



AGENDA – Engineering and Construction Committee

Thursday, November 20, 2025 6:00 PM

Committee Members

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

- I. Roll Call
- II. Approval of the October 16, 2025, Engineering & Construction Committee Minutes

RECOMMENDED MOTION: To approve the Minutes of the October 16, 2025, Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Operations and Construction
- IV. **Resolution R-77-25:** A Resolution to Approve & Ratify Certain Work Authorization Orders Under Quick Response Contract QR-13/25 (**WAO 13.004-Benchmark Construction Co., Inc. - \$207,707**).
- V. **Resolution R-78-25:** A Resolution Approving Underground Utilities Surveying at the DuPage Pumping Station (**Ground Penetrating Radar Systems, LLC – Not-To-Exceed \$25,000**).
- VI. **Resolution R-86-25:** A Resolution to Approve & Ratify Certain Work Authorization Orders Under Quick Response Contract QR-13/25 (**WAO 13.005-John Neri Construction Co., Inc. - \$205,800**).
- VII. **Resolution R-88-25:** A Resolution Approving and Authorizing the General Manager to Purchase a Reporting Package and the Associated Professional Services (**Waterly, Inc. – Not-to-Exceed \$100,287.50**)
- VIII. **Resolution R-90-25:** A Resolution Authorizing the General Manager to Purchase Repair Services for a High-Lift Pump Control Valve from a Sole Source Provider (**A/C Service and Repair, Inc. – Estimated Expense of \$150,000**)

- IX. **Resolution R-91-25:** A Resolution Approving a Contract Extension for Heavy Machinery and Equipment Rigging, Transportation, and Installation Services (**Meccon Industries, Inc. – No Cost This Action**)

- X. **Resolution R-92-25:** A Resolution Authorizing the General Manager to Purchase High Lift Pump Rehabilitation Services (**Superior Industrial Equipment – Estimated Expense Not-To-Exceed \$215,000**).

- XI. **Resolution R-93-25:** A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Burns & McDonnell Engineering Co., Inc. (**Task Order No. 09 - Cost Not-To-Exceed \$120,500**).

- XII. **Resolution R-94-25:** Award of a Contract for the Construction of the West Transmission Main along the ComEd Corridor from Book Rd to Wolf’s Crossing Rd (Contract TW-6/25 Sections 2A & 2B (**Airy’s, Inc. – Combined Bid of \$22,723,829**))

- XIII. **Resolution R-99-25:** A Resolution Approving and Authorizing the Execution of a Master Agreement with GVW Engineers, Inc., for Professional Consulting Services (**No Cost This Action**)

RECOMMENDED MOTION: To recommend approval of Items 2 through 11 of the Engineering and Construction Committee Report section of the Commission meeting agenda

XIV. Old Business

XV. New Business

XVI. 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).

XVII. Adjournment

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**Minutes of a Meeting
of the**

ENGINEERING & CONSTRUCTION COMMITTEE

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

October 16, 2025

Chairman Fennell called the meeting to order at 6:03 P.M.

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

Committee members absent: T. Noonan

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

Commissioner Saverino moved to approve the Minutes of the September 18, 2025, Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion was seconded by Commissioner Cuzzone and unanimously approved by a Voice Vote.

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

Regarding High Lift Pump Motor (HLP) No. 3, Manager of Water Operations Bostick reported that the exciter windings are in process of being rewound and Staff are also researching replacement motor logic relay options.

Regarding replacement of the DuPage Pumping Station Fire Alarm System Panels, Manager of Water Operations Bostick reported the project is complete, tested and functioning as required.

Manager of Water Operations Bostick reported that Staff are engaged with CDM Smith and Strand Associates to review design documents of proposed improvements to alleviate electrical issues with the medium voltage switchgear control logic.

Manager of Water Operations Bostick reported that Staff and Arcadis USA have submitted a federal grant application for the updating of the Safe Drinking Water Act required Risk and Resilience Assessment and Emergency Response Plans. The status of the grant will be provided in March 2026, and funding would become available in May 2026 if the grant is awarded.

Manager of Water Operations Bostick advised the Committee that there is no progress to report regarding the necessary improvements at the Lexington Pump Station vibration analysis equipment or the SCADA system and the ball is firmly in the City's court.

Regarding the alternate water source initiative, the Technical Advisory Team; Consor, Woolpert and Raftelis, continue their tasks and will provide a status report during the regular Commission meeting. In addition, R-84-25 appears on the agenda as an Amendment to Task Order No. 01 for expenses related to performance of the subtasks that were not originally required or subtasks which required task scheduling changes, additional time and resources not anticipated under the original Task Order.

Manager of Water Operations Bostick reported the leak on a 36" steel water main located in Villa Park was successfully repaired in late September and put back into service. Accordingly, Resolution R-72-25 appears on the agenda to authorize the General Manager to purchase steel pipe and butt straps to replenish an inventory of pipes and butt straps taken from stock to facilitate recent repairs.

Manager of Water Operations Bostick reported that Resolution R-76-25 appears on the agenda to authorize the General Manager to purchase hydro-vacuum cleaning services from Badger Daylighting Corp. at various vault structures. Manager of Water Operations Bostick advised the Committee that discussions are in process with DuPage County to potentially provide these services in the future.

Manager of Water Operations Bostick advised the Committee that Resolution R-75-25 appears on the agenda to approve a Second Amendment to Task Order No.14 under a master Contract with AECOM Technical Services, Inc. for engineering services rendered on the Illinois Tollway 294 reconstruction and widening projects and this action should cover the expenses over the remaining duration of the Tollway improvement project.

Manager of Water Operations Bostick reported that Resolution R-82-25 appears on the agenda to approve Task Order No. 08 to Burns and McDonnell Engineering, Inc., to perform hydraulic modelling for a theoretical connection of the American Water Valley Marina system to the planned 54" WaterLink main in unincorporated Kendall County. Manager of Water Operations Bostick advised the Committee that American Water is to deposit funds to cover the expense before the work is to be performed.

Engineering Manager Loster informed the Committee that design work of the joint metering and pressure adjusting station for the Village of Lombard's fifth connection point, being performed by AECOM, continues to progress.

Engineering Manager Loster also noted that there are multiple ongoing efforts related to cathodic protection of Commission pipelines on the south and outer belt transmission mains, in addition to regular annually recurring work.

Regarding the WaterLink Project, Engineering Manager Loster stated that the phase II effort continues and is approximately 92% complete at this time. He advised the Committee that the permit submittal and resubmittal effort is ongoing, as is coordination with ComEd. He indicated that the technical review portion of the coordination is expected to be completed very soon, with the proposed License Agreement terms, including the fee structure, scheduled to be brought to the Board for final approval at the November Commission meeting.

Engineering Manager Loster informed the Committee that the corrosion control study, managed by the three WaterLink communities, continues to progress and is scheduled to wrap up by mid-November, at which time a final report will be submitted to the IEPA for approval. He noted that the preliminary findings were previously presented to the IEPA in recent weeks with no significant issues noted.

With regard to easement acquisition on the WaterLink Project, Engineering Manager Loster noted that there are three ordinances on the agenda, O-11-25, O-12-25 and O-13-25, the details of which will be discussed during closed session.

Engineering Manager Loster also shared recent progress regarding the Book Road segment of the WaterLink Project, indicating that administrative efforts have begun since award of the contract took

place at the September Board meeting and noted that construction is anticipated to begin prior to the end of the calendar year. He also stated that the next two construction packages of the WaterLink Project are currently advertised, with a well-attended pre-bid event having been held last week. Engineering Manager Loster informed the Committee that the intent is to open the corresponding bids at the end of October, and to award the contract(s) in either November or December, with the next bid packages scheduled to be advertised in early November.

Chairman Fennell inquired with the Committee if there were any further questions regarding the action items. Hearing none, Commissioner Saverino moved to recommend approval of items 2 through 6 of the Engineering and Construction Committee portions of the Commission Agenda (Items IV through VIII on the Engineering and Construction Committee Agenda). Seconded by Commissioner Cuzzone and unanimously approved by a Voice Vote.

Chairman Fennell asked the Committee if any other business or other items to be discussed. Hearing none, and with no other items coming before the Committee, Commissioner Cuzzone moved to adjourn the meeting at 6:21 P.M. Seconded by Commissioner Saverino and unanimously approved by a Voice Vote.

BOARD/MINUTES/ENGINEERING/2025/ENG251016.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: 11/13/2025

Subject: Status of Operations, Engineering and Construction

Operations Overview

The Commission's sales for October 2025 were a total of 2.24 billion gallons. This represents an average daily demand of 72.4 million gallons per day (MGD), which is lower than the October 2024 average day demand of 78.1 MGD. The maximum day demand was 90.7 MGD, which is higher than the October 2024 maximum day demand of 85.9 MGD. The minimum day flow was 60.2 MGD.

The recorded total precipitation for October 2025 was 2.53 inches compared to 1.15 inches for October 2024. The level of Lake Michigan for October 2025 is 578.00 (Feet International Great Lakes Datum (IGLD) 1985) compared to 578.97 (Feet IGLD 1985) for October 2024.

DuPage Operations & Instrumentation Maintenance and Construction Overview

High Lift Pump Motor (HLP) No. 3 was repaired at the motor repair shop and reinstalled. Staff continue to experience issues at motor start-ups. The exciter windings were rewound; re-installation is complete and testing is being scheduled.

Replacement of the DuPage Pumping Station Fire Alarm System Panels is complete.

The 30" Cone Valve on High Lift Pump #5 was replaced with a rebuilt Cone Valve. The removed Cone Valve was shipped out for rebuilding. Two of Nine Cone Valves have been rebuilt. R-90-25 appears on the agenda seeking approval of the next Cone Valve refurbishment by A/C Service and Repair, Inc.

Resolution No. R-91-25 appears on the agenda seeking authorization to extend a contract for Heavy Machinery and Equipment Rigging, Transportation and installation Service with Meccon Industries Inc.

Resolution No. R-92-25 appears on the agenda to authorize the High-Lift Pump repair service for HLP No. 8 from Superior Industrial Equipment.

Resolution R-93-25 seeks approval of Task Order No. 09 with Burns and McDonnell Engineering Co., Inc. to complete High Lift Pump performance evaluations to obtain the current performance metrics for comparison against the original performance metrics from the initial installation and performance tests performed in 1991.

Staff continue to work with CDM Smith and Strand Associates to further evaluate and provide design documents to alleviate the electrical issues with the medium voltage switchgear.

Lexington Operations and Maintenance Overview

No Change: Proposals for potential installation of vibration analysis instrumentation have been received from vendors and Quick-Response Electrical contractors and are currently under review by the Chicago Department of Water Management and may be brought forth for Board consideration at a future Commission meeting.

No Change: Chicago DWM reports that they will continue to troubleshoot their SCADA system deficiencies to identify the root cause of the ongoing issues.

Alternate Water Source

The Technical Advisory Team; Consor, Woolpert and Raftelis, continue their tasks including engagement with potential entities regarding easement acquisition. Bathymetry studies of Lake Michigan are complete, as is the Business Case Analysis. The Technical Advisory Team will be presenting on potential Governance Plans during the November 20th Board of Commissioners meeting. A status report for the month of November is attached.

Pipeline & Remote Facilities Maintenance Overview

Pipeline and Remote Facilities staff, based upon an engineer's recommendation stemming from the recent 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 continue to inspect Remote Facilities and perform maintenance and repairs on rectifiers installed on DWC distribution system.

Pipeline staff continue closely monitoring I-294 (SB) Tollway construction work in the vicinity of the Commission's 72-inch and 90-inch water mains and construction work along Butterfield Road between I-355 and Park Blvd in the vicinity of the Commission's 54-inch water main.

Resolution R-77-25 appears on the agenda to approve and ratify Work Authorization Order No. 13.004 to Quick Response Contractor, Benchmark Construction Co., Inc. The work was necessary to repair a leaking 36-inch diameter steel water main located in the City of Oakbrook Terrace.

Resolution R-78-25 appears on the agenda to authorize the General Manager to procure underground utility surveying services at the DuPage Pump Station campus from Ground Penetrating Radar Systems, LLC.

Resolution R-86-25 appears on the agenda to approve Work Authorization Order No. 13.005 to Quick Response Contractor, John Neri Construction Co. Inc. The work is necessary to reconstruct and modify the existing vault structures located in the Village of Villa Park to move Commission facilities outside of the limits of proposed pavement improvements.

SCADA & Information Technology Overview

The SCADA Replacement Project (Contract PSD-9/21) is ongoing. The DWC campus control panel replacement has been completed, including the site acceptance testing, with only punch list items remaining that need to be coordinated with remote site upgrades. Commission and Concentric staff completed the communication configuration bench acceptance testing and are beginning to replace the backhaul radios at all remote locations. During the backhaul upgrade, communication configuration and testing have taken more effort and time than originally anticipated due to several factors, including but not limited to the scale of the backhaul system, the sequencing to transition and maintain the existing infrastructure and HSQ SCADA system, and the testing and configuration required to verify the new system's redundancies and configuration. The additional effort and time it took to complete the backhaul and RTU upgrade will likely push the schedule of the project further than the originally anticipated completion date of May 31, 2026. While efforts continue on the backhaul and RTU replacement, electrical improvements to remote sites are underway, completing installations at remote sites included in the first and second batches to have their RTUs replaced. In addition, the DWC campus fiber optic system upgrade, which includes the replacement of the fiber runs throughout the campus and the commissioning of new fiber optic panels, will take place throughout November and December.

Resolution R-88-25 appears on the agenda to request approval for the purchase of a reporting package and associated professional services from Waterly, Inc., to be used as the dedicated reporting system for the Commission SCADA system at a cost not to exceed \$100,287.50.

The annual Customer Meter Testing Program is ongoing and is approximately 73% complete.

Engineering & Capital Improvement Program Overview

Design of a Joint Facility (Metering Station and Pressure Adjusting Station) at Lombard's fifth connection location remains ongoing and is nearing completion after a recent meeting with the design team.

Cathodic Protection Improvement efforts also continue, with design work for rectifier and ribbon anode improvements on the south and outer belt transmission pipelines remaining under development.

R-99-25 appears on the agenda seeking authorization for the General Manager to execute a Master Services Agreement with GVW Engineers, Inc., for future discreet projects as assigned by Task Order and Board approval.

WaterLink Communities (Montgomery/Oswego/Yorkville)

The Phase II engineering effort remains ongoing and is approximately 92% complete. Permit submittals continue to be coordinated, with all review comments assessed and incorporated as necessary into the design drawings by the design team. Coordination with ComEd continues to move

forward, with review of the proposed pipe alignment having been completed and negotiations of the license agreement completed, with approval of the agreement on the Board Agenda for tonight.

Efforts related to easement acquisition also continue, with Ordinances O-14-25 and O-15-25 appearing on the agenda. These items include necessary property acquisition (easements) required in order to complete the construction of the WaterLink Pipeline.

A preconstruction meeting was recently held for the Book Road portion of the project, in addition to a meeting with the City of Naperville to discuss communication efforts. The Contractor has submitted a schedule which shows a tentative start of construction shortly after the Thanksgiving Holiday.

The next construction packages (sections “2A” and “2B”) were recently advertised for bid, with bids opened on October 31st. Three bids were received for each section, with Airy’s, Inc. having been identified as the lowest responsible bidder on each. Resolution R-94-25 seeks award of a contract for the construction of these two segments.

Following Sections 2A & 2B, the bid documents for Sections 2C, 3A and 3B were also recently advertised. A corresponding pre-bid event is scheduled for November 18th with three separate bid openings targeted for mid-December.

Board Action Items

- Resolution R-77-25:** A Resolution to Approve & Ratify Certain Work Authorization Orders Under Quick Response Contract QR-13/25 (**WAO 13.004-Benchmark Construction Co., Inc. - \$207,707**).
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- Resolution R-91-25:** A Resolution Approving a Contract Extension for Heavy Machinery and Equipment Rigging, Transportation, and Installation Services (**Meccon Industries, Inc. – No Cost This Action**)
- Resolution R-92-25:** A Resolution Authorizing the General Manager to Purchase High Lift Pump Rehabilitation Services (**Superior Industrial Equipment – Estimated Expense Not-To-Exceed \$215,000**).

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- Resolution R-94-25:** Award of a Contract for the Construction of the West Transmission Main along the ComEd Corridor from Book Rd to Wolf's Crossing Rd (Contract TW-6/25 Sections 2A & 2B **(Airy's, Inc. – Combined Bid of \$22,723,829)**
- Resolution R-99-25:** A Resolution Approving and Authorizing the Execution of a Master Agreement with GVW Engineers, Inc., for Professional Consulting Services **(No Cost This Action)**

Attachments

1. DuPage Laboratory Bench Sheets for October 2025
2. Water Sales Analysis 01-May-2020 to 31-October-2025
3. WaterLink Status Report
4. Alternate Water Source Report

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 31-Oct-25
PER DAY AVERAGE 77,819,226

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-22	2,276,513,000	2,344,221,635	97.11%	\$11,792,337.34	\$9,648,816.25	5,698,667	0.24%	97.35%	\$5.18	\$4.116
Jun-22	2,682,480,000	2,772,533,130	96.75%	\$13,895,246.40	\$11,982,888.19	690,925	0.02%	96.78%	\$5.18	\$4.322
Jul-22	2,804,661,000	2,892,532,635	96.96%	\$14,528,143.98	\$12,501,526.05	883,858	0.03%	96.99%	\$5.18	\$4.322
Aug-22	2,688,224,000	2,772,533,130	96.96%	\$13,925,000.32	\$11,982,888.19	906,806	0.03%	96.99%	\$5.18	\$4.322
Sep-22	2,415,535,000	2,474,643,822	97.61%	\$12,512,471.30	\$10,695,410.60	1,021,063	0.04%	97.65%	\$5.18	\$4.322
Oct-22	2,153,410,000	2,220,050,683	97.00%	\$11,154,663.80	\$9,595,059.05	2,891,786	0.13%	97.13%	\$5.18	\$4.322
Nov-22	1,919,552,000	1,979,550,491	96.97%	\$9,943,279.36	\$8,555,617.22	1,008,092	0.05%	97.02%	\$5.18	\$4.322
Dec-22	2,071,113,000	2,123,449,660	97.54%	\$10,728,365.34	\$9,177,549.43	552,389	0.03%	97.56%	\$5.18	\$4.322
Jan-23	2,014,750,000	2,060,255,805	97.79%	\$10,436,405.00	\$8,904,425.59	337,423	0.02%	97.81%	\$5.18	\$4.322
Feb-23	1,835,597,000	1,883,158,917	97.47%	\$9,508,392.46	\$8,139,012.84	529,206	0.03%	97.50%	\$5.18	\$4.322
Mar-23	1,971,974,000	2,026,257,691	97.32%	\$10,214,825.32	\$8,757,453.41	306,690	0.02%	97.34%	\$5.18	\$4.322
Apr-23	1,962,197,000	2,010,451,747	97.60%	\$10,164,180.46	\$8,689,172.45	349,596	0.02%	97.62%	\$5.18	\$4.322
May-23	2,474,377,000	2,540,440,833	97.40%	\$13,336,892.03	\$10,979,785.28	684,441	0.03%	97.43%	\$5.39	\$4.322
Jun-23	2,971,436,000	3,043,540,086	97.63%	\$16,016,040.04	\$13,814,628.45	678,930	0.02%	97.65%	\$5.39	\$4.539
Jul-23	2,567,425,000	2,639,887,376	97.26%	\$13,838,420.75	\$11,982,448.80	1,047,600	0.04%	97.29%	\$5.39	\$4.539
Aug-23	2,708,945,000	2,773,069,509	97.69%	\$14,601,213.55	\$12,586,962.50	832,992	0.03%	97.72%	\$5.39	\$4.539
Sep-23	2,406,858,000	2,471,708,096	97.38%	\$12,972,964.62	\$11,219,083.05	753,904	0.03%	97.41%	\$5.39	\$4.539
Oct-23	2,071,291,000	2,116,545,770	97.86%	\$11,164,258.49	\$9,607,001.25	1,034,131	0.05%	97.91%	\$5.39	\$4.539
Nov-23	1,902,725,000	1,957,768,374	97.19%	\$10,255,687.75	\$8,886,310.65	809,342	0.04%	97.23%	\$5.39	\$4.539
Dec-23	1,972,754,000	2,031,158,416	97.12%	\$10,633,144.06	\$9,219,428.05	2,329,064	0.11%	97.24%	\$5.39	\$4.539
Jan-24	2,058,390,000	2,131,445,175	96.57%	\$11,094,722.10	\$9,674,663.60	730,427	0.03%	96.61%	\$5.39	\$4.539
Feb-24	1,868,175,000	1,916,869,806	97.46%	\$10,069,463.25	\$8,700,672.05	268,834	0.01%	97.47%	\$5.39	\$4.539
Mar-24	1,927,795,000	1,971,770,225	97.77%	\$10,390,815.05	\$8,949,831.10	340,529	0.02%	97.79%	\$5.39	\$4.539
Apr-24	1,951,120,000	1,992,959,991	97.90%	\$10,516,536.80	\$9,046,045.40	426,636	0.02%	97.92%	\$5.39	\$4.539
May-24	2,285,252,000	2,331,031,384	98.04%	\$12,751,706.16	\$10,580,551.45	964,148	0.04%	98.08%	\$5.58	\$4.539
Jun-24	2,558,136,000	2,613,555,125	97.88%	\$14,274,398.88	\$12,265,414.20	669,121	0.03%	97.91%	\$5.58	\$4.693
Jul-24	2,577,734,000	2,637,750,416	97.72%	\$14,383,755.72	\$12,378,962.70	5,976,667	0.23%	97.95%	\$5.58	\$4.693
Aug-24	2,723,982,000	2,791,119,391	97.59%	\$15,199,819.56	\$13,098,723.30	5,570,100	0.20%	97.79%	\$5.58	\$4.693
Sep-24	2,607,811,000	2,668,243,213	97.74%	\$14,551,585.38	\$12,522,065.40	887,220	0.03%	97.77%	\$5.58	\$4.693
Oct-24	2,256,800,000	2,311,304,709	97.64%	\$12,592,944.00	\$10,846,953.00	715,430	0.03%	97.67%	\$5.58	\$4.693
Nov-24	1,872,414,000	1,918,174,238	97.61%	\$10,448,070.12	\$9,001,956.60	517,416	0.03%	97.64%	\$5.58	\$4.693
Dec-24	2,003,025,000	2,053,944,598	97.52%	\$11,176,879.50	\$9,639,162.00	465,013	0.02%	97.54%	\$5.58	\$4.693
Jan-25	2,084,797,000	2,142,229,363	97.32%	\$11,633,167.26	\$10,053,482.40	295,500	0.01%	97.33%	\$5.58	\$4.693
Feb-25	1,882,269,000	1,935,765,374	97.24%	\$10,503,061.00	\$9,084,546.90	225,910	0.01%	97.25%	\$5.58	\$4.693
Mar-25	1,991,703,000	2,037,452,909	97.75%	\$11,113,702.74	\$9,561,766.50	307,123	0.02%	97.77%	\$5.58	\$4.693
Apr-25	2,007,784,000	2,062,448,476	97.35%	\$11,203,434.72	\$9,679,070.70	4,167,787	0.20%	97.55%	\$5.58	\$4.693
May-25	2,375,691,000	2,438,182,271	97.44%	\$13,779,007.80	\$11,442,389.40	864,737	0.04%	97.47%	\$5.80	\$4.693
Jun-25	2,581,750,000	2,650,830,953	97.39%	\$14,974,150.00	\$12,938,705.88	1,033,008	0.04%	97.43%	\$5.80	\$4.881
Jul-25	2,657,585,000	2,731,622,698	97.29%	\$15,413,993.00	\$13,333,050.39	779,447	0.03%	97.32%	\$5.80	\$4.881
Aug-25	2,585,750,000	2,649,626,669	97.59%	\$14,997,350.00	\$12,932,827.77	940,653	0.04%	97.62%	\$5.80	\$4.881
Sep-25	2,474,431,000	2,542,535,157	97.32%	\$14,351,699.80	\$12,410,114.10	3,791,192	0.15%	97.47%	\$5.80	\$4.881
Oct-25	2,235,209,000	2,282,050,781	97.95%	\$12,964,212.20	\$11,138,689.86	760,583	0.03%	97.98%	\$5.80	\$4.881
TOTALS (1)	952,273,861,798	979,546,907,372	97.22%	\$2,523,593,936.60	\$2,223,007,029.95	900,440,025	0.09%	97.31%	\$2.65	\$2.269

