.00**	$15,171,368.00	$0.00	11/18/2027	11/18/2027
MS-22/25	$13,396,000.00	**$0.00**	$13,396,000.00	$0.00	4/18/2026	4/18/2026
	$285,674,734.00		**$277,543,421.38**	**-$8,131,312.62**		

TW-6/25 Section 2A

(Airy's)

Original Contract Value:	$12,356,369.00
Original Contract Deadline:	12/18/2027
Current Contract Value:	$14,142,600.00
Current Contract Deadline:	12/18/2027

Change Order #	PCO #	Description	Cost Increase/ Decrease	Running Contract Total	% Increase/ Decrease	Time Extension (Days)	Resolution
1	1	#T625.2A-1: PCO 1 - Cathodic Protection Redesign	$428,311.00	$12,784,680.00	3.47%	0	R-75-26
	2	#T625.2A-2: Dispose Non-Special Waste (EA)	$1,334,550.00	$14,119,230.00	10.80%	0	
		Total CO Value:	**$1,762,861.00**		**14.27%**	**0**	
		Running Contract Value:	**$14,119,230.00**			**12/18/2027**	

Change Order #	PCO #	Description	Cost Increase/ Decrease	Running Contract Total	% Increase/ Decrease	Time Extension (Days)	Resolution
2	3	#T625.2A-3: Dispose Material at Boughton Materials	$23,370.00	$14,142,600.00	0.19%	0	R-88-26
		Total CO Value:	**$23,370.00**		**0.19%**	**0**	
		Running Contract Value:	**$14,142,600.00**			**12/18/2027**	

Resolution #: R-89-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/12/2026

Description: **A Resolution Approving and Ratifying Certain Change Orders for Contracts Related to the Construction of the WaterLink Pipeline Construction Project (Bolder Contractors - $470,047.50)**

Agenda Section: Engineering & Construction

Originating Department: Engineering

With eleven construction contracts awarded on the WaterLink project and four of them currently under construction, there are any number of field changes that may necessitate a Change Order on a monthly basis. It is staff's intention to combine and summarize these changes for Board review and approval at each Board meeting. All supporting documentation is provided in the following pages. They include:

1. A summary of all contract value and deadline changes, either previously approved, or contemplated within the current Change Order proposed
2. An additional breakdown of all Change Orders for each contract, with brief descriptions for Change Order components
3. Full Change Order documents with a more detailed breakdown of those items included in the *current* Change Order

Approval of these Change Orders would impact the net Contract Prices and contract durations as shown on the summary pages.

Approval of this Change Order does not authorize or necessitate a decrease in the Contract Price that is 50% or more of the original Contract Price.

Recommended Motion:

To adopt Resolution R-89-26

DuPAGE WATER COMMISSION

RESOLUTION NO. R-89-26

A RESOLUTION APPROVING AND RATIFYING CERTAIN CHANGE ORDERS FOR A CONTRACT FOR THE CONSTRUCTION OF THE WEST FEEDER MAIN FROM HARVEY ROAD TO COLLINS ROAD

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 of Bolder Contractors, LLC. 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 Change Orders set forth on Exhibit A, attached hereto and by this reference incorporated herein and made a part hereof, shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of Staff, the Engineers and the Contractors, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the contracts were signed, the Change Orders are germane to the original contracts as signed and/or the Change Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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-89-26.docx

EXHIBIT A

DUPAGE WATER COMMISSION
CHANGE ORDER

PROJECT NAME: West Feeder Main from Harvey Road to Collins Road

CHANGE ORDER #: 01

LOCATION: DuPage County, Illinois

CONTRACT NO. FW-1/25 Section 1

CONTRACTOR: Bolder Contractors, LLC.

DATE: 11/12/26

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Field Quantity Adjustments

B. REASON FOR CHANGE:

1. The items included in this change order are a result of pay item quantity increases from those numbers that were included in the bid. In some cases, these are simply quantity increases that were necessitated by field conditions differing from those anticipated during design. However, in other cases, some of these quantity increases are the result of intentional changes in the scope of work intended to reduce overall project costs, with offset savings that will not be realized until the project is completed.

C. REVISION IN CONTRACT PRICE:

Item	Description	Cost	Time Extension
1	Field Quantity Adjustments (September)	$158,029.00	0 Days
2	Field Quantity Adjustments (October)	$312,018.50	0 Days

II. CHANGE ORDER CONDITIONS:

1. The Contract Period established in the Contract, as signed or as modified by previous Change Orders, is hereby extended for 0 calendar days, maintaining the final Contract Completion Date of November 3, 2027.

2. Any Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Work to be performed under

this Change Order and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."

3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.

4. All Work included in this Change Order shall be covered under the Bonds and the insurance coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	$29,256,404.00
2.	Net Increase/Decrease due to all previous Change Orders	$0.00
3.	Contract Price, not including this Change Order	$29,256,404.00
4.	Increase/Decrease to Contract Price due to this Change Order	$470,047.50
5.	Contract Price including this Change Order	$29,726,451.50

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Lockwood, Andrews and Newnam, Inc.

By:_____ (_____)
Signature of Authorized Representative Date

CONTRACTOR: Bolder Contractors, LLC.

By:_____ (_____)
Signature of Authorized Representative Date

OWNER: DuPage Water Commission

By:_____ (_____)
Signature of Authorized Representative Date

Contract Value Tracking

(as of 11/6/26)

Contract	Awarded Amount	Current CO Amount	Running Total	(over/under)	Original Deadline	Current Deadline
TW-6/25 Section 1	$67,148,000.00	**$25,000.00**	$48,570,501.73	-$18,577,498.27	12/31/2026	12/31/2026
TW-6/25 Section 2A	$12,356,369.00	**$1,762,861.00**	$14,142,600.00	$1,786,231.00	12/18/2027	12/18/2027
TW-6/25 Section 2B	$10,367,460.00	**$1,172,873.46**	$11,540,333.46	$1,172,873.46	12/18/2027	12/18/2027
TW-6/25 Section 2C	$26,900,617.00	**$2,139,950.93**	$29,040,567.93	$2,139,950.93	2/6/2028	2/6/2028
TW-6/25 Section 3A	$22,748,000.00	**$2,415,950.13**	$25,163,950.13	$2,415,950.13	2/23/2028	2/23/2028
TW-6/25 Section 3B	$10,188,020.00	**$1,334,550.00**	$11,522,570.00	$1,334,550.00	2/23/2028	2/23/2028
TW-6/25 Section 3C	$52,594,496.00	**$1,126,582.63**	$53,721,078.63	$1,126,582.63	2/8/2028	2/8/2028
FW-1/25 Section 1	$29,256,404.00	**$470,047.50**	$29,726,451.50	$470,047.50	11/3/2027	11/3/2027
FW-1/25 Section 2	$25,548,000.00	**$0.00**	$25,548,000.00	$0.00	11/3/2027	11/3/2027
FW-1/25 Section 3	(Not yet awarded)					
FW-1/25 Section 4	$15,171,368.00	**$0.00**	$15,171,368.00	$0.00	11/18/2027	11/18/2027
MS-22/25	$13,396,000.00	**$0.00**	$13,396,000.00	$0.00	4/18/2026	4/18/2026
	$285,674,734.00		**$277,543,421.38**	**-$8,131,312.62**		

FW-1/25 Section 1

(Bolder)

Original Contract Value:	$29,256,404.00
Original Contract Deadline:	11/3/2027
Current Contract Value:	$29,726,451.50
Current Contract Deadline:	11/3/2027

Change Order #	PCO #	Description	Cost Increase/ Decrease	Running Contract Total	% Increase/ Decrease	Time Extension (Days)	Resolution
1	3	#F125.1-3: PCO 3 - Quantity Overage *(Major Items Include: Drain Tile Replacement, Additional Tree Removal and Replacement, and Exploratory Excavation)*	$158,029.00	$29,414,433.00	0.54%	0	R-89-26
	8	#F125.1-8: Oct Quantity Overage To-Date *(Major Items Include: Drain Tile Replacement, Exploratory Exploratory Excavation and an unforeseen water main adjust.)*	$312,018.50	$29,726,451.50	1.07%	0	
		Total CO Value:	**$470,047.50**		**1.61%**	**0**	
		Running Contract Value:	**$29,726,451.50**			**11/3/2027**	

Resolution #: R-90-26

Account: 01-60-629000

Approvals: *Author / Manager / Finance / Admin*

MW RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/12/2026

Description: A Resolution Awarding a 36-Month Contract to Beary Landscape Management for Landscape Maintenance Services for the DuPage Water Commission.

Agenda Section: Engineering & Construction

Originating Department: Operations & Instrumentation

This request seeks authorization of a 36-Month Landscape Maintenance Services unit price contract with Beary Landscape Management for periodic landscape services, at an estimated cost of $81,222 for a three year period. The estimated expenses shall be included in the FY27/28 Management Budgets which proposes funds for additional services as directed by staff.

The Commission solicited sealed proposals by direct invitation, as well as by notice published in the *Daily Herald* on October 5, 2026, and October 15, 2026, and by posting the solicitation on the Commission's website. Sealed proposals were received by November 4, 2026, at which time all proposals were publicly opened and read aloud.

Of the seventeen (17) companies holding the Request for Proposal, five (5) proposals were received. Of the five (5) proposals received, the proposal of Beary Landscape Management was found to be the lowest responsible bidder and most favorable to the interests of the Commission. Beary Landscape Management is the Commission's current landscape service provider and has provided satisfactory service for the last several years.

Company	Price
Beary Landscape Management	$ 81,222.00
Complete Landscaping, LLC	$ 82,800.00
Apex Commercial Services	$107,440.00
Diaz Group, LLC	$148,507.50
Alvarez, Inc.	$177,930.50

**Base bid pricing for a three-year contract; excludes unit prices for indeterminate work.*

Recommended Motion: To adopt Resolution No. R-90-26 awarding the contract to the lowest responsible bidder, Beary Landscape Management.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-90-26

A RESOLUTION AWARDING A CONTRACT FOR 36-MONTH LANDSCAPE MAINTENANCE SERVICES

WHEREAS, in full compliance with said Statute, the Commission duly advertised for bids for 36-month Landscape Services Contract; and

WHEREAS, based upon staff review of the proposals received, and the staff's recommendation to the Board of Commissioners of the DuPage Water Commission, the Board of Commissioners has determined that the proposal of Beary Landscape Management is the most favorable and in the best interests of the Commission.