(1) - SINCE MAY 1, 1992

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

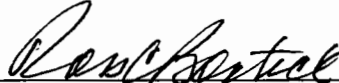
(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD

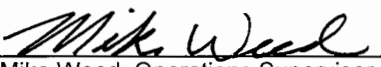
Oct-24	15,009,715,000	15,353,004,238	97.76%	83,754,210	71,692,670				\$5.58	\$4.670
Oct-25	14,910,416,000	15,294,848,529	97.49%	86,480,413	74,195,777				\$5.80	\$4.851
	(99,299,000)	(58,155,709)		\$2,726,203	\$2,503,107					
	-0.7%	-0.4%		3.3%	3.5%					
Month										
Oct-24	2,256,800,000	2,311,304,709	97.64%	12,592,944	10,846,953				\$5.58	\$4.693
Oct-25	2,235,209,000	2,282,050,781	97.95%	12,964,212	11,138,690				\$5.80	\$4.881
	(21,591,000)	(29,253,928)		\$371,268	\$291,737					
	-1.0%	-1.3%		2.9%	2.7%					
Oct>Sept										
	(239,222,000)	(260,484,376)		(1,387,488)	(1,271,424)					

DUPAGE WATER COMMISSION
PWS FACILITY ID# - IL435400
MONTHLY OPERATIONS REPORT
DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS
OCTOBER 2025

DATE	LEXINGTON P.S. SUPPLY			DUPAGE P.S. DISCHARGE							ANALYST INT.
	FREE Cl2 (mg/L)	TURBIDITY (ntu)	O-PO4 (mg/L)	FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO4 (mg/L)	P.A.C. (LBS/MG)	
1	1.41	0.07	2.29	1.43	0.08	70	7.6	0.6	2.26	0	RC
2	1.31	0.07	2.15	1.31	0.08	70	7.6	0.6	2.19	0	RC
3	1.38	0.06	2.17	1.34	0.08	71	7.6	0.6	2.15	0	RC
4	1.34	0.06	2.16	1.37	0.07	71	7.6	0.6	2.18	0	RC
5	1.34	0.07	2.18	1.41	0.08	71	7.6	0.5	2.17	0	RC
6	1.33	0.07	2.27	1.36	0.08	70	7.6	0.6	2.21	0	RC
7	1.43	0.06	2.14	1.40	0.06	70	7.6	0.5	2.13	0	RC
8	1.35	0.05	2.12	1.15	0.08	70	7.6	0.5	2.19	0	KD
9	1.13	0.05	2.18	1.16	0.07	69	7.6	0.5	2.19	0	KD
10	1.24	0.05	2.19	1.20	0.07	69	7.5	0.5	2.20	0	KD
11	1.24	0.05	2.09	1.28	0.08	68	7.6	0.5	2.11	0	RC
12	1.33	0.07	2.16	1.36	0.09	68	7.6	0.6	2.15	0	RC
13	1.28	0.05	2.17	1.19	0.09	68	7.6	0.5	2.24	0	KD
14	1.29	0.06	2.20	1.16	0.09	68	7.5	0.6	2.16	0	KD
15	1.26	0.06	2.20	1.33	0.08	67	7.6	0.6	2.16	0	RC
16	1.27	0.06	2.16	1.35	0.09	67	7.6	0.6	2.14	0	RC
17	1.20	0.05	2.10	1.30	0.09	67	7.6	0.5	2.13	0	RC
18	1.25	0.06	2.02	1.35	0.09	67	7.6	0.6	2.14	0	RC
19	1.32	0.08	2.16	1.27	0.10	67	7.5	0.7	2.20	0	AM
20	1.31	0.06	2.08	1.42	0.08	68	7.6	0.6	2.14	0	RC
21	0.85	0.06	2.17	1.26	0.08	68	7.5	0.5	2.10	0	RC
22	1.40	0.07	2.23	1.19	0.09	67	7.5	0.5	2.28	0	AM
23	1.42	0.06	2.15	1.21	0.09	66	7.5	0.5	2.22	0	AM
24	1.36	0.08	2.20	1.18	0.10	66	7.5	0.5	2.29	0	AM
25	1.30	0.06	2.34	1.28	0.10	65	7.6	0.6	2.32	0	JS
26	1.28	0.06	2.30	1.30	0.09	65	7.6	0.7	2.40	0	JS
27	1.29	0.07	2.29	1.26	0.09	64	7.5	0.7	2.32	0	AM
28	1.25	0.09	2.26	1.20	0.10	64	7.5	0.7	2.29	0	AM
29	1.25	0.06	2.27	1.27	0.09	64	7.7	0.6	2.29	0	JS
30	1.23	0.06	2.28	1.26	0.10	65	7.6	0.7	2.33	0	JS
31	1.19	0.06	2.21	1.30	0.10	64	7.6	0.6	2.29	0	JS
AVG.	1.28	0.06	2.19	1.29	0.09	68	7.6	0.6	2.21	0	
MAX.	1.43	0.09	2.34	1.43	0.10	71	7.7	0.7	2.40	0	
MIN.	0.85	0.05	2.02	1.15	0.06	64	7.5	0.5	2.10	0	

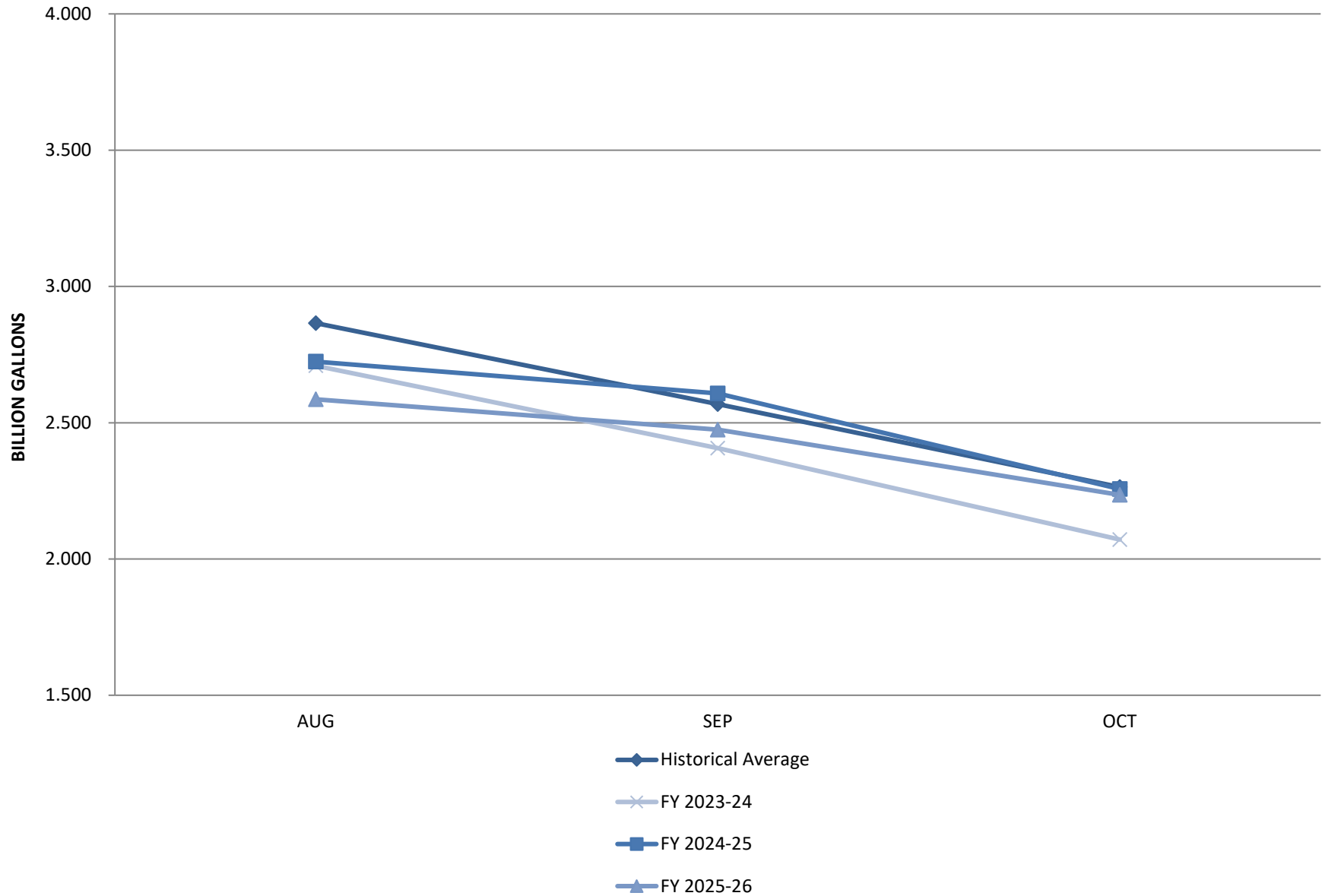

Ross C. Bostick, Manager of Water Operation
Illinois ROINC # 194171377

11/3/25
Date

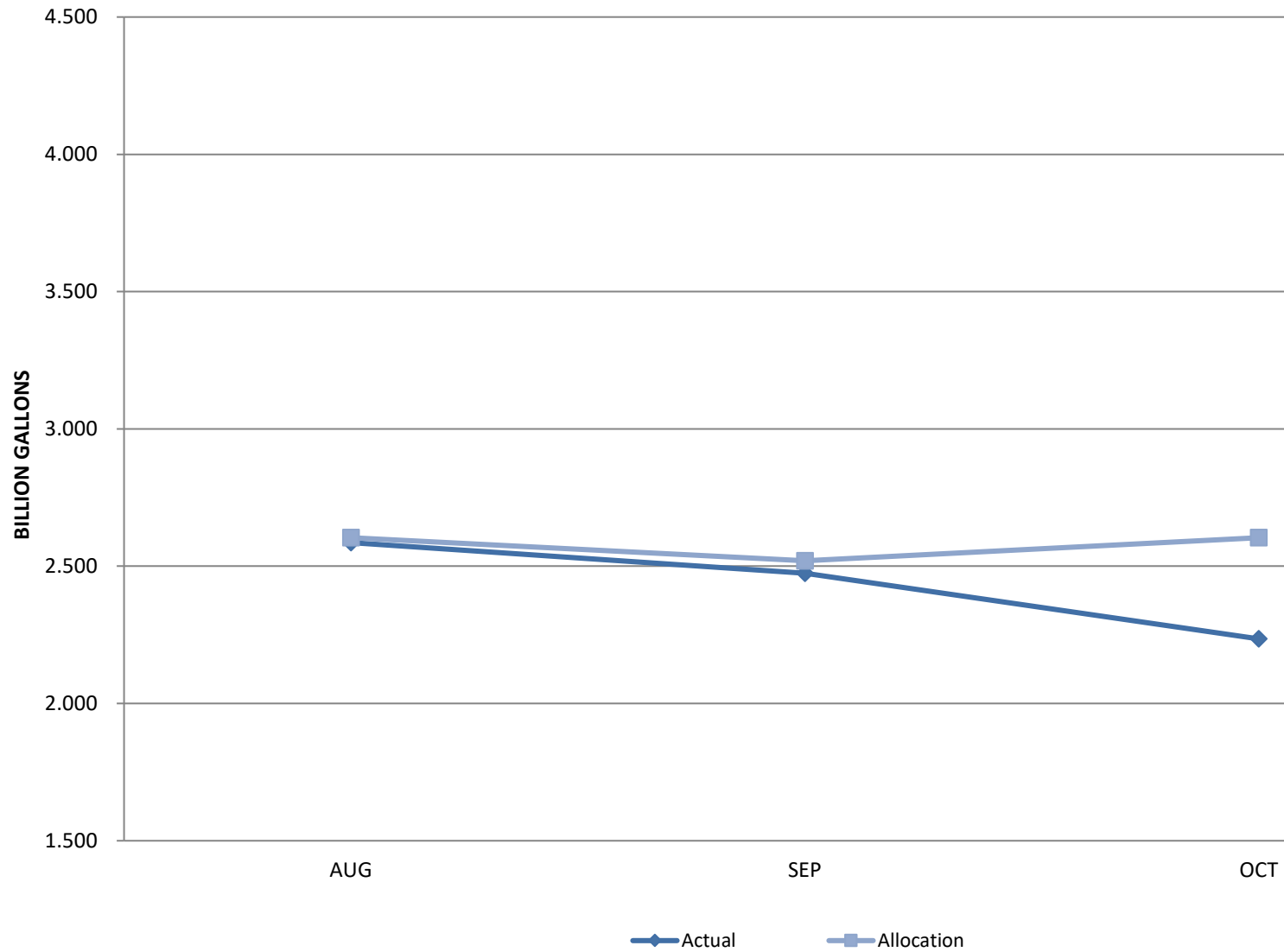

Mike Weed, Operations Supervisor
Illinois ROINC # 186860234

11/5/25
Date

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



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





MONTHLY STATUS REPORT

LAN PROJECT #: 128-10031-001

PROJECT: DuPage Water Commission WaterLink Extension Phase II

REPORT DATE: November 10, 2025

MEETING DATE: November 20, 2025

I. Progress through November 10, 2025

A. Field data collection and surveying.

1. Supplemental topography completed along Hill Rd to accommodate revised Montgomery #1 Delivery site configuration. Additional topographic survey completed at proposed chlorination building / future pump station site is complete.
2. Boundary and topographic survey completed at proposed chlorination building site.
3. Additional topographic survey was completed along IL Route 34 and Kendall Point Drive to collect Oswego utility field-locates for requested realignment.
4. Final cadastral surveying work complete.
5. Existing structure rim/invert data collection complete.
 - a) Total of approximately 1,097 structures located with rim/inverts surveyed.
 - b) Rim/invert data collection for 38 additional structures for Fox River re-route was completed in September. Another 30 structures were shot along Guilford Rd in October after decision to route water main there.
 - c) Received and processed JULIE utility atlases and water/sewer utility atlases from IAWC.
6. Processing of collected Aerial LIDAR data is complete. Additional LIDAR processing for Fox River area and Polo Crossing re-routes is complete.
 - a) 100% of original scope complete. Overall width of data processing increased to facilitate design drawing set-up and minimize future re-work. Increased width processing complete.
 - 1) Additional processing along Wolf's Crossing Rd and Douglas Rd complete.
 - 2) Additional topo processing west of Ogden Falls Blvd. due to ComEd alignment changes complete.
 - 3) Supplemental topo to be conducted along west edge of Polo Crossings development in Oswego for 36-inch re-route south of Wolf's Crossing. Crops prevented traditional topo – processed more aerial LIDAR instead.





MONTHLY STATUS REPORT

7. Subsurface Utility Locates
 - a) SUE field activities completed.
8. Scope of additional SUE for Fox River re-route TBD Utility Potholing Locates
 - a) Additional potholes completed on Naperville electrical duct bank along 75th Street for TW-6 S1.
 - b) Over 440 potholes completed. Work along ComEd corridors 100% complete.
9. Scope of additional potholing for Fox River re-route TBD Geotechnical
 - a) Total of 192 borings (96%) completed to date in Phase 2 through October.
 - b) Additional geotechnical borings remain for Fox River re-route pending final alignment.
10. Cathodic Protection
 - a) Soil resistivity testing along project routes complete for cathodic protection design.
 - b) Final field data report provided for TW-6 S1.
 - c) Draft reports for TW-6 S2 & S3 complete.
 - d) AC Mitigation modeling report(s) for ComEd corridor in progress.
 - e) Remaining report(s) in progress.
- B. Data Collection (as-builts, GIS, design drawings).
 1. WaterLink Delivery Point proposed site layouts.
 2. Design team has set initial priority parcels to move to the plat preparation stage.
- C. Ongoing Coordination with ComEd.
 1. Drawings submitted to ComEd 1/23/25 to initiate legal and real estate appraisal process.
 - a) Revised plan and profile drawings for ComEd final engineering and environmental review have been submitted.
 - 1) Comments received from ComEd on final plan set. Resubmittal to address minor comments in progress.
 - b) Wetlands reports subsequently submitted to ComEd environmental reviewer.
 - c) Reviews completed by Capacity Planning, Vegetation, and Economic Development w/ no comments.
 - d) Review comments from Transmission group have been addressed. Drawings addressing additional comments provided on 8/7/25.





MONTHLY STATUS REPORT

2. Draft license agreement sent to DWC for review.
 - a) Negotiations ongoing between DWC and ComEd Real Estate group on license agreement terms.
3. KMZ of alignment and license areas sent to ComEd on 8/7 for real estate process.
4. Final pipeline alignment has received ComEd approval.
 - a) Final drawing submittal in progress to close out ComEd technical review.

D. Land Acquisition

1. 245 of 245 Titles Received (100%)
2. Easement legal descriptions & exhibits
 - a) 188 total prepared to date
 - b) 69 Appraisal Packages and 58 property negotiations underway.
 - c) School District 308 easement approvals completed after final action July 28.
 - d) Naperville Park District negotiations ongoing

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

1. Bids received on 7/1/25.
 - a) Value engineering redesign to remove/shorten tunnels and remove 48-inch valves on existing pipe has concluded.
2. IEPA construction permit received 2/28/2025.
 - a) Subsequent sampling plan approved to amend the requirement for sampling every 1,200 feet.
3. Permit applications with USACE, IDNR, DuPage County Stormwater & DOT, City of Naperville, and Naperville Township submitted.
 - a) Permits received from USACE, Will County Stormwater, DuPage County DOT and Stormwater, and two Soil & Water Conservation Districts.
 - b) City of Naperville permit pending final coordination items.
4. Issued for Construction Documents provided to Contractor 9/25/25.
5. Pre-construction meeting held 11/4/25.





MONTHLY STATUS REPORT

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

1. Project advertised for bids 9/26/25.
2. Pre-bid meeting held 10/9/25.
3. Bid received 10/31/25.
4. Review of bids in progress.
5. Permit applications/reviews
 - a) Ongoing coordination with Naperville Park District regarding construction in Frontier Park.
 - b) City of Naperville plan review submitted and comments received from the City. Work is ongoing to address the City of Naperville comments.
 - 1) Resubmittal to Naperville for Sections 2A and 2B has been made.
 - c) Construction Permit received from IEPA.
 - 1) A supplemental IEPA construction permit application has been submitted to reflect the ComEd changes. IEPA noted that this review time would be approximately 10 days.
 - d) USACE
 - 1) USACE provided No Permit Required (NPR) letter on 11/7/25.
 - e) US Fish and Wildlife
 - 1) Provided a tree clearing restriction from April 1 – September 30. Requirements will be added to the plans/specs. Exceptions can be requested on a case by case basis. USFWS will likely require a survey of trees to be removed by exception to ensure no bats are living in the tree. Likelihood of exception being granted increases further from Fox River.

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

1. Project advertised for bids 11/7/25.
2. Pre-bid meeting scheduled for 11/18/25.
3. DWC review comments received and revisions are complete.
4. Permit applications / design submittals are being prepared for various agencies, including IDOT, railroads, and local municipalities.
 - a) Plan review submittals made to four gas pipeline companies (west of 95th & Wolf's Crossing).
 - 1) Received confirmation of receipt, comments, and/or questions from all four.





MONTHLY STATUS REPORT

- b) Permit submittal to CN Railroad has been submitted and received.
 - 1) CN license agreement approved and received.
- c) City of Aurora and Wheatland Township submittals made and review in progress.
- d) IDOT District 1 plan review applications have been submitted and IDOT has responded without comment.
 - 1) Contractor will need to submit bonds in accordance with IDOT response letter.
- e) Construction Permit received from IEPA.
 - 1) A supplemental IEPA construction permit application has been submitted to reflect the ComEd changes. IEPA noted that this review time would be approximately 10 days.
- f) US Fish and Wildlife
 - 1) Provided a tree clearing restriction from April 1 – September 30. Requirements will be added to the plans/specs. Exceptions can be requested on a case-by-case basis. USFWS will likely require a survey of trees to be removed by exception to ensure no bats are living in the tree. Likelihood of exception being granted increases further from Fox River.

H. Contract TW-6 Section 3C (Fox River Realignment)

- 1. Final alignment pending completion of field work, utility data collection, and geotechnical work.
- 2. Additional wetlands delineation and environmental surveys are required, including updates to various environmental reports.
- 3. Permit applications / design submittals are being prepared for various agencies, including IDOT and railroads.
 - a) Permit application to BNSF Railroad has been submitted.
 - 1) BNSF Railroad returned comments and resubmittal has been made on 6/2/25.
 - b) Permit application to OmniTrax/Illinois Railway has been submitted.
 - 1) OmniTrax returned comments on 6/23/25 requesting additional documents. Ongoing coordination to provide Certificate of Insurance from DWC. Draft license agreement received for review.
 - 2) Resubmittal will be required upon completion of Fox River realignment design and final railroad crossing location.
 - c) Construction permit received from IEPA.
 - 1) A supplemental IEPA construction permit application will need to be made based on the realignment of this section.





MONTHLY STATUS REPORT

d) US Fish and Wildlife

- 1) Provided a tree clearing restriction from April 1 – September 30. Requirements will be added to the plans/specs. Exceptions can be requested on a case-by-case basis. USFWS will likely require a survey of trees to be removed by exception to ensure no bats are living in the tree. Likelihood of exception being granted increases further from Fox River.

e) Ongoing coordination with Naperville Park District regarding construction in Frontier Park.

I. Contract FW-1 Section 1 & 2

1. 90% Submittal Drawings submitted to DWC 12/13/24. Comments received 10/23/25
2. Water transmission main plan and profile design 100% complete and finalizing through internal QAQC.
 - a) Easement through Polo Crossings development.
 - 1) Met with developer & Oswego Aug 6 – appears that easement donation along west property line will work for 36-inch water main there. DWC finalizing easement language with attorney – request made from developer engineer for final language 11/11/25.
 - b) Collins Rd alignment west of Oswego #2.
 - 1) Resubmitted to Kendall County on 5/19/25 and alignment approval received on 6/18/25 from Fran Klass.
3. 90% DWC comments being addressed. Need final resolution of additional BOVs.
4. Targeting IFB date week of Dec 1; advertisement Dec 5 or 12

J. Contract FW-1 Section 3

1. Water transmission main plan and profile design ongoing.
2. 90% Submittal Drawings Submitted to DWC 12/22/24.
 - a) Comments received from DWC review.
3. Ongoing coordination with IDOT District 3 on IL Route 71 project overlap.
4. IDOT District 3 comments received in June.
 - a) The most pressing comment is the direction that work cannot proceed until the Route 71 widening project is complete in Spring 2027. Further discussion with IDOT needed.
 - b) Meeting occurred Monday 8/11/25 with IDOT District 3 to discuss comments.

K. Contract FW-1 Section 4

1. Water transmission main plan and profile design ongoing.
2. 90% Submittal Drawings submitted to DWC 12/13/24.





MONTHLY STATUS REPORT

3. IEPA and Kendall County permit submittals in progress.
4. Permit submittal made to BNSF Railroad on 4/9/25.
 - a) Resubmittal to address comments made on 6/2/25.
 - b) DWC reviewing draft license agreement.

L. Contract MS-22 Meter Stations

1. Design ongoing.
2. 90% Submittal drawings submitted to DWC 4/18/25.
 - a) Addressing 90% comments from DWC and Burns & McDonnell.
3. Site plan updates ongoing to account for revised WaterLink site layouts.
4. Montgomery requested the building permit applications for meter stations be prioritized.
5. New relocated/updated site plan for chemical feed building underway based on newly identified site.

II. Scope Changes – Phase II (to date)

- A. Design of Additional Architectural Treatments for WaterLink Meter Stations.
 1. Fee: Pending (to be submitted to DWC for review/approval).
- B. ComEd revisions based on unexpected new comments.
 1. Fee: Pending (to be submitted to DWC for review/approval).
- C. Fox River Crossing alternate route.
 1. Fee: Pending (to be submitted to DWC for review/approval).
- D. Permit Fees
 1. Fee: Pending (fees being tracked and submitted w/ invoices).

III. Financials

- A. Total Phase II Contract: \$19,956,942
- B. Phase 1 Rollover Funds: \$492,687
 1. Fee Expended through October 31, 2025:
 - a) Total: \$18,784,707 (91.9%)
 - 1) Basic Services: \$12,280,418 (60.1%)
 - 2) Additional Services: \$6,504,289 (31.8%)





MONTHLY STATUS REPORT

IV. Completed Workshops, Meetings and Visits (October – November)

- A. ComEd Comment Review and Technical Discussion Meetings – Various
- B. Schedule Update Meetings with Burns & McDonnell – Various
- C. TW-6/25 Section 1 Coordination Meeting with Benchmark/D. Construction – October 6, 2025
- D. Oswegoland Park District Coordination Meeting – October 8, 2025
- E. TW-6/25 Section 2A & 2B Pre-Bid Meeting – October 9, 2025
- F. USACE Fox River Crossing Coordination Meeting – October 10, 2025
- G. Oswego Township Coordination Meeting – October 14, 2025
- H. Monthly Progress Meeting – October 16, 2025
- I. TW-6/25 Section 2A & 2B Bid Opening – October 31, 2025
- J. TW-6/25 Section 1 Pre-Construction Meeting – November 4, 2025
- K. TW-6/25 Section 2C, 3A & 3B Advertisement for Bids – November 7, 2025

V. Upcoming Tasks & Meetings

- A. Finalize ComEd alignment modifications, including alternate river crossing route.
- B. Weekly Check-In Meetings – Various
- C. Schedule Coordination with Burns & McDonnell – Various
- D. ComEd Coordination Meetings – As Needed
- E. Phase II geotechnical field work – TW-6/25 Section 3C (Fox River Realignment)
- F. TW-6/25 Section 2C, 3A & 3B Pre-Bid Meeting – November 18, 2025
- G. Monthly Progress Meeting – November 20, 2025
- H. Permit submittals to various review agencies.



Cash Flow/Invoicing Forecast - Phase II Services
DuPage Water Commission
WaterLink Extension
November 2025

	Activity through April 26, 2024	Activity through May 31, 2024	Activity through June 30, 2024	Activity through July 31, 2024	Activity through August 31, 2024	Activity through September 30, 2024	Activity through October 31, 2024	Activity through November 30, 2024	Activity through December 31, 2024	Activity through January 31, 2025	Activity through February 28, 2025	Activity through March 31, 2025	Activity through April 30, 2025	Activity through May 31, 2025	Activity through June 30, 2025	Activity through July 31, 2025	Activity through August 31, 2025	Activity through September 30, 2025	Activity through October 31, 2025	Planned	Planned	Planned	Planned
Description	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026
Basic Services	\$ 625,960	\$ 876,344	\$ 980,607	\$ 1,011,525	\$ 994,029	\$ 993,016	\$ 999,176	\$ 1,117,315	\$ 1,116,854	\$ 745,163	\$ 499,762	\$ 498,028	\$ 378,063	\$ 258,692	\$ 254,130	\$ 248,300	\$ 248,197	\$ 248,033	\$ 186,383	\$ 200,746	\$ 12,958	\$ 12,958	\$ 12,958
Additional Services	\$ 545,788	\$ 1,126,706	\$ 586,700	\$ 561,317	\$ 594,996	\$ 64,786	\$ 149,871	\$ 438,311	\$ 350,417	\$ 283,233	\$ 83,116	\$ 205,871	\$ 183,722	\$ 253,965	\$ 236,036	\$ 198,526	\$ 203,231	\$ 204,163	\$ 234,542	\$ 233,112	\$ 233,112	\$ 233,112	\$ 233,112
MONTHLY SUBTOTAL	\$ 1,171,748	\$ 2,003,050	\$ 1,567,307	\$ 1,572,842	\$ 1,589,025	\$ 1,057,802	\$ 1,149,047	\$ 1,555,626	\$ 1,467,271	\$ 1,028,396	\$ 582,878	\$ 703,899	\$ 561,785	\$ 512,657	\$ 490,166	\$ 446,826	\$ 451,428	\$ 452,196	\$ 420,925	\$ 433,858	\$ 246,070	\$ 246,070	\$ 246,070
SUBTOTAL	\$6,314,947				\$5,351,501				\$8,290,495														
IGA ESCROW DEPOSITS	\$7,764,000				\$5,532,000				\$6,660,942														
TOTAL PHASE II CONTRACT																			\$ 19,956,942				

DuPage Water Commission WaterLink Extension Phase II Design Schedule																									
ID	Task Name	Duration	Start	Finish	2025													2026							
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul						
					27	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	31	7	14
1	DWC WATERLINK PHASE II DESIGN	557 days	Mon 6/3/24	Fri 12/12/25																					
29	BIDDING PHASE	278 days	Fri 5/23/25	Wed 2/25/26																					
30	TW-6/25 Section 1 (Book Rd) Advertise-Bid Open	39 days	Fri 5/23/25	Tue 7/1/25	5/23																				
31	TW-6/25 Section 2A & 2B Advertise-Bid Open	35 days	Fri 9/26/25	Fri 10/31/25					9/26																
32	TW-6/25 Section 2C, 3A, 3B Advertise-Bid Open	42 days	Fri 11/7/25	Fri 12/19/25							11/7														
33	FW-1/25 Section 1 & 2 Advertise-Bid Open	47 days	Fri 11/21/25	Wed 1/7/26							11/21														
34	MS 22/25 Advertise-Bid Open	47 days	Fri 12/5/25	Wed 1/21/26								12/5													
35	TW-6/25 Section 3C Advertise-Bid Open	47 days	Fri 12/12/25	Wed 1/28/26								12/12													
36	FW-1/25 Section 3 Advertise-Bid Open	40 days	Fri 1/9/26	Wed 2/18/26									1/9												
37	FW-1/25 Section 4 Advertise-Bid Open	40 days	Fri 1/16/26	Wed 2/25/26										1/16											
38	CONSTRUCTION PHASE	909 days	Thu 8/21/25	Wed 2/16/28																					
39	TW-6/25 Section 1 (Book Rd) Construction	470 days	Thu 9/18/25	Thu 12/31/26					9/18																
40	TW-6/25 Section 2A & 2B Construction	729 days	Thu 11/20/25	Fri 11/19/27							11/20														
41	TW-6/25 Section 2C, 3A, 3B Construction	729 days	Thu 1/15/26	Fri 1/14/28									1/15												
42	FW-1/25 Section 1 & 2 Construction	729 days	Thu 2/19/26	Fri 2/18/28										2/19											
43	MS 22/25 Construction	729 days	Thu 2/19/26	Fri 2/18/28										2/19											
44	TW-6/25 Section 3C Construction	729 days	Thu 2/19/26	Fri 2/18/28										2/19											
45	FW-1/25 Section 3 Construction	690 days	Thu 3/19/26	Mon 2/7/28											3/19										
46	FW-1/25 Section 4 Construction	690 days	Thu 3/19/26	Mon 2/7/28											3/19										
47	COMMISSIONING	90 days	Mon 4/3/28	Sun 7/2/28																					
48	Commissioning WaterLink System	90 days	Mon 4/3/28	Sun 7/2/28																					



Progress Report

Date: November 03, 2025
Project: Lake Michigan Water Supply Initiative
To: Paul May, General Manager, DuPage Water Commission
Ramesh Kanapareddy, Executive Director, NSMJAWA
From: Pete Mulvaney, Consor
Reviewed By: Guy Carpenter, Woolpert
Re: October progress

Scope of Work

DuPage Water Commission and the Northwest Suburban Municipal Joint Action Water Authority have directed their technical advisors to complete a comprehensive plan for execution of the Lake Michigan Water Supply Initiative, inclusive of:

1. Business Case Analysis
2. Communications Plan
3. Risks Assessment tools
4. Governance examples
5. Project Delivery approach
6. Program Management approach

In addition, the advisory team will further refine the project boundaries.

Progress

Progress in October consisted of:

- Weekly status meetings with DWC General Manager and NSMJAWA Executive Director
 - Prepared and presented an update to the DWC Board Meeting
 - Prepared and presented progress to the NSMJAWA Executive Committee
 - Prepared and presented stakeholder interview results
 - Refined the Master Plan Chapters
 - Business Case – sent for first round of comments
 - Communications – prepared outline
 - Risk Chapter – review complete
 - Program Manager Approach – 70%
-



-
- Contract Approach – 70%
 - Program Procurement – no action
 - Reviewed Seaworks marine survey report
 - Prepared visual aids

Forecast

In November, the Technical Advisory Team will

- focus on advancing the drafts of each Chapter, working them the review and quality control process
- prepare and deliver presentations to the NSMJAWA EC, NSMJAWA Board and the DuPage Water Commission Board
- advance the stakeholder interviews



Resolution #: R-77-25

Account: 01-60-663100

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/13/2025

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-77-25 would approve the following Work Authorization Orders under the Quick Response Contracts.

Work Authorization Order No. 13.004 to Benchmark Construction Co, Inc.

The work authorization was issued, and work began, prior to Board approval and was necessary to repair a leaking 36" diameter steel water main located in the City of Oakbrook Terrace. Excavation revealed the deformation of the pipe's wall with visible bulging and dents most likely caused by excessive force at the time of installation, resulting in the disintegration of pipe's protective coating, which consequently resulted in accelerated corrosion and the subsequent leak.

Since Benchmark Construction Co., Inc. was able to mobilize immediately upon request for repair work, Work Authorization Order No. 13.004 was issued to Benchmark Construction Co., Inc.

Resolution R-77-25 ratifies approval of Work Authorization Order No. 13.004 to Benchmark Construction Co., Inc. for the work as described in Exhibit 1 to this resolution, at the cost of \$207,707. Work included traffic control, removal and replacement of concrete and asphalt pavement, dewatering, removal, replacement, disinfection, and recommissioning of sections of damaged 36" steel pipeline.

Recommended Motion:

To adopt Resolution No. R-77-25.

RESOLUTION NO. R-77-25

**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 _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-77-25.docx

EXHIBIT 1

QR-13/25 Work Authorization Order No 13.004

Benchmark Construction Co., Inc. Invoice No. 252002

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-13/25: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-13.004

LOCATION:

Summit Avenue in the Village of Villa Park.

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 36" diameter steel 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 36" diameter steel 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

☐ 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:

9-15-25

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By:


Signature of Authorized
Representative

Safety Rep:


Name and 24-Hr Phone No.

DATE:

9-15-25



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
(630) 497-1737 Fax

October 27, 2025

Dariusz Panaszek, P.E.
Pipeline Supervising Engineer
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, Illinois 60126-4642

RE: QR 13/25 WAO 4

Dear Mr. Panaszek,

Benchmark Construction is submitting an invoice for \$200,707.00 for the work we performed at Summit Avenue in Villa Park

Attached is our invoice and backup information for the above-described work. Please let me know if you need any additional information or backup.

Sincerely,

Corey Hamblen

Contract Manager

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: Summit Ave. Villa Park
Dates of Work: 9/10/2025 thru 9/19/25

Invoice #: **252002**
Date: **9/20/2025**

Description of Work: Repair 36" Watermain leak.

LABOR	ST Hours	1-1/2 T Hours	2 T Hours	Rate	Insurance Amount	Payroll Amount
Operator, Class I Jay Eager	8.00	1.50		70.70	671.65	724.68
Operator, Class I Jose Guerrero Jr		24.50	4.50	66.00	1,914.00	3,019.50
Operator, Class I Roger Umgelder Jr	32.00	4.50		63.00	2,299.50	2,441.25
Operator, Class I Pasquale Latrofa	24.00	1.50		63.00	1,606.50	1,653.75
Foreman, Marty Koppen	64.00	11.00	8.00	65.49	5,435.67	6,319.79
Laborer, Tony Vargas	40.00	1.00		57.40	2,353.40	2,382.10
Laborer, Erik Bosque	16.00	5.00	4.00	51.40	1,285.00	1,619.10
Laborer, Ignacio Maravilla		8.00	13.50	52.90	1,137.35	2,063.10
Laborer, Hector Hernandez	8.00			52.90	423.20	423.20
Laborer, Emilio Rendon	24.00	7.50	2.50	51.40	1,747.60	2,068.85
Laborer, Diego Rubio		1.00	6.00	51.40	359.80	693.90
				51.40	0.00	0.00
Driver, Matt Reed	16.00	4.00		47.70	954.00	1,049.40
Subtotal, Labor	232.00	69.50	38.50		20,187.67	24,458.61
Operators Union Benefits		100.50	hrs @	52.83		5,309.42
Drivers Union Benefits		20.00	hrs @	30.27		605.40
Laborers Union Benefits		219.50	hrs @	37.28		8,182.96
						0.00
Subtotal, Benefits		340.00				14,097.78
Subtotal, Labor						38,556.39
Plus 30% Markup						11,566.92
Subtotal, Labor						50,123.30
TOTAL LABOR						\$50,123.30

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

Benchmark Construction Co., Inc.

(continued)

Location: Summit Ave. Villa Park
 Dates of Work: 9/10/2025 thru 9/19/25

Invoice #: 252002
 Date: 9/20/2025

EQUIPMENT	Hours	Rate	Amount
Trench Box- Rental	1.00	3,062.32	3,062.32
Ford F450 Service Truck	97.00	52.05	5,048.85
Komatsu 238	94.50	96.17	9,088.07
8x20 Road Plates (Qty 7 daily rate)	7.00	400.00	2,800.00
Bobcat Skidsteer	81.00	82.24	6,661.44
Lowboy Truck & Trailer	20.00	98.89	1,977.80
Roller- O'Leary's	1.00	2,090.00	2,090.00
Lights- O'Leary's	1.00	450.00	450.00
Fuel Cube Rental-Feece	1.00	250.00	250.00
G25 Generator	96.00	3.28	314.88
Ford Van	8.00	28.55	228.40
Walk behind Saw	8.00	62.15	497.20
Subtotal Equipment			32,468.96
10% Mark up on equipment			\$3,246.90
TOTAL EQUIPMENT			35,715.85

MATERIAL	Qty.	U of M	Price	Amount
Vulcan Materials- Aggregate	1	LS	1,456.12	1,456.12
Ozinga- Concrete	1	LS	426.50	426.50
Allied Asphalt-Material	1	LS	3,839.05	3,839.05
Beverly Materials- CA6	59.9	TN	10.50	628.95
McCann- Fiber Exp Joints	1	LS	31.20	31.20
Subtotal Material				6,381.82
10% Mark up on material purchased				638.18
TOTAL MATERIAL				7,020.00

SUBCONTRACTORS	Qty.	U of M	Price	Amount
Advanced Welding	1	INV	36,504.50	36,504.50
Chlorinating LTD	1	INV	15,840.00	15,840.00
Smith Maintenance	1	INV	2,004.00	2,004.00
L&B Trucking	112.5	HR	110.00	12,375.00
Beverly Materials-HTH Dumps	9	EA	205.00	1,845.00
Beverly Materials- Dumps	5	EA	95.00	475.00
HighStar/Superior Striping	1	LS	4,750.00	4,750.00
TAT Enterprises, Inc	1	LS	24,250.00	24,250.00
Subtotal Subs.				98,043.50
10% Mark up on Subs.				9,804.35
TOTAL SUBCONTRACTOR				107,847.85

TOTAL AMOUNT DUE **\$200,707.00**

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



Resolution #: R-78-25

Account: 01-60-628000

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/13/2025

Description: **A Resolution Approving Underground Utilities Surveying at a Cost Not to Exceed \$25,000.**

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

The DuPage Water Commission is seeking proposals to locate, identify, mark, and deliver collected data on all existing utilities on the DuPage Pump Station campus, including the use of Ground Penetrating Radar.

The purpose of this work is to identify all DWC owned and operated utilities in order to establish documentation and data points inclusive of the various site modifications made to the campus in one central data file, which will augment existing record drawings. This data will guide future projects including, but not limited to, corrosion mitigation efforts of the Commission's yard piping.

In accordance with Commission Purchasing Procedures, staff solicited several proposals from Underground Utilities Locating service providers; two proposals were received and are listed below:

Company	Estimated Cost
Ground Penetrating Radar Systems, LLC	\$21,350.00
Mason Private Locating, LLC	\$23,300.00

Staff recommend approval to procure the services of Ground Penetrating Radar Systems, LLC to perform the utility locating survey of the Commission' campus in the amount not to exceed cost of \$25,000 to cover any additional time spent on locating assets that may be difficult to identify.

Recommended Motion:

To approve R-78-25.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-78-25

A RESOLUTION APPROVING PURCHASING UNDERGROUND UTILITIES LOCATING SURVEYING SERVICES FROM GROUND PENETRATING RADAR SYSTEMS, LLC

WHEREAS, pursuant to Article VIII, Section 4 of the Commission's By-Laws, and as required by State Statute, the Commission solicited proposals to provide Underground Utilities Locating Surveying Services; and

WHEREAS, the Commission desires to identify, mark, and establish engineering grade data on all existing utilities on the DuPage Pump Station campus; and

WHEREAS, based upon representations made by staff, the Board of Commissioners of the DuPage Water Commission has determined that the proposal of Ground Penetrating Radar Systems, LLC is most favorable to the interest 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 and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO The DuPage Water Commission hereby authorizes the purchase of Underground Utilities Locating survey from Ground Penetrating Radar Systems, LLC, for the price set forth in Its Proposal, but not to exceed \$25,000 to cover any additional time spent in identifying Commission assets.

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

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

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-78-25docx

EXHIBIT 1

Ground Penetrating Radar Systems, LLC Proposal #218483

PROPOSAL

DUPAGE WATER COMMISSION

GPRS



IN PURSUIT OF **100%** SUBSURFACE DAMAGE PREVENTION



UTILITY LOCATING



CONCRETE IMAGING



3D LASER SCANNING



VIDEO PIPE INSPECTION



MAPPING & MODELING



LEAK DETECTION

GPRS Intelligently Visualizes The Built World® above and below ground for customers who need accurate, efficient damage prevention, existing condition as-built documentation, or project & facility management tools. Our elite nationwide team of Project Managers are experts in locating buried infrastructure, reality capture, and mapping – delivered via SiteMap®, our digital visualization software platform, **with a 99.8% accuracy rate in utility locating and concrete imaging** – thanks to our industry-leading Subsurface Investigation Methodology (SIM).