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

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

SECTION TWO: The DuPage Water Commission hereby awards a contract for the DuPage Water Commission 36-Month Landscape Maintenance Services to Beary Landscape Management, in accordance with their respective proposal, conditioned upon the receipt of all contractually required documentation.

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-90-26.docx

Resolution #: R-91-26

Account: 01-60-663100

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

ate: 11/12/2026

Description: **A Resolution to Approve & Ratify Certain Work Authorization Orders Under Quick Response Contract QR-13/25.**

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

The Commission entered into certain agreements dated June 30, 2025, with John Neri Construction Co. Inc., Rossi Contractors Inc., and Benchmark Construction Co., Inc. for Quick Response construction work, as needed, through the issuance of Work Authorization Orders (Contract QR-13/25) and ending on June 30, 2027. Resolution No. R-91-26 would approve the following Work Authorization Orders under the Quick Response Contracts.

Work Authorization Order No. 13.011 to John Neri Construction Co, Inc.

The work authorization was issued to permit the commencement of work prior to Board approval, as immediate action was required to reconstruct a collapsed sewer service lateral above the Outer Belt Transmission Main trench on President Street in the City of Wheaton.

The scope of this work included providing and maintaining traffic and pedestrian controls, televising collapsed sewer service lateral to identifying the location(s) of the sewer pipe failure, establishing the limits of the required repairs, performing the necessary sewer pipe repairs with applicable IEPA requirements for separation between water mains and sewer lines, and restoring all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

Since John Neri Construction Inc. was able to mobilize immediately upon request for repair work, Work Authorization Order No. 13.011 was issued to Neri Construction Inc. in the estimated amount of $37,042.93.

Resolution R-91-26 ratifies approval of Work Authorization Order No. 13.011 to Neri Construction Co., Inc. for the work as described in Exhibit 1 to this resolution, at the cost of $37,042.93.

Recommended Motion:

To adopt Resolution No. R-91-26.

RESOLUTION NO. R-91-26

A RESOLUTION APPROVING CERTAIN WORK AUTHORIZATION ORDERS UNDER QUICK RESPONSE CONTRACT QR-13/25

WHEREAS, the DuPage Water Commission (the" Commission") entered into certain agreements dated June 30, 2025, with John Neri Construction Co., Inc., Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work related to the Commission's Waterworks System (said being hereinafter collectively referred to as "Contract QR-13/25");

WHEREAS, Contract QR-13/25 is intended to allow the Commission to direct one or more or all the quick response contractors to perform quick response construction work, including without limitation construction, alteration, and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

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

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

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

SECTION TWO: The work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the work

Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are 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.				
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-91-26.docx

EXHIBIT 1

Work Authorization Order No. QR 13.25 011

John Neri Construction Co. Invoice No. 2511 dated November 3, 2026

JNC

JOHN NERI CONSTRUCTION CO., INC.
Sewer & Water Contractors
770 Factory Road *Addison, IL 60101
Tel: 630 629-8384* Fax: 630 629-7001
www.johnnericonstruction.com

November 03, 2026

Mr. Dariusz Panaszek
DuPage Water Commission
600 E. Butterfield
Elmhurst, IL 60126

Re: DuPage Water Commission
Quick Response Contract-13/25
Authorization QR-13/25 (WAO QR-13.25.011)

Dear Mr. Panaszek;

We, the JOHN NERI CONSTRUCTION CO., are requesting final payment at this time for work completed to date on the above-mentioned project for the total amount of **$37,042.93.**

Sincerely,



Nicholas Neri, President

JOHN NERI CONSTRUCTION CO., INC.

JNC
JOHN NERI CONSTRUCTION CO., INC.
Sewer & Water Contractors
770 Factory Road *Addison, IL 60101
Tel: 630 629-8384* Fax: 630 629-7001
www.johnnericonstruction.com

November 3, 2026

Mr. Dariusz Panaszek
DuPage Water Commission
600 E. Butterfield Rd.
Elmhurst, Illinois 60126

Route: 1714 N. President St. Wheaton, IL 60187-Sanitary Sewer Service Repair. **County:** DuPage **Authorization:** QR-13.25 011
Report #: **JNC JOB #** **2511**
Force account bill for: Contract QR-13/25

October 2026

Labor	10/21/26	10/22/26	10/23/26	ST RATE	O.T.	D.T.	ST Rate	OT Rate	DT Rate	Payroll Amount
Operator / Foreman	10	9	0	16	3	0	$ 151.17	$ 198.40	$ 245.63	$ 3,013.92
Operator	9	8.5	0	16	1.5	0	$ 140.90	$ 183.10	$ 225.29	$ 2,529.05
Laborer / Bottom Man	10	8	0	16	2	0	$ 112.70	$ 148.59	$ 184.49	$ 2,100.38
Laborer / Top Man	9	8	0	16	1	0	$ 112.70	$ 148.56	$ 184.49	$ 1,951.76
Laborer / Top Man	9.5	9.5	0	16	3	0	$ 108.96	$ 143.02	$ 177.09	$ 2,172.42
Laborer / Top Man	8	8	0	16	0	0	$ 108.96	$ 143.02	$ 177.09	$ 1,743.36
Teamster	10	0	0	8	2	0	$ 89.33	$ 118.97	$ 148.60	$ 952.58
Teamster	8.5	0	0	8	0.5	0	$ 89.33	$ 118.97	$ 148.60	$ 774.13
Subtotals, Labor										$ 15,237.60
plus 40% Markup										$ 6,095.04
Total Labor										**$ 21,332.63**

Equipment Expense	10/21/26	10/22/26	10/23/26	Total Hours	Rate	Amount
Ford F-350 Service Truck (GVW 16000)	10	9	0	19	$ 37.49	$ 712.31
Chevy G3 Express (Saw Truck)	10	0	0	10	$ 17.46	$ 174.60
Stone Walk Behind Saw (Daily Rate)	1	0	0	1	$ 396.40	$ 396.40
John Deere 85P Excavator (67.6 Hp.)	9	8.5	0	17.5	$ 90.25	$ 1,579.38
Mack 6-Wheeler (GVW 53000)W/20 Ton Tag	9.5	9.5	0	19	$ 86.92	$ 1,651.48
Peterbilt Tractor GVW 80000 W/20 Yd. Dump	10	0	0	10	$ 97.71	$ 977.10
Peterbilt Tractor GVW 80000 W/20 Yd. Dump	8.5	0	0	8.5	$ 97.71	$ 830.54
Case 430 Uniloader W/Breaker (74Hp)	9	8.5	0	17.5	$ 99.42	$ 1,739.85
Trench Box, 8'X6' (Daily Rate)	1	0	0	1	$ 150.00	$ 150.00
Wacker Plate Compactor (Daily Rate)	1	1	0	2	$ 68.85	$ 137.70
Wacker RD15 Roller (Daily Rate)	0	1	0	1	$ 171.97	$ 171.97
Sub-Total Equipment						$ 8,521.32
15% Markup						$ 1,278.20
Sub-Total Equipment						**$ 9,799.52**

Material Used	Source	Quantity	Unit	Price	Amount
City of Wheaton Permit	C.O.W.	1	Ea.	$ 1,150.00	$ 1,150.00
Armbrust Plumbing	ARMB	1	Ea.	$ 384.00	$ 384.00
Highway Safety Corporation	HSC	1	Ea.	$ 310.80	$ 310.80
Flood Brothers	FB	1	Ea.	$ 215.00	$ 215.00
Elmhurst Chicago Stone	ECS	1	Ea.	$ 390.00	$ 390.00
Vulcan Materials	VMC	1	Ea.	$ 1,240.19	$ 1,240.19
6", PVC, ASTM 2241, Sanitary Sewer Pipe	JNC	1	Ea.	$ 135.00	$ 135.00
6" Non-Shear Mission Coupling (Clay to PVC)	JNC	1	Ea.	$ 150.00	$ 150.00
Bump Signs	JNC	1	Ea.	$ 20.00	$ 20.00
Crush Crete	CC	1	Ea.	$ 130.00	$ 130.00
DuKane Asphalt	DUK AS	1	Ea.	$ 1,014.82	$ 1,014.82
Subtotal Material					$ 5,139.81
15% Markup					$ 770.97
Sub Total Material Used					**$ 5,910.78**

TOTAL LABOR:	$ 21,332.63
TOTAL EQUIPMENT EXPENSE:	$ 9,799.52
TOTAL MATERIALS	$ 5,910.78
TOTAL	**$ 37,042.93**

By: [redacted]

WORK AUTHORIZATION ORDER

CONTRACT QR-13/25: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-13.011

LOCATION:

President Street in the City of Wheaton.

CONTRACTOR:

John Neri Construction Co.

DESCRIPTION OF WORK:

Provide and maintain traffic and pedestrian controls, televise collapsed private sewer service lateral to identify the location(s) of the sewer pipe failure, establish the limits of the required repairs, perform the necessary sewer pipe repairs with applicable IEPA requirements for separation between water mains and sewer lines, and restore all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

REASON FOR WORK:

To repair a collapsed sewer service lateral.

MINIMUM RESPONSE TIME:

N/A

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

TBD

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[ ] **IS** [X] **IS NOT** **PRIORITY WORK**

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

N/A

DUPAGE WATER COMMISSION

By: [redacted]
Signature of Authorized Representative

DATE: 10/14/26

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: [redacted] Safety Rep: Anthony Neri [redacted]
Signature of Authorized Representative — Name and 24-Hr Phone No.

DATE: October 14, 2026.

Resolution #: R-92-26

Account: 01-60-663100

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/12/2026

Description: **A Resolution to Approve & Ratify Certain Work Authorization Orders Under Quick Response Contract QR-13/25.**

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

The Commission entered into certain agreements dated June 30, 2025, with John Neri Construction Co. Inc., Rossi Contractors Inc., and Benchmark Construction Co., Inc. for Quick Response construction work, as needed, through the issuance of Work Authorization Orders (Contract QR-13/25) and ending on June 30, 2027. Resolution No. R-92-26 would approve the following Work Authorization Orders under the Quick Response Contracts.