**INTELLIGENTLY
VISUALIZING**
THE BUILT WORLD®

July 21, 2025

Client: DUPAGE WATER COMMISSION

Project Address: 600 East Butterfield Road Elmhurst, IL 60126

Quote Number: GPRSQUOTE-218483

GPRS Opportunity Name/Number: Elmhurst / DuPage Water Commission
423130

Submitted By:

Dan Busch

To schedule, please email:

illinoisinfo@gprsinc.com

GPRS appreciates the opportunity to provide this proposal. We encourage you to visit our website (www.gprsinc.com) and contact any of the numerous references listed. Our insurance certificate and W-9 can also be downloaded [here](#). Please feel free to contact us if you have any questions or need additional information. Visit [for an overview of our industry-leading best practices](#).

SCOPE OF WORK

Underground Utility: We understand the scope of work on this project is to search for underground utilities in the areas defined by the client which total up to 15 acres highlighted in red below. We will attempt to trace any utilities for which structures are visible from the work area. Utilities will be marked on the surface using paint, pin flags, or other appropriate means. The client will be responsible for providing drawings or notifying GPRS of any utilities entering the work area for which there are no apparent surface features or structures visible from the work area. To avoid additional charges, the areas should be laid out, marked, and cleared of obstructions before our arrival.

For this project, this process includes tracing all locatable, known utilities from structures such as manholes and valves using EM locators or GPR. Then unknown utilities will be located using passive EM sweeps in two different modes and by collecting GPR scans placed strategically throughout the entire scope. Finally, our robotic crawler cameras will be using in any storm and sewer lines that are accessible that could not be located with EM or GPR. All of these findings will be marked on the surface and then mapped using a GNSS receiver and delivered via our SiteMap platform. Please visit www.simspec.org for an overview of our industry-leading best practices that will be applied to this project.

- GPRS is not responsible for housekeeping. Any debris, equipment, or other obstructions in the area at the time of scanning could potentially block out needed data.
- A thorough utility search can only be completed if GPRS is given access to all utility structures, interior and exterior. This service is never a replacement for the use of the state One Call system (811).
- All of our technicians have OSHA-10 safety training or greater. Site-specific safety training is not included in this quote. Please notify us if this project requires additional safety training.
- Access to all manholes, or inlets must be easily accessed with standard manhole hook or hand tools. Excessive standby time, inefficient access (no access to manholes or mainlines) or additional scope leading to additional time on site may lead to additional fees. If any manholes need to be accessed by the operator, all safety and precautionary equipment must be in place to do so, GPRS will not provide such equipment (GPRS does suspect the need to access any structures). Should there be an obstruction/hazard within a pipe segment, GPRS will completely remove the crawler from one end and attempt to crawl from the opposite end of the pipe. Should there be an obstruction/hazard preventing GPRS from completing an inspection of the entirety of that segment then GPRS will still bill for the entire length of that pipe segment.

EQUIPMENT

- **Underground Scanning GPR Antenna.** This GPR Antenna uses frequencies ranging from 250 MHz to 450 MHz and is mounted in a stroller frame that rolls over the surface. Data is displayed on a screen and marked in the field in real-time. The surface needs to be reasonably smooth and unobstructed to obtain readable scans. Obstructions such as curbs, landscaping, and vegetation will limit the efficacy of GPR. The total effective scan depth can be as much as 8' or more with this antenna but can vary widely depending on the soil conditions and composition. Some soil types, such as clay, may limit maximum depths to 3' or less. As depth increases, targets must be larger to be detected, and non-metallic targets can be challenging to locate. The depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)
- **Electromagnetic Pipe Locator.** This receiver can passively detect the signals from live AC power or radio signals traveling along some conductive utilities. Operators can connect a transmitter directly to accessible metallic pipes, risers, or tracer wires to generate a current at a specific frequency. The receiver can then detect the resulting signal along the pipe or tracer wire. Various factors may impact this device's effectiveness, including (but not limited to) access to the utility, conductivity, grounding, and interference from other utilities. The depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)

- **Traceable Rodder.** The rodder consists of a copper wire encased in fiberglass. This device is pushed through a pipe with direct access, such as a sewer line at a cleanout or a storm drain catch basin. Operators then induce a current on the wire and trace the signal from the surface. The maximum traceable depth is 10' depending on the soil conditions, and the maximum distance is 200'. Inserting the rodder into deeper pipes within manholes may not be feasible depending on site conditions. GPRS will not access electrical conduits. The signal is not detectable through metallic pipes. For more information, please visit: [Link](#)
- **GPS.** This handheld unit offers accuracy down to 4 inches; however, the accuracy achieved will depend on the satellite environment at the time of collection and is not considered survey-grade. Features can be collected as points, lines, or areas and then exported as a KML/KMZ or overlaid on a CAD drawing. For more information, please visit: [Link](#)
- **Video Pipe Camera (2"-8" pipes).** This push camera is designed for video pipe inspection and pipe locating. It has a 1"-2" diameter, self-leveling camera head that provides high-quality images in pipes with a diameter between 2"-8". Behind the camera is a 512 Hz sonde that can be located from above ground to provide the approximate depth of the pipe up to 10' deep. The locatable signal from the sonde will not pass through solid metal barriers or metal pipes other than cast iron. Access through a structure such as a cleanout, drain, etc., or an open pipe within arm's reach is required for inspection service and locating. An operator can push the camera through the pipe to a maximum of 325' depending on the model used. If the project requires entry into confined spaces to gain access to the subject piping, GPRS will need the client to coordinate all confined space entry and obtain any required permits. Video and photos of the interior of pipes can be provided, along with inspection reports. The client must request inspection reports before fieldwork begins. For more information, please visit: [Link](#)
- **Robotic Crawler Camera.** This modular, 6-wheel robotic video pipe inspection camera (crawler) is capable of 0° turns and equipped with varying wheel treads and sizes to adapt to most pipe applications. The crawler is typically used to inspect and locate pipes that are 8" in diameter and greater. The crawler is controlled by an operator at the surface using a remote control that allows for video to be viewed live during collection so observations can be made and noted as the crawler travels through the pipe. This camera is equipped with a 512 Hz sonde behind the camera head that can be located from above ground and provide the approximate depth to the pipe for pipes up to 10' deep. The locatable signal from the sonde does not pass through metal pipes or solid metal barriers except for cast-iron. Access through a structure such as a manhole, catch basin, etc. or an open pipe within arm's reach is required for inspection service and locating. When inserted, the camera can be directed through the pipe to a maximum of 1000'. For large diameter pipe applications (24" and above) the crawler can be coupled with the carriage that allows for larger and more rugged wheels to be attached and a lift that raises the camera head up to 18" allowing for the camera to be centered in the pipe for lines up to 36" in diameter. If the project requires entry into confined spaces to gain access to the subject piping, this would need to be coordinated by the client and a permit obtained if required. Video and photos of the interior of pipes can be provided along with inspection reports. Inspection reports are available upon request prior to execution of field work. For more information, please visit: [Link](#)
- **Lateral Launch Crawler Camera.** The VPI Lateral Launch Crawler Camera can inspect sewer lines with a diameter of 6" or more. It can traverse up to 500' into the main line. This device uses a push rod to launch up to 100' into lateral pipes 4" or greater in diameter. The camera's head can pan and tilt 360 degrees to inspect the walls of mains and laterals. Extensions can be attached to the crawler to launch the push rod into larger laterals. If we cannot insert a camera into a lateral, we will mark the location at the main. To obtain optimal results, GPRS must travel upstream in the main, and we recommend that the client cleans the lines before we arrive on site. Operating in cleaned pipes increases our potential to make it through the entire line and reduces the possibility of additional charges incurred due to increased time on site or remobilizations. If debris on the lens prevents the camera from collecting video, GPRS' labor rates will still be applied. Removing the camera to clean the lens after a launch attempt will lead to increased charges due to the extra time needed and may require a change order to be issued. The client must provide safe access to confined spaces such as manholes. GPRS can provide video and photos of the pipe's interior along with NASSCO-certified annotations of all pipe features; however, GPRS cannot make judgments regarding the integrity of the pipes. For more information, please visit: [Link](#)
- **Sonde.** The sonde can be used in conjunction with the robotic crawler camera or connected to the end of the traceable rodder and pushed through an accessible pipe. GPRS will use a sonde transmitting a signal at 512Hz, 33KHz, or 8KHz depending on the conditions of your project. The sonde signal can pass through cast-iron or non-metallic pipes and be detected at depths of up to 10'-15' depending on the conditions. The signal can then be located from the surface using the EM pipe locator. For more information, please visit [Link](#)

SITEMAP® PROJECT LICENSE

SiteMap® is a GIS platform designed to visualize all outdoor utility locates on a site. The data from each engagement is added to the system automatically. SiteMap® stores geolocated facility documents created by GPRS and enables users to visualize, print, share, and export data to use in other software tools. Named SiteMap® users receive access to all new GPRS data within a defined boundary along with dedicated customer support resources.

Supporting Documentation



PROJECT COSTS

SERVICE	DESCRIPTION
FIELD SERVICES	Described on Page 2
JOB SUMMARY REPORT	PDF including a brief description of equipment used, findings, limitations, and site photos sent at the conclusion of every job.
SITEMAP® PROJECT ACCESS	One-year access for up to four (4) standard users and one (1) administrative user. All data within the geofenced project area will be visible to the named users. After the agreement is signed and returned, the client shall provide a list of user and admin names and email addresses so users can be added to the SiteMap system. For more information, please visit: Link
TOTAL + tax if applicable	Tax will only be added to the SiteMap® portion of the total. \$21,350.00 +tax
OPTIONAL SERVICES (INITIAL IF DESIRED)	
CAD DRAWING	Findings will be drafted as linework in CAD and overlaid with satellite imagery, drone imagery, client drawings, or laser scan data as applicable. Results are not survey-grade accuracy. See example: Link
	Initial ____ \$2500

GENERAL TERMS & CONDITIONS

This proposal is subject to the General Terms and Conditions for Services of Ground Penetrating Radar Systems, LLC posted at [Link](#) (the "Terms and Conditions") and the Authorized User License Agreement for SiteMap® Accounts at [Link](#) and is hereby incorporated by reference into and made a part of this proposal. Customer acknowledges it has read and agrees to be bound by such Terms and Conditions. In the event of any conflict between the terms of this proposal and the Terms and Conditions, the Terms and Conditions will prevail.

- Customer agrees to meet and perform all requirements described in this document and has fully read and understands all items listed within this document.
- It is the customer's responsibility to prepare the site for scanning, including clearly identifying areas to be scanned, securing access to all areas required for scanning, removing and keeping these areas clear and free of obstructions. Delays caused by customer's failure to do so may result in an increased price.
- GPRS does not conduct an investigation, analysis, or interpretation of soil composition, soil/concrete conditions, or geophysical, geological, engineering, or land surveying information. The customer acknowledges understanding that we are merely reporting retrieved data and that we do NOT provide geophysical, geological, engineering, or land surveying services. Customer should contact a professional in those fields if such services are needed. Data collected during may only be suitable for use within the scope of this proposal.
- If any work to be performed is within a road or street, unless specifically included by GPRS within this proposal, it is the customer's responsibility to provide adequate traffic control to allow GPRS' personnel to safely and efficiently work in the road/street.
- Time-on-site in excess of 8-hours will be billed at overtime rates.
- This price assumes that we will be given access to perform the work during normal, weekday business hours. Work performed outside of 6am-5pm Monday-Friday will be billed at overtime rates.
- These rates assume that there are certified payroll and/or prevailing wage requirements for this work. If GPRS receives notice that these conditions change, the project costs will be modified accordingly and a change order may be required.
- If this proposal is not accepted within 90 days of July 21, 2025, then the pricing may be subject to review.
- If for some reason the technician arrives on site and the work is cancelled there will be a charge of \$500 per requested technician.
- If your project is in WV, SD, NM, or HI: State sales tax is not included in the total on this proposal, but will be included on the invoice.
- Payment Terms are Net 30; or as specified if a current Master Service Agreement is in place.

ACCEPTED AND AGREED

Print Name: _____ Signature: _____ Date: _____

Company Phone/Email: _____ PO #: _____ Job #: _____



Resolution #: R-86-25

Account: 01-60-663100

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/13/2025

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-86-25 would approve the following Work Authorization Orders under the Quick Response Contracts.

Work Authorization Order No. 13.005 to John Neri Construction Co, Inc.

DWC Staff have been advised by the Village of Villa Park that Ardmore Avenue from Saint Charles Road to Madison Street is scheduled for total reconstruction in 2026. Staff have performed a review of DWC distribution system in the limits of Ardmore Avenue planned reconstruction and therefore recommend reconstruction of the existing vault structure, modifying blow off valve, installation of additional valve and vault, and the installation of approximately 60 feet of 8-inch DIP water main to move these facilities outside of the limits of the proposed pavement.

Staff solicited cost estimates for this work from all QR-13/25 contractors, and the results are listed below:

Company	Estimated Cost
John Neri Construction Co., Inc.	\$205,800.00
Rossi Contractors, Inc.	\$315,189.00
Benchmark Construction Co., Inc.	\$328,278.19

Resolution R-86-25 would approve Work Authorization Order No. 005 to John Neri Construction Co., Inc. for the work as described in Exhibit 1 to this resolution, at a total estimated cost of this work is expected to be \$227,000, which includes the estimated cost of construction as well as a 10% contingency to account only for field changes as deemed necessary by Commission staff.

Recommended Motion:

To adopt Resolution No. R-86-25.

RESOLUTION NO. R-86-25

**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 _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-86-25.docx

EXHIBIT 1

QR-13/25 Work Authorization Order No 13.005

John Neri Construction Co., Inc. Proposal dated October 22, 2025

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-13/25: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-13.005

LOCATION:

Ardmore Avenue in the Village of Villa Park.

CONTRACTOR:

John Neri Construction Co., Inc.

DESCRIPTION OF WORK:

Provide and maintain traffic and pedestrian controls; dewater isolated section of main; excavate, locate, and modify connection on a Commission 36" diameter PCCP water main; install 80 feet of 8-inch DIP 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 modify connection on 36" diameter PCCP water main.

MINIMUM RESPONSE TIME:

N/A

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

Specified in attached Drawings and Specifications.

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

☐ IS ☒ IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

Attached

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: _____



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, 2025

JOB NAME: Villa Park Redundancy Project MS-198

Owner: DPWC

Bid Date: 10/20/2025 **Time:** 3:00 P.M.

No.	Description	Units	Quantity	Unit Price	Amount
1	Excavate existing 8" blow off on located on Ardmore Avenue between Great Western Trail (GWT) and Kenilworth Avenue.	EACH	1	\$ 36,000.00	\$ 36,000.00
2	Remove 8-inch Blow-off pipe and Tee.	EACH	1	\$ 2,500.00	\$ 2,500.00
3	Install new 48-inch dia. precast valve basin (existing 8-inch valve should be enclosed in new basin).	EACH	1	\$ 24,600.00	\$ 24,600.00
4	Attached a new 8" x 8" tee downstream of the existing 8" gate valve. Install a new 8" gate valve with a 90-degree bend at the tee outlet, in 72" dia. Vault. W/NF R-1775-F2 frame & cover & valve box. (All flanged piping)	EACH	1	\$ 37,500.00	\$ 37,500.00
5	8" D.I.P. Cl. 52 (RESTRAINED JOINTS)	L.F.	70	\$ 260.00	\$ 18,200.00
6	Install new 60-inch dia. precast valve basin, W/8" gate valve, & ¾" tap on each side.	EACH	1	\$ 12,500.00	\$ 12,500.00
7	Trench Backfill	C.Y.	200	\$ 85.00	\$ 17,000.00
8	P.C.C. sidewalk remove & replace	Sq. Ft.	150	\$ 36.00	\$ 5,400.00
9	P.C.C. curb & gutter remove & replace	L. F.	40	\$ 90.00	\$ 3,600.00
10	Pavement restoration (10" HMA)	Sq. Yd.	40	\$ 185.00	\$ 7,400.00
11	CCDD testing	L.S.	1	\$ 2,500.00	\$ 2,500.00
12	Excavation certification	L.S.	1	\$ 5,400.00	\$ 5,400.00
13	Valve stem guide (2@ 20' ea. 1 @ 12')	EACH	3	\$ 3,600.00	\$ 10,800.00
14	Permits	EACH	1	\$ 1,500.00	\$ 1,500.00
15	Traffic Control & Protection	L.S.	1	\$ 11,800.00	\$ 11,800.00
16	Roadway striping.	L.S.	1	\$ 2,500.00	\$ 2,500.00
17	Layout	L.S.	1	\$ 2,400.00	\$ 2,400.00
18	Pre-Construction Video	L.S.	1	\$ 1,800.00	\$ 1,800.00
19	Install test station	L.S.	1	\$ 2,500.00	\$ 2,500.00
20	Install zinc anodes	L.S.	1	\$ 900.00	\$ 900.00

TOTAL

\$ 206,800.00



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 20, 2025

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

Re: Villa Park MS-19B Redundancy Project
Water Main Connection

Dear Mr. Panaszek;

We, the JOHN NERI CONSTRUCTION CO. propose to provide labor, material, and equipment to complete the Villa Park MS-19B Redundancy Project at an estimated cost of **\$205,800.00**.

Sincerely,

Nicholas Neri, President

JOHN NERI CONSTRUCTION CO., INC.



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 21, 2025

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

Re: Villa Park MS-19B Redundancy Project
Water Main Connection

Dear Mr. Panaszek;

We anticipate the work to take approximately 10-12 working days, 5-7 days for excavation work, 4-5 days for restoration work. Majority of the work will be done with our own forces. Traffic control and roadway striping would be done by sub-contractors. Should additional subs be needed it would be determined at that time.

Sincerely,

Nicholas Neri, President

JOHN NERI CONSTRUCTION CO., INC.



Resolution #: R-88-25

Account: 01-60-771700

Approvals: *Author / Manager / Finance / Admin*

DC RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/13/2025

Description: **A Resolution Approving and Authorizing the General Manager to Purchase a Reporting Package and the Associated Professional Services from Waterly at a Cost Not-to-Exceed \$100,287.50**

Agenda Section: Engineering & Construction

Originating Department: Systems & Information Technology

As part of the SCADA Replacement Project PSD-9/21, various reporting packages were considered for implementation alongside the new FactoryTalk SCADA system. The desired function of a reporting package is to securely connect to the Commission SCADA and AMR system and allow for standard, custom, and auto-generated reporting through the platform. Reporting packages were considered and reviewed during the SCADA Replacement Project design and integration phases, focusing on functionality and capabilities.

Commission staff approached Waterly, Inc. a water and wastewater reporting platform aimed at providing an optimized and simplified reporting solution. Commission staff met with Waterly for further information regarding the system, its capabilities, connectivity, security, and pricing. Following several presentations and Q/A's, a demonstration was prepared and trialed by Commission staff members. The standard and custom reporting functionality, auto generation of regulatory reports (IEPA and air quality reporting), ease of access, secure SCADA and AMR system connections, and additional features of the system satisfy the capabilities and functionality desired. The expense for the reporting system is budgeted in the Capital Improvement Project Budget, and the proposal for the reporting system for a three-year period that includes the core service package, the module to connect SCADA and AMR data, and a one-time onboarding cost that comes out to \$80,287.50. The proposal also includes a line item for professional service credit hours, to be used for custom development outside the original scope and onboarding, at a not-to-exceed amount of \$20,000. The proposal total comes out to a cost not-to-exceed \$100,287.50 from Waterly, Inc.

Commission staff request authorization to purchase the software subscription and utilize the professional services of Waterly for the implementation and commissioning of the Waterly reporting solution.

Recommended Motion: To approve Resolution No. R-88-25

DUPAGE WATER COMMISSION

RESOLUTION NO. R-88-25

A RESOLUTION AUTHORIZING THE GENERAL MANAGER
TO PURCHASE A REPORTING PACKAGE AND THE ASSOCIATED PROFESSIONAL SERVICES
FROM WATERLY, INC.

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 Waterly, Inc. dated November 5, 2025, in the amount of \$100,287.50 for the purchase and commissioning of the Waterly reporting system 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, Waterly, to purchase and commission a reporting system 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 Waterly, Inc dated as of November 5, 2025, for the purchase and commissioning of a reporting system 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 of \$100,287.50, necessary to effect the purchase of said software 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 _____, 2025.

James F. Zay, Chairman

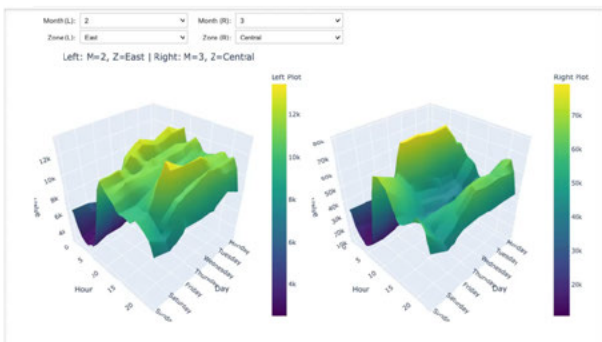
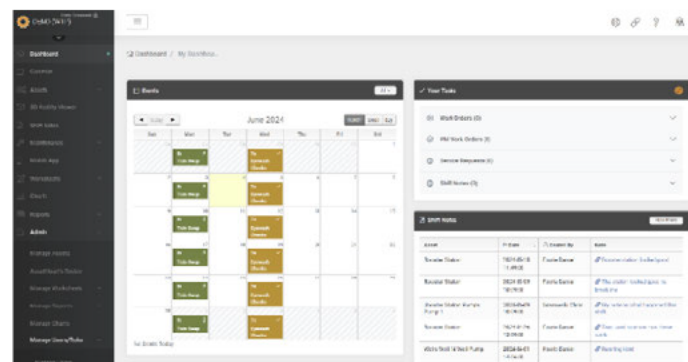
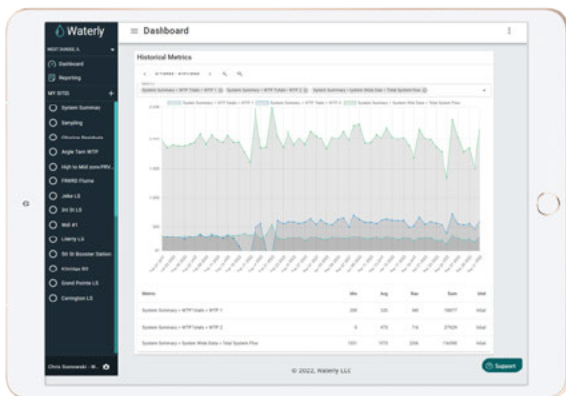
ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2025/R-88-25.docx

EXHIBIT 1



A smarter way to manage water data and assets.



Services Agreement prepared for: DuPage Water Commission

Delivered on: November 05, 2025 (3 Year Prepay Option)

Submitted by: Chris Sosnowski



SCOPE OF WORK

Waterly's solutions are the only *truly* affordable cloud-based software solutions built specifically for the unique needs of water and wastewater needs. We simply cut out the fluff and focus on the high value features. Just simple and reliable software designed to **stay out of the way and just make your life easier**. We're on a mission to assist Operators, Supervisors, Owners, Facilities, and Engineers as you shift into the crazy world of managing your data digitally. We are a relational database that "speaks lab, SCADA, IIoT, and...most importantly...operator," in that **we recognize the irreplaceable value of a human being and seek to make them superheroes of productivity** while also leveraging the value of SCADA, IoT, and other smart instruments. Waterly provides a smarter way to manage water data. We do this by providing you the following scope and benefits:

See the following pages for the products & services you will be receiving.

See below for what you are leaving behind and what you are embracing. :-)



Waterly Rounds

- **Simplified Regulatory reporting:** Create monthly operating and discharge monitoring reports with ONE CLICK. We compile the report automatically. Make yourself and your regulators happy.
- **Single source of truth:** Utilize an always visible, single source for your data. No more pouring through dozens and dozens (hundreds?) of spreadsheets to compile and then analyze data. Make informed decisions with a live dataset that you own.
- **Manage water-related water business goals:** Easily compare total water produced to total water billed. See what your max and minimums are for your fiscal year in <10 seconds. Save massive amounts of time during inspections.
- **Defensible & Cybersecure Data:** Waterly's Audit Log and optional single sign-on helps organizations and regulators see who did what, when, and where, helping operators to shine as good stewards of information. Data is encrypted in transit, encrypted at rest, and is nearly continuously backed up in a Microsoft Azure data center with a US-based location diverse warm spare. You'll sleep better with all that smarts.
- **Data accuracy:** Eliminate paper and clipboards forever, as well as double data entry. Identify potential issues in the field instead of waiting to enter data later with normal operating ranges and email-based notification of issues.
- **Simple Dashboard and trending:** Summary flow, chemical, and permitted parameter trends make it easy to see details on flow rate and total flow over various time periods.
- **Feed data from your PLCs or SCADA automatically:** Waterly supports most PLC and Internet-based metering and chemical systems. No more copying and pasting from SCADA into your reports.
- **Comply** with laboratory-required Lower Limits of Detection (LLOD) in data capture or reports.
- **Administrative and Organizational tools** are available to group facilities and assign group permissions for your staff.
- **Single Sign-On (SSO):** If you select, we will provide a secure and streamlined login solution, simplifying user administration and user experience. Organizations can choose to enable multi-factor authentication (MFA/2FA) for added security. Our SSO offering currently requires that all users source from the same identity provider. For more details, see [this SSO FAQ document](#).

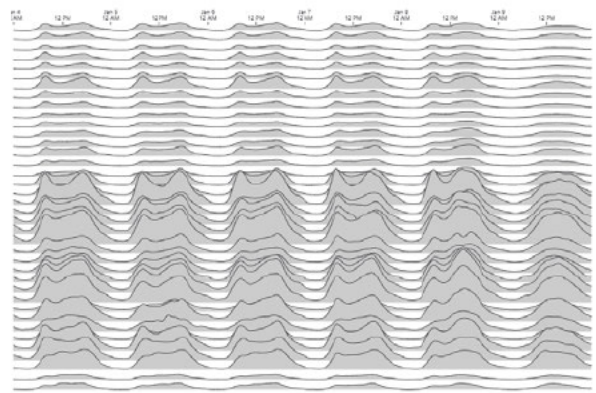
Let's make the clipboard a relic together



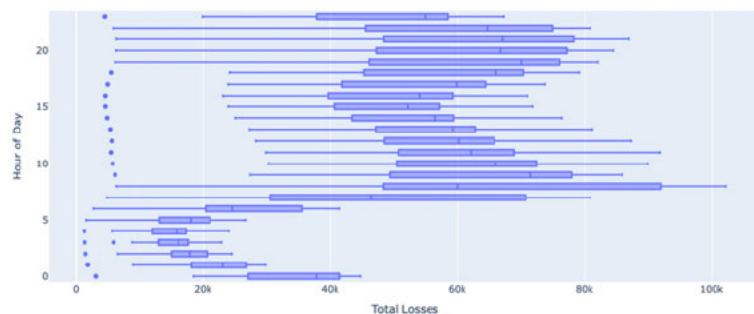


Waterly Analytics builds upon the Rounds and Assets products, offering a comprehensive set of tools and premium professional data services tailored to meet the needs of some sophisticated owner/operators, contract operations, or utilities. Fees vary depending on the following services selected. Following are the details associated with the product offering:

- **Required Analytics Base License:** A “base license” is optional and can be added at any time and is required to enable all Analytics except for Consulting & Custom Software Development. See the fee table below for details.
- **Optional Waterly Data Synchronization:** Waterly Rounds and Assets data can be optionally synchronized, both data structure and data points (daily data entries) with various enterprise systems like MS SQL, AQS, MySQL, etc. Various synchronization services offer customers with internal systems to integrate, display, or use Waterly data in a disconnected manner, while receiving new data each day.
- **Optional Analytics Reporting.** This combination product/professional service will satisfy many “custom dashboard” as well as complex analytical and predictive reporting needs with robust analytics and dynamic visualizations.
- By leveraging flexible data visualization and a customizable analytical framework, Waterly delivers a data science level analytics experience that surpasses the capabilities of traditional business intelligence software. Enterprise Reporting offerings require a professional retainer of custom analytical report programming hours each year.
- **Optional Custom Consulting & Software Development.** Custom software development services are offered to Enterprise Services customers who would like to integrate Waterly’s applications or platform data to other existing or future solutions like supply chain management, enterprise resource planning, purchasing, safety, training, or other Application Programming Interfaces (APIs) customers are interested in. Waterly also offers professional custom training videos to help large customers with training, adoption, and overall application usage. These services require separate scoping and are typically time and materials based.



Total Losses by Hour of Day



FUTURE PROOF WITH WATERCLICK PARTNERS

Expand your utility's water data capabilities integrations with *WaterClick®* vetted partners. Waterly takes care of your assets, rounds, reports and regulatory issues. WaterClick partners can help with power, tank levels, lab data, analysis, cyber security, GIS and mapping, and SCADA connectivity. All our partners are vetted to be compatible, provide direct customer support to Waterly customers, and are easy to implement and affordable. We are continually working on vetting new potential partners so you will be able to do as much with your data as you might want. See the power of your AMI, SCADA, weather, or other data in Waterly (click the image to see how WaterClick data works in Waterly).



Click the above image or scan the QR Code to the Right for demo of WaterClick Partner data in Waterly

TERMS AND CONDITIONS

The following documents are incorporated by reference to this Services Agreement and can be viewed by clicking the text below:

[1.0 Standard Terms and Conditions](#) (directs to our website)

[2.0 Description of Services](#) (directs to our website)

[3.0 Support Policy](#) (directs to our website)

PRICING

Waterly and our products are delivered as a service. You pay annually and we take care of the details so you can focus on treating water. There's nothing to install on your computer and no IT expertise required; all you need is an Internet connection. Waterly's products are typically priced according to system size. See the table below for details on how we are pricing your usage. Note items that are OPTIONAL require that you click the box next to them and indicate quantity. You can expect to receive your first invoice within a month of signing your contract.

PRICING GOOD THROUGH 12/31/2025

Description	Price	Qty	Subtotal
Waterly Rounds - Up to 70 MGD of Daily Average Flow Includes all DuPage WC facilities in PWSID IL0435400	\$31,000	3	\$93,000 \$59,287.50 PREPAY Purchased Surface Water (%) -36.25
WaterClick - SCADA Connect Plus Up to 2,000 SCADA tags sent once per 10 minutes Up to 500 AMI meter tags hourly through Badger API Up to 100 additional tags, as-needed	\$2,000	3	\$6,000
Waterly Analytics & Rounds Onboarding - Lump Sum • Rounds Onboarding for 70 MGD Water System with Remote Pumping • Identity Management review and Single Sign-On (SSO) Setup for DuPage WC. DWC to provide identity management solution. • Review SCADA system API architecture with Concentric Integration & DWC. • Review data sharing options for DWC customers • Project Management for 3 month engagement			\$15,000
Fractional Data Officer / Data Science Analyst* Hourly services @\$200/hr for fractional data science and/or data analytical services	\$200	100	\$20,000
☐ OPTIONAL: Waterly Analytics Hosting - Up to 70 MGD of Daily Average Flow Includes all DuPage WC facilities in PWSID IL0435400	\$15,000	3	\$45,000 \$38,250 PREPAY Discount (%) -15
☐ OPTIONAL: Waterly Analytics & Rounds Onboarding - Lump Sum • Review & Determine Final SCADA push options, Badger Beacon and push options, existing and desired MORs, enterprise reporting needs and provide mockups. Summarize Enterprise Reporting Findings in Memo			\$3,000
Onsite Training Supervisor/Admin Training Onsite - Two 2-hr sessions User Training Onsite - One 2-hr session Training will be lead onsite by Waterly CEO, Chris Sosnowski and Waterly Operations team. Training will be recorded for optional replay			\$2,500 \$0 Known Customer Discount (%) -100
Total One-Time Charges			\$100,287.50
Total Annual Estimate after 3 Years (for budgeting purposes)			\$43,500

*Note that Fractional Data Science fees are hourly fees estimated to be used in the first year. DWC would need to budget **separately** for Years 2 & 3 for this item.

Satisfaction Guarantee: In the event that DWC chooses to cancel its subscription after year one, Waterly will refund DWC \$63,000. If DWC cancels its subscription after year two, Waterly will refund \$32,000.

The Waterly Way

Waterly is affordable **because our customers participate in the building of systems** and because we have a very efficient "Way" for onboarding we have developed over the years to enable us to keep our costs low and the value high. These items are essential to your journey to be cost-effective. We look for you to agree to the following:

1. Pay upfront for the software. We build your system behind the scenes after you complete your submittals.
2. Provide **accurate** and **sufficient** submittals: We ask for specific data, including your handwritten, filled out rounds sheets, spreadsheets with data in them, completed regulatory reports, and process flow diagrams with labels on them because they are immensely helpful in building your systems out. We have onboarded over 2,000 sites and know what it takes to get you into "digital" shape. Waterly commits to completing the substantial build of your site(s) within 30 days of receiving your accurate and complete documentation; we need your help to ensure that it is **accurate** and **sufficient** for the regulatory and operational features of our software.
3. You will test, use, and let us know what needs to be revised within 60 days of receiving access to the apps (we'll send you an email when it's ready so you know when this timer starts). We call this the "**hypercare**" period where you have full access to our onboarding, support, and technical team. During the hypercare period, you may be required to coordinate (and sometimes motivate) your Information Technology (IT) and/or Systems Integrators that are involved to review, test, and provide necessary changes or feedback. They may need to come onsite and help you to help us and those fees are not included in our onboarding fee.
4. CUSTOMERS AND THEIR (IT AND/OR INTEGRATOR) CONTRACTORS THAT HAVE NOT PROVIDED THE NECESSARY INPUT, ASSISTANCE, OR FEEDBACK WITHIN 60 DAYS OF RECEIVING ACCESS AGREE TO A \$180/HR RATE FOR ADDITIONAL ONBOARDING ADJUSTMENTS (I.E. MAJOR EQUIPMENT OR PROCESS ADDITIONS, NEW FACILITIES, CHANGES TO YOUR TIME SETUP, OR OTHER SYSTEM STRUCTURAL CHANGES, AS DETERMINED BY WATERLY STAFF) AFTER HYPER-CARE ENDS. Normal support tickets and minor assistance are exempt from the additional billing, as they are included in your annual fee. Let us know if you have any questions about what we consider normal support.
5. Complete the online Supervisor and Operator training courses (<1 hour of YouTube videos) before we train you.



Chris Sosnowski, CEO
Waterly, Inc.



SIGNATURE
Denis Cuvalo

Denis Cuvalo
DuPage Water Commission

Date:



Resolution #: R-90-25

Account: 01-60-662100, \$150,000

Approvals: *Author / Manager / Finance / Admin*

MW RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/13/2025

Description: **A Resolution Authorizing the General Manager to Purchase Repair Services for a High-Lift Pump Control Valve from a Sole Source Provider**

Agenda Section: Engineering & Construction

Originating Department: Operations & Instrumentation

At the time of initial construction (circa 1990), each of the nine (9) DuPage Pump Station (DPPS) High-Lift Pumps (HLP) were equipped with an identical 30-inch Allis-Chalmers hydraulically operated cone-style valve to develop and regulate necessary pumping discharge head pressure when initiating operator start-up command to an HLP.

Each of the nine (9) identical cone valves has been operating since 1990 and are due for refurbishment. Previously, under R-2-24 and R-68-25, the Board authorized the first and second of the programmed cone valve refurbishments.

Staff are now seeking authorization, under R-90-25, the third of nine such cone valve refurbishments at an estimated expense of \$150,000. This expense is included in the approved FY-25/26 Management Budget.

Allis-Chalmers ceased valve operation in 1999 and American Cone Valve, Inc. – A/C Service and Repair, Inc. has assumed the role of being sole authorized vendor for service and repair of Allis-Chalmers Cone Valves in North America.

The costs to remove and reinsert the valves will fall under the existing Heavy Machinery and Rigging Contract with Meccon Industries, Inc. by separate action.

Recommended Motion: To approve Resolution No. R-90-25

DuPAGE WATER COMMISSION

RESOLUTION NO. R-90-25

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE REPAIR
SERVICES FOR A HIGH-LIFT PUMP CONTROL VALVE FROM A SOLE SOURCE PROVIDER

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, American Cone Valve is the Sole Source Provider of the existing Hydraulically Activated High-Lift Pump Control Valves at the DuPage Pumping Station; and

WHEREAS, A/C Service and Repair is the Sole Source Service Provider for the existing Hydraulically Activated High-Lift Pump Control Valves at the DuPage Pumping Station; and

WHEREAS the Commission desires to purchase Refurbishment Services for the existing Hydraulically Activated High-Lift Pump Control Valves from A/C Service and Repair; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission, based upon representations made by Staff, believes it is in the best interest of the Commission to authorize the General Manager to purchase Hydraulically Activated High-Lift Pump Control Valve Refurbishment Services from A/C Service and Repair;

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: That in accordance with the purchasing procedures contained in the Commission By-Laws, the General Manager is hereby granted the authority to purchase Hydraulically Activated High-Lift Pump Control Valve Refurbishment Services from A/C Service and Repair.

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

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

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2025/R-90-25docx



Date: July 26th, 2025

To: DuPage Water Commission

Reference: Sole Source Letter

To Whom It May Concern:

American Cone Valve, Inc. is manufactured in York, PA and we are the sole authorized sales and service provider for our products for the State of Illinois.

Your Contact for American Cone Valves, Inc. is:

Justin Ross

5166 Commerce Drive, York, PA 17408

Office: (717) 792-3492 Cell: (717)515-2984

justinross@acservicerepair.com

Sincerely,

A black rectangular box redacting the signature of Justin Ross.

Justin Ross

President

American Cone Valve, Inc.

A/C Service and Repair, Inc.

A/C Service and Repair, Inc.
5166 Commerce Drive York, PA 17408
Ph. (717) 792-3492 Fax. (717) 792-5283

Date	11/5/25
Payment	Net 30 days
Taxes	None
FOB Point	Destination

Qty	Unit	A/C Part#	Description	Price Each	\$ Amount
1	EA		REBUILD 30"-125 ROTOVALVE NEW 14" X 18" HYDRAULIC CYLINDER	126600.00	126,600.00

Delivery Date:	TBD	other shipping Total	126,600.00
Ship Via:	FLATBED		
For A/C Shop Order:	TBD		7,100.00
			\$133,700.00

69 of 165



Resolution #: R-91-25

Account: 01-60-662100

Approvals: *Author / Manager / Finance / Admin*

MW RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/13/2025

Description: **A Resolution Approving a Contract Extension for Heavy Machinery and Equipment Rigging, Transportation, and Installation Services with Mecon Industries Inc.**

Agenda Section: Engineering & Construction

Originating Department: Operations & Instrumentation

On October 20, 2024, the Commission extended a Contract for Heavy Machinery and Equipment Rigging, Transportation, and Installation Service with Mecon Industries Inc. to be used on an as-needed basis for most heavy machinery and equipment rigging, transportation, and installation services for the Commission's larger equipment, pipe fitting, miscellaneous plumbing work and other water system equipment through the issuance of Purchase Orders.

The current contract expired on October 20, 2025. Staff believes that it is in the Commission's best interest to renew the contract for a period of up to twelve (12) months retroactive from October 20, 2025, and ending no later than October 20, 2026, to allow sufficient time to assist in completing High-Lift Pump and Motor rehabilitations, 30" cone valve removals and replacements, 30" Discharge Header butterfly valves, and necessary work. Mecon has performed well throughout the duration of the previous contract term, and staff believe continuity for this service is important. Both Mecon and Staff have vetted and agreed to the proposed renewal of the contract under the existing terms and conditions, which will be paid for on an as-needed basis.

There is no cost associated with this request and all other terms and conditions of the Contract shall remain unchanged.

Recommended Motion:

To adopt Resolution R-91-25 for the 12-Month Contract Extension for Heavy Machinery and Equipment Rigging, Transportation, and Installation Service with Mecon Industries Inc.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-91-25

A RESOLUTION APPROVING A CONTRACT EXTENSION FOR
HEAVY MACHINERY AND EQUIPMENT RIGGING, TRANSPORTATION, AND INSTALLATION
SERVICES

WHEREAS, pursuant to Resolution No. R-29-18 the DuPage Water Commission (the “Commission”) awarded a 36-Month Heavy Machinery and Equipment Rigging, Transportation, and Installation Service Contract to Meccon Industries Inc.; and

WHEREAS, In accordance with R-70-24, the Commission approved a 12-Month Contract Time Extension; and

WHEREAS, the term of the Contract expired on October 20, 2025; and

WHEREAS, the Commission has determined that it is in the best interest of the Commission to renew the Contract with Meccon Industries Inc. retroactive from October 20, 2025 and ending no later than October 20, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission, based upon the representations of Staff and Legal Counsel 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 approves the Heavy Machinery and Equipment Rigging, Transportation, and Installation Services Contract with Meccon Industries Inc. to a 12-Month contract renewal as executed by Meccon Industries, Inc. and attached hereto and incorporated herein as Exhibit A, and the General Manager shall be and hereby is authorized to execute said extension on behalf of the Commission.

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

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

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-91-25.docx

EXHIBIT 1

12-Month Contract Extension Acknowledgement with Meccon Industries, Inc.



October 21, 2025

Mr. Joe Kozacek
Mecon Industries Inc.
2703 Bernice Road
Lansing, IL 60438

Subject: 12-Month Contract Extension

Dear Mr. Kozacek,

The DuPage Water Commission "Commission" entered into an agreement with Mecon Industries Inc. on October 19, 2018, for Heavy Machinery and Equipment Rigging, Transportation, and Installation Service for work related to the Commission's Waterworks System as needed through the Issuance of Purchase Orders. The Commission entered a 12-month contract extension with Mecon Industries Inc. on October 20, 2024 and ending on October 20, 2025.

The Commission has been satisfied with the work of Mecon Industries Inc. and therefore wishes to extend the contract term limits for a period of 12 months commencing on October 20, 2025, and ending on October 20, 2026. It is understood that all other terms and conditions of the Heavy Machinery and Equipment Rigging, Transportation, and Installation Service Contract shall remain unchanged during this time.

Should Mecon Industries Inc. agree to this contract time extension as presented here, please sign, date, and return the attached document to the Commission.

Sincerely,

Mike Weed
Operations & Instrumentation supervisor
DuPage Water Commission



The DuPage Water Commission and Mecon Industries Inc. do hereby agree to extend the Contract term limit of the 36-Month Heavy Machinery and Equipment Rigging, Transportation and Installation Service Contract initially dated and executed on October 19, 2018, as previously extended on October 20, 2024 for an additional 12-month period, and one additional extension of another 12-month period commencing on October 20, 2025 and ending on October 20, 2026 following the terms and conditions as set forth in the October 19, 2018 Contract Agreement.

MECCON INDUSTRIES, INC.

DUPAGE WATER COMMISSION

By: 
Signature of Authorized Representative

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

Its: President
Title of Authorized Representative

Its: _____
General Manager

Date: 10/23/25

Date: _____

cc: R-XX-25



Resolution #: R-92-25

Account: 01-60-662100

Approvals: *Author / Manager / Finance / Admin*

MW RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/13/2025

Description: **A Resolution Authorizing the General Manager to Purchase High Lift Pump Rehabilitation Services from Superior Industrial Equipment.**

Agenda Section: Engineering & Construction

Originating Department: Operations & Instrumentation

Staff documented that High Lift Pump #8 was emitting abnormal sounds during normal pump operation. Staff contacted Superior Industrial Equipment to remove the top casing of the pump and perform an internal inspection. The result of the inspection determined that the pump impeller shows cracks and other abnormalities, the wear rings and shaft sleeves show signs of wear, and the shaft seal stuffing box faces are showing corrosion and loss of metal. The impeller likely requires replacement, and the remainder of deficiencies noted require refurbishment or replacement (final determination of required work and expense cannot be detailed until a complete dis-assembly and inspection occur). This work can only be performed at Superior's facilities in Sycamore IL.

Based upon the Illinois Prevailing Wage Statute and the opinions of legal counsel regarding prevailing wage work, Superior is the singular service provider that is able or willing to perform the work for the Commission within the guidelines of the Prevailing Wage Act.

Resolution No. R-92-25 would authorize the General Manager to purchase necessary services from Superior Industrial Equipment. The actual repair cost is undetermined at this time however the cost may be lower if the Commission's spare impeller, purchased in 1990, is serviceable. Staff also request an additional 10% for unknown conditions that may be found at disassembly. Staff are seeking approval at a cost not to exceed \$215,000. The rehabilitation is estimated to take up to 14 weeks, or more if a replacement impeller is required, and should be ready before increasing system flow demands in Spring 2026.