Work Authorization Order No. 13.013 to Benchmark Construction Co., Inc.

The work authorization was issued, and work began, prior to Board approval and was necessary to repair a leaking 12-inch diameter Ductile Iron Pipe (DIP) water main located in the City of Darien caused by a utility contractor causing damage resulting in a leak on the South Feeder Main.

Since Benchmark Construction Co., Inc. was able to mobilize immediately upon request for repair work, Work Authorization Order No. 13.013 was issued to Benchmark Construction Co., Inc.

Resolution R-92-26 ratifies approval of Work Authorization Order No. 13.013 to Benchmark Construction Co., Inc. for the work as described in Exhibit 1 to this resolution, at the cost of $29,915.67. Work included traffic control, removal and replacement of concrete pavement, dewatering, removal, replacement, disinfection, and commissioning of sections of defective 12-inch DIP pipeline.

Recommended Motion:

To adopt Resolution No. R-92-26.

RESOLUTION NO. R-92-26

A RESOLUTION APPROVING CERTAIN WORK AUTHORIZATION ORDERS UNDER QUICK RESPONSE CONTRACT QR-13/25

WHEREAS, the DuPage Water Commission (the" Commission") entered into certain agreements dated June 30, 2025, with John Neri Construction Co., Inc., Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work related to the Commission's Waterworks System (said being hereinafter collectively referred to as "Contract QR-13/25");

WHEREAS, Contract QR-13/25 is intended to allow the Commission to direct one or more or all the quick response contractors to perform quick response construction work, including without limitation construction, alteration, and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

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

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

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

SECTION TWO: The work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the work

Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are 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.				
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-92-26.docx

EXHIBIT 1

QR-13/25 Work Authorization Order No 13.013

Benchmark Construction Co., Inc. Invoice No. 2520-05 dated November 2, 2026

Benchmark Construction Co., Inc.

General Construction / Construction Management / Engineering Services

City Office:
3349 S. Kedzie Ave.
Chicago, IL 60623
(773) 247-0881

Suburban Office:
2260 Southwind Blvd.
Bartlett, IL 60103
(630) 497-1700 Office
(630) 497-1737 Fax

To: DuPage Water Commission
600 E. Butterfield Rd.
Elmhurst, IL 60126

Location: Bailey Rd
Date of Work: 10/26 thru 10/30, 2026

Invoice #: **2520-05**
Date: 11/2/2026

Description of Work: Priority mobilization to investigate and repair leak. Pavement restoration.

LABOR	ST Hours	1-1/2 T Hours	2 T Hours	Rate	Insurance Amount	Payroll Amount
Operator, Class I Jonathon Siegel		16.00		67.00	1,072.00	1,608.00
Foreman, Felix Delamora		1.50	10.50	53.50	642.00	1,243.88
Laborer, Juan Amezcua			12.00	53.00	636.00	1,272.00
Laborer, Eddie Guijarro		2.50	13.50	53.00	848.00	1,629.75
Laborer, Silvestre Roman		1.50	14.50	53.00	848.00	1,656.25
Driver, Matt Reed		11.00		49.70	546.70	820.05
					0.00	0.00
Subtotal, Labor	0.00	32.50	50.50		4,592.70	8,229.93
Operators Union Benefits		16.00	hrs @	52.93		846.88
Drivers Union Benefits		11.00	hrs @	30.77		338.47
Laborers Union Benefits		56.00	hrs @	39.45		2,209.20
						0.00
Subtotal, Benefits		83.00				3,394.55
Subtotal, Labor						11,624.48
Plus 30% Markup						3,487.34
Subtotal, Labor						15,111.82

TOTAL LABOR **$15,111.82**

I hereby certify that the above statement is a copy of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs

[redacted]

Benchmark Construction Co., Inc.

(continued)

Location: Bailey Rd
Date of Work: 10/26 thru 10/30, 2026

Invoice #: **2520-05**
Date: 11/2/2026

EQUIPMENT	Hours	Rate	Amount	
Ram 4500 Pickup Truck	12.00	61.30	735.60	
Bobcat S740 Skid Loader	8.00	102.59	820.72	
Bobcat 88 Mini Excavator	8.00	81.08	648.64	
Ford 750 Truck	16.00	66.18	1,058.88	
Gooseneck Trailer	16.00	25.85	413.60	
Lowboy Tractor	11.00	90.23	992.53	
Lowboy Trailer	11.00	31.03	341.33	
8x8 Trench Box	12.00	12.76	153.12	
3" Gas Pump	8.00	4.86	38.88	
2" Gas Pump	8.00	4.86	38.88	
			0.00	
	Subtotal Equipment		5,242.18	
	10% Mark up on equipment		$524.22	
	TOTAL EQUIPMENT			5,766.40

MATERIAL	Qty.	U of M	Price	Amount	
CA-6 (Imported from Book Rd Site)	10	TON	8.75	87.50	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
	Subtotal Material			87.50	
	10% Mark up on material purchased			8.75	
	TOTAL MATERIAL				96.25

SUBCONTRACTORS	Qty.	U of M	Price	Amount	
Tully Bros Paving	1	INV	5,656.00	5,656.00	
				0.00	
				0.00	
				0.00	
	Subtotal Subs.			5,656.00	
	10% Mark up on Subs.			565.60	
	TOTAL SUBCONTRACTOR				6,221.60

Priority Work- 10% Markup 2,719.61

TOTAL AMOUNT DUE **$29,915.67**

Please remit to: 2260 Southwind Blvd., Bartlett, IL 60103

WORK AUTHORIZATION ORDER

CONTRACT QR-13/25: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-13.013

LOCATION:

Bailey Road in the City of Darien.

CONTRACTOR:

Benchmark Construction Co. Inc.

DESCRIPTION OF WORK:

Provide and maintain traffic and pedestrian controls; dewater isolated section of main; excavate, locate, and repair the source of a leak on a Commission 12" diameter ductile iron pipe water main; backfill the excavation with suitable materials; disinfect the isolated section of water main, restore all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

REASON FOR WORK:

To repair a leak in a 12" diameter DIP water main.

MINIMUM RESPONSE TIME:

N/A

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

TBD

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[X] **IS** [ ] **IS NOT** **PRIORITY WORK**

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

N/A

DuPAGE WATER COMMISSION

By: _____
Signature of Authorized Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

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

DATE: 10/27/24

Resolution #: R-93-26

Account: 01-60-663100

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/12/2026

Description: **A Resolution to Approve & Ratify Certain Work Authorization Orders Under Quick Response Contract QR-13/25.**

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

The Commission entered into certain agreements dated June 30, 2025, with John Neri Construction Co. Inc., Rossi Contractors Inc., and Benchmark Construction Co., Inc. for Quick Response construction work, as needed, through the issuance of Work Authorization Orders (Contract QR-13/25) and ending on June 30, 2027. Resolution No. R-93-26 would approve the following Work Authorization Orders under the Quick Response Contracts.

Work Authorization Order No. 13.012 to Rossi Contractors, Inc.

The work authorization was issued, and work began, prior to Board approval and was necessary to repair a leaking 24-inch diameter Ductile Iron Pipe (DIP) North Feeder Main located in the Village of Addison. The pipe discovered during excavation exhibited potential manufacturing irregularities.

Since Rossi Contractors Inc. was able to mobilize immediately upon request for repair work, Work Authorization Order No. 13.012 was issued to Rossi Contractors Inc.

Resolution R-93-26 ratifies approval of Work Authorization Order No. 13.012 to Rossi Contractors Inc. for the work as described in Exhibit 1 to this resolution, at the estimated cost of $195,049.49. Work included traffic control, removal and replacement of concrete pavement, dewatering, removal, replacement, disinfection, and commissioning of sections of 24-inch DIP pipeline.

Recommended Motion:

To adopt Resolution No. R-93-26.

RESOLUTION NO. R-93-26

A RESOLUTION APPROVING CERTAIN WORK AUTHORIZATION ORDERS UNDER QUICK RESPONSE CONTRACT QR-13/25

WHEREAS, the DuPage Water Commission (the" Commission") entered into certain agreements dated June 30, 2025, with John Neri Construction Co., Inc., Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work related to the Commission's Waterworks System (said being hereinafter collectively referred to as "Contract QR-13/25");

WHEREAS, Contract QR-13/25 is intended to allow the Commission to direct one or more or all the quick response contractors to perform quick response construction work, including without limitation construction, alteration, and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

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

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

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

SECTION TWO: The work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the work

Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are 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.				
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-93-26.docx

EXHIBIT 1

QR-13/25 Work Authorization Order No 13.012

Rossi Contractors Inc. Invoice No. 554

WORK AUTHORIZATION ORDER

CONTRACT QR-13/25: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-13.012

LOCATION:

Lake Street in the Village of Addison.

CONTRACTOR:

Rossi Contractors Inc.

DESCRIPTION OF WORK:

Provide and maintain traffic and pedestrian controls; dewater isolated section of main; excavate, locate, and repair the source of a leak on a Commission 24" diameter ductile iron pipe water main; backfill the excavation with suitable materials; disinfect the isolated section of water main, restore all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

REASON FOR WORK:

To repair a leak in a 24" diameter DIP water main.

MINIMUM RESPONSE TIME:

N/A

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

TBD

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[X] **IS** [ ] **IS NOT** **PRIORITY WORK**

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

N/A

DuPAGE WATER COMMISSION

By: [redacted]
Signature of Authorized Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: [redacted] Safety Rep: Tony Landonde 312 [redacted] 8
Signature of Authorized Representative — Name and 24-Hr Phone No.

DATE: 10/26/26

Rossi Contractors

Project Title : DWC QR 13-25
Job Number : 554
Contract Number : QR-13/25

Rossi Work Description : 24" ductile iron watermian repair at 645 W Lake Street in Addison.