Recommended Motion:

Authorize the General Manager to Purchase Rehabilitation Services for High Lift Pump #8 at an Estimated Expense of \$215,000.00 from Superior Industrial Equipment.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-92-25

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE SERVICES FOR
HIGH LIFT PUMPS AND MOTORS FROM SUPERIOR INDUSTRIAL EQUIPMENT

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, Staff has solicited requests for services from qualified large pump and motor service providers who would be able and willing to perform complete inspection and repair services under the Illinois Prevailing Wage Act; and

WHEREAS, Superior Industrial Equipment was the only qualified large pump and motor service provider to answer in the affirmative of compliance within Illinois Prevailing Wage Act guidelines; and

WHEREAS, The Commission must have the large pump and motor work performed to maintain the DuPage Pumping Station maximum pumping capacity,

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 General Manager is hereby authorized to purchase necessary inspection and rehabilitation services for High Lift Pump and Motors from Superior Industrial Equipment.

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

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

ADOPTED THIS ____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-92-25.docx

EXHIBIT 1

Superior Industrial Equipment Quotation QR25547REVA DuPage Water Pump #8



Date: 11/07/2025

**Dupage Water
Patterson 30 x 24 MAA
S/N 89PT-13118-A24
SIE Job QR25547**

Summary

The pump was pulled from service and sent to Superior Industrial Equipment in Sycamore, IL for Disassembly, Cleaning, and Inspection. Following is a summary of our anticipated findings: Pump removal & install (suction/discharge pipe connections), loading & unloading, and freight to & from Superior to be handled by Dupage Water Commission.

1. The bearing housings will be removed and inspected. They will be cleaned and reused.
2. The mechanical seals will need to be refurbished.
3. The exterior of the pump will be blasted clean to bare metal. The Belzona on the interior was chipping off around the parting line with rust underneath. Those areas will be blasted clean and new Belzona 1341N (NSF) will be applied.
4. The rotating assembly will be removed from the casing.
5. The shaft is damaged at the lip seals areas. They will need to be repaired.
6. The shaft sleeve nuts will be replaced.
7. The shaft sleeves will be removed for the rotor for repair.
8. The impeller is cracked and will need to be replaced.
9. Inspect casing split line for flatness.
10. Inspect all parts for fit and finish.
11. The Kingsbury thrust bearing will be replaced.
12. The radial Babbit bearing will be replaced.

Repair Scope

Casing (Upper & Lower)

1. Sand blast or clean as necessary to remove any dirt or build up.
2. Weld repair casing at the swing blot area as necessary.
3. Setup and machine stuffing box faces to restore surface finish and perpendicularity to the shaft.
4. Clean, inspect, and set aside for assembly.

Shaft sleeves

1. Sand blast or clean as necessary to remove any dirt or build up.
2. Setup and machine selected OD to restore shape and concentricity.
3. Build up OD with bronze metal spray.
4. Setup and grind back to OEM specifications.
5. Clean, inspect, and set aside for assembly.

Rotating assembly

1. Build rotating assembly using impeller supplied by DuPage Water Commission
2. Setup and dynamically balance to OEM specifications.
3. Clean, inspect, and set aside for assembly.

Assembly

1. Clean and lay out all parts.
2. Install rotating assembly into lower casing.
3. Mount bearing housings and bearings.
4. Mount upper casing and check rotational clearances.
5. Paint, package, and ship per customer instructions.

The following new parts will be supplied as part of this repair.

- Lot gasket
- Packing, shaft sleeve
- Shaft sleeve nuts
- Casing wear rings
- Complete thrust bearing assembly
- Radial babbitt bearings
- Refurbished mechanical seals.

DC&I:	\$ 18,525.42
Estimated Repair Pricing:	\$107,894.93
Re-installation*	\$9,000.00
Seal Kit & Repair:	<u>\$ 23,186.00</u>
Total cost:	\$158,606.35

*Re-installation estimated (2) Techs 2.5 Days

-Should a new impeller be required, estimate \$126,000.00 +/-15%

Shipment: 12-14 Weeks basis estimated lead times
Tariff surcharge may be added at time of shipment

Please note that all pricing is FOB Point of shipment and does not include freight, taxes, duties, or tariffs.

DC&I charges may be waived if you proceed with the repair or purchase a new pump with SIE.

Lead time is based on parts availability at time of quote and subject to change ARO

Standard payment terms are NET 30 days unless otherwise approved in writing.

Pricing is valid for 30 days unless otherwise specified.

After six months we reserve the right to bill you for the DC&I and return or scrap your pump.

Concealed damages:

- This estimation is based on an unseen condition, as reflected in the repair quote above. If unanticipated concealed damage is identified during the course of the disassembly, cleaning, and inspection, we reserve the right to adjust the scope of work and associated pricing. NO ADDITIONAL WORK WILL BE PERFORMED WITHOUT PRIOR AUTHORIZATION.

Superior Industrial Equipment, LLC

Terms and Conditions

- A. Shipment:
Manufacturers Standard
- B. Price (FOB Point):
FOB point of shipment
- C. Terms of Payment:

Progressive Payment Schedule
15% with the order
10% upon receipt of report
40% upon receipt of major parts
35% net 30 days after shipment
- No start up or service time is included in the base price of units.
- E. Warranty
Superior Industrial Equipment Company warrants the pump package for one (1) year from start-up or eighteen (18) months from shipment, which ever occurs first. All warranties intended by major or sub – components suppliers are included. We do not warrant for corrosion, erosion or normal wear and tear; or fitness for a purpose or merchantability.
- F. Limitation of Liability
The total liability of the Company with respect to this contract or the equipment or services furnished hereunder, in connection with the performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or technical direction whether based on contract, negligence, indemnity, strict liability or otherwise shall not exceed the purchase price of the unit of equipment upon which such liability is based.
- The Company shall in no event be liable to the Purchaser, any successors in interest or any beneficiary or assignee of this contract for any consequential, incidental, indirect, special or punitive damages arising out of this contract or any breach thereof, or any defect in, or failure of, or malfunction of the Equipment hereunder, whether based upon lost goodwill, lost profits or revenue, interest, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation of the Equipment, loss of use of power system, cost of purchase of replacement power or claims of Purchaser or customers of Purchaser for service interruption whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.
- G. Miscellaneous
No taxes, duties, boxing or freight charges are included in the base price.
Cancellation charges are at cost plus expenses and pro-rata profit.



Resolution #: R-93-25

Account: 01-60-628000 - \$120,500

Approvals: *Author / Manager / Finance / Admin*

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/13/2025

Description: **A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Burns & McDonnell Engineering Co., Inc.**

Agenda Section: Engineering & Construction

Originating Department: Administration

The DuPage Pumping Station nine (9) High-Lift Pump and Motors (HLP) have been in service for thirty-four years. Due to the length of service, staff believes it is prudent to engage a consultant to complete Performance Evaluations of all nine (9) of the pumps and electric motors to obtain the current performance metrics for comparison against the original performance metrics from the initial installation and performance tests performed in 1991. The resulting work and data would in turn inform the development of the capital program for the Commission to prioritize the maintenance and improvement schedule going forward.

Task Order No. 09 with Burns & McDonnell Engineering Co., Inc.

Staff presented Requests for Qualifications (RFQ) to six (6) consultants, currently under contract with the Commission, for whom the desired services were within their qualifications presented to the Commission at the time their contracts were approved and signed. Of the six (6) RFQ recipients, three (3) consultants signaled interest in performing the work which included pre-submittal in-depth site visits and meetings. Of the three (3) consultants expressing interest, only one Consultant elected to submit an RFQ. The two firms that elected to not follow up with a submittal expressed that due to personnel scheduling and previous workload commitments, they were unable to perform the services within the requested time frame.

Resolution R-93-25 seeks approval of Task Order No. 09 with Burns and McDonnell Engineering Co., Inc. to complete the HLP pump and electric motors performance evaluations at a cost not to exceed \$120,500, following the scope of work and deliverables as outlined in Task Order No. 09.

Recommended Motion:

Approve Resolution R-93-25

DUPAGE WATER COMMISSION

RESOLUTION NO. R-93-25

A RESOLUTION APPROVING AND RATIFYING CERTAIN TASK ORDERS
UNDER A MASTER CONTRACT WITH BURNS & MCDONNELL ENGINEERING CO., INC.

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

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

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

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

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

SECTION TWO: The Task Orders attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and the Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-93-25.docx

EXHIBIT 1

Burns & McDonnell Engineering Co., Inc. Task Order No. 09

TASK ORDER NO. 09

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

1 . Project: High-Lift Pump and Motor Performance Evaluations

This task order authorizes Consultant (Burns & McDonnell) to provide professional consulting services to support the Owner (DuPage Water Commission) in its completion of in-field performance testing of up to a maximum of nine (9) high-lift pumps at the DuPage Water Commission Main Pumping Station in Elmhurst, Illinois. The project generally consists of Consultant developing a plan for pump testing, observing and documenting pump tests to be performed by Owner, site visits to an equipment repair facility, and development of the project deliverable, which consists of a report providing written recommendations with costs for improvements to the pumps.

2 . Services of Consultant:

Task 1 – Project Management and Meetings

Task 1 includes participation in a hybrid virtual/in-person kick-off meeting between Owner and Consultant to review the project scope, schedule, and planned deliverables. An agenda will be submitted prior to the meeting, and meeting notes will be prepared and distributed. Task 1 also includes project management and administration.

Task 2 – Pre-Evaluation Preparation

Consultant staff will develop an evaluation plan to be approved by the Owner prior to performance evaluations. This includes the following items:

1. Consultant will prepare a Request For Information (RFI) letter listing the documentation needed from the Owner.
2. Consultant to review the data received in response to the RFI.
3. Consultant will prepare a written technical memorandum that will summarize hydraulic performance tests and electromechanical testing to be completed. Plan will detail action steps required by Owner to complete tests, a schedule for completing each pumping test, and safety plan.
4. Consultant will submit draft plan to Owner for review and comment. Consultant team will meet with Owner virtually to discuss and finalize testing plan.

Task 3 – Performance Evaluations

Consultant will participate in onsite testing with the Owner operating the pumps and adjusting pumping conditions. Consultant will observe and document the tests to obtain data at specified pumping points for each of the nine High-Lift Pumps. Consultant will document the following SCADA information:

- a. Hydraulic – flow and pressure upstream and downstream of the pump.
- b. Electromechanical – running amps, motor temperature, motor speed.
- c. On-line vibration monitoring results.
- d. Bearing temperatures during pump operations (including both on-line drive and non-drive ends, as applicable).

Testing of all nine High Lift Pumps is anticipated to be completed within five (5) days onsite and will be completed overnight from approximately 10PM to 6AM. In any given week, BMCD staff are

available to work overnight up to a maximum of two nights. Superior Industrial Equipment (SIE) is currently in the process of rehabilitating Pump No. 8 for DWC. Consultant will visit the Owner's Pump Station prior to the removal of Pump No. 8 to observe and photograph the interior of the pump. Observed conditions, such as worn or damaged impellers, will be documented. Consultant will visit SIE's facilities in Sycamore, Illinois two times with DWC staff to observe and document work performed by SIE to rebuild Pump No. 8.

Task 4 – Evaluation Report

Consultant will prepare a brief report that describes the testing completed, the analysis of the results of the testing, and a summary and conclusions section. The conclusions section will detail suggested rehabilitation prioritization for each of the nine pumps along with estimates of costs to complete those recommended improvements. A draft will be provided to Owner. One (1) Owner review and Consultant report revision is assumed. Owner will provide review comments within two (2) weeks of receiving the draft report. Consultant will make revisions as appropriate and submit an electronic copy of the final report.

Task 5 – Pump Inspection Allowance

An allowance of \$35,500 will be used in the event the Owner requests additional Consultant support. Specifically, the Owner may elect to disassemble Pumps 1-7. In this case, the Consultant will perform visual observation and take photographs of the pump interior. Observed conditions, such as worn or damaged impellers, will be documented. This allowance includes up to two (2) trips for a pumping specialist located in Kansas City, seven (7) trips for one (1) local staff member, and additional reporting necessary to incorporate any findings into our report. This allowance can be utilized only with the Owner's written authorization.

Task Order Assumptions and Exclusions

1. Site visit for the Pump No. 8 will be performed at the same time as the kick-off meeting.
 2. Owner will operate pump, pipeline, and valve infrastructure and controls.
 3. Consultant will not be providing instrumentation, manometers, pressure gauges, etc. for the project. If needed, DWC will provide and install this equipment.
 4. DWC will perform any necessary pump disassembly for the purpose of performing visual observation of the pump interior.
 5. Motor evaluation will be limited to visual inspection and data read from instrumentation tied to SCADA.
 6. DWC and BMcD will determine a mutually agreeable schedule for the overnight work to be performed.
 7. DWC will provide the SCADA data listed in Task 3 in electronic format (Microsoft Excel).
- 3. Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations: None.
- 4. Commencement Date:**
11/21/2025
- 5. Completion Date:**
May 30, 2026

6. Submittal Schedule: None.**7. Key Project Personnel:**

Paul St. Aubyn – Project Manager

Joe Darlington – Client Services Manager

Tim Juskiewicz – Pump Station Lead

James Farrell – Pump Station Lead

Will Williams – Hydraulic Pumping Specialist

Noshir Gunja – Electrical Lead

8. Contract Price:

For providing, performing, and completing the base scope of work, defined as Task 1 through 4, a lump sum amount. For providing, performing, and completing Task 5 (Pump Inspection Allowance) Services, an amount equal to Consultant's Rate Sheet Costs (see attached) per hour or unit for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to rate sheet costs of all reimbursable expenses, an additional amount is included.

In summary and notwithstanding the foregoing, the total Contract Price shall be \$120,500, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

- Tasks 1 through 4: \$85,000 (lump sum)
- Task 5 (Allowance for Additional Services): \$35,500

9. Payments:

For purposes of payments to Consultant, the value of the Services for Tasks 1 through 4 shall be determined by Owner on the basis of Consultant's estimate of the proportion of total services actually completed at the time of invoicing.

Direct Labor Costs shall mean the billing rate of all Consultants personnel including all professionals whether owners or employees, engaged directly on the Project. Reimbursable expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items. This list is not intended to be exhaustive. Other Project-related costs incurred by Consultant that do not appear on the list above, are nonetheless considered to be reimbursable expenses. Costs incurred by Consultant shall be read to mean costs incurred by Consultant's subsidiaries, employees, contractors, and consultants.

10. Modifications to Contract: N/A**11. Attachments:** None

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

The Effective Date of this Task Order is November 21, 2025.

DuPAGE WATER COMMISSION

By: _____

Paul D. May, P.E.

General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: R. Christopher Bostick

Title: Manager of Water Operations

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

E-mail Address: bostick@dpwc.org

Phone: 630-834-0100

BURNS & MCDONNELL ENGINEERING CO., INC.

By: _____

Patrick Clifford

Regional Water Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Paul St. Aubyn, P.E.

Title: Project Manager

Address: 1431 Opus Place, Suite 400, Downers Grove, IL 60515

E-mail Address: pdst.aubyn@burnsmcd.com

Phone: (872) 804-9958



Resolution #: R-94-25

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/13/2025

Description: **Award of a Contract for the Construction of the West Transmission Main along the ComEd Corridor from Book Rd to Wolf's Crossing Rd (Contract TW-6/25 Sections 2A & 2B)**

Agenda Section: Engineering & Construction

Originating Department: Engineering

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

The first such construction package, TW-6/25 Section 1 (Book Road), was bid in mid-2025 with a contract awarded by the Board in September. Advertisement of the next portion of work also occurred in September and included two 54" pipeline bid packages, each of which is a continuation of the Book Road work through a ComEd corridor. These sections are referred to as TW-6/25 Section 2A and TW-6/25 Section 2B (there are a total of six bid packages comprising the work within the ComEd corridor) and are approximately 8,600 feet and 6,400 feet in length, respectively. A bid opening was held on October 31st, with a total of three bids received for each section. The list of bidders and their bids can be seen in the table below:

BID ALTERNATES	Airy's, Inc.	D. Construction, Inc. & Benchmark Construction Co, Inc.	Precision Pipeline, LLC.
2A - Alternate A (54-inch Steel) Bid Price:	\$12,356,369.00	\$17,778,000.00	\$17,005,459.00
2A - Alternate B (54-inch PCCP) Bid Price:	\$13,040,024.00	\$18,227,962.23	(NO BID)
2B - Alternate A (54-inch Steel) Bid Price:	\$10,367,460.00	\$14,448,000.00	\$15,726,166.00
2B - Alternate B (54-inch PCCP) Bid Price:	\$10,564,260.00	\$14,948,003.20	(NO BID)

Based on the results of the bid opening, installation of 54-inch Steel has been identified as the desirable alternative, with Airy's, Inc. identified as the lowest responsible bidder for both Sections 2A and 2B with a (combined) submitted bid of \$22,723,829.00.

Resolution R-94-25 would approve a contract with Airy's, Inc. for the construction of the TW-6/25 Sections 2A & 2B Project in the amount of \$22,723,829.00.

The Commission has previously worked with Airy's, Inc. over the years and the two parties maintain a positive working relationship.

Recommended Motion:

To adopt Resolution R-94-25.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-94-25

A RESOLUTION AWARDING A CONTRACT FOR THE CONSTRUCTION OF
THE TW-6/25 SECTIONS 2A & 2B 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 TW-6/25 Sections 2A & 2B Contract; and

WHEREAS, bids for Contract TW-6/25 Sections 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 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 TW-6/25 Sections 2A & 2B Project in the amount of \$22,723,829.00, 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 _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-94-25.docx

EXHIBIT A

DuPage Water Commission

Contract for the Construction of:

West Transmission Main Along ComEd R.O.W

From Book Rd to Wolf's Crossing Rd

Contract TW-6/25 Sections 2A & 2B



VOLUME I

CONTRACT DOCUMENTS

DuPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
CONTRACT TW-6/25 SECTIONS 2A & 2B

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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
AIRY'S, INC.
FOR THE CONSTRUCTION OF
CONTRACT TW-6/25 SECTIONS 2A & 2B**

CONTRACT AGREEMENT BETWEEN
DUPAGE WATER COMMISSION
AND
AIRY'S, INC.

FOR THE CONSTRUCTION OF
CONTRACT TW-6/25 SECTIONS 2A & 2B

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CONTRACT AGREEMENT BETWEEN
DUPAGE WATER COMMISSION
AND
AIRY'S, INC.
FOR THE CONSTRUCTION OF
CONTRACT TW-6/25 SECTIONS 2A & 2B

THIS CONTRACT AGREEMENT, made as of this 11th day of November, 2025, by and between the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a public corporation, and *Airy's, Inc.*,

WITNESSETH:

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

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete at the Work Site and in the manner described and specified in this Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the design, if any, construction, and installation of the *Contract TW-6/25 Sections 2A & 2B* 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.

CONTRACT AGREEMENT

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., Bowman Consulting Group, Ltd., Lockwood, Andrews and Newnam, Inc. (LAN),

CONTRACT AGREEMENT

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 the intersection of Book Road and the ComEd right-of-way in the City of Naperville, along the ComEd ROW to 248th Avenue, up 248th Avenue to 95th Street, along 95th Street to Wolf's Crossing Road in the City of Naperville as described in the Contract Documents.

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

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

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

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

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

CONTRACT AGREEMENT

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

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

ARTICLE II CONTRACT TIME

2.1 Commencement Date

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

2.2 Completion Date

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

TW-6/25 Section 2A: 550 days following the Commencement Date.

TW-6/25 Section 2B: 550 days following the Commencement Date.

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TW-6/25 Sections 2A + 2B Combined: 730 days following the Commencement Date.

2.3 Time of the Essence

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

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

3.1 Warranties and Representations

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

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

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

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

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

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

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

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

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

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

CONTRACT AGREEMENT

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

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

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

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

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

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

3.2 Affirmation of Other Warranties and Representations

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

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ARTICLE IV FINANCIAL ASSURANCES

4.1 Bonds

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

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

4.2 Insurance

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

CONTRACT AGREEMENT

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

4.3 Indemnification

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

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

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

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

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

4.4 Penalties

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof. Contractor may contest any such fines or penalties in administrative or court proceedings; provided, however, that Contractor shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Contractor shall be solely responsible for all costs, including attorneys' fees and administrative expenses, of protesting any such fines or civil penalties.

ARTICLE V CONTRACT PRICE AND PAYMENT

5.1 Contract Price

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

5.2 Acceptance as Full Payment and Satisfaction

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

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

5.3 Method of Payment

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

ARTICLE VI LEGAL RELATIONSHIPS AND REQUIREMENTS

6.1 Binding Effect

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

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

6.2 Relationship of the Parties

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

CONTRACT AGREEMENT

6.3 Assignment

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

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

6.4 Confidential Information

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

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

CONTRACT AGREEMENT

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

6.5 Publicity

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

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

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

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

6.6 No Waivers

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

CONTRACT AGREEMENT

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:

Airy's, Inc.
21825 Cherry Hill Road
Joliet, IL 60433

Attention: Stuart Jelm, Secretary

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.

CONTRACT AGREEMENT

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

6.9 Governing Laws; Venue; Attorney's Fees

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

6.10 Changes in Laws

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

6.11 Compliance with Laws and Grants

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

CONTRACT AGREEMENT

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

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

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

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

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

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

CONTRACT AGREEMENT

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.

CONTRACT AGREEMENT

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:

Airy's, Inc.

By: _____

By: _____
Stuart Jelm

Title: _____

Title: Secretary

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

[illegible]

CONTRACTOR'S CERTIFICATION

Stuart Jelm, 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: Airy's, Inc.

By: _____ By: Stuart Jelm

Title: _____ Title: Secretary

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

My Commission Expires: _____

Notary Public

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



Resolution #: R-99-25

Account: As Assigned by Task Order

Approvals: *Author / Manager / Finance / Admin*

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/13/2025

Description: **A Resolution Approving and Authorizing the Execution of a Master Agreement with GVW Engineers, Inc., for Professional Consulting Services**

Agenda Section: Engineering & Construction

Originating Department: Administration

As directed by the Board of Commissioners to engage additional consulting firms and update existing contract provisions.

Resolution No. R-42-22 would authorize the General Manager to enter into a master agreement with GVW Engineers, Inc. for professional consultation services in connection with various projects as they arise. This master agreement would allow the Commission to obtain from time-to-time professional consultation services in connection with the study of projects as delineated by the Commission.

This master agreement would allow for the ease of administration between the Commission and the consultant to work under pre-agreed terms, conditions, and rates for such discrete projects described in task orders to be approved by the Commission and Consultant.

Recommended Motion:

To adopt Resolution R-99-25

DuPAGE WATER COMMISSION

RESOLUTION NO. R-99-25

A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A MASTER AGREEMENT WITH GVW ENGINEERS, INC. FOR PROFESSIONAL
CONSULTING SERVICES

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 GVW Engineers, Inc., desires to provide from time to time, professional consulting 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 consulting services for such discrete projects as are delineated and described in Task Orders to be approved by the Commission and Consultant; 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: Master Agreements between the DuPage Water Commission and GVW Engineers, Inc. for Professional Services, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and hereby is approved and the General Manager shall be and hereby is authorized and directed to execute the Master Agreement in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Master Agreements shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Master Agreements executed by GVW Engineers, Inc.

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 THS _____ DAY OF _____, 2025

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/R-99-25.docx

EXHIBIT 1

**MASTER CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
GVW Engineers, Inc.
FOR
PROFESSIONAL ENGINEERING SERVICES**

MASTER CONTRACT BETWEEN
DUPAGE WATER COMMISSION
AND
GVW ENGINEERS, INC.
FOR
PROFESSIONAL ENGINEERING SERVICES

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ATTACHMENT A – Description of Basic Services

ATTACHMENT B – Form of Task Order

MASTER CONTRACT BETWEEN
DUPAGE WATER COMMISSION
AND
GVW Engineers, Inc.
FOR
PROFESSIONAL ENGINEERING SERVICES

In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and GVW Engineers, Inc., 207E. Ohio St. #303, Chicago IL 60611, an Illinois Corporation, ("Consultant"), make this Contract as of the 21st day of November, 2025, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

A. Consultant's Services. For each project delineated and described in a statement of work (each, a "Task Order") issued pursuant to this Contract (each, a "Project"), Consultant shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Services":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in the Task Order for such Project and this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, and other items necessary to accomplish such Project in accordance with such of the basic engineering services set forth in Attachment A to this Contract as may be specified or referred to in the Task Order for such Project and such other engineering services as may be specified or referred to in the Task Order for such Project and not set forth in Attachment A.
2. Approvals. Procure and furnish all approvals and authorizations specified in the Task Order for such Project.
3. Insurance. Procure and furnish all certificates of insurance specified in this Contract and such other certificates and policies of insurance as may be specified in the Task Order for such Project.

4. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the recognized industry standards of professional practice and in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract.

B. Task Orders. Consultant's Services shall be rendered in connection with such Projects as are delineated and described in Task Orders issued pursuant to this Contract. All Task Orders issued pursuant to this Contract shall be in the general form attached hereto as Attachment B, and all Services to be provided pursuant to any such Task Order shall be provided, performed, and completed in accordance with the terms and conditions contained in such Task Order and this Contract. Consultant and Owner shall agree on the scope of Services to be provided, the time for performance of the Services to be provided, and the cost or, if the Services are to be performed in separate phases with separate costs, the costs for each separate phase of Services to be provided under each Task Order. No Services shall be provided under this Contract without the issuance of a Task Order approved by Owner and Consultant.

The terms and conditions set forth in this Contract shall apply to each Task Order unless specifically modified in such Task Order. In the event of a conflict between this Contract and a Task Order, the conflicting provision of the Task Order shall take precedence for that Task Order. In the event this Contract is amended by Owner and Consultant, such amendment shall apply to all Task Orders issued after the effective date of the amendment and, unless otherwise specifically provided in such amendment, shall not apply to any Task Orders issued prior to the effective date of the amendment.

Owner reserves the right to employ other engineers on its projects and shall not be obligated to issue any Task Orders pursuant to this Contract.

1.2 Commencement and Completion Dates

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall commence the Services not later than the "Commencement Date" set forth in the Task Order for such Project, and shall diligently prosecute the Services at such a rate as will allow the Services to be fully provided, performed, and completed in full compliance with the Task Order for such Project and this Contract not later than the "Completion Date" or, if the Services are to be performed in separate phases with separate completion dates, the "Completion Dates" set forth in the Task Order for such Project. The time of commencement, rate of progress, and time of completion for each Task Order issued pursuant to this Contract are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall submit to Owner all reports, documents, data, and information specifically set forth in the Task Order for such Project

or otherwise required to be submitted by Consultant under this Contract and shall, in addition, submit to Owner all such reports, documents, data, and information as may be requested by Owner to fully document the Services for such Project (“Required Submittals”).

B. Time of Submission and Owner’s Review. For each Project delineated and described in a Task Order issued pursuant to this Contract, all Required Submittals shall be provided to Owner no later than the time, if any, specified in the Task Order for such Project or otherwise in this Contract. If no time for submission is specified for any Required Submittal, such Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, in Owner’s reasonable opinion, to permit Owner to review the same prior to the commencement of any part of the Services to which such Required Submittal may relate. For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to the Task Order for such Project and this Contract. No Services related to any Required Submittal shall be performed by Consultant until Owner has completed review of such Required Submittal with no exception noted. Owner’s review and stamping of any Required Submittal shall not relieve Consultant of the entire responsibility for the performance of the Services in full compliance with, and as required by or pursuant to the Task Order for such Project and this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

C. Responsibility for Delay. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for any delay in the Services due to delay in providing Required Submittals conforming to the Task Order for such Project and this Contract.

1.4 Review and Incorporation of Contract Provisions

Consultant represents and warrants that it has carefully reviewed, and fully understood, this Contract, including all of its Attachments, and, by its approval of each Task Order issued pursuant to this Contract, that it has carefully reviewed, and fully understood, each such Task Order, all of which are by this reference incorporated into and made a part of this Contract.

1.5 Financial and Technical Ability to Perform

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant represents and warrants, by its approval of such Task Order, that it is financially solvent, and has the financial resources necessary, and that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff necessary, to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract.

1.6 Time

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant represents and warrants, by its approval of such Task Order, that it is ready, willing, able, and prepared to begin the Services on the Commencement Date set forth in the Task Order for such Project and that the Contract Time for such Task Order is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract for the Contract Price set forth in the Task Order for such Project.

1.7 Consultant's Personnel and Subcontractors

A. Consultant's Personnel. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall provide all personnel necessary to complete the Services, including without limitation the "Key Project Personnel" identified in the Task Order for such Project. Consultant shall provide to Owner telephone numbers at which the Key Project Personnel for such Task Order can be reached on a 24 hour basis. Consultant and Owner may by mutual written agreement make changes and additions to the designations of Key Project Personnel in such Task Order. Prior to terminating the employment of any such designated Key Project Personnel, or reassigning any of such designated Key Project Personnel to other positions, or upon receiving notification of the resignation of any of such designated Key Project Personnel, Consultant shall notify Owner as soon as practicable in advance of such proposed termination, reassignment, or resignation. Consultant shall submit justification, including a description of proposed substitute personnel, in sufficient detail to permit evaluation by Owner of the impact of the proposed action on the Services to be provided, performed, and completed under such Task Order. No such termination, except for voluntary terminations by employees, and no such reassignment shall be made by Consultant without prior written approval of Owner. Consultant shall have no claim for damages, for compensation in excess of the Contract Price for such Task Order, or for a delay or extension of the Contract Time for such Task Order as a result of any such termination, reassignment, resignation, or substitution.

B. Approval and Use of Subcontractors. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors and subcontracts used by Consultant shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor or subcontract shall not relieve Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract. All Services performed under any subcontract shall be subject to all of the provisions of the Task Order for such Project and this Contract in the same manner as if performed by employees of Consultant. For each Project delineated and described in a Task Order issued pursuant to this Contract, every reference in the Task Order for such Project and in this Contract to "Consultant" shall be deemed also to refer to all subcontractors of Consultant, and every subcontract shall

include a provision binding the subcontractor to all provisions of the Task Order for such Project and this Contract.

C. Removal of Personnel and Subcontractors. For each Project delineated and described in a Task Order issued pursuant to this Contract, if any personnel or subcontractor fails to perform the part of the Services undertaken by it in accordance with this Contract or the applicable Task Order, Consultant shall immediately upon notice from Owner remove and replace such personnel or subcontractor. Consultant shall have no claim for damages, for compensation in excess of the Contract Price for such Task Order, or for a delay or extension of the Contract Time for such Task Order as a result of any such removal or replacement.

D. Safety at the Work Sites. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be solely and completely responsible for providing and maintaining safe conditions at its workplace on or in the vicinity of Owner's facilities and appurtenances during performance of the Services. Consultant shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property. In addition:

1. It is expressly understood by the parties that Consultant's responsibility for safety conditions shall be strictly limited to its employees, subcontractors, and representatives. It is expressly understood by the parties that Owner's responsibility for safety conditions shall be strictly limited to its employees, subcontractors, and representatives.
2. Consultant is advised that potentially hazardous conditions described in the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations, could be encountered during the performance of the Services, including without limitation energized electrical facilities and overhead wires; cranes, derricks, and other hoisting machinery with operational and use limitations, special hazard warnings and instructions, and revolving superstructures requiring proper barricading; underground utility facilities requiring protection, support, or removal to safeguard employees; excavations requiring, among other things, safe means of egress and protection from cave-ins, fall-ins, hazardous atmospheres, hazardous substances, and other hazardous conditions; and confined or enclosed spaces that are subject to the accumulation of hazardous substances or toxic or flammable contaminants or that have oxygen deficient or other hazardous atmospheres, requiring, among other things, independent fall protection, respiratory equipment, ventilation, two-way communication with the outside, and safe means of egress. Consultant should take special notice of the potentially hazardous

conditions identified in this paragraph and take all necessary precautions to guard against such potential hazards during its performance of the Services, including without limitation conducting employee safety training and education, posting warnings and instructions, testing and inspecting, and utilizing adequate protective and emergency systems, equipment, and devices, in as much safety remains Consultant's sole responsibility under this Contract. Consultant is directed to the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, including without limitation Occupational Safety & Health Standards and Construction Industry Safety & Health Regulations as outlined in Parts 1910 and 1926 of US Dept. of Labor Chapter XVII - Occupational Safety and Health Administration, Title 29, and US Dept. of Labor Document OSHA 2202 "OSHA Safety and Health Standards Digest," ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations for a further description of these potentially hazardous conditions and the regulations applicable thereto.

3. Consultant is being notified of these potentially hazardous conditions so that Consultant may independently assess the potentially hazardous conditions and take the necessary precautions to ensure a safe workplace pursuant to this Contract and Consultant's legal obligations. Owner's notification of these potentially hazardous conditions should not be construed to be, nor interpreted as, an exclusive listing of the potentially hazardous conditions that could be encountered during the performance of the Services but, rather, such notice shall be construed to be, and interpreted as, exemplary only. Owner's notification of these potentially hazardous conditions should not be construed or interpreted as waiving Consultant's sole and complete responsibility for its workplace conditions on or in the vicinity of Owner's facilities and appurtenances or for providing and maintaining safe conditions at its workplace on or in the vicinity of Owner's facilities and appurtenances, including the safety of all persons and property during performance of the Services. This notification of potentially hazardous conditions is provided solely to assist Consultant in the performance of these duties, in the interest of maximum safety.
4. Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by Owner's construction contractors. Nor shall Consultant be responsible for the supervision of Owner's construction contractors, subcontractors or of any of their employees, agents and representatives of such

contractors, with respect to their construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on Owner's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of Owner. In no event shall Consultant be liable for the acts or omissions of Owner's construction contractors, subcontractors, employees, representatives, or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with Owner.

1.8 Owner's Responsibilities

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall, at its sole cost and expense and except as otherwise provided in the Task Order for such Project: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require Board approval of Owner; (b) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) review and comment on all Required Submittals and other reports, documents, data, and information presented by Consultant; (h) except as otherwise provided in the Task Order for the Project, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (i) except as provided in Article IV of this Contract, provide all accounting, insurance, and legal counseling services as may be necessary from time to time in the sole judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under the Task Order for the Project or this Contract. Information as to the location of Owner's existing facilities and

data and recommendations received from other consultants have been indicated or provided solely for the convenience of Consultant. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information and such information is not guaranteed.

1.9 Owner's Right to Terminate or Suspend Services for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Services under any Task Order in whole or in part at any time by providing at least fifteen (15) days prior written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under such Task Order, cease all placement of further orders or subcontracts under such Task Order, terminate or suspend Services under existing orders and subcontracts for such Task Order, and cancel any outstanding orders or subcontracts under such Task Order that may be canceled. Consultant shall be entitled to additional compensation or the right to terminate such Task Order in the event of any suspension that exceeds a period of 90 days.

B. Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, or in the event of Consultant's termination for Owner's breach pursuant to Section 6.1 below, Owner shall pay Consultant (1) such direct costs, including overhead, as Consultant shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, such Task Order and this Contract up to the effective date of termination; and (2) such other costs pertaining to the Services, exclusive of overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments under such Task Order and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II **CHANGES AND DELAYS**

2.1 Changes

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner may request changes in the Task Order, the Project, the Services and the Contract Time, subject to a written agreement between the parties ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Services, an equitable adjustment in the Contract Price or Contract Time for such Task Order may be made. No decrease in the amount of the Services caused by any Change Order shall entitle Consultant to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

For any delay that may result from causes that could not be avoided or controlled by Consultant for each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for such Task Order for a period of time equal to the delay resulting from such unavoidable cause and an equitable adjustment in the Contract Price for such Task Order. No extension of the Contract Time for such Task Order shall be allowed for any other delay in completion of the Services. Consultant shall not be liable for any excess costs if the failure to perform its obligations under this Contract or any Task Order arises from causes beyond the control and without the fault or negligence of Consultant, including without limitation failure to reasonably mitigate any adverse impacts ("Force Majeure Events"). Force Majeure Events include the following: Acts of God, fires, floods, earthquake, other natural disasters, epidemics and pandemics (other than COVID-19 or variants), abnormal weather conditions beyond the parameters otherwise set forth in this Section, nuclear accidents, strikes, lockouts, freight embargos, interruptions in service by a regulated utility, or governmental statutes or regulations enacted or imposed after the fact (together, "force majeure events"). Any Force Majeure Event with a duration in excess of 30 days entitles either party to terminate this Contract with written notice to the other party, without incurring any additional liability or responsibility.

2.3 No Constructive Change Orders

For each Project delineated and described in a Task Order issued pursuant to this Contract, no claims for equitable adjustments in the Contract Price or Contract Time for such Task Order shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order for such Task Order including, or fully including, an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled, or, if Consultant believes that any requirement, direction, instruction, interpretation, determination, or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included, or fully included, in a Change Order for such Task Order, then Consultant shall submit to Owner a written request for the issuance of, or revision of, a Change Order for such Task Order, including the equitable adjustment, or the additional equitable adjustment, in the Contract Price or Contract Time that Consultant claims has not been included, or fully included, in a Change Order for such Task Order. Such request shall be submitted before Consultant proceeds with any Services for which Consultant claims an equitable adjustment is due. Consultant shall either execute or object in writing to any requested Change Order within fifteen business days. If not, the Change Order will be deemed objected by Consultant.

ARTICLE III
CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Standard of Care

A. Standard of Care. Consultant represents that the Services and all of its components shall conform to the requirements of this Contract; and shall be performed in accordance with recognized industry standards of professional practice, care, and diligence practiced by reputable consulting firms in performing services of a similar nature in existence at the time of performance of the Services for a similar type of owner operating similar facilities. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, THE SERVICES ARE PROVIDED "AS IS" AND CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications and represent Consultant's judgment as an experienced and qualified professional, familiar with the industry. Consultant does not guaranty that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

C. Defective Services. Whenever the term "defective" is used in the this Contract, the term shall mean Services that fail to conform to this Section 3.1 and/or any specific terms and requirements contained in this Contract.

3.2 Corrections

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, documents, data, information and other items and services under the Task Order for such Project and this Contract. Consultant shall, promptly and without charge, provide all corrective Services necessary for those Services that are defective or otherwise fail to meet the requirements under the Task Order for such Project and this Contract.

3.3 Risk of Loss

INTENTIONALLY OMITTED.

ARTICLE IV

FINANCIAL ASSURANCES

4.1 Insurance

A. Insurance Required. Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates of insurance evidencing at least the minimum insurance coverages and limits set forth below in a form acceptable to Owner and evidencing insurance coverages from companies with a general rating of A minus or better, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to Owner. Such insurance shall provide that no cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Consultant. Consultant shall notify Owner of any substantial changes or modification in such coverage within 30 days after Consultant becomes aware of same. Consultant shall immediately pass any such notice to Owner.

B. Minimum Coverages. Consultant shall, at all times while providing, performing, or completing the Services, including, without limitation, at all times while correcting any failure to meet the requirements of this Contract, maintain and keep in force, at Consultant's expense, at least the following minimum insurance coverages and limits:

1. Worker's Compensation and Employer's Liability with limits not less than:

(a) Worker's Compensation: Statutory;

(b) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois and provide a waiver of subrogation in favor of Owner. By entering into this Contract, the parties acknowledge that this limitation of liability clause has been reviewed, understood, is a material part of this Contract, and each party has had the opportunity to seek legal advice regarding this provision.

2. Commercial Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 per occurrence for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

3. Commercial General Liability with coverage written on an "occurrence" basis and with limits no less than:
 - (a) Each Occurrence: \$1,000,000
 - (b) General Aggregate: \$2,000,000
 - (c) Completed Operations Aggregate: \$2,000,000
 - (d) Personal Injury: \$1,000,000

Coverages shall include:

- Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)
4. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of Consultant's negligence or willful misconduct under the Contract and each Task Order issued pursuant to this Contract. Such insurance, or such insurance as may then be commercially available in the marketplace, shall be maintained for a one year period from and after Final Payment.
 5. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
 6. Owner as Additional Insured. Owner shall be named as an Additional Insured on the following policies:

Commercial Motor Vehicle Liability

Commercial General Liability

Each such additional Insured endorsement shall identify Owner as follows: The DuPage Water Commission, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

4.2 Indemnification

For each Project delineated and described in a Task Order issued pursuant to this Contract, each party shall, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, indemnify, save harmless, and defend the other party from and against any and all third-party lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, to the extent arising from: (i) the negligence or willful misconduct of the indemnifying party in its performance of its obligations under this Contract or any Task Order; (ii) the indemnifying party's violation of applicable laws, rules, or regulations; or (iii) personal injury, death, or damage to real or personal property arising from the indemnifying party's negligence or willful misconduct; , in each case, except to the extent caused by the negligence or willful misconduct of the other party.

ARTICLE V **PAYMENT**

5.1 Contract Price

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article V and in such Task Order, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in such Task Order (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes, Benefits and Royalties

For each Project delineated and described in a Task Order issued pursuant to this Contract, the Contract Price includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

5.3 Progress Payments

A. Payment in Installments. For each Project delineated and described in a Task Order issued pursuant to this Contract, the Contract Price shall be paid in monthly installments in the manner set forth in the Task Order for such Project ("Progress Payments").

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish Consultant's

prior payment for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under such Task Order. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase; and (d) Consultant's certification that all prior Progress Payments have been properly applied to the Services with respect to which they were paid. Owner may, by written notice to Consultant, designate a specific day of each month on or before which pay requests must be submitted.

5.4 Final Acceptance and Final Payment

For each Project delineated and described in a Task Order issued pursuant to this Contract, the Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within 30 days after submission by Consultant of the Services or such phase of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall pay to Consultant, as soon as practicable after final acceptance, the balance of the Contract Price or, if the Services are to be performed in separate phases, the balance of that portion of the Contract Price with respect to such phase of the Services, after deducting therefrom all charges against Consultant as provided for in this Contract ("Final Payment"). For each Project delineated and described in a Task Order issued pursuant to this Contract, the acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services under such Task Order, as the case may be, shall operate as a full and complete release of Owner of and from any and all claims for payment of, by, or to Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services or a particular phase of Services under such Task Order.

5.5 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, for each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under such Task Order such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are

defective, damaged, flawed, unsuitable, nonconforming, or incomplete, or contain errors; (2) damage for which Consultant is liable under this Contract and not covered by insurance; (3) liens or claims of lien regardless of merit unless bonded over by Consultant or unless such liens were a result of Owner's failure to comply with its payment obligations in this Contract; (4) delay in the progress or completion of the Services unless due to causes that could not be avoided or controlled by Consultant; (5) inability of Consultant to complete the services due to no fault of Owner or its employees, agents, and contractors; (6) failure of Consultant to properly complete or document any pay request; or (7) any other failure of Consultant to perform any of its obligations under the Task Order for such Project and this Contract; provided, however, that Owner has provided Consultant with advance written notice of any such event, and Consultant has failed to cure or if efforts to cure with due diligence such matter within ten business days after receipt of such written notice.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. If Consultant has not engaged in good faith efforts to cure such breach within ten business days after receipt of written notice from Owner as provided herein, or if Consultant fails to timely engage in its indemnification obligations pursuant to Section 4.2, Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, reasonable attorneys' fees, and reasonable administrative expenses incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract.

5.6 Accounting

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall keep accounts, books, and other records related to its performance of the Services, including those of all its billable charges and costs incurred in performing the Services, in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries in accordance with this Section 5.6. Consultant shall make all such material available for inspection by Owner (at Owner's expense), during this Contract and for a period of one year following termination of this Contract or any Task Order issued pursuant to this Contract for the sole purpose of Owner verifying Consultant's compliance under this Contract; provided, however, Owner shall provide Consultant at least fifteen (15) business days' prior written notice of its intent to inspect the documentation, such inspection must occur within Consultant's normal business hours, and shall not unreasonably interfere with Consultant's normal business operations. Copies of such material shall be made available for review, at Owner's expense, upon request.