LABOR Cost

TITLE	TRADE	Week day			Total	Normal	Premium	Double	Labor
		ST	OT	DT	Hours	Rate	Rate	Rate	Amount
LABOR									
Labor Foreman	Labor. Fm	52	31	0	83	$107.02	$136.16	~~$173.42~~	$9,786.00
Labor #1	Labor	56	33	0	89	$106.02	$134.73	~~$170.08~~	$10,383.21
Labor #2	Labor	56	25	0	81	$106.02	$134.73	~~$170.08~~	$9,305.37
Labor #3	Labor	44	20.5	0	64.5	$106.02	$134.73	~~$170.08~~	$7,426.85
Labor #4	Labor	24	15	0	39	$106.02	$134.73	~~$170.08~~	$4,565.43
Teamster #1	Teamster	32	12.5	0	44.5	$90.64	$116.47	~~$135.17~~	$4,356.36
Teamster #2	Teamster	32	6.5	0	38.5	$90.64	$116.47	~~$135.17~~	$3,657.54
Teamster #3	Teamster	16	6	0	22	$90.64	$116.47	~~$135.17~~	$2,149.06
Operator #1	Operator	32	16	0	48	$140.23	$176.83	~~$207.08~~	$7,316.64
Cement Mason #1	Mason	8	0	0	8	$115.43	$146.17	~~$183.56~~	$923.44
Cement Mason #2	Mason	8	0	0	8	$115.43	$146.17	~~$183.56~~	$923.44

SUBTOTAL LABOR EXPENSES =	$60,793.33
PLUS 30% MARKUP =	$18,238.00
TOTAL LABOR COST= LABOR COSTS	**$79,031.32**

Equipment Costs

Equipment	QTY.	UNIT	UNIT COST	TOTAL
Excavator 328	61	HR	$161.98	$9,880.78
F-450 3 Ton Dump	118	HR	$58.49	$6,901.82
F-250	128	HR	$41.49	$5,310.72
Pickup/Srvc. Truck	88	HR	$65.82	$5,792.16
5-Ton F-650	10	HR	$49.48	$494.80
Semi Dump	52	HR	$80.76	$4,199.52
Skid Steer	10	HR	$51.73	$517.30
Semi Dump and Lowboy	36	HR	$81.60	$2,937.60
Generator	81	HR	$11.78	$954.18
Arrow Board	8	DAYS	$55.00	$440.00
Trench Box	2	WEEKS	$1,180.00	$2,360.00
			SUBTOTAL EQUIPMENT EXPENSES	$40,276.44
			PLUS 8% MARKUP	$3,222.12
TOTAL EQUIPMENT =				**$43,498.56**

Subcontractor Costs

SUBCONTRACTORS	QTY.	UNIT	PRICE	TOTAL
Sanchez - 10.22.26	2	LS	$750.00	$1,500.00
Sanchez - Inv 216660	1	LS	$750.00	$750.00
Fox Valley Chlorinating Inv 28646	1	LS	$10,450.00	$10,450.00
SUBTOTAL SUBCONTRACTED EXPENSES =				$12,700.00
PLUS 8% MARKUP =				$1,016.00
TOTAL SUBCONTRACTOR =				**$13,716.00**

Material Costs

Material	QTY.	UNIT	PRICE	TOTAL
Core & Main Inv Z966075	1	LS	$11,927.80	$11,927.80
McMaster-Carr Inv 74442549	1	LS	$541.97	$541.97
McMaster-Carr Inv 74433444	1	LS	$87.25	$87.25
Core & Main Inv Z983274	1	LS	$2,786.00	$2,786.00
Core & Main Inv Z955955	1	LS	$2,619.94	$2,619.94
VCNA Prairie LLC	1	LS	$8,096.25	$8,096.25
Sandbags	50	EA	$3.00	$150.00
Jersey Walls	30	EA	$25.00	$750.00
CA-7	111.25	TONS	$40.00	$4,450.00
Clean Dirt Dump	10	EA	$275.00	$2,750.00
Trench Plates (4 per day)	4	EA	$100.00	$400.00
CA-6	76.59	TONS	$13.00	$995.67

Rossi Contractors

Project Title : **DWC QR 13-25**
Job Number : **554**
Contract Number : **QR-13/25**

Rossi Work Description : 24" ductile iron watermian repair at 645 W Lake Street in Addison.

Dowel Baskets (Rossi Stock)		5	EA	$75.00	$375.00
Dowel Bars 1" (Rossi Stock)		75	EA	$14.00	$1,050.00
A Frame Barricades (40 each)		280	DAY	$0.32	$89.60
Paint		16	CANS	$60.00	$960.00
				SUBTOTAL MATERIAL EXPENSES =	$38,029.48
				PLUS 8% MARKUP =	$3,042.36
TOTAL MATERIAL =					**$41,071.84**

SUMMARY

LABOR EXPENSES	$79,031.32
EQUIPMENT EXPENSES	$43,498.56
SUBCONTRACTOR EXPENSES	$13,716.00
MATERIAL EXPENSES	$41,071.84
PRIORITY MARKUP 10%	$17,731.77
TOTAL =	**$195,049.49**

	Project Manager, Rossi Contractors Inc.	11/6/2026
SIGNATURE	**TITLE**	**DATE**

WORK AUTHORIZATION ORDER

CONTRACT QR-13/25: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-13.012

LOCATION:

Lake Street in the Village of Addison.

CONTRACTOR:

Rossi Contractors Inc.

DESCRIPTION OF WORK:

Provide and maintain traffic and pedestrian controls; dewater isolated section of main; excavate, locate, and repair the source of a leak on a Commission 24" diameter ductile iron pipe water main; backfill the excavation with suitable materials; disinfect the isolated section of water main, restore all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

REASON FOR WORK:

To repair a leak in a 24" diameter DIP water main.

MINIMUM RESPONSE TIME:

N/A

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

TBD

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[X] **IS** [ ] **IS NOT** **PRIORITY WORK**

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

N/A

DuPAGE WATER COMMISSION

By: _____
Signature of Authorized Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

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

DATE: 10/26/26

ROSSI CONTRACTORS, INC.

201 W. LAKE ST. • NORTHLAKE, IL 60164
773-287-7545 • FAX 708-562-1965

DAILY EQUIPMENT RECORD

JOB LOCATION: DWC (Lake Street) DATE: 10-20-2026

JOB # / DESCRIPTION: ~~554~~ JOB PHASE:

FOREMAN: WORK HOURS: 14

EMPLOYEE NAME	EQUIP #.	EQUIP. DESCRIPTION	START		END	
				AM/PM		AM/PM
Michael Lombardo	292	Foreman	7	~~AM~~/PM	9	AM/~~PM~~
Loy Borcia	253	Laborer	7	~~AM~~/PM	9	AM/PM
Zack Borcia		↓	7	~~AM~~/PM	9	AM/PM
Dave Simpsons	276		7	~~AM~~/PM	9	AM/PM
Mike Kos	245		7	~~AM~~/PM	9	AM/PM
Ben Molar	260	Lowboy/Flatbed	7	~~AM~~/PM	7	AM/PM
Joe Schultz		Driver Dump	7	~~AM~~/PM	6	AM/PM
Leesar Carillo		Driver Dump	7	~~AM~~/PM	6	AM/PM
Donny McCormack	328	operator	630	~~AM~~/PM	9	AM/PM
Mike Lillie	322	operator	630	(AM)/PM	6	AM/(PM)
				AM/PM		AM/PM
Sanchez Saw				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM

MATERIALS: Backhoe #328, loader #322, 30 barricades, 50 Sand bags, 8 Jersey walls, Arrow board, 8x8 MH box, 8'x8' Aluminum box, 3" gas pump, 4" gas pump, 3" hydro pump, 2-2" pumps, Generator

DESCRIPTION: Saw cut 2 panels. Remove & begin exposing known utilities. Locate leak on 24" wm, prep to fix tomorrow 10/21. Clean up. Sanchez to cut 1 more panel for safety Undermining

CUSTOMER DATE

ROSSI CONTRACTORS DATE

White - Office Yellow - Foreman

ROSSI CONTRACTORS, INC.

201 W. LAKE ST. • NORTHLAKE, IL 60164
773-287-7545 • FAX 708-562-1965

DAILY EQUIPMENT RECORD

10-21-2026

JOB LOCATION: DWC (Lake Street) DATE: October

JOB # / DESCRIPTION: ~~245~~ 554 JOB PHASE:

FOREMAN: WORK HOURS: 14

EMPLOYEE NAME	EQUIP #.	EQUIP. DESCRIPTION	START		END		
				AM/PM		AM/PM	
Ray Garcia	253	Laborer	6	AM/PM	8	AM/PM	14
Zack Garcia		↓	6	AM/PM	8	AM/PM	14
Dave Simpsons	276		6	AM/PM	8	AM/PM	14
Mike Kos	245		6	AM/PM	8	AM/PM	14
Danny McCormack		operator	530	AM/PM	8	AM/PM	14.5
Ben Molar		Low boy	6	AM/PM	8	AM/PM	14
Cesar Carillo		Driver Dump	6	AM/PM	2	AM/PM	8
Joe Schultz		Driver Dump	6	AM/PM	2	AM/PM	8
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	

MATERIALS:

DESCRIPTION: excavate for 24" wm. Set Box & plates. Install 24" Stainless steel band. No success. Shut wm Completely down. Cut holes to drain over night

CUSTOMER DATE

ROSSI CONTRACTORS DATE

White - Office Yellow - Foreman

ROSSI CONTRACTORS, INC.

201 W. LAKE ST. • NORTHLAKE, IL 60164
773-287-7545 • FAX 708-562-1965

DAILY EQUIPMENT RECORD

JOB LOCATION: Dupage (lake street) DATE: 10-22-2025

JOB # / DESCRIPTION: 554 JOB PHASE:

FOREMAN: WORK HOURS:

EMPLOYEE NAME	EQUIP #.	EQUIP. DESCRIPTION	START		END		
				AM/PM		AM/PM	
Ray Hercle	253	Laborer	7	AM/PM	5	AM/PM	10
Zack Hercle		↓	7	AM/PM	5	AM/PM	10
Dave Simpsons	286		7	AM/PM	5	AM/PM	10
Mike Kos	245		7	AM/PM	5	AM/PM	10
Donny McCormack	328	Operator	630	AM/PM	5	AM/PM	10.5
				AM/PM		AM/PM	
Joe Folbo		Dump	7	AM/PM	3	AM/PM	8
Joe (Hawley)		Dump	7	AM/PM	3	AM/PM	8
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	

MATERIALS: 30 barricades, 50 sand bags, 8 Jersey walls, Arrow board, 8'x8' MH Box, 8'x8' Aluminum Box, 3" gas pump, 4" gas pump, 3" hydro pump, 2-2" pumps, Generator.
Backhoe #328, tri/ trucks #253/274

DESCRIPTION: Cut out 80" of 24" wm. & pipe is oval, not round. Re-group w/ PWC & come up with plan of action. Clean & Site Maintenance for the weekend

CUSTOMER DATE

ROSSI CONTRACTORS DATE

White - Office Yellow - Foreman

ROSSI CONTRACTORS, INC.

201 W. LAKE ST. • NORTHLAKE, IL 60164
773-287-7545 • FAX 708-562-1965

DAILY EQUIPMENT RECORD

JOB LOCATION: DWC (Lake Street) DATE: 10-21-2024

JOB # / DESCRIPTION: 554 JOB PHASE:

FOREMAN: Tony Lavdondo WORK HOURS:

EMPLOYEE NAME	EQUIP #.	EQUIP. DESCRIPTION	START		END	
				AM/PM		AM/PM
Ray Garcia	253	Laborer	6	AM/PM	8	AM/PM
Zack Garcia		↓	6	AM/PM	8	AM/PM
Dave Simpsons	276		6	AM/PM	8	AM/PM
Mike Kos	245	↓	6	AM/PM	8	AM/PM
Danny McCormack		operator	530	AM/PM	8	AM/PM
Ben Molar	0	Low boy	6	AM/PM	8	AM/PM
Cesar Carillo		Driver Dump	6	AM/PM	2	AM/PM
Joe Schultz		Driver Dump	6	AM/PM	2	AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM

MATERIALS:

DESCRIPTION: excavate for 24" wm. Set Box & plates. Install 24" Stainless steel band. No success. Shut wm Completely down. Cut holes to drain over night

CUSTOMER DATE

ROSSI CONTRACTORS DATE

White - Office Yellow - Foreman

ROSSI CONTRACTORS, INC.

201 W. LAKE ST. • NORTHLAKE, IL 60164
773-287-7545 • FAX 708-562-1965

DAILY EQUIPMENT RECORD

JOB LOCATION: Dupage (lake street) DATE: 10-22-2026

JOB # / DESCRIPTION: 554 JOB PHASE:

FOREMAN: WORK HOURS:

EMPLOYEE NAME	EQUIP #.	EQUIP. DESCRIPTION	START		END	
				AM/PM		AM/PM
Ray Hercle	253	Laborer	7	AM/PM	5	AM/PM
Zack Hercle			7	AM/PM	5	AM/PM
Dave Simpsons	226		7	AM/PM	5	AM/PM
Mike Kos	245		7	AM/PM	5	AM/PM
Danny McCormack	320	operator	630	AM/PM	5	AM/PM
				AM/PM		AM/PM
Joe Folbo		Dump	7	AM/PM	3	AM/PM
Joe (Hockley)		Dump	7	AM/PM	3	AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM

MATERIALS: 30 barricades, 50 sandbags, 8 Jersey walls, Arrow board, 6'x8' MH Box, 8'x8' Aluminum Box, 3" gas pump, 4" gas pump, 3" hydro pump, 2-2" pumps, generator.
Backhoe #320, tri/ trucks #253/226

DESCRIPTION: Cut out 80" of 24" wm. & pipe is oval, not round. Re-group w/ PWC & come up with plan of action. Clean & Silt Maintenance for the weekend

CUSTOMER DATE

ROSSI CONTRACTORS DATE

White - Office Yellow - Foreman

ROSSI CONTRACTORS, INC.

201 W. LAKE ST. • NORTHLAKE, IL 60164 • 773-287-7545 • FAX 708-562-1965

DAILY EQUIPMENT RECORD

JOB LOCATION Lake St

DATE 10-23

JOB NO. DPWC

CONTRACT NO.

RE:

SUB ORDER NO.

DATE	LINE #	ITEM/EQUIPMENT	LOCATION	UNIT	QUANTITY
		3 Laborer.		HR	4
		3 Ton Dump			1
		Utility Truck			
		Materials			
		cat 320 (Machine only)	on site	10-22/23/24/25/26	1
		Lane closure/Arrow Board - on site.		"	"

NOTES:

Asked to cap 2 ends of 24" watermain.

CUSTOMER DATE

ROSSI CONTRACTORS DATE

ROSSI CONTRACTORS, INC.

201 W. LAKE ST. • NORTHLAKE, IL 60164
773-287-7545 • FAX 708-562-1965

DAILY EQUIPMENT RECORD

JOB LOCATION: Lake street DWC

DATE: 10-27-2026

JOB # / DESCRIPTION:

JOB PHASE:

FOREMAN:

WORK HOURS:

EMPLOYEE NAME	EQUIP #.	EQUIP. DESCRIPTION	START		END		
				AM/PM		AM/PM	
Ray Borcia	253	Laborer	6	AM/PM	6	AM/PM	12
Zack Borcia			6	AM/PM	7	AM/PM	13
Mike Kos	245		6	AM/PM	6	AM/PM	12
Dave Simpsons	276	↓	6	AM/PM	7	AM/PM	13
Danny McCormack	328	operator	6	AM/PM	6	AM/PM	12
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	

MATERIALS: Backhoe #328, tool truck #276/253,
1-3" pump, 1 4" hos pump, 2-2" electric pump, 3" hydro pump
6 Jersey walls, 1 arrow board
4-8x12 plates 2-8'x8' trench box
1-4x12 plate 30 barricades

DESCRIPTION: Install 24"x1' Solid sleeve
" 24" x11" hymax sleeve
install 6 1/2 ft 24" pipe - steams chief not work
Continue pumping

CUSTOMER DATE

ROSSI CONTRACTORS DATE

White - Office Yellow - Foreman

DRIVER'S STATUS WORKSHEET CARD

IMPORTANT – Fill in ALL information

ROSSI CONTRACTORS, INC.
201 W. Lake St.
Northlake, IL 60164
Phone (773) 287-7545
http://rossicontractors.com

OFFICE USE ONLY		
JOB#		
HR	R.	O.T.
EQUIP. #		COMP. #
PHASE #		LOAD COUNT

TRUCK# 150 TRAILER# _____ DATE 10-27-26

CHAUFFEUR'S NAME Cesar Carrillo (Signature)

HAULING FOR (Specify if more than one) Rossi

GALS. DIESEL USED _____ HOUR METER READING _____

SPEEDOMETER READING START OF DAY _____ SPEEDOMETER READING FINISH OF DAY _____

TIME ON JOB START 700 TIME ON JOB FINISH 330

LOAD NO.	TIME IN	TIME OUT	DUMPED	HAULED FROM	DUMPED AT	KIND OF MATERIAL
1				Northlake	Paul's Rd	Dirt
2						
3						
4				# Northlake	Addison	CA7
5						
6				Duppke		
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						

DRIVER'S STATUS WORKSHEET CARD

IMPORTANT – Fill in ALL information

ROSSI CONTRACTORS, INC.
201 W. Lake St.
Northlake, IL 60164
Phone (773) 287-7545
http://rossicontractors.com

OFFICE USE ONLY		
JOB#		
HR	R.	O.T.
EQUIP. #		COMP. #
PHASE #		LOAD COUNT

TRUCK# 152 TRAILER# T-152 DATE 10-27-26

CHAUFFEUR'S NAME Eddie Torres (Signature)

HAULING FOR (Specify if more than one) Rossi

GALS. DIESEL USED _____ HOUR METER READING _____

SPEEDOMETER READING START OF DAY 053574

SPEEDOMETER READING FINISH OF DAY 053696

TIME ON JOB START 7:00 am

TIME ON JOB FINISH 3:30 pm

LOAD NO.	TIME IN	TIME OUT	DUMPED	HAULED FROM	DUMPED AT	KIND OF MATERIAL
1			71,140	Northlake	Rowis Rd.	Dirt
2			67,280			Dirt
3			68,000			Dirt
4						
5						
6						
7			✓	Northlake	Addison Job	CA-7
8						
9				Depave		
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						

ROSSI CONTRACTORS, INC.

201 W. LAKE ST. • NORTHLAKE, IL 60164
773-287-7545 • FAX 708-562-1965

DAILY EQUIPMENT RECORD

JOB LOCATION: Lake Street DWC DATE: 10-28-2026

JOB # / DESCRIPTION: JOB PHASE:

FOREMAN: WORK HOURS:

EMPLOYEE NAME	EQUIP #.	EQUIP. DESCRIPTION	START		END		
				AM/PM		AM/PM	
Ray Bercic	273	Laborer	7	AM/PM	530	AM/PM	10
Zack Bercic	295	↓	7	AM/PM	630	AM/PM	11.5
Mike Kos	276	↓	7	AM/PM	630	AM/PM	11.5
Danny McCormack	328	Operator	630	AM/PM	530	AM/PM	11
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	

MATERIALS: 4-8'x12' plates, 1 4'x12' plate, 2-8'x8' trench box 30 barricades, 50 sand bags, 3" Gas pump, 4" gas pump, 2-2" electric pumps, hydro pump, 6 Jersey walls, 1 arrow board, 328 backhoe

DESCRIPTION: Reset hymax sleeve, holds & passes Backfill w/ 1 load sand, 5 loads CA-7, 7 loads CA-6 de-mobe all equipment

CUSTOMER DATE

ROSSI CONTRACTORS DATE

White - Office Yellow - Foreman

ROSSI CONTRACTORS, INC.

201 W. LAKE ST. • NORTHLAKE, IL 60164
773-287-7545 • FAX 708-562-1965

DAILY EQUIPMENT RECORD

JOB LOCATION: ADDISON Lake St DATE: 10/29/26

JOB # / DESCRIPTION: 546 JOB PHASE:

FOREMAN: WORK HOURS:

EMPLOYEE NAME	EQUIP #.	EQUIP. DESCRIPTION	START		END		
Joe Lavsardo	291	Pickup	600	AM/PM	430	AM/PM	10
Juan Mendez	OCC	Service Truck	600	AM/PM	430	AM/PM	
Jaime Ayala	275	Service Truck	600	AM/PM	430	AM/PM	
Fernando Martinez	217	5 ton - w/ Trailer	600	AM/PM	430	AM/PM	
Mario Rodriguez		Bobcat	600	AM/PM	430	AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
Mike Pack	OCC	Cement Mason	800	AM/PM	400	AM/PM	
Devin Sassano	OCC	Cement Mason	800	AM/PM	400	AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	

MATERIALS:

DESCRIPTION: Pllop and pour 1 Section of Road Paving on Lake St over watermain Repair 65' x 18' x 10" 45 yds

CUSTOMER DATE

ROSSI CONTRACTORS DATE

White - Office Yellow - Foreman

ROSSI CONTRACTORS, INC.

201 W. LAKE ST. • NORTHLAKE, IL 60164
773-287-7545 • FAX 708-562-1965

DAILY EQUIPMENT RECORD

JOB LOCATION: Addison Lake St

DATE: 11/2/26

JOB # / DESCRIPTION: 546 DWC

JOB PHASE:

FOREMAN:

WORK HOURS: 4

EMPLOYEE NAME	EQUIP #.	EQUIP. DESCRIPTION	START		END	
Fernando Martinez	265	Sweeper Truck	700	AM/PM	1100	AM/PM
Omar Reyes	269	Dump	700	AM/PM	1100	AM/PM
Jaime Ayala			700	AM/PM	1100	AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM

MATERIALS:

DESCRIPTION: Pick up Barricades and Road Signs open up Lake St

CUSTOMER _____ DATE _____

ROSSI CONTRACTORS _____ DATE _____

White - Office Yellow - Foreman

ROSSI CONTRACTORS, INC.

201 W. LAKE ST. • NORTHLAKE, IL 60164
773-287-7545 • FAX 708-562-1965

DAILY EQUIPMENT RECORD

JOB LOCATION: ADDison Lake St.

DATE: 11/7/26

JOB # / DESCRIPTION: 546

JOB PHASE:

FOREMAN:

WORK HOURS:

EMPLOYEE NAME	EQUIP #.	EQUIP. DESCRIPTION	START		END	
Joe Laudando	291	Pickup	600	AM/PM	200	AM/PM
Fernando Martinez	295	Dump w/ ARROW BOARD	600	AM/PM	200	AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM

MATERIALS:

DESCRIPTION: Stripe Roadway on New pavement in ADDisson watermain Repair unload trucks in yard

CUSTOMER _____ DATE _____

ROSSI CONTRACTORS _____ DATE _____

White - Office Yellow - Foreman

SANCHEZ PAVING

SANCHEZ PAVING COMPANY
MARKHAM, IL 60428-5308

Invoice

Date	Invoice #
10/20/2026	216634

Bill To	Notes
Rossi Contractors Inc 201 W Lake St Northlake, IL 60164	645 W Lake Addison Ticket 18030

P.O. Number	Project
554	554

Description	Quantity	Price Each	Amount
645 W Lake Addison Ticket 18030 Job 554 Concrete Cutting 550 x 12	1	750.00	750.00
Saw Cutting Minimum for the first three hours Extra Man Hours	4	187.50	750.00
		Total	$1,500.00

Please be advised that we are now accepting ACH payments. Please contact our office at (708) 333-1300 to discuss the details.

PRODUCT 211

JOB INVOICE

18031

Sanchez Paving Company, Inc.
16309 S. Crawford
Markham, IL 60428
708-333-1300

CUSTOMERS ORDER NO	DATE ORDERED 10-20-26
ORDER TAKEN BY	DATE PROMISED ☐ A.M. ☐ P.M

BILL TO Rossi
PHONE
ADDRESS
MECHANIC Andy F
CITY
HELPER

JOB NAME AND LOCATION 645 W. Lake
DESCRIPTION OF WORK Addison

☐ DAY WORK ☐ CONTRACT ☐ EXTRA

Job ~~561~~ 554

QUANT	DESCRIPTION OF MATERIAL USED	PRICE	AMOUNT
	110 x 12" concrete		
	7pm 9pm		
	216635		

HOURS	LABOR	AMOUNT	
	MECHANICS @		TOTAL MATERIALS
	HELPERS @		TOTAL LABOR
			TAX

SANCHEZ PAVING COMPANY
MARKHAM, IL 60428-5308

Invoice

Date	Invoice #
10/20/2026	216635

Bill To

Rossi Contractors Inc
201 W Lake St
Northlake, IL 60164

Notes

645 Lake Addison
Ticket 18031

P.O. Number	Project
554	554

Description	Quantity	Price Each	Amount
645 W Lake Addison Ticket 18031 Job 554 Concrete Cutting 110 x 12 Saw Cutting Minimum	1	750.00	750.00
		Total	$750.00

Please be advised that we are now accepting ACH payments. Please contact our office at (708) 333-1300 to discuss the details.

PRODUCT 211

Sanchez Paving Company, Inc.
16309 S. Crawford
Markham, IL 60428
708-333-1300

JOB INVOICE
18030

CUSTOMER'S ORDER NO.	DATE ORDERED 10-20-26
ORDER TAKEN BY	DATE PROMISED ☐ A.M. ☐ P.M.
BILL TO Rossi	PHONE
ADDRESS	MECHANIC Andy F
CITY	HELPER
JOB NAME AND LOCATION 645 W. Lake Addison	☐ DAY WORK ☐ CONTRACT ☐ EXTRA
DESCRIPTION OF WORK 2 h waiting time	

QUANT.	DESCRIPTION OF MATERIAL USED	PRICE	AMOUNT
	Job 554		
550×12"	concrete		
	9am 4pm		
	216634		

HOURS	LABOR	AMOUNT	
	MECHANICS @		TOTAL MATERIALS
	HELPERS @		TOTAL LABOR
	TOTAL LABOR		TAX
	DATE COMPLETED		TOTAL

I hereby acknowledge the satisfactory completion of the above described work.
SIGNATURE

CORE & MAIN

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	Z983274
Invoice Date	10/27/26
Account #	219577
Sales Rep	MARK BARAN
Phone #	630-665-1800
Branch #229	St. Charles, IL
Total Amount Due	$3,029.78

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

ROSSI CONTRACTORS INC
201 W LAKE ST
NORTHLAKE IL 60164 2459

000/0000
00000

Shipped To:
CUSTOMER PICK-UP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
10/23/26	10/26/26	DUPAGE WATER				WILL CALL	Z983274

Product Code	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
7486056062416P	860-56-0624-16P 24 HYMAX CPLG 24.60-25.67 LR 25.59-26.70 HR OD	1	1		2786.00000	EA	2,786.00

Freight	Delivery	Handling	Restock	Misc

Subtotal:	2,786.00
Other:	.00
Tax:	243.78
Invoice Total:	$3,029.78

Terms: NET 30
Ordered By: DAN

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: https://coreandmain.com/terms-of-sale/

Invoice | VCNA Prairie LLC
Ready Mix Division

VOTORANTIM cimentos prairie materials

SHIP TO:
645 W LAKE STREET #5331764
645 W LAKE ST, ADDISON
ADDISON IL 60101
US

BILL TO:
ROSSI CONTRACTORS, INC. #5916303
201 WEST LAKE STREET
NORTHLAKE IL 60164
US

INVOICE NUMBER	INVOICE DATE	PAGE
892769086	10/31/26	1 of 1

JOB#	CUSTOMER JOB#
5000184783	561

DELIVERY METHOD	CUSTOMER PO#
CIF	

SALES REPRESENTATIVE
Daniel Shea

**** TO RECEIVE EMAILED INVOICES, PLEASE CONTACT THE CREDIT DEPT. AT 1-708-458-0400***

SHIPPING DATE	PLANT	TICKET NUMBER	PRODUCT DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT
0/29/26	4R14	14744569	6177154 71PCC855P PV SI 4.6 SLAG	9.000	YD3	173.00	1557.00
			8422 ENVIRONMENTAL CH	9.000	YD3	3.25	29.25
			2870 FUEL SURCHARGE/L	1.000	LD	33.00	33.00
0/29/26	4R14	14744587	6177154 71PCC855P PV SI 4.6 SLAG	9.000	YD3	173.00	1557.00
			8422 ENVIRONMENTAL CH	9.000	YD3	3.25	29.25
			2870 FUEL SURCHARGE/L	1.000	LD	33.00	33.00
0/29/26	4R14	14744675	6177154 71PCC855P PV SI 4.6 SLAG	9.000	YD3	173.00	1557.00
			8422 ENVIRONMENTAL CH	9.000	YD3	3.25	29.25
			2870 FUEL SURCHARGE/L	1.000	LD	33.00	33.00
0/29/26	4R14	14744760	6177154 71PCC855P PV SI 4.6 SLAG	9.000	YD3	173.00	1557.00
			8422 ENVIRONMENTAL CH	9.000	YD3	3.25	29.25
			2870 FUEL SURCHARGE/L	1.000	LD	33.00	33.00
0/29/26	4R14	14744806	6177154 71PCC855P PV SI 4.6 SLAG	9.000	YD3	173.00	1557.00
			8422 ENVIRONMENTAL CH	9.000	YD3	3.25	29.25
			2870 FUEL SURCHARGE/L	1.000	LD	33.00	33.00
			Amount Before Tax:				8096.25
			Sales Tax:				809.60

prairie materials 75th Anniversary 1948 2023

otal YDS 45.00 Total Amount USD 8905.85

Payment due end of 2nd month following shipment

Thank you for your Business

EMIT TO: VCNA Prairie LLC
P.O. Box 736961 Chicago IL 60673-6961
voice Inquiries: Please call
55-992-2929

FOR COMPLETE TERMS AND CONDITIONS, PLEASE CHECK OUR WEBSITE
http://salestermsandconditions.vcnainc.com/

McMASTER-CARR

Credit

630-600-3600
630-834-9427 (fax)
chi.sales@mcmaster.com

Purchase Order	**DUPAGE WATER**
Available Credit	**$(230.44)**
Credit	**74622891**
Credit Date	**11/2/26**

Billed to

ROSSI CONTRACTORS
201 W LAKE ST
NORTHLAKE IL 60164-2459

Shipped to

McMaster Carr
600 N County Line Rd
Elmhurst IL 60126-2081

Mailing Address: McMaster-Carr
PO Box 7690
Chicago IL 60680-7690

Your Account: 25132600

David Notardonato placed this order.

Line		Product	Ordered	Shipped	Credited	Price	Total
2	5549A144	6-Point Impact Socket, Deep, 1/2" Square Drive, 1" Size, 3-1/2" Long	7 Each	7	(5)	22.26 Each	(111.30)
4	5549A151	6-Point Impact Socket, Deep, 1/2" Square Drive, 1-1/16" Size, 3-1/2" Long	6 Each	6	(4)	25.15 Each	(100.60)

Notes

David Notardonato changed the purchase order number from 1027DNOTARDONATO to DUPAGE WATER on October 27th.

This is a credit for purchase order DUPAGE WATER, invoice 74442549, packing list number 7854348-00.

Merchandise	(211.90)
Sales Tax	(18.54)
Credit Total	$(230.44)

CORE & MAIN

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	Z966075
Invoice Date	11/03/26
Account #	219577
Sales Rep	MARK BARAN
Phone #	630-665-1800
Branch #229	St. Charles, IL
Total Amount Due	$12,971.49

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

ROSSI CONTRACTORS INC
201 W LAKE ST
NORTHLAKE IL 60164 2459

000/0000
00000

Shipped To:
CUSTOMER PICK-UP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
10/21/26	10/30/26	554				WILL CALL	Z966075

Product Code	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
012452T	24 TJ CL52 DI PIPE	20	20		194.19000	FT	3,883.80
19ATGR24	24 TYTON JT RUBBER GASKET	1	1		N/C	EA	
21T24S115T	24 MJ L/P SLV C153 USA	2	2		2602.00000	EA	5,204.00
21AMF8241124	24 EBAA MEGALUG MJ DI 1124 RST F/DI PIPE, BLACK	4	4		617.00000	EA	2,468.00
21TAMG124DOM	24 MJ REGULAR GASKET DOMESTIC	4	4		37.00000	EA	148.00
21AMB10750C111	3/4X5 T-HEAD B&N C111	64	64		3.50000	EA	224.00

Freight	Delivery	Handling	Restock	Misc

Subtotal:	11,927.80
Other:	.00
Tax:	1,043.69
Invoice Total:	$12,971.49

Terms: NET 30
Ordered By: DAN

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: https://coreandmain.com/terms-of-sale/

Fox Valley Chlorinating Specialists, Inc.
24W134 Saint Charles Rd
Carol Stream, IL 60188

INVOICE

BILL TO
Rossi Contractors, Inc.
201 W. Lake St.
Illinois
Northlake, IL 60164

INVOICE # 28646
DATE 10/30/2026
DUE DATE 11/29/2026
TERMS Net 30

JOB SITE
Lake St Addison PO #554

DATE	DESCRIPTION	QTY	RATE	AMOUNT
10/29/2026	Chlorination of 24" water main	10,450	1.00	10,450.00

Thank you for your business.

Have A Great Day

BALANCE DUE **$10,450.00**

SANCHEZ PAVING COMPANY
MARKHAM, IL 60428-5308

Invoice

Date	Invoice #
10/30/2026	216660

Bill To	Notes
Rossi Contractors Inc 201 W Lake St Northlake, IL 60164	645 W Lake St Ticket 18032

P.O. Number	Project
561	561

Description	Quantity	Price Each	Amount
645 W Lake St Addison IL Ticket 18032 Job 561 Green Cutting 115 x 4 Saw Cutting Minimum	1	750.00	750.00
		Total	$750.00

Please be advised that we are now accepting ACH payments. Please contact our office at (708) 333-1300 to discuss the details.

PRODUCT 211

Sanchez Paving Company, Inc.
16309 S. Crawford
Markham, IL 60428
708-333-1300

JOB INVOICE
18032

CUSTOMERS ORDER NO.	DATE ORDERED 10-30-26
ORDER TAKEN BY	DATE PROMISED ☐ A.M. ☐ P.M.

BILL TO Rossi — PHONE

ADDRESS — MECHANIC Andy F

CITY — HELPER

JOB NAME AND LOCATION 645 W. Lake Addison — ☐ DAY WORK ☐ CONTRACT ☐ EXTRA

DESCRIPTION OF WORK Job 561

QUANT.	DESCRIPTION OF MATERIAL USED	PRICE	AMOUNT
	115 x 4" deep green		
	5° am 8° am		
	21600		

HOURS	LABOR	AMOUNT	
	MECHANICS @		TOTAL MATERIALS
			TOTAL LABOR

McMASTER-CARR

Invoice

630-600-3600
630-834-9427 (fax)
chi.sales@mcmaster.com

Purchase Order	**DUPAGE WATER**
Total	**$589.39**
Invoice	**74442549**
Invoice Date	**10/28/26**
Payment Terms	**2% 10, Net 30**

Deduct $11.79 on merchandise and tax if paid by 11/7/26.

Billed to

ROSSI CONTRACTORS
201 W LAKE ST
NORTHLAKE IL 60164-2459

Picked up at

McMaster Carr
600 N County Line Rd
Elmhurst IL 60126-2081

Mail Payment to McMaster-Carr
PO Box 7690
Chicago IL 60680-7690

Your Account 25132600

David Notardonato placed this order.

Line		Product	Ordered	Shipped	Balance	Price	Total
1	55375A42	Extra-Deep 6-Point Socket, 1/2" Square Drive, 1-1/16" Drive Size	1 Each	1	0	58.38 Each	58.38
2	5549A144	6-Point Impact Socket, Deep, 1/2" Square Drive, 1" Size, 3-1/2" Long	7 Each	7	0	22.26 Each	155.82
3	55375A15	Extra-Deep 6-Point Socket, 1/2" Square Drive, 1" Drive Size	1 Each	1	0	48.48 Each	48.48
4	5549A151	6-Point Impact Socket, Deep, 1/2" Square Drive, 1-1/16" Size, 3-1/2" Long	6 Each	6	0	25.15 Each	150.90
5	89955K609	Weldable 4130 Alloy Steel Round Tube, 1/4" Thick Wall, 1-1/2" OD, 3 Feet Long	1 Each	1	0	128.39 Each	128.39

Notes

David Notardonato changed the purchase order number from 1027DNOTARDONATO to DUPAGE WATER on October 27th.

Merchandise	541.97
Sales Tax	47.42
Total	$589.39

Packing List	Shipped	Weight	Carrier	Tracking
7854348-02	10/28/26	12 lb	Will Call	1Z6028360302170775
7854348-01	10/28/26	17 lb	Will Call	1Z6028360302170766

McMASTER-CARR

Invoice

630-600-3600
630-834-9427 (fax)
chi.sales@mcmaster.com

Purchase Order	**DUPAGE WATER**
Total	**$94.88**
Invoice	**74433444**
Invoice Date	**10/28/26**
Payment Terms	**2% 10, Net 30**

Deduct $1.90 on merchandise and tax if paid by 11/7/26.

Billed to

ROSSI CONTRACTORS
201 W LAKE ST
NORTHLAKE IL 60164-2459

Picked up at

McMaster Carr
600 N County Line Rd
Elmhurst IL 60126-2081

Mail Payment to McMaster-Carr
PO Box 7690
Chicago IL 60680-7690

Your Account 25132600

David Notardonato placed this order.

Line		Product	Ordered	Shipped	Balance	Price	Total
1	7733K175	Extra-Thick-Wall Steel Pipe Nipple, Threaded on Both Ends, 1 NPT, 10" Long	1 Each	1	0	87.25 Each	87.25

Merchandise	87.25
Sales Tax	7.63
Total	$94.88

Packing List	Shipped	Weight	Carrier	Tracking
7854547-01	10/28/26	3 lb	Will Call	1Z6028360302171603

SOLD BY
CHICAGO-W IL
Branch - 229
3415 E. Ohio Avenue
St. Charles IL 60174

PHONE # 630 665 1800

CORE&MAIN
Local Knowledge
Local Experience
Local Service, Nationwide®

PROMISED: 10/26/26
FILLED BY:
CHECKED BY:
REVIEWED BY:
ENTERED BY: JASON KAZIMIER - 229

REPRINT 10/26/2026 09:02 AM PAGE 1
219577

PICK TICKET Z983274

SOLD TO
ROSSI CONTRACTORS INC
201 W LAKE ST
NORTHLAKE IL 60164 2459

CUS PH# 773 287 7545

SHIP TO
CUSTOMER PICKUP
ROSSI CONTRACTORS INC
Branch - 229
3415 E. Ohio Avenue
St. Charles IL 60174

SPECIAL INSTRUCTIONS/COMMENTS:

WARNING-HEAVY ITEM-LIFT ASSISTANCE REQ'D

BRANCH NO.	DATE ORDERED	DATE SHIPPED	PURCHASE ORDER NO.	JOB NAME	JOB NUMBER	DELIVERY METHOD				BILL OF LADING NO.	SHIPPED VIA	SALESMAN
						OUR TRUCK	CUSTOMER PICK UP	DIRECT	SHIPPED			
229	10/23/26		DUPAGE WATER				X				WILL CALL	507

BIN LOCATION	PRODUCT CODE	DESCRIPTION	QTY ORDERED	QTY SHIPPED	BACK ORDERED	UNIT PRICE	PER	AMOUNT
	ORDERED BY:	DAN						
	7486056062416P	860-56-0624-16P 24 HYMAX CPLG 24.60-25.67 LR 25.59-26.70 HR OD WEIGHT: 125.0000 LB TOTAL WEIGHT: 125.00	1	1			EA	

24" oversize Coupling

11.6"

18" for long

END OF ORDER

MERCHANDISE SUBTOTAL	TAX	TAX AMOUNT	FREIGHT	DELIVERY	HANDLING	RESTOCKING	MISCELLANEOUS	TOTAL SALE

193 of 175

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit https://coreandmain.com/terms-of-sale/.

Z983274219577

RECEIVED BY SIGNATURE:

PRINT NAME HERE:

CORE & MAIN

INVOICE

Invoice #	Z955955
Invoice Date	10/21/26
Account #	219577
Sales Rep	MARK BARAN
Phone #	630-665-1800
Branch # 229	St. Charles, IL
Total Amount Due	$2,849.19

1830 Craig Park Court
St. Louis, MO 63146

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

412 1 MB 0.707 E0393X I0653 D15455063465 S2 P11143573 0001:0001

ROSSI CONTRACTORS INC
201 W LAKE ST
NORTHLAKE IL 60164-2459

Shipped to:

CUSTOMER PICK-UP -

CUSTOMER JOB- 645 LAKE STREET

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
10/20/26	10/20/26	JOB 546	645 LAKE STREET			WILL CALL	Z955955

Product Code	Description	Quantity Ordered	Shipped	B/O	Price	UM	Extended Price
72263257020000	263-257020-000 24X20 REP CLP FULL CIRCLE 25.70-26.90 OD	1	1		2619.94000	EA	2,619.94

Online ADVANTAGE™

• Manage billing online • Reprint invoices
• Retrieve proof of deliveries

Be suspicious of emails requesting wire transfers or payments to Core & Main using updated remittance information. For tips about how to identify bad actors, visit coreandmain.com/identifying-fraud.

Freight Delivery Handling Restock Misc.

Subtotal:	2,619.94
Other:	0.00
Tax:	229.25
Invoice Total:	$2,849.19

Terms: NET 30
Ordered By: DAN MOORE

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: https://coreandmain.com/terms-of-sale/.

R & R MATERIALS

201 W. LAKE ST. • NORTHLAKE, IL 60164 • 773-287-7545 • FAX 708-562-1965

SOLD TO:
ROSSI CONTRACTORS, INC.
201 W. LAKE ST.
NORTHLAKE, IL 60164

TICKET #	CUSTOMER	DATE	TIME
117692	ROS	10/22/2026	01:20 PM

JOB: ROS/ROSSI CONTRACTORS

LOAD #: 1

TRUCK #	GROSS	TARE	NET (LBS)	NET (TONS)	TONS TODAY/PRODUCT
ROS165	69,380 lbs	33,320 lbs	36,060 lbs	18.03 t	18.03 t

PRODUCT
CA-7L/CA-7 LIMESTONE

CUSTOMER

DRIVER: _____

R&R MATERIALS

201 W. LAKE ST. • NORTHLAKE, IL 60164 • 773-287-7545 • FAX 708-562-1965

SOLD TO:
ROSSI CONTRACTORS, INC.
201 W. LAKE ST.
NORTHLAKE, IL 60164

TICKET #	CUSTOMER	DATE	TIME
117665	ROS	10/21/2026	10:27 AM

JOB: ROS/ROSSI CONTRACTORS

LOAD #: 3

TRUCK #	GROSS	TARE	NET (LBS)	NET (TONS)	TONS TODAY/PRODUCT
ROS165	71,880 lbs	33,320 lbs	38,560 lbs	19.28 t	55.67 t

PRODUCT
CA-7L/CA-7 LIMESTONE

CUSTOMER

DRIVER: _____

R & R MATERIALS

201 W. LAKE ST. • NORTHLAKE, IL 60164 • 773-287-7545 • FAX 708-562-1965

SOLD TO:
ROSSI CONTRACTORS, INC.
201 W. LAKE ST.
NORTHLAKE, IL 60164

TICKET #	CUSTOMER	DATE	TIME
117657	ROS	10/21/2026	07:38 AM

JOB: ROS/ROSSI CONTRACTORS

LOAD #: 2

TRUCK #	GROSS	TARE	NET (LBS)	NET (TONS)	TONS TODAY/PRODUCT
ROS166	69,020 lbs	33,800 lbs	35,220 lbs	17.61 t	36.39 t

PRODUCT
CA-7L/CA-7 LIMESTONE

CUSTOMER

DRIVER: _____

R & R MATERIALS

201 W. LAKE ST. • NORTHLAKE, IL 60164 • 773-287-7545 • FAX 708-562-1965

SOLD TO:
ROSSI CONTRACTORS, INC.
201 W. LAKE ST.
NORTHLAKE, IL 60164

TICKET #	CUSTOMER	DATE	TIME
117656	ROS	10/21/2026	07:24 AM

JOB: ROS/ROSSI CONTRACTORS

LOAD #: 1

TRUCK #	GROSS	TARE	NET (LBS)	NET (TONS)	TONS TODAY/PRODUCT
ROS165	70,880 lbs	33,320 lbs	37,560 lbs	18.78 t	18.78 t

PRODUCT
CA-7L/CA-7 LIMESTONE

CUSTOMER

DRIVER: _____

R & R MATERIALS

201 W. LAKE ST. • NORTHLAKE, IL 60164 • 773-287-7545 • FAX 708-562-1965

SOLD TO:
ROSSI CONTRACTORS, INC.
201 W. LAKE ST.
NORTHLAKE, IL 60164

TICKET #	CUSTOMER	DATE	TIME
117672	ROS	10/21/2026	11:47 AM

JOB: ROS/ROSSI CONTRACTORS

LOAD #: 4

TRUCK #	GROSS	TARE	NET (LBS)	NET (TONS)	TONS TODAY/PRODUCT
ROS165	68,880 lbs	33,320 lbs	35,560 lbs	17.78 t	73.45 t

PRODUCT
CA-7L/CA-7 LIMESTONE

CUSTOMER

DRIVER: _____

R & R MATERIALS

201 W. LAKE ST. • NORTHLAKE, IL 60164 • 773-287-7545 • FAX 708-562-1965

SOLD TO:
ROSSI CONTRACTORS, INC.
201 W. LAKE ST.
NORTHLAKE, IL 60164

TICKET #	CUSTOMER	DATE	TIME
117740	ROS	10/28/2026	11:57 AM

JOB: ROS/ROSSI CONTRACTORS

LOAD #: 1

TRUCK #	GROSS	TARE	NET (LBS)	NET (TONS)	TONS TODAY/PRODUCT
ROS166	70,180 lbs	33,800 lbs	36,380 lbs	18.19 t	18.19 t

PRODUCT
CA-7L/CA-7 LIMESTONE

CUSTOMER

DRIVER: _____

R & R MATERIALS

201 W. LAKE ST. • NORTHLAKE, IL 60164 • 773-287-7545 • FAX 708-562-1965

SOLD TO:
ROSSI CONTRACTORS, INC.
201 W. LAKE ST.
NORTHLAKE, IL 60164

TICKET #	CUSTOMER	DATE	TIME
117741	ROS	10/28/2026	11:59 AM

JOB: ROS/ROSSI CONTRACTORS

LOAD #: 2

TRUCK #	GROSS	TARE	NET (LBS)	NET (TONS)	TONS TODAY/PRODUCT
ROS169	71,320 lbs	32,100 lbs	39,220 lbs	19.61 t	37.80 t

PRODUCT
CA-7L/CA-7 LIMESTONE

CUSTOMER

DRIVER: _____

R & R MATERIALS

201 W. LAKE ST. • NORTHLAKE, IL 60164 • 773-287-7545 • FAX 708-562-1965

SOLD TO:
ROSSI CONTRACTORS, INC.
201 W. LAKE ST.
NORTHLAKE, IL 60164

TICKET #	CUSTOMER	DATE	TIME
117748	ROS	10/28/2026	01:20 PM

JOB: ROS/ROSSI CONTRACTORS

LOAD #: 1

TRUCK #	GROSS	TARE	NET (LBS)	NET (TONS)	TONS TODAY/PRODUCT
ROS168	69,320 lbs	33,320 lbs	36,000 lbs	18.00 t	18.00 t

PRODUCT
CA-6/CA-6 RECYCLED CONCRETE

CUSTOMER

DRIVER: _____

R&R MATERIALS

201 W. LAKE ST. • NORTHLAKE, IL 60164 • 773-287-7545 • FAX 708-562-1965

SOLD TO:
ROSSI CONTRACTORS, INC.
201 W. LAKE ST.
NORTHLAKE, IL 60164

TICKET #	CUSTOMER	DATE	TIME
117749	ROS	10/28/2026	01:35 PM

JOB: ROS/ROSSI CONTRACTORS

LOAD #: 2

TRUCK #	GROSS	TARE	NET (LBS)	NET (TONS)	TONS TODAY/PRODUCT
ROS150	71,760 lbs	32,100 lbs	39,660 lbs	19.83 t	37.83 t

PRODUCT
CA-6/CA-6 RECYCLED CONCRETE

DU PAGE
ADDISON

CUSTOMER

DRIVER: _____

R & R MATERIALS

201 W. LAKE ST. • NORTHLAKE, IL 60164 • 773-287-7545 • FAX 708-562-1965

SOLD TO:
ROSSI CONTRACTORS, INC.
201 W. LAKE ST.
NORTHLAKE, IL 60164

TICKET #	CUSTOMER	DATE	TIME
117750	ROS	10/28/2026	01:37 PM

JOB: ROS/ROSSI CONTRACTORS

LOAD #: 3

TRUCK #	GROSS	TARE	NET (LBS)	NET (TONS)	TONS TODAY/PRODUCT
ROS152	71,600 lbs	33,240 lbs	38,360 lbs	19.18 t	57.01 t

PRODUCT
CA-6/CA-6 RECYCLED CONCRETE

CUSTOMER

DRIVER: [redacted]

R & R MATERIALS

201 W. LAKE ST. • NORTHLAKE, IL 60164 • 773-287-7545 • FAX 708-562-1965

SOLD TO:
ROSSI CONTRACTORS, INC.
201 W. LAKE ST.
NORTHLAKE, IL 60164

TICKET #	CUSTOMER	DATE	TIME
117752	ROS	10/28/2026	02:22 PM

JOB: ROS/ROSSI CONTRACTORS

LOAD #: 4

TRUCK #	GROSS	TARE	NET (LBS)	NET (TONS)	TONS TODAY/PRODUCT
ROS169	71,260 lbs	32,100 lbs	39,160 lbs	19.58 t	76.59 t

PRODUCT
CA-6/CA-6 RECYCLED CONCRETE

CUSTOMER

DRIVER: _____