ARTICLE VI

REMEDIES

6.1 Termination for Default

In the event that either party has breached any of its obligations of the Task Order for such Project or this Contract ("Event of Default"), and has failed to cure or start to cure with due diligence any such Event of Default within ten business days after the breaching party's receipt of written notice of such Event of Default, then the non-breaching party shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to immediately terminate the applicable Task Order and/or this Contract without incurring any additional liability or responsibility. Owner may also pursue any one or more of the following remedies:

1. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, nonconforming or incomplete, or contain errors; to accelerate all or any part of the Services; and to take any or all other action necessary to bring Consultant and the Services into compliance with this Contract.
2. Owner may accept the Services that are defective, nonconforming, incomplete, or dilatory, or contain errors, or part thereof, and make an equitable reduction in the Contract Price.
3. Owner may withhold from any Progress Payment or Final Payment in accordance with this Agreement, whether or not previously approved.
4. If Owner terminates this Contract due to Consultant's Event of Default, Owner may seek recovery of direct damages actually incurred by Owner in completing or correcting the Services.

6.2 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Consultant's rights under a Task Order issued pursuant to this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.9 of this Contract.

ARTICLE VII

LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract, and all Task Orders issued pursuant to this Contract, shall be binding upon Owner and Consultant and upon their respective affiliates, subsidiaries, and

permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to its affiliates, subsidiaries and permitted successors.

7.2 Relationship of the Parties

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract or any Task Order issued pursuant to this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Consultant or (2) to create any relationship between Owner and any subcontractor of Consultant.

7.3 No Collusion/Prohibited Interests

Consultant hereby represents and certifies that Consultant 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 33E 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.

Consultant hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then Consultant shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Consultant hereby represents and warrants that neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Services or will participate, in any manner whatsoever, in the Services 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 Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Services or will participate, in any manner whatsoever, in the Services is, directly or indirectly, engaged in, or facilitating, the Services on behalf of any such person, group, entity or nation.

7.4 Assignment

Consultant shall not (1) assign this Contract or any Task Order issued pursuant to this Contract, in whole or in part, (2) assign any of Consultant's rights or obligations under this Contract or any Task Order issued pursuant to this Contract, or (3) assign any payment due or to become due under this Contract or any Task Order issued pursuant to this Contract without the prior express written approval of Owner, which shall not be unreasonably withheld, conditioned, or delayed; provided, however, that Owner's prior written approval shall not be required for: (i) assignment of this Contract, in its entirety, to an affiliate or in connection with a merger, acquisition, corporate reorganization, or the sale of all or substantially all of its assets related to this Contract; or (ii) 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. Owner may assign this Contract or any Task Order issued pursuant to this Contract, in whole or in part, or any or all of its rights or obligations under this Contract or any Task Order issued pursuant to this Contract, without the consent of Consultant.

7.5 Confidential Information

The term "Confidential Information" shall mean information in the possession or under the control of a disclosing party ("Disclosing Party") relating to the technical, business, or corporate affairs of the Disclosing Party; Disclosing Party property; user information, including, but not limited to, information pertaining to usage of computer systems, including and without limitation, any information obtained from server logs or other records of electronic or machine-readable form; and the existence of, and terms and conditions of, this Contract. The term "Confidential Information" shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the receiving party ("Receiving Party") from a source other than the Disclosing Party prior to the time of disclosure of such information to the Receiving Party pursuant to this Contract and without an obligation of non-disclosure or confidentiality ("Time of Disclosure"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Contract on the part of the Receiving Party; or (4) to have been supplied to the Receiving Party after the Time of Disclosure without restriction by a third party who is under no obligation to the Disclosing Party to maintain such information in confidence. The Receiving Party acknowledges that it shall, in performing its obligations and responsibilities under this Agreement, have access, or be directly or indirectly exposed, to the Disclosing Party's Confidential Information. The Receiving Party shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Disclosing Party, except as necessary to perform its obligations under this Agreement. The Receiving Party shall use reasonable measures and degree of care at least as strict as those the Disclosing Party uses to protect its own confidential information, but in no less than a reasonable degree of care. Such measures shall include, without limitation, requiring employees and subconsultants of the Receiving Party to execute a non-disclosure agreement before obtaining access to Confidential Information. For each Project delineated and described in a Task Order issued pursuant to this

Contract, all information supplied by Owner to Consultant for or in connection with the Task Order for such Project or the Services under such Task Order shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services under such Task Order.

7.6 Security

A. Description. For security purposes, Owner investigates the background of personnel at its facilities and personnel engaged to perform certain off-site services and implements other security measures as it determines are necessary from time to time ("Security Program"). To obtain authorization to work at Owner's facilities or to be engaged to perform Services under a Task Order issued pursuant to this Contract, Consultant and its subcontractors must comply with the requirements of Owner's Security Program provided to Consultant in writing. Consultant shall remain as fully responsible and liable for the acts and omissions of all subcontractors and their respective agents and employees in connection with Owner's Security Program as it is for its own acts and those of its agents and employees.

B. Background Investigations. Consultant personnel, including subcontractor personnel, that (i) will require access to Owner's facilities or (ii) will be engaged to perform Services under a Task Order issued pursuant to this Contract for which such Task Order requires the background of off-site personnel to be investigated shall submit all information requested by Owner in order to perform the necessary background investigations. Background information required by Owner may include:

1. Information needed to complete a Conviction Information Request Non-Fingerprint Form (for background checks, including conviction information, conducted by the Illinois State Police Bureau of Identification)
2. Education History
3. Military Service
4. Character and Reputation References
5. Verification of Identity
6. Fingerprints

No Consultant personnel, including subcontractor personnel, will be granted unescorted access to Owner's facilities, nor shall any Consultant personnel, including subcontractor personnel, be engaged to perform Services under a Task Order issued pursuant to this Contract for which such Task Order requires the background of off-site personnel to be investigated, until any background investigation required by Owner has been successfully completed. Owner reserves the right to order Consultant to remove from Owner's facilities any personnel, including subcontractor personnel, who Owner

determines pose a threat to the security of Owner or its facilities. Any such person so removed shall not be engaged again on the Services.

C. Search. Consultant personnel and vehicles, including subcontractor personnel and vehicles, allowed on Owner's property shall be subject to search when entering and leaving the property. By entering the property, Consultant personnel, including subcontractor personnel, authorize Owner to perform or have performed such searches of their persons or vehicles.

D. Identification Badges. Owner shall issue identification badges to all Consultant personnel, including subcontractor personnel. All such personnel shall pick up their identification badges prior to entry onto Owner's property and shall return the badges at the end of each work day. All such personnel shall wear the identification badges in a prominent manner at all times when working on Owner property.

E. No Liability. Neither Owner, nor any official or employee of Owner, nor any authorized assistant or agent of any of them, shall be responsible for the adequacy of Owner's security precautions and programs or any liability arising therefrom.

7.7 No Waiver

No waiver of any term or right in this Contract or any Task Order will be effective unless in writing, signed by an authorized representative of the waiving party. The failure of either party to enforce any provision of this Contract or any Task Order will not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Contract or Task Order thereafter. Owner's payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under the Task Order for such Project or this Contract shall constitute or be deemed to be an acceptance of any Services which are defective, nonconforming, or incomplete or contain errors, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Consultant.

7.8 No Third Party Beneficiaries

This Contract is entered into solely for the benefit of the parties hereto, and nothing herein is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty or obligation to any third party. No claim as a third party beneficiary under this Contract or under any Task Order issued pursuant to this Contract by any person, firm, or corporation other than the parties hereto shall be made or be valid against either party.

7.9 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 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: Paul D. May P.E., General Manager

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

GVW Engineers, Inc.
207 E. Ohio St. #303
Chicago, IL 60611
Attention: Brian R. Goldman, P.E., President, Principal

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 7.9 Owner and Consultant 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 or addressee shall be effective until actually received.

7.10 Governing Laws

This Contract and each Task Order issued pursuant to this Contract, and the rights of Owner and Consultant under this Contract and each Task Order issued pursuant to this Contract, shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.11 Changes in Laws

INTENTIONALLY OMITTED.

7.12 Compliance with Laws and Grants

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and

regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes 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., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to such Project or the Services under the Task Order for such Project, provided that Owner furnishes a copy of any such conditions prior to the execution of any Task Order.

7.13 Documents

For each Project delineated and described in a Task Order issued pursuant to this Contract, drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Consultant in connection with any or all of the Services (the "Documents") shall, upon payment to Consultant of all amounts due under such Task Order, except for any Pre-Existing Works (as defined herein) be and remain the property of Owner and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services; provided, however, that any use thereof by Owner for purposes other than specifically anticipated in Consultant's scope of Services, or Owner's use of incomplete software, systems, drawings, specifications, or other related materials without the express written authorization of Consultant, shall be at Owner's sole risk, liability, and cost. "Pre-Existing Works" shall mean: (i) any Confidential Information of Consultant; and (ii) any inventions, technology, documents, computer code, materials, text, graphics, discoveries, processes, techniques, methods, ideas, concepts, research, content, information, data, or other work product developed, created, prepared, produced, authored, edited, modified, conceived, reduced to practice, or otherwise obtained by Consultant, whether or not in collaboration with Owner or other parties, prior to the performance of Services or independently of the performance of Services. To the extent that any Pre-Existing Works are required to facilitate the operation or usefulness of the Documents and results of the Services, subject to Owner's payment of all invoices hereunder, Consultant hereby grants a worldwide, perpetual, irrevocable, sublicensable, non-exclusive, pre-paid, royalty-free license to Owner to use or disseminate such Pre-Existing Works in connection with the Documents. Owner shall not use any Pre-Existing Works for any purposes beyond the scope of the licenses granted in this Contract. At Owner's request, or upon termination of this Contract or any Task Order issued pursuant to this Contract, and upon payment to Consultant of all amounts due under a Task Order, the Documents shall be delivered promptly to Owner. Consultant shall have the right to retain copies of the Documents for its files. Consultant shall maintain files of all Documents unless Owner shall consent in writing to the destruction of the Documents.

Nothing in this paragraph shall constitute or be constructed to be any representation by the Consultant that the work product is suitable in any way for any other

project except the one detailed in this Contract. Any reuse by the Owner shall be at the Owners sole risk and without liability or legal exposure to Consultant.

7.14 Time

For each Project delineated and described in a Task Order issued pursuant to this Contract, the Contract Time is of the essence of the Task Order for such Project and this Contract. Except where otherwise stated, references in the Task Order for such Project or this Contract to days shall be construed to refer to calendar days.

7.15 Severability

The provisions of this Contract and each Task Order issued pursuant to this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract or a Task Order issued pursuant to 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 or such Task Order shall be in any way affected thereby.

7.16 Entire Agreement

For each Project delineated and described in a Task Order issued pursuant to this Contract, this Contract and the Task Order for such Project (including any change orders) set forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services under such Task Order and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services under such Task Order and the compensation therefor.

7.17 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 Consultant.

7.18 Cumulative Remedies

Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

7.19 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE, FOR ANY

SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, LOST PROFITS OR REVENUE, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR ANY TASK ORDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR INDEMNIFICATION OBLIGATIONS, EACH PARTY'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID OR PAYABLE TO CONSULTANT UNDER THE TASK ORDER RELATED TO THE CLAIM.

IN WITNESS WHEREOF, Owner and Consultant have caused this Contract to be executed in two original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

DUPAGE WATER COMMISSION

By: _____

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

Title: _____

Title: General Manager

Attest/Witness:

GVW ENGINEERS, INC.

By: _____

By: _____
Brian R. Goldman, P.E.

Title: _____

Title: President, Principal

ATTACHMENT A

DESCRIPTION OF BASIC SERVICES

[TO BE USED IN DEVELOPMENT OF INDIVIDUAL TASK ORDERS]

Consultant shall cooperate and work closely with representatives of Owner and other parties involved in each Project delineated and described in a Task Order issued pursuant to the Contract. Consultant shall meet with Owner and such other parties, and shall provide such consultation, advice, and reports, as required to adequately perform its responsibilities under each such Task Order and the Contract. For each Project delineated and described in a Task Order issued pursuant to the Contract, Consultant shall produce and deliver to Owner the results of its Services, plus any reports, documents, data, information, observations, or opinions set forth below that are required to be provided under the Task Order for such Project or requested by Owner, in form or format as set forth below or, if none, in form or format of Owner's choosing.

1. Study and Report Phase. If Study and Report Services are to be provided under a Task Order, such Study and Report Services shall include one or more or all of the following as set forth in the Task Order:
 - a. Review available data and consult with Owner to determine a mutually agreed upon program, schedule and preliminary construction budget.
 - b. Provide analysis of Owner's needs, planning surveys, and site evaluation and comparative studies of prospective sites and solutions.
 - c. Provide economic analysis of various alternatives.
 - d. Prepare, for review and approval by Owner, a report summarizing the Study and Report Services, together with Consultant's opinion of probable Project Costs and Construction Cost of the Project and provide five copies and review them in person with Owner.
2. Preliminary Design Phase. If Preliminary Design Services are to be provided under a Task Order, such Preliminary Design Services shall include one or more or all of the following as set forth in the Task Order:
 - a. Determine the general scope, extent and character the Project.
 - b. Prepare preliminary design documents consisting of drawings, specifications, a written description of the Project and other documents appropriate for Project.
 - c. Furnish five copies of the Preliminary Design Documents, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, for review and approval by Owner, and review them in person with Owner.

3. Final Design Phase. If Final Design Services are to be provided under a Task Order, such Final Design Services shall include one or more or all of the following as set forth in the Task Order:
 - a. On basis of accepted Preliminary Design Documents and the revised opinion of probable Project Costs and Construction Cost of the Project, prepare pricing and quantity proposal forms, final drawings, and specifications for incorporation in the construction contract documents. Such drawings and specifications shall show the general scope, extent and character of the work to be furnished and performed by the construction contractor.
 - b. Assist Owner by providing all required criteria, descriptions and design data and consulting with officials and Owner to obtain permits and to prepare other bidding/negotiation and construction contract documents.
 - c. Furnish five copies of the proposal forms, drawings and specifications, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, based upon the drawings and specifications and the other bidding/negotiation and construction contract documents, for review and approval by Owner, and review them in person with Owner.
4. Bidding or Negotiating Phase. If Bidding or Negotiating Services are to be provided under a Task Order, such Bidding or Negotiating Services shall include one or more or all of the following as set forth in the Task Order:
 - a. Assist Owner in advertising for and obtaining bids or negotiating proposals. Maintain a record of prospective bidders to whom bidding documents have been issue and attend pre-bid or negotiation conferences.
 - b. Issue addenda as appropriate and approved by Owner.
 - c. Consult with and advise Owner as to the acceptability of contractors, subcontractors, suppliers and other persons if such acceptability is required by the construction contract documents.
 - d. Consult with Owner as to acceptability of proposed substitute materials and equipment.
 - e. Attend bid openings, prepare bid or negotiation tabulation sheets, and assist Owner in evaluating bids or proposals and in assembling and awarding construction contracts.

5. Construction Phase. If Construction Services are to be provided under a Task Order, such Construction Services shall include one or more or all of the following as set forth in the Task Order:
- a. Furnish advice and consulting services during the construction period.
 - b. Review, return and comment on shop drawings and other equipment drawings furnished by contractors for materials and equipment to be incorporated into the work. Submittals shall be returned within 30 days of receipt by Consultant.
 - c. Consult and advise on the interpretation of the construction contracts.
 - d. Provide a representative to observe the construction of the work on a daily basis; such representative to be acceptable to Owner at all times. On the basis of such observation, Consultant may disapprove of or reject construction work while it is in progress if it does not conform to the construction contract or will prejudice the integrity of the design concept.
 - e. Assist Owner and field personnel in checking laboratory tests of construction materials and equipment which are to be incorporated into the work.
 - f. Review contractors' breakdown of cost, material quantities and scheduling.
 - g. Prepare monthly estimates and certification of construction progress payments, and report to Owner as required to keep Owner informed on the progress of construction and to allow Owner to perform its obligations under the construction contracts.
 - h. Prepare and submit proposed change orders to Owner for its consideration, approval or denial. Consultant shall, when requested, submit recommendations on proposed change orders.
 - i. Maintain daily records of construction, including logs of weather conditions, accident reports, work accomplished, manpower, equipment and materials used, and problems encountered.
 - j. Schedule and attend preconstruction and job conferences and promptly prepare and circulate minutes thereof to all participants.
 - k. Maintain files of correspondence, reports of job conferences, field orders, addenda, change orders, shop drawings, samples, progress reports, product data, submittals, handbooks, operations and maintenance manuals, instructions and other project-related documents.

- l. Conduct final inspection of the construction work, and prepare punchlists for corrections and recommend, when the construction work is complete, final payment to the construction contractors.
 - m. Prepare and continuously update drawings of record, and submit quarterly updates to Owner in electronic CADD files and/or other electronic file format acceptable to Owner operating on an IBM compatible microcomputer under a Windows operating system.
- 6. Operational Phase. If Operational Services are to be provided under a Task Order, such Operational Services shall include one or more or all of the following as set forth in the Task Order:
 - a. Provide assistance in the closing of any financial, refinancing or related transaction for the Project.
 - b. Assist Owner in training Owner's personnel to operate and maintain the Project and develop systems and procedures for operation, maintenance and recordkeeping for the Project.

ATTACHMENT B

FORM OF TASK ORDER

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and GVW Engineers, Inc. ("Consultant"), for Professional Engineering Services dated August 21, 2025 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

[Insert Title, Description and Scope of the Project]

2. **Services of Consultant:**

A. Basic Services:

[Incorporate applicable Attachment A paragraphs -- either by reference or in their entirety **OR** describe other basic services]

B. Additional Services:

[Describe additional services to be provided or state "none"]

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

[List or state "none"]

4. **Commencement Date:**

☐

the date of execution of this Task Order by Owner.

☐

_____ days following execution of this Task Order by Owner.

☐

_____ days following issuance of Notice to Proceed by Owner.

☐

_____, 202__.

5. **Completion Date:**

For use with single phase projects or multiple phase projects with single completion date:

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

☐ _____, 200____, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

For use with multiple phase projects with separate completion dates:

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

B. Preliminary Design Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

C. Final Design Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

D. Bidding or Negotiating Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

E. Construction Phase: _____ days following completion by, and final payment to, the construction contractor plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

F. Operational Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

G. _____ Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

Submittal:

Due Date:

7. **Key Project Personnel:**

Names:

Telephone:

8. **Contract Price:**

☐

LUMP SUM TASK ORDER

For use with single phase projects or multiple phase projects with single lump sum cost:

For providing, performing, and completing all Services, the total Contract Price of:

_____ Dollars and _____ Cents
(in writing) (in writing)

_____ Dollars and _____ Cents
(in figures) (in figures)

For use with multiple phase projects with separate lump sum amounts:

For providing, performing, and completing each phase of Services, the following lump sum amount set forth opposite each such phase:

<u>Phase</u>	<u>Lump Sum</u>
Study and Report	\$
Preliminary Design	\$
Final Design	\$
Bidding/Negotiation	\$
Construction	\$
Operational	\$
_____	\$

**COST PLUS FIXED FEE TASK ORDER*****For use with single phase projects or multiple phase projects with uniform pricing:***

For providing, performing, and completing all Services, a fixed fee of \$_____ plus an amount equal to Consultant's Direct Labor Costs times a factor of _____ for all Services rendered by principals and employees engaged directly on the Project.

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

For use with multiple phase projects with separate pricing:

For providing, performing, and completing each phase of Services, the following fixed fee set forth opposite each such phase, plus an amount equal to Consultant's Direct Labor Costs times the following factor set forth opposite each such phase, for all Services rendered by principals and employees engaged directly on the Project, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Fixed Fee</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Study and Report	\$		\$
Preliminary Design	\$		\$
Final Design	\$		\$
Bidding/Negotiation	\$		\$
Construction	\$		\$
Operational	\$		\$
_____	\$		\$

DIRECT COST TASK ORDER***For use with single phase projects or multiple phase projects with uniform pricing:***

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

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

For use with multiple phase projects with separate pricing:

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

<u>Phase</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Study and Report		\$
Preliminary Design		\$
Final Design		\$
Bidding/Negotiation		\$
Construction		\$
Operational		\$
_____		\$

9. **Payments:**

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

For use with Lump Sum Task Orders:

Consultant shall, not later than 10 days after execution of this Task Order and before submitting its first pay request, submit to Owner a schedule showing the value of each component part of such Services in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule shall equal the amount set forth in the Schedule of Prices. An unbalanced Breakdown Schedule providing for overpayment of Consultant on component parts of the Services to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for Services until Consultant has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Services. If Consultant fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Services or to make such Payments based on Owner's determination of the value of the Services completed.

OR

For purposes of payments to Consultant, the value of the Services shall be determined by Owner on the basis of Consultant's estimate of the proportion of total Services actually completed at the time of invoicing.

For use with Cost Plus Fixed Fee Task Orders:

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

The charge on account of the fixed fee shall be determined by Owner on the basis of Consultant's estimate of the proportion of total Services or, if separate fixed fees are provided for different phases of Services, the proportion of total Services in that phase, actually completed at the time of invoicing.

For use with Direct Cost Task Orders:

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

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

Payments for each phase of Services shall be based upon the following percentage of the total cost or estimated Construction Cost of the Project set forth opposite each such phase:

Study and Report	_____ %
Preliminary Design	_____ %
Final Design	_____ %
Bidding/Negotiation	_____ %
Construction	_____ %
Operational	_____ %
_____	_____ %

10. **Special Safety Requirements:**

[state "none" or:

Even though Consultant is required to independently assess the potentially hazardous conditions at its workplace on or in the vicinity of Owner's facilities and appurtenances and take the necessary precautions to ensure a safe workplace pursuant to the Contract and Consultant's legal obligations, Consultant is reminded that one of the purposes of the Project is to ***[DESCRIBE SPECIAL CIRCUMSTANCES]*** and, therefore, it would be reasonable to assume that ***[DESCRIBE SPECIAL HAZARDS]*** at any time during the Services. Consultant must ensure that all personnel observe all appropriate safety precautions when working on or in the vicinity of Owner's facilities and appurtenances, and shall:

- i. ***[DESCRIBE SPECIAL REQUIREMENTS].***
- ii. ***[DESCRIBE SPECIAL REQUIREMENTS].]***

11. **Modifications to Contract:**

[Describe Contract modifications or state "none"]

12. **Attachments:**

[List or state "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 _____, 202__.

DUPAGE WATER COMMISSION

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

COMMISSION DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: ***Commission Representative TBD***

Title:

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

E-mail Address:

Phone:

Fax: (630) 834-0120

Task Order No. ____

GVW Engineers, Inc.

By: _____

Name: _____

Title: _____

CONSULTANT DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address:

E-mail Address:

Phone:

Fax: