DuPage Water Commission

30 YEARS OF SERVICE

Pure. Essential. Stewardship.

AGENDA – Board of Commissioners

Thursday, June 19, 2025 6:30 P.M.

I. Call to Order and Pledge of Allegiance

II. Roll Call

III. Public Comments (limited to 3 minutes per person)

IV. Presentation - Source Water Technical Advisors – Consor/Raftelis

V. Approval of Minutes

(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To approve the Minutes of the May 15, 2025 Regular Meeting of the DuPage Water Commission and the Executive Session Meeting Minutes of May 15, 2025.

VI. Treasurer's Report

(Concurrence of a Majority of those Commissioners present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To accept the May 2025 Treasurer's Reports (Voice Vote).

VII. Committee Reports

A. Finance Committee

1. Report of 06/19/25 Finance Committee

B. Administration Committee

1. Report of 06/19/25 Administration Committee

2. Resolution No. R-46-25: A Resolution Authorizing the execution of Tax-Exempt Bond Certification for the WaterLink Communities. No cost for this action.

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

3. Resolution No. R-58-25: To Authorize a Communications Contract with Sikich, LLP in an amount not-to-exceed $50,000.

(Concurrence of a Majority of those Commissioners present, provided there is a quorum—minimum 4)

4. Resolution No. R-59-25: To Authorize Approval of Requisition No. 80668 to Concentric Integration for The Upgrade of the Meter Shop Test Bench Computer and Associated Hardware and Software at an approximate cost of $16,800.

   (Concurrence of a Majority of those Commissioners present, provided there is a quorum—minimum 4)

5. Request for Board Action: Travel for two (2) Commission Employees for Factory Valve QA/QC Testing for High Lift Pump Cone Valve Rebuilds in York Pennsylvania, at an estimated cost of $2,000.

   (Concurrence of a Majority of those Commissioners present, provided there is a quorum—minimum 4)

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

C. Engineering & Construction Committee

1. Report of 06/19/25 Engineering & Construction Committee

2. Resolution No. R-43-25: A Resolution Approving and Ratifying Work Authorization Order No. 33 Under Quick Response Contract QR-12/21, with Benchmark Construction for air release valve repair at a cost of $7,635.85.

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

3. Resolution No. R-44-25: A Resolution Approving and Ratifying Work Authorization Order No. 003 under Quick Response Contract QRE-10/24 to McWilliams Electric Co., Inc for installation of electric junction cabinets., at an estimated cost of $8,900.

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

4. Resolution No. R-45-25: A Resolution Approving and Ratifying Work Authorization Order No 34, Under Quick Response Contract QR-12/21 with Benchmark Construction Co., Inc. for 24" steel watermain repair and replacement, at an estimated cost of $220,000.

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

5. Resolution No. R-48-25: A Resolution Approving and Ratifying Task Order No. 02, to authorize the consultant to study and prepare a recommendations report for the 4.16kV switchgear and Motor Control Center control and protective systems, under a Master Contract with CDM Smith, Inc., at a not- to-exceed cost of $50,000.

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

6. Resolution No. R-49-25: A Resolution Approving and Ratifying Certain Task Order No. 06 with Strand and Associates to provide an Owner's Representative and peer review service, at a not-to-exceed cost of $20,000.

   (Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed

Commissioners and 40% of the Municipal Appointed Commissioners—3 County + 3 Muni+1=7)

7. Resolution No. R-50-25: A Resolution Awarding Quick Response Contracts, QR-13/25, with Benchmark Construction Co., John Neri Construction Co., Inc., and Rossi Contractors, Inc. No cost for this action.

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

8. Resolution No. R-51-25: A Resolution Approving and Ratifying Certain Task Order, No. 02 Under a Master Contract with Arcadis US, Inc. to perform an environmental review of air emissions permitting requirements for the Emergency Generation System, at a cost of $1,725.

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

9. Resolution No. R-52-25: A Resolution Authorizing the General Manager to purchase materials and labor services for the Commission's Emergency Generator System, as needed, at a cost not-to-exceed $100,000 from Altorfer Power Systems.

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

10. Resolution No. R-53-25: A Resolution Authorizing the General Manager to purchase material and services from WEG Electric Machinery, to maintain electric motors for high-lift pumping equipment, as needed, at a not-to-exceed cost of $100,000.

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

11. Resolution No. R-54-25: A Resolution Approving and Authorizing the Execution of a Master Contract with Bowman Consulting Group, Ltd. for Professional Engineering Services and Authorization of Task Order No. 1 - Phase III (Construction) Engineering Contract Assignments for the WaterLink Pipeline Project, in an amount not-to-exceed $4,591,202.

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

12. Resolution No. R-55-25: A Resolution Approving Phase III (Construction) Engineering Contract Assignments for the WaterLink Pipeline Project, Task Order No. 4 with Christopher B. Burke Engineering, Ltd. in a total contract award of $1,691,450.

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

13. Resolution No. R-56-25: A Resolution Approving Phase III (Construction) Engineering Contract Assignments for the WaterLink Pipeline Project, Task Order No. 2, to Stanley Consultants, Inc. in a total contract award of $3,007,445.

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

14. Resolution No. R-57-25: A Resolution Approving WaterLink (Phase III) Contract – (Program Management Year 1) and TW-6/25 Section 2 Phase III (Construction) Engineering, under Task Order No. 7, with Burns & McDonnell Engineering, Co., in a total contract award of $9,991,794.00.

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

RECOMMENDED MOTION: To adopt item numbers 2 through 14 under the Engineering & Construction Committee Report section of the agenda in a single group pursuant to the Omnibus Vote procedures. (Roll Call)

VIII. Accounts Payable

A. May 2025

1. Approval of Accounts Payable invoices received.

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of $11,738,595.30 (May 2025) subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).

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

2. Approval of Accounts Payable estimated invoices

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of $3,338,025.00 (May 2025) subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

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

IX. Chairman's Report

X. Old Business

XI. New Business

XII. Executive Session

(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To go into Executive Session to discuss security procedures pursuant to 5 ILCS 120/2(c)(8), to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2), to discuss acquisition of real estate pursuant to 5 ILCS 120/2(c)(5), to discuss 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).

XIII. Matters referred from Executive Session

A. Resolution No. R-47-25: A Resolution Authorizing the Execution of a Vacant Land Purchase & Sales Agreement with Pulte Home Company, LLC, for the sale of 32.47 acres adjacent to 75th Street in Unincorporated DuPage County.

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

B. Ordinance O-7-25: An Ordinance Approving Negotiation Authority for Property (Easement) Acquisitions for the WaterLink Pipeline Project.

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

XIV. Adjournment

(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

Minutes of a Meeting
of the

BOARD OF COMMISSIONERS

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

May 15, 2025

I. The meeting was called to order by Chairman Zay at 6:01 PM

II. Roll Call

Commissioners in attendance: N. Cuzzone, J. Fennell, S. Greaney, A. Honig, T. Noonan, D. Novotny, J. Pruyn, K. Romano, D. Russo, F. Saverino, P. Suess, J. Zay

Commissioners absent: D. Van Vooren

Also in attendance: P. May, C. Peterson, C. Bostick, M. Weed, J. Loster, D. Cuvalo, D. Mundall, Phil Luetkehans of Luetkehans, Brady, Garner & Armstrong, LLC

III. Public Comments
No public comment was offered.

IV. Approval of Minutes
Commissioner Russo moved to approve the Minutes of the April 17, 2025 Regular Meeting of the DuPage Water Commission and the Executive Session Meeting Minutes of April 17, 2025. Seconded by Commissioner Saverino. Approved by a voice vote. All Aye, motion carried.

V. Treasurer's Report

Treasurer William Fates presented the April 2025 Treasurer's Reports consisting of 13 pages each with pages 1 and 2 containing brief summaries of the reports.

April 2025:
Treasurer Fates noted $149.8 million of cash and investments on page 4, an increase of $34,000 from the previous month. Treasurer Fates also pointed out the schedule of investments on pages 5 through 11 totaling $144.6 million and noted the market yield on the total portfolio showed 3.90% which is up from the prior month. On page 13, the statement of cash flows showed an increase in cash and investments by about $79.1 and operating activities increased by approximately $1.8 million. Also noted on page 14, the monthly cash/operating report showed that the Commission has met all recommended reserve balances.

Commissioner Russo moved to accept the April 2025 Treasurer's Report, seconded by Commissioner Cuzzone, unanimously approved by a voice vote. All aye, motion carried.

VI. Committee Reports

A. Finance Committee

Item 1: Commissioner Suess gave a brief report of the Finance Committee Meeting. Although there were no items requiring approval, Commissioner Suess informed the Board that a banking services RFP would be forthcoming and the Financial Administrator would be reaching out to board members regarding the same.

Administration Committee

Item 1: Request for Board Action: Travel for a Commission employee to the 2025 International Facility Management Association World Workplace Conference in Minneapolis, Minnesota Sept 17-19, 2025. Expenses to include registration/lodging/transportation and per diems at an estimated cost of $ 2,665.

Item 2: Resolution No. R-39-25: A Resolution Authorizing the purchase of a Ford F-150 Pick-Up Truck via the Suburban Purchasing Cooperative, from Currie Motors of Frankfort, IL, at a not to exceed cost of $80,000.

Item 3: Resolution No. R-40-25: A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property owned by the Commission. There is no cost for this action.

Commissioner Romano moved to adopt item 2 through 4 under the Administration Committee Report section of the agenda. Seconded by Commissioner Honig, unanimously approved by a Roll Call Vote.

Ayes: N. Cuzzone, J. Fennell, S. Greaney, A. Honig, T. Noonan, D. Novotny, J. Pruyn, K. Romano, D. Russo, F. Saverino, P. Suess, J. Zay

Nay: None

Absent: D. Van Vooren

B. Engineering & Construction Committee

Item 1: Commissioner Fennell gave a brief committee update.

Item 2: Resolution No. R-41-25: A Resolution Approving a Master Services Agreement and Task Order #1 with Consor/Raftelis for Professional Services as Source Water Project Technical Advisor (Not-To-Exceed $500,000)

Item 3: Resolution No. R-42 -25: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Arcadis USA, Inc. to Perform a Gap Analysis of AWIA Required Documentation (Estimated Expense of $20,000)

Commissioner Fennell moved to adopt items numbers 2 and 3 under the Engineering & Construction Committee Report section of the agenda in a single group pursuant to the Omnibus Vote Procedures seconded by Commissioner Cuzzone, unanimously approved by a Roll Call Vote.

Ayes: N. Cuzzone, J. Fennell, S. Greaney, A. Honig, T. Noonan, D. Novotny, J. Pruyn, K. Romano, D. Russo, F. Saverino, P. Suess, J. Zay

Nay: None

Absent: D. Van Vooren

Commissioner Suess asked for additional information on Item 2, Master Services Agreement and Task Order #1 with Consor/Raftelis for Professional Services as Source Water Project Technical Advisor. Specifically, what other firms were spoken to and what process was followed. He also inquired as to what the decision process is for making the go/no go determination on the project. General Manager May replied that since the Northbrook property purchase, work has been progressing to advance the project, but there is gap period between now and the hiring of the program manager during which many critical activities must be accomplished. For example, easement negotiations need to begin to determine the route, which must be determined before performing geotechnical studies, which must be completed to confirm tunneling conditions. The IGA with NSMJAWA was approved at the April meeting, and the Technical Advisor is the next step. This firm was chosen by a panel of interviewers, comprised of DWC/NSMJAWA and Glencoe and included a desktop review by each panel member followed by a presentation to the panel. A presentation to the Commission Board by Consor/Raftelis is scheduled for the June meeting. Commissioner Fennell added that the Engineering Committee has been advised that monthly updates will be forthcoming.

VII. Accounts Payable

A. April 2025

Item 1: To approve the Accounts Payable in the amount of $9,875,413.33, (April 2025), subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).

Item 2: To approve the Accounts Payable in the amount of $ $1,999,725.00 (April 2025), subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

Chairman Zay asked for a motion to combine and approve the accounts payable disbursements, with the estimated accounts payable for April 2025, Commissioner Russo moved, seconded by Commissioner Romano and unanimously approved by a roll call vote.

Ayes: N. Cuzzone, J. Fennell, S. Greaney, A. Honig, D. Novotny, J. Pruyn, K. Romano, D. Russo, F. Saverino, P. Suess, J. Zay

Nay: None

Absent: D. Van Vooren

VIII. Chairman's Report

Chairman Zay reminded the Commissioners to complete the Ethics training at their earliest convenience.

General Manager May noted that the next steps in the Source Water Project include presentation by the newly selected Technical Advisor.

IX. Old Business

No Old Business was offered.

X. New Business

No New Business was offered.

XI. Executive Session

Chairman Zay asked for a motion to enter into Executive Session 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),Commissioner Fennell made the motion, seconded by Commissioner Cuzzone and unanimously approved by a roll call vote.

Ayes: N. Cuzzone, J. Fennell, S. Greaney, A. Honig, J. Pruyn, D. Novotny, K. Romano, D. Russo, F. Saverino, P. Suess, J. Zay

Nay: None

Absent: D. Van Vooren

The Commission went into Executive Session at 6:22 PM.

Commissioner Romano moved to come out of Executive Session at 6:36 PM, seconded by Commissioner Russo and unanimously approved by a roll call vote .

Ayes: N. Cuzzone, J. Fennell, S. Greaney, A. Honig, D. Novotny, J. Pruyn, K. Romano, D. Russo, F. Saverino, P. Suess, D. Van Vooren (arrived at 6:26PM), J. Zay

Nay: None

Absent: None

XII. Matters referred from Executive Session

A. Ordinance O-6-25: An Ordinance Approving Negotiation Authority for Property (Easement) Acquisitions for the WaterLink Pipeline Project, No Cost This Action.

Chairman Zay asked for a motion to approve Ordinance O-6-25, an Ordinance Approving Negotiation Authority for Property (Easement) Acquisitions for the WaterLink Pipeline Project, No Cost This Action. Commissioner Cuzzone moved, seconded by Commissioner Russo and unanimously approved by a roll call vote.

Ayes: N. Cuzzone, J. Fennell, S. Greaney, A. Honig, D. Novotny, J. Pruyn, K. Romano, D. Russo, F. Saverino, P. Suess, D. Van Vooren, J. Zay

Nay: None

Absent: None

XIII. Adjournment

Commissioner Fennell made a motion to adjourn, seconded by Commissioner Romano, unanimously approved by a voice vote. All aye, motion carried.

Meeting adjourned at 6:38 PM.

DuPage Water Commission

30 YEARS OF SERVICE

Pure. Essential. Stewardship.

MEMORANDUM

To: Chairman and Commissioners

From: Bill Fates, Treasurer

Date: 6/10/2025

Subject: TREASURER'S REPORT – May 31, 2025

I am pleased to report that I have reviewed and approved all journal entries and bank reconciliations for the month of May. I have also reviewed the monthly financial statements and budget status reports and found them to be in order.

Summary of Cash & Investments (Page 4)

1. DWC cash and investments totaled $147.4 million on May 31st, a decrease of $2.3 million compared to the previous month. Accounts receivable increased by $4.9 million in May, significantly in part to timing of collections. Waterlink escrow balances decreased by $0.6 million.

2. The month end balances in the BMO Harris checking and money market accounts were $2.3 million and $8.8 million, respectively.

3. During the month of May, IIIT Money Market funds and municipal bonds increased by $1.0 million and $0.6 million, respectively. Corporate Notes and collateralized mortgage securities funds decreased by $1.2 million and $0.3 million, respectively.

4. The current holdings of cash and investments are in compliance with the approved investment policy.

5. For the one month ended May 31, 2025, the Commission's cash and investments decreased a total of $2.3 million. The Waterlink Escrow Account decreased by $0.6 million.
   - The Operating & Maintenance Account decreased by $2.8 million for an ending balance of $11.1 million.
   - The General Account increased by approximately $19,000 for an ending balance of $5.3 million.
   - The Operating Reserve Account increased by approximately $151,000 for a balance of $52.9 million.
   - The Long-Term Capital Reserve Account increased by approximately $111,000 for a balance of $28.2 million.
   - The Capital Reserve Fund increased by approximately $187,000 for a balance of $49.9 million.

ACCOUNT	Balance 4/30/2025	Balance 05/31/2025	Increase (Decrease)
Operations & Maintenance	$ 13,910,843	$ 11,101,469	$ (2,809,374)
General Account	5,295,626	5,315,354	19,728
Operating Reserve	52,796,982	52,948,046	151,064
Long-Term Capital Reserve	28,073,976	28,185,257	111,281
Capital Reserve	49,691,109	49,878,348	187,239
Total Cash & Investments	$ 149,768,536	$ 147,428,474	$ (2,340,062)
Waterlink Escrow	35,673,160	35,066,151	(607,009)

Schedule of Investments (Pages 5-12)

1. The average yield to maturity on the Commission's investments was 3.90%, unchanged from the prior month average yield to maturity of 3.90%. The amortized cost of our investments was $145.1 million on May 31st.

2. The portfolio ended the month of May 2025 with $664,000 of unrealized losses, compared to $64,000 of unrealized gains on April 30, 2025.

3. The maturity distribution, excluding money market accounts but including Waterlink investments, was as follows: 0-1 year 23%, >1<3 years 48%, >3<5 years 19%, and >5 years 10%.

Statement of Cash Flows (Page 13)

1. The statement of cash flow shows a breakdown of the $2.3 million decrease in cash and investments for the fiscal year. Waterlink escrow funds decreased $0.6 million.

2. Operating activities decreased cash by approximately $2.9 million as of the end of May 2025. Water sales receivables, which were at $14.3 million on April 30, 2025, increased to $19.2 million at the end of May.

3. The decrease in Loans Receivable increased cash by approximately $36,000.

4. Capital Assets purchased were $23,000.

5. Cash flow from investment activity generated approximately $0.5 million of income.

Reserve Analysis (Page 14)

1. The Operating Reserve account was $52.9 million, which is approximately 121 days, this amount meets the minimum balance per the current reserve policy. The Operating and Maintenance Account was $9.0 million which is a balance currently sufficient to cover an estimated 20 days of normal operation and maintenance costs.

2. The reserve analysis report shows the Commission has met recommended reserve balances for the Operating Reserve and Capital Account less Waterlink and Alternative Water Source projects on May 31st. The Long-Term Water Capital is $600,000 short of its target.

Respectfully submitted,

Bill Fates, CPA
Treasurer

DuPAGE WATER COMMISSION
TREASURER'S REPORT
SUMMARY OF CASH AND INVESTMENTS
5/31/2025

FUNDS CONSIST OF:	5/31/2025	4/30/2025	Increase/(Decrease)
PETTY CASH	$ 1,300.00	$ 1,300.00	$ -
OPERATING & MAINTENANCE	2,344,329.13	5,179,006.15	(2,834,677.02)
TOTAL CASH	$ 2,345,629.13	$ 5,180,306.15	$ (2,834,677.02)
BMO HARRIS MONEY MARKET FUNDS	$ 8,755,840.61	$ 8,730,537.00	$ 25,303.61
IIIT MONEY MARKET FUNDS	1,758,765.57	710,403.69	1,048,361.88
U. S. TREASURY INVESTMENTS	57,585,934.42	57,208,093.37	377,841.05
U. S. AGENCY INVESTMENTS	6,949,551.47	6,937,636.53	11,914.94
MUNICIPAL BONDS	2,170,410.36	1,600,457.36	569,953.00
COMMERCIAL PAPER	4,954,694.17	4,935,964.99	18,729.18
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	33,338,208.65	33,662,083.17	(323,874.52)
CERTIFICATES OF DEPOSIT	0.00	0.00	-
CORPORATE NOTES	29,569,439.45	30,803,053.84	(1,233,614.39)
TOTAL INVESTMENTS	$ 145,082,844.70	$ 144,588,229.95	$ 494,614.75
DWC TOTAL CASH AND INVESTMENTS	$ 147,428,473.83	$ 149,768,536.10	$ (2,340,062.27)
WATERLINK CASH	$ 9,946,720.98	$ 10,648,728.16	$ (702,007.18)
WATERLINK INVESTMENTS	25,119,430.00	25,024,431.48	94,998.52
WATERLINK ESCROW	$ 35,066,150.98	$ 35,673,159.64	$ (607,008.66)

	5/31/2025	4/30/2025	% CHANGE
IIIT MONEY MARKET FUNDS	1.2%	0.5%	147.6%
BMO HARRIS MONEY MARKET FUNDS	6.0%	6.0%	0.3%
U. S. TREASURY INVESTMENTS	39.7%	39.6%	0.7%
U. S. AGENCY INVESTMENTS	4.8%	4.8%	0.2%
MUNICIPAL BONDS	1.5%	1.1%	35.6%
COMMERCIAL PAPER	3.4%	3.4%	0.4%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	23.0%	23.3%	-1.0%
CERTIFICATES OF DEPOSIT	0.0%	0.0%	N/A
CORPORATE NOTES	20.4%	21.3%	-4.0%
TOTAL INVESTMENTS	100.0%	100.0%	0.3%

Note 1 - Investments are carried at amortized cost.

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
May 31, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 05/31/25
Water Fund Oper. & Maint. Acct. (01-121103)										
BMO Harris - Money Market	3.413%	05/31/25	06/01/25	1	3.413%	$ 8,755,840.61	$ 8,755,840.61	0.00	$ 8,755,840.61	-
Water Fund General Account (01-121700)										
IIIT - Money Market	4.276%	05/31/25	06/01/25	1	4.276%	360,659.48	360,659.48	0.00	360,659.48	-
Credit Agricole CIB NY	0.000%	01/16/25	06/20/25	20	4.330%	1,000,000.00	981,356.94	16,357.78	997,714.72	-
Credit Indust ET NY	0.000%	01/15/25	07/14/25	44	4.350%	1,000,000.00	978,250.00	16,554.17	994,804.17	-
Cooperative Rabobank	0.000%	01/16/25	08/18/25	79	4.320%	1,000,000.00	974,320.00	16,320.00	990,640.00	-
Natixis NY	0.000%	01/16/25	09/12/25	104	4.340%	1,000,000.00	971,187.22	16,395.56	987,582.78	-
MUFG Bank LTD	0.000%	01/16/25	10/10/25	132	4.410%	1,000,000.00	967,292.50	16,660.00	983,952.50	-
	Weighted Avg Maturity			71	4.345%	$ 5,360,659.48	$ 5,233,066.14	$ 82,287.51	$ 5,315,353.65	$ -
Water Fund Operating Reserve (01-121800)										
IIIT - Money Market	4.276%	05/31/25	06/01/25	1	4.276%	527,997.79	527,997.79	0.00	527,997.79	-
US Treasury Notes	0.625%	11/02/21	07/31/26	426	1.120%	115,000.00	112,354.10	1,996.27	114,350.37	240.25
US Treasury Notes	0.750%	01/05/22	08/31/26	457	1.350%	750,000.00	729,902.34	14,703.59	744,605.93	1,421.54
US Treasury Notes	0.875%	12/02/21	09/30/26	487	1.210%	600,000.00	590,648.44	6,767.79	597,416.23	889.34
US Treasury Notes	4.125%	03/13/25	10/31/26	518	4.050%	400,000.00	400,484.38	(62.97)	400,421.41	1,434.78
US Treasury Notes	1.250%	02/14/22	11/30/26	548	1.920%	925,000.00	896,563.48	19,548.08	916,111.56	31.59
US Treasury Notes	1.250%	02/14/22	12/30/26	578	1.930%	800,000.00	774,937.50	16,928.80	791,866.30	4,198.90
US Treasury Notes	2.250%	10/10/24	02/15/27	625	3.950%	75,000.00	72,161.13	749.57	72,910.70	494.13
US Treasury Notes	4.125%	05/06/25	02/28/27	638	3.880%	535,000.00	537,236.13	(84.12)	537,152.01	5,577.16
US Treasury Notes	4.500%	03/13/25	05/15/27	714	3.960%	530,000.00	535,879.69	(571.28)	535,308.41	1,101.77
US Treasury Notes	2.375%	07/06/22	05/15/27	714	2.910%	650,000.00	634,333.99	9,369.58	643,703.57	713.15
US Treasury Notes	2.625%	06/03/22	05/31/27	730	2.920%	750,000.00	739,716.80	6,171.05	745,887.85	53.79
US Treasury Notes	2.625%	10/11/24	05/31/27	730	3.910%	775,000.00	750,236.33	5,768.81	756,005.14	55.58
US Treasury Notes	3.250%	08/05/22	06/30/27	760	2.780%	850,000.00	868,062.50	(10,403.60)	857,658.90	11,599.45
US Treasury Notes	3.375%	10/03/24	09/15/27	837	3.520%	600,000.00	597,492.19	541.64	598,033.83	4,292.12
US Treasury Notes	3.500%	02/02/23	01/31/28	975	3.640%	650,000.00	645,962.89	1,881.33	647,844.22	7,604.28
US Treasury Notes	2.750%	09/03/24	02/15/28	990	3.750%	2,625,000.00	2,540,712.89	17,240.68	2,557,953.57	21,137.78
US Treasury Notes	1.125%	08/02/24	02/29/28	1,004	3.990%	440,000.00	398,371.87	9,163.36	407,535.23	1,250.95
US Treasury Notes	3.750%	04/29/25	04/15/28	1,050	3.730%	185,000.00	185,108.40	(3.06)	185,105.34	890.88
US Treasury Notes	3.500%	05/02/23	04/30/28	1,065	3.600%	1,500,000.00	1,493,320.31	2,785.34	1,496,105.65	4,565.22
US Treasury Notes	3.750%	05/21/25	05/15/28	1,080	3.940%	210,000.00	208,900.78	10.88	208,911.66	363.79
US Treasury Notes	3.625%	06/05/23	05/31/28	1,096	3.700%	750,000.00	747,539.06	981.94	748,521.00	74.28
US Treasury Notes	4.375%	11/05/24	08/31/28	1,188	4.190%	1,100,000.00	1,107,003.91	(977.01)	1,106,026.90	12,162.02
US Treasury Notes	1.500%	01/04/24	11/30/28	1,279	3.970%	975,000.00	868,473.64	30,554.99	899,028.63	39.96
US Treasury Notes	1.375%	02/05/24	12/31/28	1,310	4.020%	1,100,000.00	971,652.34	34,541.36	1,006,193.70	6,350.83
US Treasury Notes	4.000%	12/05/24	10/31/29	1,614	4.150%	1,200,000.00	1,192,078.13	722.64	1,192,800.77	4,173.91
US Treasury Notes	3.875%	02/07/25	11/30/29	1,644	4.340%	1,000,000.00	980,156.25	1,170.12	981,326.37	105.87
US Treasury Notes	3.875%	01/07/25	12/31/29	1,675	4.360%	775,000.00	758,289.06	1,218.35	759,507.41	12,609.81
US Treasury Notes	3.500%	03/04/25	01/31/30	1,706	4.070%	1,000,000.00	974,726.56	1,152.99	975,879.55	11,698.90
US Treasury Notes	1.500%	04/03/25	02/15/30	1,721	3.900%	700,000.00	626,199.22	2,257.99	628,457.21	3,074.59
FL ST Board of Admin Txbl Rev	1.258%	09/16/20	07/01/25	31	1.110%	100,000.00	100,707.00	(694.70)	100,012.30	524.17
FL ST Board of Admin Txbl Rev	1.258%	09/16/20	07/01/25	31	1.260%	410,000.00	410,000.00	0.00	410,000.00	2,149.08
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	653	2.890%	185,000.00	185,000.00	0.00	185,000.00	1,127.92
NYC Transitional	4.619%	05/29/25	05/01/29	1,431	4.620%	145,000.00	145,000.00	0.00	145,000.00	37.21
FN AL2092	3.000%	03/06/18	07/01/27	761	2.980%	34,529.34	34,572.51	(33.25)	34,539.26	86.32
FN AP4718	2.500%	07/20/18	08/01/27	792	2.750%	38,724.52	37,956.08	579.51	38,535.59	80.68
Fannie Mae Pool	3.500%	04/05/18	02/01/28	976	3.230%	58,840.03	60,182.32	(971.27)	59,211.05	171.62
Fannie Mae Pool	3.500%	04/05/18	03/01/28	1,005	3.230%	11,146.18	11,400.45	(182.45)	11,218.00	32.51
FR ZT1267	2.500%	08/21/19	05/01/28	1,066	2.320%	43,758.81	44,367.33	(401.18)	43,966.15	91.16
FN CA1940	4.000%	07/11/18	06/01/28	1,097	3.640%	49,628.48	51,101.82	(1,019.37)	50,082.45	165.43
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	1,127	2.720%	71,220.11	73,034.00	(1,281.55)	71,752.45	178.05
FG J32374	2.500%	02/17/22	11/01/28	1,250	2.220%	117,172.23	119,222.75	(999.93)	118,222.82	244.11
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,370	3.630%	34,057.67	35,106.01	(649.00)	34,457.01	113.53
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,676	3.000%	33,673.73	35,652.06	(1,344.99)	34,307.07	98.22
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,888	2.630%	71,391.83	74,526.37	(2,002.29)	72,524.08	178.48
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,980	2.960%	70,889.17	75,485.89	(2,890.45)	72,595.44	206.76
FR ZS7331	3.000%	02/13/20	12/01/30	2,010	2.600%	132,922.35	137,948.48	(2,448.10)	135,500.38	332.31
FN FM1082	3.000%	08/19/19	09/01/31	2,284	2.720%	83,148.33	85,551.84	(1,148.21)	84,403.63	207.87
FG G16720	3.500%	01/25/19	11/01/31	2,345	3.340%	71,367.30	72,515.87	(569.05)	71,946.82	208.15
FG G16635	3.000%	04/18/19	02/01/32	2,437	2.930%	127,577.72	128,589.38	(482.14)	128,107.24	318.94
FN FS2986	4.000%	10/21/22	10/01/32	2,680	4.370%	240,301.70	233,167.74	1,860.69	235,028.43	801.01

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 05/31/25
Fannie Mae Pool	3.500%	02/13/18	01/01/33	2,772	3.300%	79,836.45	81,682.67	(901.15)	80,781.52	232.86
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,803	3.730%	27,921.62	28,763.64	(399.73)	28,363.91	93.07
FN CA1455	4.000%	12/20/18	03/01/33	2,831	3.760%	103,319.96	106,007.90	(1,214.65)	104,793.25	344.40
FN BM5830	3.500%	06/05/19	04/01/34	3,227	3.180%	131,764.29	136,705.45	(1,980.35)	134,725.10	384.31
FN FM0047	3.000%	06/17/21	12/01/34	3,471	2.450%	156,632.98	166,544.91	(2,899.46)	163,645.45	391.58
FN FM2694	3.000%	06/05/19	03/01/35	3,561	2.570%	164,530.63	173,374.15	(3,055.93)	170,318.22	411.33
FR SB0759	4.500%	10/18/22	03/01/35	3,561	4.630%	180,007.45	177,757.36	473.94	178,231.30	675.03
FR SB0364	3.500%	06/21/21	06/01/35	3,653	2.830%	146,587.72	157,948.27	(3,191.78)	154,756.49	427.55
FR SB0666	4.000%	05/13/22	06/01/35	3,653	3.750%	281,634.64	289,027.56	(1,714.25)	287,313.31	938.78
FN FM3701	2.500%	07/27/20	07/01/35	3,683	2.040%	149,402.79	158,156.85	(2,826.09)	155,330.76	311.26
FR SB0361	3.000%	03/20/23	07/01/35	3,683	3.530%	257,086.82	243,629.93	2,394.69	246,024.62	642.72
FN FM5714	4.000%	03/19/21	11/01/35	3,806	3.230%	112,995.42	123,094.39	(2,880.50)	120,213.89	376.65
FHMS K061 A2	3.347%	05/24/23	11/01/26	519	4.310%	496,891.42	481,596.47	8,817.94	490,414.41	1,385.91
FHMS K063 A2	3.430%	05/24/23	01/01/27	580	4.340%	735,000.00	712,749.02	12,245.62	724,994.64	2,100.88
FHLMC Multifamily Structured Pool	3.243%	06/13/23	04/01/27	670	4.440%	765,000.00	733,055.27	16,247.75	749,303.02	2,067.41
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	945	4.070%	522,916.45	508,086.87	735.28	508,822.15	1,266.27
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	1,097	3.400%	310,599.19	310,595.45	1.81	310,597.26	880.03
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	1,127	4.580%	692,516.00	680,775.69	4,319.18	685,094.87	2,413.15
FHMS K512 A2	5.000%	12/21/23	11/01/28	1,250	4.780%	365,000.00	368,408.37	(913.50)	367,494.87	1,520.83
FHMS KJ45 A1	4.455%	05/25/23	11/01/28	1,250	4.460%	629,077.78	629,076.51	0.47	629,076.98	2,335.45
FHMS KJ43 A1	4.377%	12/15/22	12/01/28	1,280	4.380%	515,884.70	515,875.92	3.58	515,879.50	1,881.69
FHMS KJ44 A1	4.558%	02/23/23	01/25/29	1,335	4.560%	316,454.73	316,444.95	3.75	316,448.70	1,202.00
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,370	4.200%	375,000.00	346,567.38	845.87	347,413.25	662.50
FHMS K522 A2	4.803%	06/13/24	05/01/29	1,431	4.800%	500,000.00	499,998.50	1.50	500,000.00	2,001.25
FHMS KJ42 A1	3.902%	09/15/22	07/01/29	1,492	3.900%	376,883.38	376,869.04	5.67	376,874.71	1,225.50
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,492	4.330%	450,000.00	454,209.30	(614.42)	453,594.88	1,703.63
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,492	4.520%	515,000.00	468,368.36	7,333.48	475,701.84	1,076.35
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,554	4.340%	300,000.00	305,996.10	(686.46)	305,309.64	1,197.75
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	1,919	5.010%	526,132.86	526,117.61	4.02	526,121.63	2,195.29
FHR 4096 PA	1.375%	02/21/20	08/01/27	792	1.490%	73,074.28	72,480.55	418.41	72,898.96	83.73
FNR 2012-107 GA	1.500%	12/03/19	09/01/27	823	1.690%	18,520.42	18,264.31	180.07	18,444.38	23.15
FHS 287 150	1.500%	12/21/17	10/01/27	853	1.840%	35,671.76	34,601.61	811.11	35,412.72	44.59
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	945	1.440%	40,721.01	40,143.60	385.01	40,528.61	42.42
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	1,066	1.860%	97,660.04	96,836.03	533.18	97,369.21	142.42
FNR 2013-19 GE	2.500%	10/25/19	03/01/33	2,831	2.400%	108,868.61	110,059.36	(496.29)	109,563.07	226.81
FHR 5050 XL	1.000%	02/11/22	07/01/36	4,049	1.180%	182,534.14	183,432.55	(364.75)	183,067.80	456.34
FHR 5050 XL	1.000%	07/19/24	07/01/36	4,049	1.820%	141,193.74	137,840.39	768.29	138,608.68	117.66
FHR 4877 CA	3.000%	05/03/19	04/01/34	3,227	2.960%	300,690.39	274,145.07	1,571.25	275,716.32	250.58
FHR 3745 NP	4.000%	09/12/19	06/01/39	5,114	3.740%	1,766.29	1,829.42	(18.24)	1,811.18	5.89
FHR 5050 XA	1.000%	07/24/24	07/01/39	5,144	1.690%	357,105.56	324,631.27	1,480.77	326,112.04	297.59
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,814	1.550%	378,609.52	347,965.81	1,240.18	349,205.99	315.51
FNR 2013-75 PC	2.500%	04/15/20	04/01/43	6,514	2.200%	148,100.23	156,106.90	(1,779.16)	154,327.74	308.54
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,306	2.400%	73,444.37	74,844.41	(291.67)	74,552.74	153.01
FNR 2016-19 AH	3.000%	07/08/20	04/01/46	7,610	2.580%	68,864.67	74,360.40	(1,040.89)	73,319.51	172.16
FHR 5000 LB	1.250%	08/07/20	07/01/46	7,701	1.160%	174,508.31	177,943.94	(635.79)	177,308.15	181.78
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,824	1.830%	111,491.90	115,568.33	(766.50)	114,801.83	185.82
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,706	3.840%	649,472.46	614,284.25	1,150.72	615,434.97	1,894.29
Federal Home Loan Bank Notes	1.100%	07/20/22	08/20/26	446	3.410%	770,000.00	702,617.30	47,259.57	749,876.87	2,376.31
Federal Home Loan Bank Notes	1.100%	08/03/22	08/20/26	446	3.000%	770,000.00	714,521.50	38,762.60	753,284.10	2,376.31
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	620	3.370%	740,000.00	662,492.40	48,207.71	710,700.11	1,893.78
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	634	3.240%	780,000.00	707,608.20	44,689.04	752,297.24	2,143.70
American Express Co	1.650%	06/20/24	11/04/26	522	5.270%	220,000.00	202,474.80	6,740.67	209,215.47	272.25
Goldman Sachs Group Inc	3.500%	05/14/24	11/16/26	534	5.430%	255,000.00	243,619.35	4,573.83	248,193.18	371.88
American Honda Finance	4.900%	03/14/24	03/12/27	650	4.890%	100,000.00	100,041.00	(15.90)	100,025.10	1,075.28
American Honda Finance	4.900%	03/13/24	03/12/27	650	4.920%	115,000.00	114,936.75	24.72	114,961.47	1,236.57
Hormel Foods	4.800%	08/09/24	03/30/27	668	4.400%	250,000.00	251,990.00	(606.34)	251,383.66	2,033.33
BP Cap Markets America	3.588%	05/17/24	04/14/27	683	4.950%	250,000.00	240,860.00	3,118.88	243,978.88	1,171.08
JP Morgan Chase	1.158%	05/20/24	04/22/27	691	4.150%	400,000.00	371,984.00	9,503.15	381,487.15	683.80
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	720	5.410%	100,000.00	100,000.00	0.00	100,000.00	150.39

DuPAGE WATER COMMISSION
INVESTMENTS
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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 05/31/25
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	741	5.090%	330,000.00	330,000.00	0.00	330,000.00	7,927.24
John Deere Capital	4.900%	06/11/24	06/11/27	741	4.950%	375,000.00	374,535.00	143.94	374,678.94	8,677.08
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	741	5.040%	395,000.00	395,477.95	(146.94)	395,331.01	9,488.67
Analog Devices In	3.450%	09/27/24	06/15/27	745	3.960%	260,000.00	256,586.20	817.74	257,403.94	4,136.17
American Honda Finance	4.900%	07/10/24	07/09/27	769	4.950%	345,000.00	344,554.95	126.07	344,681.02	6,668.08
Aust & NZ Banking Group NY	4.900%	07/16/24	07/16/27	776	4.900%	590,000.00	590,000.00	0.00	590,000.00	10,841.25
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	786	4.600%	250,000.00	249,992.50	2.43	249,994.93	3,993.06
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	786	4.590%	250,000.00	250,090.00	(24.59)	250,065.41	3,993.06
BMW US Capital	4.600%	08/13/24	08/13/27	804	4.600%	185,000.00	184,985.20	4.08	184,989.28	2,553.00
Accenture Capital	3.900%	10/04/24	10/04/27	856	3.950%	70,000.00	69,909.70	18.98	69,928.68	432.25
Toyota Motor Credit Corp	4.500%	10/10/24	10/08/27	860	4.340%	200,000.00	200,078.00	(15.59)	200,062.41	1,280.83
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	867	4.450%	345,000.00	345,000.00	0.00	345,000.00	1,960.39
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	867	4.450%	425,000.00	424,953.25	9.84	424,963.09	2,414.97
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	898	4.940%	375,000.00	374,587.50	70.52	374,658.02	816.67
UBS AG Stamford Ct	4.864%	01/10/25	01/10/28	954	4.860%	250,000.00	250,000.00	0.00	250,000.00	4,762.67
National Rural Util Corp	4.750%	02/07/25	02/07/28	982	4.770%	100,000.00	99,956.00	4.41	99,960.41	1,504.17
National Rural Util Corp	4.750%	02/07/25	02/07/28	982	4.650%	130,000.00	130,344.50	(35.30)	130,309.20	1,955.42
Eli Lilly & Co	4.550%	02/12/25	02/12/28	987	4.570%	225,000.00	224,856.00	14.14	224,870.14	3,099.69
Hershey Co	4.550%	02/24/25	02/24/28	999	4.570%	105,000.00	104,927.55	6.35	104,933.90	1,287.27
Cisco Systems Inc	4.550%	02/24/25	02/24/28	999	4.560%	170,000.00	169,943.90	5.17	169,949.07	2,084.15
Chevron USA	4.475%	02/26/25	02/26/28	1,001	4.480%	205,000.00	205,000.00	0.00	205,000.00	2,420.85
State Street Corp	4.530%	02/28/25	02/28/28	1,003	4.540%	400,000.00	400,000.00	0.00	400,000.00	4,637.93
Mars Inc	4.600%	03/12/25	03/01/28	1,005	4.600%	95,000.00	94,999.05	0.22	94,999.27	958.97
Mars Inc	4.600%	03/12/25	03/01/28	1,005	4.530%	150,000.00	150,295.50	(21.11)	150,274.39	1,514.17
Johnson & Johnson	4.550%	03/04/25	03/01/28	1,005	4.270%	260,000.00	261,983.80	(156.02)	261,827.78	3,318.97
Paccar Financial	4.550%	03/03/25	03/03/28	1,007	4.570%	385,000.00	384,765.15	18.97	384,784.12	4,282.06
Commonwealth Bk	4.423%	03/14/25	03/14/28	1,018	4.420%	300,000.00	300,000.00	0.00	300,000.00	2,838.09
Citigroup Inc	4.643%	05/07/25	05/07/28	1,072	4.640%	390,000.00	390,000.00	0.00	390,000.00	1,207.18
Cummins Inc	4.250%	05/09/25	05/09/28	1,074	4.280%	25,000.00	24,982.50	0.34	24,982.84	64.93
Astrazeneca Finance LLC	1.750%	05/07/25	05/28/28	1,093	4.260%	200,000.00	185,772.00	289.13	186,061.13	29.17
National Secs Clearing	5.000%	04/23/25	05/30/28	1,095	4.310%	250,000.00	254,195.00	(136.26)	254,058.74	34.72
HSBC USA	**4.650%**	**06/03/25**	**06/03/28**	**1,099**	**4.650%**	**400,000.00**	**400,032.00**	**0.00**	**400,032.00**	-
Bristol-Myers Squibb	4.900%	04/16/25	02/22/29	1,363	4.510%	200,000.00	202,738.00	(83.39)	202,654.61	2,695.00
Astrazeneca Finance LLC	4.850%	04/16/25	02/26/29	1,367	4.510%	200,000.00	202,340.00	(71.01)	202,268.99	2,559.72
American Express Co	4.731%	04/25/25	04/25/29	1,425	4.730%	220,000.00	220,000.00	0.00	220,000.00	1,040.82
Bank of America Corp	4.623%	05/09/25	05/09/29	1,439	4.620%	390,000.00	390,000.00	0.00	390,000.00	1,101.82
BMW US Capital	5.050%	03/21/25	03/21/30	1,755	5.060%	190,000.00	189,950.60	2.11	189,952.71	1,865.69
State Street Corp	4.834%	04/24/25	04/24/30	1,789	4.830%	95,000.00	95,000.00	0.00	95,000.00	471.99
State Street Corp	4.834%	04/24/25	04/24/30	1,789	4.700%	260,000.00	261,588.60	(29.75)	261,558.85	1,291.75
Walmart	4.350%	04/28/25	04/28/30	1,793	4.390%	145,000.00	144,749.15	4.24	144,753.39	578.19
Toyota Motor Credit Corp	4.800%	05/15/25	05/15/30	1,810	4.830%	195,000.00	194,777.70	2.06	194,779.76	416.00
National Secs Clearing	4.700%	05/20/25	05/20/30	1,815	4.710%	415,000.00	414,742.70	2.57	414,745.27	595.99
Citibank NA	4.914%	05/29/25	05/29/30	1,824	4.910%	250,000.00	250,000.00	0.00	250,000.00	68.25
	Weighted Avg Maturity			1,365	3.806%	$ 54,114,722.27	$ 52,952,247.34	$ 395,830.64	$ 53,348,077.98	$ 292,460.90
Water Fund L-T Water Capital Reserve (01-121900)										
IIIT - Money Market (PFM Asset Management)	4.276%	05/31/25	06/01/25	1	4.276%	351,762.70	351,762.70	0.00	351,762.70	-
US Treasury Notes	4.125%	05/06/25	02/28/27	638	3.880%	100,000.00	100,417.97	(15.73)	100,402.24	1,042.46
US Treasury Notes	4.500%	03/13/25	05/15/27	714	3.960%	275,000.00	278,050.78	(296.42)	277,754.36	571.67
US Treasury Notes	0.625%	01/05/21	12/31/27	944	0.660%	200,000.00	199,476.56	329.79	199,806.35	524.86
US Treasury Notes	3.750%	05/21/25	05/15/28	1,080	3.940%	110,000.00	109,424.22	5.70	109,429.92	190.56
US Treasury Notes	2.875%	04/05/21	05/15/28	1,080	1.420%	300,000.00	329,390.63	(17,170.02)	312,220.61	398.44
US Treasury Notes	1.250%	06/04/21	05/31/28	1,096	1.230%	275,000.00	275,365.23	(208.39)	275,156.84	9.39
US Treasury Notes	1.250%	10/03/24	05/31/28	1,096	3.550%	300,000.00	276,562.50	4,012.01	280,574.51	10.25
US Treasury Notes	1.000%	08/02/21	07/31/28	1,157	0.990%	400,000.00	400,203.13	(111.15)	400,091.98	1,337.02
US Treasury Notes	1.125%	09/02/21	08/31/28	1,188	1.070%	400,000.00	401,359.38	(727.59)	400,631.79	1,137.23
US Treasury Notes	3.125%	05/01/19	11/15/28	1,264	2.470%	150,000.00	158,320.31	(5,304.94)	153,015.37	216.54
US Treasury Notes	1.138%	01/05/22	12/31/28	1,310	1.580%	50,000.00	49,320.31	331.06	49,651.37	288.67
US Treasury Notes	2.625%	06/03/19	02/15/29	1,356	2.120%	100,000.00	104,406.25	(2,721.10)	101,685.15	768.65
US Treasury Notes	2.625%	04/01/19	02/15/29	1,356	2.490%	150,000.00	151,769.53	(1,104.61)	150,664.92	1,152.97
US Treasury Notes	2.750%	06/03/22	05/31/29	1,461	2.950%	250,000.00	246,933.59	1,313.49	248,247.08	18.78
US Treasury Notes	3.250%	07/06/22	06/30/29	1,491	2.870%	500,000.00	511,992.19	(4,987.74)	507,004.45	6,823.20
US Treasury Notes	4.000%	08/23/24	10/31/29	1,614	3.750%	550,000.00	556,359.38	(871.14)	555,488.24	1,913.04
US Treasury Notes	4.000%	03/05/24	10/31/29	1,614	4.290%	600,000.00	591,398.44	1,886.01	593,284.45	2,086.96
US Treasury Notes	1.750%	02/03/20	11/15/29	1,629	1.560%	250,000.00	254,355.47	(2,369.83)	251,985.64	202.11
US Treasury Notes	3.500%	02/02/23	01/31/30	1,706	3.590%	350,000.00	348,044.92	650.42	348,695.34	4,094.61
US Treasury Notes	1.500%	03/04/22	02/15/30	1,721	1.820%	500,000.00	488,164.06	4,828.09	492,992.15	2,196.13
US Treasury Notes	3.625%	08/02/24	03/31/30	1,765	3.940%	600,000.00	590,460.94	1,272.06	591,733.00	3,684.43
US Treasury Notes	0.625%	06/29/20	05/15/30	1,810	0.650%	250,000.00	249,414.06	292.00	249,706.06	72.18
US Treasury Notes	0.625%	11/03/21	08/15/30	1,902	1.500%	250,000.00	232,148.44	7,266.46	239,414.90	457.53
US Treasury Notes	4.125%	02/06/24	08/31/30	1,918	3.870%	150,000.00	152,238.28	(448.96)	151,789.32	1,563.69
US Treasury Notes	4.125%	10/29/24	08/31/30	1,918	4.130%	150,000.00	149,929.69	6.52	149,936.21	1,563.69
US Treasury Notes	4.125%	11/05/24	08/31/30	1,918	4.220%	625,000.00	621,777.34	283.10	622,060.44	6,515.37

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
May 31, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 05/31/25
US Treasury Notes	4.625%	09/03/24	09/30/30	1,948	3.750%	675,000.00	706,851.56	(3,522.36)	703,329.20	5,288.42
US Treasury Notes	0.875%	12/11/20	11/15/30	1,994	0.880%	200,000.00	199,867.19	59.75	199,926.94	80.84
US Treasury Notes	3.750%	01/04/24	12/31/30	2,040	3.960%	600,000.00	592,242.19	1,398.77	593,640.96	9,447.51
US Treasury Notes	1.250%	11/03/21	08/15/31	2,267	1.540%	250,000.00	243,369.14	2,423.21	245,792.35	915.06
US Treasury Notes	3.750%	12/30/24	08/31/31	2,283	4.510%	190,000.00	181,746.88	449.73	182,196.61	1,800.61
US Treasury Notes	1.375%	02/22/22	11/15/31	2,359	1.940%	450,000.00	427,517.58	7,561.64	435,079.22	285.84
US Treasury Notes	2.875%	06/03/22	05/15/32	2,541	2.910%	100,000.00	99,714.84	85.85	99,800.69	132.81
US Treasury Notes	2.750%	01/04/24	08/15/32	2,633	3.990%	875,000.00	796,796.88	12,776.98	809,573.86	7,045.93
US Treasury Notes	4.125%	12/29/22	11/15/32	2,725	3.850%	200,000.00	204,539.06	(1,113.07)	203,425.99	381.11
US Treasury Notes	4.500%	03/04/25	11/15/33	3,090	4.220%	240,000.00	244,762.50	(109.89)	244,652.61	498.91
US Treasury Notes	4.250%	04/03/25	11/15/34	3,455	4.150%	200,000.00	201,515.63	(19.35)	201,496.28	392.66
US Treasury Notes	4.250%	02/06/25	11/15/34	3,455	4.550%	270,000.00	263,714.06	163.33	263,877.39	530.10
FL ST Board of Admin Txbl Rev	1.258%	09/16/20	07/01/25	31	1.260%	115,000.00	115,000.00	0.00	115,000.00	602.79
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	653	2.890%	55,000.00	55,000.00	0.00	55,000.00	335.33
NYC Transitional	4.930%	05/29/25	05/01/31	2,161	4.930%	150,000.00	150,000.00	0.00	150,000.00	41.08
New York H	5.171%	04/29/25	02/01/32	2,437	5.170%	300,000.00	300,000.00	0.00	300,000.00	1,378.93
Oregon St B	4.891%	04/29/25	05/01/32	2,527	4.890%	75,000.00	75,000.00	0.00	75,000.00	326.07
NYC Transitional	5.030%	05/29/25	05/01/32	2,527	5.030%	150,000.00	150,000.00	0.00	150,000.00	41.92
FR ZT1267	2.500%	08/21/19	05/01/28	1,066	2.320%	11,397.65	11,556.15	(104.49)	11,451.66	23.75
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	1,127	2.720%	16,435.39	16,853.98	(295.74)	16,558.24	41.09
FG J32374	2.500%	02/17/22	11/01/28	1,250	2.220%	35,927.35	36,556.07	(306.59)	36,249.48	74.85
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,370	3.630%	7,224.36	7,446.73	(137.67)	7,309.06	24.08
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,676	3.000%	8,319.42	8,808.19	(332.30)	8,475.89	24.26
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,888	2.630%	10,708.80	11,178.99	(300.35)	10,878.64	26.77
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,980	2.960%	11,700.22	12,458.90	(477.07)	11,981.83	34.13
FR ZS7331	3.000%	02/13/20	12/01/30	2,010	2.600%	33,937.63	35,220.89	(625.04)	34,595.85	84.84
FN FM1082	3.000%	08/19/19	09/01/31	2,284	2.720%	21,194.72	21,807.37	(292.68)	21,514.69	52.99
FG G16635	3.000%	04/18/19	02/01/32	2,437	2.930%	27,338.10	27,554.86	(103.30)	27,451.56	68.35
FN FS2986	4.000%	10/21/22	10/01/32	2,680	4.370%	79,220.34	76,868.48	613.41	77,481.89	264.07
FN BM5462	3.000%	06/21/19	11/01/32	2,711	2.800%	32,392.91	33,126.82	(324.56)	32,802.26	80.98
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,803	3.730%	8,591.17	8,850.22	(122.98)	8,727.24	28.64
FN CA1455	4.000%	12/20/18	03/01/33	2,831	3.760%	23,157.89	23,760.35	(272.25)	23,488.10	77.19
FN BM5830	3.500%	06/05/19	04/01/34	3,227	3.180%	32,941.08	34,176.37	(495.08)	33,681.29	96.08
FN FM0047	3.000%	06/17/21	12/01/34	3,471	2.450%	47,948.83	50,983.09	(887.59)	50,095.50	119.87
FR SB0759	4.500%	10/18/22	03/01/35	3,561	4.630%	64,288.38	63,484.77	169.26	63,654.03	241.08
FR SB0364	3.500%	06/21/21	06/01/35	3,653	2.830%	43,825.23	47,221.68	(954.24)	46,267.44	127.82
FR SB0666	4.000%	05/17/22	06/01/35	3,653	3.750%	87,678.71	89,980.27	(533.68)	89,446.59	292.26
FN FM3701	2.500%	07/27/20	07/01/35	3,683	2.040%	40,552.20	42,928.31	(767.08)	42,161.23	84.48
FR SB0361	3.000%	03/20/23	07/01/35	3,683	3.530%	83,592.65	79,217.09	778.65	79,995.74	208.98
FN FM5714	4.000%	03/19/21	11/01/35	3,806	3.230%	30,957.61	33,724.44	(789.17)	32,935.27	103.19
FR SB1478	5.000%	04/10/25	02/01/40	5,359	4.960%	270,539.28	271,765.17	(7.58)	271,757.59	1,127.25
FN FM8086	3.500%	10/15/21	07/01/51	9,527	3.090%	132,812.17	143,291.88	(1,268.13)	142,023.75	387.37
FHMS K737 A1	2.116%	01/22/20	06/01/26	366	2.030%	13,097.11	13,162.52	(54.51)	13,108.01	23.09
FHMS K058 A2	2.653%	04/12/23	08/01/26	427	4.020%	240,000.00	229,893.75	6,407.01	236,300.76	530.60
FHMS K061 A2	3.347%	05/24/23	11/01/26	519	4.310%	164,022.40	158,973.58	2,910.78	161,884.36	457.49
FHMS K063 A2	3.430%	05/24/23	01/01/27	580	4.340%	245,000.00	237,583.01	4,081.87	241,664.88	700.29
FHLMC Multifamily Structured Pool	3.243%	06/13/23	04/01/27	670	4.440%	265,000.00	253,934.18	5,628.30	259,562.48	716.16
FHMS K070 A2	3.303%	07/05/24	11/01/27	884	4.930%	275,000.00	261,325.20	3,417.38	264,742.58	756.94
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	1,097	3.400%	103,533.03	103,531.75	0.62	103,532.37	293.34
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	1,127	4.580%	243,574.60	239,445.24	1,519.16	240,964.40	848.76
FHMS K508 A2	4.740%	10/19/23	08/01/28	1,158	5.260%	250,000.00	244,516.00	1,669.54	246,185.54	987.50
FHMS K506 A2	4.650%	09/14/23	08/01/28	1,158	4.990%	255,000.00	251,227.79	1,198.83	252,426.62	988.13
FHMS K509 A2	4.850%	10/31/23	09/01/28	1,189	5.600%	190,000.00	183,942.23	1,708.31	185,650.54	767.92
FHMS K507 A2	4.800%	09/28/23	09/01/28	1,189	5.070%	250,000.00	247,011.75	885.54	247,897.29	1,000.00
FHMS K510 A2	5.069%	11/21/23	10/01/28	1,219	5.140%	90,000.00	89,739.81	73.57	89,813.38	380.18
FHMS K511 A2	4.860%	12/07/23	10/25/28	1,243	4.930%	140,000.00	139,597.78	111.76	139,709.54	567.00
FHMS K512 A2	5.000%	12/21/23	11/01/28	1,250	4.780%	119,497.45	111,556.02	3,377.47	114,933.49	298.74
FHMS K750 A1	3.000%	11/03/22	11/01/28	1,250	4.260%	130,000.00	131,213.94	(325.36)	130,888.58	541.67
FHMS KJ45 A1	4.455%	05/25/23	11/01/28	1,250	4.460%	208,215.91	208,215.49	0.16	208,215.65	773.00
FHMS KJ43 A1	4.377%	12/15/22	12/01/28	1,280	4.380%	169,451.19	169,448.30	1.18	169,449.48	618.07
FHMS K514 A2	4.572%	06/06/24	12/01/28	1,280	4.960%	265,000.00	260,859.38	816.30	261,675.68	1,009.65
FHMS KJ44 A1	4.558%	02/23/23	01/25/29	1,335	4.560%	100,898.60	100,895.44	1.22	100,896.66	383.25
FHMS K752 A1	4.284%	08/24/23	01/01/29	1,311	4.910%	109,306.54	106,077.75	1,054.20	107,131.95	390.22
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,370	4.200%	200,000.00	184,835.94	451.13	185,287.07	353.33
FHMS K522 A2	4.803%	06/13/24	05/01/29	1,431	4.800%	260,000.00	259,999.22	0.78	260,000.00	1,040.65
FHMS KJ42 A1	3.902%	09/15/22	07/01/29	1,492	3.900%	122,706.22	122,701.55	1.85	122,703.40	399.00
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,492	4.330%	240,000.00	242,244.96	(327.69)	241,917.27	908.60
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,492	4.550%	270,000.00	245,552.34	3,844.74	249,397.08	564.30
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,554	4.340%	160,000.00	163,197.92	(366.11)	162,831.81	638.80
FHMS K120 A1	0.892%	04/01/24	07/01/30	1,857	3.340%	242,438.92	208,970.98	5,650.57	214,621.55	180.21

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
May 31, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 05/31/25
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	1,919	5.010%	183,002.73	182,997.42	1.41	182,998.83	763.58
FHR 4096 PA	1.375%	02/21/20	08/01/27	792	1.490%	18,950.47	18,796.49	108.51	18,905.00	21.71
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	945	1.440%	10,504.00	10,355.05	99.32	10,454.37	10.94
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	1,066	1.860%	24,942.64	24,732.19	136.17	24,868.36	36.37
Fannie Mae	2.500%	10/25/19	03/01/33	2,831	2.400%	27,737.26	28,040.64	(126.44)	27,914.20	57.79
Freddie Mac	3.000%	05/03/19	04/01/34	3,227	2.960%	33,698.62	33,864.48	(67.34)	33,797.14	84.25
FHR 5050 XL	1.000%	02/11/22	07/01/36	4,049	1.180%	43,142.54	42,117.88	234.76	42,352.64	35.95
FHR 5050 XL	1.000%	07/19/24	07/01/36	4,049	1.820%	183,028.93	166,870.90	956.42	167,827.32	152.52
FHR 3745 NP	4.000%	09/12/19	06/01/39	5,114	3.740%	388.62	402.51	(4.02)	398.49	1.30
FHR 5050 XA	1.000%	07/24/24	07/01/39	5,144	1.690%	187,055.29	170,044.95	775.64	170,820.59	155.88
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,814	1.550%	199,746.03	183,579.08	654.29	184,233.37	166.46
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,306	2.400%	18,818.46	19,177.18	(74.73)	19,102.45	39.21
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,824	1.830%	28,107.15	29,134.82	(193.24)	28,941.58	46.85
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,706	3.840%	226,434.03	214,165.91	401.19	214,567.10	660.43
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	620	3.370%	245,000.00	219,338.70	15,960.66	235,299.36	627.00
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	634	3.240%	255,000.00	231,333.45	14,609.88	245,943.33	700.83
Fannie Mae Notes	0.750%	10/07/20	10/08/27	860	0.770%	210,000.00	209,699.70	199.33	209,899.03	231.88
Fannie Mae Notes	0.875%	08/05/20	08/05/30	1,892	0.930%	100,000.00	99,485.00	248.27	99,733.27	281.94
Federal Home Loan Bank Notes	3.500%	08/05/22	06/11/32	2,568	3.120%	230,000.00	237,378.40	(2,114.06)	235,264.34	3,801.39
American Express Co	1.650%	06/20/24	11/04/26	522	5.270%	120,000.00	110,440.80	3,676.73	114,117.53	148.50
National Rural Coop	5.600%	11/13/23	11/13/26	531	5.400%	100,000.00	100,560.00	(278.11)	100,281.89	280.00
Goldman Sachs Group Inc	3.500%	05/14/24	11/16/26	534	5.430%	135,000.00	128,974.95	2,421.44	131,396.39	196.88
Hormel Foods	4.800%	08/09/24	03/30/27	668	4.400%	130,000.00	131,034.80	(315.30)	130,719.50	1,057.33
BMW US Capital	4.900%	04/02/24	04/02/27	671	4.940%	95,000.00	94,886.95	42.07	94,929.02	762.90
BP Cap Markets America	3.588%	05/17/24	04/14/27	683	4.950%	135,000.00	130,064.40	1,684.20	131,748.60	632.39
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	720	5.410%	50,000.00	50,000.00	0.00	50,000.00	75.19
John Deere	4.900%	04/17/25	06/11/27	741	4.310%	200,000.00	202,380.00	(128.66)	202,251.34	4,627.78
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	741	5.040%	400,000.00	400,484.00	(148.80)	400,335.20	9,608.78
Analog Devices In	3.450%	09/27/24	06/15/27	745	3.960%	135,000.00	133,227.45	424.60	133,652.05	2,147.63
American Honda Finance	4.900%	07/10/24	07/09/27	769	4.950%	185,000.00	184,761.35	67.60	184,828.95	3,575.64
Aust & NZ Banking Group NY	4.900%	07/16/24	07/16/27	776	4.900%	310,000.00	310,000.00	0.00	310,000.00	5,696.25
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	786	4.600%	130,000.00	129,996.10	1.27	129,997.37	2,076.39
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	786	4.590%	130,000.00	130,046.80	(12.79)	130,034.01	2,076.39
Accenture Capital	3.900%	10/04/24	10/04/27	856	3.950%	35,000.00	34,954.85	9.49	34,964.34	216.13
Toyota Motor Credit Corp	4.350%	10/10/24	10/08/27	860	4.360%	5,000.00	4,998.05	0.40	4,998.45	32.02
Toyota Motor Credit Corp	4.500%	10/10/24	10/08/27	860	4.340%	100,000.00	100,039.00	(7.80)	100,031.20	640.42
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	867	4.450%	400,000.00	399,956.00	9.26	399,965.26	2,272.91
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	898	4.940%	200,000.00	199,780.00	37.61	199,817.61	435.56
National Rural Util Corp	4.750%	02/07/25	02/07/28	982	4.650%	55,000.00	54,975.80	2.43	54,978.23	827.29
Eli Lilly & Co	4.550%	02/12/25	02/12/28	987	4.570%	120,000.00	119,923.20	7.54	119,930.74	1,653.17
Hershey Co	4.550%	02/24/25	02/24/28	999	4.570%	55,000.00	54,962.05	3.32	54,965.37	674.28
Cisco Systems Inc	4.550%	02/24/25	02/24/28	999	4.560%	85,000.00	84,971.95	2.58	84,974.53	1,042.08
Chevron USA	4.475%	02/26/25	02/26/28	1,001	4.480%	175,000.00	175,000.00	0.00	175,000.00	2,066.58
State Street Corp	4.530%	02/28/25	02/28/28	1,003	4.540%	205,000.00	205,000.00	0.00	205,000.00	2,376.94
Mars Inc	4.600%	03/12/25	03/01/28	1,005	4.600%	50,000.00	49,999.50	0.12	49,999.62	504.72
Mars Inc	4.600%	03/12/25	03/01/28	1,005	4.530%	80,000.00	80,157.60	(11.26)	80,146.34	807.56
Paccar Financial	4.550%	03/03/25	03/03/28	1,007	4.570%	200,000.00	199,878.00	9.85	199,887.85	2,224.44
Commonwealth Bk	4.423%	03/14/25	03/14/28	1,018	4.420%	250,000.00	250,000.00	0.00	250,000.00	2,365.08
Citigroup Inc	4.643%	05/07/25	05/07/28	1,072	4.640%	200,000.00	200,000.00	0.00	200,000.00	619.07
Astrazeneca Finance LLC	1.750%	05/07/25	05/28/28	1,093	4.260%	100,000.00	92,886.00	144.56	93,030.56	14.58
HSBC USA	**4.650%**	**06/03/25**	**06/03/28**	**1,099**	**4.650%**	**200,000.00**	**200,016.00**	**0.00**	**200,016.00**	-
Bristol-Myers Squibb	4.900%	04/16/25	02/22/29	1,363	4.510%	100,000.00	101,369.00	(41.69)	101,327.31	1,347.50
Astrazeneca Finance LLC	4.850%	04/16/25	02/26/29	1,367	4.510%	110,000.00	111,287.00	(39.06)	111,247.94	1,407.85
American Express Co	4.731%	04/25/25	04/25/29	1,425	4.730%	115,000.00	115,000.00	0.00	115,000.00	544.07
Bank of America Corp	4.623%	05/09/25	05/09/29	1,439	4.620%	200,000.00	200,000.00	0.00	200,000.00	565.03
BMW US Capital	5.050%	03/21/25	03/21/30	1,755	5.060%	95,000.00	94,975.30	1.06	94,976.36	932.85
State Street Corp	4.834%	04/24/25	04/24/30	1,789	4.830%	50,000.00	50,000.00	0.00	50,000.00	248.41
State Street Corp	4.834%	04/24/25	04/24/30	1,789	4.700%	140,000.00	140,855.40	(16.02)	140,839.38	695.56
Walmart	4.350%	04/28/25	04/28/30	1,793	4.390%	75,000.00	74,870.25	2.19	74,872.44	299.06
Toyota Motor Credit Corp	4.800%	05/15/25	05/15/30	1,810	4.830%	95,000.00	94,891.70	1.00	94,892.70	202.67
National Secs Clearing	4.700%	05/20/25	05/20/30	1,815	4.710%	250,000.00	249,845.00	1.55	249,846.55	359.03
Citibank NA	4.914%	05/29/25	05/29/30	1,824	4.910%	250,000.00	250,000.00	0.00	250,000.00	68.25
Cummins Inc	4.700%	05/09/25	02/15/31	2,086	4.700%	200,000.00	199,926.00	0.76	199,926.76	574.44
Automatic Data Processing	4.750%	05/02/25	05/08/32	2,534	4.780%	210,000.00	209,666.10	3.72	209,669.82	637.29
	Weighted Avg Maturity			1,735	3.751%	$ 28,651,743.53	$ 28,303,714.80	$ 81,557.91	$ 28,385,272.71	$ 156,670.78

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
May 31, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 05/31/25
Capital Reserve (01-122000)										
IIIT - Money Market (PFM Asset Management)	4.276%	05/31/25	06/01/25	1	4.276%	518,345.60	518,345.60	0.00	518,345.60	-
US Treasury Notes	4.250%	02/05/24	01/31/26	245	4.390%	200,000.00	199,468.75	348.40	199,817.15	2,841.16
US Treasury Notes	2.375%	10/11/24	04/30/26	334	4.050%	240,000.00	233,990.63	2,435.89	236,426.52	495.65
US Treasury Notes	0.750%	05/05/23	04/30/26	334	3.830%	1,750,000.00	1,599,062.50	104,867.67	1,703,930.17	1,141.30
US Treasury Notes	1.500%	08/02/24	08/15/26	441	4.250%	200,000.00	189,382.81	4,217.37	193,600.18	878.45
US Treasury Notes	4.375%	02/06/24	08/15/26	441	4.040%	465,000.00	468,741.80	(1,954.19)	466,787.61	5,957.01
US Treasury Notes	1.500%	09/30/24	08/15/26	441	3.580%	1,800,000.00	1,732,710.94	23,476.02	1,756,186.96	7,906.08
US Treasury Notes	3.500%	10/03/24	09/30/26	487	3.620%	2,200,000.00	2,194,757.81	1,703.73	2,196,461.54	13,043.72
US Treasury Notes	4.125%	03/13/25	10/31/26	518	4.050%	390,000.00	390,472.27	(61.39)	390,410.88	1,398.91
US Treasury Notes	1.125%	10/29/24	10/31/26	518	4.110%	1,200,000.00	1,131,609.38	19,648.31	1,151,257.69	1,173.91
US Treasury Notes	1.250%	09/03/24	11/30/26	548	3.840%	2,500,000.00	2,362,109.38	44,398.78	2,406,508.16	85.38
US Treasury Notes	4.000%	09/03/24	11/30/26	548	3.840%	245,000.00	243,832.42	168.86	244,001.28	3,708.84
US Treasury Notes	4.000%	12/05/24	01/15/27	594	4.220%	4,000,000.00	3,982,187.50	3,999.56	3,986,187.06	60,552.49
US Treasury Notes	4.125%	12/04/24	02/15/27	625	4.190%	120,000.00	119,835.94	35.55	119,871.49	1,449.45
US Treasury Notes	2.250%	11/05/24	02/15/27	625	4.180%	1,875,000.00	1,796,923.83	18,869.76	1,815,793.59	12,353.25
US Treasury Notes	4.125%	05/06/25	02/28/27	638	3.880%	510,000.00	512,131.64	(80.19)	512,051.45	5,316.54
US Treasury Notes	4.250%	01/07/25	03/15/27	653	4.220%	2,075,000.00	2,076,053.71	(184.05)	2,075,869.66	18,691.92
US Treasury Notes	4.500%	03/13/25	05/15/27	714	3.960%	500,000.00	505,546.88	(538.95)	505,007.93	1,039.40
US Treasury Notes	4.500%	02/07/25	05/15/27	714	4.260%	1,600,000.00	1,608,250.00	(1,092.47)	1,607,157.53	3,326.09
US Treasury Notes	3.500%	03/04/25	01/31/28	975	4.020%	225,000.00	221,809.57	256.17	222,065.74	2,632.25
US Treasury Notes	4.000%	04/22/25	02/29/28	1,004	3.780%	250,000.00	251,474.61	(53.36)	251,421.25	2,527.17
US Treasury Notes	1.125%	04/03/25	02/29/28	1,004	3.840%	400,000.00	370,421.88	1,552.34	371,974.22	1,137.23
US Treasury Notes	3.750%	04/29/25	04/15/28	1,050	3.730%	175,000.00	175,102.54	(2.89)	175,099.65	842.73
US Treasury Notes	3.500%	05/13/25	04/30/28	1,065	4.010%	700,000.00	690,074.22	164.80	690,239.02	2,130.43
US Treasury Notes	3.750%	05/21/25	05/15/28	1,080	3.940%	200,000.00	198,953.13	10.35	198,963.48	346.47
Conneticut St Txbl	5.050%	06/22/23	05/15/26	349	4.550%	90,000.00	91,206.90	(808.84)	90,398.06	202.00
New York H	4.669%	04/29/25	02/01/28	976	4.670%	125,000.00	125,000.00	0.00	125,000.00	518.78
NYC Transitional	4.487%	05/29/25	05/01/28	1,066	4.490%	125,000.00	125,000.00	0.00	125,000.00	31.16
Oregon St B	4.368%	04/29/25	05/01/28	1,066	4.370%	145,000.00	145,000.00	0.00	145,000.00	562.99
FN AL2092	3.000%	03/06/18	07/01/27	761	2.980%	26,313.67	26,346.57	(25.34)	26,321.23	65.78
Fannie Mae Pool	3.500%	04/05/18	02/01/28	976	3.230%	49,033.44	50,152.02	(809.40)	49,342.62	143.01
Fannie Mae Pool	3.500%	04/05/18	03/01/28	1,005	3.230%	26,007.79	26,601.09	(425.72)	26,175.37	75.86
Fannie Mae Pool	3.500%	04/05/18	04/01/28	1,036	3.240%	32,289.37	32,995.69	(502.62)	32,493.07	94.18
FR ZT1267	2.500%	08/21/19	05/01/28	1,066	2.320%	29,918.78	30,334.84	(274.29)	30,060.55	62.33
FN CA1940	4.000%	07/11/18	06/01/28	1,097	3.640%	35,921.61	36,988.03	(737.83)	36,250.20	119.74
FG J32374	2.500%	02/17/22	11/01/28	1,250	2.220%	106,557.29	108,422.04	(909.33)	107,512.71	221.99
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,370	3.630%	20,125.00	20,744.47	(383.50)	20,360.97	67.08
FN FS2986	4.000%	10/21/22	10/01/32	2,680	4.370%	221,816.97	215,231.78	1,717.55	216,949.33	739.39
FR SB0364	3.500%	06/21/21	06/01/35	3,653	2.830%	131,475.63	141,664.99	(2,862.73)	138,802.26	383.47
FHMS K058 A2	2.653%	04/12/23	08/01/26	427	4.020%	675,000.00	646,576.17	18,019.72	664,595.89	1,492.31
FNA 2016-M12 A2	2.527%	11/27/23	09/01/26	458	5.050%	338,117.90	315,479.85	11,312.82	326,792.67	549.46
FHMS K061 A2	3.347%	05/24/23	11/01/26	519	4.310%	453,473.72	439,515.22	8,047.44	447,562.66	1,264.81
FHMS K063 A2	3.430%	05/24/23	01/01/27	580	4.340%	675,000.00	654,565.43	11,245.97	665,811.40	1,929.38
FNA 2017-M8 A2	3.061%	06/28/24	05/01/27	700	4.920%	296,481.04	281,900.19	4,109.17	286,009.36	756.27
FHMS K066 A2	3.117%	08/15/24	06/01/27	731	4.170%	500,000.00	485,722.66	3,772.23	489,494.89	1,298.75
FNA 2024-M6 A2	2.905%	12/17/24	07/01/27	761	4.320%	505,000.00	487,325.00	2,928.94	490,253.94	1,223.64
FHMS KJ28 A2	2.308%	01/11/24	10/01/27	853	3.910%	475,312.27	448,353.15	9,377.94	457,731.09	914.18
FHMS K070 A2	3.303%	07/05/24	11/01/27	884	4.890%	500,000.00	475,136.72	6,213.43	481,350.15	1,376.25
FHMS K071 A2	3.286%	03/31/25	11/01/27	884	4.360%	500,000.00	486,914.06	400.21	487,314.27	1,369.17
FHMS K072 A2	3.444%	04/11/25	12/01/27	914	4.200%	465,000.00	455,936.13	438.21	456,374.34	1,334.55
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	945	4.070%	501,128.26	486,916.58	704.64	487,621.22	1,213.51
FHMS K505 A1	4.612%	07/20/23	02/25/28	1,000	4.610%	623,115.94	623,102.84	5.31	623,108.15	2,394.84
FHMS K506 A1	4.650%	09/14/23	05/01/28	1,066	5.010%	638,949.91	629,394.43	3,217.27	632,611.70	2,475.93
FHMS KJ46 A1	4.777%	04/05/24	06/01/28	1,097	5.000%	472,913.73	469,034.35	1,061.73	470,096.08	1,882.59
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	1,127	4.580%	616,100.46	605,655.63	3,842.58	609,498.21	2,146.87
FHMS K109 A1	1.036%	04/24/24	10/01/29	1,584	3.410%	682,703.53	602,272.51	0.00	602,272.51	589.40
FHMS K106 A1	1.783%	04/11/24	10/01/29	1,584	3.710%	733,982.77	664,111.04	13,187.34	677,298.38	1,090.58
FHR 4096 PA	1.375%	02/21/20	08/01/27	792	1.490%	49,242.61	48,842.52	281.95	49,124.47	56.42
FNR 2012-107 GA	1.500%	12/03/19	09/01/27	823	1.690%	12,681.15	12,505.80	123.29	12,629.09	15.85

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
May 31, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 05/31/25
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	1,066	1.860%	66,961.36	66,396.37	365.58	66,761.95	97.65
FHR 5050 XL	1.000%	02/11/22	07/01/36	4,049	1.180%	128,120.24	125,077.39	697.15	125,774.54	106.77
FHR 5050 XL	1.000%	07/16/24	07/01/36	4,049	1.820%	287,616.89	262,225.71	1,502.94	263,728.65	239.68
FHR 3745 NP	4.000%	09/12/19	06/01/39	5,114	3.740%	1,201.11	1,244.04	(12.41)	1,231.63	4.00
FHR 5050 XA	1.000%	07/24/24	07/01/39	5,144	1.690%	340,100.53	309,172.64	1,410.25	310,582.89	283.42
FHR 5277 CA	2.500%	04/08/24	12/01/39	5,297	3.140%	326,667.30	300,559.44	1,906.05	302,465.49	680.56
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,814	1.550%	359,542.85	330,442.36	1,177.72	331,620.08	299.62
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,306	2.400%	49,398.54	50,340.19	(196.17)	50,144.02	102.91
Federal Home Loan Bank Notes	1.100%	07/20/22	08/20/26	446	3.410%	705,000.00	643,305.45	43,270.12	686,575.57	2,175.71
Federal Home Loan Bank Notes	1.145%	08/14/23	12/30/26	578	4.060%	975,000.00	895,118.25	42,502.86	937,621.11	3,717.19
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	620	3.370%	675,000.00	604,300.50	43,973.25	648,273.75	1,727.44
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	634	3.240%	710,000.00	644,104.90	40,678.49	684,783.39	1,951.32
National Rural Coop	1.000%	04/01/24	06/15/26	380	4.970%	255,000.00	234,087.45	11,062.05	245,149.50	1,175.83
Walt Disney Notes	1.850%	06/17/24	07/30/26	425	5.090%	200,000.00	187,132.00	5,636.94	192,768.94	1,243.61
American Express Co	1.650%	06/20/24	11/04/26	522	5.270%	200,000.00	184,068.00	6,127.88	190,195.88	247.50
Goldman Sachs Group Inc	3.500%	05/14/24	11/16/26	534	5.430%	240,000.00	229,288.80	4,304.78	233,593.58	350.00
American Honda Finance	4.900%	03/14/24	03/12/27	650	4.890%	85,000.00	84,953.25	18.27	84,971.52	913.99
American Honda Finance	4.900%	03/13/24	03/12/27	650	4.920%	90,000.00	90,036.90	(14.31)	90,022.59	967.75
Hormel Foods	4.800%	08/09/24	03/30/27	668	4.400%	230,000.00	231,830.80	(557.84)	231,272.96	1,870.67
BMW US Capital	4.900%	04/02/24	04/02/27	671	4.940%	200,000.00	199,762.00	88.56	199,850.56	1,606.11
BP Cap Markets America	3.588%	05/17/24	04/14/27	683	4.950%	250,000.00	240,860.00	3,118.88	243,978.88	1,171.08
JP Morgan Chase	1.158%	05/20/24	04/22/27	691	4.150%	380,000.00	353,384.80	9,027.99	362,412.79	649.61
Toyota Motor Credit Corp	4.500%	05/15/25	05/14/27	713	4.520%	160,000.00	159,928.00	1.60	159,929.60	320.00
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	720	5.410%	90,000.00	90,000.00	0.00	90,000.00	135.35
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	741	5.090%	315,000.00	315,000.00	0.00	315,000.00	7,566.91
John Deere Capital	4.900%	06/11/24	06/11/27	741	4.950%	350,000.00	349,566.00	134.34	349,700.34	8,098.61
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	741	5.040%	385,000.00	385,465.85	(143.22)	385,322.63	9,248.45
Analog Devices In	3.450%	09/27/24	06/15/27	745	3.960%	245,000.00	241,783.15	770.56	242,553.71	3,897.54
American Honda Finance	4.900%	07/10/24	07/09/27	769	4.950%	325,000.00	324,580.75	118.76	324,699.51	6,281.53
Aust & NZ Banking Group NY	4.900%	07/16/24	07/16/27	776	4.900%	280,000.00	280,000.00	0.00	280,000.00	5,145.00
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	786	4.590%	235,000.00	235,084.60	(23.11)	235,061.49	3,753.47
Accenture Capital	3.900%	10/04/24	10/04/27	856	3.950%	70,000.00	69,909.70	18.98	69,928.68	432.25
Toyota Motor Credit Corp	4.500%	10/10/24	10/08/27	860	4.340%	80,000.00	80,031.20	(6.24)	80,024.96	512.33
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	867	4.450%	330,000.00	330,000.00	0.00	330,000.00	1,875.15
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	867	4.450%	405,000.00	404,955.45	9.38	404,964.83	2,301.32
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	898	4.940%	360,000.00	359,604.00	67.70	359,671.70	784.00
National Rural Util Corp	4.750%	02/07/25	02/07/28	982	4.650%	95,000.00	94,958.20	4.19	94,962.39	1,428.96
Eli Lilly & Co	4.550%	02/12/25	02/12/28	987	4.570%	220,000.00	219,859.20	13.82	219,873.02	3,030.81
Hershey Co	4.550%	02/24/25	02/24/28	999	4.570%	100,000.00	99,931.00	6.05	99,937.05	1,225.97
Cisco Systems Inc	4.550%	02/24/25	02/24/28	999	4.560%	195,000.00	194,935.65	5.93	194,941.58	2,390.65
Chevron USA	4.475%	02/26/25	02/26/28	1,001	4.480%	430,000.00	430,000.00	0.00	430,000.00	5,077.88
State Street Corp	4.530%	02/28/25	02/28/28	1,003	4.540%	615,000.00	615,000.00	0.00	615,000.00	7,130.82
Mars Inc	4.600%	03/12/25	03/01/28	1,005	4.600%	90,000.00	89,999.10	0.21	89,999.31	908.50
Mars Inc	4.600%	03/12/25	03/01/28	1,005	4.530%	150,000.00	150,295.50	(21.11)	150,274.39	1,514.17
Johnson & Johnson	4.550%	03/04/25	03/01/28	1,005	4.270%	250,000.00	251,907.50	(150.02)	251,757.48	3,191.32
Paccar Financial	4.550%	03/03/25	03/03/28	1,007	4.570%	370,000.00	369,774.30	18.23	369,792.53	4,115.22
Commonwealth Bk	4.423%	03/14/25	03/14/28	1,018	4.420%	285,000.00	285,000.00	0.00	285,000.00	2,696.19
BMW US Capital	4.750%	03/21/25	03/21/28	1,025	4.770%	295,000.00	294,852.50	9.65	294,862.15	2,724.65
Citigroup Inc	4.643%	05/07/25	05/07/28	1,072	4.640%	370,000.00	370,000.00	0.00	370,000.00	1,145.27
Cummins Inc	4.250%	05/09/25	05/09/28	1,074	4.280%	25,000.00	24,982.50	0.34	24,982.84	64.93
Astrazeneca Finance LLC	1.750%	05/07/25	05/28/28	1,093	4.260%	400,000.00	371,544.00	578.25	372,122.25	58.33
National Secs Clearing	5.000%	04/23/25	05/30/28	1,095	4.310%	250,000.00	254,195.00	(136.26)	254,058.74	34.72
National Secs Clearing	5.000%	05/23/25	05/30/28	1,095	4.330%	480,000.00	487,545.60	(51.95)	487,493.65	66.67
HSBC USA	**4.650%**	**06/03/25**	**06/03/28**	**1,099**	**4.650%**	**375,000.00**	**375,030.00**	**0.00**	**375,030.00**	-
American Express Co	4.731%	04/25/25	04/25/29	1,425	4.730%	210,000.00	210,000.00	0.00	210,000.00	993.51
Bank of America Corp	4.623%	05/09/25	05/09/29	1,439	4.620%	370,000.00	370,000.00	0.00	370,000.00	1,045.31
	Weighted Avg Maturity			870	4.118%	$ 51,176,617.26	$ 49,721,608.43	$ 531,769.32	$ 50,253,377.75	$ 290,416.56
	TOTAL ALL FUNDS				3.899%	$ 148,059,583.15	$ 144,966,477.32	1,091,445.38	$ 146,057,922.70	$ 739,548.24
	Less: Net Unsettled Trades								(975,078.00)	
May 31, 2025	90 DAY US TREASURY YIELD				4.36%				$ 145,082,844.70	
	3 month US Treasury Bill Index				4.15%					
	0-3 Year US Treasury Index				3.98%					
	1-3 Year US Treasury Index				3.96%					
	1-5 Year US Treasury Index				3.94%					
	1-10 Year US Treasury Index				3.99%					

DuPAGE WATER COMMISSION
WATERLINK INVESTMENTS
(Unaudited)
May 31, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 05/31/25
Waterlink (01-122500)										
IIIT - Money Market	4.276%	05/31/25	06/01/25	1	4.276%	4,214,268.41	4,214,268.41	0.00	4,214,268.41	-
Sheffield Receivables	0.000%	04/24/25	06/18/25	18	4.410%	4,200,000.00	4,171,702.50	19,551.00	4,191,253.50	-
Atlantic Asset Sec	0.000%	04/25/25	07/01/25	31	4.400%	4,200,000.00	4,165,606.67	18,993.33	4,184,600.00	-
Sumitomo Mitsui Trust	0.000%	04/25/25	07/22/25	52	4.420%	4,200,000.00	4,154,621.34	19,079.66	4,173,701.00	-
MUFG Bank LTD	0.000%	04/25/25	07/24/25	54	4.410%	4,180,000.00	4,133,915.50	18,945.85	4,152,861.35	-
Cabot Trail Funding LLC	0.000%	05/30/25	08/22/25	83	4.370%	4,245,000.00	4,201,715.15	1,030.59	4,202,745.74	-
Mont Blanc Capital	**0.000%**	**06/02/25**	**08/29/25**	**90**	**4.400%**	**4,245,000.00**	**4,199,342.67**	**0.00**	**4,199,342.67**	**-**
Weighted Avg Maturity				47	4.384%	$29,484,268.41	$29,241,172.24	$77,600.43	$ 29,318,772.67	$ -
Less: Net Unsettled Trades									(4,199,342.67)	
									$ 25,119,430.00	

DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS
TREASURER'S REPORT
STATEMENT OF CASH FLOWS
For the Period from May 1, 2025 to May 31, 2025

	Operating	Waterlink
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from customers	$ 8,856,428	$ -
Cash payments to suppliers	(11,387,508)	-
Cash payments to employees	(346,536)	-
Net cash from operating activities	(2,877,616)	-
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Cash received from sales taxes	20,950	-
Cash received/paid from long term loans	36,196	-
Cash payments for net pension activity	0	-
Net cash from noncapital financing activities	57,146	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Interest paid	0	-
Principal paid	0	-
Escrow activity	0	(607,009)
Construction and purchase of capital assets	(22,784)	-
Net cash from capital and related financing activities	(22,784)	(607,009)
CASH FLOWS FROM INVESTING ACTIVITIES		
Investment income	503,192	-
Net cash from investing activities	503,192	-
Net Increase (Decrease) in cash and investments	(2,340,062)	(607,009)
CASH AND INVESTMENTS, MAY 1, 2025	149,768,536	35,673,160
CASH AND INVESTMENTS, MAY 31, 2025	$ 147,428,474	$ 35,066,151

May 31, 2025
TREASURER'S REPORT
DPWC MONTHLY CASH/OPERATING REPORT

	5/31/2025		
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
TABLE 1	**A**	**B**	**C**
RESERVE ANALYSIS - DWC FUNDS			
A .Operating Reserve	$ 52,580,083	$ 52,948,046	$ 367,963
# of days per current fiscal year management budget	*120*	*121*	
B. Capital Reserve (3)	$ 23,950,000	$ 48,943,773	$ 24,993,773
C. Long Term Water Capital Reserve	$ 28,825,000	$ 28,185,257	$ (639,743)
D. O+M Account (1)	$ 13,303,206	$ 8,968,860	$ (4,334,346)
E. Current Construction Obligation	$ 934,575	$ 934,575	$ -
F. General Fund	$ -	$ 5,315,354	$ 5,315,354
DWC FUNDS AND ADJUSTED TARGETS	**$ 119,592,864**	**$ 145,295,864**	**$ 25,703,000**
G. Waterlink - DWC Improvements Per 5 Year Capital Plan	$ 31,000,000	$ -	$ (31,000,000)
H. Alternative Water Source Per 5 Year Capital Plan	$ 35,000,000	$ -	$ (35,000,000)
DWC FUNDS AND FULL TARGETS	**$ 185,592,864**	**$ 145,295,864**	**$ (40,297,000)**
I. Customer Construction Escrows (2)	$ 37,198,761	$ 37,198,761	$ -
TOTAL SUMMARY CASH + RESERVE ANALYSIS	**$ 222,791,625**	**$ 182,494,625**	**$ (40,297,000)**

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

Note 2: **Escrow Balances include specific bank accounts and amounts included in the O&M Account until required.**

Note 3: **Capital Reserve Target is based on 5 year capital plan. The amounts for Waterlink expansion and Alternative Water Source are shown as separate funding needs at this time.**

DuPage Water Commission

30 YEARS OF SERVICE

Pure. Essential. Stewardship.

MEMORANDUM

To: Paul May, General Manager

From: Cheryl Peterson, Financial Administrator

Date: 6/10/2025

Subject: Financial Report – May 31, 2025

- Water sales to Commission customers for May 2025 were 90.4 million gallons (4.0%) above May 2024 and increased by 367.9 million gallons compared to April 2025.

- Water sales to Commission customers for May were 202.9 million gallons (9.3%) higher than the budgeted anticipated/forecasted sales for the month.

- For the month of May, water billings to customers for O&M costs were $13.8 million and water purchases from the City of Chicago were $11.4 million. Water billing receivables at the May month end ($19.2 million) were higher compared to the prior month ($14.3 million) primarily due to higher water sales (≈2.1 million), timing of collection of receivables (≈2.3 million), and higher rates (≈0.5 million).

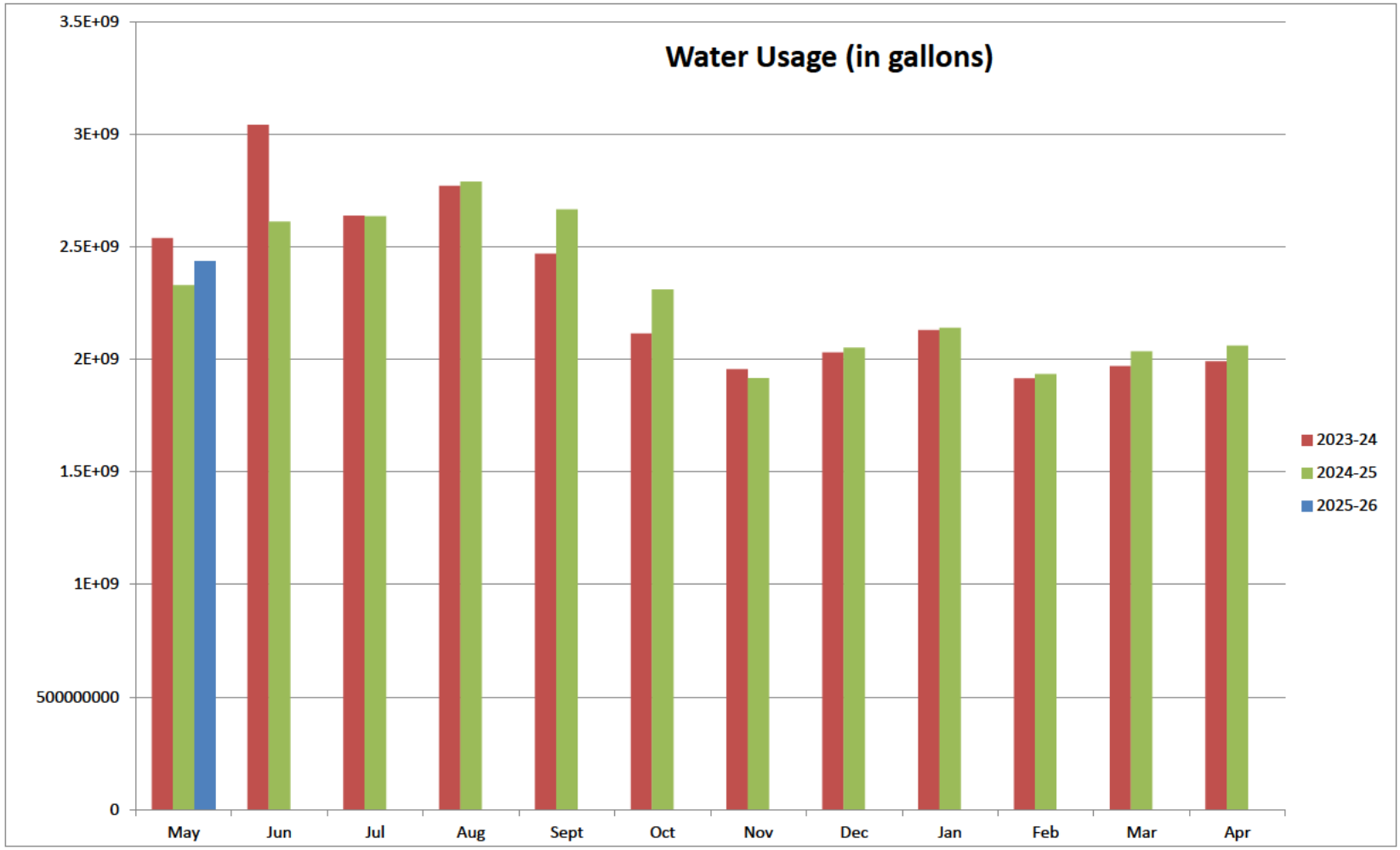
- For the one month ended May 31, 2025, $14.2 million of the $148.9 million revenue budget has been realized. Therefore, 10% of the revenue budget has been accounted for year to date. For the same period, $13.7 million of the $158.6 million expenditure budget has been realized, and this accounts for 8% of the expenditure budget.

- Adjusted for seasonality based on a monthly trend, year to date revenues are 111% percent of the current budget and expenses are 99% of the current budget.

- The Operating Reserve has reached its respective 2025/2026 fiscal year end minimum targeted level. The Long-Term Water Capital Account is just below its targeted level. Excluding budgeted capital related to the Waterlink expansion and alternative water source, the Capital Reserve account has met its targeted level.

- The O&M and General Account have balances of $11.1 million and $5.3 million, respectively.

cc: Chairman and Commissioners


Water Usage (in gallons)
3.5E+09
3E+09
2.5E+09
2E+09
1.5E+09
1E+09
500000000
0
May
Jun
Jul
Aug
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
2023-24
2024-25
2025-26

DuPage Water Commission

Summary of Specific Account Target and Summary of Net Assets

May 31, 2025

Revenue Bond Ordinance Accounts and Commission Policy Reserves	Account / Reserve Assets Balance (1)	Offsetting Liabilities	Year-End Specific Account Target	Status
Operations and Maintenance Account (2)	$ 11,101,469.74	$ 15,435,816.05		Negative Net Assets
General Account	$ 5,315,353.65	$ -		Positive Net Assets
Operating Reserve	$ 53,240,506.88		$ 52,580,083.00	Target Met
Capital Reserve	$ 50,168,764.31		$ 90,884,574.86	Not Fully Funded
L-T Water Capital Reserve	$ 28,341,927.49		$ 28,825,000.00	Not Fully Funded
Waterlink Escrow	$ 35,066,150.98	$ 35,066,150.98		Positive Net Assets
	$ 183,234,173.05	$ 50,501,967.03	$ 172,289,657.86	$ (39,557,451.84)

Total Net Assets - All Commission Accounts	
Restricted	$ -
Unrestricted	$ 161,554,503.91
Invested in Capital Assets, net	$ 399,058,335.36
Total	$ 560,612,839.27

(1) Includes Interest Receivable

(2) Includes Customer Escrow Accounts and Customer Deposit Liability Accounts excluding Waterlink

DuPage Water Commission

Board Balance Sheet
Account Summary
As Of 05/31/2025

	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
Fund: 01 - WATER FUND			
Assets			
Level1: 10 - CURRENT ASSETS			
110 - CASH	12,292,350.11	14,430,192.28	-2,137,842.17
120 - INVESTMENTS	170,202,274.70	140,817,223.52	29,385,051.18
131 - WATER SALES	19,228,496.04	15,198,544.48	4,029,951.56
132 - INTEREST RECEIVABLE	739,548.24	601,617.81	137,930.43
134 - OTHER RECEIVABLE	69,348.86	-5,297,648.01	5,366,996.87
135 - LOAN RECEIVABLE - CURRENT	269,928.05	264,263.83	5,664.22
150 - INVENTORY	325,496.00	171,868.00	153,628.00
155 - PREPAIDS	618,980.80	439,751.26	179,229.54
Total Level1 10 - CURRENT ASSETS:	**203,746,422.80**	**166,625,813.17**	**37,120,609.63**
Level1: 17 - NONCURRENT ASSETS			
170 - FIXED ASSETS	625,742,300.54	618,864,619.45	6,877,681.09
175 - LESS: ACCUMULATED DEPRECIATION	-240,263,217.57	-230,667,017.96	-9,596,199.61
180 - CONSTRUCTION IN PROGRESS	13,579,252.39	15,419,723.82	-1,840,471.43
190 - LONG-TERM ASSETS	10,016,373.00	10,978,364.03	-961,991.03
Total Level1 17 - NONCURRENT ASSETS:	**409,074,708.36**	**414,595,689.34**	**-5,520,980.98**
Total Assets:	**612,821,131.16**	**581,221,502.51**	**31,599,628.65**
Liability			
Level1: 21 - CURRENT LIABILITIES			
210 - ACCOUNTS PAYABLE	11,937,367.64	11,115,309.57	-822,058.07
211 - OTHER CURRENT LIABILITIES	1,355,217.91	2,659,411.37	1,304,193.46
225 - ACCRUED PAYROLL LIABILITIES	181,634.90	205,271.12	23,636.22
226 - ACCRUED VACATION	525,692.13	386,703.68	-138,988.45
250 - CONTRACT RETENTION	934,574.86	1,055,904.24	121,329.38
251 - CUSTOMER DEPOSITS	36,502,054.45	9,450,987.61	-27,051,066.84
Total Level1 21 - CURRENT LIABILITIES:	**51,436,541.89**	**24,873,587.59**	**-26,562,954.30**
Level1: 25 - NONCURRENT LIABILITIES			
297 - POST EMPLOYMENT BENEFITS LIABILITIES	771,750.00	848,174.00	76,424.00
Total Level1 25 - NONCURRENT LIABILITIES:	**771,750.00**	**848,174.00**	**76,424.00**
Total Liability:	**52,208,291.89**	**25,721,761.59**	**-26,486,530.30**
Equity			
Level1: 30 - EQUITY			
300 - EQUITY	559,861,501.96	555,080,706.82	4,780,795.14
Total Level1 30 - EQUITY:	**559,861,501.96**	**555,080,706.82**	**4,780,795.14**
Total Beginning Equity:	**559,861,501.96**	**555,080,706.82**	**4,780,795.14**
Total Revenue	14,219,925.97	13,016,830.68	1,203,095.29
Total Expense	13,468,588.66	12,597,796.58	-870,792.08
Revenues Over/(Under) Expenses	**751,337.31**	**419,034.10**	**332,303.21**
Total Equity and Current Surplus (Deficit):	**560,612,839.27**	**555,499,740.92**	**5,113,098.35**
Total Liabilities, Equity and Current Surplus (Deficit):	**612,821,131.16**	**581,221,502.51**	**31,599,628.65**

Monthly & YTD Budget Report

...	...	May 2025-2026 Budget	May 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
01 - WATER FUND								
Revenue								
510 - WATER SERVICE								
								% of Year Completed: 8%
01-511100	O&M PAYMENTS- GOVERNMENTAL	-12,325,018.41	-13,470,830.60	-12,325,018.41	-13,470,830.60	109%	-142,981,652.20	9%
01-511200	O&M PAYMENTS- PRIVATE	-277,249.81	-308,177.20	-277,249.81	-308,177.20	111%	-3,216,355.20	10%
01-514100	EMERGENCY WATER SERVICE- GOV	-1,231.00	0.00	-1,231.00	0.00	0%	-24,620.00	0%
510 - WATER SERVICE Totals:		-12,603,499.22	-13,779,007.80	-12,603,499.22	-13,779,007.80	109%	-146,222,627.40	9%
520 - TAXES								
								% of Year Completed: 8%
01-530010	SALES TAXES - WATER REVENUE	0.00	-20,949.92	0.00	-20,949.92	0%	0.00	0%
520 - TAXES Totals:		0.00	-20,949.92	0.00	-20,949.92	0%	0.00	0%
540 - OTHER INCOME								
								% of Year Completed: 8%
01-581000	INVESTMENT INCOME	-208,250.00	-414,401.88	-208,250.00	-414,401.88	199%	-2,500,000.00	17%
01-582000	INTEREST INCOME	-14,766.91	0.00	-14,766.91	0.00	0%	-177,273.88	0%
01-590000	OTHER INCOME	0.00	-5,566.37	0.00	-5,566.37	0%	0.00	0%
540 - OTHER INCOME Totals:		-223,016.91	-419,968.25	-223,016.91	-419,968.25	188%	-2,677,273.88	16%
Revenue Totals:		**-12,826,516.13**	**-14,219,925.97**	**-12,826,516.13**	**-14,219,925.97**	**111%**	**-148,899,901.28**	**10%**

...	...	May 2025-2026 Budget	May 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
Expense								
610 - PERSONNEL SERVICES								
							% of Year Completed: 8%	
01-60-611100	ADMIN SALARIES	191,650.88	168,741.91	191,650.88	168,741.91	88%	2,030,200.00	8%
01-60-611200	OPERATIONS SALARIES	215,016.00	202,099.88	215,016.00	202,099.88	94%	2,480,000.00	8%
01-60-611300	SUMMER INTERNS	11,520.00	0.00	11,520.00	0.00	0%	36,000.00	0%
01-60-611600	ADMIN OVERTIME	616.63	112.29	616.63	112.29	18%	7,400.00	2%
01-60-611700	OPERATIONS OVERTIME	34,164.48	23,558.85	34,164.48	23,558.85	69%	396,800.00	6%
01-60-612100	PENSION	24,346.25	13,508.25	24,346.25	13,508.25	55%	292,272.00	5%
01-60-612200	MEDICAL/LIFE BENEFITS	79,845.92	61,660.13	79,845.92	61,660.13	77%	1,140,656.00	5%
01-60-612300	FEDERAL PAYROLL TAXES	32,455.06	27,972.79	32,455.06	27,972.79	86%	378,705.60	7%
01-60-612800	STATE UNEMPLOYMENT	1,166.66	0.00	1,166.66	0.00	0%	14,000.00	0%
01-60-613100	TRAVEL	950.00	188.81	950.00	188.81	20%	11,400.00	2%
01-60-613200	TRAINING	6,345.83	0.00	6,345.83	0.00	0%	76,150.00	0%
01-60-613301	CONFERENCES	5,108.33	60.00	5,108.33	60.00	1%	61,300.00	0%
01-60-613302	TUITION REIMBURSEMENT	1,250.00	0.00	1,250.00	0.00	0%	15,000.00	0%
01-60-619100	OTHER PERSONNEL COSTS	1,933.33	0.00	1,933.33	0.00	0%	23,200.00	0%
610 - PERSONNEL SERVICES Totals:		606,369.37	497,902.91	606,369.37	497,902.91	82%	6,963,083.60	7%
620 - CONTRACT SERVICES								
							% of Year Completed: 8%	
01-60-621000	WATER CONSERVATION/PROMOTIO	1,083.33	0.00	1,083.33	0.00	0%	13,000.00	0%
01-60-623300	TRUST SERVICES & BANK CHARGE	15,493.80	12,040.50	15,493.80	12,040.50	78%	186,000.00	6%
01-60-625100	LEGAL SERVICES- GENERAL	6,666.66	5,056.25	6,666.66	5,056.25	76%	80,000.00	6%
01-60-625300	LEGAL SERVICES- SPECIAL	6,666.66	0.00	6,666.66	0.00	0%	80,000.00	0%
01-60-625800	LEGAL NOTICES	1,416.66	253.00	1,416.66	253.00	18%	17,000.00	1%
01-60-626000	AUDIT SERVICES	10,500.00	18,000.00	10,500.00	18,000.00	171%	35,000.00	51%
01-60-628000	CONSULTING SERVICES	46,239.83	6,891.54	46,239.83	6,891.54	15%	555,100.00	1%
01-60-629000	CONTRACTUAL SERVICES	77,515.00	65,847.44	77,515.00	65,847.44	85%	930,180.00	7%
620 - CONTRACT SERVICES Totals:		165,581.94	108,088.73	165,581.94	108,088.73	65%	1,896,280.00	6%
640 - INSURANCE								
							% of Year Completed: 8%	
01-60-641100	GENERAL LIABILITY INSURANCE	14,083.33	8,724.58	14,083.33	8,724.58	62%	169,000.00	5%
01-60-641200	PUBLIC OFFICIAL LIABILITY	2,025.00	1,588.17	2,025.00	1,588.17	78%	24,300.00	7%
01-60-641500	WORKER'S COMPENSATION	13,750.00	12,173.00	13,750.00	12,173.00	89%	165,000.00	7%
01-60-641600	EXCESS LIABILITY COVERAGE	8,333.33	6,530.50	8,333.33	6,530.50	78%	100,000.00	7%
01-60-642100	PROPERTY INSURANCE	47,500.00	41,114.00	47,500.00	41,114.00	87%	570,000.00	7%
01-60-642200	AUTOMOBILE INSURANCE	3,750.00	2,906.42	3,750.00	2,906.42	78%	45,000.00	6%
01-60-649100	SELF INSURANCE PROPERTY	8,333.33	0.00	8,333.33	0.00	0%	100,000.00	0%
640 - INSURANCE Totals:		97,774.99	73,036.67	97,774.99	73,036.67	75%	1,173,300.00	6%

...	...	May 2025-2026 Budget	May 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
650 - OPERATIONAL SUPPORT SRVS								
								% of Year Completed: 8%
01-60-651200	GENERATOR DIESEL FUEL	9,375.00	1,478.24	9,375.00	1,478.24	16%	112,500.00	1%
01-60-651300	NATURAL GAS	2,748.90	1,500.00	2,748.90	1,500.00	55%	33,000.00	5%
01-60-651401	TELEPHONE	6,321.66	4,192.47	6,321.66	4,192.47	66%	75,860.00	6%
01-60-651403	RADIOS	2,207.45	0.00	2,207.45	0.00	0%	26,500.00	0%
01-60-651404	REPAIRS & EQUIPMENT	383.33	0.00	383.33	0.00	0%	4,600.00	0%
01-60-652100	OFFICE SUPPLIES	2,541.66	1,649.29	2,541.66	1,649.29	65%	30,500.00	5%
01-60-652200	BOOKS & PUBLICATIONS	837.50	5,054.96	837.50	5,054.96	604%	10,050.00	50%
01-60-653100	PRINTING- GENERAL	808.33	0.00	808.33	0.00	0%	9,700.00	0%
01-60-653200	POSTAGE & DELIVERY	533.33	832.52	533.33	832.52	156%	6,400.00	13%
01-60-654000	PROFESSIONAL DUES	1,868.75	4,550.00	1,868.75	4,550.00	243%	22,425.00	20%
01-60-655000	REPAIRS & MAINT- OFFICE EQUI	734.70	710.02	734.70	710.02	97%	8,820.00	8%
01-60-656000	REPAIRS & MAINT- BLDGS & GRN	22,000.00	14,815.99	22,000.00	14,815.99	67%	264,000.00	6%
01-60-659000	COMPUTER SOFTWARE/LICENSING	16,905.73	5,985.80	16,905.73	5,985.80	35%	202,950.00	3%
01-60-659100	OTHER ADMINISTRATIVE EXPENSE	1,666.00	423.23	1,666.00	423.23	25%	20,000.00	2%
650 - OPERATIONAL SUPPORT SRVS Totals:		68,932.34	41,192.52	68,932.34	41,192.52	60%	827,305.00	5%
660 - WATER OPERATION								
								% of Year Completed: 8%
01-60-661101	WATER BILLING	10,931,224.44	11,442,389.40	10,931,224.44	11,442,389.40	105%	126,812,348.56	9%
01-60-661102	ELECTRICITY	189,640.00	131,547.42	189,640.00	131,547.42	69%	2,200,000.00	6%
01-60-661103	OPERATIONS & MAINTENANCE	65,000.00	45,000.00	65,000.00	45,000.00	69%	780,000.00	6%
01-60-661104	MAJOR MAINTENANCE	37,500.00	0.00	37,500.00	0.00	0%	450,000.00	0%
01-60-661201	PUMP STATION	237,050.00	190,893.57	237,050.00	190,893.57	81%	2,750,000.00	7%
01-60-661202	METER STATION, ROV, TANK SITE	17,240.00	6,579.97	17,240.00	6,579.97	38%	200,000.00	3%
01-60-661300	WATER CHEMICALS	4,825.00	0.00	4,825.00	0.00	0%	57,900.00	0%
01-60-661400	WATER QUALITY TESTING	9,916.66	14,991.79	9,916.66	14,991.79	151%	119,000.00	13%
01-60-662100	PUMPING SERVICES	67,441.66	3,231.84	67,441.66	3,231.84	5%	809,300.00	0%
01-60-662200	INSTRUMENTATION	5,810.17	173.86	5,810.17	173.86	3%	69,750.00	0%
01-60-662300	METER TESTING & REPAIRS	4,583.33	0.00	4,583.33	0.00	0%	55,000.00	0%
01-60-662400	SCADA	1,491.07	0.00	1,491.07	0.00	0%	17,900.00	0%
01-60-662500	EQUIPMENT RENTAL	1,332.80	0.00	1,332.80	0.00	0%	16,000.00	0%
01-60-662600	UNIFORMS	2,165.80	1,166.25	2,165.80	1,166.25	54%	26,000.00	4%
01-60-662700	SAFETY	15,008.33	-72.48	15,008.33	-72.48	0%	180,100.00	0%
01-60-663100	PIPELINE REPAIRS	112,500.00	0.00	112,500.00	0.00	0%	1,350,000.00	0%
01-60-663200	CORROSION TESTING & MITIGATION	25,000.00	73,939.46	25,000.00	73,939.46	296%	300,000.00	25%
01-60-663300	REMOTE FACILITIES MAINTENANCE	23,157.40	17,017.51	23,157.40	17,017.51	73%	278,000.00	6%
01-60-663400	PLAN REVIEW- PIPELINE CONFLI	7,746.90	0.00	7,746.90	0.00	0%	93,000.00	0%
01-60-663700	PIPELINE SUPPLIES	10,000.00	3,438.39	10,000.00	3,438.39	34%	120,000.00	3%
01-60-664000	MACHINERY & EQUIP- NON CAP	3,431.96	2,168.00	3,431.96	2,168.00	63%	41,200.00	5%

...	...	May 2025-2026 Budget	May 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
01-60-664100	REPAIRS & MAINT- VEHICLES	3,651.66	2,367.85	3,651.66	2,367.85	65%	43,820.00	5%
01-60-664200	FUEL- VEHICLES	3,750.00	1,936.31	3,750.00	1,936.31	52%	45,000.00	4%
01-60-664300	LICENSES- VEHICLES	275.00	0.00	275.00	0.00	0%	3,300.00	0%
660 - WATER OPERATION Totals:		11,779,742.18	11,936,769.14	11,779,742.18	11,936,769.14	101%	136,817,618.56	9%
680 - LAND & LAND RIGHTS								
							% of Year Completed: 8%	
01-60-681000	LEASES	83.33	0.00	83.33	0.00	0%	1,000.00	0%
01-60-682000	PERMITS & FEES	708.33	0.00	708.33	0.00	0%	8,500.00	0%
680 - LAND & LAND RIGHTS Totals:		791.66	0.00	791.66	0.00	0%	9,500.00	0%
685 - CAPITAL EQUIP / DEPREC								
							% of Year Completed: 8%	
01-60-685100	COMPUTERS	6,164.20	0.00	6,164.20	0.00	0%	74,000.00	0%
01-60-685200	OFFICE FURNITURE & EQUIPMT	20,000.00	0.00	20,000.00	0.00	0%	20,000.00	0%
01-60-685600	MACHINERY & EQUIPMENT	70,000.00	0.00	70,000.00	0.00	0%	70,000.00	0%
01-60-685800	CAPITALIZED EQUIP	-90,000.00	0.00	-90,000.00	0.00	0%	-90,000.00	0%
01-60-686000	VEHICLES	80,000.00	0.00	80,000.00	0.00	0%	80,000.00	0%
01-60-686800	CAPITALIZED VEHICLE PURCHASES	-80,000.00	0.00	-80,000.00	0.00	0%	-80,000.00	0%
01-60-692000	DEPRECIATION- TRANS MAINS	425,000.00	403,227.88	425,000.00	403,227.88	95%	5,100,000.00	8%
01-60-693000	DEPRECIATION- BUILDINGS	291,550.00	264,105.89	291,550.00	264,105.89	91%	3,500,000.00	8%
01-60-694000	DEPRECIATION-PUMPING EQUIPME	158,270.00	126,436.05	158,270.00	126,436.05	80%	1,900,000.00	7%
01-60-695200	DEPRECIATION- OFFICE FURN &	14,994.00	4,703.85	14,994.00	4,703.85	31%	180,000.00	3%
01-60-696000	DEPRECIATION- VEHICLES	16,326.80	13,125.02	16,326.80	13,125.02	80%	196,000.00	7%
685 - CAPITAL EQUIP / DEPREC Totals:		912,305.00	811,598.69	912,305.00	811,598.69	89%	10,950,000.00	7%
710 - CONSTRUCTION IN PROGRESS								
							% of Year Completed: 8%	
01-60-722200	DPPS BUILDINGS REHAB & MAINT	300,000.00	0.00	300,000.00	0.00	0%	300,000.00	0%
01-60-722202	DPPS VALVE REPLACEMENT	600,000.00	8,650.19	600,000.00	8,650.19	1%	600,000.00	1%
01-60-741000	REMOTE FACILITIES REHAB & MAINT	150,000.00	0.00	150,000.00	0.00	0%	150,000.00	0%
01-60-751000	TRANSMISSION MAINS	20,000,000.00	0.00	20,000,000.00	0.00	0%	20,000,000.00	0%
01-60-751200	CATHODIC PROTECTION	500,000.00	0.00	500,000.00	0.00	0%	500,000.00	0%
01-60-771000	VALVE REHAB & REPLACEMENT	500,000.00	0.00	500,000.00	0.00	0%	500,000.00	0%
01-60-771100	METER REPLACEMENT	150,000.00	0.00	150,000.00	0.00	0%	150,000.00	0%
01-60-771200	CONDITION ASSESSMENT	520,000.00	0.00	520,000.00	0.00	0%	520,000.00	0%
01-60-771700	REPLACEMENT OF SCADA SYSTEM	4,450,000.00	4,134.42	4,450,000.00	4,134.42	0%	4,450,000.00	0%
01-60-772500	ALTERNATIVE WATER SOURCE	5,000,000.00	10,000.00	5,000,000.00	10,000.00	0%	5,000,000.00	0%
01-60-798000	CAPITALIZED FIXED ASSETS	-32,170,000.00	-22,784.61	-32,170,000.00	-22,784.61	0%	-32,170,000.00	0%
710 - CONSTRUCTION IN PROGRESS Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%

...	...	May 2025-2026 Budget	May 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
850 - ESCROW FUNDED CONSTRUCTION								
								% of Year Completed: 8%
01-80-850001	METERING STATION	3,250,000.00	0.00	3,250,000.00	0.00	0%	3,250,000.00	0%
01-80-852001	AQUA ILLINOIS	2,000,000.00	0.00	2,000,000.00	0.00	0%	2,000,000.00	0%
01-80-852010	MONTGOMERY/OSWEGO/YORKVILL	199,500,000.00	6,006.48	199,500,000.00	6,006.48	0%	199,500,000.00	0%
01-80-899000	CONTRIBUTED/CAPITALIZED FIXED A	-204,750,000.00	-6,006.48	-204,750,000.00	-6,006.48	0%	-204,750,000.00	0%
850 - ESCROW FUNDED CONSTRUCTION Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%
Expense Totals:		**13,631,497.48**	**13,468,588.66**	**13,631,497.48**	**13,468,588.66**	**99%**	**158,637,087.16**	**8%**
01 - WATER FUND Totals:		**804,981.35**	**-751,337.31**	**804,981.35**	**-751,337.31**	**-93%**	**9,737,185.88**	**-8%**

Resolution #: R-46-25

Account: N/A

Approvals: *Author / Manager / Finance / Admin*

PDM - CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/10/2025

Description: **Recommendation to authorize execution of Tax Exempt Bond certification for WaterLink communities**

Agenda Section: Administration Committee

Originating Department: Administration

As the WaterLink project approaches construction, the participating communities Montgomery, Oswego, and Yorkville will be activating a variety of funding mechanisms to deposit the necessary funds it the DWC-WaterLink escrow accounts prior to the realization of associated costs. The communities will be utilizing a number of instruments for this purpose, including federal WIFIA funds, conventional municipal revenue/GO bonds, and reserve funds. The DWC will not be an obligatory party to any of the funding documents.

However, as bond documents are assembled, it will be necessary for DWC to certify the tax exemption status of the Commission so that the municipalities can comply with regulations for issuing tax-exempt instruments. The attached certification has been prepared by Chapman & Cutler, LLP on behalf of the Village of Oswego, with collaboration and reviewed by DWC Legal Counsel, Phil Luetkehans, of LBGA Law and is hereby submitted with a recommendation for approval. It is anticipated that similar certifications will be required for the other participating communities, so approval is sought for required companion certifications so long as they are substantially in the form as the Oswego document and are reviewed and approved by DWC Legal Counsel prior signature.

Recommended Motion:

To adopt Resolution R-46-25 authorizing the Chairman to execute Tax Exempt Bond Certification(s) for WaterLink Communities, no cost this action.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-46-25

A RESOULUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF COMMISSIONERS OF THE DUPAGE WATER COMMISSION TO EXECUTE CERTIFICATIONS RELATED TO ISSUANCE OF TAX EXEMPT BONDS BY THE WATERLINK COMMUNITIES

WHEREAS, the DuPage Water Commission, Illinois (the *"Commission"*), is a duly organized water commission and unit of local government of the State of Illinois (the *"State"*) operating, *inter alia,* under and pursuant to the Water Commission Act of 1985 and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.* (collectively, the *"Water Commission Act"*); and

WHEREAS, the United City of Yorkville, Kendall County, Illinois, the Village of Oswego, Kendall and Will Counties, Illinois, and the Village of Montgomery, Kendall and Kane Counties, Illinois (collectively, the *"WaterLink Communities"*), are each municipalities and units of local government of the State; and

WHEREAS, the Commission and each of the WaterLink Communities have entered into intergovernmental agreements pursuant to which, among other things, the WaterLink Communities will purchase water from the Commission to serve the water needs of the WaterLink Communities; and

WHEREAS, in order for the WaterLink Communities to receive water from the Commission, certain capital improvements must be made to the waterworks systems of the Commission and the WaterLink Communities, including the construction of a pipe which will connect the Commission's waterworks system to the waterworks systems of the WaterLink Communities (the *"Project"*); and

WHEREAS, pursuant to intergovernmental agreements among the Commission and the WaterLink Communities, the WaterLink Communities are required to pay the costs of the Project; and

WHEREAS, the WaterLink Communities have issued, or are expected to issue in the future, bonds or other obligations to finance the costs of the Project; and

WHEREAS, to decrease the borrowing costs for the WaterLink Communities, the WaterLink Communities expect to issue such bonds or obligations such that the interest thereon is excludible from gross income of the owners thereof for federal income tax purposes (*"Tax-Exempt Bonds"*) under the Internal Revenue Code of 1986, as amended; and

WHEREAS, because all or a portion of the Project will be owned by the Commission, the issuance of the obligations or the WaterLink Communities as Tax-Exempt Bonds will require certain covenants and agreements of the Commission to ensure that the requirements of the Code are met (each a *"Tax Certificate"*); and

WHEREAS, the WaterLink Communities are expected to issue Tax-Exempt Bonds in multiple tranches and at separate times for the Project and, therefore, it is expedient and economical to authorize the execution of such Tax Certificates in the future as such Tax-Exempt Bonds are issued:

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission, Counties of DuPage, Cook, and Will, Illinois, as follows:

SECTION ONE: *Incorporation of Preambles*. The Board of Commissioners hereby finds that the recitals contained in the preambles to this Resolution are true, correct, and complete and does incorporate them into this Resolution by this reference.

SECTION TWO: *Authorization to Execute Tax Certificates.* The Commission hereby authorizes the Chairman of the Commission to execute Tax Certificates upon the request of the

WaterLink Communities. Such Tax Certificates shall be substantially the form set forth as *Exhibit A* hereto, with such modifications or additions as may be necessary or that the WaterLink Communities may reasonably request, all related to the requirements for issuing Tax-Exempt Bonds under the Code. Any changes to the form of Tax Certificate attached hereto as *Exhibit A* shall be approved by the Chairman, the execution of the Tax Certificate by the Chairman being conclusive evidence of the approval of such changes.

SECTION THREE: *Superseder and Effective Date*. All resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Resolution shall be in full force and effect upon its passage and approval as provided by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION FOUR: *Severability*. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

	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

TO: DuPage Water Commission Board of Commissioners

FROM: Phillip A. Luetkehans, Luetkehans, Brady, Garner & Armstrong, LLC

SUBJECT: Montgomery, Oswego and Yorkville Bond

DATE: June 11, 2025

As you are aware, the DuPage Water Commission (the "Commission") has entered into Intergovernmental Agreements with Montgomery, Oswego and Yorkville (the "WaterLink" Communities") to provide Lake Michigan water to their communities (the "Project"). To obtain the financing for the Project, the individual WaterLink Communities will be obtaining tax-exempt bond financing for at least a portion of their costs. In order to obtain that bond financing, the bonds will impose certain conditions on the WaterLink Communities to ensure that the interests of the bondholders are protected.

Those conditions include the Commission providing several representations in the form of a Closing Tax Exemption Certificate (the "Exemption Certificate"). Our office has been working with bond counsel for the WaterLink Communities to agree on language for the Exemption Certificates, as needed by each of the WaterLink Communities at the time of any bond financing. That Exemption Certificate and requisite Resolution are in your Board packet for approval at this month's meeting. The major representations for the Commission's purposes are:

1. Commission will use all bond proceeds it receives from the WaterLink Communities only for the Project.
2. The Commission does not expect to sell any of the system serving the WaterLink Communities before the bonds are paid off or at the end of the Project's economic life, whichever comes first.
3. The Project being built will only be utilized by governmental entities bodies and their customers.
4. Commission expects to manage the Commission System through the end of the life of the bonds.
5. The Commission will not purchase any of the municipal bonds issued by the WaterLink Communities.

None of the representations being made in the Exemption Certificate should be problematic for the Commission. To streamline the process and assist in the timing of future bond issuances by the WaterLink Communities, the Resolution provided to you approves the form of the Exemption Certificate generally. Accordingly, the Chair will have the authority to execute these Exemption Certificates in the future without having to bring it back to the Board every time one of these needs to be provided for a bond closing.

EXHIBIT A

FORM OF TAX CERTIFICATE

CLOSING TAX EXEMPTION CERTIFICATE OF THE DUPAGE WATER COMMISSION

The [Village of Oswego, Kendall and Will Counties, Illinois][Village of Montgomery, Kendall and Kane Counties, Illinois][United City of Yorkville, Kendall County, Illinois] (*"_____"*), an Illinois municipal corporation and home rule unit organized and existing under the laws of the State of Illinois, [has issued] [is issuing on the date hereof] its [Title of Obligations], Series 20__ (the *"_____ Bonds"*), to pay the costs of certain capital projects necessary to connect the waterworks system of _____ to the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the *"Commission"*), specifically the construction of a pipe which will connect the Commission's waterworks system (the *"Commission System"*) to the systems of [Oswego][Montgomery][Yorkville], [the Village of Oswego, Kendall and Will Counties, Illinois (*"Oswego"*),] [the Village of Montgomery, Kendall and Kane Counties, Illinois (*"Montgomery"*)], [the United City of Yorkville, Kendall County, Illinois (*"Yorkville"*)] to allow for the delivery of water from the Commission System to Oswego, Montgomery and Yorkville (collectively, the *"WaterLink Communities"*) beginning in 2028 (the *"Project"*). The Commission and _____ have executed an intergovernmental agreement for the purchase and sale of water (the *"Water Agreement"*), providing for the Commission to serve the water needs of _____. In addition, the Commission and the WaterLink Communities have executed an Escrow Intergovernmental Agreement (the *"Escrow IGA"*) requiring each of the WaterLink Communities to deposit funds into an escrow account held thereunder (the *"Escrow Account"*) to pay a proportionate share of the costs of the Project, which the Commission will use to construct the Project and providing for the execution of documents as necessary to complete the objectives and requirements of the Escrow IGA, including executing this Closing Tax Exemption Certificate (this *"Certificate"*).

The Commission, as a party to the Water Agreement and the Escrow IGA, makes and enters into this Tax Agreement. The undersigned is a duly qualified officer of the Commission.

Section 1. Expectations. The certifications set forth various facts regarding the use of the Project.

Section 2. Definitions. Certain capitalized terms used herein and not defined shall have the meaning ascribed to such terms on *Exhibit A* hereto.

Section 3. Description of Project. (A) The Commission, within six months of the date hereof, reasonably expects to incur a substantial binding obligation (not subject to contingencies within the control of the Commission or any member of the same Controlled Group as the Commission) to a third party to expend at least five percent of the _____ Bond Proceeds on the Project. It is expected that the work of acquiring and constructing the Project will continue to proceed with due diligence and the _____ Bond Proceeds will be spent to pay costs of the Project in accordance with the drawdown schedule contained in *Exhibit B*.

(B) *Working Capital.* All _____ Bond Proceeds transferred to the Commission will be used, directly or indirectly, to finance Capital Expenditures of the Project.

Section 4. No Sale of the Project. (a) Other than as provided in the next sentence, neither the Project nor any portion thereof has been, is expected to be, sold or otherwise disposed of, in whole or in part, prior to the earlier of (i) the last date of the reasonably expected economic life to the Commission of the property (determined on the date of issuance of the _____ Bonds) or (ii) the last maturity date of the _____ Bonds (which is _____).

(b) The Commission acknowledges that if the Project is sold or otherwise disposed of in a manner contrary to (a) above, such sale or disposition may constitute a "deliberate action" within the meaning of the Regulations that may require prompt remedial actions to prevent interest on the _____ Bonds from being included in gross income for federal income tax purposes. The Commission shall promptly contact Bond Counsel if a sale or other disposition of the Project in a manner contrary to (a) above is considered by the Issuer.

Section 5. Private Use. (a) The Commission reasonably expects to be the owner of Project through at least the final maturity date of the _____ Bonds and reasonably expects that neither the Project nor any portion thereof will be sold or otherwise disposed of, in whole or in part, prior to such date.

(b) The Commission reasonably expects that it, other State and local governmental units and members of the general public with no special legal entitlements with respect to the Project will be the only users of the Project through the final maturity of the _____ Bonds.

(c) The Commission reasonably expects to manage all of the operations of the Commission System, including the Project, through the final maturity of the _____ Bonds, and does not reasonably expect to enter into agreements with any third parties to outsource management or operations of the Commission System.

(d) The Commission does not reasonably expect to lease the Project to any entity through the final maturity of the _____ Bonds.

(e) The Commission reasonably expects that no non-State or local governmental unit (other than possibly the Waterlink Communities) will have any special legal entitlements to use of the Project through the final maturity date of the _____ Bonds.

(f) No non-State or local governmental unit (other than customers of the local governmental units) will use the Project as a result of waterflow or output being delivered through the Project.

(g) The Commission will advise _____ in writing if any of its expectations as to use of the Project changes prior to the time the Commission enters into such agreements for use and will, prior to entering into any contractual arrangement or other transaction related to the Project that was not expected, provide _____ with the anticipated terms of such transaction.

Section 6. Internal Revenue Service Audits. The Internal Revenue Service has not contacted the Commission regarding any obligations issued by or on behalf of the Commission in

connection with the Commission System, and no such obligations are currently under examination by the Internal Revenue Service.

Section 7. Purchase of _____ Bonds by Commission. The Commission will not purchase any _____ Bonds.

Section 8. Records Retention. The Commission agrees to keep and retain or cause to be kept and retained sufficient records to support the continued exclusion of the interest paid on the _____ Bonds from federal income taxation and to demonstrate compliance with the covenants in this Certificate. Such records shall include, but are not limited to, basic records relating to the _____ Bond transaction (including this Certificate); documentation evidencing the use of _____ Bond-financed property by public and private entities (including, copies of leases, management contracts and research agreements); documentation evidencing all sources of payment or security for the _____ Bonds; or any contract relating to the water to be supplied from the Project to _____. Such records shall be kept for as long as the _____ Bonds are outstanding, plus the period ending three years after the latest of the final payment date of the _____ Bonds or the final payment date of any obligations or series of obligations issued to refund directly or indirectly all or any portion of the _____ Bonds.

Such records will be furnished to _____ on request. In the event of an examination of the _____ Bonds, the Commission agrees to cooperate with _____ at _____'s expense so that _____ may reasonably respond to any inquiry of the Internal Revenue Service.

Section 9. Future Events. (a) The Commission covenants that it will not take any deliberate action, deliberately omit to take any action or deliberately permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of proceeds of the _____ Bonds or of the facilities financed therewith) if taking, permitting or omitting to take such action would cause any _____ Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the _____ Bonds to be included in the gross income of the recipients thereof for federal income tax purposes.

(b) The Commission agrees that it will cooperate with _____ in responding to any inquiries from the Internal Revenue Service in connection with an examination of the _____ Bonds.

Section 10. Reliance by _____. The Commission acknowledges that the representations and covenants set forth in this Certificate may be relied upon by _____ in connection with its future issuance of the _____ Bonds in due course. Furthermore, the Commission acknowledges that with the delivery of future _____ bonds, duly qualified officers of the Commission will provide a certificate substantially in the same form of this

Certificate or reaffirm the representations in this Certificate for such future issue of _____ bonds.

Section 11. Termination. This Certificate shall remain in force as amended or supplemented from time to time, until the _____ Bonds are retired, except that Section 9 shall not terminate until three years after all _____ Bonds are retired.

If the Commission has any questions regarding its responsibilities under these covenants, it will contact _____ and request clarification or additional guidance.

Dated: June __, 2025.

DUPAGE WATER COMMISSION
COUNTIES OF DUPAGE, COOK AND WILL,
ILLINOIS

By:_____
Its: _____

EXHIBIT A

DEFINITIONS

"Bond Counsel" means _____ or such other nationally recognized firm of attorneys experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds as selected by _____.

"Capital Expenditures" means costs of a type that would be properly chargeable to a capital account under the Code (or would be so chargeable with a proper election) under federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation, taking into account the definition of Placed-in-Service set forth herein.

"Code" means the Internal Revenue Code of 1986.

"Control" means the possession, directly or indirectly through others, of either of the following discretionary and non-ministerial rights or powers over another entity:

(a) to approve and to remove without cause a controlling portion of the governing body of a Controlled Entity; or

(b) to require the use of funds or assets of a Controlled Entity for any purpose.

"Controlled Entity" means any entity or one of a group of entities that is subject to Control by a Controlling Entity or group of Controlling Entities.

"Controlled Group" means a group of entities directly or indirectly subject to Control by the same entity or group of entities. A Controlled Group includes the entity that has Control of the other entities.

"Placed-in-Service" means the date on which, based on all facts and circumstances (a) a facility has reached a degree of completion that would permit its operation at substantially its design level and (b) the facility is, in fact, in operation at such level.

"Regulations" means United States Treasury Regulations dealing with the tax-exempt bond provisions of the Code.

EXHIBIT B

DRAWDOWN SCHEDULE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF AGENDA, MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the *"Commission"*), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Commission and of the Board of Commissioners (the *"Board of Commissioners"*) thereof.

I do further certify that the foregoing is a full, true, and complete transcript of that portion of the minutes of the meeting (the *"Meeting"*) of the Board of Commissioners held on the 19th day of June, 2025 insofar as the same relates to the adoption of a resolution entitled:

> A RESOLUTION authorizing the Chairman of the Board of Commissioners of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, to execute certifications related to the issuance of tax exempt bonds by the WaterLink Communities.

(the *"Resolution"*) a true, correct, and complete copy of which Resolution as adopted at the Meeting appears in the foregoing transcript of the minutes of the meeting.

I do further certify that the deliberations of the Board of Commissioners on the adoption of the Resolution were taken openly; that the vote on the adoption of the Resolution was taken openly; that the Meeting was held at a specified time and place convenient to the public; that notice of the Meeting was duly given to all newspapers, radio or television stations, and other news media requesting such notice; that an agenda for the Meeting (the *"Agenda"*), which Agenda contained a separate specific item concerning the proposed adoption of the Resolution, was posted at the location where the Meeting was held and at the principal office of the Board of Commissioners at least 48 hours in advance of the holding of the Meeting**, and a true, correct and complete copy of which Agenda is attached hereto**; and that the Meeting

was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Water Commission Act of 1985, as amended, and that the Board of Commissioners has complied with all of the provisions of said Acts and with all of the procedural rules of the Board of Commissioners in the adoption of the Resolution.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Commission this 19th day of June, 2025.

_____
Commission Clerk

[SEAL]

Resolution #: R-58-25

Account: 01-60-628000, $50,000

Approvals: *Author / Manager / Finance / Admin*

PDM - - PDM

REQUEST FOR BOARD ACTION

Date: 6/11/2025

Description: **A Resolution authorizing a contract for Communications Professional Services with Sikich, LLP in an amount not-to-exceed $50,000**

Agenda Section: Administration Committee

Originating Department: Administration

DWC has a number of significant initiatives underway which necessitate the engagement of a professional communications consultant as the Commission does not employ personnel for this purpose. Some of the activities which require assistance in this regard are listed following:

- Branding and messaging; generate updated branding for continuity among 1) website update, 2) WaterLink project website and messaging, 3) Source Water Project website and messaging, 4) DWC event attendance and outreach event, 5) general outward facing DWC messaging and documentation;
- Logo refinement and update; consider update of logo for ADA compliance and to better communicate the reach of the Commission geographically.
- Develop standard templates which ensure continuity and professional presentation across all documents, including letterhead, transmittals, agendas, powerpoint decks, etc.
- Assist with media relations; prepare press releases when directed to do so, curate and manage an active list of media outreach contacts;
- Provide social media plan and activities, assist in managing on-line social media messaging and presence;
- Crisis communication; as required and necessary
- General Assistance / Indeterminant need; assist DWC as directed to manage communications, promotions, marketing, messaging, and preparation of materials.

DWC engaged Sikich LLP in an interview and scoping session and has found them to be well-positioned to perform the wide variety of required services. A general scoping document is attached which provides a not-to-exceed estimate for a variety of anticipated tasks. DWC staff also expects that there will be additional unanticipated or undefined activities which will become necessary over the coming

months, so additional services can be activated as directed when needed and will be charged against the not-to-exceed value on a time and materials basis. DWC intends to work with Sikich to activate tasks from the SOW menu, and as otherwise directed based upon priority over the coming months.

As the not-to-exceed value of this resolution is approached, DWC will evaluate additional needs and place a following Resolution on the Board agenda to extend funding at that time.

Recommended Motion:

To adopt Resolution R-58-25 approving a Professional Services Communications Contract with Sikich, LLP in an amount not-to-exceed $50,000.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-58-25

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT FOR COMMUNICATIONS CONSULTING WITH SIKICH, LLP

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 has been organized under the Acts to supply water within its territorial limits; and

WHEREAS, the services of a Professional Services Communications Consultant are necessary to assist in updating and enhancing current communications systems and to provide continuity and adhere to professional standards; and

WHEREAS, Sikich LLP was engaged for consideration and found to be well positioned to provide the variety of services needed; and

WHEREAS, DWC has engaged with Sikich LLP to generate a general Statement of Work has been developed to establish not-to-exceed costs per task, which may be activated as necessary; and

WHEREAS, unanticipated or undefined activities can further be activated when needed to be paid for on a time and materials basis;

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: A Statement of work contract document, 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 it hereby is approved in an amount not-to-exceed $50,000. The General Manager shall be and hereby is authorized and directed to execute the agreement in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager.

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-41-25.docx

EXHIBIT 1

THE Agency SIKICH

PRODUCTION ESTIMATE

DATE: March 3, 2025

Client: DuPage Water Commission

Project: 2025-2026 marketing program

Duration: May 1, 2025-April 30, 2026

	SIKICH FEES	EXPENSES	TOTAL
Execution (The Agency at Sikich)			
Branding and messaging: The Agency to host a brand workshop with key client stakeholders to determine marketing objectives, review all existing project plans and assets. After the brand workshop, The Agency to draft key messages for the "source water project" and develop a new logo and new visual identity for the project. The Agency will share three concepts for client review before narrowing down to two logos for client approval. This work will include up to three rounds of minor revisions (any additional revisions will be billed at an hourly rate). The final logo will include all visual identity and brand guidelines, including typography, color palette, relevant imagery/icon library, and a PowerPoint template with uniform slides for client use for all public-facing presentations. The Agency to also work with client to develop a community presentation to help articulate project goals and messaging in a compelling way to various stakeholders. ***Target: Hold 1, 2-hour brand workshop with all relevant client stakeholders, 1 set of key messages, 1 new project logo with multiple formats provided (.ai, .png, .jpg), 1 set of brand guidelines, 1 PPT template and 1 PPT community presentation.*** **Expenses include team travel (TBD, in-person brand workshop), purchase of Adobe stock images.**	$19,000	$800	$19,800
Logo refresh with brand guidelines: The Agency to work to refresh and simplify the organization's current logo to be more inclusive of all municipalities served, more adaptable and more easily reproducible. The Agency will share three variations for client review before narrowing down to two logos for client approval. This work will include up to three rounds of minor revisions (any additional revisions will be billed at an hourly rate). The Agency will develop brand guidelines that incorporate the updated logo, current color palette, typography, and any existing iconography or supporting graphics to help create a cohesive brand document for internal and vendor usage guidance. ***Target: 1 new organization logo with multiple formats provided (.ai, .png, and .jpg) and 1 set of brand guidelines***	$5,200	$0	$5,200
Materials and assets: Upon final creation of new logo(s) and brand guidelines, The Agency to develop the following materials for the client to update and use as needed: 1) fully-designed email template in client's preferred format for communicating about project updates and progress with various partners/municipalities 2) press release template, including new boiler plate; includes one fully written press release. 3) Project FAQ; one frequently asked question document with responses drafted based on client discussion and existing project plans. Final document to be shared on website and used in response to media, partner and community questions. 4) communications package for sending to all municipalities, to include one package of materials for client to share with each municipality for communicating with their respective communities about the project. ***Target: 1 email template, 1 press release template, 1 draft press release, 1 project FAQ, 1 comms package for municipalities, includes an email with access to abbreviated brand guidelines, logo files, final FAQ document, social media template materials and any relevant existing materials.*** **Expenses include 1 press release distribution via PRNewswire.**	$28,000	$3,000	$31,000
Website design and development: The Agency at Sikich will design and develop one basic microsite that includes existing project materials and assets, copy and design for homepage and four separate web pages, all created in template form for client updating and will include ADA compliance. Design will include a custom animation and an interactive timeline to help describe the project visually. The Agency will share three concepts for client review before narrowing down to one final microsite design and all design elements. This work will include up to three rounds of minor revisions and any additional revisions will be billed at an hourly rate. Website maintenance through duration of marketing program, including updating website with new materials. ***Target: New microsite including one custom animation or interactive timeline; 1 year of maintenance.*** **Expenses include access to digital monitoring tools.**	$30,000	$500	$30,500
Media relations: The Agency to develop a media strategy to support the "source water project" and develop an editorial calendar with key media opportunities and potential story topics that would interest media. Team to update and refresh existing media list including all relevant media outlets and contacts, organized by potential topics of interest. They Agency will draft all relevant pitch notes to guide outreach to the media list. The Agency will also respond to all incoming media inquiries, working with client to develop and approve responses based on key messages and FAQs. ***Target: 1 media strategy with 4 recommended outreach efforts and associated media pitches and 12 months of reactive media efforts.*** **Expenses include access to online media database tools.**	$12,000	$3,500	$15,500
Social media management: The Agency to develop a social media strategy to refresh the existing Facebook and Instagram profile. Work includes crafting community management guidelines, protocols for posting/responding to comments, development of template graphics, editorial calendar and recommended content. Upon relaunch of both profiles, The Agency will serve as community manager and handle all incoming comments and work with client to respond as needed. ***Target: Strategy and set up of 2 social media profiles (Facebook and Instagram) and development of 4 social media templates, 6 months of social media content creation (copy and images), publishing and management; up to 4 custom posts per month; unlimited scheduling and posting.*** **Expenses include purchase of Adobe stock images for creation of templates.**	$45,000	$1,000	$46,000
Crisis communications: The Agency to support crisis media relations requests that fall outside the scope of the 2025-2026 marketing program. This includes responding to reactive inquiries that require a communication strategy or activity beyond 1 email response. ***Target: Crisis communications work, as requested by client, billed at $350/hour.*** **Note: Upon activation of a crisis communications need, The Agency will receive written approval from client before proceeding with the crisis hourly rate and will alert client once activities exceed $5,000. Does not include any estimated expenses (e.g., press release distribution).**	*$350/hour*		
Management, measurement and reporting: The Agency to manage marketing program, measure and report on results, and meet with client to report on progress and discuss upcoming priorities. ***Target: Monthly marketing meetings.***	Included		

This Statement of Work (this "SOW") dated March 3, 2025, is entered into by and between Sikich LLC ("Sikich", "we," "us," or "our") and DuPage Water Commission ("Client", "you," or "your") pursuant to that certain Agreement dated Jan. 21, 2025, between Sikich and Client (the "Agreement"). This SOW shall be governed by the terms of the Agreement, all terms of which are hereby incorporated herein by reference.

Management Responsibilities: We, in our sole professional judgment, reserve the right to refuse to take any action that could be construed as assuming management responsibilities. You agree to make all management decisions, perform all management functions, and assume all management responsibilities for the Services; oversee the Services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the Services performed; and to accept responsibility for the results of the Services, including decisions regarding the implementation of any recommendations provided by us. Client will establish and maintain internal controls relevant to its organization, including the security of email accounts or other methods used to communicate with our engagement team members, and monitoring the effectiveness of their operation.

Fees for services, schedule: The total amount authorized by this document is $50,000. Sikich will share SOWs for projects, as the Client requests them. These SOWs will include fees, expenses, and an invoicing schedule. Final costs for projects may vary from the amounts listed in this document due to adjusted scopes and/or timelines. Client agrees to pay Sikich for hours worked on crisis communications (hourly rate: $350), plus incurred expenses. Sikich will obtain Client's prior written approval for expenses not covered by this statement of work and will invoice expenses, as they are incurred.

Approved:_____ Date:_____

Resolution #: R-59-25

Account: 01-60-628000, 659000, 685100

Approvals: *Author / Manager / Finance / Admin*

DC RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/12/2025

Description: **A Resolution Authorizing the General Manager to Purchase and Upgrade the Meter Shop Test Bench Computer and Associated Programs Through Concentric Integration, in accordance with DWC Purchasing Procedures**

Agenda Section: Administration Committee

Originating Department: Systems & Information Technology

Staff is requesting authorization to approve services from Concentric Integration to provide a replacement computer for the Meter Shop Test Bench and to upgrade the Rockwell and SQL software used to run the Meter Shop Test Bench calibration program.

The Meter Shop Test Bench calibration program was developed and integrated by Baxter & Woodman and has been supported by them since its inception, nearly twenty years ago. Concentric Integration is the technical branch of Baxter & Woodman that now handles control and integration support and services.

The Meter Shop Test Bench computer hosts and runs the meter calibration program through the Rockwell and SQL software. The computer functions as the primary interface for the Instrumentation and Metering Technician, and it has reached the end of its useful life. In addition, the current computer runs on a Windows 10 operating system, which will no longer be supported starting in October 2025. Concentric will provide a replacement computer that includes a Windows 11 operating system and will perform the transfer of the software and historical data from the existing system. Concentric will also upgrade the Rockwell and SQL software for compatibility with the Windows 11 operating system and perform testing with the Instrumentation and Metering Technician to ensure full functionality with the meter test bench apparatus and integrated components.

This expense is budgeted in the Annual Management Budget; Board approval is required due to the sole-source service provider.

The proposal for the upgrade services is broken down into three scope items:

Scope Item	Cost
Hardware	$1,733.00
Software Licensing	$937.00
Technical Services	$14,130.00
Total	$16,800.00

Hardware includes the purchase of a new host computer. Software licensing covers the purchase of updated Rockwell licensing. Technical services cover the estimated cost for setup, installation, data migration, and system testing. With the total cost of the proposal coming to a cost of $16,800..

Recommended Motion:

To Adopt Resolution R-59-25

DuPAGE WATER COMMISSION

RESOLUTION NO. R-59-25

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE AND UPGRADE THE METER SHOP TEST BENCH COMPUTER AND ASSOCIATED PROGRAMS THROUGH CONCENTRIC INTEGRATION

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 purchase materials and technical services to upgrade the Meter Shop Computer and associated programs from Concentric Integration; and

WHEREAS, for ease of maintenance, the commonality of parts and support, the staff wishes to directly purchase a replacement computer, the associated setup, installation, configuration, data migration, and testing services;

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 the materials and technical services to upgrade the Meter Shop Computer and the associated programs from the Sole Source Supplier, Concentric Integration, in an amount not to exceed $16,800.

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

Project Proposal

June 5, 2025

Mr. Denis Cuvalo
Systems Engineer / IT Supervisor
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126

Subject: Meter Shop Workstation Replacement

Concentric Project Number: 2500691.00

Dear Mr. Cuvalo:

DuPage Water Commission has a meter shop workstation running the Windows 10 operating system and Rockwell FTView SCADA software. This workstation is used in the Meter Shop for flow meter calibration. The operating system will reach the end of support in October 2025.

Along with upgrading the workstation, the Rockwell software must be upgraded for compatibility with the Windows 11 operating system. At the request of the DuPage Water Commission, Concentric Integration is proposing the following.

Scope of Services

Equipment

Concentric will provide the following equipment and licensing:

1. Dell OptiPlex 7000 Workstation
    a. i7 Processor, 32 GB RAM, 500GB Hard Drive
    b. Three-Year Warranty

2. Rockwell TechConnect Self-Assist with Coverage for One-Year for FTView Station SE and FTView Studio.

Labor

Project Management

1. Plan, schedule, and coordinate the activities that must be performed to complete the Project.
2. Coordinate a phone-based kick-off call.
3. Provide project status updates via email at a frequency of every two weeks.

Workstation Setup

1. Configure workstation by performing the following tasks:
   a. Update firmware.
   b. Create user accounts.
   c. Apply Windows updates.
   d. Install backup and anti-virus software if the Commission provides installation media and licensing information.

Installation of Application Software

1. Install and configure Rockwell FTView SCADA software on the workstation.
2. Migrate existing FTView software application to the newest version.

Installation of SQL Express

1. Configure SQL database by performing the following tasks:
   a. Install SQL Express.
   b. Migrate existing backup scripts.
   c. Migrate existing database.
   d. Configure IIS for the web browser reporting tool.
   e. Confirm logging connections and integration testing with Rockwell FTView software.

Onsite Setup/Testing

1. Remove the existing computer and install the new workstation at the Main Pump Station. The Commission is responsible for disposing of the old computer properly.
2. Perform a test with an employee of DuPage Water Commission to ensure the software operates as expected. No new functions will be provided as part of this project.

Fee

Our fee for the above scope is a lump sum of $16,800.00.

This proposal is valid for 90 days from the date issued.

Scope Item	Cost
Hardware	$1,733
Software Licensing	$937
Technical Services	$14,130
Total	$16,800

Concentric Assumptions / Customer Responsibilities

1. The customer will assign an initial project manager at the project kickoff meeting.
2. The customer will provide site access for installation, programming, and startup during the Customer's normal business hours. Work outside of the Customer's normal business hours can be agreed upon as needed, provided Concentric can secure the site(s) upon departure.
3. The customer understands that all existing equipment is assumed to be in good working order. If any other equipment does not perform as expected, Concentric will work with the Customer to repair it as needed under a separate contract.
4. The customer will dispose of/recycle any removed equipment.
5. The customer understands that software/materials purchased outside Concentric may require regular support, and Concentric will coordinate directly with the manufacturer to identify support costs for future budgeting purposes.

Annual Support

This project will add additional hardware and software to the Customer, some of which has support or maintenance associated with it. Concentric recommends that the Customer maintain any applicable support agreements once the initial support/warranty periods expire. On this project, we have included the following support agreements, which all begin approximately on the date the product is shipped (not necessarily the date it is onsite) and last for one year.

The following is the recommended support and estimated amounts for annual renewals (this is provided solely for budgetary purposes and will need to be quoted at the time of renewal):

Description	Annual Renewal
Rockwell Factory Talk Software	$1,000.00
Total	**$1,000.00**

Manufacturer standard warranty on all other hardware

Project Schedule

Concentric is available to begin work upon notice to proceed.

Warranty

The warranty listed in the Standard Terms and Conditions (Paragraph 12.2):

☒ DOES apply
☐ DOES NOT apply

Standard Terms and Conditions References

Effective Date: The Effective Date of this Proposal and the associated Standard Terms and Conditions shall be the date this Proposal is accepted as shown by Customer's dated signature below.

Third Party Materials (See Standard Terms and Conditions Paragraphs 3.2 & 8.3):

☒ DOES apply
☐ DOES NOT apply

Notices: Notices required to be provided to Customer in accordance with Paragraph 16.3 of the Standard Terms and Conditions shall be delivered to the individual and address given above, unless Customer provides updated notification information to Concentric in writing.

Standard Terms and Conditions

Concentric Integration, LLC's Standard Terms and Conditions, Version 10.2 (V10.2), located at http://goconcentric.com/standard-terms/ are hereby incorporated into this Project Proposal as though fully attached hereto. By signing below, each of the undersigned represents and warrants that Concentric Integration, LLC's Standard Terms & Conditions are legal, valid and binding obligations upon the parties for which they are the authorized representative.

Acceptance

If this proposal is acceptable, please sign one copy and return it to us. Feel free to contact me if you have any questions.

Sincerely,

CONCENTRIC INTEGRATION, LLC



Michael D. Klein, PE
President
MDK/DSS

CUSTOMER:
DUPAGE WATER COMMISSION

ACCEPTED BY: _____

TITLE: _____

DATE: _____

P:\DUPWC\2500691-METER SHOP PC UPGRADE\CONTRACT\WORK\2500691.00_PROPOSAL_METERSHOPPCUPGRADE.DOCX

Resolution #:	N/A
Account:	01-60-662100
Approvals:	*Author / Manager / Finance / Admin*
	RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/12/2025

Description: **Travel for two (2) Commission Employees for Factory Valve QA/QC Testing for High Lift Pump Cone Valve Rebuilds in York Pennsylvania, at an estimated cost of $2,000.**

Agenda Section: Administration Committee

Originating Department: Administration

Each of the high-lift pumps is equipped with a hydraulically-operated Cone Valve to develop and regulate necessary pumping discharge head pressure when initiating operator start-up command to an HLP. Resolution R-2-24 approved the removal and reconditioning of each individual Cone Valve. Upon completion of each valve reconditioning, it is imperative that each valve be inspected and tested at the repair facility in York Pennsylvania prior to shipment back to Elmhurst for reinstallation and commissioning. This request is for DWC staff to travel to the repair facility, inspect and witness test the 1st of the nine valves scheduled for reconditioning. The program is budgeted in the FY-25/26 budget and the intention is to carry through for the next several fiscal years.

Dates	Location/Event Description	Attendees	Budgeted/Estimated Expenditure
TBD	Factory Valve Testing for High Lift Pump Cone Valve Rebuilds – York Pennsylvania	[redacted] Manager of Water Operations [redacted] Operations Supervisor	Estimated at $2,000 (includes Lodging/Transportation and per diems)

Recommended Motion:

To authorize Business-Related Travel Expenses two (2) Commission Employees for Factory Valve QA/QC Testing for High Lift Pump Cone Valve Rebuilds in York Pennsylvania, at an estimated cost of $2,000 as included in the FY-25/26 Management Budget and as listed above.

DUPAGE WATER COMMISSION
OVERNIGHT/OUT OF STATE TRAVEL REQUEST

Request Date	June 12, 2025
Name of Attendee	
Job Title	Manager of Water Operations
Department	Administration
Purpose of Travel>	Factory Witness Testing of Re-built High-Lift Pump Control Valve
Destination	York, Pennsylvania
Date of Departure	TBD
Date of Return	TBD

Please indicate the estimated amount for each applicable expense:

Air Fare:	$350.00
Rental Car:	$200.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	$0.00
Lodging:	$300.00
Registration (including reference materials):	$0.00
Meals and Tips:	$150.00
*Miscellaneous (describe below):	
Total Estimated Expense:	$1,000.00

**Explanation of Miscellaneous if included in estimates above:*

Recommendations for Approval:

Department Head:		Date:	June 12, 2025

DUPAGE WATER COMMISSION
OVERNIGHT/OUT OF STATE TRAVEL REQUEST

Request Date	June 12, 2025
Name of Attendee	
Job Title	Operations Supervisor
Department	Operations
Purpose of Travel>	Factory Witness Testing of Re-built High-Lift Pump Control Valve
Destination	York, Pennsylvania
Date of Departure	TBD
Date of Return	TBD

Please indicate the estimated amount for each applicable expense:

Air Fare:	$350.00
Rental Car:	$200.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	$0.00
Lodging:	$300.00
Registration (including reference materials):	$0.00
Meals and Tips:	$150.00
*Miscellaneous (describe below):	
Total Estimated Expense:	$1,000.00

**Explanation of Miscellaneous if included in estimates above:*

Recommendations for Approval:

Department Head:		Date:	June 12, 2025

DuPage Water Commission
30 YEARS OF SERVICE
Pure. Essential. Stewardship.

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: 6/12/2025

Subject: Status of Operations, Engineering and Construction

Operations Overview

The Commission's sales for May 2025 were a total of 2.39 billion gallons. This represents an average daily demand of 77.2 million gallons per day (MGD), which is higher than the May 2024 average day demand of 73 MGD. The maximum day demand was 88.6 MGD, recorded on May 18, 2025, which is higher than the May 2024 maximum day demand of 83.4 MGD. The minimum day flow was 65.8 MGD.

The recorded total precipitation for May 2025 was 1.35 inches compared to 4.06 inches for May 2024. The level of Lake Michigan for May 2025 is 578.64 (Feet International Great Lakes Datum (IGLD) 1985) compared to 579.33 (Feet IGLD 1985) for May 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 are experiencing start-up issues when the motor is turned on. Staff are coordinating on-site manufacturer service to assist with motor setpoint adjustments, start-up, and testing.

HLP No. 9 Pump Control Cone Valve was removed and shipped out for rebuilding. Upon successful factory testing and once the rebuilt cone valve is returned, it will be inserted into the discharge of a HLP to be determined, and the removed valve will be rebuilt. This process will continue until each of the High Lift Pumps has a new or refurbished valve in place.

Resolution R-52-25 appears on the agenda seeking authorization for the General Manager to purchase material and labor services from a sole source provider to maintain the Emergency Generation System, as needed, at a cost not-to-exceed $100,000.

Resolution R-53-25 appears on the agenda seeking authorization for the General Manager to purchase material and labor services from a sole source provider to maintain Electric Motors for High-Lift Pumping Equipment, as needed, at a total cost not-to-exceed $100,000.

On January 21st and again on May 17th, 2025, the DuPage Pumping Station experienced power failures related to Commonwealth Edison service disruptions which in turn caused power supplies and protective relay devices to fail and trip the 4.16kV Switchgear resulting in the prevention of the automatic engagement of the Emergency Generator System. In both instances staff was able to troubleshoot, locate, and address each failure and place the pumping systems back online. The baseline issue appears to be the direct monitoring of the incoming ComEd power, and the devices installed during original construction, circa 1990, to provide the downstream control power of the AC to DC converter, in which the protective relay devices rely upon. R-48-25 and R-49-25 appear on the agenda to approve Task Orders with CDM Smith and Strand Associates to further evaluate the issue and propose solutions as well as look into the potential updating of high-lift pump motor monitoring and protective relays which are nearing the end of their useful life.

Regarding R-54-25, this item appears on the agenda to approve a Task Order with Arcadis USA, Inc. to review the notification received from the EPA regarding the potential reclassification of the Commission's Emergency Generation system into a major source of Ozone effective January 16, 2026. Arcadis concluded that the Commission's Emergency Generation System, if it continues to operate as it has historically, should not be reclassified as a major source of emissions as suggested by the EPA. Arcadis, in conjunction with staff, developed a response and provided the same to the EPA. Staff are awaiting a response from the EPA and will report back should the EPA not concur with the Arcadis review.

City of Chicago Water Treatment Modifications

No Change: The City of Chicago has reported as of March 31st, the transition has been completed from blended phosphate to phosphoric acid, to optimize the control of lead and copper release through household plumbing. DWC staff will continue monitoring certain water quality parameters to follow the progress.

Lexington Operations and Maintenance Overview

Proposals for potential installation of vibration analysis instrumentation have been received from vendors and Quick-Response Electrical contractors and are currently under review. The proposals will be provided to 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, have commenced their investigations including engagement with potential entities regarding easement acquisition and bathymetry studies of Lake Michigan, which is scheduled to take place this summer.

Pipeline & Remote Facilities Maintenance Overview

Pipeline and Remote Facilities staff continue to inspect Remote Facilities and perform the annual valve exercising program.

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-45-25 appears on the agenda to ratify Work Authorization Order No. 034 to Quick Response Contractor Benchmark Construction Co. Inc. WAO No. 034 was approved in advance to perform repairs on a leaking 24-inch diameter water main which services the Village of Lombard. This is the 2nd such leak on this main, within a few hundred lineal feet of each other, as a result of directional boring equipment skimming the protective coating of the steel watermain many years ago, unbeknownst to the Commission, and accelerating corrosion.

Resolution R-43-25 appears on the agenda to approve and ratify Work Authorization Order No. 033 to Quick Response Contractor Benchmark Construction Co. Inc. The WAO No. 033 was approved in advance to perform repairs on a leaking air release valve.

Resolution R-44-25 appears on the agenda to approve Work Authorization Order No. 003 to Quick Response Electrical Contractor (Contract QRE-10) McWilliams Electric Co. Inc. to replace and upgrade electrical panels and junction boxes at two Remotely Operated Valve locations.

R-50-25 appears on the agenda seeking approval to enter into three (3) new Quick Response Contracts (Contract QR-13/25) with Benchmark Construction Co., John Neri Construction Co., Inc., and Rossi Contractors, Inc., as having been determined to be qualified bidders based upon the review by staff.

SCADA & Information Technology Overview

The SCADA Replacement Project (Contract PSD-9/21) is ongoing. The DWC campus control panel replacement has been completed, with the site acceptance testing also having been completed. Commission and Concentric staff are continuing to work on communication configuration and stress testing with bench and field testing, anticipating the first remote site RTU replacement to start early July. Electrical improvements to remote sites are underway, completing improvements at remote sites included in the first batch to have their RTUs replaced. The inspection and maintenance of remote site antenna systems has continued and is about 95% complete. Replacement of the fiber network for the DWC campus is anticipated to begin in July, with the addition of a new duct bank to complete a ring topology for the new fiber network.

The annual Customer Meter Testing Program is ongoing and is approximately 20% complete.

Engineering & Capital Improvement Program Overview

Design of a Joint Facility (Metering Station and Pressure Adjusting Station) at Lombard's fifth connection point continues, with review of the 90% documents currently underway.

Additional efforts regarding the Commission's annual Cathodic Protection Improvements have also begun, with the annual test point survey in progress. Preliminary design plans for rectifier and ribbon anode improvements on the south and outer belt transmission pipelines have also been completed and are currently under review by staff.

WaterLink Communities (Montgomery/Oswego/Yorkville)

The Phase II engineering effort remains ongoing and is approximately 83% complete. Permit submittals continue to be coordinated, with all review comments assessed and incorporated as necessary into the design drawings by the design team. Additional communications with ComEd continue and final technical review comments are expected in the very near future. Draft License Agreement language has also been provided by ComEd and is under review by Staff, with negotiations of the agreement terms to follow.

The corrosion control treatment study, performed by the Cornwell Engineering Group, continues to move forward with positive results. This study is required by the IEPA and is expected to be completed by November 2025, though preliminary results indicate that it could be completed much earlier.

Efforts related to easement acquisition also continue, with an additional group of easements prepared for consideration. Ordinance O-7-25 will be discussed in Executive Session regarding the acquisition of real estate (easements) and will be acted upon as part of the Regular Commission Meeting agenda. This action will be the first of two Board approvals required for each acquisition. Each will require Board authorization to initiate the negotiation process with the property owner and all will ultimately need additional authorization at a future Board meeting to approve the negotiated compensation amount, which is based on the appraised value of the land.

Construction Engineering solicitations were recently sent out, with proposals due at the end of May. Firms were selected through the qualifications-based selection (QBS) process and are brought forward on the agenda for approval under Resolutions R-54-25, R-55-25, R-56-25 and R-57-25. In addition to the construction engineering assignment, Resolution R-57-25 also includes the first year of the Program Management effort, which will be performed by Burns & McDonnell.

The Book Road bid package was recently advertised for bid and a mandatory pre-bid meeting was held on June 3rd, with 32 contractors/suppliers/vendors in attendance.

Board Action Items

Resolution R-43-25: Approval of Work Authorization Orders Under Quick Response Contract QR-12/21 **(WAO No. 033 – Benchmark Construction Co, Inc. - $7,635.85)**

Resolution R-44-25: Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QRE-10/24 **(WAO No. 003 to McWilliams Electric Co. Inc. - $8,900)**

Resolution R-45-25: Approval of Work Authorization Orders Under Quick Response Contract QR-12/21 **(WAO No. 034 – Benchmark Construction Co, Inc. – Estimated Expense $220,000)**

Resolution R-48-25: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with CDM Smith, Inc. **(Task Order No. 02 – Not-To-Exceed $50,000)**

Resolution R-49-25: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Strand Associates **(Task Order No. 06 – Not-To-Exceed $20,000)**

Resolution R-50-25: A Resolution Awarding Quick Response Contracts (Contract QR-13/25) **(No Cost This Action)**

Resolution R-51-25: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Arcadis US, Inc. to Perform an Environmental Review of Air Emissions Permitting Requirements for the Emergency Generation System **(At a Cost of $1,725)**

Resolution R-52-25: A Resolution Authorizing the General Manager to Purchase Materials and Labor Services for the Commission's Emergency Generator System **(Altorfer Power Systems – Not-To-Exceed $100,000)**

Resolution R-53-25: A Resolution Authorizing the General Manager to Purchase Material and Services from a Sole Source Provider to Maintain Electric Motors for High-Lift Pumping Equipment **(WEG Electric Machinery (EM) – Not-To-Exceed $100,000)**

Resolution R-54-25: A Resolution Approving and Authorizing the Execution of a Master Contract with Bowman Consulting Group, Ltd. for Professional Engineering Services and Authorization of Task Order Number 1 **(Not-To-Exceed $4,591,202)**

Resolution R-55-25 A Resolution Approving Task Order Number 4 under a Master Contract with Christopher B. Burke Engineering, Ltd. **(Not-To-Exceed $1,691,450)**

Resolution R-56-25: A Resolution Approving Task Order Number 2 under a Master Contract with Stanley Consultants, Inc**. (Not-To-Exceed $3,007,445)**

Resolution R-57:25: A Resolution Approving Task Order Number 7 under a Master Contract with Burns & McDonnell Engineering Co., Inc. **(Not-To-Exceed $9,991,794)**

Attachments

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

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS 01-May-92 TO 31-May-25

PER DAY AVERAGE 77,767,224

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
TOTALS (1)	939,739,136,798	966,690,241,114	97.21%	$2,450,892,531.60	$2,160,253,641.95	893,135,142	0.09%	97.30%	$2.61	$2.235

(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										
May-24	2,285,252,000	2,331,031,384	98.04%	12,751,706	10,580,551				$5.58	$4.539
May-25	2,375,691,000	2,438,182,271	97.44%	13,779,008	11,442,389				$5.80	$4.693
	90,439,000	107,150,887		$1,027,302	$861,838					
	4.0%	4.6%		8.1%	8.1%					
Month										
May-24	2,285,252,000	2,331,031,384	98.04%	12,751,706	10,580,551				$5.58	$4.539
May-25	2,375,691,000	2,438,182,271	97.44%	13,779,008	11,442,389				$5.80	$4.693
	90,439,000	107,150,887		$1,027,302	$861,838					
	4.0%	4.6%		8.1%	8.1%					
May>April	367,907,000	375,733,795		2,575,573	1,763,319					

DUPAGE WATER COMMISSION
PWS FACILITY ID# - IL435400
MONTHLY OPERATIONS REPORT
DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS
MAY 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	1.44	0.05	1.99	1.20	0.07	55	7.0	0.8	2.26	0	KD
2	1.38	0.07	2.05	1.24	0.08	56	7.1	0.8	2.01	0	AM
3	1.39	0.05	2.16	1.27	0.08	56	7.1	0.8	2.03	0	AM
4	1.36	0.06	2.03	1.33	0.08	56	7.0	0.7	2.18	0	AM
5	1.31	0.06	2.16	1.31	0.08	55	7.1	0.7	2.17	0	RC
6	1.35	0.06	2.15	1.35	0.06	55	7.1	0.7	2.12	0	RC
7	1.38	0.06	2.08	1.28	0.06	55	7.2	0.8	2.19	0	AM
8	1.36	0.06	2.01	1.29	0.07	55	7.2	0.8	2.13	0	AM
9	1.37	0.07	2.19	1.33	0.06	56	7.1	0.7	2.16	0	AM
10	1.33	0.05	2.12	1.23	0.06	56	7.1	0.8	2.08	0	JS
11	1.38	0.05	2.11	1.40	0.06	56	7.1	0.8	2.07	0	JS
12	1.36	0.05	2.19	1.31	0.07	56	7.2	0.8	2.13	0	AM
13	1.38	0.06	2.11	1.09	0.08	57	7.2	0.7	2.26	0	AM
14	1.37	0.06	1.83	1.26	0.07	58	7.1	0.7	1.98	0	JS
15	1.34	0.05	2.17	1.29	0.07	59	7.1	0.7	1.87	0	JS
16	1.22	0.06	2.00	1.17	0.07	60	7.2	0.6	2.04	0	JS
17	1.36	0.05	2.35	1.13	0.08	60	7.1	0.6	2.24	0	JS
18	1.32	0.06	2.28	1.14	0.08	60	7.1	0.7	2.29	0	AM
19	1.37	0.06	2.26	1.16	0.06	59	7.0	0.6	2.35	0	JS
20	1.39	0.06	2.32	1.26	0.06	59	7.1	0.6	2.26	0	JS
21	1.33	0.08	2.26	1.24	0.05	60	7.1	0.6	2.30	0	AM
22	1.35	0.08	2.31	1.19	0.05	60	7.1	0.7	2.25	0	AM
23	1.38	0.07	2.22	1.16	0.07	59	7.0	0.7	2.30	0	AM
24	1.42	0.06	2.30	1.17	0.07	60	7.1	0.7	2.24	0	JS
25	1.48	0.06	2.25	1.32	0.08	60	7.1	0.6	2.27	0	JS
26	1.44	0.07	2.29	1.27	0.07	60	7.1	0.6	2.29	0	AM
27	1.38	0.04	2.25	1.17	0.08	59	7.1	0.6	2.22	0	AM
28	1.37	0.06	2.35	1.25	0.06	58	7.1	0.6	2.27	0	JS
29	1.31	0.06	2.30	1.25	0.07	58	7.1	0.5	2.35	0	JS
30	1.36	0.06	2.31	1.29	0.07	58	7.2	0.6	2.33	0	JS
31	1.39	0.07	2.27	1.29	0.07	59	7.1	0.7	2.24	0	KD
AVG.	1.37	0.06	2.18	1.25	0.07	58	7.1	0.7	2.19	0	
MAX.	1.48	0.08	2.35	1.40	0.08	60	7.2	0.8	2.35	0	
MIN.	1.22	0.04	1.83	1.09	0.05	55	7.0	0.5	1.87	0	

[redacted] 6/3/25

Mike Weed, Operations Supervisor — Date
Illinois ROINC # 186860234

MONTHLY STATUS REPORT

LAN PROJECT #: 128-10031-001

PROJECT: DuPage Water Commission WaterLink Extension Phase II

REPORT DATE: June 10, 2025

MEETING DATE: June 19, 2025

I. Progress through June 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.
   a) All 13 additional sections authorized in Phase 1 complete. Site surveying for 3 of the 7 delivery sites has been completed, with remainder coming from WaterLink municipal engineers.
   b) Site topo at Oswego East HS began Aug 6 and is complete. High school engineer provided existing utility map at site.
   c) Existing structure rim/invert data collection 100% complete. Total of approximately 1,097 structures located with rim/inverts surveyed.
5. Processing of collected Aerial LIDAR data 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.
6. Subsurface Utility Locates
   a) SUE field activities completed.

7. Utility Potholing Locates
    a) Additional potholes completed on Naperville electrical duct bank along 75th Street for TW-6 S1.
    b) Over 440 potholes completed along ComEd corridors 100% complete.
8. Geotechnical
    a) Total of 185 borings (90%) completed to date in Phase 2 through January 31. Draft geotechnical reports delivered to Design Team for review.
    b) IDOT permit received May 1 for borings along IL-71. Scheduling this work for mid-June.
    c) Additional borings at Kendall Point realignment pending design team request.
9. Cathodic Protection
    a) Soil resistivity testing along project routes complete for cathodic protection design.
    b) Final field data report provided for TW-6 S1, 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) No comments received to date.
    2. Coordination call held on 5/30/25.
    3. Draft license agreement sent to DWC for review.
    4. Subsequent ComEd design reviews and coordination will be performed during Phase II design as part of legal and appraisal process.

D. Land Acquisition
    1. 222 of 232 Titles Received
    2. 160 total parcels for easement preparation
    3. Easement legal descriptions & exhibits
        a) 130 total prepared to date (81%)
        b) 36 Appraisal Packages and 10 property negotiations complete

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

1. Project advertised for bid on 5/23/35.
2. Pre-bid meeting held on 6/3/25.
3. Bids due on 6/23/25.
4. IEPA construction permit received 2/28/2025.
    a) Subsequent sampling plan approved to amend the requirement for sampling every 1,200 feet.
5. Permit applications with USACE, IDNR, DuPage County Stormwater, City of Naperville, Naperville Township, and Wheatland Township submitted.
    a) Comments received from City of Naperville. Comment responses and revised drawings were prepared, including ROV electrical. Revisions resubmitted to the City.
    b) Plans resubmitted to DuPage County DOT on 5/23/25.
    c) Comments received and addressed from USACE and two Soil & Water Conservation Districts.
        1) Comments were addressed.

F. Contract TW-6 Section 2 & 3 in progress.

1. Water transmission main plan and profile design ongoing.
2. DWC review comments received and revisions are in progress.
3. Alignment revision into Aurora 95th Street ROW was reviewed with the City and will not be pursued. 90% design will remain in ComEd ROW.
4. Realignment on 248th Avenue to accommodate two-way traffic during construction is complete.
5. In-field route review for valve locations completed to confirm actual conditions.
6. Tunnel locations reviewed based on DWC comments – one tunnel removed and one tunnel shortened on TW-6 Section 2.
7. Drawings submitted to ComEd 1/23/25 to initiate legal and real estate appraisal process.
    a) Wetlands reports subsequently submitted to ComEd environmental reviewer.
    b) Update provided to DWC on 4/1/25 indicates 72–90 business day review period by various ComEd Departments. ComEd to forward comments as they are received.
        1) Completion of reviews anticipated by end of May.
        2) Reviews completed by Capacity Planning, Vegetation, and Economic Development w/ no comments.

8. TW-6 Section 3 alignment revisions in progress at Route 34 and Kendall Point Drive.
    a) Oswego notified design team and DWC of high profile proposed development along pipeline and requested alignment change.
    b) Oswego field-located existing village utilities in area of alignment change for design team to survey and evaluate route options.
9. Permit applications / design submittals are being prepared for various agencies, including IDOT and railroads.
    a) 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.
    b) TW-6 Section 2 City of Naperville plan review submitted and comments received from the City. Work is ongoing to address the City of Naperville comments.
    c) Plan review submittals made to four gas pipeline companies (west of 95th & Wolf's Crossing).
    d) Permit submittal to CN Railroad has been submitted and received.
        1) CN Railroad returned comments and resubmittal has been made.
    e) Permit application to BNSF Railroad has been submitted.
        1) BNSF Railroad returned comments and resubmittal has been made on 6/2/25.
    f) Permit submittal made to IEPA on 5/23/25.

G. Contract FW-1 Section 1 & 2 in progress.
    1. 90% Submittal Drawings submitted to DWC 12/13/24.
    2. Water transmission main plan and profile design 98% complete and going to internal QAQC on June 13. Two potential design changes remain:
        a) Easement through Polo Crossings development. Sent routing to developer in May – waiting for reply
        b) Collins Rd alignment west of Oswego #2. Resubmitted to Kendall County on May 19th, awaiting reply.

H. Contract FW-1 Section 3 in progress.
    1. Water transmission main plan and profile design ongoing.
    2. 90% Submittal Drawings Submitted to DWC 12/22/24.
    3. Ongoing coordination with IDOT District 3 on IL Route 71 project overlap.

4. Permit application to IDOT District 3 will request several variances with regards to pipe alignment proximity to ROW line and drainage ditches. Permit application was submitted on 3/11/25.
    a) IDOT District 3 has apologized for the delay and noted the review will continue for several more weeks.
        1) No comments received from IDOT as of 6/10/25.

I. Contract FW-1 Section 4 in progress.
1. Water transmission main plan and profile design ongoing.
2. 90% Submittal Drawings submitted to DWC 12/13/24.
3. IEPA and Kendall County permit submittals in progress.
4. Permit submittal made to BNSF Railroad on

J. Contract MS-22 Meter Stations in progress.
1. Design ongoing.
2. 90% Submittal drawings submitted to DWC 4/18/25.
3. Site plan updates ongoing to account for revised WaterLink site layouts.

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. Permit Fees
1. Fee: Pending (fees being tracked and submitted w/ invoices)

III. Financials

A. Total Phase II Contract: $19,956,942
1. Fee Expended through May 31, 2025:
    a) Total: $16,535,431 (82.9%)
        1) Basic Services: $11,095,682 (55.6%)
        2) Additional Services: $5,439,749 (27.3%)

IV. Completed Workshops, Meetings and Visits (May – June)

A. Specification and Contract Documents Review Meeting – May 6, 2025

B. School District 308 Easements Meeting – May 7, 2025

C. Monthly Progress Meeting w/ DWC – May 15, 2025

D. Follow-up SD 308 easement meeting – May 22, 2025

E. Contract TW-6/25 Section 1 Advertisement – May 23, 2025

F. IDOT Detour Committee Meeting (Contract TW-6/25 Section 1) – May 29, 2025

G. ComEd Status Meeting – May 30, 2025

H. Contract TW-6/25 Section 1 Pre-Bid Meeting – June 3, 2025

V. Upcoming Tasks & Meetings

A. ComEd Coordination Meetings – As Needed

B. Phase II geotechnical field work – As Needed

C. Permit submittals to various review agencies.

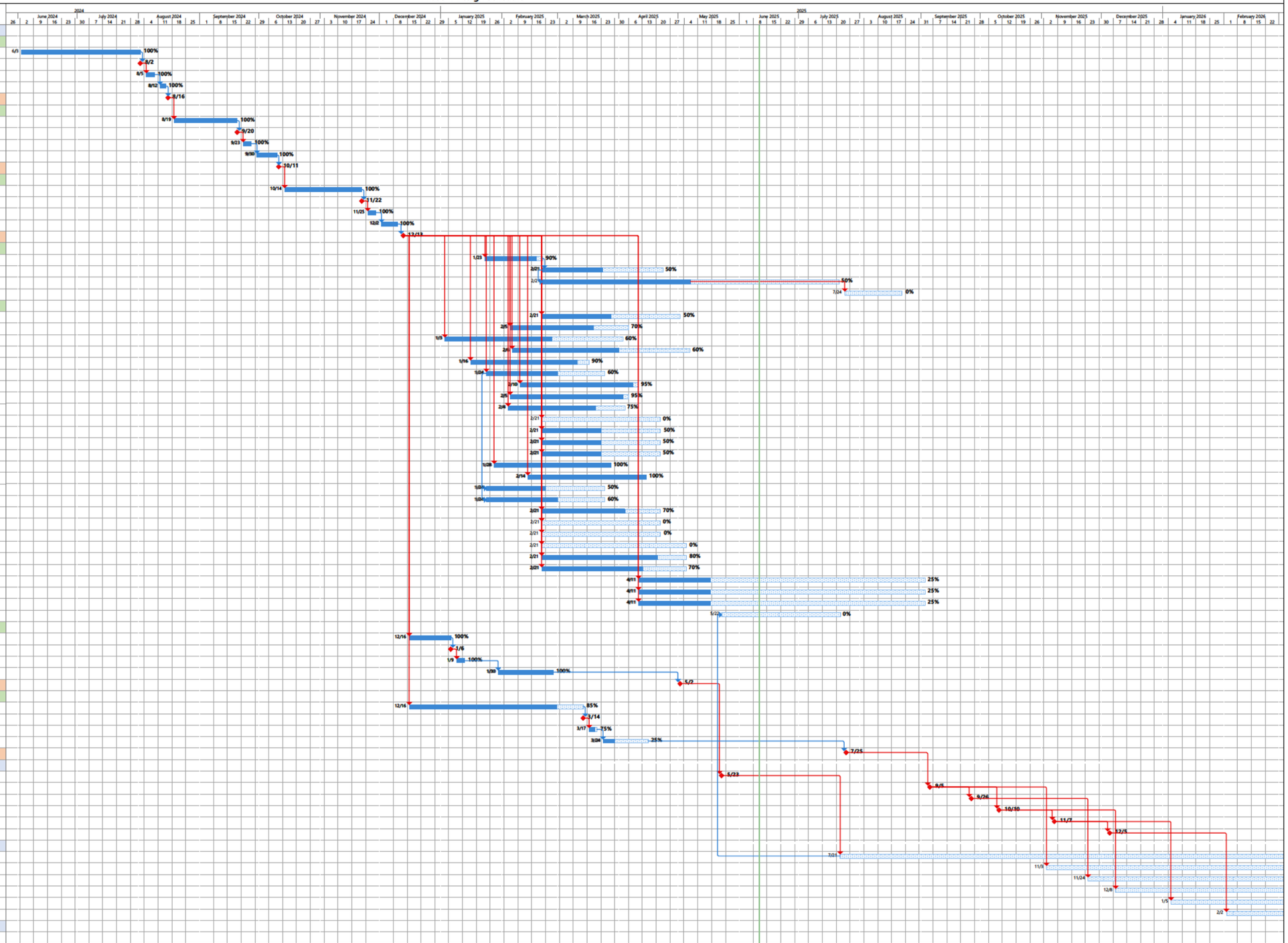
D. Contract TW-6 Section 1 Bid Opening – June 23, 2025

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

Description	Activity through April 26, 2024 May 2024	Activity through May 31, 2024 June 2024	Activity through June 30, 2024 July 2024	Activity through July 31, 2024 August 2024	Activity through August 31, 2024 September 2024	Activity through September 30, 2024 October 2024	Activity through October 31, 2024 November 2024	Activity through November 30, 2024 December 2024	Activity through December 31, 2024 January 2025	Activity through January 31, 2025 February 2025	Activity through February 28, 2025 March 2025	Activity through March 31, 2025 April 2025	Activity through April 30, 2025 May 2025	Activity through May 31, 2025 June 2025	Planned July 2025	Planned August 2025	Planned September 2025	Planned October 2025	Planned November 2025	Planned December 2025
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	$ 378,984	$ 258,692	$ 259,710	$ 259,710	$ 259,710	$ 259,710	$ 259,710	$ 125,192
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	$ 180,466	$ 268,169	$ 389,066	$ 390,275	$ 345,941	$ 345,941	$ 345,941	$ 180,833
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**	**$ 559,450**	**$ 526,861**	**$ 648,776**	**$ 649,985**	**$ 605,651**	**$ 605,651**	**$ 605,651**	**$ 306,025**
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
1	**DWC WATERLINK PHASE II DESIGN**	**436 days**	**Mon 6/3/24**	**Wed 8/13/25**
2	***30% Design Submittal***	***74 days***	***Mon 6/3/24***	***Fri 8/16/24***
3	30% Design Preparation	60 days	Mon 6/3/24	Fri 8/2/24
4	Submit for QC	0 days	Fri 8/2/24	Fri 8/2/24
5	QC Review	4 days	Mon 8/5/24	Fri 8/9/24
6	Address QC Comments	3 days	Mon 8/12/24	Thu 8/15/24
7	**30% Submittal to DWC**	**0 days**	**Fri 8/16/24**	**Fri 8/16/24**
8	***75% Design Submittal***	***53 days***	***Mon 8/19/24***	***Fri 10/11/24***
9	75% Design Preparation	32 days	Mon 8/19/24	Fri 9/20/24
10	Submit for QC	0 days	Fri 9/20/24	Fri 9/20/24
11	QC and Constructability Review	4 days	Mon 9/23/24	Fri 9/27/24
12	Address QC Comments	10 days	Mon 9/30/24	Thu 10/10/24
13	**75% Submittal to DWC**	**0 days**	**Fri 10/11/24**	**Fri 10/11/24**
14	***90% Design Submittal***	***312 days***	***Mon 10/14/24***	***Fri 8/22/25***
15	90% Design Preparation	39 days	Mon 10/14/24	Fri 11/22/24
16	Submit for QC	0 days	Fri 11/22/24	Fri 11/22/24
17	QC and Constructability Review	4 days	Mon 11/25/24	Fri 11/29/24
18	Address QC Comments	8 days	Mon 12/2/24	Tue 12/10/24
19	**90% Submittal to DWC**	**0 days**	**Fri 12/13/24**	**Fri 12/13/24**
20	***ComEd Review Schedule***	***211 days***	***Thu 1/23/25***	***Fri 8/22/25***
21	Design Review	29 days	Thu 1/23/25	Fri 2/21/25
22	Appraisals	61 days	Fri 2/21/25	Wed 4/23/25
23	Legal Review	150 days	Fri 2/21/25	Mon 7/21/25
24	Design Resubmittal Preparation	29 days	Thu 7/24/25	Fri 8/22/25
25	***Permitting Schedule***	***243 days***	***Fri 1/3/25***	***Wed 9/3/25***
26	IDOT District 1 & 3	70 days	Fri 2/21/25	Fri 5/2/25
27	USACE	60 days	Wed 2/5/25	Sun 4/6/25
28	IEPA	90 days	Fri 1/3/25	Thu 4/3/25
29	IDNR Office of Water Resources	90 days	Thu 2/6/25	Wed 5/7/25
30	DuPage County DOT	60 days	Thu 1/16/25	Mon 3/17/25
31	Kendall County Highway	60 days	Fri 1/24/25	Tue 3/25/25
32	Will County	60 days	Mon 2/10/25	Fri 4/11/25
33	DuPage County Stormwater	60 days	Wed 2/5/25	Sun 4/6/25
34	City of Naperville	59 days	Tue 2/4/25	Fri 4/4/25
35	City of Aurora	60 days	Fri 2/21/25	Tue 4/22/25
36	Village of Oswego	60 days	Fri 2/21/25	Tue 4/22/25
37	Village of Montgomery	60 days	Fri 2/21/25	Tue 4/22/25
38	City of Yorkville	60 days	Fri 2/21/25	Tue 4/22/25
39	Naperville Township	59 days	Tue 1/28/25	Fri 3/28/25
40	Wheatland Township (Courtesy Review)	60 days	Fri 2/14/25	Tue 4/15/25
41	Oswego Township	60 days	Fri 1/24/25	Tue 3/25/25
42	Bristol Township (no permit, Coordinate through Kendall	60 days	Fri 1/24/25	Tue 3/25/25
43	Naperville Park District	60 days	Fri 2/21/25	Tue 4/22/25
44	Oswegoland Park District	60 days	Fri 2/21/25	Tue 4/22/25
45	Morgan Creek Drainage District *	60 days	Fri 2/21/25	Tue 4/22/25
46	Nicor Gas	73 days	Fri 2/21/25	Mon 5/5/25
47	Kinder Morgan	73 days	Fri 2/21/25	Mon 5/5/25
48	Enbridge	73 days	Fri 2/21/25	Mon 5/5/25
49	BNSF Railroad (TW-6 S3, FW-1 S4)	145 days	Fri 4/11/25	Wed 9/3/25
50	Illinois Railway / OmniTRAX (TW-6 S3)	145 days	Fri 4/11/25	Wed 9/3/25
51	Canadian National Railway (TW-6 S2)	145 days	Fri 4/11/25	Wed 9/3/25
52	NPDES Permit	60 days	Thu 5/22/25	Mon 7/21/25
53	***Final Design Submittal TW6-S1 (Book Rd)***	***137 days***	***Mon 12/16/24***	***Fri 5/2/25***
54	Final Design Preparation	21 days	Mon 12/16/24	Mon 1/6/25
55	Submit for QC	0 days	Mon 1/6/25	Mon 1/6/25
56	QC and Constructability Review	4 days	Thu 1/9/25	Mon 1/13/25
57	Address QC Comments	28 days	Thu 1/30/25	Thu 2/27/25
58	**Final Submittal to DWC TW6-S1 (Book Rd)**	**0 days**	**Fri 5/2/25**	**Fri 5/2/25**
59	***Final Design Submittal (All other Contracts)***	***221 days***	***Mon 12/16/24***	***Fri 7/25/25***
60	Final Design Preparation	88 days	Mon 12/16/24	Fri 3/14/25
61	Submit for QC	0 days	Fri 3/14/25	Fri 3/14/25
62	QC and Constructability Review	4 days	Mon 3/17/25	Fri 3/21/25
63	Address QC Comments	23 days	Mon 3/24/25	Wed 4/16/25
64	**Final Submittal to DWC**	**0 days**	**Fri 7/25/25**	**Fri 7/25/25**
65	**BIDDING PHASE**	**259 days**	**Fri 3/21/25**	**Fri 12/5/25**
66	TW6-S1 (Book Rd) Advertise	0 days	Fri 5/23/25	Fri 5/23/25
67	TW6-S2&S3 Advertise	0 days	Fri 9/5/25	Fri 9/5/25
68	MS22 Advertise	0 days	Fri 9/26/25	Fri 9/26/25
69	FW1-S1&S2 Advertise	0 days	Fri 10/10/25	Fri 10/10/25
70	FW1-S3 Advertise	0 days	Fri 11/7/25	Fri 11/7/25
71	FW1-S4 Advertise	0 days	Fri 12/5/25	Fri 12/5/25
72	**CONSTRUCTION PHASE**	**982 days**	**Mon 5/26/25**	**Wed 2/2/28**
73	TW6-S1 (Book Rd) Construction	528 days	Mon 7/21/25	Thu 12/31/26
74	TW6-S2&S3 Construction	730 days	Mon 11/3/25	Wed 11/3/27
75	MS22 Construction	730 days	Mon 11/24/25	Wed 11/24/27
76	FW1-S1&S2 Construction	730 days	Mon 12/8/25	Wed 12/8/27
77	FW1-S3 Construction	730 days	Mon 1/5/26	Wed 1/5/28
78	FW1-S4 Construction	730 days	Mon 2/2/26	Wed 2/2/28
79	**COMMISSIONING**	**90 days**	**Mon 4/3/28**	**Sun 7/2/28**
80	Commissioning WaterLink System	90 days	Mon 4/3/28	Sun 7/2/28



June 2025

Critical
Critical Progress
Task
Split
Task Progress
Milestone

Resolution #: R-43-25

Account: 01-60-663100

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/12/2025

Description: **Approval of Work Authorization Order Under Quick Response Contract QR-12/21.**

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

The Commission entered into certain agreements dated June 30, 2021, 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-12/21) and ending on June 30, 2025. Resolution No. R-43-25 would approve the following Work Authorization Order under the Quick Response contracts.

Work Authorization Order No. 033 to Benchmark Construction Co, Inc.

The work authorization was issued, and work began prior to Board approval, as was necessary to repair a leaking Air Release Valve located in the Village of Hillside.

The scope of this work included providing and maintaining traffic and pedestrian controls, locating and repairing the source of the leak, and all other work as directed by the Commission.

Since Benchmark Construction Inc. was able to mobilize immediately upon request for repair work, Work Authorization Order No. 033 was issued to Benchmark Construction Inc.

Resolution R-43-25 ratifies approval of Work Authorization Order No. 033 to Benchmark Construction Co., Inc. for the work as described in Exhibit 1 to this resolution, at the cost of $7,635.85.

Recommended Motion:

To adopt Resolution No. R-43-25.

RESOLUTION NO. R-43-25

A RESOLUTION APPROVING CERTAIN WORK AUTHORIZATION ORDERS UNDER QUICK RESPONSE CONTRACT QR-12/21

WHEREAS, the DuPage Water Commission (the" Commission") entered into certain agreements dated June 20, 2021, 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-12/21");

WHEREAS, Contract QR-12/21 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-43-25.docx

EXHIBIT 1

Work Authorization Order No 033

Benchmark Construction Co., Inc. Invoice No. 211508

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-12/21: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-12.033

LOCATION:

72-inch transmission main in the Village of Hillside (TE-3/94)

CONTRACTOR:

Benchmark Construction Co. Inc.

DESCRIPTION OF WORK:

Provide and maintain traffic and pedestrian controls: dewater isolated section of water main: locate and repair the source of a leak on a Commission 72" steel pipe water main, restore all disturbed areas to the satisfaction of the permitting authority, and all other work as necessary or as directed by the Commission.

.

REASON FOR WORK:

To repair a leak on a 72" diameter steel pipe water main.

MINIMUM RESPONSE TIME:

N/A

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

None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER
[ ] IS [X] IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

See attached.

DuPAGE WATER COMMISSION

By: _____
Signature of Authorized Representative

DATE: 5/27/2025

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: _____
Signature of Authorized Representative

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

DATE: 5/23/25

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 Office
(630) 497-1737 Fax

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

Location: 4415 Harrison St. Hillside, IL
WAO # QR-12.033

Invoice #: 211508
Date: 5/21/2025

Description of Work: Repair water leak on 72" WM at air release MH.

LABOR	ST Hours	1-1/2 T Hours	2 T Hours	Rate	Insurance Amount	Payroll Amount	
Operator, Class I				38.55	0.00	0.00	
Operator, Class I				59.00	0.00	0.00	
Operator, Class I				61.00	0.00	0.00	
Foreman, Laborer Lino DelaMora	8.00			60.10	480.80	480.80	
Driver,				45.60	0.00	0.00	
Topman Laborer, Rodolfo Galvan	8.00	5.50		50.15	677.03	814.94	
Topman Laborer, Guadalupe Galvan	8.00	5.50		50.15	677.03	814.94	
Topman Laborer,				50.15	0.00	0.00	
Subtotal, Labor	24.00	11.00	0.00		1,834.85	2,110.68	
Operators Union Benefits		0.00	hrs @	48.93		0.00	
Drivers Union Benefits		0.00	hrs @	29.87		0.00	
Laborers Union Benefits		35.00	hrs @	35.88		1,255.80	
						0.00	
Subtotal, Benefits		35.00				1,255.80	
Subtotal, Labor						3,366.48	
Plus 30% Markup						1,009.94	
Subtotal, Labor							4,376.42
TOTAL LABOR							**$4,376.42**

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: 4415 Harrison St. Hillside, IL
WAO # QR-12.033

Invoice #: 211508
Date: 5/21/2025

EQUIPMENT	Hours	Rate	Amount	
Dodge Ram 5500	11.50	34.48	396.52	
2" Submersible pump	8.00	2.07	16.56	
Honda Generator	8.00	20.63	165.04	
			0.00	
			0.00	
			0.00	
Subtotal Equipment			578.12	
10% Mark up on equipment			$57.81	
TOTAL EQUIPMENT				635.93

MATERIAL	Qty.	U of M	Price	Amount	
				0.00	
				0.00	
				0.00	
Subtotal Material				0.00	
10% Mark up on material purchased				0.00	
TOTAL MATERIAL					0.00

SUBCONTRACTORS	Qty.	U of M	Price	Amount	
Advanced Welding	1	INV	2,045.00	2,045.00	
Smith Maintenance	1	INV	340.00	340.00	
				0.00	
				0.00	
Subtotal Subs.				2,385.00	
10% Mark up on Subs.				238.50	
TOTAL SUBCONTRACTOR					2,623.50

MISC	Qty.	U of M	Price	Amount	
				0.00	
Subtotal Misc.				0.00	
TOTAL MISCELLANEOUS					0.00

TOTAL AMOUNT DUE **$7,635.85**

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

Illinois Department of Transportation

Extra Work Daily Report

County Cook
Section
Route
District

Contractor Benchmark Construction Co, INC
Contract No. 2115

Report No. 001 Date 05/21/2025
Job No. 2115

Authorization No. 2115-Emergency contract work
Project No.

Description and Location of Work: Repair water leak on 72 inch watermain at Air release manhole located at 4415 Harrison St., Hillside, IL

LABOR

Name, Worker Classification	Total Hours Worked (Straight-Time) (Overtime)
Lino Delmora, Foreman	8.0
Rolfolfo Galvan, Laborer	8.0/5.5
Guadalupe Galvan, Laborer	8.0/5.5
Joe Barett, Advanced Welding	8.0

EQUIPMENT USED

Description: List Manufacturer, Model, Year Built, Capacity	Number of Hours
Forman Truck, Dodge Ram, 2021, 5500 ✓	11.5

MATERIAL USED

Description	Quantity
IR Air comressor P250 -onsite not used	1
Construction barrels	30
RCAs	4
righ/left lane closed	2
Flagger ahead	2
Arrow Boards	2
Tripod/Harness	1
Generator Honda 3200 ✓	1
2inch submersible pump ✓	1

REMARKS: Advanced Welding was used to weld leak.Smith maintance used for traffic control

APPROVED: _____ Contractor's Representative

APPROVED: _____ State's Representative

Original: Contractor
cc: District File

Printed 05/22/2025

BC 635 (Rev. 05/07)

EquipmentWatch.

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

May 28, 2025

Dodge 5500
On-Highway Light Duty Trucks

Size Class:
200 - 299 hp
Weight:
N/A



Configuration for 5500

Axle Configuration	**4.0 x 4.0**	Cab Type	**Crew**
Horsepower	**275.0 hp**	Power Mode	**Diesel**
Ton Rating	**1.75**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $3,200.00	USD $895.00	USD $225.00	USD $34.00	USD $16.15	USD $34.33
Adjustments						
Region (Illinois: 100.9%)	USD $28.80	USD $8.06	USD $2.03	USD $0.31		
Model Year (2021: 99.9%)	(USD $3.28)	(USD $0.92)	(USD $0.23)	(USD $0.03)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $3,225.52**	**USD $902.14**	**USD $226.79**	**USD $34.27**	**USD $16.15**	**USD $34.48**

Non-Active Use Rates

	Hourly
Standby Rate	USD $11.95
Idling Rate	USD $24.33

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	26.94%	USD $862.11/mo
Overhaul (ownership)	34.81%	USD $1,114.00/mo
CFC (ownership)	16.12%	USD $515.88/mo
Indirect (ownership)	22.13%	USD $708.01/mo
Fuel (operating) @ USD 3.70	37.15%	USD $6.00/hr

Revised Date: 2nd quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (coreyh@bmk8.com)

EquipmentWatch.

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

May 28, 2025

Miscellaneous DIESEL 30 KW
Large Generator Sets

Size Class:
20 - 50 kW
Weight:
N/A



Configuration for DIESEL 30 KW

Enclosure	Open	Horsepower	48.0 hp
Power Mode	Diesel		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $1,005.00	USD $280.00	USD $70.00	USD $11.00	USD $14.87	USD $20.58
Adjustments						
Region (Illinois: 100.8%)	USD $8.04	USD $2.24	USD $0.56	USD $0.09		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $1,013.04**	**USD $282.24**	**USD $70.56**	**USD $11.09**	**USD $14.87**	**USD $20.63**

Non-Active Use Rates

	Hourly
Standby Rate	USD $3.82
Idling Rate	USD $15.34

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	37.96%	USD $381.49/mo
Overhaul (ownership)	33.55%	USD $337.15/mo
CFC (ownership)	12.8%	USD $128.62/mo
Indirect (ownership)	15.7%	USD $157.75/mo
Fuel (operating) @ USD 3.70	64.43%	USD $9.56/hr

Revised Date: 2nd quarter 2025

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EquipmentWatch.

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

May 28, 2025

Tsurumi HSE2.4S
Electric Submersible Pumps

Size Class:
2 in
Weight:
N/A



Configuration for HSE2.4S

Horsepower	**0.5 hp**	Phase	**Single**
Size	**2 in**	Voltage	**110 V**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $160.00	USD $45.00	USD $11.00	USD $2.00	USD $1.15	USD $2.06
Adjustments						
Region (Illinois: 101.2%)	USD $1.92	USD $0.54	USD $0.13	USD $0.02		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $161.92**	**USD $45.54**	**USD $11.13**	**USD $2.02**	**USD $1.15**	**USD $2.07**

Non-Active Use Rates

	Hourly
Standby Rate	USD $0.44
Idling Rate	USD $0.92

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	28.1%	USD $44.96/mo
Overhaul (ownership)	52.58%	USD $84.13/mo
CFC (ownership)	8.07%	USD $12.91/mo
Indirect (ownership)	11.25%	USD $18.00/mo

Fuel cost data is not available for these rates.

Revised Date: 2nd quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (coreyh@bmk8.com)

ADVANCED WELDING AND EQUIPMENT, INC
6688 JOLIET RD
INDIAN HEAD PARK
ILLINOIS 60525

Invoice

Date	Invoice #
5/28/2025	25-050

Bill To
Benchmark Construction 2260 Southwind Blvd Barlett, Illinois 60103

P.O. No.	Terms	Project
ERIK S	Net 30	D.W. E.

Quantity	Description	Rate	Amount
	Advanced Welding and Equipment, Inc to Furnish: Dupage Water Commission : 2" Coupling , Leaking and Weld Repair. Located : Hillside, IL Completed : May 21st 2025	2,045.00	2,045.00

All work is complete, Please remit to above address.

Total $2,045.00

Smith Maintenance Company
2221 W Walnut Street, Suite #2
Chicago, IL 60612 US
312.733.4301

INVOICE

BILL TO
Benchmark Construction Inc.
2260 Southwind Blvd.
630-497-1700
Bartlett, IL 60103

SHIP TO
JOB SITE:
4415 HARRISO ST
HILLSIDE, IL

INVOICE # 20705
DATE 05/28/2025
DUE DATE 06/27/2025
TERMS Net 30

TRACKING NO.	P.O. NUMBER	SALES REP
5048	2115	PER ERIC SCHATZ

DESCRIPTION	QTY	RATE	AMOUNT
DAILY RENTAL (30) ORANGE BARRELS W/SH HDS / TIRES FOR BARRELS (2) ARROW BARDS (8) SIGNS (4) ROAD CONST AHD (2) R/L CLSD AHD (2) FLAGGERS			
-			
30 X $1.00 = $30.00 X 2 DAYS = $60.00	60	1.00	60.00
2 X $40.00 = $80.00 X 2 DAYS = $160.00	4	40.00	160.00
8 X $2.50 = $20.00 X 2 DAYS = $40.00	16	2.50	40.00
DELIVERED: 05/21/2025	1	40.00	40.00
PICKED UP: 05/22/2025	1	40.00	40.00

Please Remit Payment To:
Smith Maintenance Company
2221 W Walnut St., Ste #2
Chicago, Il 60612

BALANCE DUE **$340.00**

Thank You for Your Business!

Resolution #: R-44-25

Account: 01-60-663200

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/12/2025

Description: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QRE-10/24 to McWilliams Electric Co. Inc.

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

The Commission entered into certain agreements dated February 15, 2024, with Homestead Electrical Contracting, LLC, McWilliams Electric Co. Inc., and Volt Electric, Inc., for quick response electrical work as needed, through the issuance of Work Authorization Orders (Contract QRE-10/24). Resolution No. R-44-25 would approve the following Work Authorization Orders under the Quick Response Electrical contracts.

Work Authorization Order No. 003 to McWilliams Electric Co. Inc.,
Staff identified 2 discrete locations requiring the modification of cathodic protection system of steel water mains. The modification work is a result of the feasibility study to provide adequate cathodic protection according to the Association for Materials Protection and Performance (AMPP) standards. The work will require the installation of new electrical junction cabinets, replacing electric panels with higher capacity panels, installation of conduits reconnecting electric junction cabinets with upgraded electric panels, installation of underground rigid conduits, and restoration of the disturbed areas to existing conditions in accordance with the requirements of the Authority Having Jurisdiction. Staff recently solicited cost estimates for this work from the three QRE-10/24 contractors and the results are listed in the table below:

McWilliams Electric Co. Inc.	$8,900.00
Homestead Electrical Contracting, LLC,	$9,650.00
Volt Electric, Inc.	$12,496.00

The estimate of McWilliams Electric Co. Inc. was found to be in the best interest of the Commission. The estimated cost of this work is expected to be $9,790.00, which includes the estimated cost of installation as well as a 10% contingency to account for unforeseen circumstances and field changes as deemed necessary by Commission staff. Approval of Resolution R-44-25 would approve Work Authorization Order Number 003 to McWilliams Electric Co. Inc for an estimated cost of $9,790.00.

Recommended Motion: To adopt Resolution R-44-25

RESOLUTION NO. R-44-25

A RESOLUTION APPROVING CERTAIN WORK AUTHORIZATION ORDERS UNDER QUICK RESPONSE CONTRACT QR-10/24

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated February 15, 2024, with McWilliams Electric Co. Inc., Volt Electric Inc., and Homestead Electrical Contracting, Inc. for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-10/24"); and

WHEREAS, Contract QRE-10/24 is intended to allow the Commission to direct one or more or all the quick response electrical contractors to perform quick response electrical work, including without limitation electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the scope for quick response electrical 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-44-25.docx

EXHIBIT 1

Work Authorization Order No 003

McWilliams Electric Co. Proposal #1 dated April 10, 2025, and McWilliams Electric Co. Proposal #2 dated May 30, 2025

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-10/24: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-10.003

LOCATION:

ROV 24A in the Village of Woodridge
ROV 15A in the City of Naperville

CONTRACTOR:

McWilliams Electric Company

DESCRIPTION OF WORK:

1. De-energize and remove the existing 120/240 single phase panels.
2. Install new higher capacity 100amp 120/240v single phase panels in same location, provide new branch circuits breakers. Reconnect existing circuits. Add new single circuit in the junction box for customer equipment.
3. Install a 1" conduit raceway from panel to new Nema 4x- 6x6 Stainless junction box. Install new 1'' rigid conduit stub from box to extend 2' off pad at 18" below grade. Leave partial trench open (covered) for customer to connect to new equipment.
4. Clean up and remove all material and components that were demolished.

REASON FOR WORK:

To install electric junction cabinets for a modified cathodic protection system.

MINIMUM RESPONSE TIME:

N/A

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

None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER
[ ] IS [X] IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

N/A

DuPAGE WATER COMMISSION

By: _____
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:_____

McWilliams Electric Company

CONTRACTING ELECTRICAL ENGINEERS
1401 RODENBURG ROAD SCHAUMBURG, ILLINOIS 60193-3532
PHONE NUMBER (847) 301-2600 FAX NUMBER (847) 301-2688
www.McWilliamsElectric.com

TSD TechnologySolutionsDivision of McWilliams Electric

PROPOSAL

DuPage Water Commission
600 Butterfield Rd, Elmhurst IL 60126

Date: April 10, 2025

ATTN: Bill Wegner

Re: Remote Site Power Upgrade
Two Site locations-
ROV24A & ROV15A

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

Electrical Scope for two locations-

1. De-energize and remove the existing 120/240 single phase panels.
2. Install new higher capacity 100amp 120/240v single phase panels in same location, provide new branch circuits breakers. Reconnect existing circuits. Add new single circuit in junction box for customer equipment.
3. Install a 1" conduit raceway from panel to new Nema 4x- 6x6 Stainless junction box. Install new 1'' rigid conduit stub from box to extend 2' off pad at 18" below grade. Leave partial trench open (covered) for customer to connect to new equipment.
4. Clean up and removal of all material and components that were demolished.

Exclusions

1. Bond.
2. Premium Time.
3. Permit Fees.
4. Taxes.

Total: $7250.00

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

For the sum of**: Seven Thousand Two Hundred Fifty & 00/100's******

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

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

Respectfully submitted,
SIGNED: _____
NAME, TITLE

ACCEPTANCE

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

DATE_____ 20_____ SIGNED: _____
Title

"Established nineteen-hundred twenty-two"
Revised 7/1/2021

Original-Project Manager Pink-Job File

McWilliams Electric Company

McWilliams Electric Company

CONTRACTING ELECTRICAL ENGINEERS

1401 RODENBURG ROAD SCHAUMBURG, ILLINOIS 60193-3532
PHONE NUMBER (847) 301-2600 FAX NUMBER (847) 301-2688

TechnologySolutionsDivision of McWilliams Electric Co., Inc.

PROPOSAL

DuPage Water Commision
600 Butterfield Rd
Elmhurst, IL 60126
Attn: Bill Wegner

Date: May 30, 2025

Re: Meter Pedestal Removal

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

- Confirm electrical service is de-energized.
- Trace underground feed from pole to pedestal meter fitting, confirming the route. Remove or cut at grade, both sides of the feeder.
- Remove meter fitting and wood post.
- All work to be performed during normal business hours.
- DWC to remove all owner components prior to work starting.

Exclusions-

- Permits
- Premium time

Total- $1650.00

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

For the sum of - One thousand six hundred and fifty dollars 00/100

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

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

Respectfully submitted,

SIGNED: _____ *e*

Name, Title

ACCEPTANCE

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

DATE_____ 20_____ SIGNED: _____
Title

"Established nineteen-hundred twenty-two"

Resolution #: R-45-25

Account: 01-60-663100

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/12/2025

Description: **A Resolution to Approve & Ratify Certain Work Authorization Orders Under Quick Response Contract QR-12/21.**

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

The Commission entered into certain agreements dated June 30, 2021, 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-12/21) and ending on June 30, 2025. Resolution No. R-45-25 would approve the following Work Authorization Orders under the Quick Response Contracts.

Work Authorization Order No. 034 to Benchmark Construction Co, Inc.

The work authorization was issued, and work began, prior to Board approval and was necessary to repair a leaking 24" diameter steel water main located in the Village of Lombard. Excavation indicated the root cause of the leak as the result of a telecommunications utility's directional bore performed in 1998 having damaged the water main's protective coating, which resulted in accelerated corrosion and the subsequent leak.

Resolution R-45-25 ratifies approval of Work Authorization Order No. 034 to Benchmark Construction Co., Inc. for the work as described in Exhibit 1 to this resolution, at an estimated cost of $220,000. Work included traffic control, removal and replacement of concrete pavement, dewatering, removal, replacement, disinfection, and commissioning of sections of damaged 24" steel pipeline.

Recommended Motion:

To adopt Resolution No. R-45-25.

RESOLUTION NO. R-45-25

A RESOLUTION APPROVING CERTAIN WORK AUTHORIZATION ORDERS UNDER QUICK RESPONSE CONTRACT QR-12/21

WHEREAS, the DuPage Water Commission (the" Commission") entered into certain agreements dated June 20, 2021, 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-12/21");

WHEREAS, Contract QR-12/21 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-45-25.docx

EXHIBIT 1

Work Authorization Order No 034

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-12/21: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-12.034

LOCATION:

Highland Avenue in the Village of Lombard.

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 24" 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 24" diameter steel water main.

MINIMUM RESPONSE TIME:

N/A

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

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[ ] IS [X] IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

N/A

DuPAGE WATER COMMISSION

By: _____
Signature of Authorized Representative

DATE: 6/3/2025

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: _____ Safety Rep: Erik Schutz - 847-344-0496
Signature of Authorized Representative — Name and 24-Hr Phone No.

DATE: 5/29/25

Resolution #:	**R-48-25**
Account:	01-60-628000
Approvals:	*Author / Manager / Finance / Admin*
	RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/12/2025

Description: **A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with CDM Smith, Inc.**

Agenda Section: Engineering & Construction

Originating Department: Operations & Instrumentation

On January 21st and again on May 17th, 2025, the DuPage Pumping Station experienced power failures related to Commonwealth Edison service disruptions which in turn caused power supplies and protective relay devices to fail and trip the 4.16kV Switchgear resulting in the prevention of the automatic engagement of the Emergency Generator System. In both instances staff was able to troubleshoot, locate and address each failure and get the pumping systems back online. The baseline issue appears to be the direct monitoring of the incoming ComEd power, and the devices installed during original construction, circa 1990, to provide the downstream control power of the AC to DC converter, in which the protective relay devices rely upon. While the two scenarios were not identical, there were similarities which indicate that the existing electrical apparatus includes a ComEd-required safety mechanism which can limit DWC control during very particular power-loss events. While DWC retains an inventory supply for this mechanism, it is our intention to develop a more refined and permanent solution to the current limiting arrangement, which would be entirely under DWC control and would eliminate the limitations caused by the current electro-mechanical equipment.

Staff have engaged the services of CDM Smith, Inc., which was the designer of the Emergency Generation System power distribution system to perform a study of the original 4.16kV power system, its control system and the 4.16kV Emergency Generation System power distribution to determine the nature of the limitations in the control system and to provide technical guidance to improve the necessary resilience and reliability of the Commission's pumping system. Additionally, staff are also requesting CDM Smith, Inc. review the control systems and motor protection systems of each individual pump motor starter and identify all components that are at or near the end of their life.

CDM Smith Inc. Task Order No. 02 would allow the consultant to study and report the 4.16kV switchgear and Motor Control Center's control and protective systems at a cost not to exceed $50,000.

Recommended Motion:

To adopt Resolution R-48-25

DuPAGE WATER COMMISSION

RESOLUTION NO. R-48-25

A RESOLUTION APPROVING AND RATIFYING CERTAIN TASK ORDERS
UNDER A MASTER CONTRACT WITH CDM SMITH, INC.

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

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

WHEREAS, the 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-48-25.docx

EXHIBIT 1

CDM Smith, Inc. Task Order No. 02

TASK ORDER NO. 02

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services dated July 21, 2016, Owner and CDM Smith Inc. (the Consultant) agree as follows:

1. **Project**:

   Perform studies relating to power monitoring of the Medium Voltage Switchgear (MVSWGR) and High Lift Pump Motor Control Centers.

2. **Services of Consultant**:

   A. Basic Services:

      1. Study and Report Phase

         a. Review available data and consult with Owner to determine a mutually agreed upon program, schedule and preliminary construction budget.

         b. Provide analysis of Owner's needs, planning surveys, and site evaluation and comparative studies of prospective sites and solutions.

         c. Provide economic analysis of various alternatives.

         d. Prepare, for review and approval by the Owner, a report summarizing the Study and Report Services, together with Consultant's opinion of probable Project Costs and Construction Cost of the Project and provide five copies and a .pdf file for review with Owner.

         e. Specific Tasks:

            Task 1 – Project Management/Project Initiation/Kickoff Meeting

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

            Task 3 – Review shop drawings/data/information

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

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

            Task 6 – Review meeting with DWC

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

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

   B. Additional Services:

      None

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

   None

4. **Commencement Date**:

   Effective Date of this Task Order

5. **Completion Date**:

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

   * Days exclude Owner's review periods.

6. **Submittal Schedule**:

   A. Technical Memorandum with Recommendations within 60 days months of NTP.

7. **Key Project Personnel**:

   A. David D. Tucker, Senior Electrical Engineer

   B. Mike Kahn, Senior Electrical Engineer

   C. Amrou Atassi, Project Principal

8. **Contract Price**:

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

Phase	Estimated Expense
Study and Report	$30,000
Indeterminate Need Allowance	$20,000
Total Estimated Expense	$50,000

9. **Payments**:

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

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

10. **Modifications to Contract**:

None

11. **Attachments**:

None

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

The Effective Date of this Task Order is June 20, 2025.

DuPAGE WATER COMMISSION

By: _____

Paul D. May, P.E.
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Mike Weed
Title: Operations Supervisor
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address: weed@dpwc.org
Phone: (630) 834-0100
Fax: (630) 834-0120

CDM Smith, Inc.

By: _____

Amrou Atassi
Sr. Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Amrou Atassi
Title: Senior Vice President
Address: 125 South Wacker Drive, Suite 2510
E-mail Address: AtassiA@cdmsmith.com
Phone: 312-780-7706
Fax:312-346-5228

Resolution #: R-49-25

Account: 01-60-628000

Approvals: *Author / Manager / Finance / Admin*

DC RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/12/2025

Description: **A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Strand Associates**

Agenda Section: Engineering & Construction

Originating Department: Operations & Instrumentation

On January 21st and again on May 17th, 2025, the DuPage Pumping Station experienced power failures related to Commonwealth Edison service disruptions, causing the 4.16 kV switchgear power supplies and protective relay devices to fail and trip, resulting in the prevention of the automatic engagement of the Emergency Generator System. In both instances staff was able to troubleshoot, locate, and address each failure and bring the pumping systems back online. The key issue appears to be the direct monitoring of the incoming ComEd power and the devices installed during original construction, circa 1990, to provide the downstream control power of the AC to DC converter, upon which the protective relay devices rely.

Staff have engaged the services of CDM Smith, Inc., to perform a study of the original 4.16kV power system, its control system, and the 4.16kV Emergency Generation power distribution, identify limitations, and provide technical guidance to improve the resiliency of the respective systems. Due to the complexity of this task, the staff has engaged the services of Strand Associates to provide Owner's representative and peer review services, attending CDM scheduled site visits, and reviewing and providing comments on the technical memorandums provided by CDM Smith with any recommended modifications and considerations.

Strand Associates Task Order No. 06 comes at a cost not to exceed $20,000.00.

Recommended Motion:

To approve Resolution R-49-25

DUPAGE WATER COMMISSION

RESOLUTION NO. R-49-25

A RESOLUTION APPROVING AND RATIFYING CERTAIN TASK ORDERS
UNDER A MASTER CONTRACT WITH STRAND ASSOCIATES

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with Strand Associates (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-49-25.docx

EXHIBIT 1

Strand Associates Task Order No. 6

TASK ORDER NO. 6

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services (Contract) dated July 31, 2013, DuPage Water Commission (Owner) and Strand Associates, Inc.® (Consultant) agree as follows:

1. Project

Provide services to assist Owner for the DuPage Pump Station and Generator Facility Switchgear Improvement project. Owner has contracted with CDM Smith, Inc. (CDM) to review switchgear improvements requested by Commission staff, as well as review the existing medium- and low-voltage electrical distribution equipment and provide improvement recommendations. CDM will review Owner-provided drawings and data, plan and conduct site visits, and provide a technical memorandum with recommended modifications and supporting marked drawings.

2. Services of Consultant

Consultant will provide the following review services:

a. Review Owner-provided shop drawings and switchgear data for the DuPage Pump Station and Generator Facility in parallel with but independent from CDM.

b. Attend up to three two-hour scheduled meetings between CDM and Owner. Review and comment on the meeting minutes prepared by CDM following each meeting.

c. Attend two two-day CDM-scheduled site visits in person at Owner's facility.

d. Review and provide comments on the technical memorandum with recommended modifications and supporting marked drawings prepared by CDM. Review the comments with Owner and CDM at an in-person meeting at Owner's office.

3. Peer Review Services Language

a. Review services by Consultant will be performed solely for determining general conformance with applicable Owner policies, criteria, and standards, and will be limited to the project provided by the Owner under the Owner's jurisdiction. Consultant will not perform this review for the purpose of determining any design errors or omissions, and assumes no responsibility or liability for any errors or omissions in the services provided by CDM. CDM is responsible for completing its own review for technical adequacy in accordance with applicable Owner policies, criteria, and standards, and performance of its internal QC/QA reviews.

b. Consultant is only responsible for the services listed in the Scope of Services and bears no responsibility to perform follow-up reviews, inspections, or observations of any remedial work performed by CDM as the result of Consultant's review services, or to conduct any future evaluations unless expressly requested to do so as additional services through a new task order or a supplement to this Task Order.

c. Consultant has no responsibility for the means, methods, completeness, accuracy, and final work product of CDM.

4. Approval and Authorizations

No approvals or authorizations are required for this project.

5. Commencement Date

Upon notice to proceed of this Task Order, which is expected the week of June 16, 2025.

6. Completion Date

December 31, 2025.

7. Submittal Schedule

None.

8. Key Project Personnel

Brent M. Studnicka, P.E.; Project Manager
Andy Runde, P.E.
Adria Meilinger

9. Owner's Responsibilities

Owner shall notify CDM of Consultant's involvement and scope of Consultant's services for this project.

10. Contract Price

For providing and performing Services, an amount equal to Consultant's direct labor costs for all Services rendered by principals and employees engaged directly in the Project, plus an amount equal to the actual costs of all reimbursable expenses.

Notwithstanding the foregoing, the total Consultant Price shall not exceed $20,000. The Consultant Price may be adjusted by Change Order issued pursuant to Section 2.1 of the Contract.

11. Payments

Direct Labor Costs shall mean the billing rate of all Consultant's 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.

12. Modifications to Contract

None.

13. 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 _____, 2025.

DUPAGE WATER COMMISSION

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Mike Weed

Title: Operations Supervisor

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

E-mail Address: weed@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

STRAND ASSOCIATES

By: _____
Joseph M. Bunker
Corporate Secretary

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Brent M. Studnicka, P.E.

Title: Project Manager

Address: 1170 Houbolt Rd, Joliet, IL 60431

E-mail Address: brent.studnicka@strand.com

Phone: 815 927-7658

Fax: N/A

Resolution #: R-50-25

Account: Various

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/12/2025

Description: **A Resolution Awarding Quick Response Contracts (Contract QR-13/25)**

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

Since 1991, The Commission has entered into Quick Response Contracts to perform work that staff is unable to complete using its own resources. The current agreements are scheduled to end on June 30, 2025. In accordance with the Commission's By-Laws, and as required by state statute, the Commission advertised bids on two separate occasions in the Daily Herald. In addition, the Commission posted the advertisement on its website and solicited bids by direct invitation. Sealed bids were received until 11:00 a.m., local time, June 9, 2025, at which time all bids were publicly opened and read aloud.

The bid tabulation is as follows:

Bidder	A	B	C	D	E
Benchmark Construction Co., Inc.	30%	10%	10%	10%	$6,000
John Neri Construction Co., Inc.	40%	15%	15%	15%	$7,500
Rossi Contractors, Inc.	30%	8%	8%	10%	$6,000

Due to the indeterminate need and uncertain scope of work under the contract, bidders bid the work based upon the following pricing:

A. For Labor, prevailing wage rate/union contract wage rate plus ___%

B. For Incorporated Material and Supplies, actual cost plus ___%

C. For Owned and Rented Equipment Used, modified Bluebook rate plus ___%

D. For Priority Work (3-hours or less response time), an additional __% on the sum of items A, B and C

E. For Insurance and Bonds, $_____ per year

It is the desire of Staff to enter into multiple two-year contracts that would run through June 30, 2027, with the option of the Board to extend the contracts through one-year extensions. In order to

motivate each Contractor to provide competitive pricing and to prosecute any work awarded efficiently, staff is proposing to enter into three (3) individual contracts with qualified bidders.

Therefore, staff is recommending that individual contracts be awarded to Benchmark Construction Co., John Neri Construction Co., Inc., and Rossi Contractors, Inc., as having been determined to be qualified bidders based upon the review by staff. The Commission has extensive work history with each of these contractors and has found their work to be satisfactory.

For the purposes of comparison between this contract offering and the previously awarded Contract QR-12/21, the average pricing change of the same Contractors is as follows:

QR-12/21 vs QR-13/25	A	B	C	D	E
Average Change	+1%	+2%	+2%	+1%	+8%

Also, for reference purposes, but not an indicator of work to be undertaken under Contract QR-13/25, the Commission outlay to date for the 48-month QR-12 contract period work is as of May 19th is $3,009,650.

Recommended Motion:

To adopt Resolution R-50-25

DuPAGE WATER COMMISSION

RESOLUTION NO. R-50-25

A RESOLUTION AWARDING QUICK RESPONSE CONTRACT
(Contract QR-13/25)

WHEREAS, pursuant to Article VIII, Section 5 of the Commission's By-Laws, the DuPage Water Commission (the "Commission") invited proposals for quick response construction work related to the Commission's Waterworks System; and

WHEREAS, said bid proposals were required to be in compliance with the Commission's "Contract Documents" comprising Quick Response Contract QR-13/25; and

WHEREAS, the Commission received three conforming bids and reserved the right to award a contract for the Commission's Quick Response Contract QR-13/25 to one or more bidders; and

WHEREAS, the Commission has reviewed the proposals received and determined that the proposals of Benchmark Construction Co., Inc., John Neri Construction Co., Inc. and Rossi Contractors, Inc. comply with all applicable requirements of Article VIII of the Commission's By-Laws, based upon the opinion of staff, are fully in compliance with requirements of the Commission's request for proposals and are deemed to be the most favorable to the interests of the Commission;

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

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

SECTION TWO: The DuPage Water Commission hereby awards a contract for the DuPage Water Commission Quick Response Contract QR-13/25 to Benchmark Construction Co., Inc., John Neri Construction Co., Inc., and Rossi Contractors, Inc. conditioned upon the receipt of all contractually required documentation.

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

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

ADOPTED THIS _____ DAY OF _____, 2025.

_____
James F. Zay, Chairman

ATTEST:

_____
Danna Mundall, Clerk
Board/Resolutions/2025/R-50-25.docx

Resolution #: R-51-25

Account: 01-60-628000, $1,725

Approvals: *Author / Manager / Finance / Admin*

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/12/2025

Description: **A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Arcadis US, Inc. to Perform an Environmental Review of Air Emissions Permitting Requirements for the Emergency Generation System**

Agenda Section: Engineering & Construction

Originating Department: Administration

The Commission received notification from The Environmental Protection Agency on December 17, 2024 stating due to recent changes in regulations the Commission's Emergency Generation System may be required to be reclassified into a major source of Ozone effective January 16, 2026. The reclassification could result in significant impacts to DWC, including the required exhaust stack testing and a reduction in maximum annual runtime.

Arcadis US, Inc., was engaged to review the EPA notification, the current Federally Enforceable State Operating Permit (FESOP), and the Commission's past Annual Air Emissions Reports as submitted to the EPA.

Arcadis concluded that the Commission's Emergency Generation System, if it continues to operate as it has historically, should not be classified as a major source of emissions as suggested by the EPA. In order to expedite consideration of this classification request, Arcadis in conjunction with staff, developed a response and provided the same to the EPA. DWC is awaiting a response from the EPA; staff will report back to the Board should the EPA not concur with the Arcadis review and assertion.

Recommended Motion:

To adopt R-51-25 and ratify Task Order No. 02 with Arcadis US, Inc., at a cost of $1,725.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-51-25

A RESOLUTION APPROVING AND RATIFYING
CERTAIN TASK ORDERS UNDER A MASTER CONTRACT WITH ARCADIS US, 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 Commission entered into a contract with Arcadis US, Inc. (the Consultant) to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other 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;

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 Task Order 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 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-51-25.docx

EXHIBIT 1

EPA Correspondence Dated December 17, 2024

Arcadis US, Inc. Task Order No. 02

DWC Response to EPA

From: EPA.OzoneBumpUp
To: Mike Weed
Subject: Ozone BumpUp Reclassification
Date: Tuesday, December 17, 2024 11:25:08 AM

December 17, 2024

Requirement for Clean Air Act Permit Program (CAAPP) Permit as a Result of Reclassification of the Greater Chicago Metropolitan Area to Serious Nonattainment for Ozone Air Quality

DuPage Water Commission
Attn: Mike Weed,
600 E Butterfield Rd
Elmhurst, IL, 60126-4642

Permittee: DuPage Water Commission
I.D. Number: 031435AAA
Location: 600 E Butterfield Rd, Elmhurst, Cook County

Dear Mr./Ms. Weed:

This letter provides notification that effective **January 16, 2025,** the Greater Chicago Metropolitan area will be reclassified from moderate to serious nonattainment for the 2015 National Ambient Air Quality Standard for ozone. In Illinois, this action affects sources in Cook, DuPage, Kane, Lake, McHenry, and Will Counties, and Aux Sable Township and Goose Lake Township in Grundy County, and Oswego Township in Kendall County. This reclassification lowers the potential to emit (PTE) emissions thresholds for a major stationary source for volatile organic material (VOM) and nitrogen oxides (NO_x) from 100 tons per year to 50 tons per year, pursuant to Section 39.5 of the Illinois Environmental Protection Act (Act).

Based upon a review of Illinois EPA records, your source has been identified as having emissions that may now classify it as a major source under the Clean Air Act Permit Program (CAAPP) and requires it to obtain a CAAPP permit in accordance with the Act and 35 Ill. Adm. Code Part 270 (CAAPP Procedures). All affected sources that are now subject to the CAAPP as a result of the reclassification are required to submit an initial CAAPP permit application within 12 months of the effective date of the reclassification, i.e., by **January 16, 2026.** In summary, if your source would now be a major source under the CAAPP, it is required to submit a complete CAAPP application to the Illinois EPA by no later than **January 16, 2026.**

To avoid the CAAPP permitting requirements, you may apply for a Federally Enforceable State Operating Permit (FESOP), or a revised FESOP if needed, no later than **January 16, 2026,** if your actual VOM and/or NO_x emissions are below 50 tons per year and you expect them to remain below those levels. For reference, a FESOP is an operating permit which contains federally enforceable limits in the form of permit conditions which effectively restrict the potential emissions of a source to below major source thresholds, thereby excluding the source from the CAAPP.

Please note that when this reclassification becomes effective, the criteria for a major project under 35 Ill. Adm. Code Part 203, Major Stationary Sources Construction and Modification, will immediately become more stringent since the Greater Chicago Metropolitan Area will be classified as serious nonattainment for ozone. This could potentially affect the permitting of planned construction activity at a source that involves units that emit VOM or NOx.

Application forms for a CAAPP permit may be obtained from the Illinois EPA's website at CAAPP Forms.

If you have any questions regarding this matter, please contact a permit analyst in the Bureau of Air, Permit Section at 217/785-1705.

Sincerely,



William D. Marr
Manager, Permit Section
Bureau of Air

cc: All Permit - Correspondence
Compliance Section

Please do not email this account as it is not monitored for communication. If you need to reach us, please contact Bureau of Air, Permit Section at 217/785-1705 instead.

State of Illinois - CONFIDENTIALITY NOTICE: The information contained in this communication is confidential, may be attorney-client privileged or attorney work product, may constitute inside information or internal deliberative staff communication, and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return e-mail and destroy this communication and all copies thereof, including all attachments. Receipt by an unintended recipient does not waive attorney-client privilege, attorney work product privilege, or any other exemption from disclosure.

TASK ORDER NO. 02

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

1 . Project:

Environmental engineering review of EPA Clean Air Act Permit Program (CAAPP) permit notification.

2 . Services of Consultant:

- Review EPA notification to DWC, dated December 17, 2024, regarding the potential reclassification of the DuPage Pumping Station's diesel-powered Emergency Generation System from a Federally Enforceable State Operating Permit (FESOP) to a Clean Air Act Program Permit (CAAPP).
- Review existing DWC Annual Emissions Reports to EPA-Department of Air Pollution Control (DAPC) to gather historical operating data and emissions produced.
- Provide text for the results to be submitted to the EPA.

Task Deliverables

- Provide technical text of the review results for submittal to the EPA by the Owner.

Task Assumptions

None

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

   None

4. **Commencement Date:**

   April 7, 2025

5. **Completion Date:**

   May 28, 2025

6. **Submittal Schedule:** None.

7. **Key Project Personnel:**

   Jeanne Krueger, PMP, MSP – Contract Manager

   Tony Smurlo, PE, BCEE – National Practice Lead

   Clayton Ralston – Environmental Engineer

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs 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 be $1,725.00. The contact price maybe adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

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

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

10. Modifications to Contract:

None

11. Attachments:

None

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

The Effective Date of this Task Order is April 7, 2025.

DuPAGE WATER COMMISSION

By: [redacted]

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

ARCADIS US, Inc.

By: [redacted]

Jeanne Krueger
Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Jeanne Krueger
Title: Vice President
Address: 225 South Wacker Dr., Suite 2015
Chicago, IL 60604
E-mail Address: jeannie.krueger@arcadisus.com
Phone: 773-805-4062

May 28, 2025

Illinois Environmental Protection Agency- Permit Section
Division of Air Pollution Control
1021 N. Grand Ave E. – PO Box 19506
Springfield, Illinois 62794-9506

Re: DuPage Water Commission – DuPage County, Illinois – Application No. 21010001 –
I.D. No.: 031435AAA
Requirement for Clean Air Act Permit Program (CAAPP) Permit as a Result of Reclassification of the Greater Chicago Metropolitan Area to Serious Nonattainment for Ozone Air Quality.

Attn: William D. Marr, Manager Permit Section – All Permit – Correspondence Compliance Section

The DuPage Water Commission is submitting this response to the letter received on December 17, 2024, titled "Requirement for Clean Air Act Permit Program (CAAPP) Permit as a Result of Reclassification of the Greater Chicago Metropolitan Area to Serious Nonattainment for Ozone Air Quality."

Our facility currently operates under Federally Enforceable State Operating Permit (FESOP) Application No.: 21010001 and I.D. No.: 031435AAA, issued May 24, 2022. Per FESOP term 1a.i., the FESOP is issued to "…limit the emissions of air pollutants from the source to less than major thresholds (i.e., 50 tons/year for Nitrogen Oxides (NOx)). As a result, the source is excluded from the requirement to obtain a Clean Air Act Permit Program (CAAPP) permit…". Furthermore, FESOP term 15a.i and 15a.ii. limit the generators' runtime to 433 hours per year, per generator, resulting in a total of 40.96 and 8.35 tons per year of NOx and Volatile Organic Matter (VOM) respectively for all five gensets.

Per the listed FESOP terms above, our facility is currently under the revised VOM and NOx major stationary source thresholds referenced in the letter dated December 17, 2024 (50 tons/year of NOx and VOM). We anticipate remaining at or below our current operational restrictions and emission limits, therefore, we believe that no further action is required at this time.

Please advise us if the IEPA does not concur with our conclusion.

Please contact me at (630) 834-0100 or at bostick@dpwc.org if you have any questions.

Sincerely,

[redacted]

R. Christopher Bostick
Manager of Water Operations

CC:
Paul D. May, P.E., General Manager DWC
Mike Weed, Operation Supervisor DWC
Tony Smurlo, National Technical Manager 1, Arcadis US
Clayton Ralston, Environmental Engineer 2, Arcadis US
Illinois EPA Region 1-Bureau of Air, FOS
9511 W Harrison, Des Plaines, Illinois 60016

Resolution #: R-52-25

Account:01-60-662100/01-60-629000

Approvals: *Author / Manager / Finance / Admin*

MW RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/12/2025

Description: **A Resolution Authorizing the General Manager to Purchase Materials and Labor Services for the Commission's Emergency Generator System at a Cost Not-To-Exceed $100,000 from Altorfer Power Systems.**

Agenda Section: Engineering & Construction

Originating Department: Operations

Resolution No. R-52-25 would authorize the General Manager to purchase material and labor service from Altorfer Power Systems for the Commission's Emergency Generator System, which may exceed $20,000 per occurrence, on an as needed basis by issuance of Purchase Order(s) at a total cost not-to-exceed $100,000 for Fiscal Year 25/26. Altorfer Power Systems is Caterpillar's sole authorized service provider in Northern Illinois and the Chicago Metropolitan area.

The Commission's emergency generator system, which includes five Caterpillar generators and the generator control system, provides emergency power to operate the Commission's High Lift Pumps during utility power loss events.

Altorfer Power Systems provides factory-trained technicians, customer service, and support associated with Caterpillar products. Altorfer Power Systems currently provides preventive maintenance service and periodic repair and troubleshooting services on the generator system and ancillary equipment as needed.

There is no cost component for this action at this time.

Recommended Motion: To adopt Resolution R-52-25

DuPAGE WATER COMMISSION

RESOLUTION NO. R-52-25

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE MATERIALS AND LABOR SERVICES FOR THE COMMISSION'S EMERGENCY GENERATOR SYSTEM

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's Emergency Generator System includes five Caterpillar generators and a generator control system that provide emergency power to operate the Commission's High Lift Pumps during utility power loss events; and

WHEREAS, Altorfer Power Systems is Caterpillar's sole authorized service provider in Northern Illinois and Chicago Metropolitan area; and

WHEREAS, Altorfer Power Systems provides factory-trained technicians, customer service and support associated with Caterpillar products; and

WHEREAS, Material and labor services would be used on an as-needed basis; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to suspend purchasing procedures and authorize the General Manager to purchase material and labor services for the Commission's Emergency Generator System, which may exceed $20,000 per occurrence, on an as needed basis by issuance of Purchase Order(s) at a total cost not-to-exceed $100,000.00 for Fiscal Year 25/26 from Altorfer Power Systems;

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: That the General Manager is hereby granted the authority to purchase material and labor services from Altorfer Power Systems, on an as needed basis at a total cost not-to-exceed $100,000.00 for Fiscal Year 25/26 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 Zay, Chairman

ATTEST:

_____

Danna Mundall, Clerk

CATERPILLAR®

Caterpillar Inc.

5205 N O'Connor Blvd, STE 100
Irving, TX 75039

June 4, 2025

DuPage Water Commission
600 E Butterfield Rd
Elmhurst, IL 60126

RE: Authorized Cat Dealer

To Whom It May Concern:

Altorfer Inc. and Altorfer Industries, Inc., with its primary offices at 2600 6th Street SW, Cedar Rapids, IA 52404 ("Dealer"), is an authorized independent dealer of various models of Cat® branded machines, equipment, engines, oils and spare parts ("Cat® products"). As an authorized Cat dealer, Dealer provides prompt, competent services for Cat® products in the Service Territory listed below (the "Service Territory").

> IN THE STATE OF ILLINOIS: The Counties of Jo Daviess, Stephenson, Winnebago, Boone, McHenry, Lake, Carroll, Ogle, DeKalb, Kane, DuPage, Cook, LaSalle, Kendall, Grundy, Will, Kankakee, Adams, Brown, Cass, Champaign, Christian, Clark, Coles, Cumberland, Dewitt, Douglas, Edgar, Ford, Greene, Iroquois, Livingston, Logan, Macon, Macoupin, McLean, Menard, Montgomery, Morgan, Moultrie, Piatt, Pike, Rock Island, Sangamon, Scott, Shelby, Vermillion, Henry, Whiteside, Lee, Bureau, Mercer, Putnam, Knox, Stark, Marshall, Henderson, Warren, Fulton, Peoria, Woodford, Tazewell, Mason, Schuyler, McDonough, and Hancock.
>
> IN THE STATE OF INDIANA: The Counties of Lake and Porter.
>
> IN THE STATE OF IOWA: That part of the State of Iowa east and south of and including the Counties of Davis, Wapello, Keokuk, Poweshiek, Tama, Black Hawk, Buchanan, Delaware, and Dubuque.
>
> IN THE STATE OF MISSOURI: That part of the State of Missouri east and north of and including the Counties of Schuyler, Adair, Macon, Randolph, Monroe, Ralls, and Pike.

Dealer is the only Cat dealer with approved business locations in the Service Territory; however, Cat dealers may sell or service Cat® Products outside their respective Service Territory.

If you have any questions concerning Caterpillar or Cat dealers, or require additional information, please contact me directly.

Sincerely,



Doug Hamilton
Director Regional Dealer Finance
Americas Distribution Services Division
Email: Hamilton_Douglas_J@cat.com

Caterpillar: Confidential Green

Resolution #: R-53-25

Account: 01-60-662100 - $100,000

Approvals: *Author / Manager / Finance / Admin*

MW RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/12/2025

Description: **A Resolution Authorizing the General Manager to Purchase Material and Services from a Sole Source Provider to Maintain Electric Motors for High-Lift Pumping Equipment.**

Agenda Section: Engineering & Construction

Originating Department: Operations & Instrumentation

WEG Electric Machinery (EM) is an Original Equipment Manufacturer (OEM) of the DuPage Pump Station High-Lift Pump synchronous motors. These synchronous motors are the mechanical drivers for the pumps that deliver water to the Commission's Customers.

In order to maintain the synchronous motors, staff is recommending approval of Resolution No. R-53-25 which would authorize the General Manager to purchase material and services from WEG Electric Machinery (EM) for the synchronous motor systems, on an as-needed basis by issuance of Purchase Order(s) at a total cost not-to-exceed $100,000 for Fiscal Year 25/26.

Recommended Motion:

To approve Resolution No. R-53-25

RESOLUTION NO. R-53-25

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE MATERIAL AND SERVICES FROM A SOLE SOURCE PROVIDER TO MAINTAIN ELECTRIC MOTORS FOR HIGH-LIFT PUMPING EQUIPMENT

WHEREAS, the DuPage Water Commission's High-Lift Pumping System includes synchronous electric motors that provide electro-mechanical power to operate the pumps; and

WHEREAS, WEG Electric Machinery is the Original Equipment Manufacturer (OEM) of the Commission's synchronous electric motors; and

WHEREAS, WEG Electric Machinery provides factory-trained technicians, customer service and support associated with Electric Machinery products; and

WHEREAS, Material and labor services would be used on an as needed basis; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to authorize the General Manager to purchase material and services from WEG Electric Machinery (EM) for the synchronous motor systems on an as needed basis by issuance of Purchase Order(s) at a total cost not-to-exceed $100,000 for Fiscal Year 25/26;

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: That the General Manager is here by granted the authority to purchase material and services from WEG Electric Machinery (EM) for the synchronous motor systems, on an as needed basis by issuance of Purchase Order(s) at a total cost not-to-exceed $100,000 for Fiscal Year 25/26 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

Electric Machinery Company Inc.
800 Central Avenue NE
Minneapolis, MN 55413 USA
Phone Dial: (612) 378-8000
www.electricmachinery.com

6/3/25

Sole Source Letter

DuPage Water Commission
600 Butterfield Rd
Elmhurst, IL 60126

As an OEM of large electric motors and generators, Electric Machinery Company along with its contracted service partners is the sole authorized sales and service provider source for the proprietary design, manufacturing, and specification information to which our machines are built as well as many of the parts within our machines, including the exciter assembly.

If you desire additional information, please don't hesitate to contact me at 612-378-8083 at any time or visit our website at www.electricmachinery.com. Thank you for your interest in our products.

Best Regards,



Alan Carroll
Business Development Manager - Service
Electric Machinery Company - A WEG Group
Office: (612)-378-8083

Resolution #: R-54-25, R-55-25 & R-56-25
Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*
JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/12/2025

Description: **A Resolution Approving and Authorizing the Execution of a Master Contract with Bowman Consulting Group, Ltd. for Professional Engineering Services and Authorization of Task Order No. 1 - Phase III (Construction) Engineering Contract Assignments for the WaterLink Pipeline Project**

Agenda Section: Engineering & Construction

Originating Department: Engineering

As the WaterLink Phase II (Design) Engineering effort nears completion, the project will soon move into the construction phase. The project has been divided into five distinct pipeline construction packages, with a sixth to include construction of the metering stations and chemical feed building. To ensure that the project is constructed in conformance with the design plans and specifications, oversight by a qualified construction engineering firm on each construction package is needed.

To that end, the Commission issued a Request for Qualifications (RFQ) and subsequent Request for Proposals (RFP) in accordance with Qualifications-Based Selection (QBS) procedures. After review by Commission staff and discussion with the Program Management Firm Burns & McDonnell (BMcD) the following construction engineering assignments were established:

Construction Package	Firm	Not-to-Exceed Cost	Est. Hours	Resolution
TW-6/25 Section 1	*Burns & McDonnell	$3,016,962	11366	R-11-25
TW-6/25 Section 2	Bowman Consulting Group, Ltd.	$4,591,202	26700	R-54-25
TW-6/25 Section 3	Burns & McDonnell	$6,484,328	15002	R-57-25
FW-1/25 Section 1	Christopher B. Burke Engineering, Ltd.	$864,000	4928	R-55-25
FW-1/25 Section 2	Christopher B. Burke Engineering, Ltd.	$827,450	4728	
FW-1/25 Section 3	Stanley Consultants Inc.	$2,096,805	11290	R-56-25
FW-1/25 Section 4	Stanley Consultants Inc.	$1,378,968	7365	
	Stanley Consultants discount for multiple awards:	-$468,328		
	Total Construction Engineering Cost:	$18,791,387		

* This contract previously approved under Resolution R-11-25

It should be noted that these contract totals, which have been shared for review with the WaterLink Communities, are structured such that payment is only due for those services rendered through the duration of the contract, as opposed to a lump sum or percentage-based contract. The costs are "not-to-exceed" and can be considered conservative as the durations contemplated in them are likely in excess of the actual duration of the work the contractor will be performing in the field.

The totals above include those construction packages associated with pipe installation, however, they do not include the cost for the construction engineering services associated with the Meter Station construction package, which will be brought forward for consideration at a future date. When including the estimated cost for this additional work, the overall totals for construction engineering remain aligned with the estimated totals.

While most construction packages have yet to be advertised for bid, it is important to engage these firms early so that they can have input at the final design stage for those portions of the work with which they will be involved.

Bowman Consulting Group, Ltd. (Bowman) has not previously entered into a Master Services Agreement (MSA) with the Commission. As such, Resolution R-54-25 includes the Authorization to enter into an MSA with Bowman as well as approval of Task Order No. 1, to provide construction engineering services on the designated WaterLink construction package in the not-to-exceed amount of $4,591,202.00.

Recommended Motion:

To adopt Resolution No. R-54-25.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-54-25

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A MASTER CONTRACT WITH BOWMAN CONSULTING, LTD. FOR PORFESSIONAL SERVICES AND AUTHORIZATION OF TASK ORDER NO. 1

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 Bowman Consulting Group, Ltd. a corporation organized and existing under the laws of the Illinois ("Consultant"), desires to provide from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission; and

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

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

WHEREAS, the Consultant has developed the Scope of Services attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 2, which is approved and will be formalized into Task Order #1 under the MSA.

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: A Master Contract between the DuPage Water Commission and Bowman Consulting Group, Ltd. for Professional Engineering Services, in substantially the form attached hereto and by this reference incorporated herein and made 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 Contract 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 Contract 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 Contract executed by Bowman Consulting Group, Ltd.

SECTION THREE: Upon execution of the Master Contract on behalf of the Commission pursuant to Section Two above, Task Order No. 1 to the Master Contract, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 2, with such modifications as may be required or approved by the General Manager, shall be and hereby is approved and the General Manager shall be and hereby is authorized and directed to execute Task Order No. 1 to the Master Contract in substantially the form attached hereto as Exhibit 2, with such modifications as may be required or approved by the General Manager; provided, however, that Task Order No. 1 to the Master Contract shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Task Order No. 1 executed by Bowman Consulting Group, Ltd. Upon execution by the General Manager, Task Order No. 1 to the Master Contract, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

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

	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-54-25.docx

EXHIBIT 1

MASTER CONTRACT BETWEEN

DuPAGE WATER COMMISSION

AND

BOWMAN CONSULTING GROUP, LTD.

FOR

PROFESSIONAL ENGINEERING SERVICES

MASTER CONTRACT BETWEEN

DuPAGE WATER COMMISSION

AND

BOWMAN CONSULTING GROUP, LTD.

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

BOWMAN CONSULTING GROUP, LTD.

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 **Bowman Consulting Group, Ltd., 1001 Warrenville Road, Suite 110, Lisle, IL 60532**, a Corporation ("Consultant"), make this Contract as of the [ ] day of ***[MONTH]***, 20___, 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 Task Order issued pursuant to this Contract, 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 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 Tasks 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 and continuously 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 a manner satisfactory to Owner, 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. It is expressly understood by the parties that Owner's responsibility for safety conditions shall be strictly limited to its employees.

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, 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 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 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, 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 shall have the right, by written order executed by Owner, to make changes in the Task Order, the Project, the Services and the Contract Time ("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.

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 and shall, in all events, be submitted no later than ten business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision. Unless Consultant submits such a request within ten business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision, Consultant shall be conclusively deemed (1) to have agreed that such Change Order, requirement, direction, instruction, interpretation, determination, or decision does not entitle Consultant to an equitable adjustment in the Contract Price or Contract Time for such Task Order and (2) to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination, or decision.

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 be free from errors and omissions in design in accordance with generally accepted industry standards; 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. The representation herein expressed shall be in addition to any other representations expressed in this Contract, or expressed or implied by applicable law, which are hereby reserved unto Owner.

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 this Contract, the term shall mean professional 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, to the reasonable satisfaction of Owner, all corrective Services necessary as a result of Consultant's negligent errors or omissions, negligent acts, or failure to meet the requirements under the Task Order for such Project and this Contract..

3.3 Risk of Loss

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's negligent errors or omissions, negligent acts, or failure to meet warranty and for any losses or costs to repair or remedy any work undertaken by Owner based upon the Services as a result of any such negligent errors or omissions, negligent acts, or failure to meet the requirement of the Task Order for such Project and this Contract . Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless or reimburse Consultant for such damages, losses or costs.

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 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. Coverages. Consultant shall, at all times while providing, performing, or completing the Services, including at all times while correcting any failure to meet the

requirements of this Contract, maintain and keep in force, at Consultant's expense, the following insurance coverages and limits:

1. Worker's Compensation and Employer's Liability with limits of:

   (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 agreement, the parties acknowledge that this Worker's Compensation and Employer's liability clause has been reviewed, understood, is a material part of this agreement, and each party has had the opportunity to seek legal advice regarding this provision.

2. Commercial Automobile Liability with a combined single limit of liability for bodily injury and property damage of $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 of:

   (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

4. Professional Liability Insurance. With limits $2,000,000 per claim and covering Consultant against sums that Consultant may be obligated to pay on account of any liability arising out of Consultant's negligent acts, errors, and omissions 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 three 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 a 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 Automobile 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.

   Owner and Consultant waive subrogation for damage or loss to property covered by property insurance, including self insurance and deductibles.

4.2 Indemnification

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, to the extent caused by any negligent act, error, or omission in Consultant's performance of, or failure to perform, the Services or any part thereof, except to the extent caused by the negligence of Owner.

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 lawsuits, claims, demands, damages, liabilities, losses, and expenses 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, as the case may be, or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Services or a particular phase of Services under such Task Order, as the case may be.

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; (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; (6) failure of Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under the Task Order for such Project and this Contract; or (8) the cost to Owner, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of 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 such matter is not cured by Consultant within ten business days after receipt of written notice from Owner as provided herein, 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 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. Consultant shall make all such material available for inspection by Owner, at all reasonable times during this Contract and for a period of three years following termination of this Contract or any Task Order issued pursuant to this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

ARTICLE VI
REMEDIES

6.1 Owner's Remedies

For each Project delineated and described in a Task Order issued pursuant to this Contract, if it should appear at any time prior to Final Payment for all work that Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of the Task Order for such Project and this Contract, or has attempted to assign the Task Order for such Project or this Contract or Consultant's rights under the Task Order for such Project or this Contract, either in whole or in part, or has falsely made any representation or warranty in the Task Order for such Project or this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of the Task Order for such Project or this Contract or has failed to pay its debts as they come due ("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 Consultant's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to 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 terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

4. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Consultant, any and all costs, including reasonable attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

5. Owner may recover direct damages suffered by Owner.

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 heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

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 approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval 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. 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

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. Confidential information shall not include any information of Owner that is required by law to be disclosed to any governmental agency, provided that before making such disclosure, Consultant shall give Owner a written notice and an opportunity to object to the disclosure or take action to assure confidential handling of the information.

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. 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

For each Project delineated and described in a Task Order issued pursuant to this Contract, no examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, 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 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, nor any other act or omission of Owner 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; or of any requirement or provision of the Task Order for such Project or this Contract; or of any remedy, power, or right of Owner.

7.8 No Third Party Beneficiaries

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 Consultant shall be made or be valid against Owner.

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, General Manager

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

Bowman Consulting Group, Ltd.
1001 Warrenville Road
Suite 110
Lisle, IL 60532
Attention: Mike Hannemann

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

Unless otherwise explicitly provided in this Contract or in a Task Order issued pursuant to this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

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.

Consultant 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 Consultant's, or its subcontractors', performance of, or failure to perform, the Services under any Task Order issued pursuant to this Contract or any part thereof.

Every provision of law required by law to be inserted into this Contract or in a Task Order issued pursuant to this Contract shall be deemed to be inserted herein or therein.

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, 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 shall be at Owner's sole risk and cost. At Owner's request, or upon termination of this Contract or any Task Order issued pursuant to this Contract, 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. Consultant shall make, and shall cause all of its subcontractors to make, the Documents available for Owner's review, inspection and audit during the entire term of this Contract and for five years after termination of this Contract.

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 agreement. 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 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.

To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Consultant, its officers, affiliates, directors, shareholders, employees, agents, and consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, liabilities, costs or damages (“Liabilities”) whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any form of negligence, professional errors or omissions (including breach of contract or warranty) of Consultant, its officers, directors, employees, agents or consultants, or any of them, shall not exceed $4 million for the Task Order out of which the Liabilities arose. The parties agree that specific consideration has been given by the Consultant for this limitation and that it is deemed adequate. Owner may request an increase in the limit of liability based on the task order assignment.

In no event will Consultant nor its Affiliates be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of OWNER, or governmental fines or penalties so long as the work adheres to the Standard of Care.

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

Title: _____ Title: General Manager

Attest/Witness: ***BOWMAN CONSULTING GROUP, LTD.***

By: _____ By: _____
BOWMAN CONSULTING GROUP, LTD.
[EXECUTING OFFICER]

Title: _____ Title: _____
[TITLE OF CONSULTANT'S EXECUTING OFFICER]

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 ***BOWMAN CONSULTING GROUP, LTD.*** ("Consultant"), for Professional Engineering Services dated ***[DATE]*** (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:

Phase	Lump Sum
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 using W2 Compensation Hourly Rates capped at $XX per hour 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 using W2 Compensation Hourly Rates capped at $XX per hour 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:

Phase	Fixed Fee	Direct Labor Cost Factor	Not to Exceed
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 using W2 Compensation Hourly Rates capped at $XX per hour 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 using W2 Compensation Hourly Rates capped at $XX per hour times the following factor set forth opposite each such phase, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

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

RATE SHEET 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 Rate Sheet Costs per hour or unit for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the rate sheet 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 Rate Sheet Costs per hour or unit for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the rate sheet costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

Phase	Not to Exceed
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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

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

E-mail Address:

Phone:

Fax: (630) 834-0120

BOWMAN CONSULTING GROUP, LTD.

By: _____

Name:_____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address:

E-mail Address:

Phone:

Fax:

Task Order No. 01

This Task Order No. 01 is being entered into between DuPage Water Commission (referred to herein as the "Owner" or the "Commission") and Bowman Consulting, Ltd. (the "Consultant") as of June 19, 2025 (the "Effective Date") and hereby agree as follows:

WHEREAS, Owner and the Village of Montgomery ("Montgomery"), the Village of Oswego ("Oswego") and the United City of Yorkville ("Yorkville") (Oswego, Montgomery and Yorkville - collectively referred to herein as the "Waterlink Communities") have entered into an Escrow Intergovernmental Agreement dated October 17, 2024 (the "Escrow Agreement") to fund, *inter alia,* Phase III costs including the construction engineering of a water transmission main connecting the Commission's waterworks system (the "Commission System") to the Waterlink Communities' waterworks systems (the "Project"); and

WHEREAS, Owner and Consultant have entered into a Master Contract for Professional Engineering Services dated June 19, 2025 (the "Master Contract"); and

WHEREAS, Section 1.1 of the Master Contract contemplates Owner and Consultant entering into Task Orders to perform specific tasks; and

WHEREAS, Owner and Consultant wish to enter into this Task Order No. 01 for Consultant to provide services for the Project as more fully set forth below (the "Project Services").

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, Owner and Consultant hereby agree as follows:

1. The above recitals are hereby incorporated as if fully set forth herein.

2. Capitalized terms used, but not otherwise defined herein, shall have their respective meanings as set forth in the Master Contract.

3. To the extent any of the provisions of this Task Order conflict with the Master Contract or the attached Exhibit A, Task Order No. 01 Description, this Task Order will apply.

4. Owner's right to terminate or suspend the Project Services under Section 1.9 of the Master Contract is reconfirmed herein and shall be effective within forty-eight (48) hours unless the Owner's notice of termination sets forth a longer time period. Consultant acknowledges that Owner may suspend or terminate the Project Services at its sole discretion for any reason, including but not limited to the escrow required under the Escrow Agreement not being fully funded by the Waterlink Communities or any of the Waterlink Communities not receiving its required allocation from the Illinois Department of Natural Resources.

5. Notwithstanding anything else set forth in this Task Order, Consultant shall only take direction regarding or relating to Project Services from Owner. The Waterlink Communities, their

officers or employees will have no authority to approve change orders or provide any other direction to Consultant.

6. Consultant shall submit monthly pay requests on or before the fifteenth (15th) day of the month for Project Services completed in the prior calendar month. Each pay request shall contain releases and waivers of lien for all subcontractors for the prior calendar month.

7. All Project Services, including those supplied by Consultant's subcontractors, must comply with the Water Infrastructure and Finance Innovation Act ("WIFIA"). Owner shall notify Consultant in writing if additional federal or state funding is to be used on the Project. Consultant shall be entitled to equitable adjustment in compensation, subject to the approval of Owner, if additional federal or state funding requirements place additional obligations on Consultant.

8. Except as expressly amended by this Task Order, the remaining terms, covenants, conditions, and provisions of the Master Contract shall remain unchanged and in full force and effect, and the Task Order, as amended herein, shall constitute the full, true, and complete agreement between the parties.

9. This Task Order shall be binding upon and inure to the benefit of the parties, and their successors and assigns.

10. If any provision of this Task Order is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Task Order shall be construed and enforceable as if the illegal, invalid or unenforceable provision had never comprised a part of it, and the remaining provisions of this Task Order shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Task Order, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

11. This Task Order may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart signature page by facsimile or electronic transmittal (PDF) is as effective as executing and delivering this Task Order in the presence of the other parties to this Task Order.

IN WITNESS WHEREOF, Owner and Consultant have caused this Task Order No. 01 to be executed in two (2) original counterparts as of the day and year first written above.

Attest/Witness:	**DUPAGE WATER COMMISSION**
By:_____ Clerk	By:_____ James F. Zay, Chairman
Attest/Witness:	**BOWMAN CONSULTING, LTD.**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

EXHIBIT A
TASK ORDER NO. 01 DESCRIPTION

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

1. **Project:** WaterLink Pipeline Construction Project – Phase III Construction Engineering Services for TW-6/25 Section 2.

   This task order authorizes Consultant (Bowman Consulting Group, Ltd.) to provide staff resources associated with the requested construction engineering services for TW-6/25 Section 2.

2. **Services of Consultant:** As Described in Attachment(s).
3. **Approvals and Authorizations:** Not applicable.
4. **Commencement Date:** Effective Date of This Task Order
5. **Completion Dates:** As Described in Attachment(s).
6. **Submittal Schedule:** Not applicable.
7. **Key Project Personnel:**

   Mike Hannemann – Project Manager

   David Johnson – Resident Engineer

   Jeff Druckman – QA/QC

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Billing Rate Sheet Costs 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 plus applicable markup of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Not-To-Exceed Contract Price shall be $4,591,202.00, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Master Contract.

Payments:

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

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items. This list is not intended to be exhaustive. Other Project-related costs incurred by Consultant, are nonetheless considered to be reimbursable expenses. Costs incurred by Consultant shall also be read to mean costs incurred by Consultant’s subsidiaries, employees, contractors, and consultants.

9. **Modifications to Contract:** Not applicable.
10. **Attachments:**

    Attachment A: Scope of Services and Fee Schedule

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

The Effective Date of this Task Order is June 19, 2025.

DuPAGE WATER COMMISSION

By: _____

Paul D. May, P.E.

General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Jeff Loster
Title: Engineering Manager
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address: loster@dpwc.org
Phone: 630-834-0100

BOWMAN CONSULTING GROUP, LTD.

By: _____

Michael Hannemann, P.E.

Senior Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Michael Hannemann, P.E.
Title: Project Manager
Address: 1001 Warrenville Road, Suite 110, Lisle, IL 60532
E-mail Address: mhannemann@bowman.com
Phone: 630-878-2928









Construction Engineering Services for the WaterLink Pipeline Project

Bid Package: TW-6/25 (Section 2)

Submitted by:

Michael Hannemann, PE, Senior Vice President
Bowman
1001 Warrenville Road, Suite 110
Lisle, Illinois 60532

630.869.6001 | mhannemann@bowman.com

Submitted to:

Jeff Loster, PE, Engineering Manager
DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126

May 30, 2025

Bowman

Bowman

May 30, 2025

Jeff Loster, PE
Engineering Manager
DuPage Water Commission
600 East Butterfield Road
Elmhurst, IL 60126

RE: Response to Request for Proposals (RFP) for Construction Engineering Services for the WaterLink Pipeline Project, Bid Package: TW-6/25 (Section 2)

Dear Mr. Loster:

Bowman Consulting Group Ltd. (Bowman) is pleased to submit its proposal to provide construction engineering services for TW-6/25 (Section 2) of this landmark project, which will enable the DuPage Water Commission (Commission) to extend its service area to the "WaterLink Communities" in Kane and Kendall counties. We seek to assist you in providing reliable, quality, responsive and cost-efficient Lake Michigan water service to these new communities and are uniquely qualified to serve as your Construction Engineer (CE):

- **Local Firm - Top Quality Construction Engineers.** Based in Lisle, IL, Bowman staff have provided CE and management services for some of the largest water and infrastructure improvements in this region.
- **Leadership in Agency/Stakeholder Coordination.** Bowman has led the delivery of some of the largest projects in the region. As part of the Illinois Tollway's $500M Mile Long Bridge project, we provided all of the CE and management for the completion of seven contracts, including coordination with IDOT, five regulatory agencies (including USACOE and IEPA), five municipalities, Buckeye Partners and BP for relocation of high-pressure fuel lines and Burr Ridge Water & Sewer and Justice-Willow Springs Water Commission for their pipeline relocations.
- **Federal Compliance Reporting Knowledge and Experience.** Our staff have delivered federally funded projects. All documentation is prepared in accordance with local, state and federal agency requirements, and all reporting is as dictated by the WaterLink communities' IEPA WIFIA agreements and/or other federal funds.
- **Construction Engineering Experience - Water Main Construction.** Dave Johnson as Resident Engineer (RE), Jeff Druckman and I, as Construction Corridor Managers (CCMs) for the $2B Widening & Reconstruction of I-90, managed the $90M relocation of NSMJAWA's 90" pressurized water main, including hot tap of the 90" water main. Work was completed on time, ahead of schedule and without interruption to their 500,000+ customers. We are familiar with the complexities, testing and quality requirements associated with water main construction, and we will protect your investment and ensure you get a quality product.
- **Teamwork.** As former CEs and corridor managers (I-294 and I-90 interstate improvements), we know the importance of the program manager and being a strong team member who provides proactive input on issues and offers timely recommendations/ solutions that not only keep our section on time and budget but benefits others. We know how to work together to provide the Commission with high quality service along with timely communications and project status reporting.

1001 Warrenville Road, Suite 110, Lisle, IL 60532
630.869.6001
bowman.com

- **Safety.** Safety is always our top priority and on this project it will be no different. In addition to normal safety precautions, much of the work under this project is being done within ComEd right-of-way and subject to their work restrictions (i.e. minimum of 15 feet working clearance distance must be maintained between the booms, arms and other contractor equipment that can be raised and ComEd's 138k Volt electric transmission conductors and a minimum of 20 to ComEd's 345k Volt electric transmission conductors, along with other requirements as noted in the plans). Strict adherence to all contract and ComEd requirements will be enforced on all contractor operations.

Our team includes **NASHnal Soil Testing**, a well-established, highly regarded and local DBE firm who will provide support for material testing / geotechnical services. Bowman will provide experienced staff to meet this project's technical, management and resource demands. **The Commission has our complete loyalty and there will be no learning curve.** We will dedicate ourselves to the on-time, on-budget delivery of TW-6/25 (Section 2) of this important project, as we have proven on other large projects and programs.

The estimate of hours and total not-to-exceed cost has been prepared based upon information that has been provided to date and our understanding of the project. Please note that we are prepared to discuss and negotiate the final scale of staffing to match the final scope of work as more unknown elements of the scope are established.

Thank you for the opportunity to submit our proposal. I encourage you to contact me if there is any need for additional information or questions regarding our proposal, and I am confident we can provide responses to your satisfaction. You may reach me at 630.878.2928 or mhannemann@bowman.com.

Sincerely,



Michael Hannemann, PE
Senior Vice President



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1 Firm Information and Qualifications

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01

Firm Information and Qualifications

Firm Information and Qualifications

FIRM INFORMATION

The Bowman team is comprised of the following firms:

BOWMAN CONSULTING GROUP LTD.

Founded in 1995, Bowman is a professional services firm offering a broad range of engineering and infrastructure solutions with 98 offices and 2,300 employees nationwide. Bowman's Lisle office specializes in construction engineering (CE) and corridor/program/project management (PM) services and delivers signature projects such as the Illinois Tollway's $500M award-winning Mile Long Bridge and IDOT's $1.3B reconstruction of the 16-mile I-80 corridor in Joliet.

Local Office:
1001 Warrenville Road, Suite 110
Lisle, IL 60532

Contact:
Michael Hannemann, PE, Senior Vice President
p: 630.878.2928 e: mhannemann@bowman.com

NASHNAL SOIL TESTING, LLC (NST)

Founded in 2010, NST (MBE/DBE) is a civil engineering, construction inspection and material testing firm headquartered in Plainfield, IL. NST has a fully equipped materials testing lab where soils, concrete, asphalt and masonry tests are performed to support geotechnical and materials engineering.

Local Office:
23856 W. Andrew Road, Unit 103
Plainfield, IL 60585

Contact:
Umar Ahmad, PE, Chairman/CEO
p: 630.780.5201 e: uahmad@nstengr.com

FIRM QUALIFICATIONS

Bowman Local Firm – Top Quality Construction Engineers

Bowman's construction engineers (CEs) are based in our Lisle, IL office, which is minutes away from the Commission's office and the project site. Our construction engineering staff have implemented some of the largest water and infrastructure improvements in this region including serving as the CE and CCM/PM for the **$2B Reconstruction and Widening of I-90 from Elgin to O'Hare International Airport, involving the relocation of Northwest Suburban Municipal Joint Action Water Agency's (NSMJAWA's) pressurized water main and 36-inch diameter gas mains for Nicor**, and CE services for the **Illinois Tollway's $500M Mile Long Bridge** project, including extensive stakeholder coordination, daily coordination with the BNSF Railway and jet fuel line relocations. Our team is familiar with the project area and know what this improvement means for the Commission and the communities it serves.

WATER MAIN CONSTRUCTION EXPERIENCE: I-90 CE / CCM

- Widened and reconstructed 25 miles of I-90 from Elgin to O'Hare
- Relocated over five miles of NSMJAWA high-pressure water main, including a 90" PCCP "hot tap"



Recognizing the importance of this critical task, **Mike Hannemann** and **Jeff Druckman** were directly assigned the required extensive coordination and development of an acceptable plan for NSMJAWA. **Dave Johnson** served as resident engineer for this work. A critical aspect of the NSMJAWA water main relocation was working with the contractors to provide a "hot tap", which was utilized to connect the new pipeline to the existing pipeline near O'Hare Airport. The "hot tap" ensured the water service was smoothly transferred without interruption to NSMJAWA customers. **This amazing work effort was coordinated and accomplished within an expedited schedule, allowing the on-time, on-budget completion of this 25-mile section of I-90, which was reopened in 2.5 years!** The delivery of a fully compliant hot tap and miles of new water main along the I-90 corridor could not have been accomplished without the dedication of Bowman CEs and their familiarity and expertise in the unique requirements of water main

Firm Information and Qualifications

construction, testing and quality standards. Mike also reviewed the proposed cathodic protection plan (preventing corrosion of the new prestressed concrete pressure pipe), and its construction was just completed.

FEDERAL FUNDING EXPERIENCE: I-80 CCM and Various

Bowman is serving as IDOT's first construction corridor manager (CCM) on the $1.3B reconstruction of the 16-mile I-80 corridor, the marquee project in their Rebuild Illinois Program. Bowman has also provided CE services on numerous other federally funded projects for IDOT. Our field engineers are IDOT Documentation certified and proficient in the requirements for tracking work performed and documentation necessary for securing federal funds. We will work with the WaterLink Communities upfront, and as directed, to identify all the required WIFIA loan reporting requirements, which are tailored to each loan, and track accordingly.

Bowman's staff has extensive experience as both agency and engineering consultant leaders managing multi-billion dollar infrastructure programs. This provides the Commission with years of lessons learned, innovative strategies for delivering large improvements on time and on budget and communication skills to coordinate with everyone from the Board of Directors to an individual resident.

LEADERSHIP IN CE SERVICES & AGENCY/STAKEHOLDER COORDINATION: Illinois Tollway's I-294 Mile Long Bridge

- $500M ACEC award-winning project
- Highly complex
- Seven construction contracts
- Relocated 1,000 ft of 36" water main for Burr Ridge
- Relocated 4,500 ft of jet fuel line for Buckeye Partners and BP
- Oversaw the relocation of four ComEd transmission towers
- Coordinated daily with ComEd's Transmission Department to build the new bridges and demolish the existing structures under two sets of transmission lines

To deliver this project successfully Bowman staff coordinated effectively with IDOT, five regulatory agencies, five municipalities, forest preserve districts, BNSF and CN railroads, multiple utility owners, including Burr Ridge Water and Sewer, Justice-Willow Springs Water Commission and the Metropolitan Water Reclamation District. We also met and coordinated directly with all impacted businesses and residents.

NST has served as a trusted partner on past projects with Bowman and will provide materials QA testing and geotechnical engineering services for this project.

NST has successfully executed multiple projects for IDOT, the Illinois Tollway, county, and municipal (over 30 villages) and U.S. Army Corps. of Engineers (USACE) infrastructure projects. All of NST's staff are qualified with necessary licenses and certifications along with ample field experience including, but not limited to, PCC, HMA, and soils in field and laboratory testing to provide construction engineering services. Their projects have included:

MWRD-Jardine WPP Medium Voltage Improvements – Material QA services for drilled pier foundation, soils, asphalt, structural steel, rebar, concrete and masonry inspection and testing and spray applied fireproofing material (SFRM).

MWRD Stickney WRP AB & CD Tunnel Rehabilitation – Geotechnical exploration and material QA services for foundation inspection, soils & aggregate compaction, proof roll observation, structural steel, rebar, concrete, pH of Soils and CCDD testing.

MWRD Drop Shaft Modifications and Collection Facilities Work – Provision of all on-site construction material quality assurance services including soils, asphalt, structural steel, rebar, concrete and masonry inspection and testing and spray applied fireproofing material (SFRM) thickness, density, and bond testing.

St. Charles Well #7 & 13 Interconnect – Provision of all on-site construction material quality assurance services including foundation inspection, soils & aggregate compaction, prof roll observation, structural steel, rebar, concrete, masonry inspection, pH of Soils and CCDD testing.



02

Project Understanding

Project Understanding

The Commission is implementing the WaterLink program to expand its Lake Michigan water service area to the suburban communities of Montgomery, Oswego and Yorkville, within Kendall and Kane Counties. It will assist these growing communities who are facing a potential water crisis due to increased demand combined with decline of their existing water source capacity. In this RFP, the Commission is seeking a Construction Engineering firm (CE firm) for WaterLink Bid Package: TW 6/25 (Section 2) and has already selected a firm for the Program Manager role (PM firm).

The minimum scope requirements for the construction engineering services include:

1. Construction inspection services
2. Pre-construction and progress meeting leadership and attendance and weekly meetings with Commission staff and PM firm
3. Field staff attendance at all field training and partnering workshops held by the Commission
4. Review and approval of submittals
5. Review and response to all RFIs
6. Review and recommendation for all submitted change orders
7. Preparation of daily and weekly reports
8. Enforcement of contractor compliance to all bid documents at all times
9. Daily documentation of contract quantities
10. Review and processing of contractor pay requests
11. Verification of construction layout
12. Project closeout
13. Material testing quality assurance

The CE firm will also need to provide the field engineering services associated with construction of PCCP, steel and/or ductile iron pipe and appurtenances (butterfly valves in vaults, blow off valves in vaults, air release w/access MHs, remote operated BFV w/vault, tees, plugs, etc.), open cut and trenchless pipe installation (at US 30, Eola Road, CN Railway, adjacent to ComEd substation and IL 59), deep excavation, jacking pits and cathodic protection. Work also includes the installation of maintenance of traffic, pavement items, traffic signal items, sidewalks, curb & gutter, pavement markings, and signs along with excavation and erosion control pay items throughout.





The Commission's water service is a 24 hour/7 days per week obligation to deliver a critical life resource. Bowman understands this and has the necessary experience in the complexity of water main construction, multiple pipe types and construction installation methods to be used on this project. Construction of Bid Package TW-6/25 (Section 2) will impact roads/highways, wetlands, railroads, utilities, adjacent businesses and residents. These impacts need to be avoided and/or minimized. **Most of the work is being done within ComEd right-of-way and subject to their safety requirements and work restrictions.** Portions are also adjacent to residential areas and a well-used shared-use path between Book Road and 248th Avenue and along 248th Avenue and 95th Street.

Project Understanding

The CE firm is also expected to coordinate and engage numerous agencies and stakeholders. Within Bid Package TW-6/25 (Section 2), this would include at a minimum:

STAKEHOLDER COORDINATION

Municipalities and Park Districts:
- WaterLink Communities
  - Village of Montgomery
  - Village of Oswego (western termini of Bid Package TW-6/25 (Section 2))
  - City of Yorkville
- Cities of Naperville and Aurora
- Naperville Park District

Transportation Agencies:
- Illinois Department of Transportation
- Will County Division of Transportation
- Kendall County Highway Department
- City of Aurora
- City of Naperville
- Village of Oswego

Bowman

Local Businesses, General Public, Homeowners Associations and Adjacent Residents

Railroads: Canadian National Railway

Permitting and Regulatory Agencies:
- United States Army Corps of Engineers (USCOE)
- Illinois Department of Transportation (IDOT)
- Illinois Environmental Protection Agency (IEPA)
- Illinois Department of Natural Resources (IDNR)

Utilities:
- Commonwealth Edison
- Natural Gas/Petroleum Pipeline Owners (TBD)
- Fiber optic, telephone and communications providers
- Local water, storm and sanitary sewers





Project Understanding

The work needs to be monitored and comply with Commission standards, process and requirements along with all applicable federal policies, standards and procedures, including the documentation and reporting requirements associated with federal funds, Congressionally Directed Spending funds and WIFIA funds being sought by all three WaterLink communities engaged in this project.

The construction work consists of the installation of the new 54" transmission main between the transmission main being installed under Bid Package TW-6/25 (Section 1) at Book Road and extending it to the west with a connection to the new transmission main being installed under Bid Package TW-6/25 (Section 3) just west of Ogden Falls Road. The exhibit included on the following page, based on the Commission's exhibit for the WaterLink Extension, depicts all the anticipated construction bid packages, meter stations, general pipeline route and delivery structures to provide Commission water service to Montgomery, Oswego and Yorkville. We updated the Commission's base exhibit to also include the major roads, stream and railroad crossings, wetlands and pipe reaches within ComEd ROW to give further understanding of the potential challenges and stakeholders to be involved in the construction phase. **Bid Package TW-6/25 (Section 2) represents construction of approximately 5.8 miles with of water main.**

The project's schedule demands an experienced CE firm, who can quickly integrate with the PM firm and WaterLink program team, comply with established project controls and communication protocols and effectively coordinate and communicate with all project participants/stakeholders.

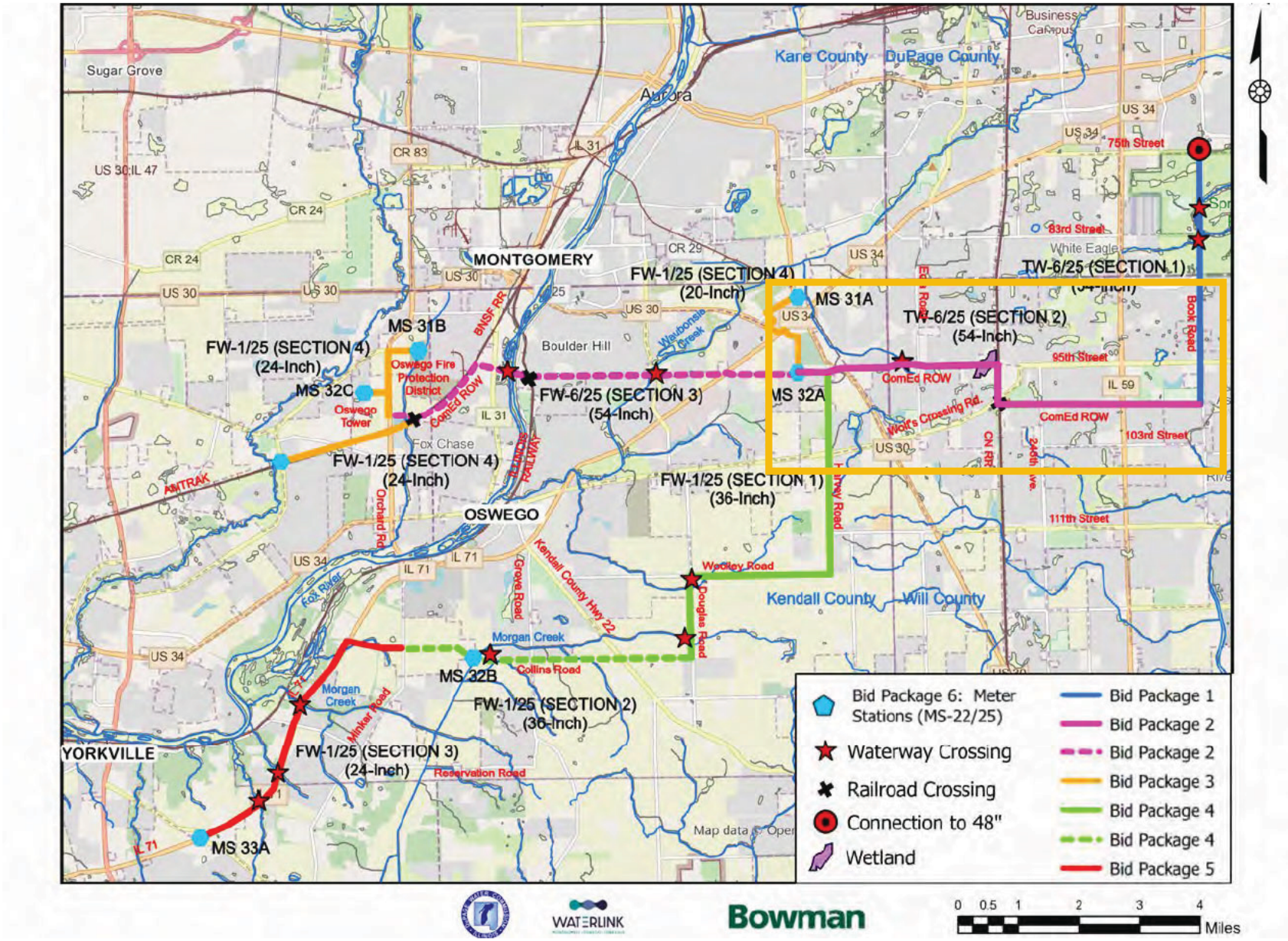
The anticipated schedule for TW-6/25 (Section 2) is as follows:

Milestone	Date	Bowman Observations
Advertisement/Bidding Phase	Fall 2025	Provide proactive review of Bid Package TW-6/25 (Section 2) and share results with Program Manager and Designer.
Contract Award	Winter 2025	Assist the Commission and Program Manager in providing quick turnaround on bid evaluation and recommendations, as requested.
Construction Phase	Winter 2025-11/3/2027	Bowman to begin contract closeout on Day 1, and all work will be completed and tested prior to the completion date.
Commissioning WaterLink System	2028	All bid packages delivered in compliance with all requirements and effectively closed out.





Project Understanding





03

Project Approach

Project Approach

COMMISSION OBJECTIVES = BOWMAN TEAM PROJECT GOALS

Bowman's delivery of CE services will ensure the Commission achieves the following objectives:

- Assist in the extension of water service to the WaterLink communities, by delivering Bid Package TW-6/25 (Section 2) within the established budget and on schedule.
- Ensure the work performed is fully compliant with all federal, state and the Commission's policies, standards and procedures through on-site construction engineering/inspection and proper documentation.
- Achieve maximum federal and state cost participation through compliance with weekly/monthly/quarterly reporting requirements.
- Commit to the project schedule by providing proactive reviews of upcoming work to identify and resolve issue before they lead to delays and added costs.
- Meet the commitments of all associated agreements (ComEd, etc.).
- Minimize all environmental impacts and ensure full permit compliance.
- Promote and optimize the safety of the work via proactive plan reviews, staff compliance with safety regulations (the Commission's, ComEd's and Bowman's) and by holding the contractors accountable for contractual safety requirements. We will also attend all field training and partnering workshops provided by the Commission.

Our role as your CE is to serve as your front line representative and to be a resource to achieve these objectives. We have reviewed the project and identified several specific challenges that require special consideration to ensure successful and timely completion. Many, if not all, of the expected challenges are very similar to the challenges that Bowman's leadership and staff have solved and managed on previous projects.

Bowman's past success serving multiple times in the role of a Construction Corridor Manager and CE on large infrastructure projects is firmly based on our quality CE services, developed and refined over many years and many projects. Our team's approach is to serve as your representative on this project, and our only allegiance will be to the Commission.

CONSTRUCTION ENGINEERING (CE) SERVICES APPROACH

Bowman's CE role is to represent the Commission in the field and hold the contractor accountable to contract requirements with respect to quality, schedule and budget; provide required field engineering services to document work performed; and provide engineering to address modifications/updates required to keep the project on budget and schedule. We do this by having our full time construction engineering staff on-site at all times the contractor is working and available for emergency response 24x7. We review construction layouts and contract design changes, review and approve all material submittals, prepare records, maintain documentation, provide review and response to all RFIs and resolve issues and concerns from impacted property owners, provide Commission staff and the PM firm with regular progress updates, review contractor progress against the construction schedule, review and process pay requests and change orders, and any other duties to complete the project in a timely basis and in accordance with all contract requirements.

BOWMAN CONSTRUCTION ENGINEERING PHILOSOPHY

- **Consistency in Approach to Projects Large and Small**
- **Team Building**
- **Safety is Paramount**
- **Proactive Problem Solving**
- **Timely Decision Making**
- **Active Use of Project Controls**
- **Early & Ongoing Stakeholder and Utility Coordination**
- **Attention to Maintenance of Traffic**
- **Positive Public Perception = Project Success**

Following Notice to Proceed and establishment of our QA/QC plan, Bowman will perform the following detailed scope of field services:

Project Startup:

- Schedule and lead pre-construction meetings with the contractor, Commission staff, PM firm

and other pertinent parties. This may include meetings with businesses, homeowners and associations that may be impacted by construction.

- Verify project survey control.
- Develop and distribute Project Notifications (letters to impacted businesses and residents).
- Advance review of contract documents and permit requirements, including resolution of identified issues.
- Review process and procedures established by the Commission and PM firm for project management and documentation. Utilize web-based project management system.

Throughout Construction:

- Maintain a Daily Project Diary, Daily Inspection Reports and all other pertinent records including daily documentation of contract quantities. The daily reports are labeled and include construction photos.
- Maintain a field set of construction drawings with daily notations.
- Review and approve material submittals to ensure they are in accordance with the contract's plans and specifications.
- Perform construction inspection of all contract work to ensure improvements are constructed safely with minimal impact on the public and in accordance with the project specifications.
- Answer RFIs, questions and perform construction engineering to resolve issues and concerns.
- Verify required contractor pressure testing, chlorination testing, and leak detection services are performed at intervals and frequency as dictated by the contract.
- Verify construction layout (actual layout to be performed contractually by others.)
- Proactively look ahead to identify project issues and develop resolutions.
- Resolve day to day construction issues.
- Track and document all work performed in accordance with WIFIA loan agreements and/or other federal or state funds/ grant requirements and prepare or provide input for required weekly/monthly/quarterly reports.

Contract Administration/Documentation Services:

- Protect the client through audit-proof documentation.
- Ensure that the contractor complies with IEPA NPDES permit (silt fence, stabilized construction entrance, etc.) and all other applicable permits and commitments.
- Serve as the initial point of contact for all project-related business owner or resident concerns. After consultation with PM firm and Commission staff, work with all involved parties to resolve concerns.
- Administer weekly progress meetings with the PM firm, Commission staff and contractor and provide timely meeting minutes.
- Provide a brief daily email update to the PM firm and Commission staff at the end of each workday that summarizes the work completed and advance notice of work expected for the next day.
- Review contractor progress against construction schedule timeframe/completion dates, and send an email each week with summary of work performed and advance notice of work to be performed in the next week, contract remaining days and completion date (or any interim deadlines).
- Review/Process Contractor Progress Pay Requests (review waivers of lien, sworn statements and certified payroll records and have contractor revise documents as necessary) and Recommend for Payment to the Commission.
- Provide advance notice to PM firm and Commission of any potential change orders. Evaluate, provide recommendations and process them, if deemed to be justified.

Project Approach

Project Finalization Services:

- Follow contract close out process from Day One.
- Develop and ensure completion of the "Punch List."
- Review the contractor's submitted "as-built plans" for accuracy.
- Obtain and review warranties/guarantees and Final Lien Waiver from the contractor.
- Recommend and process the Final Project Acceptance, and final payment to contractor.
- Address any issues that arise during warranty period (up to 1 year beyond date of final payment to contractor).
- Provide a hard copy of all project documents (job box) as well as an electronic copy at the end of the project.

TEAM LEADERSHIP

Proven Project Management and Leadership Drives Successful Projects

Our team understands the subtleties and complexities of water main construction, which provides these benefits:

- Successful past experience with similar projects,
- A thorough understanding of key project issues based on the completion of previous water main and large infrastructure projects with similar work requirements, coordination and adherence to the Commission's standards, policies and guidelines,
- Depth of staff to deliver the core competencies and meet the project's construction schedule,
- Commitment to partner with the Commission and project stakeholders to collectively deliver a successful project,
- Seamless team integration,
- Proactive and collaborative partnership with our client, contractor and the community,
- Clear and consistent lines of communication, and
- Effective decision-making and a strong emphasis on safety and quality management.

Project Manager Michael Hannemann, PE has an unmatched resume with respect to performing construction engineering (CE) and construction management services and the successful delivery of large infrastructure improvements to public clients, including state and local agencies and water service providers. He leads all of Bowman's operations in Illinois and has full authority of the assigned resources to scale both up and down to meet the project needs and requirements.

Mike will serve as the single point of contact for the Commission and provide all the necessary coordination with the Bowman team. Mike will also keep the Commission and assigned Program Manager involved and informed on key items and issues and be highly responsive to all requests.

QA/QC Manager Jeff Druckman, PMP has a resume similar to Mike's. He too has extensive municipal experience working on water main and sewer projects. In the QA/QC Manager role, he is uniquely qualified to ensure all commitments and quality standards are met, the team stays on track and issues get resolved quickly and efficiently.



Project Approach

Resident Engineer | Dave Johnson has an extensive background in construction engineering on major infrastructure and transportation projects throughout the area for the City of Chicago, Illinois Tollway and Metra. He also worked alongside Jeff and Mike on the delivery of the I-90 corridor and the NSMJAWA water main work. He will supervise all field staff and provide all required field leadership and coordination with the contractor and local stakeholders.

Assistant Resident Engineer | Joseph Burke, PE has over 10 years of experience in design and construction engineering for major infrastructure projects. He recently served in a similar role for the $2M installation of 2,000 ft of ductile iron water main under the Mile Long Bridge as well as for a $3M project to resurface multiple roads, restore a trail and construction of a new access road under the Mile Long Bridge. He will support Dave in the day to day management and performance of all CE field operations.

Bowman leadership not only starts at the top but is expected from all field staff. Our field engineers lead by being professional and respectful in attitude and tone in all project one-on-one interactions, meetings and communications. Our CEs recognize that the delivery of each bid package requires the contributions of regulatory and permitting agencies, transportation agencies, park districts, municipalities, cities, utilities, railroads and the general public, not to mention the design team, CE firms in adjacent sections and contractors. Bowman staff have worked with and have established relationships with these stakeholders founded on professionalism and respect from past projects. **Our staff is aware that their actions and conduct reflect directly on the Commission.**

EXTERNAL COMMUNICATION

This project, like most, will create disruptions for the general public, whether the work is being performed adjacent to their neighborhood or along or crossing the road they use to drive to work or school. Our field engineers provide proactive, sensitive and appropriate communication and coordination with the public through close coordination with the PM firm and Commission staff. **Bowman will provide timely project updates for maintaining the project website, advance briefings for emergency service providers, Board presentations, press releases and meetings with municipalities, business representatives, local homeowner associations and individual residents.**

Well-planned communication and coordination are key, and we have extensive experience managing public relations.

We will work collaboratively with the PM firm and Commission staff to ensure our external communications with the stakeholders are well thought-out and consistent with the program's overall stakeholder engagement plan. External communications with counties, local municipalities, park districts, businesses, school districts, emergency service providers, and residents will be coordinated through the PM firm and the Commission. **We will ensure the message is consistent, accurate, and timely so that people know ahead of time what to expect.** We can also create visually compelling and easy to understand materials to tell the story of the project and share important information about impacts, such as detours, so that residents, businesses or travelers can plan ahead. Through effective communication strategies and creating opportunities to engage stakeholders and the public, we avoid surprises and build trust.

PROJECT COMMUNICATION

Accurate project communication is essential to successfully disseminating information, recording activities and interacting among team members in the direction, coordination and execution of the project, which we accomplish through:

1. ***Daily Inspection Report*** – In accordance with our contract, the Commission's standards and our QA/QC Plan.
2. ***Daily Diary*** – Activities which need to be documented and incorporated into the project record.
3. ***Progress Report*** – Report to the Commission that compares actual performance of work as measured against the latest approved project plan.
4. ***Project Progress Photography*** – High-quality photos as required to document any condition deemed sufficiently important to require a permanent record.

Project Approach

5. ***Weekly Progress Meetings*** – Held throughout construction to review schedules, discuss past, current and potential issues, to resolve interface problems and restraints and to obtain input from the affected parties into the project plan. These meetings are used to:
   - Promote safe work practices.
   - Resolve outstanding action items.
   - Review schedule and progress.
   - Resolve threats to budget or schedule.
   - Interface with outside agencies and others.
   - Review and discuss labor relations and safety matters.
   - Review a list of principal work items to be completed.

Bowman prepares and distributes meeting minutes.

PROJECT CONTROLS

Proactive and active use of project controls is accomplished by advance reviews of contract work and open lines of communication between our PM, RE and CE team. **Our focus is to determine, document and resolve any issues related to permits, property access, damage to adjacent properties, utility conflicts and work zone conflicts between adjacent contracts, as these are the items that most often impact cost and schedule.**

Accurate record keeping is critical to project success and prompt close-out. Project controls are an integral part of the decision-making process rather than simply a record of what has occurred on a project. Bowman provides complete and comprehensive documentation. Our field staff are well versed in preparing project records that meet all federal requirements.

Construction Cost Control

The Bowman team is experienced in high-profile, schedule-driven projects and utilizes this experience to identify potential cost and schedule savings to the project. Items that will be examined include:

- Construction staging and maintenance of traffic.
- Potential conflicts with underground utilities and utility relocation time constraints.
- Discrepancies between plans, special provisions, and standard specifications.

We proactively work with the contractor to resolve issues that may negatively impact the project. In that regard, we also provide advance notification, with explanation and recommendations, to the Commission and PM firm for input and approval before they become a construction issue.

REDUCING CONSTRUCTION COSTS

Bowman will **proactively work with the PM firm, designer, contractor and Commission staff** and perform ongoing review of contract design plans and construction processes. Our staff brings decades of practical construction engineering experience to our **constructability reviews** to ensure plans and specifications are buildable. The best way to demonstrate our responsibility is to show ownership and focus on reducing the cost to Commission.

We will accomplish this by:

- Utilizing our team's vast experience, relationships, knowledge of processes and procedures and creative solutions to address challenges.
- Being responsible for tracking the overall utility impacts to ensure they are cleared timely and avoid delays.
- Applying claims prevention procedures during the pre-construction phase.
- Performing independent value engineering studies prior to the bidding phase.
- Ensuring contractual milestone delivery dates are met. We have found this can be the most critical factor in maintaining the overall project budget. We are experienced in high-profile, schedule-driven projects and draw upon this experience to make sure the overall project stays on schedule. We can develop work arounds and negotiate cost effective schedule recovery, if necessary.

Control, preparation, negotiation and processing of justified contractual modifications (change orders) as well as the disposition of contractual and non-contractual disputes are tracked for conformance to the contract requirements. We have extensive experience and expertise working with most if not all of the Commission's contractors. We separate contractors' requests based on their convenience from justified change orders. We also develop the required documentation so that it can be easily presented and understood.

Project Approach

Construction Schedule Control

As your CE, we evaluate the contractors' proposed schedules to identify their potential issues and avoid contractor claims relative to unwarranted or unaddressed schedule delays. We monitor the approved baseline schedule against their actual progress to determine if the contractor will be required to accelerate his work based on a comparison with the approved baseline schedule. The schedule is a regular agenda item at each weekly progress meeting.

Ideally during the pre-bid phase, Bowman engineers have the opportunity to provide a constructability review and independent time analysis to ensure proper consideration of assumed production rates, work restrictions especially within ComEd ROW, timing of required 3rd party approvals and opportunities to reduce or combine potential stages based on experience with similar projects.

Following this, our approach to schedule development is as follows:

1. ***Initial Scheduling Meeting*** – After award, Bowman meets with the contractor and reviews the proposed schedule. We resolve any discrepancies or issues with the contractor's CPM schedule logic. Necessary revisions and approval of the contractor's schedule is expected within 15 days after submission.

2. ***Schedule Approval*** – Working with the PM Firm and Commission, and after confirming milestones, accuracy, constraints and logic are acceptable, the schedule is approved.

3. ***Project Schedule Reporting, Revisions and Updates*** – The contractor submits progress reports that include:
   - A construction schedule showing progress to date.
   - Forecast of completion of contractual and other milestones, in the form of original dates and forecasted dates.
   - List of activities not performed per schedule, adverse impacts and mitigation. We continuously compare actual with anticipated progress, thus pointing out areas of concern and potential delays and developing ways to maintain on-time completion.

Bowman takes a proactive and collaborative approach to identifying and resolving issues before they lead to delays. We understand the importance of on-time delivery and what it means to the overall cost, customer service and safety aspects of a project. We have the experience to not only proactively recognize and identify potential delays but also the ability to work collaboratively to resolve them.

The results of these control activities are documented in updates to the project schedule and the reports submitted to the Commission and uploaded to the web based project management system. This report ideally includes a narrative of status, monthly progress, critical path analysis, existing and/or potential delays with associated recommendations and a list of activities which must be expedited during the next period.

Our experienced staff's timely review and resolution of RFIs and submittals also keeps the project on schedule. We create logs for these items, holding the contractor and us accountable, with the PM regularly reviewing and monitoring performance.

QUALITY ASSURANCE / QUALITY CONTROL (QA/QC) / QUALITY STANDARDS

At Bowman, QA/QC is not just a catch phrase; it is a way of life. Bowman has a longstanding commitment to client satisfaction through a formal Quality System. For every construction project, Bowman implements a Quality Management Plan (QMP) prior to starting work. As the Commission's representative at the construction site, Bowman is responsible for adherence to the requirements of the plans and specifications, verifying the quality of materials used, QA surveying, documenting the work according to established policies and procedures, monitoring activities by employing regularly scheduled independent reviews, recommending corrective measures for deficiencies discovered and maintaining documentation. **Bowman provides relevant expertise to verify the correct documentation processes are followed, resulting in starting the project with a "close-out" mindset.**

Project Approach

Our **Quality Manager, Jeff Druckman, PMP**, is the ideal candidate for this role based on his experience and project background in all aspects of infrastructure improvements, including water main improvements and operations. He will act independent of the pressures of production cost and schedule considerations and have direct access to responsible management to ensure appropriate actions are taken. His responsibility is to enforce the QMP and the contractor's Quality Management System, in addition to the requirements outlined within the contract, to ensure the project is completed in accordance with the Commission's quality objectives.

Our Quality Management Program includes:

1. **QC procedures to confirm that the project satisfies the requirements of the contract documents and the Commission.**
2. **QA program that makes certain that QC procedures have been fulfilled.**

As a mandatory component of Bowman's processes, a project-specific QMP is developed that details project activities. It highlights project schedule, budget, staffing, objectives, constraints and administrative guidelines and procedures required per the contract. This plan will be provided to the Commission for review/approval prior to the start of work activities.

Our QMP is developed to confirm that appropriate project coordination and QA/QC reviews are completed and meet the Commission's expectations. The QMP serves as an effective tool throughout the project to monitor and maintain Bowman's budget as well as staffing needs to meet client requirements. Our quality control process measures specific project results against standards and implements basic tools such as coordination reviews sets of drawings and documentation requirements.

While every project is unique, we apply our consistent, proven QA/QC process throughout the life of each one. Bowman has a longstanding commitment to client satisfaction through a formal Quality System. Bowman's QMP will be inclusive of all Commission and contract Quality Standards. The general approach is as follows:

1. ***Construction Liaison*** – Before construction, Bowman meets with the contractor and provides details of the QA/QC procedures. Bowman promotes a team approach to construction quality.
2. ***Inspection*** – Bowman implements inspection procedures to monitor the quality of the contractor's work. This front line of quality assurance exposes issues that typically lead to delays and claims.
3. ***Verification*** – We observe any special sampling or testing that is required, observe startup and testing, and prepare punch lists as various parts of the job are completed.
4. ***Compliance*** – Each member of the Bowman team becomes familiar with the construction drawings and specifications, as well as the applicable industry and the Commission's codes, standards and specifications.
5. ***Testing*** – Bowman works with the contractor, and our field engineers monitor the schedule of testing required by the contract documents.
6. ***Non-Conforming Work*** – We institute procedures to identify nonconforming work, monitor corrective work and advise the PM firm and the Commission if the need arises for stop-work orders. Field inspectors report on associated impacts to the contract schedule. All documentation is maintained and ideally uploaded to the web based project management system.
7. ***Documentation*** – Bowman maintains files consisting of field inspectors' daily reports, inspections, tests and reports of public agencies and utilities, material certifications and photographs.
8. ***Routine Reviews*** – Our Quality Manager schedules routine reviews and provides a report and corrective action for each identified issue.
9. ***Quality Audits*** – Bowman performs periodic internal audits of our QMP and the contractor's to ensure compliance and need for corrective actions, if any. We coordinate these audits with the Commission and PM firm.

Project Approach

SAFETY

Our approach to all our work is to recognize that many safety hazards exist in all construction projects and the safety of the workers and public must be the top priority. This project comes with the added safety requirements associated with working in ComEd right-of-way and in close proximity to their high-tension lines. Bowman has its own established safety plan for its workers, and we will also comply with, monitor and enforce the safety requirements per the contract documents

Supporting our commitment to safety, we have staff that are OSHA 30 Hour Safety certified. This training is utilized to aid in the identification of unsafe conditions both during constructability review and site visits. We recognize the contractor is responsible for the safety of their operations but firmly believe by establishing partnerships and encouraging continuous awareness by all team members, we can reduce safety risk and support our main goal - **Everyone goes home every night!**



Bowman | **TUNNELING / JACK & BORE** | **CHECK SHEET**

Work Type: | Date: ___ (MM) ___ (DD) ___ (YY) | Page: of

LOCATION: | Drawing # | Rev. # | Date | Weather: Temp: | Other: (RFI, etc.)

Item Description	REF	Yes	No	N/A	Remarks
1. Review geotechnical and soil reports.					
2. Note the location(s) of utilities and/or other facilities concerning the proposed casing alignment. Get JULIE # from the contractor.					
3. Are all underground openings controlled to prevent unauthorized entry?					
4. Review job site layout: distance from access pits to roadway, proposed sheeting and bracing, materials storage and fabrication area, safety devices (barrels, guardrail etc.), and dewatering pit locations					
5. Verify Pipe Characteristics Casing material _____ Casing diameter _____inches Casing wall thickness _____ inches Spacer material _____ Spacer spacing _____ Carrier material _____ Carrier diameter _____ inches					
6. Cathodic Protection Plan					
7. Verify continuous monitoring records.					
8. Method of compensation for obstruction identification and removal.					
9. Review the dewatering plan					
10. Reviewed support of excavation for push and receiving pits					
11. Verify jobsite layout is consistent with the approved plans, especially the alignment of the pipe and boring equipment.					
12. Verify cutterhead does not protrude beyond the leading edge of the casing pipe. However, if the casing pipe advancement is halted, the cutterhead may protrude, but not more than 3 inches beyond the leading edge.					
13. Reviewed support of excavation for push and receiving pits.					
14. Utilize Inspector's Daily Report, to document subsequent daily work activities.					
15. Verify the space between the casing and carrier pipe is bulkheaded.					

Notes:
1. Survey will be required 1-2 times for each section:
   1st survey will be initial set-up is complete.
   2nd survey will be final survey before starting.

Disclaimer: The items on this check sheet are not necessarily all inclusive and are intended to be used as a guide only. It is the responsibility of the construction manager and contractor to verify project requirements.

CM Representative:
Print:_____ Sign:_____ Date:_____

TUNNELING AND BORE-AND-JACK CONSTRUCTION

Bowman CEs have worked on projects involving deep excavations, tunneling, bore-and-jack, and construction of remote-operated valves and passive and cathodic protection. As part of the Mile Long Bridge project, we developed a check list on the left for safeguarding against the pitfalls associated with this work.





Project Approach



CASE STUDY

THE MILE LONG BRIDGE

The project presented unique challenges, including relocating ComEd high-tension transmission towers, moving 4,500 ft of a 14-inch high-pressure Buckeye jet fuel line for two international airports and redesigning and relocating 1,000 ft of 36-inch Burr Ridge water main. Bowman proactively coordinated with all regulatory agencies and utilities, including water service providers Burr Ridge Water and Sewer and Justice-Willow Springs Water Commission, MWRD, ComEd, Buckeye Partners and all other electrical, gas and cable/internet providers, to successfully complete this complex $500M project on time and within budget.

UTILITY COORDINATION

Nothing could upset the adjacent municipalities, their residents and utility customers more than having their water, gas or electric service interrupted. To avoid this, Bowman CEs conduct advance meetings and ongoing coordination with all utility owners impacted by the project. We strictly monitor and enforce the contract requirements and those of the involved utility companies and ensure adherence to them. We get plans approved in advance and verify the resulting detailed work plans, access requirements and specialty requirements for each utility need to be followed. This is paramount to safety and maintaining the project schedule.

We have worked with ComEd and Nicor on other large projects (i.e. relocating 30" and 36" gas mains on the I-90 corridor project and relocating ComEd transmission towers for the Mile Long Bridge project). We use our established contacts with each to resolve conflicts and develop work plans satisfactory to all. We will ensure that the contractor adheres to the ComEd work requirements as provided in the agreement and contract documents, especially with respect to advance notifications, safe access, vertical and horizontal work restrictions, cleanliness of work zone and all the contract requirements noted in the plan and specifications especially the required advance notifications, horizontal and vertical work restrictions with respect to their facilities, direction drilling requirements and all other items specified in the plans to avoid all impacts to their operations, perform the work in a safe manner and maintain good relations.

Commonwealth Edison (ComEd): Bowman has extensive and recent experience coordinating construction projects with ComEd. Bowman has been serving as the construction manager for the Illinois Tollway on the Mile Long Bridge (MLB) project for the last six years. The team proposed for the WaterLink TW-6/25 (Section 2) project were previously part of the Mile Long Bridge team, including Mike Hannemann who served as project manager, Jeff Druckman who served as senior resident engineer, Joseph Burke who served as an assistant resident engineer on roadway and infrastructure improvements and Mark Kintner who served as an assistant resident engineer on utility relocations.



As part of our scope of services, Bowman was responsible for overseeing and coordinating with ComEd for both required relocations as well as coordinating the Tollway's construction efforts in relation to their facilities for the duration of the project. ComEd's work in preparation for MLB's construction included relocating four ComEd Transmission towers and miles of conduit and cable. Daily coordination with ComEd crews and management took place to ensure all work was completed safely and at no time threatened ComEd's systems.

Both ends of the MLB were constructed under ComEd's high tension lines. **The photo on the right illustrates the proximity of the work to the ComEd lines.** Regular coordination and planning with ComEd were completed to ensure work proceeded safely. Detailed erection and concrete placement plans were required by the contractor, which were reviewed and

Project Approach

approved by Bowman. These plans indicated where equipment would be located, the loads of each piece of equipment, the maximum height of equipment, the clearance from the ComEd lines for each operation, the reach of the cranes and the weight of the loads being picked. The content of these plans were enforced and adhered to. If the contractor wanted to deviate from the approved plan, a resubmittal and approval was required before work could proceed. We would require the same level of detail from this contract's contractor and enforce the provisions of these plans.

Through these efforts on previous projects, we have extensive relationships with ComEd. We understand ComEd's requirements and we fully comprehend the importance of working safely in and around ComEd facilities.

SAFE AND EFFICIENT MAINTENANCE OF TRAFFIC (MOT)

Compliance with the contract's MOT plans, standards and specifications is critical to public safety for workers, motorists and pedestrians. The new water main in Bid Package TW-6/25 (Section 2) will cross several roads with open cuts or run parallel to the adjacent road. Per field review of the 90% plans, the following roads are anticipated to require MOT to support either staged construction, contractor access and/or detours:

- Ogden Falls Blvd. - crosses and connection to Section 3 on west side
- Harvey Road - parallel on west side
- US 30 - jacking pit along east side and parallel along east side
- Lundquist Drive - crosses
- Eola Road - jacking pit on both east and west sides
- Barrington Drive/Russo Blvd. - crosses
- Middlebury Drive/S. Carls Drive - crosses
- Shared-use path / bikeway - crossing and runs parallel at multiple locations throughout
- Intersection of Wolfs Crossing and 95th Street - crosses
- 95th Street - parallel along south side
- Intersection of 95th Street and S. 258th Avenue - crosses
- S. 248th Avenue - runs parallel along east side
- Grassmere Road - crosses
- Lapp Lane - crosses
- Tall Grass Drive - crosses
- Deering Bay Drive - crosses
- Access Road to ComEd substation and storage facility west side of IL 59 - parallel, jacking pits and trenchless pipe planned adjacent to ComEd substation and under IL 59
- Book Road - connection to Section 1 on west side

We verify completeness of MOT plans in advance, and we actively monitor their implementation to ensure the proper devices are in place and there is no motorist or pedestrian confusion. We monitor and report on the MOT daily and provide the engineering for adjustments, when required.

PERMITS, NOISE, EROSION AND DEMOLITION POLLUTION MITIGATION

Bowman proactively implements and enforces the Storm Water Pollution Prevention Plan (SWPPP). We verify the following erosion control principles are adhered to: disturb only what is necessary for construction, stop sedimentation at or near the point of origin, divert "clear water" from disturbed areas, and install permanent systems as soon as possible. Portions of the project either directly or indirectly impact adjacent streams and wetlands. We take the following actions:

- Review all contract and permit requirements and commitments in advance.
- Verify initially and periodically that soil and erosion and sediment control measures are in place and per plan.
- Following rainfall events (1/2" or greater), re-review all soil erosion and sediment control measures and address any deficiencies with the contractor.
- Note site specific requirements associated with wetland or in-stream work and monitor contractor for compliance.
- Review local ordinances with respect to noise and dust control and ensure contractor adheres to the contract and complies with allowable work hours.

We are also adept at resequencing and restaging work to accommodate and mitigate any type of delay, including those attributed to permits. We have established trusted relationships with the regulatory agencies built on a track record of being responsible environmental stewards. **Bowman's direct experience and relationships with regulatory agencies and permitting agencies will lead to improved processing and approval times.**

Project Approach

Permit compliance will be a regular follow up topic in all field progress meetings. We understand that the failure to meet these requirements, in even one of the bid packages, will delay the overall project and potentially increase costs.

Lastly, we work with the contractor to promote good housekeeping on the worksite recognizing that **a clean and well maintained work zone creates a positive public perception.**

COORDINATION WITH ADJACENT CONTRACTS AND UTILITY WORK PERFORMED BY OTHERS

The project's progress may be impacted by others, and coordination with any other active construction contract in the area is important. Bowman takes this responsibility seriously and will continuously monitor other agency work in order to identify and mitigate potential conflicts and threats to the WaterLink Project. The public doesn't recognize the start and end of an individual construction contract within a project area; we will ensure the work between adjacent sections is fully coordinated and seamless.



RAILROAD COORDINATION

Open and clear lines of communication will be established from Day One. Upfront coordination, enabled and assisted by previous working relationships (we have worked directly for the CN Railway recently), combined with regular coordination throughout the construction process, produces the best chance for maintaining schedules and avoiding delays. Railroads provide critical services to large numbers of customers and must also schedule limited resources to meet demands. We have found that these stakeholders must be provided as much advance notice as possible so they can schedule their own resources. We must work cooperatively with them to make sure the impacts to their services are minimized and also understand the safety aspects and requirements associated with performing their work. The Bowman team has extensive experience in this area.

CONSTRUCTION MANAGEMENT SOFTWARE PLATFORMS

We know firsthand the benefit of using a web-based project management system for documentation and sharing of project information. We have direct experience with many of the software platforms used for documenting construction processes including: pre-construction and progress meeting agendas and minutes, submittal reviews, issue reviews, responses to RFIs, daily reports, construction photos, change orders, claims, pay estimates and project closeout procedures, and we will have no issue adapting to the one specified by the Commission.

FEDERAL COMPLIANCE REPORTING

Bowman has performed CE services on numerous IDOT projects involving federal funding and grants. Application and use of IDOT check sheets and inspection procedures, combined with timely measurement and tracking of quantities in accordance with IDOT measurement and payment procedures, provides audit-proof client protection, keeps the project on schedule and budget, ensures proper documentation for funding and contributes to the timely closeout of the work.

Bowman CEs do this by identifying all items and portions of work to be covered by federal funding and then establishing proper documentation protocols for verifying progress on related pay items. Bowman CE staff are IDOT Documentation certified and follow all federal and contractual requirements for measurement and payment of related pay items.

Recognizing that WIFIA and other potential state/federal funds and grants will be used in financing the project, we will proactively review the WIFIA loan agreements to identify the specific reporting requirements and develop processes and procedures to ensure all weekly, monthly and quarterly requirements are met.

Based on these requirements, Bowman will prepare the necessary weekly/monthly/quarterly reporting relative to construction progress, costs and schedule.

Project Approach

Our team's experience in providing monthly project updates ensures the project's success and is crucial for several reasons:

1. **Transparency and Accountability:** Ensures project is progressing as planned and funds are being used appropriately.
2. **Compliance and Oversight:** Ensures project adheres to all regulations and standards, reducing risk of non-compliance.
3. **Early Problem Detection:** Identifies issues leading to timely interventions, minimizing impact on timeline and budget.
4. **Informed Decision-Making:** Provides information to approve changes, reallocate resources, or addressing challenges.
5. **Documentation and Record-Keeping:** Creates comprehensive record for future reference, audits and lessons learned.

TIMELY PROCESSING OF RFIS, ISSUES, SUBMITTALS, AND CHANGE ORDERS

Weekly progress meetings will have open dialogue on status and issues, and these will all be resolved in the best interest of the overall project. As your CE we will expedite the turnaround times for RFIs, issues and submittals, and justified change orders and keep the PM firm and Commission staff regularly informed.

PROJECT CLOSEOUT AND CLAIMS RESOLUTION AND AVOIDANCE

We know the specifications and work, and avoiding delays both in progress and payments is required to maintain contractor cooperation. The Bowman team has past audit experience and an approach to begin project closeout activities as soon the construction contract starts.

EMERGENCY COMMUNICATIONS PLAN

We have learned from past experience the importance of having a plan in place when things don't go according to plan. Our staff understands the 24x7 nature of construction operations and will respond when called at any time. An Emergency Communications Plan helps everyone understand the chain of communications for various unexpected incidents. The objective of the plan is to ensure we do everything necessary to promote safety and provide timely communications to the PM firm and the Commission so that everyone responds appropriately and consistently, as time is typically of the essence.

INNOVATION

The Bowman team's experience and lessons learned allow us to promote innovative approaches and solutions to project challenges. The following are areas of innovation we can bring to the project:

- Utilization of ever-changing drone technology for project documentation. At minimum it provides for visual progress reports and can be used for outreach and communication.
- 3D modeling techniques for monitoring and evaluation of construction activities. This can prove invaluable with respect to resolving utility conflicts and visualizing impacts associated with jacking pits, clearances to ComEd lines and other facilities, etc.
- Efficient layout checks, quantity measurement. Bowman inspection staff is trained and utilizes GPS and total station survey capabilities. This enables immediate survey capabilities without having to wait for a surveyor to come to the field. GPS is used for layout checks, checking of existing field conditions and making corrections before improvements are constructed, measurement of final quantities and record drawings.
- Implementation of an across-the-board Emergency Communications Plan. Construction operations can result in unanticipated situations, and it is essential to be prepared. Having a documented and effective Emergency communications plan in place improves safety, mitigates impacts, and provides for proactive notices.
- Outreach to schools in impacted communities. This project provides a unique opportunity to build support and promote the good work of the Commission. Keeping the next generation informed on where our water comes from and the roles of engineers creates additional benefits for all.

Project Approach

WHY THE BOWMAN TEAM?

The Bowman team has unequaled experience in construction engineering. Our team members have proven their abilities to consistently deliver large improvements. Below is a summary of our unique qualifications:

- The highest quality CE staff based on experience and past performance.
- The team shown in the proposal will be the team when construction begins. No bait and switch!
- The team is scalable up or down at the request of the Commission and/or to meet the project's needs.
- Unparalleled complex water main construction experience.
- Local firm with local staff and local relationships. This project is in our backyard.
- Leadership and staff that is accountability driven with experience developing proactive solutions to address challenges.
  - o Redesigns to avoid discovered conflicts.
  - o Restaging and resequencing to mitigate delays and impacts to schedule.
- Commitment to avoid environmental impacts and comply with all permit requirements.
- Established relationships with IDOT, regulatory agencies, ComEd, Nicor and railroads which leads to quicker response times and more effective coordination.
- We have a proven track record of delivering large, high profile projects/programs on time and on budget
- We build interactive project teams to ensure success and active participation and "buy in" by all team members.
- We are known to Commission staff, and they are familiar with our leadership and our work.



04

Identification of Critical Project Elements and Approach

Identification of Critical Project Elements and Approach

This table highlights our Identification of critical elements, and Bowman's solutions/approach to each based on staff experience in leadership roles on large CE contracts:

ISSUE: Working within ComEd ROW

SOLUTION:

- Require strict adherence and enforcement of ComEd contract requirements – access points, watch & protect, clearances, work hours and restoration.
- Utilize past relationships and work experience from relocation of ComEd towers on the Mile Long Bridge and elsewhere.

ISSUE: Maintaining schedule and budget

SOLUTION:

- Apply project controls expertise. Incorporate timeline for agreements, permits and ROW acquisitions, utility and RR coordination into project schedule.
- Drive the schedule with all team members – in turn promote/provide timely payments, decisions and issue resolution.
- Review specs to ensure proper implementation of schedule and reporting requirements.
- Provide constructability reviews – can provide staff immediately for this purpose, if requested.

ISSUE: Varied and complex water main construction – bore & jack, tunneling, remote operated valves, meter stations, various pipe types, passive and cathodic protection

SOLUTION:

- Apply direct construction engineering experience with similar projects (NSMJAWA pipeline work along I-90 including a hot-tap of 90" high pressure main and cathodic protection, bore-and-jack installation of large diameter piping and remote operated valves as part of recent Mile Long Bridge).
- Proactive review of plans, specifications and geotechnical report and requirements.
- Use checklist – proactive review of job site and location for jacking and receiving pits.
- Continuous monitoring of bearing and grade of the leading pipe edge to match approved plans.

ISSUE: Building a team and cooperation of multiple entities to deliver Commission objectives

- Promote professionalism and respect for all project participants.
- Enforce contractor requirements fairly.
- Hold our staff accountable for their roles and responsibilities.
- No one succeeds if any one team member fails.

ISSUE: Transportation agency coordination – IDOT, Will and Kendall Counties, Cities of Naperville and Aurora, and Village of Oswego

SOLUTION:

- Apply knowledge on agency specific requirements. We know how to navigate and facilitate reviews and approvals.
- Review MOT, monitor its implementation and maintain it; develop and coordinate adjustments if issues are observed.
- Utilize trusted relationships (i.e. Bowman serves as CCM for IDOT on I-80, current projects with Will and DuPage, etc.)

ISSUE: Railroad – CN Railway and utility coordination – Natural Gas and ComEd

SOLUTION:

- Apply knowledge of agency specific requirements (i.e. just finished working with ComEd on transmission tower relocations, gas & fuel line relocations, watermain relocations, and BNSF & CNRR on Mile Long Bridge project).
- Meet early and provide ongoing coordination throughout construction.
- Review requirements for RR and ComEd agreements vs. contract requirements.
- Perform proactive CE reviews to confirm work within allowable horizontal and vertical clearances, allowable access and work windows.
- Perform on-site field engineering to verify compliance.

Identification of Critical Project Elements and Approach

ISSUE: Regulatory agency coordination – USCOE, IEPA and IDNR

SOLUTION:

- Proactively review permit commitments and requirements, confirm contract documents reflect them and strictly enforce them in the field.
- Develop restaging/resequencing in the field, if necessary, to minimize impacts and/or accommodate permit delays.
- Utilize trusted relationships developed as agency and consultant representatives.

ISSUE: Public outreach & communications - WaterLink communities, Cities of Aurora and Naperville, Naperville Park District, homeowner associations, businesses and general public

SOLUTION:

- Be proactive and consistent in external communications and work closely with the Commission.
- Keep people informed regularly on project status – eliminate surprises and complaints.
- Be creative to build interest and support – video, project website, outreach to schools, social media, etc.
- Provide door to door notifications and communicate with people directly to let them know what is going on.

ISSUE: Maintenance of traffic (MOT)

SOLUTION:

- Constructability reviews to identify potential issues with MOT and maintaining access.
- Advance notice of road impacts to public, schools, and emergency service providers.
- Active monitoring of MOT during construction and developing improvements with respect to identified issues.

ISSUE: Unforeseen emergency

SOLUTION:

- Develop and implement an emergency communications plan for use by PM and CE firms and stakeholders.
- Advance coordination with all emergency service providers (police, fire, hospitals, etc.) to keep informed of MOT status.

ISSUE: Work adjacent to existing ponds and wetlands

- Comply with ComEd requirements requiring backfilling of excavation and notification after heavy rains or water infiltration.
- Monitor and resolve any interruptions of drain tile drainage.
- Enforce contract requirement that all trenches must remain dry at all times and enforce requirement to dewater.

ISSUE: Other utility coordination

- Provide required advance notices to adjacent or impacted utilities.
- Verify plans provide proper clearances as required for these utilities.
- Provide regular progress updates to keep them informed.



05

Relevant Firm Experience

Relevant Firm Experience

The Bowman team and its staff have considerable construction engineering project experience. **Our past projects include service in all of the relevant scope areas and more.**

Firm	Project	Construction Cost	Project Length (Miles)	Construction Engineering	Water Main Field Engineering*	Agency/Stakeholder Coordination	Utility Coordination	Railroad Coordination	Regulatory Permitting and Coordination	Public Communications/Outreach	Project Website Maintenance	Federal Funds Compliance Reporting	Construction Management Software	Constructability Reviews
Bowman	I-80 Construction Corridor, East of Ridge Road to US 30	$1.3B	16	X		X	X	X	X	X	X	X	X	X
Bowman	I-55 Design Corridor Management	$180M	16			X	X	X	X			X		X
Bowman	I-80/I-294 Design & Construction Corridor, IL 394 to I-294 Split	$300M	5	X		X	X	X	X	X			X	X
Bowman	I-294 Construction Corridor, 167th to 95th Street	$600M	12	X		X	X	X	X	X			X	X
Bowman	I-90 Construction Corridor, Elgin Toll Plaza to IL Route 53	$1B	14	X	X	X	X	X	X	X			X	X
Bowman	I-90 Construction Corridor, IL Route 53 to Kennedy Expressway	$950M	10	X	X	X	X	X	X	X			X	X
Bowman	I-94 Design & Construction Corridor, Half Day Rd to WI State Line	$404M	22	X		X	X	X	X	X			X	X
Bowman/NST	Tri-State Tollway, Mile Long Bridge Reconstruction	$500M	1	X	X	X	X	X	X	X			X	
Bowman	NSMJAWA Water Main Relocation	$80M	~5	X	X	X	X		X	X			X	
Bowman	Huntington Subdivision for Village of Northbrook	$7.5M	--	X	X	X	X		X					
Bowman	South Lane Water Main Improvements for Village of Northbrook	$0.5M	0.25	X	X	X	X		X					
Bowman	FY 21/22 Water Main Improvements for Village of Northbrook	$1.1M	0.9	X	X	X	X		X					

**Includes materials such as PCCP, steel, and/or ductile Iron pipe, techniques such as deep trench, bore-and-jack, and/or tunneling, remote-operated valves and/or cathodic protection.*

Relevant Firm Experience



NSMJAWA Water Main Relocation

Cook and DuPage Counties, IL

Bowman staff provided construction management services for the $80M relocation of the Northwest Suburban Municipal Joint Action Water Agency (NSMJAWA) transmission main which was performed under three separate contracts. The original transmission main was installed in 1982 within the I-90 Corridor from Elmhurst Road to Hoffman Estates and needed to be relocated in certain segments to allow for the widening and reconstruction of the Jane Addams Memorial Tollway.

Services included assuming complete responsibility for all agency interaction and working day-by-day with NSMJAWA to assure no services interruptions to the seven communities being serviced with upwards of 500,000 customers. The collaborative effort undertaken by all parties led to this utility's successful and seamless relocation under the following three contracts:

Barrington Road to Elmhurst Road
$51M relocation of 1,900 ft of 30", 11,000 ft of 36", 4,500 ft of 42", 2,700 ft of 48", 4,000 ft of 54" and 2,500 ft of 60" diameter existing prestressed concrete cylinder pipe to accommodate the widening and reconstruction of I-90 as well as the addition of several new interchanges. Additionally, over 2,500 ft of the 36"/42"/48" pipeline was supported on steel H-piles with concrete pile caps through areas of unsuitable soils. Approximately 3,400 ft of steel pipe casing ranging in size from 42" to 90" diameter was bored and jacked in place, 45 butterfly valves in sizes from 16" to 60" diameter were installed in new valve vaults, 48 access manholes and 25 combination air/vacuum release valves and structures were installed, and 8,500 ft of existing pipe removed and 16,500 ft filled and abandoned in place. Additional sewer and water main was installed for adjacent municipalities: 850 ft of 30"/36" storm sewer and 500+ ft of 20"/24" ductile iron water main.

Hot Tap Des Plaines Oasis
$8.2M performance of a preliminary 12" diameter "hot tap" to obtain a test core sample of the existing 90" diameter prestressed water transmission main, and design and installation of a reinforced concrete thrust restraint block founded upon concrete caissons anchored into suitable soils, followed by completing a 60" diameter core into the existing 90" main. Upon completion of the core, a line stop mechanism was installed within the existing main to curtail the flow so the relocated 90" PCCP main could connect to the existing line. Upon completion of the connection, the line stop mechanism was removed and flow re-established. This operation was performed with the existing main in service and the flow temporarily diverted through a 48" bypass to maintain water delivery to all communities served by NSMJAWA's system.

Elmhurst Road to Des Plaines Oasis
$21.5M relocation of over 3,500 ft of 90", 100 ft of 72", and 400 ft of 60" diameter existing prestressed concrete cylinder pipe to accommodate the I-90 Elmhurst Road interchange. 300 ft of 120" diameter steel pipe casing was bored and jacked in place, 9 butterfly valves in sizes from 24" to 72" diameter were installed in new valve vaults, 10 access manholes and 2 combination air/vacuum release valves and structures installed as well as 4,000 ft of existing 60" and 90" diameter pipe filled and abandoned in place. A 72" diameter linestop and a pressure connection for the temporary bypass pipeline was also installed to allow the connections to the south leg of the system as the 30-year-old valves were no longer functional. In addition, two 24" diameter steel temporary bypass pipelines totaling 1,000 ft and one temporary 48" diameter steel bypass pipeline over 250 ft in length were constructed to allow the new main to be installed without affecting water delivery.

Firm's Role	Key Personnel	Schedule	Owner's Contact Information
Staff Experience in Prime role	Jeff Druckman, PMP Michael Hannemann, PE Dave Johnson Chuck Zydek	12/2014 - 2019	Manar Nashif, PE Illinois Tollway p: 630.303.8608 e: mnashif@getipass.com

Relevant Firm Experience





Tri-State Tollway (I-294) Mile Long Bridge

Willow Springs, IL

Bowman performed construction engineering services for the $500M Mile Long Bridge which constructed two new 27-span bridges. The project included 1,000 ft of 36" cement lined ductile iron, restrained joint pipe; 100 ft of 54" steel casing pipe; 600 ft of 20" ductile iron, restrained joint pipe; 536 ft of 30" bored and jacked steel casing pipe; 200 ft of 14" ductile iron, restrained joint pipe; 1,500 ft of 8" ductile iron, cathodic protection, restrained joint pipe as well as pressure and non-pressure connections, valve vaults, thrust blocks, meter vaults, fire hydrants, non-special waste disposal, de-watering and working near wetlands.

Bowman successfully provided proactive and well-planned communication on this complex project, which involved substantial coordination with IDOT, five regulatory agencies, two major railroads, five municipalities, a forest preserve district, Cook County, MWRD, a county water commission, and businesses.

Firm's Role
Bowman - Prime Consultant

Schedule
12/2019 - Present

Key Personnel
Michael Hannemann, PE
Jeff Druckman, PMP
Chuck Zydek, Fred Nazar, Joe Burke,
Ken Lirette, Brian Parks, Mark Kintner

Owner's Contact Information
Manar Nashif, PE
Illinois Tollway
p: 630.303.8608
e: mnashif@getipass.com



Municipal Water Main Installation

Northbrook, IL

Bowman has provided construction engineering services for locally funded multiple projects that have included daily field inspection, documentation and communication with residents and stakeholders to address any concerns.

2024 Huntington Subdivision Improvements: Replacement of the current 6-inch to 12-inch cast iron water main with 8-inch to 12-inch ductile iron or PVC water main along with roadway resurfacing.

South Lane Water Main Improvements: Replacement of 1,000 ft of 4-inch cast iron water main from Voltz Road to the dead end at 1810 South Lane as well as construction of 400 feet of new looping main to Driftwood Lane.

FY 21/22 Water Main Improvements: Installation of approximately 4,850 ft of new 8-inch water main in the Willow Creek subdivision.

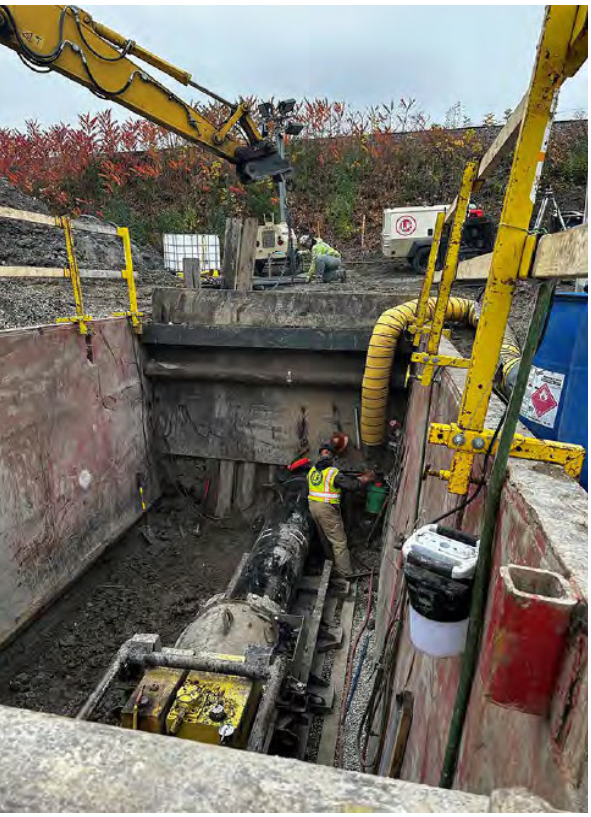
Firm's Role
Bowman - Prime Consultant

Schedule
05/2021 - Present

Key Personnel
Jeff Druckman, PMP
Brian Parks
Connor Zydek

Owner's Contact Information
Aram Beladi
Village of Northbrook
p: 847.664.4133
e: aram.beladi@northbrook.il.us

Relevant Firm Experience



I-490 Utility Relocation under Union Pacific RR

Cook County, IL

Bowman provided construction engineering services for the 1.19M project that consisted of the removal of existing water main and sewer/sanitary pipes followed by the installation of a new water main and sewer/sanitary line. This work was done by bore and jack method and will connect to existing utility lines located in the back parking lot of 3501 Mt. Prospect. Jacking pits were excavated on the east side of Union Pacific railroad's ROW and the new lines were jacked under UPRR ending at receiving pits on the west side of the railroad's ROW. Once utility relocation work was complete, parking lot pavement within shown plan limits were replaced.

Firm's Role
Bowman - Subconsultant

Key Personnel
Ken Lirette, PE

Schedule
07/2022 - 08/2023

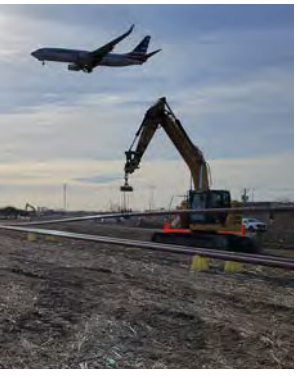
Owner's Contact Information
Manar Nashif, PE
Illinois Tollway
p: 630.303.8608
e: mnashif@getipass.com



Utility Relocations on Proposed I-490 Interchange

DuPage County, IL

Bowman provided construction engineering services for the 1.19M project that consisted of utility relocations for multiple utility outfits such as Shell, BP, Nicor, ComEd, Comcast, AT&T, & MCI/Verizon. These utilities are being relocated for the proposed I-490 interchange for the Elgin-O'Hare Western Access





Firm's Role
Bowman - Subconsultant

Key Personnel
Ashley Griffin, EIT

Schedule
11/2023 - Present

Owner's Contact Information
Manar Nashif, PE
Illinois Tollway
p: 630.303.8608
e: mnashif@getipass.com



06

Project Team

Project Team

EXCEPTIONAL AND EXPERIENCED STAFF

As with all engineering services, the team is only as good as its people. Bowman has assembled an exceptional group of professionals to provide the Commission with the highest quality construction engineering services.

TEAM LEADERS

A resume for each team member is also attached. The following is a quick summary of just some of the unique aspects of this team's leaders:



Project Manager | Michael Hannemann, PE has an unmatched resume with respect to the successful delivery of corridor and construction engineering improvements. He developed the first CCM scope for this region and has successfully delivered multi-billion-dollar corridor improvements. He leads all of Bowman's operations in Illinois and has the authority to dedicate all required resources.



QA/QC | Jeff Druckman, PMP has successfully delivered multi-billion-dollar corridor improvements and one of the largest and most complex individual projects in the region, the $500M Mile Long Bridge. He also has extensive municipal experience working on water main and sewer projects. In this role, he can ensure all commitments are met, the team stays on track and issues get resolved quickly and efficiently.



Resident Engineer | Dave Johnson has an extensive background in construction engineering on major infrastructure and transportation projects throughout the area for the City of Chicago, Illinois Tollway and Metra. He also worked alongside Jeff and Mike on the delivery of the I-90 corridor and the NSMJAWA water main work.



Assistant Resident Engineer | Joseph Burke, PE has over 10 years of experience in design and construction engineering for major infrastructure projects. He recently served in a similar role for the $2M installation of 2,000 ft of ductile iron water main under the Mile Long Bridge as well as for a $3M project to resurface multiple roads, restore a trail and construction a new access road under the Mile Long Bridge.

These individuals have served as public agency leaders, construction engineers and/or corridor/program/project managers on similar high-profile projects and programs, and delivered them all successfully. We will ensure the Commission gets the full benefit of our technical engineering services, with a direct appreciation of your role and position. We have been in your shoes and have the highest respect for your role.

We know what quality professional service entails and have carried the responsibility of delivering large capital projects from both owner and consultant perspectives.

FUTURE WORKLOAD COMMITMENTS

Bowman verifies that our firm's and key personnel's future workload commitments will not adversely impact our capacity to provide construction engineering services during the anticipated construction timeframe. Further, the personnel listed in our proposal will be available for use on this project and will be assigned and present on the project for the duration of the work.

Project Team

ABILITY TO SCALE-UP OR SCALE-DOWN

Bowman developed this team to provide the Commission the required resources to successfully execute this project. We know what it takes and understand the need to **provide flexibility to the Commission and have the ability to scale our resources (up or down) as dictated by the contractor's schedule.** Bowman will serve the Commission as a dedicated partner, who will share your passion to deliver a quality project on time and on budget, in an efficient and cost-effective manner.

NATIONAL CAPABILITIES AND RESOURCES

Bowman can also provide specialty services from our National practice to assist the Commission in addressing unidentified needs beyond those indicated in the proposal, such as:

- **Mechanical, Electrical and Plumbing**
- **Fire Protection**
- **Commissioning & Energy Efficiency**
- **Environmental**
- **Survey/Geospatial including LiDAR, Bathymetric & Aerial mapping**
- **GIS**
- **Reality Capture - 3D Scanning& Modeling**
- **Land Procurement & ROW**
- **Energy Services**
- **Landscape Architecture/Planning**

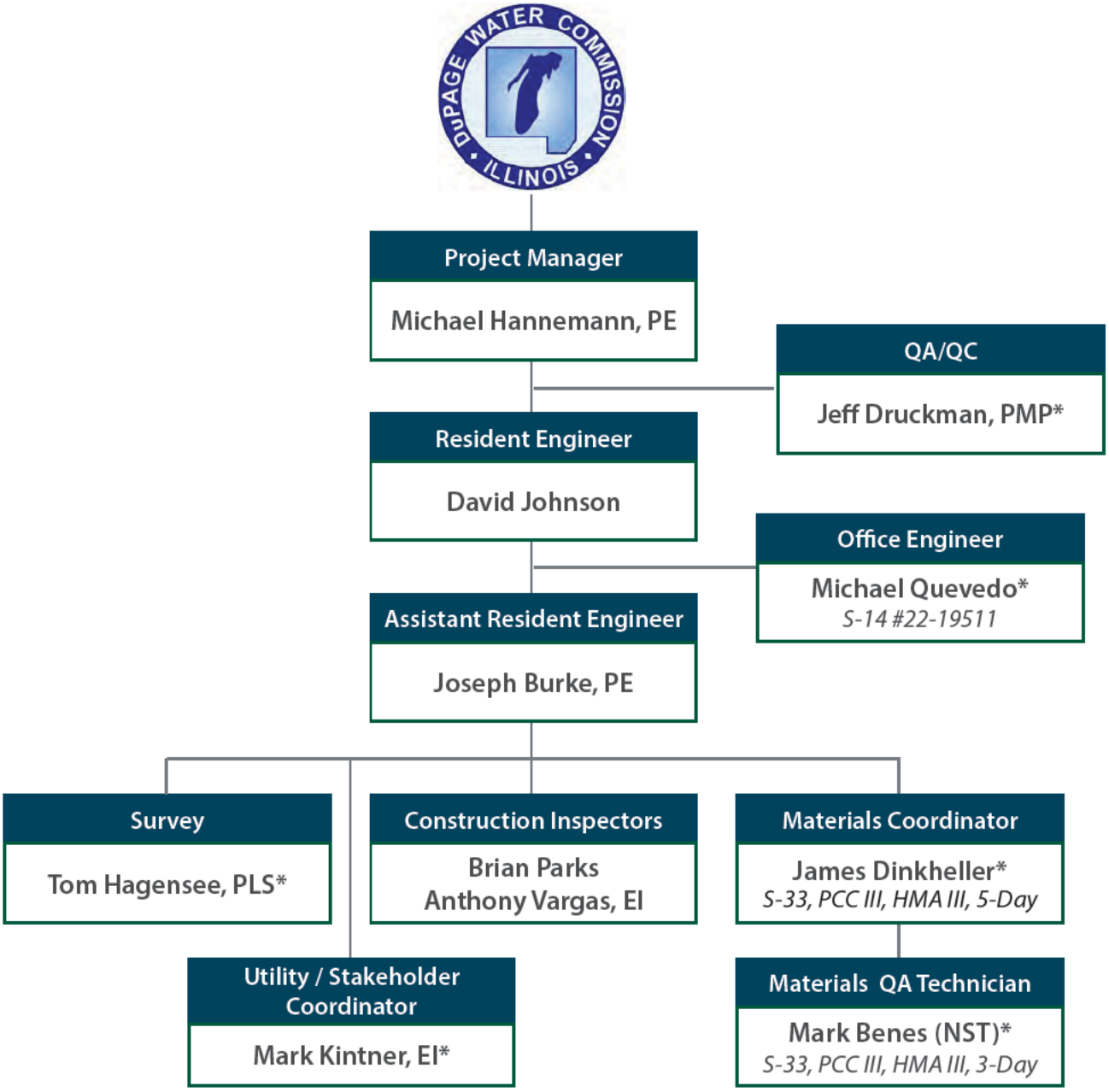
The Bowman team's leadership and engineering staff are available and have unprecedented experience in all the critical services areas. We have managed and delivered more capital improvements combined than any other group of firms or staff, have established strong working relationships over long careers working with all the key agency stakeholders and utility owners, are fully proficient in the delivery of federally funded projects and their reporting requirements, and excel in all aspects of field engineering services, including work on the largest water main in this region.

Please refer to the following organizational chart and resumes for further information.



Bowman's key personnel Mike Hannemann (far left) and Jeff Druckman (far right), with Illinois Tollway's Chief Engineer Manar Nashif and Executive Director Cassaundra Rouse, were recognized with an Honor Award for the Mile Long Bridge as part of the 2024 ACEC- Illinois Engineering Excellence Awards.

Organizational Chart

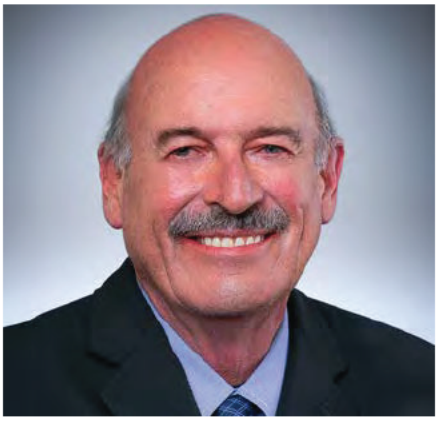


PROJECT TEAM

Bowman Consulting Group Ltd.

NASHnal Soil Testing (NST): DBE

* *Part Time (as needed)*



Education

M.S.C.E. (Structures), Illinois Institute of Technology, 1982

B.S.C.E. (Structures), Illinois Institute of Technology, 1976

Registrations

Professional Engineer:
Illinois (#062-039327) 1981
Michigan (#6201054637)
Missouri (#2010025445)

Associations

American Consulting Engineers Council

Illinois Road and Transportation Builders Association

Michael Hannemann, PE

Project Manager

Mike Hannemann has over 40 years of experience in program management, construction engineering and design engineering. He has worked as a construction corridor manager, design corridor manager, construction manager and resident engineer on major engineering projects for the Illinois Tollway, IDOT, City of Chicago, and numerous other agencies. Mike is an expert in delivering high profile programs and projects on budget and on time.

Experience

Illinois Tollway | Jane Addams Memorial Tollway (I-90), Elgin Toll Plaza to IL 53, Construction Corridor Management (CCM) | *Kane & Cook Counties, IL*
Construction Corridor Manager (CCM) for $1B project that involved 28 construction contracts. Provided centralized leadership for over 30 consulting firms as well as the Tollway, design engineers, construction managers, contractors, utility companies, IDOT, Cook County, municipalities, IEPA, USCOE, IDNR, property owners, business owners and all other corridor stakeholders. Included overseeing construction engineering for the schedule-critical $80M **NSMJAWA Water Main Relocation**.

Illinois Tollway | Tri-State Tollway, Mile Long Bridge | *Cook County, IL*
Project Manager for construction engineering services for $500M complex project involving utility relocation of 1,000 ft of 36-in water main and 4,500 ft of 14-in high pressure jet fuel line, and extensive coordination with municipalities, counties, regulatory agencies, railroads, utilities, county water commission and IDOT.

IDOT | I-80 Corridor Management, Ridge Rd to US 30 | *Will and Cook Counties, IL*
Construction Corridor Manager for all federally funded contracts associated with the $1.3B reconstruction of 16 miles of I-80. The team coordinates and manages Phase III construction engineering services contracts associated with the corridor, performs constructability reviews, reviews contract packaging and timing of construction contracts, assists with construction claims review and resolution, coordinates communication including project website updates, and coordinates with utilities, railroads, Phase III construction managers and the Design Corridor Manager.

Illinois Tollway | Tri-State Tollway (I-294) Reconstruction, 95th Street to Indiana State Line, Design and Construction Corridor Management | *Cook County, IL*
Project Manager for first firm to act as a DCM and CCM for the Tollway for this $800M program. Created and defined corridor management procedures that are now standard throughout the Tollway system. Over 20 engineering firms were involved in the efforts, and work required close coordination with 16 municipalities, IEPA, IDNR, USCOE, five railroads including CN and numerous utilities. The project was over $100M under budget and completed six weeks ahead of schedule.

Lexington Pump Station for DuPage Water Commission | *Chicago, IL*
Project Manager for construction engineering services for new $17M generator facilities and photovoltaic cell installation that included relocation of existing major site utilities, construction of two new buildings, and installation of photovoltaic cells.

Chicago Dept. of Water Management | New Sewer Construction | *Chicago, IL*
Construction engineering services for several contracts for $20M construction of new sewers in various areas.



Education

NDT & Ocean Engineering, The Ocean Corporation, School of Deep Sea Diving

University of Iowa

Certifications

30-Hour OSHA

First Aid and CPR

David Johnson

Resident Engineer

Dave Johnson has over 35 years of experience in managing the construction of major infrastructure and transportation projects. His experience includes underground utility construction, highway, bridges, rail and airport facilities.

Experience

Illinois Tollway | I-90 NSMJAWA Water Main Relocation | *Cook County, IL*
Resident Engineer for construction engineering services from Elmhurst Road to Barrington Road which consisted of 15 miles of new water main varying in sizes from 30" to 90" diameter with new valves, flush hydrants, cathodic protection, manholes vaults and Hot Taps into existing live mains.

Chicago Department of Aviation | Capital Improvement Program | *Chicago, IL*
Site Manager working on design and construction for the capital improvement projects at Chicago's O'Hare International Airport and the Chicago Airport System which includes but not limited to architectural, electrical, structural, mechanical and civil type work. Managed all aspects of planning, design, construction and commissioning requirements. Responsible for coordination and incorporation of all outside agency requirements to comply with applicable codes and regulations.

City of Chicago | Millennium Park, Public Building Commission | *Chicago, IL*
Construction Manager who served as owner's representative for the $450M project. Responsible for managing the design and construction of various elements of this large and complex 2400 car six-level parking garage and Metra train station structure topped by a 26-acre city park. Responsibilities included oversight of design management, design review, constructability review, construction administration/ documentation, bid and award assistance, contractor coordination, schedule development and control, budget development and cost control, shop drawing control, quality assurance, change order processing, facility commissioning, contract closeout and public relations interface. Required extensive stakeholder coordination.

Chicago Dept. of Transportation | Wacker Drive, Randolph Street to Michigan Avenue | *Chicago, IL*
Senior Resident Engineer for reconstruction project which included the elevated roadway and roadway below on grade. Project was phased and highly constrained to accommodate access to all buildings and parking structures in the footprint of the construction and coordinate with all other users of this major artery. Resident Engineer on several projects responsible for coordination and review of design, bid analysis, preconstruction planning, phasing and logistics planning, schedule development, coordination of contractor activities, contract administration, QA inspection, weekly update meetings, cost control, change control, submittal management and progress reporting, punch lists, as-builts & project closeout.

Metra | Rock Island District | *Northeastern Illinois*
Resident Engineer for reconstruction of two miles of rail which included seven bridges built in three separate phases. Project included caissons,abutments, and retaining walls, along with seven structural steel bridges built on temporary shoring towers and rolled into place during weekend shutdowns. Responsibilities included design review, inspection, pay estimates, project schedule, and change orders.



Education

B.S. Civil Engineering, Southern Illinois University, 1983

Registrations

Project Management Professional: Illinois (#1361729) 2010

Certifications

IDOT Hazardous Materials Trainer

OSHA 30-Hour Construction

Jeffrey Druckman, PMP

QA/QC

Jeff Druckman has 40 years of experience providing construction engineering and program management services for major infrastructure projects and programs for state agencies as well as smaller municipal water main and sewer improvements.

Experience

Illinois Tollway | I-90 NSMJAWA Water Main Relocation | *Cook County, IL*
Project Manager for construction engineering services for water main relocation on I-90 from west of Roselle Road to Elmhurst Road, in the vicinity of the Elmhurst Road interchange (90-in Hot Tap and 90-in pipe installation). Included over six miles of high pressure, 30-in to 90-in diameter precast prestressed concrete water main, butterfly valves up to 90-in in diameter, hot taps, manhole structures, fire hydrants, over 4000 LF of 42-in to 90-in diameter steel casing pipe, and bore and jack.

Illinois Tollway | Tri-State Tollway, Mile Long Bridge | *Cook County, IL*
Resident Engineer for construction engineering services for $500M complex project involving utility relocation of 1,000 ft of 36-in water main and 4,500 ft of 14-in high pressure jet fuel line, and extensive coordination with municipalities, counties, regulatory agencies, railroads, utilities, county water commission and IDOT.

Illinois Tollway | I-90 (Jane Addams Memorial Tollway), IL 53 to Kennedy Expressway, Construction Corridor Management (CCM) | *Cook County, IL*
CCM who was single point of contract between the Tollway, 30 construction contracts and multiple construction management contracts for $850M, 10-mile reconstruction and widening. Responsible for overseeing completion of corridor projects throughout construction phase per Tollway schedules and budgets and coordination with IDOT, Cook County, numerous municipalities, USCOE, IDNR, IEPA, railroads and utilities, including NSMJAWA and local water, sewer and sanitary.

Illinois Tollway | North Tri-State Tollway Design Corridor Management (DCM) and Construction Corridor Management (CCM) | *Lake County, IL*
Project Manager for DCM and CCM services for the widening and reconstruction of 22 miles from Half Day Road to Wisconsin State Line. Included coordination with IDOT, nine municipalities, USCOE, IDNR, IEPA, two railroads and local utilities.

Village of Northbrook | Huntington Subdivision Improvements | *Northbrook, IL*
Project Manager for construction engineering services to replace 6 to 12-in cast iron water main with 8 to 12-in ductile iron or PVC water main using open cut method.

Village of Northbrook | FY 21/22 Water Main Improvements | *Northbrook, IL*
Principal in Charge for $1.1M replacement of 4,850 ft of 6-in cast iron water main with 8-in ductile iron water main, new water service lines and fire hydrants.

Village of Niles | Ballard Booster Station/Water System Improvements | Niles, IL
Project Manager/Resident Engineer on $7M improvement that included construction of three miles of 20-in and 24-in water main.

Village of Wilmette | East Side Relief Sewer Project | *Wilmette, IL*
Constructability reviewer/ trenchless technology consultant on design, and Project Manager during construction of three miles of 72-in and 48-in combined relief sewer. Designed to be built using conventional and micro-tunneling technologies.



Joseph Burke, PE

Assistant Resident Engineer

Joe Burke's experience in setting up, monitoring and managing the workflow of design and construction engineering projects provides the cornerstone of project delivery. The key elements to Joe's success have been establishing plans, measuring performance, adjusting plans and documenting results. Joe prepared and reviewed change orders and cost estimates, provided claims analysis, performed constructability reviews, and tracked and reviewed project progress against the baseline schedule. Joe has designed roadway plans, including maintenance of traffic (MOT), and is knowledgeable regarding field survey regulations and drainage plans.

Education

B.S. Civil Engineering, Southern Illinois University, Carbondale, 2013

Registrations

Professional Engineer:
Illinois (#062-069928) 2017

Certifications

IDOT Documentation of Contract Quantities (#22-19516) Expires 2/21/26

Illinois Tollway ITS Construction Manager Training, Oct. 28, 2020

Erosion and Sediment Control Workshop Module III: Inspection Module, Sept. 20, 2022

Designated Erosion Control Inspector (DECI), Lake County Stormwater Management Commission

Experience

Illinois Tollway | Tri-State Tollway (I-294) , Mile Long Bridge | *Cook County, IL*
Resident Engineer for construction engineering services for construction of two new 27-span bridges, which required significant stakeholder and utility coordination. The $500M project included 1,000 ft of 36" cement lined ductile iron, restrained joint pipe; 100 ft of 54" steel casing pipe; 600 ft of 20" ductile iron, restrained joint pipe; 536 ft of 30" bored and jacked steel casing pipe; 200 ft of 14" ductile iron, restrained joint pipe; 1,500 ft of 8" ductile iron, restrained joint pipe as well as pressure and non-pressure connections, valve vaults, thrust blocks, meter vaults, fire hydrants, non-special waste disposal, de-watering and working near wetlands. Responsible for planning, monitoring, and controlling the construction inspection requirements. His proficiency in project reporting and issue resolution has been a key factor in the successful delivery of major contracts. He has meticulously tracked project progress and schedules, prepared and reviewed cost estimates and change orders, and led the close-out process for eight major contracts. His adeptness in preparing and updating project reports, and forecasts using MS Excel has been instrumental in maintaining project transparency. Joe's effective communication and negotiation skills have been crucial in identifying and resolving project issues, risks, and changes. His commitment to implementing and enforcing project controls standards, procedures & best practices ensured project success. Additional contracts included:

- **Water Main Construction (I-21-4597):** Assistant Resident Engineer for $2M project to install new water main and fire hydrants under the Mile Long Bridge. Work consisted of installation of 2,000 ft of ductile iron water main and multiple fire hydrants. Work also included pavement removal, pavement patching, guardrail removal and replacement, temporary erosion and sediment control, landscaping, and utility protection.
- **Site and Access Roadway Restoration - Mile Long Bridge, MP 20.8 to MP 21.7:** Assistant Resident Engineer for $3M project to restore multiple areas under the Mile Long Bridge. Included milling and resurfacing multiple roads and the Forest Preserves of Cook County parking lot, realignment and restoration of the John Hussar Trail, construction of a new access road on LASMA Island, construction of Decorative Wall at Willow Springs Road, and final fencing and landscaping.

Hampton Roads Bridge Tunnel Expansion | *Hampton and Norfolk, VA*
Civil Design Area Manager for project to ease congestion with the addition of twin two-lane bored tunnels along with widening the four-lane segments of the I-64 corridor in the cities of Hampton and Norfolk.



Education

B.S. Civil Engineering, Illinois Institute of Technology, 1988

Certifications

IDOT Documentation of Contract Quantities (#22-19511) Expires 2/9/26

IDOT ICORS Training

IDOT Materials Management Training

IDOT QC/QA Mixture Aggregate Technician

IDOT QC/QA PCC Concrete Level I

IDOT QC/QA PCC Concrete Level II

ACI Level II Concrete Inspection

10-Hour OSHA Construction Safety

Associations

American Society of Civil Engineers

National Society of Professional Engineers

SAVE International

Michael Quevedo

Office Engineer

Michael Quevedo has over 30 years of experience providing construction oversight and management for transportation projects, including experience as a project manager and resident engineer for large IDOT, Tollway and County roadway projects.

Experience

IDOT | IL 56 (Butterfield Rd) Reconstruction and Widening | *DuPage County, IL*
Document Technician/Inspector on a $27M reconstruction project of over three miles of full depth HMA pavement, 6,900 ft of 12" ductile iron water main and 400 ft of 16" ductile iron water main, valves, fittings and fire hydrants. The contract included over 600 pay items, with multiple fund codes. Responsibilities included completing and reporting all project documentation per IDOT standards, preparing correspondence, submittal tracking, RFI tracking, progress meeting minute's preparation and distribution, change order management, and pay estimates.

IDOT | US 6/IL 7 (159th Street) Resurfacing | *Cook and Will Counties, IL*
Document Technician for two American Recovery and Reinvestment Act (ARRA) construction contracts comprising over six miles of highway milling and resurfacing. Also included shoulder and ditch reconstruction, installation of new detection loops, MOT and permanent signage, and pavement marking application. Completed and reported all project documentation per IDOT and federal ARRA standards.

Cook County DOTH | Pavement Preservation Projects | *Cook County, IL*
Construction Engineer for construction inspection for $17.3M in pavement resurfacing projects involving HMA roadway surface removal and replacement, diamond grinding, PCC and HMA pavement patching, corrugated median removal, PCC pavement, curb and gutter removal/replacement, drainage and utility structure adjustment, storm sewer cleaning, detector loops and traffic control protection.

IDOT | Various Phase III Pavement & Bridge Inspection | *District 1, IL*

- **Smart Overlay of IL-394 from N of 186th St. to S of Joe Orr Rd. (62L17):** Construction Inspector for paving 2-in HMA overlay of three miles of IL-394.
- **Standard Overlay, ADA Improvements, Culvert Replacement (62M02):** Construction Inspector/Documentation for paving ¾-in leveling binder and 1¾-in HMA surface of IL-1 & IL-394.
- **Bridge Repairs (62M29):** Construction Inspector and Materials Coordinator for repairs to the existing structures (SN 016-0456 and 016-1041) carrying IL Route 394 over EJ&E Railway and NS Railway.

IDOT/Village of Mokena | LaPorte Road, Wolf Rd. to LaGrange Rd. | *Mokena, IL*
Senior Resident Engineer for $4M,1.5-mile full-depth asphalt pavement, storm sewer, curb and gutter, and lighting modernization. Supervised field engineers and subconsultants, and coordinated with Village Engineering staff, IDOT, Will County, and contractors. Project documentation, project diary, pay estimates, weekly reports, extra work and change orders were completed using the latest standards for IDOT.

Illinois Tollway | I-294 Temporary ITS Relocations | *DuPage and Cook Counties, IL*
Assistant Resident Engineer for $10M project to relocate ITS devices and fiber optics from 95th St to North Ave. Project involved relocating fiber optic cable, boring under I-294, and coordinating with the adjacent municipalities along the corridor.



Education

B.S. Geology, Illinois State University, Normal, IL, 1973

Registrations

Professional Land Surveyor: Illinois (#035-002419) 1977

Certifications

Union Pacific Rail Road Safety Certified, 2014

Walsh Construction Company Construction Site Safety Training, 2011

OSHA Confined Space Training, 2016

GIS Certification, College of DuPage, 2011

First Aid and CPR Training, 2011

National Safety Council Flagger Training, 2011

Associations

Illinois Professional Land Surveyors Association

National Society of Professional Surveyors

Tom Hagensee, PLS

Surveyor

Tom Hagensee has over 40 years of experience in surveying, which helps him to efficiently navigate the documentation and research process required for a large number of projects. He works on ALTA and topographic surveys, boundary surveys, and construction layout.

Experience

Galena and Kennedy Roads | *Yorkville, IL*
Surveyor for staking of 1400 LF centerline of fiber conduit with grade to top of conduit for fiber installation. Staked ROW.

Route 59 and 143rd Street | *Plainfield, IL*
Surveyor who staked 600 ft of centerline of conduit with grade to top of conduit for fiber installation. Staked ROW.

Rockland Road and Green Bay Road | *Lake Bluff, IL*
Surveyor who calculated centerline of gas main and conflicts with other utilities. Set grade to top of main.

Kishwaukee Valley Road and Route 23 | *Marengo, IL*
Surveyor who staked 1200 LF centerline of conduit with grade to top of conduit for fiber installation. Staked ROW.

North Shore Gas | IL Route 173 and US 45 | *Lake County, IL*
Surveyor for high pressure steel gas main replacement project. Included calculating top of pipe grades from engineering plans and staking the ROW every 100 ft and line and grade every 100 ft for the gas main for approximately 2,000 LF. Calculated the grades and scheduled and supervised the field crew.

Nicor Gas | Gas Main Replacement, Aux Sable Phase 5 | *Will County, IL*
Survey Manager who supervised the survey crews in staking the right of way and pipeline centerline for 6.9 miles. Reviewed the closure and point management as well as supervise the record data collection locating all welds, fittings, other appurtenances and existing subsurface utilities. Reviewed the compilation of data prior to creating a GIS of the facilities.

NextEra Energy – Wolfcreek to Blackberry Transmission Line | *MO & KS*
Bowman provided multiple land surveying services for a 100 Mile transmission line project running through Missouri and Kansas. Bowman provided boundary base mapping and deed research & review of the proposed route along with preparation of easement exhibits and legal descriptions for approximately 300 parcels. Bowman also monumented all affected section corners and generated monument reference reports per state requirements.

Will County DOT | Francis and Marley Road Intersection | *Will County, IL*
Surveyor for detailed topographic survey and surveys for ROW acquisitions or construction easements for preliminary and design engineering for intersection improvements including pavement widening, drainage and new traffic signals.



Education

B.S. Construction Science,
Kansas State University

Certifications

IDOT Documentation of Contract Quantities (#22-19529) Expires 2/21/26

Brian Parks

Construction Engineer

Brian Parks has 30 years of experience in construction engineering with expertise in infrastructure projects involving underground utilities and roadway reconstruction. In addition, Brian has 12 years of experience managing engineering design and construction projects for local municipalities.

Experience

Village of Northbrook | Huntington Subdivision Improvements | *Northbrook, IL*
Resident Engineer for construction engineering services to replace 6 to 12-in cast iron water main with 8 to 12-in ductile iron or PVC water main using the open cut method. The $7.5M project also includes roadway reconstruction.

Village of Northbrook | South Lane Water Main Improvements | *Northbrook, IL*
Resident Engineer for construction engineering services to replace 1,000 ft of 4-in cast iron water main from Voltz Road to the dead end at 1810 South Lane and construct 400 ft of new looping main to Driftwood Lane. Due to its residential location, work included significant coordination to minimize construction impacts to residents and ensure access to properties at all time.

Village of Northbrook | FY 21/22 Water Main Improvements | *Northbrook, IL*
Resident Engineer for $1.1M replacement of 4,850 ft of 6-in cast iron water main with 8-in ductile iron water main, new water service lines and fire hydrants, storm sewer replacement, sidewalk and driveway replacement and parkway restoration. Provided daily inspection to ensure compliance with plans and contract, documentation and review of material submittals, contractor progress schedule, and contractor pay requests. Communicated with residents and agencies via phone, email, in person and letter/notices for coordination of temporary water main shutdowns and water services, as well as traffic delays and detours with residents, high school, police and fire departments.

Illinois Tollway | Tri-State Tollway, Mile Long Bridge | *Cook County, IL*
Construction Engineer for construction engineering services for $500M complex project involving utility relocation of 1,000 ft of 36-in water main and 4,500 ft of 14-in high pressure jet fuel line, and extensive coordination with municipalities, counties, regulatory agencies, railroads, utilities, county water commission and IDOT.

City of Chicago | Ancillary Sewer Construction Program | *Chicago, IL*
Construction Engineer for construction engineering services for Ancillary Sewer Construction Program. Projects consisted of construction of cast-in-place sewer connection structures, installation of precast tumbling basins, emergency repairs of collapsed sewer mains, water main replacement, installation of water main support structures, construction of stick shafts and full earth retention systems, combined sewer replacement, repairs to residential and commercial service connections, storm sewer improvements, pavement restoration, resurfacing, curb and gutter replacement, sidewalk replacement, ADA improvements, and site restoration.

Kane County DOT | Longmeadow Parkway 5 Bridge Corridor | *Kane County, IL*
Construction Engineer for construction engineering services for $28M project that included storm sewer system installation, water main, live taps for water main valves, force main connection, sanitary sewer and utility relocations.



Education

B.S. Civil Engineering, Arizona State University, 2024

Registrations

Professional Engineer Intern: Illinois (#061-042721) 2024

Certifications

IDOT Documentation of Contract Quantities (#25-22799) Exp. 01/05/29

OSHA 30 Hour Outreach Training Program - Construction, 8/27/24

Anthony Vargas, EI

Construction Engineer

Anthony Vargas is a recent graduate who obtained a degree in civil engineering from Arizona State University. He is proficient in Microsoft Office, AutoCAD, Microstation and MATLAB programs as well as in technical report writing and data collection and analysis.

Experience

Cook County DOTH | Pavement Preservation & Rehabilitation | *Cook County, IL*
Construction Engineer for multi-year, task order contract to provide Phase III construction engineering services on projects throughout Cook County. Work includes constructability review, resident engineering, construction inspection to ensure compliance with contract plans, documentation, materials coordination and QA testing, and surveying. Projects include:

- **Cal-Sag Steel Truss Strengthening:** $6.5M contract which involves steel truss member repairs, deck slab repairs, and cleaning and painting of existing and new structural steel for four bridges over the Calumet-Sag Channel.

Illinois Tollway | Tri-State Tollway (I-294) Roadway Reconstruction & Widening, Ogden Avenue (M.P. 27.8) to Cermak Road (M.P. 29.5) (PSB 22-1/03) | *DuPage & Cook Counties, IL*
Construction Engineer for construction engineering services for $150M project to reconstruct and widen mainline pavements and structures over Salt Creek. The project includes construction of six soldier pile retaining walls totaling a mile in length, noise abatement walls and two single span bridges. Work also includes new storm sewers and drainage structures, construction of 118,000 SY of bituminous base course and Jointed Plain Concrete pavement, bituminous pavements, and ITS infrastructure.

Illinois Tollway | Systemwide Construction Management Upon Request (PSB 22-3/01) | *IL*
Construction Engineer for construction engineering services for project:

- **I-294 Bridge Rehabilitation over Cal-Sag Channel, Alsip, IL.** $2.9M project performing bridge repairs in five stages while maintaining traffic lanes for the I-294 bridge over Cal-Sag Channel.



Education

B.S. Construction Engineering,
Iowa State University, 1993

Registrations

Engineer Intern:
Iowa (#11789a)

Certifications

IDOT Documentation of Contract Quantities (#22-19721) Exp. 03/30/26

IDOT Materials Management for Resident Engineers

Illinois Tollway Construction Manager's Training

ICORS Training

Hazwoper, Hazardous Waste Site Worker

CDOT ADA Compliance Training

CDOT Resident Engineer Training

OSHA 10 Hour Construction, 2019

Mark Kintner, EI

Stakeholder / Utility Coordinator

Mark Kintner is a resident engineer with 30 years of design and construction management experience. He has served as a resident engineer and field inspector on numerous infrastructure projects, and his extensive field experience is frequently called upon for assistance with construction staging and constructability reviews.

Experience

Illinois Tollway | Tri-State Tollway, Mile Long Bridge | *Cook County, IL*
Assistant Engineer - Roadway/Drainage for construction engineering services for $500M complex project that included 1,000 ft of 36" cement lined ductile iron, restrained joint pipe; 100 ft of 54" steel casing pipe; 600 ft of 20" ductile iron, restrained joint pipe; 536 ft of 30" bored and jacked steel casing pipe; 200 ft of 14" ductile iron, restrained joint pipe; 1,500 ft of 8" ductile iron, restrained joint pipe as well as pressure and non-pressure connections, valve vaults, thrust blocks, meter vaults, fire hydrants, non-special waste disposal, de-watering and working near wetlands, and extensive coordination with municipalities, counties, regulatory agencies, railroads, utilities, county water commission, MWRD and IDOT.

Illinois Tollway | Jane Addams Memorial Tollway (I-90), IL Route 53 to Kennedy Expressway, Construction Corridor Management (CCM) | *Cook County, IL*
Assistant Resident Engineer for CCM services for reconstruction and widening of I-90 for 10 miles, which involved 30 construction contracts, multiple construction management contracts, and a budget of $850M. Conducted daily inspections of work activities to ensure work was performed in compliance with contract documents and to identify potential issues that might affect cost or schedule.

Illinois Tollway | North Tri-State Tollway (I-94), Design Corridor Management (DCM) and Construction Corridor Management (CCM) | *Lake County, IL*
Senior Construction Engineer for DCM and CCM services for 22-mile widening and reconstruction. Reviewed MOT and construction staging for individual contracts to identify and avoid potential conflicts. Reviewed value engineering proposals for construction staging and monitored field conditions for erosion control.

Village of Wilmette | Eastside Relief Sewer/Inlet Control Phase A | *Wilmette, IL*
Resident Engineer for $8.2M relief sewer project that consisted of 8,500 LF of tunneled relief sewer ranging in size from 48 inches to 60 inches; 4,000 LF of the open-cut storm and combined sewers; 37 inlet control berms; and pavement restoration in areas of open-cut sewer installation. Because the installation locations were in residential neighborhoods, public relations communications were critical.

Village of Wilmette | Westside Sanitary Relief Sewer | *Wilmette, IL*
Construction Inspector for $9M sanitary relief sewer project which consisted of the construction of three miles of 72-in and 120-in RCP sanitary sewer, an outfall control structure, and complete roadway removal and replacement.

Village of Wilmette | Greenleaf Avenue Relief Sewer/Inlet Control | *Wilmette, IL*
Construction Inspector for $10M combined sewer relief project which consisted of the construction of one mile of 96-in and 72-in RCP relief sewer, discharge chamber to the WERDGC deep tunnel system, and complete roadway removal and replacement.



Certifications

IDOT Documentation of Contract Quantities (#21-19459)

IDOT HMA Levels I, II, III

IDOT PCC Levels I, II, III

IDOT Soil S-33

IDOT 5-Day Aggregate

IDOT Fundamentals of Storm Water Pollution and Erosion and Sediment Control

IDOT Inspection of Erosion & Sediment Control Best Management Practices

ISTHA IMIRS

ISTHA e-Builder

NICTD e-Builder

James Dinkheller

Materials Coordinator

James (Jim) Dinkheller is a Lab/Field Material Manager/Technician who has more than 20 years of experience in materials coordination and testing for several large projects in northern Illinois. His past duties have included Quality Assurance Management, plant and field material testing and inspection of bituminous asphalt, concrete and soil, as well as a proficiency in the IDOT QC/QA program, and he is well versed in Pay for Performance (PFP) contracts. Jim's prior experience also includes serving as a quality control technician and quality assurance technician for various IDOT, Illinois Tollway, Cook County, DuPage County and MFT projects.

Experience

Cook County DOTH | Lake Cook Road Reconstruction and Widening | *Lake and Cook Counties, IL*
Materials Coordinator who tracked and managed on-site materials and reviewed and provided response to submittals and RFIs. The $56M project included reconstruction and widening of PCC pavement with turn lanes and landscaped medians, construction of multiple superstructures, replacement of storm sewer systems, installation of water main, construction of noise abatement and retaining walls, creek realignment, retention pond construction and HMA pavement.

IDOT | IL 56 (Butterfield Road) Reconstruction and Widening | *DuPage County, IL*
Materials Coordinator for $28M project that included 6,900 ft of 12" ductile iron water main and 400 feet of 16" ductile iron water main, valves, fittings and fire hydrants.. Managed the materials technicians and sub-consultant. Responsibilities included reviewing quality control plans, review of QC and QA reports, managing earthwork, oversight of PCC, oversight of HMA including providing PFP management, construction inspection, and Quality Management.

Illinois Tollway | Tri-State Tollway, Ogden Avenue to Cermak Rd | *Cook County, IL*
Materials Coordinator for construction engineering services for $150M widening and reconstruction. In addition to complex roadway and ramp work, project also involves a bridge over Salt Creek, bridge repairs, retaining walls, noise walls, compensatory storage and detention ponds, a new drainage system and utility work.

Illinois Tollway | Central Road /WB I-90 Roselle Road Ramp | *Cook County, IL*
Project Documentation Engineer, field inspection and materials management. The project oversight included construction of multiple box culverts, construction of land bridge superstructure, relocation of bike path, Tollway toll building and equipment installation, and Tollway ramp construction.

IDOT | US 6/IL 7 (159th Street) Resurfacing | *Will and Cook Counties, IL*
Materials Coordinator for two ARRA construction contracts totaling $3.1M. Managed materials technicians to provide timely plant and on-site inspection for Pay for Performance and QC/QA contracts. Responsibilities also included management of first HMA PFP contract at IDOT, quality management and construction inspection.

Chicago Department of Transportation | Citywide Inspection | *Chicago, IL*
Quality Representative on behalf of CDOT. Responsibilities included measuring and inspection as a Quality Control representative for the construction of ADA ramps throughout the City of Chicago.



Certifications

IDOT Hot Mix Asphalt, Levels I, II & III

IDOT PCC Levels I, II & III

IDOT S33 Geotechnical Field Testing and Inspection Certification

IDOT – Mixture Aggregate 2 Days, 3 Days, 2003, 2014

IDOT Bituminous Concrete Density Tester (QA/QC Density Tester), 2011

ACI-Level I-Concrete Field Testing Technician, 2021

ACI-Concrete Strength Testing Technician, 2023

High Strength Bolting of Steel, 2012

Nuclear Density Gauge Safety, 2015

IDOT Specific Gravity

IDOT Documentation of Contract Quantities # 21-19000, 2021

Mark Benes

Materials QA Technician

Mark Benes has over 20 years of experience performing materials testing and construction inspection services. He performs field soil testing using nuclear density gauge and compares the results with the standard or modified proctor (ASTM D 698/ ASTM D 1557), and provides recommendations for remediation when required. He also evaluates concrete material test results and cores to recommend mitigation.

Experience

Reconstruction of Route 30 and Renwick Road | *Plainfield, IL*
Materials QA Technician responsible for material testing including but not limited to footing inspection, concrete testing, steel reinforcement inspection, grout testing, proof rolls and compaction inspection. Completed all reports and turned over to documentation engineer and material coordinator.

Reconstruction of 159th Street | *Orland Park, IL*
Materials QA Technician responsible for material testing including but not limited to footing inspection, concrete testing, steel reinforcement inspection, grout testing, proof rolls and compaction inspection.

I-80 & Route 45 | *Tinley Park, IL*
Materials QA Technician for material testing including footing inspection, concrete testing, steel reinforcement inspection, grout testing, and compaction inspection.

Reconstruction of Elmhurst Road Bridge at I-90 | *Elk Grove Village, IL*
Quality Assurance Materials Technician responsible for material testing including but not limited to footing inspection, concrete testing, steel reinforcement inspection, grout testing, proof rolls and compaction inspection. Completing all reports and turning over to documentation engineer and material coordinator.

Illinois Tollway | I-90 Jane Addams Memorial Shoulder Widening from MP 27.6 to 45.0 | *IL*
Quality Assurance Materials Technician responsible including inspection on asphalt removal, shoulder widening and stabilization, pavement patching, guardrail installation, concrete barrier installation, asphalt paving and median Crossover construction.

I-74 | *Peoria, IL*
Quality Assurance Materials Technician responsible for material testingincluding but not limited to footing inspection, concrete testing, steel reinforcement inspection, grout testing, proof rollsand compaction inspection.

Chicago Department of Aviation | O'Hare Runway Widening | *Chicago, IL*
Quality Assurance Materials Technician responsible for material testing including but not limited to footing inspection, concrete testing, steel reinforcement inspection, grout testing, proof rolls and compaction inspection.

Bowman

ESTIMATED HOURS AND TOTAL NOT TO EXCEED COST
DUPAGE WATER COMMISSION
WATERLINK PIPELINE PROJECT - TW-6/25 (SECTION 2)

Bowman

LABOR

Postion	Name	Hourly Rate	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26
Project Manager	Mike Hannemann	$ 250.00	8	8	8	8	8	8	8	8	8	8
Resident Engineer	Dave Johnson	$ 250.00	40	173	173	173	173	173	173	173	173	173
Assistant Engineer	Joe Burke	$ 141.71	40	173	173	173	173	173	173	173	173	173
Materials Coordinator	Jim Dinkheller	$ 168.00		40	40	40	40	40	40	40	40	40
Inspector	Brian Parks	$ 141.34				173	173	173	173	173	216	216
Inspector	Anthony Vargas	$ 101.98					173	173	173	173	216	216
Office Engineer	Michael Quevedo	$ 201.60				86	86	86	86	86	86	86
Utility/Stakeholder Coordination	Mark Kintner	$ 168.00				86	86	86	86	86	86	86
Material QA Technician	Mark Benes	$ 103.60				40	40	40	40	40	40	40
Surveyor	Tom Hagensee	$ 126.00			32	32	32	32	32	32	32	32
QA/QC	Jeff Druckman	$ 250.00	4	4	4	4	4	4	4	4	4	4
Designer Support/Shp Dwg Review		$ 234.30	4	4	4	4	4	4	4	4	4	4

LABOR

Postion	Name	Hourly Rate	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27
Project Manager	Mike Hannemann	$ 250.00	8	8	8	8	8	8	8	8	8	8
Resident Engineer	Dave Johnson	$ 250.00	173	173	173	173	173	173	173	173	173	173
Assistant Engineer	Joe Burke	$ 141.71	173	173	173	173	173	173	173	173	173	173
Materials Coordinator	Jim Dinkheller	$ 168.00	40	40	40	40	40	40	40	40	40	40
Inspector	Brian Parks	$ 141.34	216	216	216	216	216	216	216	173	173	173
Inspector	Anthony Vargas	$ 101.98	216	216	216	216	216	216	216	173	173	173
Office Engineer	Michael Quevedo	$ 201.60	86	86	86	86	86	86	86	86	86	86
Utility/Stakeholder Coordination	Mark Kintner	$ 168.00	86	86	86	86	86	86	86	86	86	86
Material QA Technician	Mark Benes	$ 103.60	40	40	40	40	40	40	40	40	40	40
Surveyor	Tom Hagensee	$ 126.00	32	32	32	32	32	32	32	32	32	32
QA/QC	Jeff Druckman	$ 250.00	4	4	4	4	4	4	4	4	4	4
Designer Support/Shp Dwg Review		$ 234.30	4	4	4	4	4	4	4	4	4	4

LABOR

Postion	Name	Hourly Rate	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Total Hours	EMPLOYEE TOTAL $	Vehicle Days	Vehicle $
Project Manager	Mike Hannemann	$ 250.00	8	8	8	8	8	8	8	8	8	8	240	$ 60,000.00	30	$1,950.00
Resident Engineer	Dave Johnson	$ 250.00	173	173	173	173	173	173	173	173	80	80	4871	$ 1,217,750.00	609	$39,585.00
Assistant Engineer	Joe Burke	$ 141.71	173	173	173	173	173	173	173	173	173	80	4964	$ 703,438.51	621	$40,365.00
Materials Coordinator	Jim Dinkheller	$ 168.00	40	40	40	40	40						960	$ 161,280.00	120	$7,800.00
Inspector	Brian Parks	$ 141.34	173	173	173	173	173	173	173	80	80	80	4779	$ 675,482.98	597	$38,805.00
Inspector	Anthony Vargas	$ 101.98	173	173	173	173	173	173	173	80	80	80	4606	$ 469,701.46	576	$37,440.00
Office Engineer	Michael Quevedo	$ 201.60	86	86	86	86	86	86	86	86	86	80	2316	$ 466,905.60	290	$18,850.00
Utility/Stakeholder Coordination	Mark Kintner	$ 168.00	86	86	86	86	86	86	86				2064	$ 346,752.00	258	$16,770.00
Material QA Technician	Mark Benes	$ 103.60	40	40	40	40	40	40					920	$ 95,312.00	115	$7,475.00
Surveyor	Tom Hagensee	$ 126.00	32	32	32	32	32	32					768	$ 96,768.00	96	$6,240.00
QA/QC	Jeff Druckman	$ 250.00	4	4	4	4	4	4	4	4	4	4	120	$ 30,000.00	15	$975.00
Designer Support/Shp Dwg Review		$ 234.30	4	4	4								92	$ 21,555.97	0	$0.00
														$ 4,344,946.51		$ 216,255.00

NOTE: The hours shown above are estimates based on information that has been provided to date. The effort that will actually be required is highly dependent on the final contract documents and the number of concurrent Crews/Activities. Bowman is more than willing to discuss staffing levels of effort required with the DWC when plans and schedules are finalized to determine the appropriate staffing levels and finalize costs.

Travel Time and Overtime - The hours presented above do not include travel time. Travel time will not be billed to the DWC. Overtime on the project will be billed at straight time rates. We anticipate that the majority of overtime will be incurred by our two inspectors and we have incorporated overtime in their hours to cover extended contractor hours. Bowman will continually adjust staffing levels to match the contractors work activities and manage our staffing to stay within the approved total not to exceed budget.

Labor	$ 4,344,946.51
Vehicle	$ 216,255.00
Other Directs	$ -
Lab Testing	$ 30,000.00
Total Not to Exceed Cost	$ 4,591,201.51

Resolution #: R-54-25, R-55-25 & R-56-25
Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*
JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/12/2025

Description: **Phase III (Construction) Engineering Contract Assignments for the WaterLink Pipeline Project – Christopher B. Burke Engineering, Ltd.**

Agenda Section: Engineering & Construction

Originating Department: Engineering

As the WaterLink Phase II (Design) Engineering effort nears completion, the project will soon move into the construction phase. The project has been divided into five distinct pipeline construction packages, with a sixth to include construction of the metering stations and chemical feed building. In order to ensure that the project is constructed in conformance with the design plans and specifications, oversight by a qualified construction engineering firm on each construction package is needed.

To that end, the Commission issued a Request for Qualifications (RFQ) and subsequent Request for Proposals (RFP) in accordance with Qualifications-Based Selection (QBS) procedures. After review by Commission Staff and discussion with the Program Management Firm Burns & McDonnell (BMcD), the following construction engineering assignments were established:

Construction Package	Firm	Not-to-Exceed Cost	Est. Hours	Resolution
TW-6/25 Section 1	*Burns & McDonnell	$3,016,962	11366	R-11-25
TW-6/25 Section 2	Bowman Consulting Group, Ltd.	$4,591,202	26700	R-54-25
TW-6/25 Section 3	Burns & McDonnell	$6,484,328	15002	R-57-25
FW-1/25 Section 1	Christopher B. Burke Engineering, Ltd.	$864,000	4928	R-55-25
FW-1/25 Section 2	Christopher B. Burke Engineering, Ltd.	$827,450	4728	
FW-1/25 Section 3	Stanley Consultants Inc.	$2,096,805	11290	R-56-25
FW-1/25 Section 4	Stanley Consultants Inc.	$1,378,968	7365	
	Stanley Consultants discount for multiple awards:	-$468,328		
	Total Construction Engineering Cost:	$18,791,387		

* This contract previously approved under Resolution R-11-25

It should be noted that these contract totals, which have been shared for review with the WaterLink Communities, are structured such that payment is only due for those services rendered through the

duration of the contract, as opposed to a lump sum or percentage-based contract. The costs are "not-to-exceed" and can be considered conservative as the durations contemplated in them are likely in excess of the actual duration of the work the contractor will be performing in the field.

The totals above include those construction packages associated with pipe installation, however, they do not include the cost for the construction engineering services associated with the Meter Station construction package, which will be brought forward for consideration at a future date. When including the estimated cost for this additional work, the overall totals for construction engineering remain aligned with the estimated totals. The total contract award to Christopher B. Burke Engineering, Ltd. under Resolution R-55-25 is $1,691,450.00.

While most construction packages have yet to be advertised for bid, it is important to engage these firms early so that they can have input at the final design stage for those portions of the work with which they will be involved.

Recommended Motion:

To adopt Resolution No. R-55-25.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-55-25

A RESOLUTION TO AUTHORIZE SCOPE OF SERVICES FOR TASK ORDER NO. 4 UNDER A MASTER SERVICES AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD.

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 entered into a contract with Christopher B. Burke Engineering, Ltd. (the "Consultant"), dated May 21, 2013, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other 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 developed the Scope of Services attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A, which is approved and will be formalized into Task Order 4 under the existing MSA.

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 Scope of Services attached hereto as Exhibit A shall be and hereby is approved and will be formalized as Task Order 4 under the existing MSA, and if already issued, ratified because the

Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and 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-55-25.docx

EXHIBIT A

Task Order No. 04

This Task Order No. 04 is being entered into between DuPage Water Commission (referred to herein as the "Owner" or the "Commission") and Christopher B. Burke Engineering, Ltd. (the "Consultant") as of June 19, 2025 (the "Effective Date") and hereby agree as follows:

WHEREAS, Owner and the Village of Montgomery ("Montgomery"), the Village of Oswego ("Oswego") and the United City of Yorkville ("Yorkville") (Oswego, Montgomery and Yorkville - collectively referred to herein as the "Waterlink Communities") have entered into an Escrow Intergovernmental Agreement dated October 17, 2024 (the "Escrow Agreement") to fund, *inter alia,* Phase III costs including the construction engineering of a water transmission main connecting the Commission's waterworks system (the "Commission System") to the Waterlink Communities' waterworks systems (the "Project"); and

WHEREAS, Owner and Consultant have previously entered into a Master Contract for Professional Engineering Services dated May 21, 2013 (the "Master Contract"); and

WHEREAS, Section 1.1 of the Master Contract contemplates Owner and Consultant entering into Task Orders to perform specific tasks; and

WHEREAS, Owner and Consultant wish to enter into this Task Order No. 04 for Consultant to provide services for the Project as more fully set forth below (the "Project Services").

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, Owner and Consultant hereby agree as follows:

1. The above recitals are hereby incorporated as if fully set forth herein.

2. Capitalized terms used, but not otherwise defined herein, shall have their respective meanings as set forth in the Master Contract.

3. To the extent any of the provisions of this Task Order conflict with the Master Contract or the attached Exhibit A, Task Order No. 04 Description, this Task Order will apply.

4. Owner's right to terminate or suspend the Project Services under Section 1.9 of the Master Contract is reconfirmed herein and shall be effective within forty-eight (48) hours unless the Owner's notice of termination sets forth a longer time period. Consultant acknowledges that Owner may suspend or terminate the Project Services at its sole discretion for any reason, including but not limited to the escrow required under the Escrow Agreement not being fully funded by the Waterlink Communities or any of the Waterlink Communities not receiving its required allocation from the Illinois Department of Natural Resources.

5. Notwithstanding anything else set forth in this Task Order, Consultant shall only take direction regarding or relating to Project Services from Owner. The Waterlink Communities, their

officers or employees will have no authority to approve change orders or provide any other direction to Consultant.

6. Consultant shall submit monthly pay requests on or before the fifteenth (15^{th}) day of the month for Project Services completed in the prior calendar month. Each pay request shall contain releases and waivers of lien for all subcontractors for the prior calendar month.

7. All Project Services, including those supplied by Consultant's subcontractors, must comply with the Water Infrastructure and Finance Innovation Act ("WIFIA"). Owner shall notify Consultant in writing if additional federal or state funding is to be used on the Project. Consultant shall be entitled to equitable adjustment in compensation, subject to the approval of Owner, if additional federal or state funding requirements place additional obligations on Consultant.

8. Except as expressly amended by this Task Order, the remaining terms, covenants, conditions, and provisions of the Master Contract shall remain unchanged and in full force and effect, and the Task Order, as amended herein, shall constitute the full, true, and complete agreement between the parties.

9. This Task Order shall be binding upon and inure to the benefit of the parties, and their successors and assigns.

10. If any provision of this Task Order is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Task Order shall be construed and enforceable as if the illegal, invalid or unenforceable provision had never comprised a part of it, and the remaining provisions of this Task Order shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Task Order, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

11. This Task Order may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart signature page by facsimile or electronic transmittal (PDF) is as effective as executing and delivering this Task Order in the presence of the other parties to this Task Order.

IN WITNESS WHEREOF, Owner and Consultant have caused this Task Order No. 04 to be executed in two (2) original counterparts as of the day and year first written above.

Attest/Witness:	**DUPAGE WATER COMMISSION**
By:_____ Clerk	By:_____ James F. Zay, Chairman
Attest/Witness:	**CHRISTOPHER B. BURKE ENGINEERING, LTD.**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

EXHIBIT A
TASK ORDER NO. 04 DESCRIPTION

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

1. **Project:** WaterLink Pipeline Construction Project – Phase III Construction Engineering Services for FW-1/25 Section 1 and FW-1/25 Section 2.

   This task order authorizes Consultant (Christopher B. Burke Engineering, Ltd.) to provide staff resources associated with the requested construction engineering services for FW-1/25 Section 1 and FW-1/25 Section 2.

2. **Services of Consultant:** As Described in Attachment(s).
3. **Approvals and Authorizations:** Not applicable.
4. **Commencement Date:** Effective Date of This Task Order
5. **Completion Dates:** As Described in Attachment(s).
6. **Submittal Schedule:** Not applicable.
7. **Key Project Personnel:**

   Daniel Crosson – Project Manager

   Timothy Carter – Resident Engineer

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Billing Rate Sheet Costs 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 plus applicable markup of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Not-To-Exceed Contract Price shall be $1,691,450.00, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Master Contract. Such total is delineated as follows:

- FW-1/25 Section 1: $864,000.00
- FW-1/25 Section 2: $827,450.00

9. **Payments:**

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

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items. This list is not intended to be exhaustive. Other Project-related costs incurred by Consultant, are nonetheless considered to be reimbursable expenses. Costs incurred by Consultant shall also be read to mean costs incurred by Consultant’s subsidiaries, employees, contractors, and consultants.

10. **Modifications to Contract:** Not applicable.

11. Attachments:

Attachment A: Scope of Services & Fee Schedule

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

The Effective Date of this Task Order is June 19, 2025.

DuPAGE WATER COMMISSION

By: _____

Paul D. May, P.E.

General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Jeff Loster
Title: Engineering Manager
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address: loster@dpwc.org
Phone: 630-834-0100

CHRISTOPHER B. BURKE ENGINEERING, LTD.

By: _____

Daniel Crosson, P.E.

Executive Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Daniel Crosson, P.E.
Title: Executive Vice President
Address: 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018
E-mail Address: dcrosson@cbbel.com
Phone: 847-823-0500

MAY 30, 2025

WATERLINK PIPELINE PROJECT
[BID PACKAGE: FW-1/25 (SECTION 1)]

CONTRUCTION ENGINEERING SERVICES





SUBMITTED TO:
JEFF LOSTER, PE
ENGINEERING MANAGER
DUPAGE WATER COMMISSION
600 BUTTERFIELD ROAD
ELMHURST, IL 60126-4642

Christopher B. Burke Engineering, Ltd

ARCADIS

May 30, 2025

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

Attention: Jeff Loster, PE
Engineering Manager

Subject: Request for Proposal
Waterlink Pipeline Project
[Bid Package: FW-1/25 (Section 1)]
Construction Engineering Services

Dear Mr. Loster:

Christopher B. Burke Engineering, Ltd. (CBBEL) in association with Arcadis is pleased to submit our proposal to DuPage Water Commission (the Commission) to provide construction engineering services for the Waterlink Pipeline Project [Bid Package: FW-1/25 (Section 1)]. Included in this package are three (3) hard copies and one (1) pdf of our submittal.

The contact person for this proposal is W. Daniel Crosson, PE, CBBEL's Executive Vice President and Head of our Construction Engineering Department. Dan is available to answer any of your questions regarding this submittal.

We have provided qualifications for the proposed Resident Engineer, Timothy Carter and our proposed Project Team. Tim has more than 34 years of industry experience in surveying, inspection and project/group management capacities. We have included his current resume and some recent project experience for your reference. He will be responsible for day-to-day contact with the Commission during the course of the project.

The material provided in this proposal represents our ability and eagerness to perform the required services for the Commission. We trust that it will demonstrate our understanding of the project and our expertise to perform the assignment. The CBBEL-Arcadis Team looks forward to working with the Commission and is committed to completing the work to your satisfaction and within the required time schedule.

If you have any questions, please do not hesitate to contact us.

Sincerely,



W. Daniel Crosson, PE
Executive Vice President
Christopher B. Burke Engineering Ltd.
dcrosson@cbbel.com | 847.823.0500

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SECTION 5 EXPERIENCE WITH CONSTRUCTION MANAGEMENT SOFTWARE PLATFORMS

SECTION 6 CRITICAL PROJECT ELEMENTS

SECTION 7 PROJECT APPROACH

SECTION 8 PROJECT TEAM



1

CHRISTOPHER B. BURKE ENGINEERING, LTD. (CBBEL)

9575 W. Higgins Rd., Ste. 600 Rosemont, IL 60018
cbbel.com | (847) 823-0500 | cbbel@cbbel.com

LOCKPORT OFFICE
16221 W. 159th St., Ste. 201
Lockport, IL 60441
T: (815) 770-2850



Founded in 1986, CBBEL is a full-service consulting engineering and surveying firm committed to delivering accurate, timely and cost-effective solutions to a wide range of engineering and environmental challenges.

Our Illinois-based staff is comprised of more than 240 experienced and innovative professionals who provide engineering, surveying and environmental services. With 13 distinct departments, our team's expansive list of specializations provides a depth of expertise that promotes project success.

WHAT WE DO

Since its founding nearly four decades ago, our company and the complexity of our projects have seen significant growth. We are proud of our successful, long-term relationships with a wide variety of clients, including municipalities, counties, townships, sanitary districts and drainage districts throughout Chicagoland. We have served as lead engineer on a variety of major municipal and county undertakings, including the design, permitting and construction of numerous major transportation and roadway projects, multi-use paths, bike lanes, bridges, flood control reservoirs, pump stations, storm sewers, large open channels and water systems.

As a full-service firm, we conduct water resource-related studies and perform GIS services, environmental resource assessments, mitigation planning and permitting, as well as a host of traditional civil engineering services.

100 LICENSED PROFESSIONALS

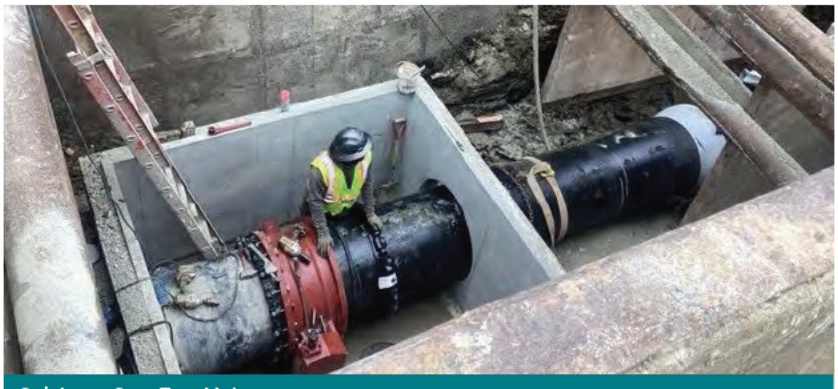
TOTAL STAFF **240**

39 YEARS IN BUSINESS


MWRDGC Addison Creek Reservoir Project



FPDCC Des Plaines River Trail Improvement Project


Oak Lawn Spur Two Main


Algonquin Main Street Reconstruction Project

About Arcadis

Arcadis is a nationally recognized consulting, design, engineering, and construction services firm. The vast depth of our resources enables us to successfully deliver responsive, efficient, cost-effective services to our local clients. We have an extensive network that is supported by strong local market positions so that we can confidently support this project. With offices in the Chicago area, we are close-at-hand and available at a moment's notice to respond to your day-to-day needs. Whether planning, designing or providing construction services for new distribution and transmission lines, rehabilitating older systems, or providing regulatory support for corrosion control, Arcadis has the experience and expertise to help utilities safely and efficiently transport water from its source to the treatment facility, and ultimately to the customer.

With a 135-year history in environmental and water consulting and engineering, Arcadis has been serving municipal clients in the Chicago area and the upper Midwest since 2004 and has helped many utilities produce and distribute high-quality drinking water efficiently and cost-effectively. For over a decade, Arcadis and our partners served as the Program Manager for the Chicago Department of Water Management to support its aggressive water main replacement and facilities improvement program. Through that program, we have developed numerous cooperative working relationships with consultants and contractors local to the region, investing back into our employees and the Chicago area.

The Arcadis Chicago-area offices include over 170 personnel, specializing in water resources (stormwater, wastewater, flood management and related water services); program and construction management and inspection; contaminated site evaluation and remediation; planning and permitting; property redevelopment; and transactional services. As a global firm with more than 36,000 employees worldwide and $5 billion in gross revenues, we have full access to the knowledge and expertise of local, national, and worldwide engineers, scientists, planners, management consultants and support staff, enabling us to offer a global perspective combined with local knowledge.



2 FIRM QUALIFICATIONS

The CBBEL-Arcadis Team has all the capabilities the Commission is seeking including program management, construction management and inspection services, stakeholder engagement and communications services, funding and federal grant compliance and permitting experience.

The CBBEL-Arcadis Team has performed construction inspection services for water main installations for the following communities.

MUNICIPALITY	
Algonquin, Village of	New Lenox, Village of
Cary, Village of	Oak Brook, Village of
Chicago Ridge, Village of	Oak Lawn, Village of
Clarendon Hills, Village of	River Forest, Village of
Crest Hill, City of	Rosemont, Village of
Forest Park, Village of	Shorewood, Village of
Joliet, City of	Westchester, Village of
Lincolnwood, Village of	Westmont, Village of
Lockport, City of	Wilmette, Village of
Lombard, Village of	Zion, City of
Mount Prospect, Village of	

PROGRAM MANAGEMENT SERVICES

The CBBEL-Arcadis Team has designed and provided resident engineering inspection (REI) for hundreds of water main and sewer projects within communities both locally and nationwide. This experience allows us to understand the critical ancillary activities that will be important to manage as part of project delivery to minimize risk and successfully deliver the projects. These activities include coordination with project stakeholders including residents, utility companies, and local businesses; the protection and maintenance of existing structures, facilities and utilities; maintenance of traffic flow; establishment and maintenance of sediment and erosion control measures; maintenance, protection, as required; connection of new pipe to existing piping and manholes; dewatering; accommodation of drainage; bypass pumping; and protection and restoration of property. Our Project Manager, **W. DANIEL CROSSON, PE** has been providing Construction Engineering Services on major projects in the Chicagoland area for 40 years. His team's experience in the rehabilitation of water transmission systems in Chicagoland combined with Arcadis' local and national water system experience provides the CBBEL-Arcadis Team with in-depth knowledge of virtually all traditional and state-of-the-art rehabilitation techniques.

CONSTRUCTION MANAGEMENT / REI SERVICES OFFERED:

- Inspection
- Oversight of construction site health and safety
- Construction meetings
- Daily inspection reports
- Contractors' progress payments
- Change orders
- Testing and material samples
- Equipment, material, shop, preliminary, and final field tests
- Acceptance inspection and certification
- RFI and design clarification processing

CONSTRUCTION SUPPORT SERVICES OFFERED:

- Cost estimating
- Constructibility reviews
- Scheduling
- Shop drawing review
- Claims avoidance
- Start-up assistance
- Permitting
- Drafting
- Negotiating change orders

PERMITTING / AGENCY COORDINATION

The CBBEL-Arcadis Team has experience coordinating with all of the various agencies anticipated to be involved in the WaterLink Communities Program. For example, CBBEL is a certified ComEd Contractor and is familiar with their requirements while working in ComEd ROW's. Personnel working on ComEd property, whether a construction worker or a professional consultant, are required to follow ComEd safety and OSHA standards. Each firm's experience related to the agencies involved in the WaterLink Communities program is highlighted in the table below.

FUNDING / GRANT MANAGEMENT

The CBBEL-Arcadis Team can help maximize the use of grant funding for utilities to achieve their goals while mitigating the impacts of rate increases. Over the last several years, we have helped our municipal utility clients procure over $5 billion in grants and low or no-interest loans. Our experience covers a vast number of programs and agencies including the State Revolving Fund (SRF), Federal Emergency Management Agency (FEMA), United States Department of Housing and Urban Development (HUD), United States Environmental Protection Agency (USEPA) Water Infrastructure Finance and Innovation (WIFIA) program, and various other federal and state organizations. We know what it takes to develop winning funding and grant applications, understand the competitive environment and aggressive timelines for submittal, and can work through the pipeline of grant applications that are envisioned.

AGENCIES	CBBEL	ARCADIS
United States Army Corps of Engineers (USACE)	♦	♦
Illinois Department of Transportation (IDOT)	♦	♦
Illinois Environmental Protection Agency (IEPA)	♦	♦
Illinois Department of Natural Recourses (IDNR)	♦	♦
Will County Division of Transportation	♦	
Kendall County Highway Department	♦	
WaterLink Communities	♦	
Commonwealth Edison	♦	♦
Natural Gas/Petroleum Pipeline Owners		♦



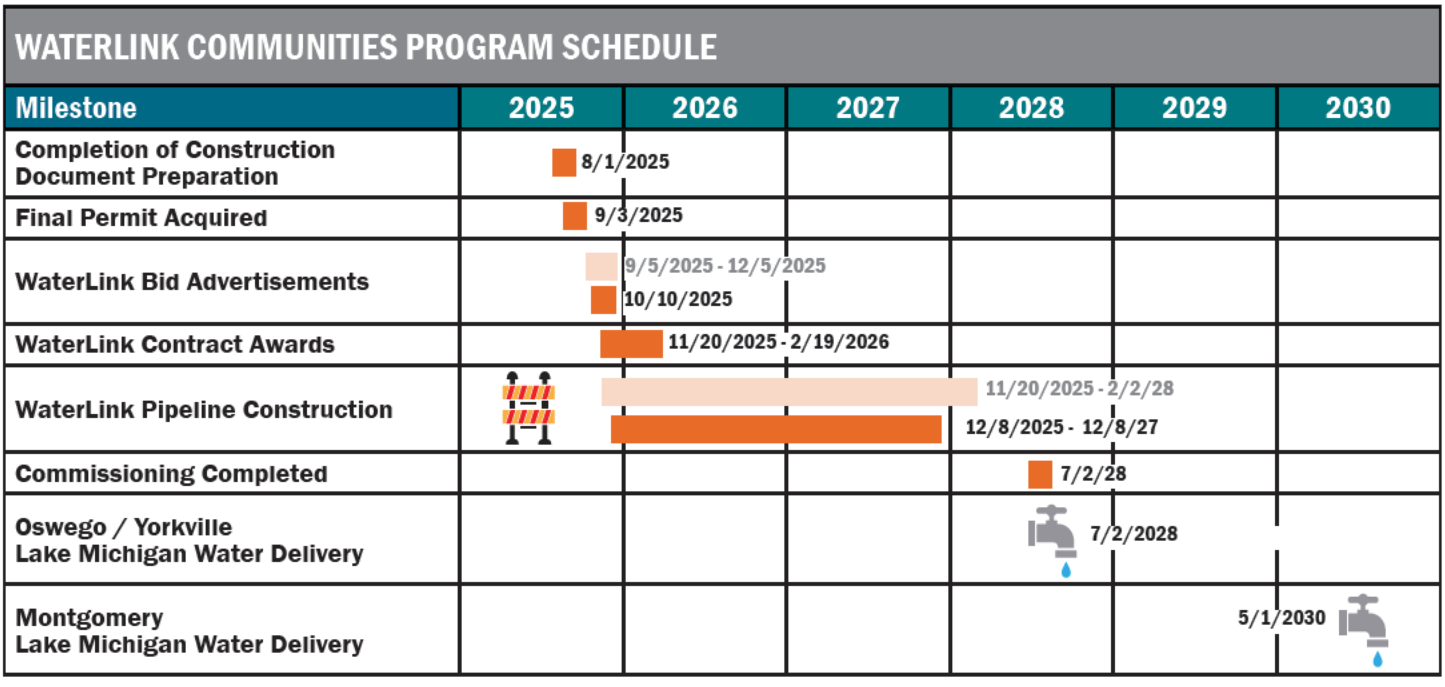
3 PROJECT UNDERSTANDING

The CBBEL-Arcadis Team understands the Commission intends to provide Lake Michigan drinking water to the WaterLink communities through a singular point of connection to the Commission's existing 48" PCCP at Book Road and 75th Street in Naperville via a transmission main and network of smaller diameter distribution mains. A total of seven delivery structures (three for Oswego, two for Montgomery and two for Yorkville) will be fed by approximately 31 miles of pipeline, ranging from 54" to 16" in diameter. Pipeline materials may consist of Prestressed Concrete Cylinder Pipe (PCCP), Steel Pipe or Ductile Iron Pipe. Construction will also include tunneling, river crossings, highway crossings, deep excavation, jack-and-bore, construction of remote-operated valves and impressed and passive cathodic protection services. Significant portions of the project will be within a ComEd right of way (ROW) and some areas will be impacted by adjacent wetlands. The CBBEL-Arcadis Team further understands that this project will be funded using local funds, Congressionally Directed Spending (CDS) funds, and Water Infrastructure Finance and Innovation Act (WIFIA) funds.

This specific RFP requires construction engineering services for Bid Package: FW-1/25 (Section 1). The installation of 36" PCCP transmission pipe in the ROW of Douglas Road, Wolf's Crossing Road, and Harvey Road terminates at the intersection of a ComEd ROW. The contract requires the installation of approximately 26,000 LF of 36" PCCP transmission pipe by open cut and trenchless methods, six butterfly valves, one remote operated butterfly valve, 18 air release valves and six blowoff valves. Cathodic protection will be installed to protect the transmission main. The restoration includes 18,000 CY of trench backfill (select material) and 25,000 CY of trench backfill (native material). The contract also includes Traffic Control, Erosion Control, Existing Utilities Relocation, and restoration of impacted pavements.

The work is located in Oswego, Illinois and unincorporated Kendall County.

WATERLINK COMMUNITIES PROGRAM SCHEDULE



4 RELEVANT FIRM EXPERIENCE

The CBBEL-Arcadis Team has performed construction inspection for many similar communities on large-diameter water transmission projects. Within this section we present relevant projects performed by our Team. Our Team is very familiar with the USEPA's Water Infrastructure Finance and Innovation Action (WIFIA) program and has performed due diligence assessments evaluating multi-billion-dollar water and wastewater projects.

WATER TRANSMISSION PROJECT EXPERIENCE

Our Team's conveyance experience includes both open channel and buried conduit designs. The buried pipeline projects use the full spectrum of available materials including: cast iron, ductile iron, steel, reinforced concrete, asbestos cement, polyvinyl chloride (PVC), and polyethylene pipe. The CBBEL-Arcadis Team has designed and installed transmission pipelines ranging in diameter from 4 to 98 inches, and over 40 miles in length. We bring expertise in geotechnical, geophysical, pipe material, hydraulic and construction engineering disciplines.

WATER TRANSMISSION PROJECT EXPERIENCE

The CBBEL-Arcadis Team's conveyance experience includes both open channel and buried conduit designs. The buried pipeline projects use the full spectrum of available materials including: cast iron, ductile iron, steel, reinforced concrete, asbestos cement, polyvinyl chloride (PVC), and polyethylene pipe. The CBBEL-Arcadis Team has designed and installed transmission pipelines ranging in diameter from 4 to 98 inches, and over 40 miles in length. We bring expertise in geotechnical, geophysical, pipe material, hydraulic and construction engineering disciplines.

RELEVANT PROJECT EXPERIENCE

We invite you to review the relevant project experience of the CBBEL-Arcadis Team presented within the remainder of this section. All of these projects are relevant to this project and include owner contact information and key personnel involved



Spur Two Main (Bid Package No. 7B) Project

Oak Lawn & Orland Park, IL (2023-2024)







Project Type

- Phase III Engineering
- Water Main & Transmission Main Improvements
- Utility Coordination
- Documentation

Project Team

W. Daniel Crosson, PE
Project Manager

Timothy Carter
Resident Engineer

William Schultz, EI
On-Site Structural Engineer

Matthew Lewandowski, EI
Inspector

John Caruso, PE
Mechanical Shop Drawing Review

Client

Village of Oak Lawn
William Meyer
wmeyer@oaklawn-il.gov
708.499.7749

Construction Cost

$21.2 million
(Contract Bid Award)

Fee

$800 thousand

Funding Source

Local / IEPA Loan

Scope of work includes a break in connection to Orland Park's reinforced concrete underground reservoir.

Included in this project is installation of approximately 10,825 feet of 30-inch water transmission main with associated fittings, valves, meters, air and blowoff valves; two jack and bore locations with 48-inch steel casing pipe totaling 279 feet; replacement of a 6-inch to 36-inch storm and sanitary sewers with watermain quality pipe and associated catch basins and manholes; road restoration including catch basin, curb, and inlet restoration/adjustments; restoration of vegetated areas including permanent seeding; utilities protections; maintenance of traffic; and erosion control. Work at the main pump station site includes building the new North Intake Facility, approximately 250 feet of 36-inch transmission main and 90 feet of 48-inch transmission main with associated fittings and valves. One connection to 36-inch CIP pipe and one connection to 36-inch PCCP, restoration of a bike path, school parking lot, and vegetated areas including permanent seeding; utilities protections; and erosion control.

Phase III Services Included:

The scope of services for bid package No. 7B includes providing engineering services for the following: Design Services During Construction, Construction Management, Construction Project Controls, Closeout Administration and other services identified by the owner. These engineering services include the following tasks, site inspections, submittal reviews, requests for information, change orders, construction meetings, public outreach and communications, progress meetings and reports, quality controls and quality assurance, on-site coordination, loan assistance and compliance, permit compliance, document controls, and project closeout administration. Loan management and assistance to owner for reimbursement from IEPA.

- Review of shop drawings and submittals
- Construction observation, including verification contractor conforms with contract documents, inspection of traffic control, inspection of erosion control measures, witnessing water main testing, and measurement of quantities
- Reviewing and make recommendation on changes to the contract for Village approval
- Preparation of weekly updates for Village
- Acting as Village liaison with various stakeholders: Village of Oak Lawn, Village of Orland Park, local school districts, ComEd, Kinder Morgan Pipelines, Will County, and MWRD
- Providing documentation monitoring the contractor progress
- Preparation of pay estimates for Village approval
- Preparation of loan disbursements to IEPA
- Coordination with stakeholders: weekly reports and meetings

Regional Water System (Bid Package No. 6A) Project

Oak Lawn, IL (2020)







Project Type

- Phase II Engineering
- Phase III Engineering
- Water Main & Transmission Main Improvements
- Permitting
- Plans & Specifications

Project Team

Andrew Pufundt, PE
Project Manager

Darren Olson, PE
Project Manager

W. Daniel Crosson, PE
Resident Engineer

Client

Village of Oak Lawn
William Meyer
wmeyer@oaklawn-il.gov
708.499.7749

Construction Cost

$56 million

Fee

$175 thousand

Funding Source

IEPA SRF Loan / Local

Over 4.5 miles of large diameter (60-inch) steel transmission water main was installed within ComEd and Cook County Forest Preserve property including microtunnels beneath the Cal-Sag Channel, railroad tracks, and various creeks.

The Oak Lawn Regional Water System (OLRWS) is constructing a redundant water line to increase capacity and provide more reliable service to their customer communities. The project is being constructed in phases. Bid Package 6A included the installation of approximately 24,515 lineal feet of 60-inch diameter steel transmission water main with associated fittings, valves, meters, air and blowoff valves, future connections, and cathodic protection. The water main was constructed mainly through a ComEd corridor (between the lattice towers from IL Route 83 to 131st St.) and within property owned by the Cook County Forest Preserve (131st St. to 151st St.). The work included microtunneling beneath the Cal-Sag Channel with drop shafts roughly 70 feet deep, and beneath the Norfolk Southern Railroad tracks, Navajo Creek and Tinley Creek. Restoration included rehabilitation of a baseball field, roadway crossings, recreational facilities, replacement of bike trails, and plantings.

Phase II Services Included:

Regrading plans and typical sections were prepared for isolated areas within the ComEd corridor and easement limits to keep as much of the excavated spoils onsite and minimize the amount of material to be disposed of at a landfill. Landscape restoration plans were prepared with native plantings to improve stormwater management within the corridor and minimize runoff. It was estimated that the value engineered solutions saved over $1.0M in construction costs.

Phase III Services Included:

CBBEL provided supplemental construction observation services for the construction of Bid Package 6A. Engineering services included construction management, site inspections, project scheduling, submittal reviews, requests for information, construction meetings, public outreach, permit compliance, soil erosion and sediment control inspections, and review of change order submittals.

- Review of shop drawings and submittals
- Construction observation, including verification contractor conforms with contract documents, inspection of traffic control, inspection of erosion control measures, witnessing water main testing, and measurement of quantities
- Reviewing and making recommendations on changes to the contract for OLRWS approval
- Participation in weekly progress meetings
- Coordination with various stakeholders: Village of Oak Lawn, City of Palos Heights, Park District, ComEd, Cook County Forest Preserve, and various regulatory permitting agencies
- Providing documentation monitoring the contractor's progress

PAWP CW 112 Well and Raw Water Line

Columbus, OH



Client
City of Columbus, OH

Client Contact
Jerry Hetterscheidt
Project Manager
City of Columbus, DOW
gjhetterscheidt@columbus.gov
614-645-6125

Project Duration
March 2022-Present

Project Cost
$1,534,500 – Design
$1,300,000 – Anticipated Construction Administration

Key Personnel
Bill Landshof, PE*
Matt McCutcheon, PE*
David Lunn, PE*
Nicholas Kallmyer, PE**

*Professional Engineer – OH
**Professional Engineer - IL

The City of Columbus operates three drinking water treatment plants to meet the water needs of its service area. Recent development has resulted in rapidly increasing demands on the city's drinking water supply infrastructure including its water treatment plants. To meet an increasing demand, the addition of a 13.4 MGD (20 MGD peak) radial collector well (CW 112) was designed and to be constructed, increasing supply to the Parsons Ave Water Plant (PAWP). The collector well will be constructed in a caisson to an approximate depth of 130ft and an inside diameter of 20ft. A well house with pumps and controls was designed on top of the caisson structure. Pumps will convey the raw water approximately 2,600LF from the well site through a proposed 36in and 42in PCCP (AWWA C301/C302) pipeline to a new connection with an existing 42in PCCP pipeline that connects to the head of the WTP.

The raw water main (RWM) is primarily installed using open-cut methods, with approximately 325lf constructed via micro-tunneling beneath Big Walnut Creek. Subsurface conditions presented significant challenges, including non-cohesive gravel soils, high groundwater levels, and a 40-foot vertical distance from the creek bank to tunnel shafts—raising risks of hydraulic uplift and water infiltration.

To address these conditions, Arcadis specified a closed-face earth pressure balance (EPB) micro-tunneling method to maintain tunnel face stability and minimize soil loss and water intrusion. Reinforced concrete cylinder pipe (RCCP, AWWA C304) was recommended for its strength under jacking pressures.

Tunnel shaft design and dewatering risks were mitigated through sealed shaft construction, a detailed dewatering plan, and strict technical specifications, all developed and reviewed by experienced subject matter experts.

The connection to the existing PCCP RWM required design coordination with the previous plans to select a location that fit within the previous pipe-lay-schedule. The connection design provided alternates between a tee and a wye. Local PCCP manufactures were contacted to ensure each alternate could be constructed and that any price difference between the two was minimized. Ultimately, the client preferred the tee connection for the project.

Construction is expected to start in Q3 2025 with a 12 to 18-month construction schedule to allow for seasonal downtime when the Big Walnut Creek floods.

Build Up Cook Program

Cook County, IL



Build Up Cook brings Cook County's resources to communities in the Chicagoland area to address capital and infrastructure needs in historically disadvantaged communities to improve the overall quality of life across Cook County. The County has committed $30 million in historic federal investments to the program and is also investigating other funding opportunities to increase that investment. The program also looks to help build community capacity to attract additional public funds, continue capital planning, maintain assets, assess sites, etc. In supporting communities to strengthen capacity and the maintenance of infrastructure after funds are expended, the County hopes to help improve resiliency through the economic recovery and beyond. Types of projects supported by Build Up Cook include water infrastructure, environmental and sustainability, digital infrastructure, transportation infrastructure, facility and site renovation, and capacity building. Water infrastructure projects include stormwater management as well as drinking water improvement, wastewater management and sewer system upgrades.

Arcadis is currently providing technical services to support the County's free lead service line identification and replacement program. Arcadis has also had discussions with County leaders regarding use of the Greater Chicago Watershed Alliance's Natural Solutions Tool to identifying severe flooding areas in historically disadvantaged communities and recommend potential locations to site green infrastructure and other nature-based solutions to mitigate flooding. Arcadis has provided project management, construction management, capacity building support and funding assistance for 26 municipalities. Four communities will receive IEPA forgiveness loans for lead service line removal totaling $12M for the first year, and approximately $30M in the second year.

Client
Cook County, IL

Client Contact
Drew Williams-Clark
Director Cook County Build Up Cook,
(312) 603-0046
andrew.williams-clark@cookcountyil.gov

Contract Duration
July 2023-July 2026

Key Personnel
Jeannie Krueger
Nana Ohene- Adu
Javier Briz
Melissa Markowicz
Jamie McMillan

Lake Michigan Water Receiving Station

Bartlett, IL (2017-2019)







Project Type

- Phase II Engineering
- Phase III Engineering
- Mechanical/Electrical Engineering
- Pump Station
- Cost Estimates

Project Team

Mark Emory, PE
Project Manager

John Caruso, PE
QA/QC

Kevin Baldwin, PE
Project Engineer

Gerald Hennelly
Electrical Engineer

Client

Village of Bartlett
Dan Dinges
ddinges@bartlettil.gov
630-837-0811

Construction Cost

$7.1 million

Fee

$450 thousand - Phase II
$449 thousand - Phase III

Funding Source

IEPA SRF Loan
USEPA Grant

CBBEL provided design and construction engineering services to convert the Village of Bartlett to a Lake Michigan water supply source.

The project consists of the design and construction of receiving facilities for the Village's new Lake Michigan Water connection to the DuPage Water Commission (DWC). The facilities are constructed on the Village's 24.5 acre public works campus and include 3.0 million gallons of ground storage in two 1.5 million gallon tanks, a 60' x 80' receiving station building, a 10 MGD pumping station with seven variable speed pumps; pressure adjustment and rate of flow control of the water received from DWC, emergency standby electrical power generator, traveling bridge crane, metering, pressure and level monitoring, automated PLC based station controls, new SCADA for all of the Village's water facilities, disinfection system with residual monitoring, yard piping and landscaping. Modifications were also made at the Village's existing pump stations and water towers to accommodate the new Lake Michigan Water source.

Services included:

- Water System SCADA with 7 Remote Sites
- Topographical Surveying and preparation of Easements for DWC
- Design Engineering (Mechanical, Electrical, Structural, HVAC, Hydraulic, and Civil)
- Construction Engineering (Shop Drawing Review, Resident Engineering)

RELATED SERVICES:

- Potable Water Study Summarizing Source Water Alternatives Available for Planning the Village's Future Water Supply
- Public Presentations and Periodic Updates of Comparisons of Supply Alternatives during the Selection Period
- Assistance with Negotiating Water Agreements
- Preparation of IDNR Application, Testimony at Public Hearings to secure the Village's Lake Michigan Water Allocation
- WaterGEMS Water System Modeling of the New Lake Water Source and Water System Master Planning

5 EXPERIENCE WITH CONSTRUCTION MANAGEMENT SOFTWARE PLATFORMS

It is our understanding that the Program Manager will be utilizing Procore for the documentation of all construction related activities involved in the project. The proposed staff has not had prior experience with this platform, but is committed to complete any training required to become proficient users.



6 CRITICAL PROJECT ELEMENTS

Upon review of the scope of services presented in the Commission's RFP, the CBBEL-Arcadis Team brings experience with every aspect of your project needs and these critical project elements.

CRITICAL PROJECT ELEMENT	CBBEL-ARCADIS TEAM APPROACH / EXPERIENCE
Precast Concrete Cylinder Pipe (PCCP)	• The main construction element will be the installation, backfilling and testing of 36" PCCP transmission pipe. The Team will work with the Contractor to ensure proper joint assembly and grouting. We are committed to sending our inspection staff to a manufacturer's educational seminar regarding proper pipe installation and work with their field representatives during the installation. Contract requirements will be reviewed with the Contractor prior to pressure testing the transmission main.
RFI & Submittal Review Timeliness	• All Submittals and RFIs are documented in a log, including the RFI/ Submittal number, content, date of submittal, date of response, and response type. • Our RFI/Submittal team continually monitors for RFI/Submittals, and will promptly coordinate with the responsible project team members to ensure a well-informed, timely response.
Differing Site Conditions	• Differing site conditions are common and can cause construction delays, cost increases, and adds project risk. The project manager must communicate and collaborate to quickly find a solution that satisfies the project parameters, while minimizing impacts to schedule and budget. • As a result of a site visit, it was noted that there had been recent construction on Wolf's Crossing Road associated with the Sonoma Trails housing development. The construction engineering team will need to review the construction plans and specifications to verify the proper line items have been included in the contract and coordinate with the design team regarding what existing conditions were used in the plans.
Construction Delays	• Delays can be experienced for a number of unforeseen or uncontrollable reasons, weather or other natural events, phasing delays, access issues, and others. • When these delays occur, it is imperative to understand the root cause and document in real time, so the project record includes an accurate reflection. Our Project Team understands the risks for construction claims if delays are not identified in real time and will enforce the requirements of the contract to prevent the contractor from avoiding or re-assigning responsibility for lost time.
Trenchless Construction	• Tunnel shafts design must account for soil and groundwater conditions, requiring extra shoring, and/or dewatering either inside the shaft or outside drop wells. • Pits must be suitable to fit equipment and material and installed within confines of the work area. • Shaft wall penetrations and tunnel casing must be inspected and tested to ensure there are no leaks or soils infiltration. • Carrier pipe will be 100% inspected to ensure joints are sealed and restrained prior to installation in the tunnel and that all parties are satisfied before grouting, first fill, and testing.

CRITICAL PROJECT ELEMENT	CBBEL-ARCADIS TEAM APPROACH / EXPERIENCE
Project Work Coordination with PMO and Adjacent Projects	• Our Team has experience managing construction single projects of a multi-element program as well as managing projects with interdependent milestones to other correlating projects. • Our Team's management and field staff will establish trusting relationships with the PMO staff prior to construction start and will implement coordination meetings between any other interconnecting projects to facilitate work progress and physical connections.
Stakeholder Project Restrictions	• Projects often carry stakeholder restrictions, including site access, lane closures during holidays/special events, utility shutdown restrictions, and others. • It is noted that the transmission main is to be installed along the southern border and through a driveway at Oswego East High School. The Team will meet with District and School officials to coordinate truck and construction traffic routing to minimize conflicts with school activities. The Team will invite the District and School officials to weekly progress meetings during construction that impacts the school.
Cathodic Protection	• Cathodic Protection, passive or impressed current, may be necessary for pipeline projects for a number of reasons, including but not limited to: corrosive soils, pipe material and coatings, dissimilar metals, and nearby power lines. • As part of CBBEL's current work with the Oak Lawn Regional Water System, the Spur 2 project is installing a Cathodic Protection System with 14 test stations. System will provide cathodic protection and dissipates AC current on the installed ductile iron main pipe. As part of this project 4800 LF of transmission main was installed adjacent to ComEd transmission towers
Wetlands/SWPPP NPDES Stream Crossings	• The Team's NPDES Experience: Diverse in-house staff that has experience in environmental best practices. • Areas of expertise includes: - Wetland Delineation, Permitting, and Restoration - Pond & Lake Management - NPDES Permitting and Compliance - Maintenance & Monitoring Compliance - Endangered Species Assessment • Plans and site visit indicated several locations where the proposed transmission main crosses an existing stream. Care must be taken by the construction team to properly manage stormwater runoff at these locations. The construction team is familiar with erosion control best practices to manage runoff. Linear projects such as this are challenging as they create long stretches of disturbed soil and concentrate sediment laden discharges at stream crossings. The construction team will employ appropriate strategies to mitigate discharges outside the work zone.
Funding Reimbursement	Over $1 billion in grant/loan funding obtained, managed and federally complied for Chicago DWM. • Our funding experience covers a vast number of programs and agencies including the State Revolving Fund (SRF), United States Environmental Protection Agency (USEPA) Water Infrastructure Finance and Innovation (WIFIA) program, and various other federal and state organizations. We know what it takes to develop winning funding applications, and we understand the importance of compliance reporting and aggressive timelines for submittal. Our WIFIA experience includes execution of over $340M in funding for Chicago area municipalities.

7 PROJECT APPROACH

The CBBEL-Arcadis Team has discussed and reviewed the WaterLink Pipeline Project plans and specifications and would like to identify areas of this project that will require special attention:

PUBLIC OUTREACH

Our Resident Engineer, **TIMOTHY CARTER,** has extensive experience dealing with impacted municipalities, residents and businesses.

This contract requires extensive communication and coordination with the Commission, local agencies, utilities and residents. Residents must have confidence that the people responsible for managing the construction are considerate to their needs and concerns.

We have assembled a construction engineering team that is very familiar with impacted residents, the communities, and this type of work.

On other projects of this size, we have utilized neighborhood Open Houses or "Coffee with the Contractor" to provide an overview for the residents before commencement of construction. A combination of email updates and door hangers distributed to the impacted residents has been the most effective manner to advise residents of upcoming work on the projects. If the Village desires to have us utilize other social media approaches, we can provide that as well. A unified and consistent approach is the most effective means of communication with those who are impacted.

The following entities will need to receive accurate and timely information related to the project:

- Residents throughout the Village of Oswego and Kendall County
- Residents in the direct vicinity of the proposed work and construction zones
- Elected officials
- Village staff (Oswego, Kendall County Highway Department)
- IDOT
- Police and Fire (for emergency responses while construction is ongoing)
- Public Works divisions for coordination of utilities (Water, Sanitary and Storm Sewers, and Street Lighting)
- The County Forester (to ensure tree issues are anticipated and addressed)
- Other Public entities including the Park District and Oswego East High School and respective staff members
- Other utilities (Com Ed, NICOR, AT&T, Comcast, and any others)
- Bus companies for schools (including Summer School)
- Post office
- Refuse and recycling Contractors

Our success in implementing large-scale projects results from our inclusive approach and clear presentations to staff and board meetings. We develop exhibits to allow for clear visualization of the project components and we understand the expectations and requests of municipalities.

WIFIA

Our funding experience covers a vast number of programs and agencies including the State Revolving Fund (SRF), United States Environmental Protection Agency (USEPA) Water Infrastructure Finance and Innovation (WIFIA) program, and various other federal and state organizations. We know what it takes to develop winning funding applications, and we understand the importance of compliance reporting and aggressive timelines for submittal. Our WIFIA experience includes execution of over $340M in funding for Chicago area municipalities.

American Iron and Steel (AIS) is required on Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSFR). The CBBEL-Arcadis Team is familiar with AIS requirements, record keeping, and certifications required to meet AIS and SFR loans.



NPDES

The Construction Team will task a CBBEL staff member to monitor the site for NPDES compliance; this will be vital for the work throughout the project length. CBBEL's Environmental Department has extensive experience with work near regulated bodies of water. The Construction Team and environmental staff will monitor the construction site and assist with the proper application of SESC practices and Best Management Practices (BMP's) to control the off-site discharge of sediments and pollutants.



Prior to work beginning, The Construction Team will review permit requirements. The plan will include:

- Evaluating the soil borings to anticipate what material is suitable for backfill and topsoil re-spreading.
- Establish stockpile locations.
- Means of transporting the material to and from the stockpile locations.
- Erosion control protection of the stockpiles.
- Prevention of cross contamination.

SUBMITTALS

Due to long lead times on the watermain pipe and watermain hardware, expediting submittals will be a priority to the CBBEL-Arcadis Team. CBBEL's Mechanical Department will assist the construction staff for submittal reviews. **JOHN CARUSO, PE**, Arcadis and in-house staff have extensive experience designing, reviewing, and testing pump stations and reservoirs. CBBEL will work within the Program Manager's software.

SCHEDULE

It is critical to the community that a project with an extended duration is completed on time. The Construction Team will work with the Contractor to develop a progress schedule that is logical, accounts for any conflicts or permitting issues, and causes the least disruption to the homes, schools and parks. Discussion of the schedule will be an agenda item at every weekly progress meeting. If the Contractor falls behind more than 14 days, a revised schedule will be required. This revision will need to show how the Contractor intends to mitigate all delays. We note that the contract duration is 730 calendar days.

UTILITIES

The size of the underground facilities and piping proposed in this project requires that existing utilities are located on the plans as close as possible to their field locations. If conflicts exist, they need to be mitigated, preferably before construction commences, or the ability to make field adjustments if the locations are not known until the project begins. On our large diameter sewer and watermain projects, gas service, watermain and water services, sanitary main and services, and storm laterals required adjustments. Our goal is to identify these locations and create a detailed plan to resolve the conflicts to mitigate delays or inconveniences to area residents.

PCCP PIPE INSTALLATION

The key to the successful installation of PCCP pipe is the joint assembly. Proper joint assembly is critical for watertight connections and structural integrity. Prior to lowering into the excavation the joint surfaces need to be inspected for cleanliness, and the gasket or O-ring need to be free from cuts and defects. The gasket or O-ring need to be lubricated with a manufacturer approved material. The pipe pieces will be pulled together and the joint gap needs to be verified to be within specified tolerance.

The joint is then required to be grouted utilizing a grout diaper. As the grout is installed a verification will be required that the material is continuous around the circumference of the joint. Standards for the joint assembly are provided on Sheet 92 of the 90% plan set.

TRENCHLESS CONSTRUCTION

Numerous locations call for trenchless construction to install steel casing with two vertical shafts per location. Items that will require heightened coordination include:

1. Access to the vertical shaft locations.
2. Ground conditions indicate the possible presence of saturated sand which is problematic for trenchless construction.
3. Dewatering the vertical shafts during excavation and compliance with NPDES requirements.
4. Settlement control will need to be monitored per the direction set forth in the specifications.
5. Coordinating access to the shaft to allow for spoil removal and deliveries to the work site.
6. Review of any required contingency plans required at both these locations.

The Construction Team's proposed staff has years of experience with trenchless construction and will provide the construction team with the knowledge to make this project on time and on budget.



MOT

The 90% plans indicate several full closures with roadway detours will be incorporated during construction. The Team will make daily inspections of the required signage and report deficiencies to the Contractor. We will also review conditions of all permits required for the detour prior to implementation. We will contact the responsible first responder agencies and inform them of changes that will impact their ability to access homes and businesses.

SURVEY VERIFICATION

The Team will provide independent verification of the survey control for the project. We will also review the project specifications for required survey checks by the Contractor. The Team will provide periodic independent QC/QA verification of the as-built Transmission Main.

COORDINATION WITH CONTRACT #TW6-S2

A review of the 90% plans indicates coordination with other WaterLink projects. The Team will work with the PMO and other field staff to provide full transparency with any other impacted projects.

SCOPE OF SERVICES

In order to successfully complete this project, the CBBEL-Arcadis Team will perform, or be responsible for the performance of the services outlined in the RFP in connection with this project. The Construction Team will furnish qualified engineers, construction observers and/or technical personnel to perform these services. The following are the tasks that The Construction Team will use for the WaterLink Pipeline Project Bid Package: FW-1/25 (Section 1):

Task 1 – Submittals, RFI & Change Orders

1. Submittal Reviews: The Construction Team will utilize Procore on this project to review, track and take appropriate action upon submittals, samples, testing reports, Operation and Maintenance (O&M) Manuals, warranty statements, training related materials, and other information submitted by the Contractor for compliance with the Contract Documents. The reviews will not include the means, methods, techniques, sequences, or procedures of construction or safety of the Contractor.
2. Requests for Information: The Construction Team will utilize Procore for RFI's to provide input from the Commission and the Program Manager and respond to interpretations of the Contract Documents in response to Contractor-initiated Requests for Information (RFI).
3. Change Orders: The Construction Team will utilize Procore on this project prepare, manage, and document contract change orders, work change directives, and field orders. Review Contractor's proposed change orders and claims. Assist the Commission and Program Manager in negotiations and final resolution. Assist the Commission and Program Manager in review of the Contractor's cost proposals submitted by the Contractor arising from requests by the Commission, Program Manager, design conflicts, unanticipated site conditions, or other reasons. Submit draft change orders to the Commission and Program Manager for review. If required, prepare supplemental drawings and furnish additional instructions in writing as required for the proper execution of the work. Address comments and submit to the Commission and Program Manager for handling and distribution.

Task 2 – Construction Management

1. Construction Engineering Services Kick-Off Meeting: The Construction Team will hold the Construction Engineering Services Kick-Off meeting and include the Commission, the Village of Oswego, Kendall County DOT and neighboring communities, Program Manager, and Contractor. The Construction Engineering Services Kick-Off meeting will identify major project goals and team member roles and responsibilities, review the planned improvements, discuss project challenges, confirm data and information needs, and discuss construction schedule dates and milestones.

2. Public Outreach and Communications: The Construction Team will work closely with the Project Manager to compose a monthly report outlining activities completed in the prior month and construction activities and impacts to the public anticipated in the upcoming month. We will submit the monthly report to the Commission for review and approval. The Commission will post these reports on its website for residents, business owners, and staff information.

3. Attendance (by field staff): The Team will be available to attend all field training and partnering workshops held by the Commission.

4. Daily & Weekly Reports Program Manager: The Team will comply with the Program Manager's requirements regarding daily and weekly reporting. We assume that this task will be accomplished using the Procore software referred to in the RFP.

5. Construction Progress Meetings: The Construction Team will participate in Contractor-led construction progress meetings and provide input where necessary. We will prepare and distribute meeting notes to the Commission, impacted communities and Program Manager. Review the meeting minutes prepared and distributed by the Contractor.

6. WIFIA & State Revolving Fund Loan Administration: The Construction Team will assist the Program Manager in the administration of the WIFIA loan used to fund this project. The services may include but are not limited to:
   - Contractor payroll review and certification
   - Contractor Davis-Bacon wage compliance verification
   - Contract review
   - Invoicing
   - Contractor project related pay applications
   - The Construction Team will immediately report potential violations to the Commission and the Program Manager

7. Construction Team: During the active construction phase of this project, the Construction Team will work on a full-time basis. The Construction Team shall be responsible for construction observation and ensuring the Contractor's work is substantially in conformance with the plans and specifications. The Construction Team shall act as directed by and under the supervision of the Project Manager, and be responsible for the following tasks:

   A. Observation and Inspection: The Construction Team will be present on the construction site and will be responsible for the day-to-day observation and inspection of construction activities. The RPR shall inspect the installation of all work described within the Construction Documents.

   B. Contractor Progress Review: Review Contractor payment applications and document used and stored materials.

   C. Permit Compliance: Review Contractor-secured permits according to the local authorities having jurisdiction or utility companies.

   D. Environmental Health and Safety: The Contractor bears responsibility for its means and methods of construction and the safety of its site and workers. The Construction Team shall observe the Contractor's performance as it relates to the requirements in the Contractor's safety program, compliance with contract Environmental Health and Safety (EHS) requirements, and compliance with Job Hazard Analyses (JHA). System Start-Up, Testing, and Training: The Construction Team will observe performance tests and the initial operation of the project for the equipment, the facilities, and the system controls; observe start-up, commissioning of the project; coordinate and schedule training sessions for the Commission staff if required.



E. Public Outreach and Communications: The Construction Team shall provide the following services related to the residents and businesses of the Village of Oswego, Kendall County and impacted communities:

- Respond to their questions that may come in via emails, phone calls, or direct messages to the Commission, impacted communities and staff.
- Keep them updated about the current and upcoming construction activities via hand-delivered flyers, emails, phone calls, in-person meetings, etc.
- Prepare and hand deliver flyers to residents and businesses who may be impacted by construction activities. Information on the flyer may include traffic/parking issues, water and other service interruptions or restrictions, safety concerns, etc

F. Other Services: All other services to meet the requirements of the Construction Documents and delivery of a successful project.



Task 3 – Construction Project Controls

1. Document Controls: The Construction Team will utilize Procore on this project to maintain logs of submittals, shop drawings, tests, RFIs, change orders, work change directives, and other correspondence as it relates to the work.
2. Schedule of Values: The Construction Team will review the Contractor's schedule of values to verify that the proposed values are in accordance with the Contract Documents and appropriately represent the value of the work described.
3. Construction Schedule Review: The Construction Team will review the Contractor's initial baseline and monthly progress schedule updates. Schedule must demonstrate the Contractor's progress to complete the work within the specified contract times, reflect challenges that have arisen, and plans to address those challenges. Prepare a monthly report summarizing the schedule, trends, discrepancies noted in the schedule, and share the information with the Commission, Program Manager, and the Contractor.
4. Record Drawings: The Team will maintain a field-set of Record Drawings with notes and changes entered on a daily basis.

Task 4 - Closeout Administration

The Construction Team shall proactively manage action items necessary for closing out the construction contract and issue the final payment to the Contractor in a timely manner.

- Confirm completion of construction contract punch list and change order Work.
- Complete the final construction subcontractor log and evaluation.
- Ensure permits are properly closed out.
- Determine final overrun/underruns to adjust final construction contract and change order work to its final cost.
- Collect and document final inspection and abatement records for contaminants of concern.
- Prepare a spare parts inventory and log. Inform the Commission about the available spare parts.
- Collect training/testing records.
- Compile manufacturer certifications, warrantees, and software licenses.
- Review the Contractor's request for the substantial completion payment.
- Prepare contract extension of time as necessary and approved by the Commission and Program Manager.
- Conduct a Contractor final evaluation.
- Review final record documents.
- Conduct and document a final construction survey.
- Issue the final payment to the Contractor.
- Archiving final records documents and field documents and uploaded to the project website. Final record drawings to be archived in DWG and PDF formats. Field documents include submittals, O&M Manuals, and RPR daily reports in .pdf format.

8 ORGANIZATIONAL CHART

WATERLINK PIPELINE PROJECT
[BID PACKAGE: FW-1/25 (SECTION 1)]
CONSTRUCTION ENGINEERING SERVICES

PROJECT MANAGER
W. Daniel Crosson, PE

RESIDENT ENGINEER
Timothy Carter

PRECAST CONCRETE CYLINDER WATERMAIN PROJECT LEAD
Nick Kallmyer, PE

INSPECTOR
Matthew Lewandowski, EI

DOCUMENTATION ENGINEER
Kristen Marquie, EI

MECHANICAL SUBMITTALS
John Caruso, PE

NPDES
Adam Janicki, LC-DECI

LAYOUT VERIFICATION
John Murphy, PE, PLS

WIFIA LOAN ADMINISTRATOR
Jeannie Krueger, PMP, MSP

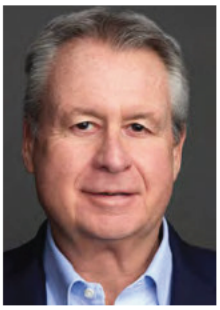
■ CBBEL ■ Arcadis

PROJECT TEAM

Our project team has been assembled to take advantage of the unique strengths and experience of our staff to meet all of the Commission's engineering needs. Their experience will allow for a successful and efficient completion of this project. We are committed to completing all projects to the Commission's satisfaction and making sure that our client's are a priority with a regards to staffing and scheduling.

Our proposed team members are full-time in their respective roles; they are not generalists who occasionally perform specialty tasks. The project team is available on an immediate basis. The organizational chart shown illustrates our anticipated staffing and work structure. When necessary, we are always available to call on more resources to meet any requests by the Commission.

Full resumes of key personnel are available upon request.



W. Daniel Crosson, PE | Project Manager

YEARS EXPERIENCE: 40
YEARS WITH CBBEL: 31

EDUCATION
Bachelor of Science, 1993
Civil Engineering,
Construction Management,
Illinois Institute of
Technology

PROFESSIONAL REGISTRATION
Professional Engineer, IL,
062. 052377, 1998

DAN CROSSON leads a staff of 55 engineers and technicians. He oversees CBBEL's Phase III contracts for CDOT, Illinois Tollway and IDOT. Dan has previously provided Resident Engineering services to numerous public and private sector clients, including IDOT, Illinois Tollway and the Capital Development Board. Throughout Dan's career at CBBEL he has overseen hundreds of miles of roadway construction and over $100 million of roadway constructed. Dan served as FEMA Project Officer for Hurricane Katrina and Hurricane Rita Reimbursement, assigned to Austin and East Texas.

RECENT PROJECT EXPERIENCE INCLUDES:
Spur 2 Water Main, Village of Oak Lawn



Timothy Carter | Resident Engineer

YEARS EXPERIENCE: 34
YEARS WITH CBBEL: 2

CERTIFICATIONS
OSHA 10 Hour Training

PROFESSIONAL DEVELOPMENT
SMC Soil Erosion and
Sediment Control Course

IDOT QC/QA 3-Day
Aggregate for Mixtures

IDOT QC/QA Hot Mix Asphalt
Level I

IDOT Pavement
Construction Inspection

IDOT QC/QA PCC Level I
Technician

ACI Concrete Field Testing
Technician - Grade I

TIM CARTER brings to CBBEL more than 34 years of industry experience in surveying, inspection and project / group management capacities. He has strong field project management and leadership skills. Proven ability to ensure projects are delivered within budget, prior to deadline, as well as in compliance with client specifications and industry standards. Areas of expertise includes:

RECENT PROJECT EXPERIENCE INCLUDES:
Spur 2 Water Main Project, Village of Oak Lawn
Kimber & Haines Water Main Replacement, Village of New Lenox
Joliet Water Main Improvements Program, City of Joliet*

**prior experience*



Nick Kallmyer, PE | Precast Concrete Cylinder Watermain Project Lead

YEARS EXPERIENCE: 10
YEARS WITH ARCADIS: 7

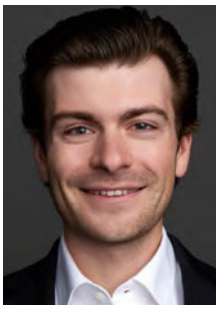
EDUCATION
BS, Civil Engineering, Milwaukee School of Engineering

PROFESSIONAL REGISTRATION
Professional Engineer – TX (IL and WI in progress).

NASSCO Certified PACP User

NICK KALLMYER joined Arcadis in 2018 as a Project Engineer with a focus on water distribution and wastewater collection systems. Project experience includes design and project management of lift station, sanitary sewer, and potable pipeline design and rehabilitation. He has a strong background in project management, condition assessment, and subsurface rehabilitation work, with a firm understanding of CIPP, lining and coating systems. Experience also includes leading water system modeling teams for both new and existing systems in support of I&I reduction and CIP programs. Nick is an Air Force veteran, having served as Mission Manager and Intelligence Analyst, including a deployment to Southwest Asia.

RECENT PROJECT EXPERIENCE INCLUDES:
- Martha Washington/Highlands Area MIS Improvements | Milwaukee Metropolitan Sewerage District, WI
- North Harris County Regional Water Authority 84-in Water Line | North Harris County Regional Water Authority, Houston, TX
- James & North Main Lift Station Rehabilitation | City of Baytown, Baytown, TX
- Large Diameter Sewer Condition Assessment and Rehabilitation | Little Rock Water Reclamation Authority, Little Rock, AK
- Sanitary Sewer Overflow Mitigation Project | Statewide - TX



Matthew Lewandowski, EI | Inspector

YEARS EXPERIENCE: 3
YEARS WITH CBBEL: 3

EDUCATION
Bachelor of Science, 2022
Civil Engineering
University of Illinois at Urbana-Champaign

PROFESSIONAL REGISTRATION
Engineer Intern, IL, 061.042727, 2024

CERTIFICATIONS
Documentation of Contract Quantities, IDOT, 23-20592

MATT LEWANDOWSKI is a Civil Engineer experienced in construction engineering. Responsibilities include construction observation, project reports, documentation of quantities, pay estimates, coordination of material testing and inspection, site surveys, and interaction with the contractor and client.

RECENT PROJECT EXPERIENCE INCLUDES:
- Valencia Drive Water Main Replacement, Village of Shorewood
- Spur 2 Water Main, Village of Oak Lawn
- NorthPoint Development Third Coast Intermodal Hub, City of Joliet
- Oak Park Avenue Sanitary Sewer Rehabilitation, Village of Chicago Ridge
- Major Avenue Water Main Replacement, Village of Chicago Ridge



Kristen Marquie, EI | Documentation Engineer

YEARS EXPERIENCE: 23
YEARS WITH CBBEL: 23

EDUCATION
Bachelor of Science, 2002
Construction Engineering Management
Purdue University

PROFESSIONAL REGISTRATION
Engineer Intern, IN

CERTIFICATIONS
Documentation of Contract Quantities, IDOT, 20-18073

KRISTEN MARQUIE is a Civil Engineer experienced in resident engineer duties, specializing in documentation. Her previous experience includes on-site construction observation, documentation of quantities and coordination and verification of materials testing and inspection. This allows Kristen to specialize in contract documentation, contract changes and pay requests, and her involvement in all aspects of the projects allows quick close out. Kristen has been trained and has experience using IDOT's Construction & Materials Management System (CMMS).

RECENT PROJECT EXPERIENCE INCLUDES:
- Rand Road - Central Road - Mount Prospect Road [IDOT Contract #61H44], Village of Mount Prospect
- Gross Point Road [IDOT Contract #61H23], Village of Skokie
- Neighborhood Storage Project – Phase 3, Village of Wilmette
- Howard Street (IDOT Contract #61G30), City of Evanston
- Broadway Street Reconstruction & Streetscape (IDOT Contract #87710), Village of Coal City



John Caruso, PE | Mechanical Submittals

YEARS EXPERIENCE: 37
YEARS WITH CBBEL: 37

EDUCATION
Bachelor of Science, 1988
Mechanical Engineering
University of Illinois at Chicago

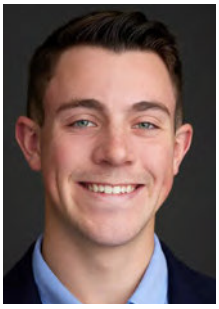
PROFESSIONAL REGISTRATION
Professional Engineer, IL, 062.048356, 1993

Professional Engineer, IN, PE11012145, 2010

Professional Engineer, CO, PE.0059191, 2021

JOHN CARUSO is a Professional Engineer experienced in design of mechanical/electrical engineering projects. Experience includes pump station design, water model studies, roadway and site lighting design, SCADA system design and irrigation design. Participated and/or acted as Resident Engineer on various potable water and sewage related pumping station projects, roadway lighting, and stormwater management projects.

RECENT PROJECT EXPERIENCE INCLUDES:
- Spur 2 Water Main, Village of Oak Lawn



Adam Janicki, LC-DECI | NPDES

YEARS EXPERIENCE: 4
YEARS WITH CBBEL: 4

EDUCATION
Bachelor of Science, 2021
Environmental Science Policy & Management, University of Minnesota

CERTIFICATIONS
Green Badge, O'Hare International Airport, Chicago Department of Aviation

Designated Erosion Control Inspector (DECI), Lake County

Construction General Permit Site Inspector, USEPA

ADAM JANICKI is an enthusiastic, resourceful, and dedicated Environmental Resources Project Specialist with a wide variety of experience performing environmental assessments, ensuring regulatory compliance, and providing advisory services to clients with the goal of reducing environmental impacts.

Adam is responsible for assessing and applying projects, with a signatory role, for ILR10 General NPDES Permits for Storm Water Discharges from Construction Site Activities using the Environmental Protection Agency's NPDES eReporting Tool (NeT CGP) in their Central Data Exchange (CDX). He also has experience in preparing Stormwater Pollution Prevention Plans (SWPPP) for projects requiring NPDES Permits.

RECENT PROJECT EXPERIENCE INCLUDES:
- Commonwealth Edison Contractor Oversight (NPDES)
- Long Lake Shoreline Stabilization Project, Community of Long Lake (DECI)
- Commonwealth Edison 34KV Relocation in HED CHU7, ESSJ307 Wavetrap Access in HED CHU4, & Osmose Pole Replacements in HED CHU2, Village of Romeoville (SESC):



John Murphy, PE, PLS | Layout Verification

YEARS EXPERIENCE: 40
YEARS WITH CBBEL: 27

EDUCATION
Bachelor of Science, 1987
Civil Engineering
Wentworth Institute of Technology

JOHN MURPHY is a Professional Engineer and Land Surveyor accountable for managing office and field survey personnel. Responsibilities include establishment and maintenance of survey procedures; budgets and contract preparation; logistical planning and research; and supervision of staff and calculations of survey data.

PROFESSIONAL REGISTRATION
Professional Land Surveyor, IL, 035003421, 2001

Professional Land Surveyor, IN, 20400062, 2004

Professional Land Surveyor, MA, 40040, 1997

Professional Land Surveyor, WI, 2548-8, 2000

Professional Engineer, MA, 41050, 1999

Professional Engineer, IL, 062.061506, 2009



Jeannie Krueger, PMP, MSP | WIFIA Loan Administrator

YEARS EXPERIENCE: 26
YEARS WITH ARCADIS: 8

EDUCATION
MBA, Business Administration, Keller Graduate School of Management, 2016

BBA, Business Administration, LeTourneau University, 2002

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS
Managing Successful Programmes (MSP), Arcadis Program Management Academy

PMI Project Management Professional (PMP)

JEANNIE KRUEGER has been in the program management and program controls field for over 26 years, with consulting experience primarily in oil & gas, utility, and municipal clients. She has developed and maintained many multibillion-dollar capital budgets on large scale projects and programs both domestically and internationally throughout her career. Jeannie is currently an Arcadis Program Manager. She has her Master of Business Administration and is a certified PMI Project Management Professional (PMP).

RECENT PROJECT EXPERIENCE INCLUDES:

- Department of Water Management Capital Improvement Program | Chicago Dept. of Water Management, Chicago, IL
- Build Up Cook Program | Cook County, IL
- Senior Cost Engineer | Swift Worldwide Resources, Contracted to BP, IN
- Lead Cost Engineer | Link Oil & Gas, Contracted to Chevron, Houston, TX
- Project Cost Analyst | Rider Hunt International, Contracted to Marathon Oil Company, Houston, TX
- Project Cost/Schedule Analyst | Air Resources Americas LLC, Contracted to Amerada Hess, Houston, TX
- Project Cost Engineer | Air Resources Americas LLC, Contracted to ConocoPhillips, Houston, TX



DuPage Water Commission - Cost Estimate of Consultant Services

THE WATERLINK PIPELINE PROJECT BID PACKAGE: FW-1/25 (SECTION 1)

Firm: Christopher B. Burke Engineering Ltd.

Signature: _____

Date: May 30, 2025

	Element of Work	Staff Hours	Services by Others	Cost Total by Task	% of Total
Task 1	Preconstruction Services	110		$17,000.00	2.0%
Task 2	Shop Drawing Review	210		$34,050.00	3.9%
Task 3	Construction Observation	4050		$585,770.00	67.8%
Task 4	Construction Documentation			$62,800.00	7.3%
Task 5	Construction Observation / Documentation **(Arcadis)**		$110,880.00	$110,880.00	12.8%
Task 6	Loan Administration **(Arcadis)**		$6,050.00	$6,050.00	0.7%
Task 7	Project Closeout				
	Direct Costs (Vehicle/Transportation)			$47,450.00	5.5%
	TOTALS	4370	$116,930.00	**$864,000.00**	**100.00%**

** Based upon 730 calendar days.*

		Personnel & Hours							
		Engineer VI	Engineer IV	Engineer I/II	Engineering Technician V	Survey V	Total Hours	% of Hours	Total Cost
	Rate	$265.00	$157.00	$99.00	$188.00	$228.00			
Task 1	Preconstruction Services	10		50	50		110	2.5%	$ 17,000.00
Task 2	Shop Drawing Review	10	200				210	4.8%	$ 34,050.00
Task 3	Construction Observation	10		2000	2000	40	4050	92.7%	$ 585,770.00
Task 4	Construction Documentation		400						$ 62,800.00
Task 5	Construction Observation / Documentation **(Arcadis)**								
Task 6	Loan Administration **(Arcadis)**								$ -
Task 7	Project Closeout								$ -
	Subtotal	30	600	2050	2050	40	4370		
	% of Hours	0.7%	13.7%	46.9%	46.9%	0.9%			
	Total Cost	$ 7,950.00	$ 94,200.00	$ 202,950.00	$ 385,400.00	$ 9,120.00	$ 699,620.00		$ 699,620.00
	Construction Observation / Documentation **(Arcadis)**								$ 110,880.00
	Loan Administration **(Arcadis)**								$ 6,050.00
	Direct Costs (Daily Vehicle Rate)								$ 47,450.00
	Total Cost								**$ 864,000.00**

DuPage Water Commission - Cost Estimate of Consultant Services

THE WATERLINK PIPELINE PROJECT BID PACKAGE: FW-1/25 (SECTION 1)

Firm: Arcadis

Date: May 30, 2025

	Element of Work	Staff Hours	Services by Others	Cost Total by Task	% of Total
Task 1	Preconstruction Services	30		$6,050.00	5.2%
Task 2	Shop Drawing Review	36		$6,360.00	5.4%
Task 3	Construction Observation				
Task 4	Construction Documentation				
Task 5	Construction Observation / Documentation **(Arcadis)**	440		$92,400.00	79.0%
Task 6	Loan Administration **(Arcadis)**	52		$12,120.00	10.4%
Task 7	Project Closeout				
	Direct Costs (Vehicle/Transportation)				
	TOTALS	558		**$116,930.00**	**100.00%**

** Based upon 730 calendar days.*

		Personnel & Hours							
		Engineer VI	Engineer IV	Engineer I/II	Engineering Technician V	Survey V			
		Krueger	Kallmyer, Briz	Greco					
	Rate	$285.00	$210.00	$160.00	$225.00	$245.00	Total Hours	% of Hours	Total Cost
Task 1	Preconstruction Services	6	10	14			30	5.4%	$ 6,050.00
1a	Contract Review	2	4						
1b	Pre-bid Questions and Bid Review	2	4	8					
1c	General Contract Comments	2	2	6					
Task 2	Shop Drawing Review		12	24			36	6.5%	$ 6,360.00
2a	RFIs (7 RFIs, 3 hours per)		7	14					
2b	Submittals (5 submittals, 3 hours per)		5	10					
Task 3	Construction Observation		320				320	57.3%	$ 67,200.00
3a	Project Startup Site Visits for PCCP Install (4 weeks total)		160						
3b	Critical Install Site Visits; tunnels, connections (4 weeks Total)		160						
Task 4	Construction Documentation		120				120	21.5%	$ 25,200.00
4a	Construction Observation Site Reports (1.5hrs)		120						
Task 5	Construction Observation / Documentation **(Arcadis)**								
Task 6	Loan Administration **(Arcadis)**	16	36				52	9.3%	$ 12,120.00
Task 7	Project Closeout								$ -
	Subtotal	28	960	76			558	100.0%	

	% of Hours	5.0%	172.0%	13.6%					
	Total Cost	$ 7,980.00	$ 201,600.00	$ 12,160.00	$ -	$ -	$ 221,740.00		$ 116,930.00
	Construction Observation / Documentation **(Arcadis)**								
	Loan Administration **(Arcadis)**								
	Direct Costs (Daily Vehicle Rate)								
	Total Cost								**$ 116,930.00**

MAY 30, 2025

WATERLINK PIPELINE PROJECT
[BID PACKAGE: FW-1/25 (SECTION 2)]

CONTRUCTION ENGINEERING SERVICES





SUBMITTED TO:
JEFF LOSTER, PE
ENGINEERING MANAGER
DUPAGE WATER COMMISSION
600 BUTTERFIELD ROAD
ELMHURST, IL 60126-4642

Christopher B. Burke Engineering, Ltd

ARCADIS

May 30, 2025

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

Attention: Jeff Loster, PE
Engineering Manager

Subject: Request for Proposal
Waterlink Pipeline Project
[Bid Package: FW-1/25 (Section 2)]
Construction Engineering Services

Dear Mr. Loster:

Christopher B. Burke Engineering, Ltd. (CBBEL) in association with Arcadis is pleased to submit our proposal to DuPage Water Commission (the Commission) to provide construction engineering services for the Waterlink Pipeline Project [Bid Package: FW-1/25 (Section 2)]. Included in this package are three (3) hard copies and one (1) pdf of our submittal.

The contact person for this proposal is W. Daniel Crosson, PE, CBBEL's Executive Vice President and Head of our Construction Engineering Department. Dan is available to answer any of your questions regarding this submittal.

We have provided qualifications for the proposed Resident Engineer, Timothy Carter and our proposed Project Team. Tim has more than 34 years of industry experience in surveying, inspection and project/group management capacities. We have included his current resume and some recent project experience for your reference. He will be responsible for day-to-day contact with the Commission during the course of the project.

The material provided in this proposal represents our ability and eagerness to perform the required services for the Commission. We trust that it will demonstrate our understanding of the project and our expertise to perform the assignment. The CBBEL-Arcadis Team looks forward to working with the Commission and is committed to completing the work to your satisfaction and within the required time schedule.

If you have any questions, please do not hesitate to contact us.

Sincerely,



W. Daniel Crosson, PE
Executive Vice President
Christopher B. Burke Engineering Ltd.
dcrosson@cbbel.com | 847.823.0500

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SECTION 2 FIRM QUALIFICATIONS

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SECTION 5 EXPERIENCE WITH CONSTRUCTION MANAGEMENT SOFTWARE PLATFORMS

SECTION 6 CRITICAL PROJECT ELEMENTS

SECTION 7 PROJECT APPROACH

SECTION 8 PROJECT TEAM



TAB 1
FIRM INFORMATION

1

CHRISTOPHER B. BURKE ENGINEERING, LTD. (CBBEL)

9575 W. Higgins Rd., Ste. 600 Rosemont, IL 60018
cbbel.com | (847) 823-0500 | cbbel@cbbel.com

LOCKPORT OFFICE
16221 W. 159th St., Ste. 201
Lockport, IL 60441
T: (815) 770-2850



Founded in 1986, CBBEL is a full-service consulting engineering and surveying firm committed to delivering accurate, timely and cost-effective solutions to a wide range of engineering and environmental challenges.

Our Illinois-based staff is comprised of more than 240 experienced and innovative professionals who provide engineering, surveying and environmental services. With 13 distinct departments, our team's expansive list of specializations provides a depth of expertise that promotes project success.

WHAT WE DO

Since its founding nearly four decades ago, our company and the complexity of our projects have seen significant growth. We are proud of our successful, long-term relationships with a wide variety of clients, including municipalities, counties, townships, sanitary districts and drainage districts throughout Chicagoland. We have served as lead engineer on a variety of major municipal and county undertakings, including the design, permitting and construction of numerous major transportation and roadway projects, multi-use paths, bike lanes, bridges, flood control reservoirs, pump stations, storm sewers, large open channels and water systems.

As a full-service firm, we conduct water resource-related studies and perform GIS services, environmental resource assessments, mitigation planning and permitting, as well as a host of traditional civil engineering services.

100 LICENSED PROFESSIONALS

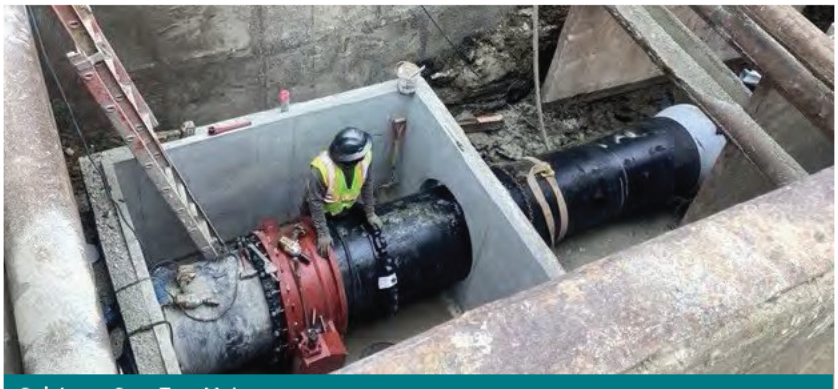
TOTAL STAFF **240**

39 YEARS IN BUSINESS


MWRDGC Addison Creek Reservoir Project



FPDCC Des Plaines River Trail Improvement Project


Oak Lawn Spur Two Main


Algonquin Main Street Reconstruction Project

About Arcadis

Arcadis is a nationally recognized consulting, design, engineering, and construction services firm. The vast depth of our resources enables us to successfully deliver responsive, efficient, cost-effective services to our local clients. We have an extensive network that is supported by strong local market positions so that we can confidently support this project. With offices in the Chicago area, we are close-at-hand and available at a moment's notice to respond to your day-to-day needs. Whether planning, designing or providing construction services for new distribution and transmission lines, rehabilitating older systems, or providing regulatory support for corrosion control, Arcadis has the experience and expertise to help utilities safely and efficiently transport water from its source to the treatment facility, and ultimately to the customer.

With a 135-year history in environmental and water consulting and engineering, Arcadis has been serving municipal clients in the Chicago area and the upper Midwest since 2004 and has helped many utilities produce and distribute high-quality drinking water efficiently and cost-effectively. For over a decade, Arcadis and our partners served as the Program Manager for the Chicago Department of Water Management to support its aggressive water main replacement and facilities improvement program. Through that program, we have developed numerous cooperative working relationships with consultants and contractors local to the region, investing back into our employees and the Chicago area.

The Arcadis Chicago-area offices include over 170 personnel, specializing in water resources (stormwater, wastewater, flood management and related water services); program and construction management and inspection; contaminated site evaluation and remediation; planning and permitting; property redevelopment; and transactional services. As a global firm with more than 36,000 employees worldwide and $5 billion in gross revenues, we have full access to the knowledge and expertise of local, national, and worldwide engineers, scientists, planners, management consultants and support staff, enabling us to offer a global perspective combined with local knowledge.



TAB 2
FIRM QUALIFICATIONS

2 FIRM QUALIFICATIONS

The CBBEL-Arcadis Team has all the capabilities the Commission is seeking including program management, construction management and inspection services, stakeholder engagement and communications services, funding and federal grant compliance and permitting experience.

The CBBEL-Arcadis Team has performed construction inspection services for water main installations for the following communities.

MUNICIPALITY	
Algonquin, Village of	New Lenox, Village of
Cary, Village of	Oak Brook, Village of
Chicago Ridge, Village of	Oak Lawn, Village of
Clarendon Hills, Village of	River Forest, Village of
Crest Hill, City of	Rosemont, Village of
Forest Park, Village of	Shorewood, Village of
Joliet, City of	Westchester, Village of
Lincolnwood, Village of	Westmont, Village of
Lockport, City of	Wilmette, Village of
Lombard, Village of	Zion, City of
Mount Prospect, Village of	

PROGRAM MANAGEMENT SERVICES

The CBBEL-Arcadis Team has designed and provided resident engineering inspection (REI) for hundreds of water main and sewer projects within communities both locally and nationwide. This experience allows us to understand the critical ancillary activities that will be important to manage as part of project delivery to minimize risk and successfully deliver the projects. These activities include coordination with project stakeholders including residents, utility companies, and local businesses; the protection and maintenance of existing structures, facilities and utilities; maintenance of traffic flow; establishment and maintenance of sediment and erosion control measures; maintenance, protection, as required; connection of new pipe to existing piping and manholes; dewatering; accommodation of drainage; bypass pumping; and protection and restoration of property. Our Project Manager, **W. DANIEL CROSSON, PE** has been providing Construction Engineering Services on major projects in the Chicagoland area for 40 years. His team's experience in the rehabilitation of water transmission systems in Chicagoland combined with Arcadis' local and national water system experience provides the CBBEL-Arcadis Team with in-depth knowledge of virtually all traditional and state-of-the-art rehabilitation techniques.

CONSTRUCTION MANAGEMENT / REI SERVICES OFFERED:

- Inspection
- Oversight of construction site health and safety
- Construction meetings
- Daily inspection reports
- Contractors' progress payments
- Change orders
- Testing and material samples
- Equipment, material, shop, preliminary, and final field tests
- Acceptance inspection and certification
- RFI and design clarification processing

CONSTRUCTION SUPPORT SERVICES OFFERED:

- Cost estimating
- Constructibility reviews
- Scheduling
- Shop drawing review
- Claims avoidance
- Start-up assistance
- Permitting
- Drafting
- Negotiating change orders

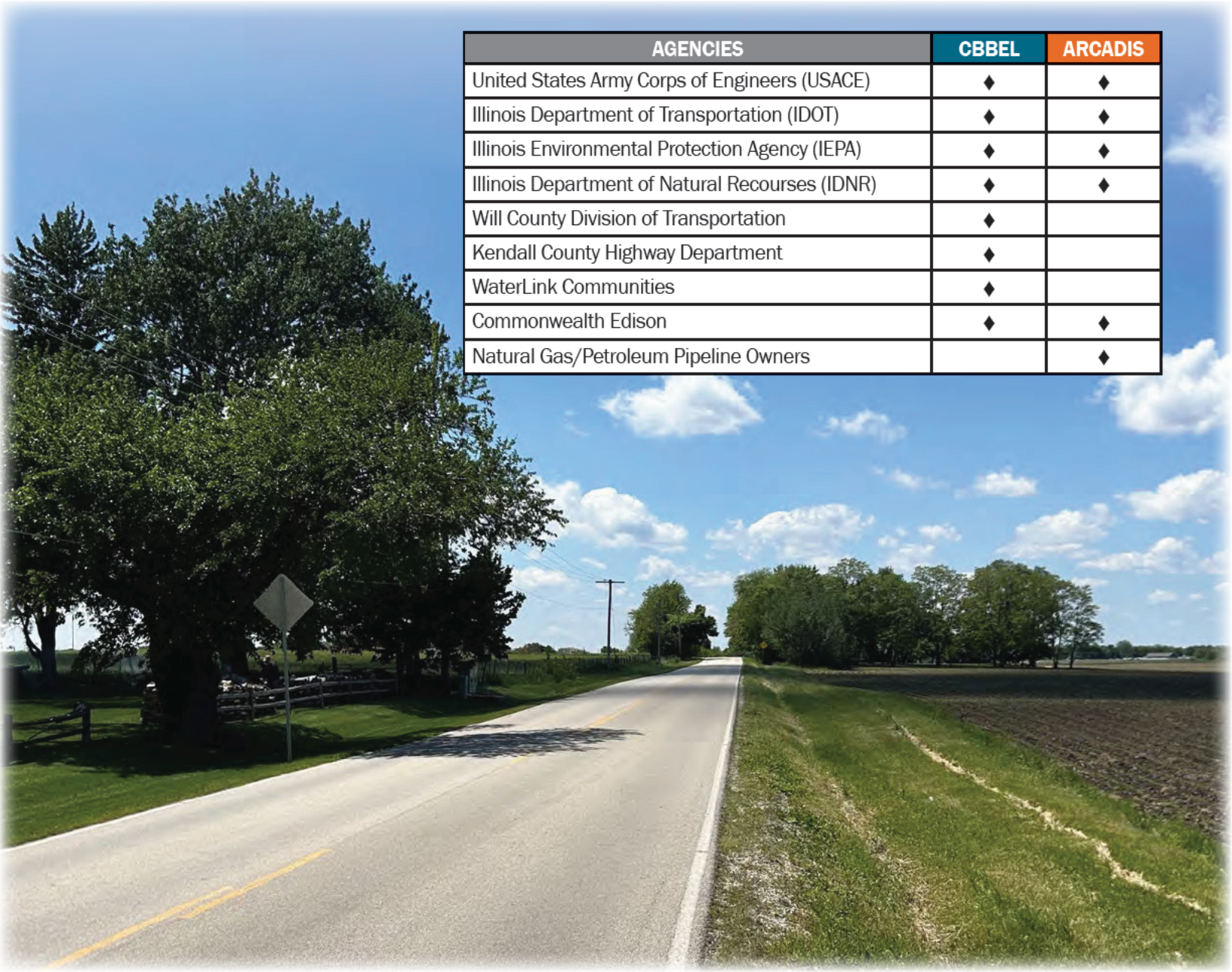
PERMITTING / AGENCY COORDINATION

The CBBEL-Arcadis Team has experience coordinating with all of the various agencies anticipated to be involved in the WaterLink Communities Program. For example, CBBEL is a certified ComEd Contractor and is familiar with their requirements while working in ComEd ROW's. Personnel working on ComEd property, whether a construction worker or a professional consultant, are required to follow ComEd safety and OSHA standards. Each firm's experience related to the agencies involved in the WaterLink Communities program is highlighted in the table below.

FUNDING / GRANT MANAGEMENT

The CBBEL-Arcadis Team can help maximize the use of grant funding for utilities to achieve their goals while mitigating the impacts of rate increases. Over the last several years, we have helped our municipal utility clients procure over $5 billion in grants and low or no-interest loans. Our experience covers a vast number of programs and agencies including the State Revolving Fund (SRF), Federal Emergency Management Agency (FEMA), United States Department of Housing and Urban Development (HUD), United States Environmental Protection Agency (USEPA) Water Infrastructure Finance and Innovation (WIFIA) program, and various other federal and state organizations. We know what it takes to develop winning funding and grant applications, understand the competitive environment and aggressive timelines for submittal, and can work through the pipeline of grant applications that are envisioned.

AGENCIES	CBBEL	ARCADIS
United States Army Corps of Engineers (USACE)	♦	♦
Illinois Department of Transportation (IDOT)	♦	♦
Illinois Environmental Protection Agency (IEPA)	♦	♦
Illinois Department of Natural Recourses (IDNR)	♦	♦
Will County Division of Transportation	♦	
Kendall County Highway Department	♦	
WaterLink Communities	♦	
Commonwealth Edison	♦	♦
Natural Gas/Petroleum Pipeline Owners		♦



TAB 3
PROJECT UNDERSTANDING

3 PROJECT UNDERSTANDING

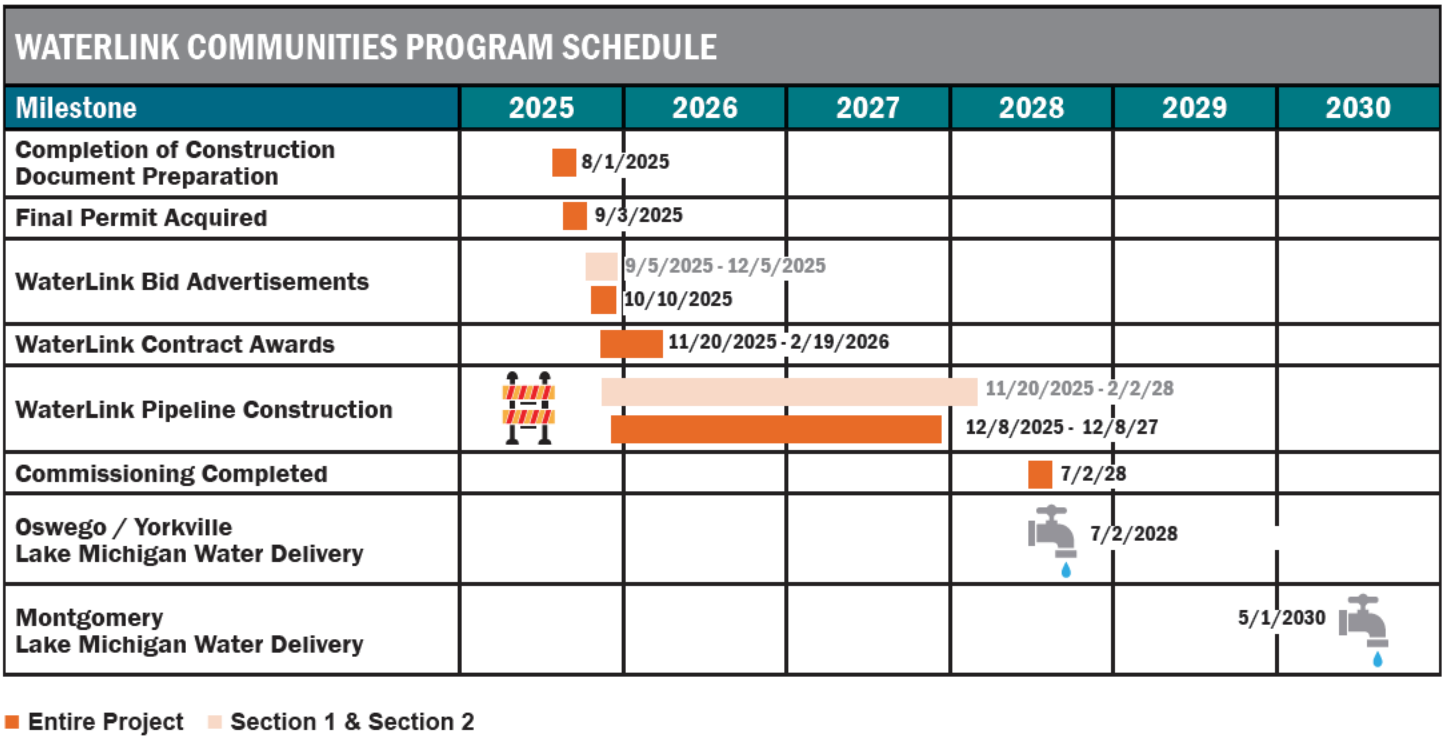
The CBBEL-Arcadis Team understands the Commission intends to provide Lake Michigan drinking water to the WaterLink communities through a singular point of connection to the Commission's existing 48" PCCP at Book Road and 75th Street in Naperville via a transmission main and network of smaller diameter distribution mains. A total of seven delivery structures (three for Oswego, two for Montgomery and two for Yorkville) will be fed by approximately 31 miles of pipeline, ranging from 54" to 16" in diameter. Pipeline materials may consist of Prestressed Concrete Cylinder Pipe (PCCP), Steel Pipe or Ductile Iron Pipe. Construction will also include tunneling, river crossings, highway crossings, deep excavation, jack-and-bore, construction of remote-operated valves and impressed and passive cathodic protection services. Significant portions of the project will be within a ComEd right of way (ROW) and some areas will be impacted by adjacent wetlands. The CBBEL-Arcadis Team further understands that this project will be funded using local funds, Congressionally Directed Spending (CDS) funds, and Water Infrastructure Finance and Innovation Act (WIFIA) funds.

This specific RFP requires construction engineering services for Bid Package: FW-1/25 (Section 2). The installation of 36" PCCP transmission pipe is in the ROW of Collins Road between Minkler Road and Douglas Road. The contract requires the installation of approximately 21,500 LF of 36" PCCP transmission pipe by open cut and trenchless methods, four butterfly valves, one remote operated butterfly valve, 13 air release valves and five blowoff valves. Cathodic protection will be installed to protect the transmission main. The restoration includes 4,300 CY of trench backfill (select material) and 26,500 CY of trench backfill (native material). The contract also includes Traffic Control, Erosion Control, Existing Utilities Relocation, and restoration of impacted pavements.

The work is located in Oswego, Illinois and unincorporated Kendall County.

We note that the section of Collins Road between Minkler Road and Grove Road was recently improved by the Kendall County Highway Department.

WATERLINK COMMUNITIES PROGRAM SCHEDULE



TAB 4
RELEVANT FIRM EXPERIENCE

4 RELEVANT FIRM EXPERIENCE

The CBBEL-Arcadis Team has performed construction inspection for many similar communities on large-diameter water transmission projects. Within this section we present relevant projects performed by our Team. Our Team is very familiar with the USEPA's Water Infrastructure Finance and Innovation Action (WIFIA) program and has performed due diligence assessments evaluating multi-billion-dollar water and wastewater projects.

WATER TRANSMISSION PROJECT EXPERIENCE

Our Team's conveyance experience includes both open channel and buried conduit designs. The buried pipeline projects use the full spectrum of available materials including: cast iron, ductile iron, steel, reinforced concrete, asbestos cement, polyvinyl chloride (PVC), and polyethylene pipe. The CBBEL-Arcadis Team has designed and installed transmission pipelines ranging in diameter from 4 to 98 inches, and over 40 miles in length. We bring expertise in geotechnical, geophysical, pipe material, hydraulic and construction engineering disciplines.

WATER TRANSMISSION PROJECT EXPERIENCE

The CBBEL-Arcadis Team's conveyance experience includes both open channel and buried conduit designs. The buried pipeline projects use the full spectrum of available materials including: cast iron, ductile iron, steel, reinforced concrete, asbestos cement, polyvinyl chloride (PVC), and polyethylene pipe. The CBBEL-Arcadis Team has designed and installed transmission pipelines ranging in diameter from 4 to 98 inches, and over 40 miles in length. We bring expertise in geotechnical, geophysical, pipe material, hydraulic and construction engineering disciplines.

RELEVANT PROJECT EXPERIENCE

We invite you to review the relevant project experience of the CBBEL-Arcadis Team presented within the remainder of this section. All of these projects are relevant to this project and include owner contact information and key personnel involved.



Spur Two Main (Bid Package No. 7B) Project

Oak Lawn & Orland Park, IL (2023-2024)







Project Type

- Phase III Engineering
- Water Main & Transmission Main Improvements
- Utility Coordination
- Documentation

Project Team

W. Daniel Crosson, PE
Project Manager

Timothy Carter
Resident Engineer

William Schultz, EI
On-Site Structural Engineer

Matthew Lewandowski, EI
Inspector

John Caruso, PE
Mechanical Shop Drawing Review

Client

Village of Oak Lawn
William Meyer
wmeyer@oaklawn-il.gov
708.499.7749

Construction Cost

$21.2 million
(Contract Bid Award)

Fee

$800 thousand

Funding Source

Local / IEPA Loan

Scope of work includes a break in connection to Orland Park's reinforced concrete underground reservoir.

Included in this project is installation of approximately 10,825 feet of 30-inch water transmission main with associated fittings, valves, meters, air and blowoff valves; two jack and bore locations with 48-inch steel casing pipe totaling 279 feet; replacement of a 6-inch to 36-inch storm and sanitary sewers with watermain quality pipe and associated catch basins and manholes; road restoration including catch basin, curb, and inlet restoration/adjustments; restoration of vegetated areas including permanent seeding; utilities protections; maintenance of traffic; and erosion control. Work at the main pump station site includes building the new North Intake Facility, approximately 250 feet of 36-inch transmission main and 90 feet of 48-inch transmission main with associated fittings and valves. One connection to 36-inch CIP pipe and one connection to 36-inch PCCP, restoration of a bike path, school parking lot, and vegetated areas including permanent seeding; utilities protections; and erosion control.

Phase III Services Included:

The scope of services for bid package No. 7B includes providing engineering services for the following: Design Services During Construction, Construction Management, Construction Project Controls, Closeout Administration and other services identified by the owner. These engineering services include the following tasks, site inspections, submittal reviews, requests for information, change orders, construction meetings, public outreach and communications, progress meetings and reports, quality controls and quality assurance, on-site coordination, loan assistance and compliance, permit compliance, document controls, and project closeout administration. Loan management and assistance to owner for reimbursement from IEPA.

- Review of shop drawings and submittals
- Construction observation, including verification contractor conforms with contract documents, inspection of traffic control, inspection of erosion control measures, witnessing water main testing, and measurement of quantities
- Reviewing and make recommendation on changes to the contract for Village approval
- Preparation of weekly updates for Village
- Acting as Village liaison with various stakeholders: Village of Oak Lawn, Village of Orland Park, local school districts, ComEd, Kinder Morgan Pipelines, Will County, and MWRD
- Providing documentation monitoring the contractor progress
- Preparation of pay estimates for Village approval
- Preparation of loan disbursements to IEPA
- Coordination with stakeholders: weekly reports and meetings

Regional Water System (Bid Package No. 6A) Project

Oak Lawn, IL (2020)







Project Type

- Phase II Engineering
- Phase III Engineering
- Water Main & Transmission Main Improvements
- Permitting
- Plans & Specifications

Project Team

Andrew Pufundt, PE
Project Manager

Darren Olson, PE
Project Manager

W. Daniel Crosson, PE
Resident Engineer

Client

Village of Oak Lawn
William Meyer
wmeyer@oaklawn-il.gov
708.499.7749

Construction Cost

$56 million

Fee

$175 thousand

Funding Source

IEPA SRF Loan / Local

Over 4.5 miles of large diameter (60-inch) steel transmission water main was installed within ComEd and Cook County Forest Preserve property including microtunnels beneath the Cal-Sag Channel, railroad tracks, and various creeks.

The Oak Lawn Regional Water System (OLRWS) is constructing a redundant water line to increase capacity and provide more reliable service to their customer communities. The project is being constructed in phases. Bid Package 6A included the installation of approximately 24,515 lineal feet of 60-inch diameter steel transmission water main with associated fittings, valves, meters, air and blowoff valves, future connections, and cathodic protection. The water main was constructed mainly through a ComEd corridor (between the lattice towers from IL Route 83 to 131st St.) and within property owned by the Cook County Forest Preserve (131st St. to 151st St.). The work included microtunneling beneath the Cal-Sag Channel with drop shafts roughly 70 feet deep, and beneath the Norfolk Southern Railroad tracks, Navajo Creek and Tinley Creek. Restoration included rehabilitation of a baseball field, roadway crossings, recreational facilities, replacement of bike trails, and plantings.

Phase II Services Included:

Regrading plans and typical sections were prepared for isolated areas within the ComEd corridor and easement limits to keep as much of the excavated spoils onsite and minimize the amount of material to be disposed of at a landfill. Landscape restoration plans were prepared with native plantings to improve stormwater management within the corridor and minimize runoff. It was estimated that the value engineered solutions saved over $1.0M in construction costs.

Phase III Services Included:

CBBEL provided supplemental construction observation services for the construction of Bid Package 6A. Engineering services included construction management, site inspections, project scheduling, submittal reviews, requests for information, construction meetings, public outreach, permit compliance, soil erosion and sediment control inspections, and review of change order submittals.

- Review of shop drawings and submittals
- Construction observation, including verification contractor conforms with contract documents, inspection of traffic control, inspection of erosion control measures, witnessing water main testing, and measurement of quantities
- Reviewing and making recommendations on changes to the contract for OLRWS approval
- Participation in weekly progress meetings
- Coordination with various stakeholders: Village of Oak Lawn, City of Palos Heights, Park District, ComEd, Cook County Forest Preserve, and various regulatory permitting agencies
- Providing documentation monitoring the contractor's progress

PAWP CW 112 Well and Raw Water Line

Columbus, OH



Client
City of Columbus, OH

Client Contact
Jerry Hetterscheidt
Project Manager
City of Columbus, DOW
gjhetterscheidt@columbus.gov
614-645-6125

Project Duration
March 2022-Present

Project Cost
$1,534,500 – Design
$1,300,000 – Anticipated Construction Administration

Key Personnel
Bill Landshof, PE*
Matt McCutcheon, PE*
David Lunn, PE*
Nicholas Kallmyer, PE**

*Professional Engineer – OH
**Professional Engineer - IL

The City of Columbus operates three drinking water treatment plants to meet the water needs of its service area. Recent development has resulted in rapidly increasing demands on the city's drinking water supply infrastructure including its water treatment plants. To meet an increasing demand, the addition of a 13.4 MGD (20 MGD peak) radial collector well (CW 112) was designed and to be constructed, increasing supply to the Parsons Ave Water Plant (PAWP). The collector well will be constructed in a caisson to an approximate depth of 130ft and an inside diameter of 20ft. A well house with pumps and controls was designed on top of the caisson structure. Pumps will convey the raw water approximately 2,600LF from the well site through a proposed 36in and 42in PCCP (AWWA C301/C302) pipeline to a new connection with an existing 42in PCCP pipeline that connects to the head of the WTP.

The raw water main (RWM) is primarily installed using open-cut methods, with approximately 325lf constructed via micro-tunneling beneath Big Walnut Creek. Subsurface conditions presented significant challenges, including non-cohesive gravel soils, high groundwater levels, and a 40-foot vertical distance from the creek bank to tunnel shafts—raising risks of hydraulic uplift and water infiltration.

To address these conditions, Arcadis specified a closed-face earth pressure balance (EPB) micro-tunneling method to maintain tunnel face stability and minimize soil loss and water intrusion. Reinforced concrete cylinder pipe (RCCP, AWWA C304) was recommended for its strength under jacking pressures.

Tunnel shaft design and dewatering risks were mitigated through sealed shaft construction, a detailed dewatering plan, and strict technical specifications, all developed and reviewed by experienced subject matter experts.

The connection to the existing PCCP RWM required design coordination with the previous plans to select a location that fit within the previous pipe-lay-schedule. The connection design provided alternates between a tee and a wye. Local PCCP manufactures were contacted to ensure each alternate could be constructed and that any price difference between the two was minimized. Ultimately, the client preferred the tee connection for the project.

Construction is expected to start in Q3 2025 with a 12 to 18-month construction schedule to allow for seasonal downtime when the Big Walnut Creek floods.

Build Up Cook Program

Cook County, IL



Build Up Cook brings Cook County's resources to communities in the Chicagoland area to address capital and infrastructure needs in historically disadvantaged communities to improve the overall quality of life across Cook County. The County has committed $30 million in historic federal investments to the program and is also investigating other funding opportunities to increase that investment. The program also looks to help build community capacity to attract additional public funds, continue capital planning, maintain assets, assess sites, etc. In supporting communities to strengthen capacity and the maintenance of infrastructure after funds are expended, the County hopes to help improve resiliency through the economic recovery and beyond. Types of projects supported by Build Up Cook include water infrastructure, environmental and sustainability, digital infrastructure, transportation infrastructure, facility and site renovation, and capacity building. Water infrastructure projects include stormwater management as well as drinking water improvement, wastewater management and sewer system upgrades.

Arcadis is currently providing technical services to support the County's free lead service line identification and replacement program. Arcadis has also had discussions with County leaders regarding use of the Greater Chicago Watershed Alliance's Natural Solutions Tool to identifying severe flooding areas in historically disadvantaged communities and recommend potential locations to site green infrastructure and other nature-based solutions to mitigate flooding. Arcadis has provided project management, construction management, capacity building support and funding assistance for 26 municipalities. Four communities will receive IEPA forgiveness loans for lead service line removal totaling $12M for the first year, and approximately $30M in the second year.

Client
Cook County, IL

Client Contact
Drew Williams-Clark
Director Cook County Build Up Cook,
(312) 603-0046
andrew.williams-clark@cookcountyil.gov

Contract Duration
July 2023-July 2026

Key Personnel
Jeannie Krueger
Nana Ohene- Adu
Javier Briz
Melissa Markowicz
Jamie McMillan

Lake Michigan Water Receiving Station

Bartlett, IL (2017-2019)







Project Type

- Phase II Engineering
- Phase III Engineering
- Mechanical/Electrical Engineering
- Pump Station
- Cost Estimates

Project Team

Mark Emory, PE
Project Manager

John Caruso, PE
QA/QC

Kevin Baldwin, PE
Project Engineer

Gerald Hennelly
Electrical Engineer

Client

Village of Bartlett
Dan Dinges
ddinges@bartlettil.gov
630-837-0811

Construction Cost

$7.1 million

Fee

$450 thousand - Phase II
$449 thousand - Phase III

Funding Source

IEPA SRF Loan
USEPA Grant

CBBEL provided design and construction engineering services to convert the Village of Bartlett to a Lake Michigan water supply source.

The project consists of the design and construction of receiving facilities for the Village's new Lake Michigan Water connection to the DuPage Water Commission (DWC). The facilities are constructed on the Village's 24.5 acre public works campus and include 3.0 million gallons of ground storage in two 1.5 million gallon tanks, a 60' x 80' receiving station building, a 10 MGD pumping station with seven variable speed pumps; pressure adjustment and rate of flow control of the water received from DWC, emergency standby electrical power generator, traveling bridge crane, metering, pressure and level monitoring, automated PLC based station controls, new SCADA for all of the Village's water facilities, disinfection system with residual monitoring, yard piping and landscaping. Modifications were also made at the Village's existing pump stations and water towers to accommodate the new Lake Michigan Water source.

Services included:

- Water System SCADA with 7 Remote Sites
- Topographical Surveying and preparation of Easements for DWC
- Design Engineering (Mechanical, Electrical, Structural, HVAC, Hydraulic, and Civil)
- Construction Engineering (Shop Drawing Review, Resident Engineering)

RELATED SERVICES:

- Potable Water Study Summarizing Source Water Alternatives Available for Planning the Village's Future Water Supply
- Public Presentations and Periodic Updates of Comparisons of Supply Alternatives during the Selection Period
- Assistance with Negotiating Water Agreements
- Preparation of IDNR Application, Testimony at Public Hearings to secure the Village's Lake Michigan Water Allocation
- WaterGEMS Water System Modeling of the New Lake Water Source and Water System Master Planning

TAB 5
EXPERIENCE WITH CONSTRUCTION MANAGEMENT SOFTWARE PLATFORMS

5 EXPERIENCE WITH CONSTRUCTION MANAGEMENT SOFTWARE PLATFORMS

It is our understanding that the Program Manager will be utilizing Procore for the documentation of all construction related activities involved in the project. The proposed staff has not had prior experience with this platform, but is committed to complete any training required to become proficient users.



TAB 6
CRITICAL PROJECT ELEMENTS

6 CRITICAL PROJECT ELEMENTS

Upon review of the scope of services presented in the Commission's RFP, the CBBEL-Arcadis Team brings experience with every aspect of your project needs and these critical project elements.

CRITICAL PROJECT ELEMENT	CBBEL-ARCADIS TEAM APPROACH / EXPERIENCE
Precast Concrete Cylinder Pipe (PCCP)	• The main construction element will be the installation, backfilling and testing of 36" PCCP transmission pipe. The Team will work with the Contractor to ensure proper joint assembly and grouting. We are committed to sending our inspection staff to a manufacturer's educational seminar regarding proper pipe installation and work with their field representatives during the installation. Contract requirements will be reviewed with the Contractor prior to pressure testing the transmission main.
RFI & Submittal Review Timeliness	• All Submittals and RFIs are documented in a log, including the RFI/ Submittal number, content, date of submittal, date of response, and response type. • Our RFI/Submittal team continually monitors for RFI/Submittals, and will promptly coordinate with the responsible project team members to ensure a well-informed, timely response.
Differing Site Conditions	• Differing site conditions are common and can cause construction delays, cost increases, and adds project risk. The project manager must communicate and collaborate to quickly find a solution that satisfies the project parameters, while minimizing impacts to schedule and budget. • There has been extensive roadway work recently completed on the west end of Collins Road between Minkler Road and Grove Road. The Team will need to verify that the construction plan documents have adopted the changed existing conditions and the contract has adequate line items to complete restoration. The principle stakeholders for the roadway project are Kendall County Highway Department and the Village of Oswego.
Construction Delays	• Delays can be experienced for a number of unforeseen or uncontrollable reasons, weather or other natural events, phasing delays, access issues, and others. • When these delays occur, it is imperative to understand the root cause and document in real time, so the project record includes an accurate reflection. Our Project Team understands the risks for construction claims if delays are not identified in real time and will enforce the requirements of the contract to prevent the contractor from avoiding or re-assigning responsibility for lost time.
Trenchless Construction	• Tunnel shafts design must account for soil and groundwater conditions, requiring extra shoring, and/or dewatering either inside the shaft or outside drop wells. • Pits must be suitable to fit equipment and material and installed within confines of the work area. • Shaft wall penetrations and tunnel casing must be inspected and tested to ensure there are no leaks or soils infiltration. • Carrier pipe will be 100% inspected to ensure joints are sealed and restrained prior to installation in the tunnel and that all parties are satisfied before grouting, first fill, and testing.

CRITICAL PROJECT ELEMENT	CBBEL-ARCADIS TEAM APPROACH / EXPERIENCE
Project Work Coordination with PMO and Adjacent Projects	• Our Team has experience managing construction single projects of a multi-element program as well as managing projects with interdependent milestones to other correlating projects. • Our Team's management and field staff will establish trusting relationships with the PMO staff prior to construction start and will implement coordination meetings between any other interconnecting projects to facilitate work progress and physical connections.
Stakeholder Project Restrictions	• Projects often carry stakeholder restrictions, including site access, lane closures during holidays/special events, utility shutdown restrictions, and others. • We are aware that the major stakeholders for the recently completed improvements on Collins Road are the Village of Oswego and Kendall County Highway Department.
Cathodic Protection	• Cathodic Protection, passive or impressed current, may be necessary for pipeline projects for a number of reasons, including but not limited to: corrosive soils, pipe material and coatings, dissimilar metals, and nearby power lines. • As part of CBBEL's current work with the Oak Lawn Regional Water System, the Spur 2 project is installing a Cathodic Protection System with 14 test stations. System will provide cathodic protection and dissipates AC current on the installed ductile iron main pipe. As part of this project 4800 LF of transmission main was installed adjacent to ComEd transmission towers
Wetlands/SWPPP NPDES Stream Crossings	• The Team's NPDES Experience: Diverse in-house staff that has experience in environmental best practices. • Areas of expertise includes: - Wetland Delineation, Permitting, and Restoration - Pond & Lake Management - NPDES Permitting and Compliance - Maintenance & Monitoring Compliance - Endangered Species Assessment • Plans, Box Culvert (Sheet 15) and site visit indicated several locations where the proposed transmission main crosses an existing stream. Care must be taken by the construction team to properly manage stormwater runoff at these locations. The construction team is familiar with erosion control best practices to manage runoff. Linear projects such as this are challenging as they create long stretches of disturbed soil and concentrate sediment laden discharges at stream crossings. The construction team will employ appropriate strategies to mitigate discharges outside the work zone.
Funding Reimbursement	Over $1 billion in grant/loan funding obtained, managed and federally complied for Chicago DWM. • Our funding experience covers a vast number of programs and agencies including the State Revolving Fund (SRF), United States Environmental Protection Agency (USEPA) Water Infrastructure Finance and Innovation (WIFIA) program, and various other federal and state organizations. We know what it takes to develop winning funding applications, and we understand the importance of compliance reporting and aggressive timelines for submittal. Our WIFIA experience includes execution of over $340M in funding for Chicago area municipalities.

TAB 7
PROJECT APPROACH

7 PROJECT APPROACH

The CBBEL-Arcadis Team has discussed and reviewed the WaterLink Pipeline Project plans and specifications and would like to identify areas of this project that will require special attention:

PUBLIC OUTREACH

Our Resident Engineer, **TIMOTHY CARTER,** has extensive experience dealing with impacted municipalities, residents and businesses.

This contract requires extensive communication and coordination with the Commission, local agencies, utilities and residents. Residents must have confidence that the people responsible for managing the construction are considerate to their needs and concerns.

We have assembled a construction engineering team that is very familiar with impacted residents, the communities, and this type of work.

On other projects of this size, we have utilized neighborhood Open Houses or "Coffee with the Contractor" to provide an overview for the residents before commencement of construction. A combination of email updates and door hangers distributed to the impacted residents has been the most effective manner to advise residents of upcoming work on the projects. If the Village desires to have us utilize other social media approaches, we can provide that as well. A unified and consistent approach is the most effective means of communication with those who are impacted.

The following entities will need to receive accurate and timely information related to the project:

- Residents throughout the Village of Oswego and Kendall County
- Residents in the direct vicinity of the proposed work and construction zones
- Elected officials
- Village staff (Oswego, Kendall County Highway Department)
- IDOT
- Police and Fire (for emergency responses while construction is ongoing)
- Public Works divisions for coordination of utilities (Water, Sanitary and Storm Sewers, and Street Lighting)
- The County Forester (to ensure tree issues are anticipated and addressed)
- Other Public entities including the Park District and School District and respective staff members
- Other utilities (Com Ed, NICOR, AT&T, Comcast, and any others)
- Bus companies for schools (including Summer School)
- Post office
- Refuse and recycling Contractors

Our success in implementing large-scale projects results from our inclusive approach and clear presentations to staff and board meetings. We develop exhibits to allow for clear visualization of the project components and we understand the expectations and requests of municipalities.

WIFIA

Our funding experience covers a vast number of programs and agencies including the State Revolving Fund (SRF), United States Environmental Protection Agency (USEPA) Water Infrastructure Finance and Innovation (WIFIA) program, and various other federal and state organizations. We know what it takes to develop winning funding applications, and we understand the importance of compliance reporting and aggressive timelines for submittal. Our WIFIA experience includes execution of over $340M in funding for Chicago area municipalities.

American Iron and Steel (AIS) is required on Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSFR). The CBBEL-Arcadis Team is familiar with AIS requirements, record keeping, and certifications required to meet AIS and SFR loans.



NPDES

The Construction Team will task a CBBEL staff member to monitor the site for NPDES compliance; this will be vital for the work throughout the project length. CBBEL's Environmental Department has extensive experience with work near regulated bodies of water. The Construction Team and environmental staff will monitor the construction site and assist with the proper application of SESC practices and Best Management Practices (BMP's) to control the off-site discharge of sediments and pollutants.



Prior to work beginning, The Construction Team will review permit requirements. The plan will include:

- Evaluating the soil borings to anticipate what material is suitable for backfill and topsoil re-spreading.
- Establish stockpile locations.
- Means of transporting the material to and from the stockpile locations.
- Erosion control protection of the stockpiles.
- Prevention of cross contamination.

SUBMITTALS

Due to long lead times on the watermain pipe and watermain hardware, expediting submittals will be a priority to the CBBEL-Arcadis Team. CBBEL's Mechanical Department will assist the construction staff for submittal reviews. **JOHN CARUSO, PE**, Arcadis and in-house staff have extensive experience designing, reviewing, and testing pump stations and reservoirs. CBBEL will work within the Program Manager's software.

SCHEDULE

It is critical to the community that a project with an extended duration is completed on time. The Construction Team will work with the Contractor to develop a progress schedule that is logical, accounts for any conflicts or permitting issues, and causes the least disruption to the homes, schools and parks. Discussion of the schedule will be an agenda item at every weekly progress meeting. If the Contractor falls behind more than 14 days, a revised schedule will be required. This revision will need to show how the Contractor intends to mitigate all delays. We note that the contract duration is 730 calendar days.

UTILITIES

The size of the underground facilities and piping proposed in this project requires that existing utilities are located on the plans as close as possible to their field locations. If conflicts exist, they need to be mitigated, preferably before construction commences, or the ability to make field adjustments if the locations are not known until the project begins. On our large diameter sewer and watermain projects, gas service, watermain and water services, sanitary main and services, and storm laterals required adjustments. Our goal is to identify these locations and create a detailed plan to resolve the conflicts to mitigate delays or inconveniences to area residents.

PCCP PIPE INSTALLATION

The key to the successful installation of PCCP pipe is the joint assembly. Proper joint assembly is critical for watertight connections and structural integrity. Prior to lowering into the excavation the joint surfaces need to be inspected for cleanliness, and the gasket or O-ring need to be free from cuts and defects. The gasket or O-ring need to be lubricated with a manufacturer approved material. The pipe pieces will be pulled together and the joint gap needs to be verified to be within specified tolerance.

The joint is then required to be grouted utilizing a grout diaper. As the grout is installed a verification will be required that the material is continuous around the circumference of the joint. Standards for the joint assembly are provided on Sheet 92 of the 90% plan set.

TRENCHLESS CONSTRUCTION

Numerous locations call for trenchless construction to install steel casing with two vertical shafts per location. Items that will require heightened coordination include:

1. Access to the vertical shaft locations.
2. Ground conditions indicate the possible presence of saturated sand which is problematic for trenchless construction.
3. Dewatering the vertical shafts during excavation and compliance with NPDES requirements.
4. Settlement control will need to be monitored per the direction set forth in the specifications.
5. Coordinating access to the shaft to allow for spoil removal and deliveries to the work site.
6. Review of any required contingency plans required at both these locations.

The Construction Team's proposed staff has years of experience with trenchless construction and will provide the construction team with the knowledge to make this project on time and on budget.



MOT

The 90% plans indicate several full closures with roadway detours will be incorporated during construction. The Team will make daily inspections of the required signage and report deficiencies to the Contractor. We will also review conditions of all permits required for the detour prior to implementation. We will contact the responsible first responder agencies and inform them of changes that will impact their ability to access homes and businesses.

SURVEY VERIFICATION

The Team will provide independent verification of the survey control for the project. We will also review the project specifications for required survey checks by the Contractor. The Team will provide periodic independent QC/QA verification of the as-built Transmission Main.

COORDINATION WITH CONTRACT #FW-1/25 (SECTION 1)

A review of the 90% plans indicates coordination with other WaterLink projects. The Team will work with the Project Manager and other field staff to provide full transparency with any other impacted projects.

SCOPE OF SERVICES

In order to successfully complete this project, the CBBEL-Arcadis Team will perform, or be responsible for the performance of the services outlined in the RFP in connection with this project. The Construction Team will furnish qualified engineers, construction observers and/or technical personnel to perform these services. The following are the tasks that The Construction Team will use for the WaterLink Pipeline Project Bid Package: FW-1/25 (Section 2):

Task 1 – Submittals, RFI's & Change Orders

1. Submittal Reviews: The Construction Team will utilize Procore on this project to review, track and take appropriate action upon submittals, samples, testing reports, Operation and Maintenance (O&M) Manuals, warranty statements, training related materials, and other information submitted by the Contractor for compliance with the Contract Documents. The reviews will not include the means, methods, techniques, sequences, or procedures of construction or safety of the Contractor.
2. Requests for Information: The Construction Team will utilize Procore for RFI's to provide input from the Commission and the Program Manager and respond to interpretations of the Contract Documents in response to Contractor-initiated Requests for Information (RFI).
3. Change Orders: The Construction Team will utilize Procore on this project prepare, manage, and document contract change orders, work change directives, and field orders. Review Contractor's proposed change orders and claims. Assist the Commission and Program Manager in negotiations and final resolution. Assist Program Manager and Program Manager in review of the Contractor's cost proposals submitted by the Contractor arising from requests by the Commission, Program Manager, design conflicts, unanticipated site conditions, or other reasons. Submit draft change orders to the Commission and Program Manager for review. If required, prepare supplemental drawings and furnish additional instructions in writing as required for the proper execution of the work. Address comments and submit to the Commission and Program Manager for handling and distribution.

Task 2 – Construction Management

1. Construction Engineering Services Kick-Off Meeting: The Construction Team will hold the Construction Engineering Services Kick-Off meeting and include the Commission, the Village of Oswego, Kendall County DOT and neighboring communities, Program Manager, RWS Program Manager and Contractor. The Construction Engineering Services Kick-Off meeting will identify major project goals and team member roles and responsibilities, review the planned improvements, discuss project challenges, confirm data and information needs, and discuss construction schedule dates and milestones.

2. Public Outreach and Communications: The Construction Team will work closely with the Project Manager to compose a monthly report outlining activities completed in the prior month and construction activities and impacts to the public anticipated in the upcoming month. We will submit the monthly report to the Commission for review and approval. The Commission will post these reports on its website for residents, business owners, and staff information.

3. Attendance (by field staff): The Team will be available to attend all field training and partnering workshops held by the Commission.

4. Daily & Weekly Reports Program Manager: The Team will comply with the Program Manager's requirements regarding daily and weekly reporting. We assume that this task will be accomplished using the Procore software referred to in the RFP.

5. Construction Progress Meetings: The Construction Team will participate in Contractor-led construction progress meetings and provide input where necessary. We will prepare and distribute meeting notes to the Commission, impacted communities and Program Manager. Review the meeting minutes prepared and distributed by the Contractor.

6. WIFIA & State Revolving Fund Loan Administration: The Construction Team will assist the Program Manager in the administration of the WIFIA loan used to fund this project. The services may include but are not limited to:
   - Contractor payroll review and certification
   - Contractor Davis-Bacon wage compliance verification
   - Contract review
   - Invoicing
   - Contractor project related pay applications
   - The Construction Team will immediately report potential violations to the Commission and the Program Manager

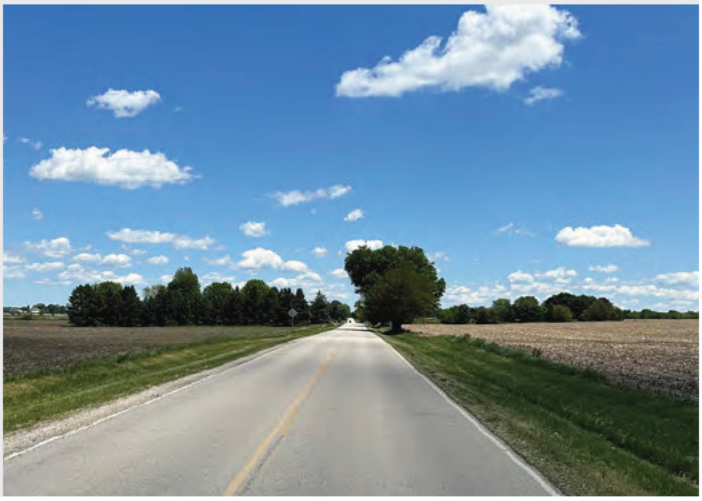
7. Construction Team: During the active construction phase of this project, the Construction Team will work on a full-time basis. The Construction Team shall be responsible for construction observation and ensuring the Contractor's work is substantially in conformance with the plans and specifications. The Construction Team shall act as directed by and under the supervision of the Project Manager, and be responsible for the following tasks:

   A. Observation and Inspection: The Construction Team will be present on the construction site and will be responsible for the day-to-day observation and inspection of construction activities. The Construction Team shall inspect the installation of all work described within the Construction Documents.

   B. Contractor Progress Review: Review Contractor payment applications and document used and stored materials.

   C. Permit Compliance: Review Contractor-secured permits according to the local authorities having jurisdiction or utility companies.

   D. Environmental Health and Safety: The Contractor bears responsibility for its means and methods of construction and the safety of its site and workers. The Construction Team shall observe the Contractor's performance as it relates to the requirements in the Contractor's safety program, compliance with contract Environmental Health and Safety (EHS) requirements, and compliance with Job Hazard Analyses (JHA). System Start-Up, Testing, and Training: The Construction Team will observe performance tests and the initial operation of the project for the equipment, the facilities, and the system controls; observe start-up, commissioning of the project; coordinate and schedule training sessions for the Commission staff if required.



E. Public Outreach and Communications: The Construction Team shall provide the following services related to the residents and businesses of the Village of Oswego, Kendall County and impacted communities:

- Respond to their questions that may come in via emails, phone calls, or direct messages to the Commission, impacted communities and staff.
- Keep them updated about the current and upcoming construction activities via hand-delivered flyers, emails, phone calls, in-person meetings, etc.
- Prepare and hand deliver flyers to residents and businesses who may be impacted by construction activities. Information on the flyer may include traffic/parking issues, water and other service interruptions or restrictions, safety concerns, etc

F. Other Services: All other services to meet the requirements of the Construction Documents and delivery of a successful project.



Task 3 – Construction Project Controls

1. Document Controls: The Construction Team will utilize Procore on this project to maintain logs of submittals, shop drawings, tests, RFIs, change orders, work change directives, and other correspondence as it relates to the work.

2. Schedule of Values: The Construction Team will review the Contractor's schedule of values to verify that the proposed values are in accordance with the Contract Documents and appropriately represent the value of the work described.

3. Construction Schedule Review: The Construction Team will review the Contractor's initial baseline and monthly progress schedule updates. Schedule must demonstrate the Contractor's progress to complete the work within the specified contract times, reflect challenges that have arisen, and plans to address those challenges. Prepare a monthly report summarizing the schedule, trends, discrepancies noted in the schedule, and share the information with the Commission, Program Manager, and the Contractor.

Task 4 - Closeout Administration

The Construction Team shall proactively manage action items necessary for closing out the construction contract and issue the final payment to the Contractor in a timely manner.

- Confirm completion of construction contract punch list and change order Work.
- Complete the final construction subcontractor log and evaluation.
- Ensure permits are properly closed out.
- Determine final overrun/underruns to adjust final construction contract and change order work to its final cost.
- Collect and document final inspection and abatement records for contaminants of concern.
- Prepare a spare parts inventory and log. Inform the Commission about the available spare parts.
- Collect training/testing records.
- Compile manufacturer certifications, warrantees, and software licenses.
- Review the Contractor's request for the substantial completion payment.
- Prepare contract extension of time as necessary and approved by the Commission and Program Manager.
- Conduct a Contractor final evaluation.
- Review final record documents.
- Conduct and document a final construction survey.
- Issue the final payment to the Contractor.
- Archiving final records documents and field documents and uploaded to the project website. Final record drawings to be archived in DWG and PDF formats. Field documents include submittals, O&M Manuals, and RPR daily reports in .pdf format.

TAB 8
PROJECT TEAM

8 ORGANIZATIONAL CHART

WATERLINK PIPELINE PROJECT
[BID PACKAGE: FW-1/25 (SECTION 2)]
CONSTRUCTION ENGINEERING SERVICES

PROJECT MANAGER
W. Daniel Crosson, PE

RESIDENT ENGINEER
Timothy Carter

PRECAST CONCRETE CYLINDER WATERMAIN PROJECT LEAD
Nick Kallmyer, PE

INSPECTOR
Matthew Lewandowski, EI

DOCUMENTATION ENGINEER
Kristen Marquie, EI

MECHANICAL SUBMITTALS
John Caruso, PE

NPDES
Adam Janicki, LC-DECI

LAYOUT VERIFICATION
John Murphy, PE, PLS

WIFIA LOAN ADMINISTRATOR
Jeannie Krueger, PMP, MSP

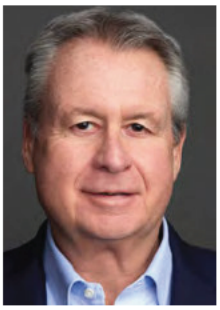
■ CBBEL ■ Arcadis

PROJECT TEAM

Our project team has been assembled to take advantage of the unique strengths and experience of our staff to meet all of the Commission's engineering needs. Their experience will allow for a successful and efficient completion of this project. We are committed to completing all projects to the Commission's satisfaction and making sure that our client's are a priority with a regards to staffing and scheduling.

Our proposed team members are full-time in their respective roles; they are not generalists who occasionally perform specialty tasks. The project team is available on an immediate basis. The organizational chart shown illustrates our anticipated staffing and work structure. When necessary, we are always available to call on more resources to meet any requests by the Commission.

Full resumes of key personnel are available upon request.



W. Daniel Crosson, PE | Project Manager

YEARS EXPERIENCE: 40
YEARS WITH CBBEL: 31

EDUCATION
Bachelor of Science, 1993
Civil Engineering,
Construction Management,
Illinois Institute of
Technology

PROFESSIONAL REGISTRATION
Professional Engineer, IL,
062. 052377, 1998

DAN CROSSON leads a staff of 55 engineers and technicians. He oversees CBBEL's Phase III contracts for CDOT, Illinois Tollway and IDOT. Dan has previously provided Resident Engineering services to numerous public and private sector clients, including IDOT, Illinois Tollway and the Capital Development Board. Throughout Dan's career at CBBEL he has overseen hundreds of miles of roadway construction and over $100 million of roadway constructed. Dan served as FEMA Project Officer for Hurricane Katrina and Hurricane Rita Reimbursement, assigned to Austin and East Texas.

RECENT PROJECT EXPERIENCE INCLUDES:
Spur 2 Water Main, Village of Oak Lawn



Timothy Carter | Resident Engineer

YEARS EXPERIENCE: 34
YEARS WITH CBBEL: 2

CERTIFICATIONS
OSHA 10 Hour Training

PROFESSIONAL DEVELOPMENT
SMC Soil Erosion and
Sediment Control Course

IDOT QC/QA 3-Day
Aggregate for Mixtures

IDOT QC/QA Hot Mix Asphalt
Level I

IDOT Pavement
Construction Inspection

IDOT QC/QA PCC Level I
Technician

ACI Concrete Field Testing
Technician - Grade I

TIM CARTER brings to CBBEL more than 34 years of industry experience in surveying, inspection and project / group management capacities. He has strong field project management and leadership skills. Proven ability to ensure projects are delivered within budget, prior to deadline, as well as in compliance with client specifications and industry standards. Areas of expertise includes:

RECENT PROJECT EXPERIENCE INCLUDES:
Spur 2 Water Main Project, Village of Oak Lawn
Kimber & Haines Water Main Replacement, Village of New Lenox
Joliet Water Main Improvements Program, City of Joliet*

**prior experience*



Nick Kallmyer, PE | Precast Concrete Cylinder Watermain Project Lead

YEARS EXPERIENCE: 10
YEARS WITH ARCADIS: 7

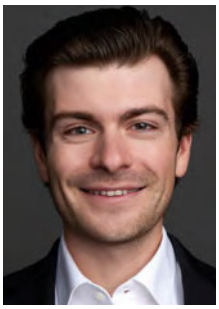
EDUCATION
BS, Civil Engineering, Milwaukee School of Engineering

PROFESSIONAL REGISTRATION
Professional Engineer – TX (IL and WI in progress).

NASSCO Certified PACP User

NICK KALLMYER joined Arcadis in 2018 as a Project Engineer with a focus on water distribution and wastewater collection systems. Project experience includes design and project management of lift station, sanitary sewer, and potable pipeline design and rehabilitation. He has a strong background in project management, condition assessment, and subsurface rehabilitation work, with a firm understanding of CIPP, lining and coating systems. Experience also includes leading water system modeling teams for both new and existing systems in support of I&I reduction and CIP programs. Nick is an Air Force veteran, having served as Mission Manager and Intelligence Analyst, including a deployment to Southwest Asia.

RECENT PROJECT EXPERIENCE INCLUDES:
- Martha Washington/Highlands Area MIS Improvements | Milwaukee Metropolitan Sewerage District, WI
- North Harris County Regional Water Authority 84-in Water Line | North Harris County Regional Water Authority, Houston, TX
- James & North Main Lift Station Rehabilitation | City of Baytown, Baytown, TX
- Large Diameter Sewer Condition Assessment and Rehabilitation | Little Rock Water Reclamation Authority, Little Rock, AK
- Sanitary Sewer Overflow Mitigation Project | Statewide - TX



Matthew Lewandowski, EI | Inspector

YEARS EXPERIENCE: 3
YEARS WITH CBBEL: 3

EDUCATION
Bachelor of Science, 2022
Civil Engineering
University of Illinois at Urbana-Champaign

PROFESSIONAL REGISTRATION
Engineer Intern, IL, 061.042727, 2024

CERTIFICATIONS
Documentation of Contract Quantities, IDOT, 23-20592

MATT LEWANDOWSKI is a Civil Engineer experienced in construction engineering. Responsibilities include construction observation, project reports, documentation of quantities, pay estimates, coordination of material testing and inspection, site surveys, and interaction with the contractor and client.

RECENT PROJECT EXPERIENCE INCLUDES:
- Valencia Drive Water Main Replacement, Village of Shorewood
- Spur 2 Water Main, Village of Oak Lawn
- NorthPoint Development Third Coast Intermodal Hub, City of Joliet
- Oak Park Avenue Sanitary Sewer Rehabilitation, Village of Chicago Ridge
- Major Avenue Water Main Replacement, Village of Chicago Ridge



Kristen Marquie, EI | Documentation Engineer

YEARS EXPERIENCE: 23
YEARS WITH CBBEL: 23

EDUCATION
Bachelor of Science, 2002
Construction Engineering Management
Purdue University

PROFESSIONAL REGISTRATION
Engineer Intern, IN

CERTIFICATIONS
Documentation of Contract Quantities, IDOT, 20-18073

KRISTEN MARQUIE is a Civil Engineer experienced in resident engineer duties, specializing in documentation. Her previous experience includes on-site construction observation, documentation of quantities and coordination and verification of materials testing and inspection. This allows Kristen to specialize in contract documentation, contract changes and pay requests, and her involvement in all aspects of the projects allows quick close out. Kristen has been trained and has experience using IDOT's Construction & Materials Management System (CMMS).

RECENT PROJECT EXPERIENCE INCLUDES:
- Rand Road - Central Road - Mount Prospect Road [IDOT Contract #61H44], Village of Mount Prospect
- Gross Point Road [IDOT Contract #61H23], Village of Skokie
- Neighborhood Storage Project – Phase 3, Village of Wilmette
- Howard Street (IDOT Contract #61G30), City of Evanston
- Broadway Street Reconstruction & Streetscape (IDOT Contract #87710), Village of Coal City



John Caruso, PE | Mechanical Submittals

YEARS EXPERIENCE: 37
YEARS WITH CBBEL: 37

EDUCATION
Bachelor of Science, 1988
Mechanical Engineering
University of Illinois at Chicago

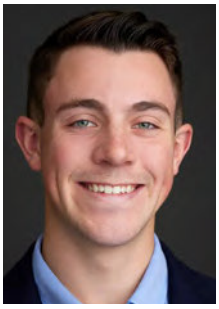
PROFESSIONAL REGISTRATION
Professional Engineer, IL, 062.048356, 1993

Professional Engineer, IN, PE11012145, 2010

Professional Engineer, CO, PE.0059191, 2021

JOHN CARUSO is a Professional Engineer experienced in design of mechanical/electrical engineering projects. Experience includes pump station design, water model studies, roadway and site lighting design, SCADA system design and irrigation design. Participated and/or acted as Resident Engineer on various potable water and sewage related pumping station projects, roadway lighting, and stormwater management projects.

RECENT PROJECT EXPERIENCE INCLUDES:
- Spur 2 Water Main, Village of Oak Lawn



Adam Janicki, LC-DECI | NPDES

YEARS EXPERIENCE: 4
YEARS WITH CBBEL: 4

EDUCATION
Bachelor of Science, 2021
Environmental Science Policy & Management, University of Minnesota

CERTIFICATIONS
Green Badge, O'Hare International Airport, Chicago Department of Aviation

Designated Erosion Control Inspector (DECI), Lake County

Construction General Permit Site Inspector, USEPA

ADAM JANICKI is an enthusiastic, resourceful, and dedicated Environmental Resources Project Specialist with a wide variety of experience performing environmental assessments, ensuring regulatory compliance, and providing advisory services to clients with the goal of reducing environmental impacts.

Adam is responsible for assessing and applying projects, with a signatory role, for ILR10 General NPDES Permits for Storm Water Discharges from Construction Site Activities using the Environmental Protection Agency's NPDES eReporting Tool (NeT CGP) in their Central Data Exchange (CDX). He also has experience in preparing Stormwater Pollution Prevention Plans (SWPPP) for projects requiring NPDES Permits.

RECENT PROJECT EXPERIENCE INCLUDES:
- Commonwealth Edison Contractor Oversight (NPDES)
- Long Lake Shoreline Stabilization Project, Community of Long Lake (DECI)
- Commonwealth Edison 34KV Relocation in HED CHU7, ESSJ307 Wavetrap Access in HED CHU4, & Osmose Pole Replacements in HED CHU2, Village of Romeoville (SESC):



John Murphy, PE, PLS | Layout Verification

YEARS EXPERIENCE: 40
YEARS WITH CBBEL: 27

EDUCATION
Bachelor of Science, 1987
Civil Engineering
Wentworth Institute of Technology

JOHN MURPHY is a Professional Engineer and Land Surveyor accountable for managing office and field survey personnel. Responsibilities include establishment and maintenance of survey procedures; budgets and contract preparation; logistical planning and research; and supervision of staff and calculations of survey data.

PROFESSIONAL REGISTRATION
Professional Land Surveyor, IL, 035003421, 2001

Professional Land Surveyor, IN, 20400062, 2004

Professional Land Surveyor, MA, 40040, 1997

Professional Land Surveyor, WI, 2548-8, 2000

Professional Engineer, MA, 41050, 1999

Professional Engineer, IL, 062.061506, 2009



Jeannie Krueger, PMP, MSP | WIFIA Loan Administrator

YEARS EXPERIENCE: 26
YEARS WITH ARCADIS: 8

EDUCATION
MBA, Business Administration, Keller Graduate School of Management, 2016

BBA, Business Administration, LeTourneau University, 2002

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS
Managing Successful Programmes (MSP), Arcadis Program Management Academy

PMI Project Management Professional (PMP)

JEANNIE KRUEGER has been in the program management and program controls field for over 26 years, with consulting experience primarily in oil & gas, utility, and municipal clients. She has developed and maintained many multibillion-dollar capital budgets on large scale projects and programs both domestically and internationally throughout her career. Jeannie is currently an Arcadis Program Manager. She has her Master of Business Administration and is a certified PMI Project Management Professional (PMP).

RECENT PROJECT EXPERIENCE INCLUDES:

- Department of Water Management Capital Improvement Program | Chicago Dept. of Water Management, Chicago, IL
- Build Up Cook Program | Cook County, IL
- Senior Cost Engineer | Swift Worldwide Resources, Contracted to BP, IN
- Lead Cost Engineer | Link Oil & Gas, Contracted to Chevron, Houston, TX
- Project Cost Analyst | Rider Hunt International, Contracted to Marathon Oil Company, Houston, TX
- Project Cost/Schedule Analyst | Air Resources Americas LLC, Contracted to Amerada Hess, Houston, TX
- Project Cost Engineer | Air Resources Americas LLC, Contracted to ConocoPhillips, Houston, TX



DuPage Water Commission - Cost Estimate of Consultant Services

THE WATERLINK PIPELINE PROJECT BID PACKAGE: FW-1/25 (SECTION 2)

Firm: Christopher B. Burke Engineering Ltd.

Signature: _____

Date: May 30, 2025

	Element of Work	Staff Hours	Services by Others	Cost Total by Task	% of Total
Task 1	Preconstruction Services	110		$17,000.00	2.1%
Task 2	Shop Drawing Review	210		$34,050.00	4.1%
Task 3	Construction Observation	3850		$557,070.00	67.3%
Task 4	Construction Documentation			$54,950.00	6.6%
Task 5	Construction Observation / Documentation **(Arcadis)**		$110,880.00	$110,880.00	13.4%
Task 6	Loan Administration **(Arcadis)**		$6,050.00	$6,050.00	0.7%
Task 7	Project Closeout				
	Direct Costs (Vehicle/Transportation)			$47,450.00	5.7%
	TOTALS	4170	$116,930.00	**$827,450.00**	**100.00%**

** Based upon 730 calendar days.*

		Personnel & Hours							
		Engineer VI	Engineer IV	Engineer I/II	Engineering Technician V	Survey V	Total Hours	% of Hours	Total Cost
	Rate	$265.00	$157.00	$99.00	$188.00	$228.00			
Task 1	Preconstruction Services	10		50	50		110	2.6%	$ 17,000.00
Task 2	Shop Drawing Review	10	200				210	5.0%	$ 34,050.00
Task 3	Construction Observation	10		1900	1900	40	3850	92.3%	$ 557,070.00
Task 4	Construction Documentation		350						$ 54,950.00
Task 5	Construction Observation / Documentation **(Arcadis)**								
Task 6	Loan Administration **(Arcadis)**								$ -
Task 7	Project Closeout								$ -
	Subtotal	30	550	1950	1950	40	4170		
	% of Hours	0.7%	13.2%	46.8%	46.8%	1.0%			
	Total Cost	$ 7,950.00	$ 86,350.00	$ 193,050.00	$ 366,600.00	$ 9,120.00	$ 663,070.00		$ 663,070.00
	Construction Observation / Documentation **(Arcadis)**								$ 110,880.00
	Loan Administration **(Arcadis)**								$ 6,050.00
	Direct Costs (Daily Vehicle Rate)								$ 47,450.00
	Total Cost								**$ 827,450.00**

DuPage Water Commission - Cost Estimate of Consultant Services

THE WATERLINK PIPELINE PROJECT BID PACKAGE: FW-1/25 (SECTION 2)

Firm: Arcadis

Date: May 30, 2025

	Element of Work	Staff Hours	Services by Others	Cost Total by Task	% of Total
Task 1	Preconstruction Services	30		$6,050.00	5.2%
Task 2	Shop Drawing Review	36		$6,360.00	5.4%
Task 3	Construction Observation				
Task 4	Construction Documentation				
Task 5	Construction Observation / Documentation **(Arcadis)**	440		$92,400.00	79.0%
Task 6	Loan Administration **(Arcadis)**	52		$12,120.00	10.4%
Task 7	Project Closeout				
	Direct Costs (Vehicle/Transportation)				
	TOTALS	558		**$116,930.00**	**100.00%**

* *Based upon 730 calendar days.*

		Personnel & Hours							
		Engineer VI	Engineer IV	Engineer I/II	Engineering Technician V	Survey V			
		Krueger	Kallmyer, Briz	Greco					
	Rate	$285.00	$210.00	$160.00	$225.00	$245.00	Total Hours	% of Hours	Total Cost
Task 1	Preconstruction Services	6	10	14			30	5.4%	$ 6,050.00
1a	Contract Review	2	4						
1b	Pre-bid Questions and Bid Review	2	4	8					
1c	General Contract Comments	2	2	6					
Task 2	Shop Drawing Review		12	24			36	6.5%	$ 6,360.00
2a	RFIs (7 RFIs, 3 hours per)		7	14					
2b	Submittals (5 submittals, 3 hours per)		5	10					
Task 3	Construction Observation		320				320	57.3%	$ 67,200.00
3a	Project Startup Site Visits for PCCP Install (4 weeks total)		160						
3b	Critical Install Site Visits; tunnels, connections (4 weeks Total)		160						
Task 4	Construction Documentation		120				120	21.5%	$ 25,200.00
4a	Construction Observation Site Reports (1.5hrs)		120						
Task 5	Construction Observation / Documentation **(Arcadis)**								
Task 6	Loan Administration **(Arcadis)**	16	36				52	9.3%	$ 12,120.00
Task 7	Project Closeout								$ -
	Subtotal	28	960	76			558	100.0%	

	% of Hours	5.0%	172.0%	13.6%					
	Total Cost	$ 7,980.00	$ 201,600.00	$ 12,160.00	$ -	$ -	$ 221,740.00		$ 116,930.00
	Construction Observation / Documentation **(Arcadis)**								
	Loan Administration **(Arcadis)**								
	Direct Costs (Daily Vehicle Rate)								
	Total Cost								**$ 116,930.00**

Resolution #: R-54-25, R-55-25 & R-56-25

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/12/2025

Description: **Phase III (Construction) Engineering Contract Assignments for the WaterLink Pipeline Project – Stanley Consultants, Inc.**

Agenda Section: Engineering & Construction

Originating Department: Engineering

As the WaterLink Phase II (Design) Engineering effort nears completion, the project will soon move into the construction phase. The project has been divided into five distinct pipeline construction packages, with a sixth to include construction of the metering stations and chemical feed building. In order to ensure that the project is constructed in conformance with the design plans and specifications, oversight by a qualified construction engineering firm on each construction package is needed.

To that end, the Commission issued a Request for Qualifications (RFQ) and subsequent Request for Proposals (RFP) in accordance with Qualifications-Based Selection (QBS) procedures. After review by Commission Staff and discussion with the Program Management Firm Burns & McDonnell (BMcD) the following construction engineering assignments were established:

Construction Package	Firm	Not-to-Exceed Cost	Est. Hours	Resolution
TW-6/25 Section 1	*Burns & McDonnell	$3,016,962	11366	R-11-25
TW-6/25 Section 2	Bowman Consulting Group, Ltd.	$4,591,202	26700	R-54-25
TW-6/25 Section 3	Burns & McDonnell	$6,484,328	15002	R-57-25
FW-1/25 Section 1	Christopher B. Burke Engineering, Ltd.	$864,000	4928	R-55-25
FW-1/25 Section 2	Christopher B. Burke Engineering, Ltd.	$827,450	4728	
FW-1/25 Section 3	Stanley Consultants Inc.	$2,096,805	11290	R-56-25
FW-1/25 Section 4	Stanley Consultants Inc.	$1,378,968	7365	
	Stanley Consultants discount for multiple awards:	-$468,328		
	Total Construction Engineering Cost:	$18,791,387		

* This contract previously approved under Resolution R-11-25

It should be noted that these contract totals, which have been shared for review with the WaterLink Communities, are structured such that payment is only due for those services rendered through the duration of the contract, as opposed to a lump sum or percentage-based contract. The costs are "not-to-exceed" and can be considered conservative as the durations contemplated in them are likely in excess of the actual duration of the work the contractor will be performing in the field.

The totals above include those construction packages associated with pipe installation, however, they do not include the cost for the construction engineering services associated with the Meter Station construction package, which will be brought forward for consideration at a future date. When including the estimated cost for this additional work, the overall totals for construction engineering remain aligned with the estimated totals. The total contract award to Stanley Consultants, Inc. under Resolution R-56-25 is $3,007,445.00.

While most construction packages have yet to be advertised for bid, it is important to engage these firms early so that they can have input at the final design stage for those portions of the work with which they will be involved.

Recommended Motion:

To adopt Resolution No. R-56-25.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-56-25

A RESOLUTION TO AUTHORIZE SCOPE OF SERVICES FOR TASK ORDER NO. 2 UNDER A MASTER SERVICES AGREEMENT WITH STANLEY CONSULTANTS, 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 Commission entered into a contract with Stanley Consultants, Inc. (the "Consultant"), dated May 16, 2013, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other 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 developed the Scope of Services attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A, which is approved and will be formalized into Task Order 2 under the existing MSA.

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 Scope of Services attached hereto as Exhibit A shall be and hereby is approved and will be formalized as Task Order 2 under the existing MSA, and if already issued, ratified because the

Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and 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-56-25.docx

EXHIBIT A

Task Order No. 02

This Task Order No. 02 is being entered into between DuPage Water Commission (referred to herein as the "Owner" or the "Commission") and Stanley Consultants, Inc. (the "Consultant") as of June 19, 2025 (the "Effective Date") and hereby agree as follows:

WHEREAS, Owner and the Village of Montgomery ("Montgomery"), the Village of Oswego ("Oswego") and the United City of Yorkville ("Yorkville") (Oswego, Montgomery and Yorkville - collectively referred to herein as the "Waterlink Communities") have entered into an Escrow Intergovernmental Agreement dated October 17, 2024 (the "Escrow Agreement") to fund, *inter alia,* Phase III costs including the construction engineering of a water transmission main connecting the Commission's waterworks system (the "Commission System") to the Waterlink Communities' waterworks systems (the "Project"); and

WHEREAS, Owner and Consultant have previously entered into a Master Contract for Professional Engineering Services dated May 16, 2013 (the "Master Contract"); and

WHEREAS, Section 1.1 of the Master Contract contemplates Owner and Consultant entering into Task Orders to perform specific tasks; and

WHEREAS, Owner and Consultant wish to enter into this Task Order No. 02 for Consultant to provide services for the Project as more fully set forth below (the "Project Services").

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, Owner and Consultant hereby agree as follows:

1. The above recitals are hereby incorporated as if fully set forth herein.

2. Capitalized terms used, but not otherwise defined herein, shall have their respective meanings as set forth in the Master Contract.

3. To the extent any of the provisions of this Task Order conflict with the Master Contract or the attached Exhibit A, Task Order No. 02 Description, this Task Order will apply.

4. Owner's right to terminate or suspend the Project Services under Section 1.9 of the Master Contract is reconfirmed herein and shall be effective within forty-eight (48) hours unless the Owner's notice of termination sets forth a longer time period. Consultant acknowledges that Owner may suspend or terminate the Project Services at its sole discretion for any reason, including but not limited to the escrow required under the Escrow Agreement not being fully funded by the Waterlink Communities or any of the Waterlink Communities not receiving its required allocation from the Illinois Department of Natural Resources.

5. Notwithstanding anything else set forth in this Task Order, Consultant shall only take direction regarding or relating to Project Services from Owner. The Waterlink Communities, their

officers or employees will have no authority to approve change orders or provide any other direction to Consultant.

6. Consultant shall submit monthly pay requests on or before the fifteenth (15^{th}) day of the month for Project Services completed in the prior calendar month. Each pay request shall contain releases and waivers of lien for all subcontractors for the prior calendar month.

7. All Project Services, including those supplied by Consultant's subcontractors, must comply with the Water Infrastructure and Finance Innovation Act ("WIFIA"). Owner shall notify Consultant in writing if additional federal or state funding is to be used on the Project. Consultant shall be entitled to equitable adjustment in compensation, subject to the approval of Owner, if additional federal or state funding requirements place additional obligations on Consultant.

8. Except as expressly amended by this Task Order, the remaining terms, covenants, conditions, and provisions of the Master Contract shall remain unchanged and in full force and effect, and the Task Order, as amended herein, shall constitute the full, true, and complete agreement between the parties.

9. This Task Order shall be binding upon and inure to the benefit of the parties, and their successors and assigns.

10. If any provision of this Task Order is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Task Order shall be construed and enforceable as if the illegal, invalid or unenforceable provision had never comprised a part of it, and the remaining provisions of this Task Order shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Task Order, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

11. This Task Order may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart signature page by facsimile or electronic transmittal (PDF) is as effective as executing and delivering this Task Order in the presence of the other parties to this Task Order.

IN WITNESS WHEREOF, Owner and Consultant have caused this Task Order No. 02 to be executed in two (2) original counterparts as of the day and year first written above.

Attest/Witness:	**DUPAGE WATER COMMISSION**
By:_____ Clerk	By:_____ James F. Zay, Chairman
Attest/Witness:	**STANLEY CONSULTANTS, INC.**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

EXHIBIT A
TASK ORDER NO. 02 DESCRIPTION

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

1. **Project:** WaterLink Pipeline Construction Project – Phase III Construction Engineering Services for FW-1/25 Section 3 and FW-1/25 Section 4.

   This task order authorizes Consultant (Stanley Consultants, Inc.) to provide staff resources associated with the requested construction engineering services for FW-1/25 Section 3 and FW-1/25 Section 4.

2. **Services of Consultant:** As Described in Attachment(s).
3. **Approvals and Authorizations:** Not applicable.
4. **Commencement Date:** Effective Date of This Task Order
5. **Completion Dates:** As Described in Attachment(s).
6. **Submittal Schedule:** Not applicable.
7. **Key Project Personnel:**

   Jared Hamilton – Project Manager

   Jay Horak – Technical Advisor

   Jesse Singer – Resident Engineer

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Billing Rate Sheet Costs 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 plus applicable markup of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Not-To-Exceed Contract Price shall be $3,007,445.00, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Master Contract. Such total is delineated as follows:

- FW-1/25 Section 3: $2,096,805.00
- FW-1/25 Section 4: $1,378,968.00
- Multiple-award discount: ($468,328.00)

9. **Payments:**

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

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items. This list is not intended to be exhaustive. Other Project-related costs incurred by Consultant, are nonetheless considered to be reimbursable expenses. Costs incurred by Consultant shall also be read to mean costs incurred by Consultant's subsidiaries, employees, contractors, and consultants.

10. **Modifications to Contract:** Not applicable.

11. **Attachments:**

    Attachment A: Scope of Services & Fee Schedule

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

The Effective Date of this Task Order is June 19, 2025.

DuPAGE WATER COMMISSION

By: _____

Paul D. May, P.E.

General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Jeff Loster
Title: Engineering Manager
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address: loster@dpwc.org
Phone: 630-834-0100

STANLEY CONSULTANTS, INC.

By: _____

Jared Hamilton

Construction Services Group Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Jared Hamilton, P.E.
Title: Project Manager
Address: 8501 W. Higgins Road, Suite 730, Chicago, IL 60631
E-mail Address: HamiltonJared@stanleygroup.com
Phone: 773-693-9624

Stanley Consultants

Connect. Create. Contribute.

DuPage Water Commission

Response to:

Commission Water Transmission Main Extension
to Montgomery, Oswego and Yorkville
FW-1-25 Sections 2, 3 and 4

May 30, 2025



Stanley Consultants INC.

8501 W. Higgins Road
Suite 730
Chicago, IL 60631

773.693.9624
stanleyconsultants.com

May 30, 2025

Jeff Loster, PE, Engineering Manager
DuPage Water Commission
600 East Butterfield Road
Elmhurst, IL 60126-4642

RE: Commission Water Transmission Main Extension to Montgomery, Oswego and Yorkville FW-1-25 Sections 2, 3 and 4

DuPage Water Commission (DWC) is seeking construction engineering services for the multiple contract WaterLink Extension Project. Stanley Consultants' team members are specifically qualified to provide the extensive experience and knowledge in construction engineering required for the successful and timely construction of this project.

As a leading provider of construction management services for water, wastewater and energy facilities, we are well qualified to be a trusted partner with DWC. This Stanley Consultants team has recent, relevant experience providing construction program management services in northern Illinois for large Water Commission projects. In addition, our team is:

Experienced

Our partnership with DWC on the phase II Design WaterLink Extension coupled with experience on over 1,800 construction management projects, means Stanley Consultants brings comprehensive support experience and a deep understanding of the specific construction needs during phase III services.

Key team members, Jared Hamilton and Jesse Singer have invaluable experience from their tenure on similar water line transmission projects, where they led the construction and startup of intricate systems and processes. This team brings a combination of skillset appropriate for this project that includes expertise in large pipeline construction programs, inspection training, construction scheduling and the original DWC pipeline installation and those associated lessons learned.

With the Stanley Consultants' Team comprised of individuals you will know and trust, we will provide you the scalable, flexible depth of expertise which gives you reliable experts who understand the critical importance of management during construction of your long-term infrastructure assets.

Responsive

Stanley Consultants prioritizes impeccable execution of water projects and understands the importance and timeliness of this project due to the immediate impacts it has for two of the three WaterLink communities. Our CM team will keep your program manager and your leadership and operations abreast of daily construction activities and raise issues or concerns with solutions quickly. Additionally, this project has a multitude of stakeholders which will need individual communication and coordination plans.

Currently engaged in the phase II services of this project, our team demonstrates a commitment to exceptional results, quality assurance and compliance. With a proven track record of responsiveness, we will continue to consistently meet or exceed your needs.

Integrated

We will provide flexible staff augmentation solutions to address selected contractors' construction approach and how DWC will contract phase III services. We have brought several additional teaming partners to this project and can bring partners as needed to meet your needs. Stanley Consultants' excels at running multi-consultants construction management and inspection teams, with a proven track record on the Morton Grove Niles Water Commission Supply project and many other construction projects in the Chicagoland area.

If you have any questions or need further clarification, please do not hesitate to reach out to Jared Hamilton; his contact information is in the firm information section. We look forward to your favorable review of our qualifications and encourage your staff to contact our references for firsthand testimony of our past performance.



Jared Hamilton, PE
Construction Services Group Manager

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Fees (Separate Envelope)

Firm Information: Stanley Consultants, Inc.

850
Current Stanley Consultants Employees

Founded In
1913

Worked in
50 States | **120+** Countries

Over
20
Offices Worldwide

Services Include:

- Construction Observation
- Program Management
- Project Management
- Owner's Engineer
- Permitting Support

Stanley Consultants is one of the leading engineering and architectural firms offering construction services. Using proven methods and procedures, our experienced construction management professionals have consistently and successfully represented project owners during construction overseeing small to large construction projects. We will be your eyes and ears in the field.

Our work includes the public and private sector for water supply systems; water and wastewater treatment plants; electric generating stations; substation and transmission and distribution lines, and highways, streets and bridges. Stanley Consultants' construction service management experts are available to assist your in-house staff or assume total project management. We will structure our services to meet your specific needs.

DWC, like all our clients, wants to work with a team that meets cost and schedule control objectives while achieving a quality construction project. We accomplish these results by planning, organizing and coordinating the design and construction processes through effective administration, control and communication. In addition to providing senior construction service managers and on-site resident engineers, field engineers and inspectors, we offer expertise in construction cost estimating support services such as risk and scheduling analysis, expediting and negotiating requests for information and change orders, contract documentation, claim evaluation and value engineering.

Local Address and Contacts

Construction inspection services are primarily going to be supported locally.

Chicago, IL: 8501 West Higgins Road, Suite 730 Chicago, IL 60631 – Phone: 773.693.9624

JARED HAMILTON
773-444-5974
HamiltonJared@stanleygroup.com

KATE DESPINOY
773-714-2028
DespinoyKate@stanleygroup.com

ADDITIONAL SUPPORT

Stanley Consultants has the following sub consultants available to support our project as needed. Our understanding is that the Program Manager may be utilizing a program-wide materials testing company, but if needed, we have a proposed firm.

PSE | +6

Plus Six Engineering, LLC (PSE) was founded in 2016 to provide program and construction management to Owner agencies for the delivery of capital improvement programs and projects. Services and capabilities include program management, construction management, inspection, ROW/Easement/Landman services, pipeline engineering, civil design, cost estimating, utilities coordination and permitting, document management, and project controls.

The Plus Six Engineering team members' current and prior project experience includes:

- Tarrant Regional Water District's Integrated Pipeline Project (IPL) - Program and Construction Management - 150-miles of 84" to 120" diameter water transmission pipeline, six 150-350 mgd pump stations, 450 MG terminal storage reservoir and ancillary facilities / structures.
- City of Houston - Northeast Transmission Line - Program Construction Management Support - 16.5 miles of 54", 108" and 120" diameter treated water transmission pipeline for 96 mgd capacity.
- City of Pflugerville - Central Wastewater Treatment Plant Expansion - Owner's Representative Services - WWTP expansion from 5 mgd to 10 mgd - BNR and UV Treatment.
- Dallas Water Utility - IPL to Bachman WTP Pipeline - Design Support - Planning through preliminary design of 150 mgd raw water conveyance system.
- Arlington Water Utility - Pierce Burch Water Treatment Plant (PBWTP) - Value Engineering - 80 mgd water treatment plant expansion.
- North Texas Municipal Water District - Lower Bois d'Arc Raw Water Pipeline - Construction Inspection - 35-miles of 90-inch raw water steel pipeline, 25 miles of 84-inch potable water steel pipeline, 2,400 ft long tunnel under East Fork Trinity River and 2 mile long, 90-ft high earthen dam/spillway projects.
- City of Fort Worth - Eastside 36-Inch Rehabilitation - design support for RFEC condition assessment and final design of 36-inch PCCP transmission main.
- North Harris County Regional Water Authority - Construction Inspection - Two projects - 60-inch and 84-inch potable water lines including an EPBM soft ground tunnel crossing.
- Alliance Regional Water Authority - Construction Inspection - multiple 36-inch to 48-inch potable water steel pipeline projects.
- Upper Trinity Regional Water District - Lake Ralph Hall - Construction Inspection - 32-miles of 60-inch to 72-inch raw water steel pipeline projects and 2.3 mile long, 100-ft high earthen dam and spillway.
- City of Sherman - Major Infrastructure Improvement Program - Major Infrastructure Improvements Program - providing project construction management services for construction of 30-miles of 36-inch potable water pipeline, 5 MGD RO WTP expansion, and new 4 MGD MBR WWTP.
- Tarrant Regional Water District - Cedar Creek Wetlands - Pre-construction services (constructability reviews, permit coordination, standardization and technical advisory) for three design projects: constructed wetlands (3,500 acres earthwork and basins), pump stations (176 mgd river intake and pump station and 176 mgd booster pump station), pipeline conveyance (16 miles of 60" to 90" steel pipeline, 12 MG balancing reservoir, energy dissipation structure and outfall structure).

Robinson ENGINEERING

Our construction engineering team works to lead a rigorous, collaborative process to support sustainable, functional, and inspiring projects that serve the public interest, while providing value to our client communities.

Our team performs construction staking and layout, inspection, and documentation for over $100 million in construction work on behalf of various municipalities each year. Our construction experience, superior field communications, and respected working relationship with area contractors ensures that projects are constructed on time, on budget, and to the quality demanded by our clients.

We have an experienced team that is dedicated to assisting our public clients in achieving their goals, and is fully capable of providing the entire array of construction engineering and management services.

SERVICES

- Construction Layout and Staking
- Construction Observation
- Pressure Testing and Chlorination
- Proof Roll Review
- Contractor Payout Review
- Record Drawing Preparations

PREQUALIFICATIONS

- Cook County Department of Transportation and Highways
- Illinois Capital Division of Transportation
- Illinois Department of Transportation
- Illinois Environmental Protection Agency
- Illinois State Toll Highway Authority
- Indiana Department of Transportation
- Lake County Highway Department
- Will County Division of Transportation

Michael Baker
INTERNATIONAL

Michael Baker International, a leading provider of engineering and consulting services, including design, planning, architectural, environmental, construction and program management, has been solving some of the world's most complex infrastructure challenges for more than 80 years with a legacy of expertise, experience, innovation and integrity.

In Illinois Michael Baker's services include construction inspection and engineering, bridge design and inspection, bridge repair/ rehabilitation, design-build, and transportation design. Our offices in Chicago and Peoria specialize in roadway design, construction management, bridge inspection and design, and environmental compliance.

Michael Baker provides innovative and cost-effective solutions to meet every modern construction project need. By partnering with our clients through all phases of construction, beginning with pre-design all the way through close-out, we are able to meet aggressive schedules safely and on budget. We provide qualified construction managers, inspectors, constructability reviewers, schedulers and estimators dedicated to adding value and driving efficiency from small projects to multi-billion-dollar construction programs.

S.T.A.T.E. TESTING
DUNDEE CHICAGO
(847)836-6002

S.T.A.T.E. Testing, LLC (STATE) has the necessary engineering staff and technically specialized union technicians to cover all fabrication, inspection, and acceptance aspects of prestressed concrete cylinder, steel, or ductile iron pipes. We also have vast inspection experience with all other manners of manufactured materials such as structural steel, reinforcement bars, fasteners, and bolts.

STATE's Structural Inspection division is the most experienced firm in the Chicagoland area for shop inspection of precast/prestress concrete and steel products. STATE is the trusted expert for nearly all the major Chicagoland agencies including Illinois Tollway, City of Chicago, O'Hare Airport, IDOT, and numerous other counties. STATE is the only firm providing materials inspection that is agency-focused; we concentrate on providing Quality Assurance (QA) services, not Quality Control, to eliminate any conflicts of interest for our clients. For prestressed concrete, every one of STATE's precast/prestress inspectors are Prestressed Concrete Institute (PCI) certified and have decades of experience providing QA inspection for a wide array of concrete products. For steel, every one of STATE's steel inspectors are American Welding Society Certified Welding Inspectors (AWS CWI) and have extensive experience inspecting products ranging from massive structural elements to the smallest of fasteners. In addition to our certified and experienced inspectors, STATE's Structural Inspection division is managed by a licensed Professional Engineer, registered both in Illinois and Wisconsin. This P.E. oversight provides efficient communication through all parties, allows inspectors to have an internal engineering resource for clarifications/issues, and a self-sustaining inspection program. Not only can STATE provide the most technically qualified and experienced inspection program, but we can also do it with potential cost savings for our clients. Since our inspectors are already representing multiple clients in most of the local fabrication shops, much of the logistics and shop time can be spread over multiple agencies. This is a unique and cost-effective service that no other engineering firm can offer. Our Structural Inspection division is also located in Beloit, Wisconsin which places us geographically near to many of the largest producers of these products.

MORREALE
empower • activate • transform

Morreale Communications (Morreale) is a leading certified woman-owned strategic communications firm with nearly 18 years of experience in delivering fully integrated communications solutions that connect, engage and educate audiences to transform outcomes and drive impact. Our award-winning agency is a powerhouse blend of 30+ experts from media, business, government and politics who serve with passion and deliver insights, unique perspectives and strategic counsel for organizations during times of change and opportunity. With extensive experience in brand building, thought leadership, earned media and issues management, we draw on the power, perspective and relationships of our diverse.

Firm Qualifications

Stanley Consultants offers a comprehensive range of services for project delivery, construction management and inspection. Our expertise in these areas leads to the efficient execution of projects, adherence to schedules and the delivery of the highest level of quality.



This project can be supported by more than construction services, as we can offer reach back services that encompass the entire project lifecycle, from planning, permitting and design through construction and commissioning. We will work closely with you and the designer of record throughout the construction to streamline construction activities and address issues that arise. Our experienced team of professionals use industry-leading tools and methodologies to effectively manage project scope, schedule and budget.

Our construction management experience shows a proven track record of overseeing complex construction projects for municipal clients like DWC, as well as other entities. We work closely with contractors, subcontractors and suppliers to verify that construction activities are carried out in accordance with project specifications and industry standards. We provide on-site supervision, quality control and safety management to mitigate risks and provide the highest level of construction quality. Our construction management services also include progress monitoring, cost control and change management to keep projects on track and within budget.

Additionally, our inspection services play a crucial role in verifying that construction activities comply with design specifications, codes and regulations. Our qualified inspectors conduct thorough inspections at various stages of construction to identify any potential issues or deviations from the approved plans. We provide detailed reports and recommendations to address any non-compliance or quality concerns, allowing for timely corrective actions and minimizing project delays.

Project Success

Stanley Consultants successfully managed a fast-moving program for the construction of the Morton Grove Niles Water Commission (MGNWC) transmission line that encompassed 13 individual construction contracts and 11 prime contractors. Our team was able to staff up and down as needed to provide full construction management coverage over the course of four years as individual contracts had staggered start and completion dates. During peak construction there were over 100 contractor personnel onsite daily, and our team provided 20 full-time staff overseeing construction and actively managing the program on behalf of MGNWC. Our construction burn rate at its peak was $8.8 Million per month. The MGNWC transmission system was successfully commissioned ahead of schedule and has been operating reliably ever since.

PROJECT DELIVERY

Our dynamic project team, alongside our available supplemental services personnel include experts in project management, contract management, cost estimating, corrosion protection, materials testing and construction inspection. The members of our team have worked with DWC and understand your objectives and goals. We are familiar with your system, operations team and workflow and will add consistency and efficiency to the project delivery. Our team excels in overseeing all aspects of project execution, seamless coordination and efficient resource allocation. When managing projects, we bring a standard project management framework that fosters successful implementation. Components of this framework include:

- **Right Person, Right Job:** Resourcing the correct people with the right skills to achieve the project's goals; and
- **Accountability:** Prioritize accountability and reporting to achieve successful project delivery.

To minimize disruption to DWC and surrounding stakeholder communities, we understand the importance of contract management and schedule management. We are skilled in developing and maintaining project schedules, closely monitoring progress to achieve timely completion. We can effectively manage contracts, verifying compliance, mitigating risks and fostering strong relationships with stakeholders.

Other critical components of project delivery that will be beneficial to the organization include:

- **Risk Management:** Our proactive approach to risk management allows us to identify, assess and mitigate potential risks throughout the project lifecycle.
- **Cost Estimating:** Leveraging our experience and industry knowledge, we provide accurate and reliable cost estimates to support budgeting, financial planning and confirming the validity of contractor change order costs.
- **Materials Testing:** Our experienced in-house materials testing team can develop tailored quality assurance testing regimens across all major construction materials including soil, concrete and asphalt, to conveniently monitor specification compliance.

CONSTRUCTION MANAGEMENT AND INSPECTION

Similar to strategies for managing project risk and schedule variances, we will continue to embed a culture of quality for DWC. The result will be finished assets that not only meet budgetary goals but also provide expected value in terms of length of reliable service, within a sustainable and safe working environment. By involving the right reviewers at the right times, following through with timely and appropriate quality checks, and establishing an effective construction quality program, we will exceed our performance expectations.

Other critical components of construction management that will be beneficial to the organization include:

- **Field Supervision:** Our experienced team provides on-site supervision, closely monitoring construction activities to maintain adherence to project specifications and regulatory requirements.
- **Coordination and Communication:** We excel in facilitating effective communication and coordination among project stakeholders, fostering collaboration and minimizing conflicts. We understand that our inspectors will be the field representatives for DWC while on-site and that the upstreaming and down-streaming of information is key to DWC making informed decisions. Morreale Communications will support our team if formal public relations services are requested.
- **Health and Safety:** We prioritize the well-being of all project participants—including residents, workers and visitors near the construction sites. We will monitor the contractor's safety plans and protocols to help maintain a secure working environment.
- **Commissioning:** Our team's expertise enables us to closely oversee the commissioning process, diligently monitoring systems and components to confirm thorough testing and full operational readiness. Through our unwavering commitment, we will meet your needs and minimize the likelihood of any potential operational issues in the future.



By offering these comprehensive project delivery, construction management and inspection services, we are well-equipped to meet DWC needs and the requirements of other key stakeholders such as IDOT.

COMPLIANCE AND DOCUMENTATION

As a construction project manager, Stanley Consultants is familiar with reviewing the compliance requirements for both state and federal funding and developing a compliance plan. On past projects, the processes developed to adhere to those requirements were documented in the construction plan, established workflows using the existing project management information system and standard language added to all contracts to guarantee all parties were held to the same requirements. A robust reporting and compliance (audit) process was implemented to ensure all parties were maintaining the required compliance set forth by the funding agencies. Throughout the process, there was regular contact and communication with funding representatives to elaborate their reporting needs and provide a collaborative process.

Jeff Luif and Michael Colby serve as cornerstones of our team's federal compliance expertise. Jeff has successfully managed construction documentation and financial oversight on multiple federally funded projects, ensuring full compliance with federal regulations while maintaining meticulous record-keeping practices essential for federal audits. Michael also has extensive federal documentation experience involving SRF and WIFIA funding sources for various water clients.

Our team's experience with federally funded infrastructure projects makes us uniquely qualified to address the specific requirements of the Waterlink Extension Project. We understand that this project will utilize WIFIA funds, and our experience managing federal documentation systems across numerous large-scale infrastructure projects has prepared us to implement the rigorous documentation protocols required for WIFIA compliance.

KEY FUNDING COMPLIANCE EXPERIENCE

IDOT Internal Project Closeout Auditor Experience, Documentation Auditor

Jeff Luif recently served as an internal project closeout auditor for IDOT on their in-house federally funded projects, a role that provided him with specialized insight into the most critical aspects of federal compliance from the agency perspective. In this capacity, Jeff reviewed project documentation for completeness, accuracy, and compliance with federal requirements before final submission to federal funding agencies. This experience allowed him to develop a comprehensive understanding of what federal auditors specifically look for during project reviews, including common documentation deficiencies that can delay reimbursement or result in funding clawbacks. Typical items of concern include proper certification of materials for payment, proper daily, weekly and monthly documentation, correct measurement procedures and calculations of quantities.

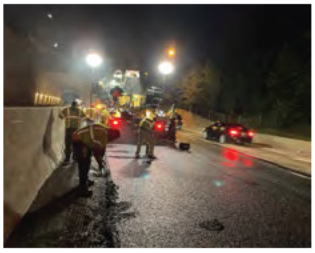
This specialized auditing experience will provide exceptional value to the DuPage Water Commission on the Waterlink Extension Project. Jeff's knowledge of federal closeout procedures allows him to implement preventative measures from the project's outset, establishing documentation systems specifically designed to pass federal scrutiny. Rather than addressing compliance issues reactively, Jeff's approach ensures that all documentation will be properly structured, organized, and maintained throughout the project lifecycle, significantly reducing the risk of funding complications during closeout. This proactive strategy minimizes administrative burdens for the Commission and helps ensure the prompt release of final federal payments.

US 20 Corridor Improvement Project | IDOT District 1, Assistant Resident Engineer & Documentation Engineer

Jeff Luif served as Assistant Resident Engineer and Documentation Engineer for the $30 million US 20 corridor improvement project from Nesler Road to Shales Parkway in Elgin. Throughout this IDOT project, Jeff implemented comprehensive documentation systems aligning with federal funding protocols. He processed all payment documentation according to federal financial guidelines, maintained detailed records of contractor activities to support potential federal audits, and managed quality assurance documentation to verify compliance with federal standards. His meticulous approach to processing change orders and extra work orders ensured proper federal justification procedures were followed, while his expertise in preparing pay estimates guaranteed compliance with federal payment mechanisms.

I-90 (Kennedy Expressway) Resurfacing | IDOT District 1, Materials Coordinator and Documentation Engineer

As Materials Coordinator and Documentation Engineer on the I-90 Kennedy Expressway Resurfacing project, Mr. Luif managed all Quality Assurance requirements for this federally funded interstate project. Jeff coordinated materials testing to ensure strict adherence to FHWA quality assurance standards, maintaining comprehensive material certification records required for federal reimbursement. His duties also included documenting compliance with federal Buy America provisions, a critical component for federal funding eligibility. Jeff thoroughly validated all contractor material submittals against federal specifications, creating a seamless audit trail that facilitated smooth federal reimbursement processes.



I-90 Night Construction

I-80 Roadway and Bridge Widening | IDOT District 1, Documentation Engineer

On this federally funded interstate project, Jeff conducted on-site inspection and documentation of construction activities on a 7-mile section of I-80 from US 30 to US 45. During this assignment, Jeff maintained daily inspection records of all inspection staff that met federal and state documentation standards. His field work involved tracking quantities and verifying measurements according to federal protocols, ensuring construction activities maintained compliance with federal environmental requirements, and verifying construction layout in accordance with federally approved plans. This experience provided Jeff with firsthand knowledge of how federal compliance requirements translate to field operations, a perspective that proves invaluable when managing complex federally funded projects.



I-80 Roadway Construction

Morton Grove Niles Water Commission SRF Construction Compliance, Field Engineer

On Morton Grove Niles Water Commission Supply Project, Michael provided funding support throughout the project into construction. Compliance and coordination was an effort between the designer of record/ engineer reviewing the shop drawings, diligently confirming required certifications that products were made in America and met the AIS requirements (now BABA), and the field inspector who inspected the actual product delivered to the worksite to confirm that it matched the product submitted in the shop drawing. It was an explicit priority of the construction management team that the project had to be 100% compliant with the AIS requirements with no exceptions. In addition, Michael had monthly check-in calls or emails with the IEPA funding project manager.



MGNWC Construction

WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) SPECIFIC REQUIREMENTS

The WaterLink Pipeline Project's utilization of WIFIA funding introduces specific compliance requirements that differ from traditional federal highway funding. WIFIA projects operate under EPA oversight and include several unique compliance elements that our team is prepared to address:

WIFIA projects require detailed Environmental Compliance documentation beyond typical NEPA requirements, with particular emphasis on water quality assurance measures. The program mandates comprehensive American Iron and Steel (AIS) documentation, which requires certification that all iron and steel products used in the project are produced in the United States. Unlike some federal funding programs, WIFIA requires detailed documentation of all project components to ensure that funded elements directly support water infrastructure improvements.

The program also has Davis-Bacon prevailing wage compliance provisions, requiring weekly certified payroll submissions with enhanced verification processes. WIFIA projects include distinctive financial reporting requirements, including regular drawdown documentation with supporting evidence of completed work, quarterly progress reporting with financial performance metrics, and annual credit surveillance documentation.

Risk management documentation is another critical requirement, necessitating regular updates on project risks and mitigation measures throughout the construction process. The program requires a formal asset management system documentation to ensure long-term sustainability of the funded infrastructure. WIFIA-funded projects also typically require enhanced contractor compliance documentation, including verification of registration with the federal System for Award Management (SAM).

Our team is well-versed in these specialized requirements and has established systems to ensure full compliance while minimizing administrative burden.

The critical nature of federal funding reporting cannot be overstated. Our team has established robust processes to ensure accurate and timely submission of all required federal documentation. We have systems for proper segregation of federally eligible versus non-eligible costs, allowing for clear tracking of expenditures. Our verification processes for contractor compliance with federal requirements help prevent costly compliance issues, while our comprehensive audit trails for all project expenditures ensure transparency throughout the funding process.

Project Understanding

We believe the best way to approach a construction management project is with an experienced, organized and proactive project team. Stanley Consultants has many years of experience performing at a high level on projects with extensive public exposure. This valuable experience will be a great asset when dealing one on one with stakeholders and with time of the essence, to complete the work on schedule.



The construction of the Waterlink Extension project will be under a program led by Burns & McDonnell. The selected construction management consultants must work as a cohesive unit aligned on roles, responsibilities and common methodology on project oversight, coordination, contract administration and compliance, quality and safety and reporting. Our knowledge of each segment, as they currently stand, is based on project plan reviews and site visits. Our project approach within this proposal shows our best practices on our typical standalone construction projects, however our team is accustomed to working as a larger team and utilizing common field techniques and tools, working under a program manager.

Understood Expectations from a Program Construction Manager and Owner



This construction project will bring Lake Michigan water to the three WaterLink Communities, which are facing ground water supply and quality issues. Stanley Consultants is submitting on construction management services on FW-1-25 Sections 2, 3 and 4. Our knowledge of each segment, as they currently stand, is below. In the critical elements section, we will discuss our team's approach to mitigate for potential risks and key fundamental aspects of the project.

Construction management and inspection services will be essential elements in safeguarding the successful delivery of the Waterlink Extension Project. These services aid in the project being completed on time, within budget, and in compliance with safety, environmental, and regulatory standards.

FW-1-25 SECTION 2

The FW-1-25 S2 DWC transmission main will follow Collins Road in Oswego and unincorporated Kendall County. The proposed 36-inch diameter pipe material will be either steel, PCCP, or ductile iron. The water transmission main will deliver water to Oswego Meter Station MS-32B, which has the highest water demand of the seven meter stations, through a 24-inch diameter ductile iron branch line. The project location along Collins Road presents challenges due to recently changing rights-of-way and construction of new roundabouts along the route. The project includes



Collins and Grove Roundabout along Section 2

five trenchless installation locations, at roundabouts, a County Highway crossing, and to cross Morgan Creek. FW-1/25 S2 will connect to the south end of FW-1/25 S1. FW-1/25 Sections 1 and 2 may be awarded as one construction contract or divided into two separate contracts. The project will connect to FW-1/25 Section 3 to the west, after reducing down to 24-inch diameter, which ultimately delivers water to the United City of Yorkville.

FW-1-25 SECTION 3

The FW-1-25 S3 DWC transmission main, one of the more complicated routes due to ongiong construction, extends from the intersection of Minkler Road and Collins Road to a metering station located along State Highway IL-71 just northeast of the Intersection of IL-71 and East Schoolhouse Road. The 20,076 linear feet (~3.8 miles) transmission main passes through Oswego and Kendall Townships, and the City of Yorkville in Kendall County, Illinois, crossing through a farm field permanent easement at the north end and running along the southeast side of IL-71 for the remainder of the transmission main.



SCI has been monitoring ongoing utility improvements along IL-71, including relocated power poles.

The FW-1-25 S3 transmission main will be 24-inch ductile iron pipe, and primarily installed in an open vertical trench with select trenchless crossings (jack and bore or horizontal directional drilling) where it crosses cross streets and creeks and waterbodies (8 trenchless crossings currently proposed).

The alignment is proposed on the southeast side of IL-71. IL-71 is currently under reconstruction, widening the highway from two to four lanes. The surface utilized to develop the depths for the proposed transmission main is a construction surface and not a surveyed surface, which may pose risk. There are utility conflicts on the east side of IL-71, but the west side posed other issues such as forested areas that could not be disturbed. The transmission main is currently under review by IDOT District 3 to determine if it will be permitted on the east side of the highway and granted variances to some of the District's preferences. These preferences include staying outside of the roadside ditch slope and three feet outside of the ditch flowline. Some storm sewers along IL-71 will require slip lining where the transmission main is proposed within 10 feet of the existing storm sewers which is called out in the plans. The location of NICOR gas lines and other utilities is not certain and will be the responsibility of the contractor to protect in place or remove and replace during construction. The other main utility conflict is the ComED poles and transmission that run along the east side of IL-71. Stanley has had correspondence with the utility and determined that the edge of trench for construction must be more than four feet away from the poles to prevent relocation (they will require bracing), and this has been taken into consideration with the design.

The main unknown with the FW-25-1S 3 alignment at this time is whether or not IDOT District 3 will permit the alignment of the transmission main along the east side of IL-71, or if they will require the line to relocate to the west side of IL-71 at some locations, adding at least two highway crossings. IDOT District 3 is currently reviewing.

FW-1-25 SECTION 4

This project is decentralized, consisting of non-continuous 16, 20, and 24-inch diameter ductile iron pipe delivery water to four new meter stations. To the east, a 20-inch diameter ductile iron pipe will follow IDOT District 1 right-of-way on Route 30 and Hill Avenue, crossing Route 34, to deliver water to the Village of Montgomery. This portion of this section includes four IDOT right-of-way crossings, which are required to be trenchless and in a casing pipe. To the west, a 24-inch diameter pipe connects to the 54-inch diameter pipe constructed in TW-6-25 Section 3 and follows ComEd right-of-way for approximately 4,300 feet before crossing under a BNSF railway to Yorkville Meter Station MS-33B. This work will require close adherence to requirements provided by ComEd and BNSF, two key stakeholders. To the north, a 24-inch diameter pipe connects to the same 54-inch diameter pipe and follows an easement to Tuscany Trail where a 16-inch branch line crosses via bore and jack under Orchard Road to Oswego Meter Station MS-32C. The 24-inch diameter pipe continues north in an easement east of Orchard Road before reducing to 20-inch diameter and turning east along Galena Road in an easement to deliver water to the Village of Montgomery at MS-31B. Continuous coordination with the meter stations contractor will be required as FW-1/25 Section 4 connects to four different meter stations.



Mill Rd and ComEd ROW intersection with Railroad tracks toward Yorkville delivery point

Our construction management and inspection team understand the requirements of long, large diameter pipeline projects and we have the support of in-house engineers of all disciplines, cost-estimators, schedulers and project control specialists.

With our knowledge and experience, the Stanley Consultants team will provide exceptional construction management support for DWC projects, providing successful completed extension of the DWC system and client satisfaction.



We understand that a successful project requires close monitoring of the Contractor's activities as well as cooperation and communication. Jesse Singer has built his careers on searching for solutions to problems before they arise, communicating issues to all parties, and then providing solutions that value both project schedule and budget. On the $84 million Morton Grove - Niles Water Commission Transmission Project, Jesse served as a full-time resident engineer managing multiple pipeline contracts. He led those projects to be completed on budget and on time.



We understand construction change orders impact cost control and budget constraints. Our team has Jared Hamilton to support DWC, and he will be a key leader in providing construction staffing and management services. On the $84 million Morton Grove - Niles Water Commission Transmission Project, Jared managed 21 full-time resident engineers, contract administrators and field engineers. He was responsible for planning and directing all construction management tasks, including preconstruction and progress meetings, coordination with testing laboratories, field inspection and submittal reviews.



We understand funding and permitting compliance. Michael Colby served a key role is securing and executing the $84 million SRF loan for the Morton Grove Niles Water Commission Transmission project. Michael worked with EPA to close out all 10 SRF-funded contracts at the completion of the project. He also served in the field as a field representative, led permit efforts and negotiated with permit stakeholders throughout the construction.



We understand the importance of compliance, particularly related to funding. Jeff Luif is experienced in documentation related to federally funded projects, a role that provided him with specialized insight into the most critical aspects of federal compliance from the agency perspective.

He is has expertise leading other documentation including but not limited to change orders, extra work orders and pay estimates. Jeff also specializes in the inspection of MOT, traffic and overall QC.



We understand large diameter pipeline construction management and quality control. Matt Gaughan has a track record of delivering large diameter water conveyance projects. He will serve as a technical and quality control advisor to DWC on this project. He has opened a new office of Plus Six Engineering in Illinois. For Tarrant Regional Water District, TX, Matt provided technical reviews and construction quality management for the $2.3B, multi-phase project of 150 miles of 84- to 120-inch diameter pipeline, three intake and lake pump stations, three 200-350 mgd booster pump stations and a 450 MG balancing reservoir.



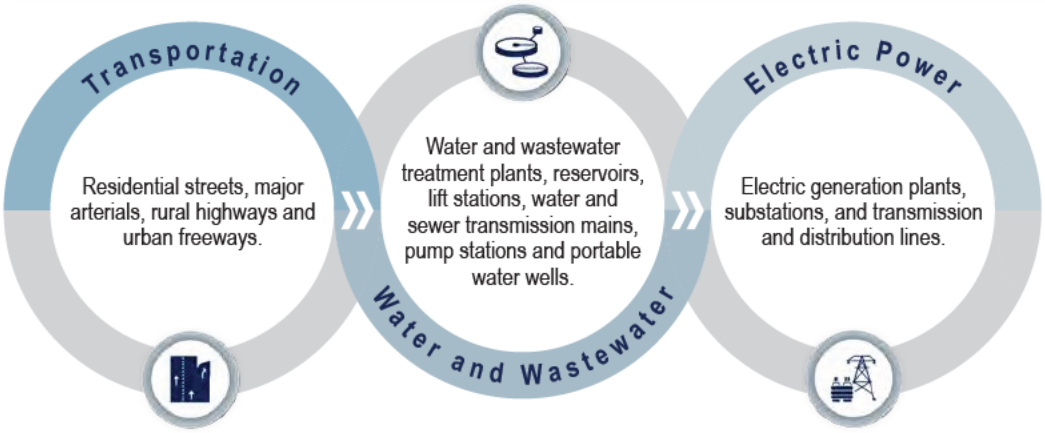
We understand the existing DWC water system and lessons learned from the construction of the original DWC water system which we will apply to this extension of service. Dave Barnas provided design and construction management for several segments of the original system. Dave was also the RE for the pump stations and water mainlining contracts on the MGNWC project.

Relevant Firm Experience

Stanley Consultants offers comprehensive professional services to the utility industry, including a wide range of construction inspection services for water, water treatment, transmission, substation and distribution projects of varying complexity. These services can be provided as a supplement to our engineering services or as standalone offerings for your projects. Field services and construction management are integral components of our service portfolio, and we have a skilled team of construction professionals dedicated to upholding contractual obligations, adhering to industry construction standards and specifications and advocating for your best interests.

DWC and Burns and McDonnell can count on our construction management professionals to look out for their best interests since they come from a variety of backgrounds, including experience working for contractors, utilities and public agencies. We can support these construction contract(s) with a construction management staff of more than 100 professionals, including a diverse Chicago-based construction management staff. They are fully supported by our local office with design expertise in wastewater, water, civil, transportation, structural, electrical, mechanical and landscape architecture.

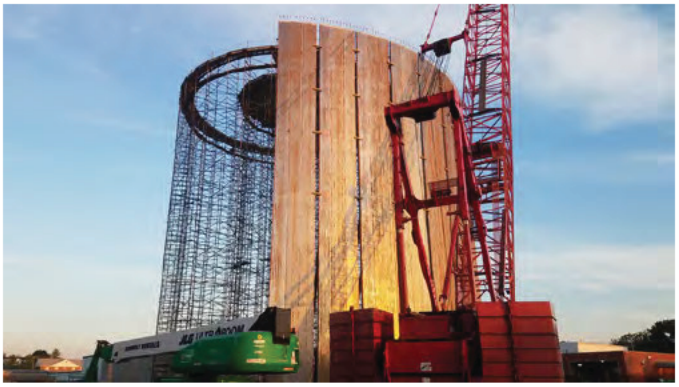
In the past **14 years**, we have completed construction services engagements on well **over $2 billion in capital projects.**



Stanley Consultants' field and inspection services responsibilities have included:

- Establishing and maintaining open lines of communication among stakeholders.
- Conducting or participating in preconstruction conferences.
- Holding meetings with relevant stakeholders to review work progress, discuss field observations, address conflicts, manage delivery and construction schedules, maintain quality standards and document and distribute meeting minutes.
- Issuing and maintaining logs of requests for information, instructions to contractors and change orders in coordination with the designer of record, depending on the item of concern.
- Reviewing and processing pay applications.
- Preparing and distributing daily and weekly status reports.
- Monitoring and evaluating construction for quality assurance.
- Documenting construction progress through daily logs that record site conditions, work hours, performed tasks, contractors' personnel and equipment on-site, delivered materials, material quantities and on-site test results.
- Providing regular progress reports and participating in project meetings as required.
- Consistently documenting and photographing progress.
- Reviewing change order requests before submission and suggesting alternatives to change orders whenever possible.
- Collaborating with the contractor throughout the project to maintain up to date as-built drawings that document changes from the original design, providing a final set of as-built drawings upon project completion.
- Reviewing safety practices for all field personnel and promptly notifying the construction manager of any observed unsafe work practices.

At Stanley Consultants, we prioritize the highest standards of construction inspection services to uphold the successful execution of your utility projects while maintaining safety, quality and adherence to specifications.



Services Provided

- Construction and Program Management
- Construction Inspection
- Public Outreach
- Project Coordination
- Survey and Record Drawings
- Funding Compliance
- Commissioning and Closeout

Project 1 – Water Supply Transmission Mains & Facilities Design

MORTON GROVE NILES WATER COMMISSION » MORTON GROVE & NILES, IL

After conducting studies and providing proof of concept, Stanley Consultants undertook the design engineering services for a comprehensive water transmission project. This included hydraulic analyses and final designs for a 12-mile stretch of 30-inch and 20-inch ductile iron water transmission main, two water pumping stations and a 7-million-gallon standpipe.

The design process also involved evaluating transmission main alignments and construction techniques to minimize risk, mitigate impacts on environmentally sensitive areas and optimize value. Notably, trenchless river crossings were selected as part of the construction techniques.

The project encompassed the design of two water pumping stations responsible for conveying water from the City of Evanston to the Villages. The Intermediate Booster Pumping station, situated in Evanston, had an average day pumping capacity of 5,000 gpm and a maximum day capacity of 8,800 gpm.

On the other hand, the Nagle Avenue Pumping Station, in Morton Grove, consisted of three sets of pumps supplying water to both communities. The first set of pumps, serving Morton Grove, had an average day pumping capacity of 2,200 gpm and a maximum day capacity of 4,000 gpm. The second set, serving Niles, had an average day pumping capacity of 2,800 gpm and a maximum day capacity of 4,800 gpm. The third set of pumps directly supplied water to the Niles distribution system, with a pumping capacity of 2,000 gpm.

Client Testimonial

Ralph Czerwinski, the Village Manager overseeing construction of the Morton Grove – Niles Water Commission Construction Project, stated "Jared Hamilton managed the construction of the project with great success. He served as an active leader and found solutions to issues and conflicts in the field before they became a problem. He proved to be a proactive leader who managed a large project requiring tremendous coordination under a compressed construction schedule."

REFERENCE »
Morton Grove - Niles Water Commission
1000 Civic Center Drive
Niles, IL 60714

William Balling
Managing Director
847.588.8010
bill@wrbllc.com

COMPLETION DATE »
2022

KEY PERSONNEL »
Jared Hamilton
Jesse Singer
Michael Colby
Dave Barnas
Dwayne Jackson

AWARDS »
ASCE – Illinois Outstanding Civil Engineering Achievement Award

APWA – Illinois Public Works Project of the Tea Environmental Category - > $75 Million

ACEC – Illinois Engineering Achievement Award

FUNDING »
IL State Revolving Fund

Client Testimonial

"Throughout the project, Stanley Consultants and its team of engineering firms repeatedly and consistently provided sound engineering and construction management solutions. Their professionalism is greatly appreciated, and we are pleased with their services."

"I am proud to state that as a result of the efforts of Jared Hamilton, serving as the Water Commission's construction manager, objectives have been met, water is flowing and savings are being realized daily. His moral compass and character are stellar and his contributions to the Water Commission and its members have produced a highly successful project."

– William Balling, Managing Director



With our comprehensive design and construction management services, Stanley Consultants played a pivotal role in the successful implementation of the water transmission project, effectively meeting the specific needs of the communities involved. Adjacent to the Nagle Avenue Pumping Station, a prestressed concrete standpipe stands tall at 100 feet, serving a vital function in the water transmission system. With a usable capacity of 7 million gallons, it maintains system pressure during periods when the pump stations are inactive.

The project also encompasses the structural lining of 2.3 miles of existing water transmission main, improvements to the ground-level reservoirs in the communities, and the implementation of a comprehensive SCADA control system. This control system facilitates the seamless operation of all facilities in conjunction with the existing storage and distribution systems in the Villages.

The project was executed on an accelerated schedule due to the impending expiration of water supply contracts with the City of Chicago. Implementing the change of supply would result in significant daily cost savings. Recognizing the importance of meeting this schedule, Stanley Consultants provided a united and collaborative approach among all stakeholders right from the project's inception. To achieve this, an early meeting addressed concerns, established the project's schedule and defined the scope of work. Through cooperative efforts, planning and design progressed efficiently, with a mere 11 months between the initiation of planning and the successful receipt of bids.



During construction, Stanley Consultants provided a program manager, resident engineers and inspectors to guide the completion of the facilities. Rather than bid the work as a single contract, the project was strategically divided into 13 contracts to allow for increased competition on bids and simultaneous construction throughout the length of the project, making it possible to complete the work before the existing water contract expired in December 2018. Stanley Consultants developed a field management plan that included required documentation procedures and clear chains of command for the efficient administration and observation of construction work. This plan included procedures that complied with the requirements of IDOT, Morton Grove, Niles and Skokie including those for security and document control. The implementation of this plan helped guard the MGNWC against defects and deficiencies in construction and help achieve the intended transmission system with the proper consideration of the impacts on the communities and the residents.

HOW PROJECT RELATES TO RFP

Stanley Consultants provided a dedicated program manager, resident engineers and inspectors for this water project. Our expertise and guidance played a crucial role in overseeing the construction of the facilities. By closely collaborating with all parties involved, we facilitated effective communication and coordination, enabling the project to meet its accelerated schedule requirements.

Client Testimonial

"[Jeffery Luif] went above and beyond to get me all the required documents necessary. He raised the bar high for his position, I really appreciate his dedication and hard work."

– Hassan Dastgir, Transportation Engineer, District 1

Services Provided

- Construction Management
- Construction Inspection
- Public Outreach
- Survey and Record Drawings
- Documentation Closeout

Project 2 – 159th Street Widening and Reconstruction

ILLINOIS DEPARTMENT OF TRANSPORTATION, DISTRICT 1 » CHICAGO, IL

Stanley Consultants provided construction management services for this roadway reconstruction and widening project of a 5-mile stretch of IL Route 7 and the six related signalized intersections. The improvement includes the installation of proposed storm sewer, pipe culverts, precast box culverts, three retaining walls, two pile-supported embankments, traffic signals, and collateral work necessary to complete the project as shown in the plans. The construction value for this project was $68 million. Extensive utility relocations were needed to start construction on the project which delayed the contractor by one full year. Our team worked with the Contractor to develop efficiencies that would allow some of that time to be recovered. Our approach was to work proactively with the client and contractor, to develop strategies, such as modified staging, that helped keep the project on schedule and moving forward.

CHALLENGES

There were 28 utility relocation permits issued within our project limits that required extensive coordination. Our team proactively worked with the Contractor to develop efficiencies that would allow some of that time to be recovered.

SERVICES AND CRITICAL APPROACH AND APPLICATION

Stanley Consultants provided construction engineering management services. Our approach was to work proactively with the client and contractor, to develop strategies, such as modified staging, that helped keep the project on schedule and moving forward.

REFERENCE »
Illinois Department of Transportation, District 1
201 W. Center Court
Schaumburg, IL 60196

Jon Schumacher
District 1 Bureau Chief of Construction
217.782.7820
jonathan.schumacher@illinois.gov

COMPLETION DATE »
2020

FINAL CONSTRUCTION COST »
$68 Million

KEY PERSONNEL »
Jared Hamilton
Jeff Luif
Brad Lovell
Ben Pedrigi
Dwayne Jackson

Client Testimonial

"Stanley Consultants showed professionalism in all their conduct. The whole team was self-managed and were always responsive to job issues. Always came up with fresh approaches to construction problems."

– Ali Ewidah, Resident Engineer; Illinois Department of Transportation, District One; IDOT Consultant Evaluation for 159th Street Reconstruction - Overall "Excellent"



Services Provided

- Owner's Representative
- Construction Management
- Design Oversight
- Construction Inspection
- Coordinate with Stakeholders Along Alignment
- Review/Coordinate MOPOs
- GMP Review and Negotiations
- Review Plans and Specs
- Prepare Daily Field Reports
- Direct Pipeline Relocations
- Review CM@R's As-Builts
- Prepare/Seal Record Dwgs
- Review Testing and Disinfection/Flushing Plans

Project 3 – 66" Drought Pipeline Project, Segment 2

CITY OF PHOENIX » PHOENIX, AZ

Stanley Consultants provided full-time project / construction management services on this $59.9 million CM@R delivered infrastructure improvement project. Work consisted of installing 22,723 LF of 66" Welded Steel Transmission Main; 6,795 LF of Ductile Iron Pipe (6", 8", 12", 24", 36" and 42"); 6ea 86" steel casing Jack-and-bore Hand Tunnels; 30ea Cathodic Protection Test Stations; 4ea Deep Well and Cathodic Rectifiers; 24-, 36-, and 43-inch transmission main tie ins.

We provided design review, GMP review and negotiation, and full-time construction administration and inspection for this project. Public outreach, traffic control, utility coordination, and coordination with adjacent neighbors was also required to complete this project.



REFERENCE »
City of Phoenix
200 W Washington Street
Phoenix, AZ 85003

Clayton Freed, PE
602.495.5024

Chris Elison
602.309.1724

COMPLETION DATE »
2023

FINAL CONSTRUCTION COST »
$59.5 Million

KEY PERSONNEL »
Jay Horak

PROJECT AWARDS »
American Water Works Association Arizona Chapter

Water System Project of the Year 2024



Services Provided

- Construction Oversight
- Construction Inspection
- Staff Augmentation
- Water and Wastewater Line Replacement
- Contractor Coordination

Project 4 – Construction Oversight for FWLAP Projects

COLORADO SPRINGS UTILITIES » COLORADO SPRINGS, CO

Stanley Consultants was contracted by UTILITIES to provide an extension of staff for their Finished Water Linear Assessment Program (FWLAP) projects. We provided construction phase inspection and oversight services for various potable water and wastewater lines ranging from 4-inch to 60-inch diameter, including connections to existing wastewater and water service lines, fire hydrants, air vacuum and relief valves and vaults for pressure regulation stations.

UTILITIES owns, operates, and maintains approximately 2,200 miles of finished water transmission and distribution mains within the City of Colorado Springs and surrounding areas. Due to poor pipeline condition caused by internal and/or external corrosion and other factors, several of which now require replacement.

Stanly Consultants has actively worked to monitor, inspect and as-built new and existing conditions for UTILITIES on their South Academy Boulevard Improvement project, and Gillen Road and Jenkins Place waterline replacement.



HOW PROJECT RELATES TO RFP

On both projects Stanley Consultants has served as UTILITIES' representative and scheduled closures, overseen shutdowns, coordinated construction activities with the contractor, as-built new conditions and provided close communication with UTIITIES project managers.

REFERENCE »
Colorado Springs Utilities
120 South Tejon Street
Suite 200
Colorado Springs, CO 80903

Rockie Wiley
Project Manager III
719.668.4675
rwiley@csu.org

COMPLETION DATE »
2024

KEY PERSONNEL »
Matt Lytle
Anthony Cappadoro
(Oversight by Jared Hamilton)

Project 5 – Val Vista Transmission Main Rehabilitation (GMP1 and GMP2)

CITY OF PHOENIX » PHOENIX, AZ

GMP 1 was a $6.3 million transmission main rehabilitation project which included the rehabilitation of 3,109 LF of 90-inch PCCP using solid can steel liners. GMP 2 was an $11.4 million transmission main rehabilitation project consisting of the rehabilitation of 4,901 LF of 96-inch PCCP using both solid and split can steel liner. Both projects were in the City of Mesa, and were spread across three access portal (pit) locations. Construction schedule was extremely critical with the project, as the pipeline was needed for Val Vista WTP startup on January 1, 2019.

RELEVANT PROJECT FEATURES

- Shutdown and dewatering of the existing transmission main
- Excavation and backfill of access portals
- Demolition and removal of the existing PCCP transmission main at access portals
- Installation of new welded steel liner inside the existing PCCP transmission main
- Grout annular space between the inside of the existing transmission main and the outside of the newly installed welded steel liner
- Cement mortar lining the interior of the newly installed welded steel liner
- Installation of new 90-inch butterfly valve assembly
- Installation of new air blowoff assembly
- Installation of closure piping at the access portal locations
- Fill, flush, test, disinfect and return to service the previously dewatered section of transmission main

RELEVANT SERVICES PROVIDED

- Review of construction plans and specifications
- Administration, inspections, and special pipeline inspections
- Resident engineering services during construction
- Act as City's representative during construction
- Develop project schedule with the CMAR
- Hold on-site and off-site meetings w/ CMAR, City, impacted third parties, utilities, and regulatory agencies as required
- Monitoring of job progress and keep City informed of project status
- Review shop drawings and test results
- Maintain project documents including correspondence, schedules, submittals, test data, payments, meeting minutes, specifications, drawings, photographs, shop drawings and as-builds.
- Review and certification of progress payments and change orders
- Review of contractor red-lines
- Preparation Record Drawings
- Public information and public relation services
- Coordination among City departments, governmental agencies, and operations staff
- Review of pipeline shutdown and startup plans

REFERENCE »
City of Phoenix
200 W Washington Street
Phoenix, AZ 85003

Mario Brown, PE
602.262.6553

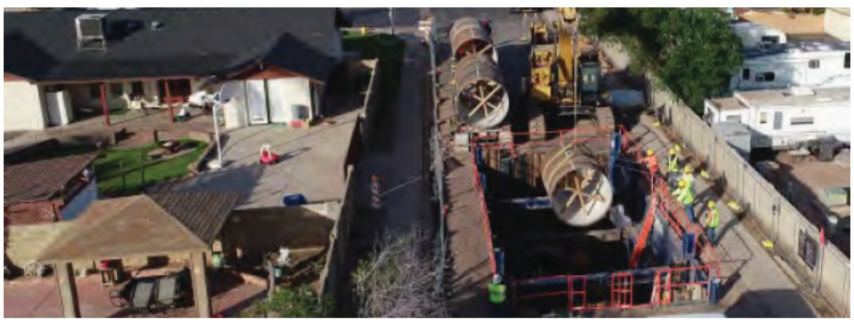
James Taschner, PE
602.495.6841

COMPLETION DATE »
2020

FINAL CONSTRUCTION COST »
$11.4 Million

KEY PERSONNEL »
Jay Horak

AWARDS »
Water Works Association
Arizona Chapter
PROJECT OF THE YEAR
$5M but less than $25M
category



PSE | +6



Section 12-13-MBR – Installation of 108-inch welded steel pipeline

Services Provided

- Program Management
- Land Acquisition Support
- Design Management
- Local Permitting
- Bid Phase Management
- Construction Management
- Inspection Services

Project 6 – Integrated Pipeline Project

TARRANT REGIONAL WATER DISTRICT » FORT WORTH, TX

The IPL is a $2.3B, multi-phase project consisting of the planning, design and construction of a 350-mgd raw water conveyance system (150 miles of 84- to 120-inch-diameter pipe, three intake-and-lake pump stations, three 200-350 mgd booster pump stations, a 450 MG balancing reservoir, three pressure reduction / interconnection stations and other ancillary facilities). Through Sept. 2024, the IPL has completed or begun construction on 35 projects (100 miles pipeline, 3 pump stations, 3 interconnect facilities) with a construction cost of $1.03 billion. Each pipeline was designed for both welded steel and PCCP options.

Plus Six Engineering personnel have played key roles in development and implementation of TRWD's IPL Program serving as engineering coordinator, procurement phase manager, construction managers and inspectors.

HOW PROJECT RELATES TO RFP

The project evaluated, designed and used both steel and PCCP options.



Section 17 Trinity Tunnel – Installation of 108-inch steel pipe in tunnel

REFERENCE »
Tarrant Regional Water District
800 E. Northside Drive
Fort Worth, TX 76102

Ed Weaver
IPL Program Manager
817.720.4255
ed.weaver@trwd.com

COMPLETION DATE »
Ongoing

KEY PERSONNEL »
Matt Gaughan

PSE | +6

Client Testimonial

"Plus Six Engineering is currently filling a critical onsite construction management role on one of the most unique water infrastructure programs in Texas. Matt has also provided exceptional support to Pape-Dawson's statewide Construction Management team through contract administration, inspections, and overall project management, assisting us in leading water infrastructure design and construction projects totaling over $1 billion."
– Toby Flinn, P.E., PMP, Pape Dawson Engineers

Services Provided

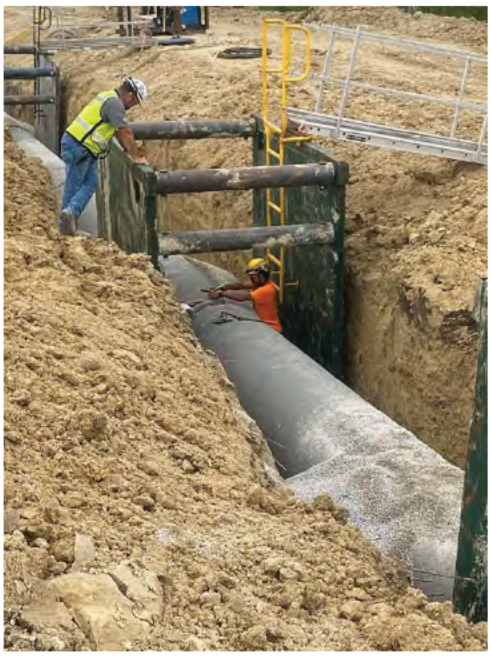
- Program Management
- CMAR Procurement
- Bid Document Preparation
- Bid Management
- Construction Phase Engineering Support and Oversight
- Project Documentation and Controls

Project 7 – Major Infrastructure Improvement Program

CITY OF SHERMAN » SHERMAN, TX

The City of Sherman is undertaking a $500M infrastructure improvements program to support industrial development in support of microchip manufacturing. To support water and wastewater needs including a new water pipeline, water treatment plant expansion, a new wastewater treatment plant and a roadway improvement, the City of Sherman hired a program management team to oversee these projects. PSE provides program and construction management support for three projects:

- Water Line - 15 miles of 36-inch bar-wrapped concrete cylinder pipe and HDPE directionally drilled trenchless crossing, delivered using CMAR.
- Water Treatment Plant – expansion of existing RO/UF water treatment plant including pre-purchase of equipment and delivery using competitive bidding.
- Wastewater Treatment Plant – new 4 mgd membrane bioreactor wastewater treatment plant, delivered using CMAR due to accelerated schedule.



36" Bar Wrapped Pipe, External Joint Coating, Diaper Installation

REFERENCE »
City of Sherman
405 N Rusk Street
Sherman, TX 75090

Tom Pruitt, PE
Utility Engineer
903-892-7212
tomP@cityofsherman.com

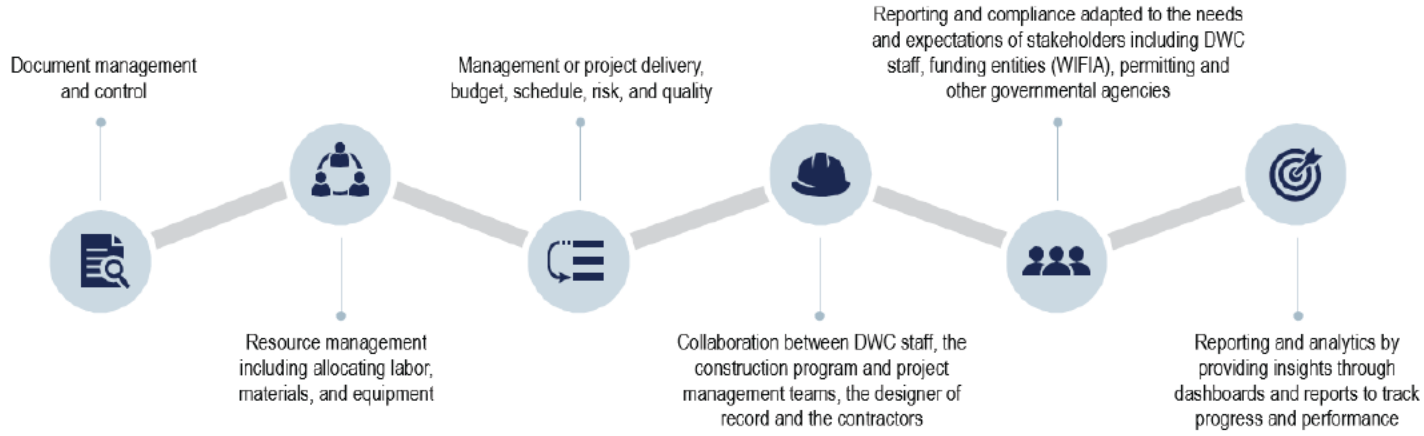
COMPLETION DATE »
Ongoing

KEY PERSONNEL »
Matt Gaughan

Firm Experience with Construction Management Software Platforms

Stanley Consultants has deployed and used construction management software within our construction management and program management groups. We are experienced with a variety of software including but not limited to: Procore, eBuilder, ProjectSight and Newforma. This software provides contracts and project management support with documentation, costing, payments, collaboration and reporting.

Project controls is a critical element for project delivery and the selected platform needs to aid functions such as:



EXPERIENCE WITH PROCORE

Stanley Consultants manages information throughout a project's lifecycle using electronic document management systems, specifically Procore. Stanley has successfully used Procore on a wide range of projects to enhance project management, maintain schedules, serve as a clearinghouse for file storage, improve collaboration (shop drawings, RFIs, photographs, etc.), communicate and maintain compliance.

Stanley also used Procore on:

- The TransWest Express project (2023) in Colorado to track deliverable reviews and monitor review timelines. During the project, Stanley utilized Procore and provided a comprehensive review of all equipment and material procurement specifications, prioritizing the long lead items initially. We worked with TransWest to provide constant oversight of Contractor's procurement efforts, including reviewing specification compliance.
- On the MGNWC Nagle Ave Pump Station with Boller Construction, Procore was utilized to approve show drawings, respond to RFIs and review pay estimates. Additionally daily reports and inspection log information were uploaded daily.
- We are currently using Procore on a Colorado State University Program Management project in Colorado Springs.



*Project Controls Lead, **Brett Muck**, has more than two decades of experience working with clients, including Joliet on their "Rethink Water Program" and Colorado Springs Utilities, on complex programs, such as their Southern Delivery System. He will work with DWC leadership.*

Our experience with Procore has consistently delivered better project outcomes and higher client satisfaction. We can utilize it for all of its key uses: project management, document control, quality & safety, field production, project financials, scheduling, preconstruction and reporting & analytics.

Identification of Individual Project Critical Elements

Construction management and inspection services will be essential elements in safeguarding the successful delivery of the Waterlink Extension Project. These services aid in the project being completed on time, within budget, and in compliance with safety, environmental, and regulatory standards. Below and on the subsequent pages are project specific critical elements we foresee for each of the individual sections 2, 3 and 4 followed by bigger picture critical success factors.

Providing construction management services on this project will present several challenges and careful consideration of key elements for the individual contracts.

FW-1-25 SECTION 2

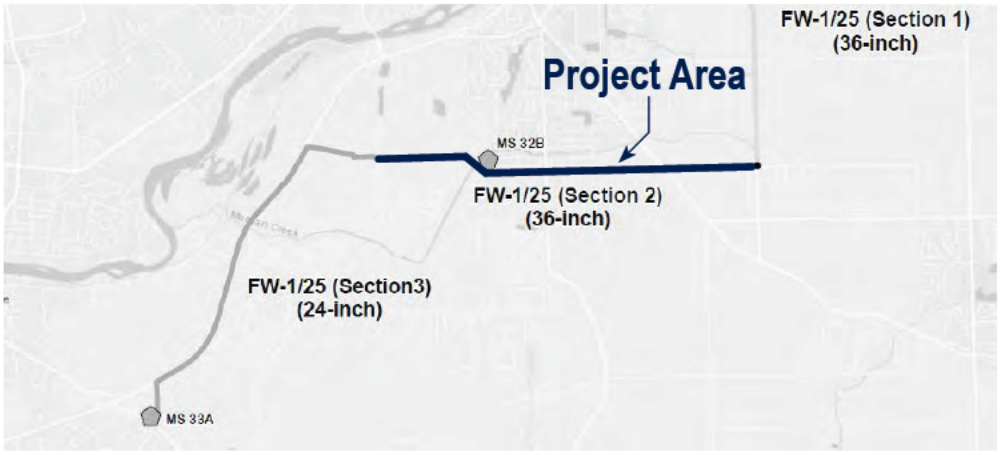
CRITICAL ELEMENT 1: CHANGING FIELD CONDITIONS

The area continues to develop and likely will be different at the time of construction from the construction documents.

Approach/Mitigation

Pre-Construction Site Verification

- Perform project site walkthrough to identify any changes in the built environment (e.g., new driveways, utilities, grading). Determine if any additional survey is required.
- Perform walk-throughs with contractors, designers, and inspectors to ground-truth construction plans against current site conditions.



Flexible and Adaptive Planning

- Suggest phased construction methods that allow for minor realignments or adjustments without major redesigns.

Real-Time Field Documentation

- Use Procore to:
  - Document actual conditions with photos, markups, and GPS-tagged notes
  - Track discrepancies between design and current field conditions

Active Change Management Process

- Follow formal change order and decision-making protocol for addressing new conditions as they arise.

Communication and Coordination

- Maintain open communication channels with stakeholders: Local developers, municipalities, utility companies, etc.



Changing field conditions is a part of nearly every project our Team manages, however, Section 2 will have more changes than the average project due to the ongoing construction along Collins Road between Douglas Road and Minkler Road. Our Team will walk and video the project prior to the start of construction to identify potential changes that could affect schedule or add additional work. We will then work with the contractor to mitigate the negative impacts to the project. This could be done through rephasing of the work to avoid other contractors or looking for revisions in the alignment with the design team that could avoid ongoing impacts.

CRITICAL ELEMENT 2: ROADWAY IMPROVEMENTS

Transmission main to be installed through new roundabouts that are currently in construction



Approach/Mitigation

Pre-Installation Design Review

- Review final roundabout grading, elevation, and utility plans to verify the proposed alignment, depth, and clearances of the transmission main.
- Confirm that there is no conflict with storm sewers, drainage structures, or utility conduits being placed in the roundabout center islands or legs.

CRITICAL ELEMENT 3: CONSTRUCTION IN THE FLOODPLAIN

Near Morgan Creek



Approach/Mitigation

Permitting and Regulatory Compliance

- Confirm all necessary permits are in place and contractor is in compliance and following SWPPP.

Flood Risk Assessment and Timing



- Schedule work during dry seasons or periods of low-flow to minimize flood risk.
- Monitor real-time weather and stream conditions, and establish criteria for suspending work in the event of rising water levels.

Erosion and Sediment Control & Restoration

- Oversee erosion control measures and restoration.

Our Team successfully installed deep wells on both sides of the East Branch of the DuPage River south of Warrenville Road to facilitate the jack and bore operation to install dual 24" casings at a depth of 25 feet. Water from the wells was filtered through two sediment bags and through four settling basins prior to being returned to the river. We closely coordinated with the Kane-DuPage Soil & Water Conservation District.

CRITICAL ELEMENT 4: FEDERALLY IMPORTANT "TRI-STATE" FIBEROPTIC LINE

The transmission main crosses critical fiberoptic line twice.

Approach/Mitigation

Early and Direct Coordination with the Fiber Owner

- Engage the fiberoptic line owner/operator early.
- Establish points of contact and escalation protocols for preconstruction, active work, and emergency situations.

Utility Locating and Verification

- Confirm Contractor performs private utility locates (in addition to JULIE/811) to confirm the fiber's exact alignment and depth. Utilize GPR and potholing under supervision of fiber owner if needed.
- Confirm Contractor conducts preconstruction video documentation and photographic surveys of the site and cable routes.

On-Site Supervision During Work

- Require fiber owner representative oversight during excavation or boring near the line.
- Develop contingency planning with owner.

Our Team has redesigned various water main alignments in the field to avoid critical infrastructure. One example is moving a 20" MGNWC transmission line to run below a 36" Kinder-Morgan gas line per their request. Our Team coordinated the "watch and protect" efforts and developed the method of supporting the exposed gas line with a steel I-beam and straps. Cathodic protection was also added to the water main to protect from corrosion in this area.

CRITICAL ELEMENT 5: PENDING RIGHT-OF-WAY (ROW)

Village of Oswego has pending right-of-way which is utilized in the construction documents, therefore, the timing of the ROW being finalized is a consideration.

Approach/Mitigation



Early and Ongoing Coordination with ROW Authorities

- Maintain regular communication with the Village of Oswego or the ROW-granting agency to monitor acquisition progress.

Contingency Planning for Delays

- Work with Contractor to develop phased construction plans that allow work to proceed in sections where ROW is already secured.

Interim Access Agreements

- Explore the possibility of temporary construction easements or right-of-entry agreements with property owners if permanent ROW is not yet finalized but access is urgently needed.
- Work with legal counsel and municipal partners to draft agreements that allow conditional access while protecting all parties.

Our Team worked with the contractors on the MGNWC project to rephase work to avoid a 16" unknown gas line which avoided any additional costs or delays to the project. We also coordinated starting locations and timing of each of the 13 construction contracts to avoid any impacts to the schedule. These efforts led to the 3 transmission pipeline contracts finishing 6 months ahead of their 16 month schedule.

FW-1-25 SECTION 3

CRITICAL ELEMENT 1: EXISTING UTILITIES

ComEd poles, NICOR gas lines, telecom lines, cable fiber and recently installed storm sewers along IL-71.

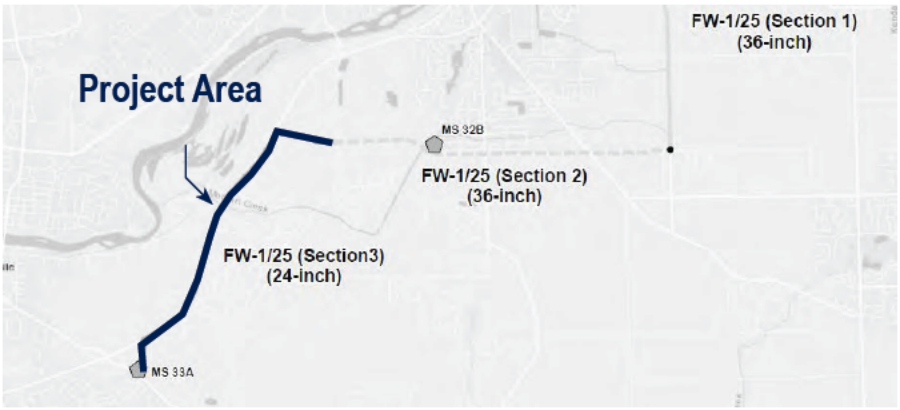
Approach/Mitigation

Comprehensive Utility Identification and Mapping as IL-71 construction is in progress and may vary from construction drawings

- Confirm contractor conducts utility locates (JULIE/811 in Illinois) early in design and preconstruction and collects latest data from utility companies or utilize potholing if needed.
- Confirm protection of in place-utilities and any needed temporary supports of ComEd poles

Utility Coordination and Stakeholder Engagement

- Establish regular coordination meetings with utility owners.
- Share construction schedules with utility stakeholders to align on protection plans, relocation timelines, and service interruption notifications.



Emergency Response Preparedness

- Create a utility strike response plan, including: emergency contact list for all utility companies.
- Crew training on what to do in case of damage (especially for gas and electric).
- Confirm on-site first-aid and fire suppression equipment.

Field Documentation and Change Management

- Maintain detailed field logs of utility locations and exposures during construction.
- Document any changes or unknown conditions discovered in the field and update utility plans accordingly.

- Communicate changes to all stakeholders in real time to keep coordination aligned.

Post-Construction Coordination

- Coordinate final inspections and approvals with utility owners.
- Ensure restoration of any disturbed utility infrastructure (e.g., poles, vaults, conduit) to original or approved condition.

As part of our 159th Street Reconstruction project we oversaw the relocation of all utilities in a 5-mile corridor that included 28 utility relocation permits. Our Team reviewed proposed placement and surveyed the final location of all utilities to ensure that they would not conflict with the reconstruction efforts.

CRITICAL ELEMENT 2: CONSTRUCTION OF THE IL-71 HIGHWAY WIDENING PROJECT

Coordination will be required between the two construction crews working simultaneously on the highway widening and the installation of the DWC FW-1-25 S3 water transmission main.



Approach/Mitigation

Integrated Scheduling and Planning

- Develop a joint master schedule that coordinates activities of both construction crews to avoid conflicts and optimize sequencing.

Regular Coordination Meetings

- Hold frequent coordination meetings involving both contractors.
- Use these meetings to update schedules, share site constraints, and resolve conflicts quickly.



Clear Delineation of Work Zones

- Confirm contractor is evaluating logistics such as equipment staging, material deliveries, and access routes to reduce interference.



Traffic and Safety Management

- Confirm contractors have an integrated traffic control plan addressing lane closures, detours, and public safety around simultaneous construction zones.
- Consider joint safety briefings and enforce consistent safety standards across both crews.



Quality Control and Inspection Coordination

- Have contractor schedule inspections collaboratively to avoid redundant visits and ensure that work by one crew does not adversely affect the other.

Our Team has extensive experience in coordinating multiple contractors on adjacent contracts and how critical planning and communication are to stay on schedule. They include working with 11 different prime contractors on the MGNWC project, working with 6 contractors along the I-290 corridor, coordinating 3 construction contracts on our US 20 Corridor Improvement and our I-55 Resurfacing projects, and working with 2 adjacent construction contracts for our improvements along I-90, I-80, I-94, and I-294.

CRITICAL ELEMENT 3: RIGHT-OF-WAY VS. EASEMENT - PROPERTY OWNER CONSIDERATIONS

The majority of the alignment falls within the existing right-of-way (ROW); however, a permanent easement will be required at the northernmost segment, which crosses a farm field, and at the southernmost segment located behind Restore Church Inc. Additionally, a temporary construction easement of 55 feet will be necessary during the construction phase.

Approach/Mitigation

Early Coordination with Property Owners

- Initiate contact early with affected property owners to discuss project scope, timing, and specific easement needs.
- Provide clear and transparent information on both permanent and temporary easements, including expected duration and type of work.
- Offer opportunities for property owner input to reduce conflicts and address concerns (e.g., access, land use impacts, restoration).

Legal, Access and Restoration Management



- Confirm permanent and temporary easements prior to construction and note any special conditions.
- Confirm allowable access onto site.
- Understand restoration requirements to avoid issues.

Our Team deals with ROW and easements on nearly every project we manage. Our surveyors will layout each ROW and easement boundary prior to construction activities starting to ensure all construction activities remain within the Commission's property limits.

CRITICAL ELEMENT 4: ENVIRONMENTAL & CULTURAL CONSIDERATIONS

Trenchless crossing methods will be employed to avoid impacts to wetlands and streams intersected by the main. Tree removal and disturbance to forested areas have been minimized through the current alignment; however, this may be subject to change pending review by IDOT District 3.

Approach/Mitigation

Environmental Compliance Planning



- Develop a plan which outlines regulatory requirements inclusive of WIFIA requirements with mitigation strategies and best practices.
- Confirm permit compliance.

Preconstruction Environmental Survey



- Confirm locations and extent of wetlands, streams, forest areas and culturally sensitive areas.
- Verify alignment staking
- Confirm with environmental and cultural surveys that there are no impacts relative to schedule and if any mitigation is required.

Trenchless Construction Best Practices

- Confirm appropriate trenchless methods (e.g., HDD, auger boring) based on subsurface conditions near sensitive areas.
- Implement real-time monitoring of drilling pressures to prevent inadvertent returns in wetland/stream areas.
- Establish containment and cleanup protocols in the event of a frac-out.

Tree and Vegetation Protection and Erosion and Sediment Control

- Confirm Contractor has flag and fence off tree protection zones to avoid accidental removal or damage during construction.
- Confirm Contractor has limited equipment access in forested area and schedule tree removal only when necessary and outside of sensitive seasonal windows.
- • Confirm Contractor has installed erosion and sediment control measures and stabilized disturbed areas.

Our Team has worked on various projects where IDOT permits were required to be obtained or renewed. Our CM Team will assist in reapplying for IDOT permits or pushing the permit review process through completion.

CRITICAL ELEMENT 5: CROSSINGS

Trenchless installation is proposed for the Morgan Creek crossing. Additional trenchless methods will be used beneath major culverts associated with a storm sewer upgrade project, as well as at the major intersection of IL-71 and Reservation Road. The alignment also crosses several side streets and driveways along IL-71. The current plan is to install casings beneath cross streets while they are under construction, and to utilize open-cut methods for driveway crossings during transmission main installation.

Approach/Mitigation

Crossing Plan and Schedule Integration

- Develop a crossing matrix identifying each crossing type (creek, culvert, road, driveway), location, method (trenchless/open cut), and responsible party. Schedule will be critical to avoid the need for jack & bore if casing pipe is not installed prior to IDOT paving work.
- Integrate crossing activities into the master schedule, accounting for coordination with ongoing roadway and storm sewer work.

Stakeholder Coordination

- Coordinate with IDOT, IL-71 contractor and local agencies to align construction windows; engage property owners on driveway access; and collaborate with utility companies.

Risk Management & Contingency Planning

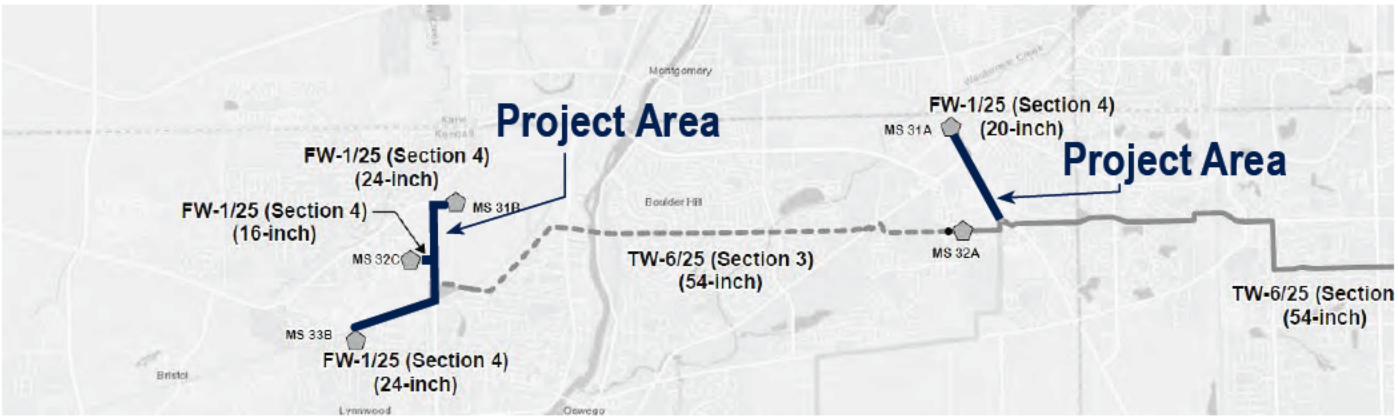
- Identify potential construction risks at each crossing (e.g., groundwater, existing infrastructure, traffic impacts).
- Prepare contingency plans for delays in trenchless installations (e.g., equipment failure, soil conditions).

Trenchless Construction Oversight

- Permit compliance
- Preconstruction plan to align on bore locations and construction document requirements.

Our Team has overseen the installation of water main utilizing trenchless methods on various projects and are well versed in the intricacies of the various methods. On the MGNWC project alone, we managed the installation of trenchless water main under 6 IDOT routes, crossed the North Branch of the Chicago River twice, under the MWRD Canal twice, under the METRA tracks and under the Edens Expressway. Methods used include jack and bore and horizontal directional drilling.

FW-1-25 SECTION 4



CRITICAL ELEMENT 1: CONSTRUCTION IN COMED RIGHT-OF-WAY

Requires coordination with ComEd and following ComEd requirements.

Approach/Mitigation

Early Coordination with ComEd

- Initiate contact with ComEd's real estate and utility group ahead of construction.

Compliance with ComEd Standards and Agreements

- Confirm contractor follows ComEd's specific construction and safety requirements, including depth and offset clearances, equipment restrictions and notification protocols
- Confirm all construction activities comply with ComEd's engineering, access, and ROW usage guidelines, which may include:
  - Minimum vertical and horizontal clearances from transmission lines and structures.
  - Restrictions on equipment height or type near energized lines.
  - Ground disturbance limitations near foundations or guy wires.
  - Required license agreements.

Safety and Operational Constraints

- Coordinate with ComEd to schedule safety briefings or site-specific hazard reviews before work begins.
- Confirm safe work distances and contractor's protective measures like spotters, barricades, and signage when working near energized lines or infrastructure.

- If temporary power shutdowns are required, request them well in advance and confirm outage timing, duration, and contingency plans.

Pre-Construction Review and Field Marking

- Request ComEd to locate and mark underground and overhead facilities prior to excavation.
- Conduct joint field walkthroughs with ComEd representatives to validate utility locations and finalize construction approaches.

Our Team constructed a pedestrian bridge across Touhy Avenue connecting the Lincolnwood Valley Line Trail within ComEd ROW. Close coordination with ComEd was required throughout the project to assist with utility relocations and final inspections.

CRITICAL ELEMENT 2: BNSF RAILROAD CROSSING TO REACH THE NORTH YORKVILLE METER STATION SITE

Approach/Mitigation

Engagement with BNSF

- Confirm contractor initiates communication with BNSF's Engineering and Real Estate departments at the start of construction.
- Confirm contractor Applies for a BNSF Construction & Maintenance Agreement

Flagging and Safety Oversight

- Coordinate with BNSF to schedule railroad flaggers or watchmen.

Scheduling and Contingency Planning

- Confirm contractor has accounted for the long flagging mobilization timelines in your construction schedule.
- Builds in float time around the crossing work and prepare alternative construction sequencing if delays occur.

Conduct post-installation inspections with BNSF to confirm compliance.

- Confirm restoration of any disturbed railroad ROW (access roads, drainage, vegetation) per BNSF standards.
- Submit as-built drawings and bore logs for final documentation.

Our Team has worked adjacent to and over railroad properties on various projects including constructing bridges over the Norfolk Southern Railroad along I-80 and over the Union Pacific Railroad under the US 20 Fox River Bridge.

CRITICAL ELEMENT 3: CONSTRUCTION IN IDOT RIGHT-OF-WAY

Along Route 30 and Hill Avenue and across Route 34, including four crossings under IDOT right-of-way.

Approach/Mitigation

IDOT Coordination, Permit Acquisition and Compliance

- Confirm all necessary IDOT permits are secured.

Coordination with IDOT District Office and any lane closures, detours, or shoulder work with IDOT's traffic operations team.

- Confirm compliance with IDOT safety protocols.

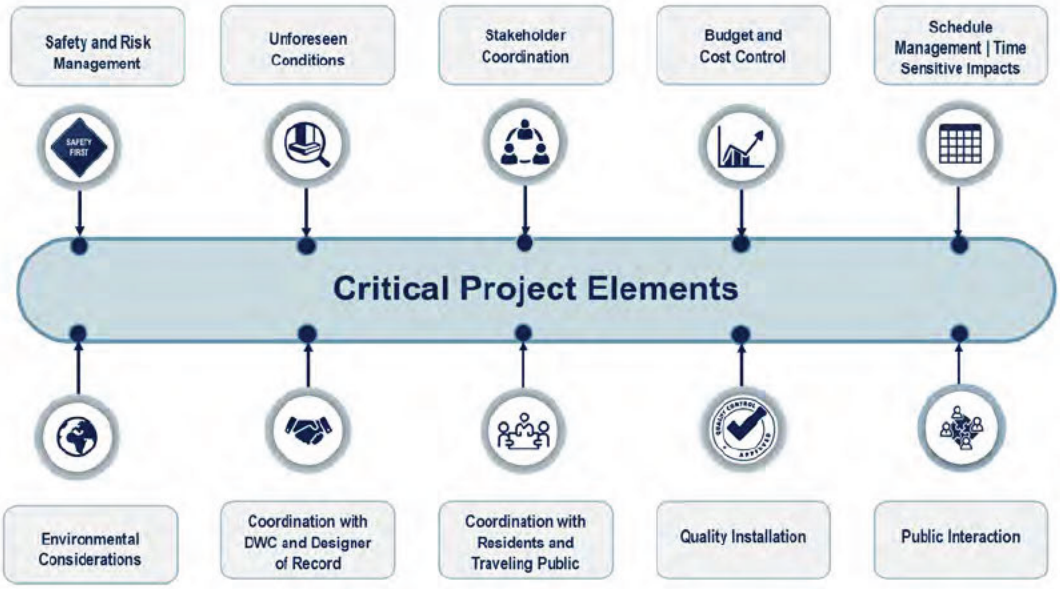
Utility Coordination and Conflict Resolution

- Coordinate with existing utility owners occupying the ROW.
- Identify and resolve utility conflicts early.
- Document utility agreements and conflict resolutions in the project file.

As previously stated, our Team has worked on a large number of projects for IDOT involving the installation of various utilities within the same project limits as a roadway construction project. Advanced planning is critical to allow multiple contractors to work within the same limits without delaying or adding cost to either project. Our Team will proactively sit down with both contractors to find a mutually beneficial schedule and phasing to minimize impacts.

COMMON CRITICAL PROJECT ELEMENTS FOR ALL SEGMENTS

Common critical elements for this project include:



Safety and Risk Management: Utility projects involve working with heavy equipment and materials and as well as working in challenging environments. Construction management teams must prioritize safety and implement robust risk management practices to mitigate potential hazards for the well-being of workers and the public. Stanley Consultants has a comprehensive EHS program which is designed to be proactive and emphasizes the importance to eliminate hazards first and then control them if they cannot be eliminated to minimize the potential risks for losses. We will monitor the contractor's safety plan and work with the contractor and Burns & McDonnell to develop a risk matrix tailored for this construction project.

Stanley Consultants' inspectors are familiar with OSHA requirements and focus on trench safety. Additionally, utility work frequently impacts the public. Adequate signage, traffic control and barricades on the worksite need to be inspected and maintained.

Unforeseen Conditions: Despite due diligence and constructability reviews, unforeseen conditions exist on most projects. Contract language will be critical to protect DWC, but more importantly, management techniques used to determine approach, solutions and cost allocation will be crucial throughout the project. Most importantly, it is important to prevent unforeseen conditions from slowing progress and straining relationships.

Stakeholder Coordination: This project involves multiple stakeholders, including municipalities, utility companies, government agencies, benefiting and non-benefiting communities and contractors. Coordinating and managing the expectations and requirements of these diverse stakeholders can be challenging, requiring effective and continuous communication and collaboration.



This was especially true on the MNGWC construction project, where significant work occurred within Skokie, who did not directly benefit from the project. Stanley Consultants understands that we will need to coordinate with various governmental and utility agencies, private utilities and BNSF Railroad to meet the project needs.

Budget and Cost Control: Our team understands federal funding will be contributing to this project and loan payment will be through WaterLink's constituent rates, therefore keeping the project on budget is essential to make the project viable for the WaterLink communities. Construction management teams must carefully monitor and control costs throughout the project lifecycle to keep the project within budget. This involves accurate cost estimation, effective procurement strategies, cooperation and outside the box thinking with the contractor, and diligent financial management.

Schedule Management | Time Sensitive Impacts: This project has critical timelines and deadlines to support the WaterLink communities. Our construction management team must carefully plan and schedule construction activities for timely completion while minimizing disruptions to utility services. Work affecting multiple residents and or businesses can require working extended hours and or weekends. Our team understands that this will be a factor for this project.

Environmental Considerations: This project will have limited environmental impacts, such as land and wetlands disturbance, water pollution or habitat disruption. Our Construction Management Team will adhere to environmental regulations, implement sustainable practices and mitigate any adverse environmental effects.

DWC can rely on Stanley Consultants' team of over 50 environmental professionals to advise and assist with environmental concerns during any construction project. We will provide environmental permitting services from specialists in our Midwest offices.

Coordination with the Program Manager and Designer of Record: To protect the reputation and assets of DWC, our construction management team will uphold highest standards by continuously coordinating and communicating back to Burns & McDonnell and as lines of communications permit, the Designer of Record (DOR). Any potential impacts or needed changes in the field will be discussed with Burns & McDonnell, DWC and the DOR to make mutually agreed upon decisions. Our team understands that some of the pipe materials may be engineered pipe, therefore changes in field conditions may require further evaluation by the DOR. Our team will be solution oriented and aid Burns & McDonnell and DWC with quick resolution of any conflicts.

Coordination with Residents and Traveling Public: This project will affect local businesses and residents. Stanley Consultants understands the need for advanced warning for these events, which often requires in person "door knocking" communication. Stanley Consultants also coordinates traffic control for pedestrians within the work zone. They must have a well-marked obstruction free path to residences and businesses including sidewalk closure signs, detour signs, information signs and temporary walkways. Barriers must be located and properly maintained to protect pedestrians from the hazards of the work zone. Barriers must also provide a well-marked and clear path directing pedestrians around the work zone and to their destination. Our team will conduct daily inspection of traffic control devices and general site cleanliness and will immediately notify the contractor of deficiencies and pursue aggressively until corrected. Stanley Consultants understands that our inspectors will be the public face of DWC while onsite. We will frequently need to interact with residents and business owners and provide information in a timely and courteous manner.

Stanley Consultants Design and CM team worked very closely with each of the roadway agencies and the many other stakeholders to develop a comprehensive traffic control plan for several miles of the roadway through Skokie, Morton Grove and Niles. This corridor was adjacent to schools, with its plethora of newer drivers. The improvements included installing a new 36-inch waterline, lead service line replacement, and improvements to the roadway and sidewalk. We developed a pragmatic traffic control plan following County, IDOT and MUTCD guidelines. With the diverse mix of drivers, the goal was to keep things simple, maintain safety, limit construction phasing and allow for driver expectations.

Quality Installation: Quality control and inspection are critical to the quality installation aspects of construction management. Verifying all work meets the required standards and specifications can be challenging, especially in large scale projects. We develop a comprehensive quality control plan and conduct regular inspections to identify and rectify any deficiencies promptly. Additionally, we intend to have training at the beginning and throughout construction on PCCP and ductile iron pipe installation and proper bedding.

Public Interaction: Stanley Consultants believes that the public is the ultimate client for any infrastructure project, and we must provide the highest quality work with the least amount of disruption to the patrons. The best method for obtaining the public buy-in that we want on a project is with early and accurate communication on what they can expect throughout the life of the project. If we can make the community aware of what changes are coming and how the changes will affect them in a positive manner, then we build can start to build a positive public perception which will help lead toward a smooth and successful project. Depending on how DWC and Burns & McDonnell wants to proceed, we can work with a common public relations firm or bring one onto our team. We have worked with Morreale Communications in the past supporting pipeline projects.



Supporting public meetings and building website about a large project is routine for Stanley Consultants. For example, on the Morton Grove Niles Water Commission Water Supply project, the team developed weekly construction newsletters that posted on the project website and emailed directly to those who signed up for project updates. Additionally, the team led three public meetings to talk to constituents about the project, construction schedule and traffic and water supply impacts in their neighborhood. Beyond public notification on the project website, door hangers and flyers were distributed to homes with important updates on lead service line replacement and flushing. We also set up a 1-800 answering service to allow the public to leave questions that our Program Manager, Jared Hamilton, would respond to in a timely manner.

Experienced, Responsive and Integrated Solutions

Successfully addressing these challenges and key considerations necessitates a blend of technical expertise, adept project management skills and a profound comprehension of the distinctive demands of utility projects. Through proactive measures, our construction management team is well-equipped to facilitate the seamless delivery of this historical project for DWC.

Client Testimonial

"The Village is very happy that the east half of paving is wrapping up this year. This was and is a very difficult and complex project with many setbacks, so I recognize this as an accomplishment. This certainly couldn't have been done without Stanley's leadership."

– Tom Powers, Village Engineer, Village of Niles

Travel Time and Overtime

Our proposed construction management (CM) and inspection schedule spans from April 2026 through October 2027 and covers all three project sections. The fee estimate outlines the applicable 2026 and 2027 billing rates and the anticipated level of effort for each proposed staff member. Hours are only representative of hours worked on the project site or in the field office.

Of the proposed inspectors, only one is scheduled for time-and-a-half overtime, which is reflected as premium time at the corresponding unloaded rate. All other inspectors are billed at straight time.

Our fee proposal outlines the estimated monthly level of effort for each project section individually, as well as for various combinations of sections, should our team be selected for multiple or all sections. Bundling sections presents cost-saving opportunities through increased efficiency and resource optimization.

Expenses consist of vehicle days.

ASSUMPTIONS:

1. Materials Testing for all sections is covered under the program manager.
2. GPS spot shots on the installed pipeline is covered under the program manager.

Project Management Approach

We deliver exceptional service by understanding the detailed plans and specifications and by planning, organizing and coordinating the construction processes through effective leadership, administration, cost and schedule control, and communication.

Construction costs have spiraled upwards the last few years. The current market conditions are significantly impacting the hard cost (labor and material) of construction. Supply chain issues have also been a major concern for owners and contractors over the past several years, and there is no indication that these issues are going away anytime soon. Construction change orders, therefore, can sufficiently impact DWC and cause other projects to be postponed. We will control costs, reduce change orders and eliminate scope creep by following the plans and specifications closely, monitoring risks, schedule and potential issues and communicating with the contractor and DWC often.

Specifically, our team will perform the following duties to complete the work on budget and schedule.

Monitor contract fees
by providing written notice to Program Manager if there is a risk of exceeding the agreed-upon amount.

Avoid change orders
by working with contractor. If required analyze costs to validate the contractor's request.

Review payment applications
submitted and determine amount requested reflects work progress.



Established and effective construction management activities
MGNWC Supply Project

Our construction management services encompass a comprehensive approach to support the successful execution of construction projects, including electric generation, substations, transmission lines, water and water treatment facilities, pumping stations, sewer conveyance, water transmission and distribution and other utility distribution.

LEADERSHIP, COMMUNICATION, COST CONTROL, SCHEDULE CONTROL AND QUALITY STANDARDS

On this project, Jared and Jesse will demonstrate strong leadership by clearly defining roles, motivating personnel, and making informed decisions that prioritize safety and project goals. Effective communication will remain consistent, with daily briefings, clear reporting lines, and regular coordination with stakeholders to ensure alignment and transparency. Our team will maintain accurate documentation, track issues, and resolve conflicts promptly. Strong team leadership and communication help create a culture of accountability and responsiveness, which is critical for successful project execution.

Equally important are cost control, schedule control, and adherence to quality standards. Our team will monitor labor, materials, and equipment usage to prevent waste and keep spending within budget. This includes reviewing change orders, tracking actual costs versus budget, and implementing cost-effective methods. Our schedule control will include detailed planning, look-ahead scheduling, and progress tracking to avoid delays and ensure timely completion. Our team will enforce compliance with project specifications, conduct thorough inspections and tests, manage non-conformances, and compile comprehensive documentation for project closeout. Together, these practices aid in the successful completion the project, delivered on time, within budget, and to the required quality standards. DWC and Burns & McDonnell can expect efficiency, quality and adherence to project requirements as a result our construction services steps and support every aspect of the construction phase.

CONSTRUCTION PHASE APPROACH

DOCUMENTATION OF EXISTING CONDITIONS

Our project team will conduct a walk-through of the project site with the contractor and program manager and other appropriate stakeholders to thoroughly document the conditions of the construction site, including any structures, utilities, environmental or safety factors that may impact the project. This documentation will consist of photographs and videotapes with a date stamp to benchmark conditions prior to construction. This will serve as a baseline for future reference and will help in planning and decision making.

Project Success

Training

On the MGNWC Supply project, Stanley Consultants conducted a day long training program for all members of the team which enforced good installation practices, health and safety requirements and introduction of key stakeholders in project construction. Police and fire staff from each impacted municipality were also invited to be aware of project. Key contact list was developed out of the meeting. Our intention on this project would be to hold similar training focused on PCCP, Steel Pipe and Ductile Iron installation.

CONSTRUCTION KICKOFF MEETING AND TRAINING

Jared Hamilton, our program/project manager (PM), will work with Burns & McDonnell and the contractor to establish an agenda for the kickoff meeting. We believe aligning all stakeholders on understanding how the system should operate, the installation, safety and emergency response will be important and lead to successful outcomes including better communication, fewer change orders, less contractor delays and longevity of the installed system. Depending upon the type and size of project, construction training may be beneficial for the purposes of enforcing quality, reducing risks and limiting impacts to the community. Training topics could include:

- Project goals and requirements.
- How the system will operate when completed.
- Onsite responsibilities and expectations.
- Communications with and assistance for residents, property owners and business owners.
- Communication and assistance for the contractors.
- Utility as-built location and depth information collection.
- Project documentation requirements and initial equipment/ software training.
- Trench and street safety.
- Proper responses to various types of emergencies.
- Construction observation training.
- Proper pipeline installation requirements inclusive of joints; pipeline filling, testing and cleaning and flushing.
- Proper roadway reconstruction requirements.
- Emergency response contacts and procedures.

This training is critical for even the most experienced staff to make sure everyone understands the importance and nature of this project. It is necessary that the project be constructed in a manner that demonstrates concern for the residents, and results in a reliable and long-lived system.



Ongoing communication amongst Burns & McDonnell, our CM Team and the Contractor(s) will lead to early identification and resolution of issues, saving both money and time on the contract.

DEFINE COMMUNICATION PROCEDURES

The PM will incorporate program manager developed communication procedures among all project stakeholders, promoting seamless collaboration and efficient information exchange. Acting as the central point of contact, the PM will facilitate project communication, including handling requests for information, deficiency reporting, payment applications and change order requests. Additionally, the PM will proactively address any unresolved matters, taking the initiative for prompt resolution and maintain effective communication channels throughout the project. Our CM Team understands that we are working in collaboration with Burns & McDonnell and need to upstream any unforeseen conditions, and downstream information to the contractor. Reporting of unforeseen conditions or needed changes from the plans will be extremely important as the proposed pipe is engineered and designed based on known conditions. In addition, the DOR needs to be involved in any decisions that deviate from the plans.

ESTABLISH MEETING SCHEDULE

The PM will organize and conduct meetings to assess the progress of the work. Bi-weekly meetings can be held both in-person, on the phone and onsite based on construction activities. Additionally, the PM will prepare and distribute meeting minutes that include a list of action items, specifying tasks that require follow-up, responsible parties and expected completion dates. We will work with Burns & McDonnell to align with any of their proposed meeting protocols and scheduling.



Jared Hamilton oversaw the auguring of dual 24-inch DIP water main 20 feet below the Eden's Expressway for MGNWC.

ESTABLISH PROJECT DOCUMENTATION PROCEDURES

The PM will setup the project in Procore prior to the commencement of construction and align with Burns & McDonnell on documentation best practices and expectations. Our inspectors have Bluebeam capability to easily transfer project as-built information onto existing plan sheets. Regarding schedule, we have people in place who can review and work with both Primavera Management System and Microsoft Project.

ADAPT THE CONSTRUCTION OVERSIGHT PROGRAM APPROACH

Our PM will adapt any set policies for construction oversight developed for the overall program. Based on our past experience, the primary objective of a program is to identify any defects or deficiencies in the contractor's work while seamlessly integrating into the overall program. While Stanley Consultants is not responsible for the construction contractor's means, methods, techniques, sequences and procedures, we will inform the contractor and program manager if these factors are likely to cause delays or result in defects. We have the authority to reject work and issue a notice of nonconforming work to the contractor when the work fails to meet the project requirements.

The program manager will be notified of any contractor issues. However, it is important to note that we are not authorized to modify, revoke, alter, expand, relax or release any requirements stated in the contract documents. Decisions regarding changes to the form of function of the work in place will be communicated to DWC through the program manager as soon as they are encountered. Regardless of any actions taken by the Stanley Consultants' Team, the contractor remains obligated to perform their work in strict accordance with the project scope and all applicable laws, rules and regulations. Stanley Consultants' Team will make sure that field directives are confirmed in writing, either by email, serial letter or contract change order. Minor deviations will still be recorded in daily diaries.

ADAPT OR ESTABLISH FIELD REPORT PROCEDURES

The PM will establish an effective daily reporting system for the project. Daily reports play a crucial role in documenting the progress of ongoing construction projects. These reports will be prepared at the conclusion of each workday and will include, at a minimum, the following information:

- Sequential report number.
- Date and day of the report.
- Project name and number.
- Weather conditions noting any direct effect on project progress.
- Contractor's workforce.
- Description of work in progress.
- Challenges, problems, risks or difficulties encountered.
- Compliance with the safety management program.
- Photographs depicting the work.
- Traffic control inspections.

In addition to written daily reports, Stanley Consultants understands that frequent communication is necessary. This is especially true when working with subsurface investigation. Stanley Consultants will make sure information is upstreamed to the program manager and DWC using phone calls, texts, photos and emails as the situation warrants.



The structural integrity of underground utilities is especially important since the cost and public disruption to fix them is great. Our inspection services help mitigate these problems down the road for DWC.

MATERIAL RECEIVING, STORAGE AND INVENTORY MANAGEMENT CONTROL

The PM monitors the contractors' storage and control activities for materials and equipment items to verify their adherence to approved procedures and best practices in storage.



Safety during construction is everyone's number one priority. Our inspectors help identify any safety concerns early to keep all workers and the public safe.

MONITOR SAFETY PLAN

The contractor and its subcontractors bear the ultimate responsibility for safety. However, due to the current legal landscape, the PM and DWC must also be actively involved. Jared Hamilton, our PM and Patrick Lance, our Safety and Health Lead, understand how to monitor the implementation of the contractor's safety program to mitigate the occurrence of accidents and minimize DWC's potential liability in such events. Our project staff will either have OSHA 10 or OSHA 30 training and will be trained to recognize the most common safety issues on this work. We expect to encounter trenching and excavation hazards, pinch points, stored energy, slips trips and falls and confined space entry.

MONITOR CONSTRUCTION COST

The PM will utilize the established cost control system. This system comprises a cost database and a method for analyzing costs, which will track change requests, estimated claims, actual contractor bid prices and progress payments. The system will provide accurate monitoring of the overall budget, including changes in cost-to-complete, force account work and cash flow projections. The PM will carefully assess all costs, considering their necessity, reasonableness, comprehensiveness, impact on the project schedule, and responsibility. The PM will gather or prepare the required information for justification and subsequently present the program manager with an evaluation and a recommended course of action.

MONITOR CONSTRUCTION SCHEDULE

The PM will undertake scheduling responsibilities to efficiently oversee the project's progress and coordinate the project team. These responsibilities encompass maintaining an accurate baseline schedule, reviewing the contractor's schedule, the consultants' schedule, and the time sensitive services provided by the designer. Additionally, the PM will analyze requests for time extensions, track force account work and provide monthly progress reports. We understand that DWC has limited resources so scheduling for start of new systems or shutdowns needs to be closely monitored. Our onsite inspectors will be in continuous communication with the contractor's onsite crews to make sure schedule changes are communicated quickly. Our team includes past contractors and project controllers experienced in creating and updating schedules.

REVIEW PROGRESS PAYMENTS

The PM will assume the responsibility of reviewing and approving all payment requests from contractors. Each completed payment request will be forwarded to the program manager, accompanied by the contractor's net reimbursement for the period and the PM's payment recommendation. To establish a direct correlation between as-built drawings and the contractor's payment application, a set of contract drawings will be kept with an onsite inspector solely for recording as-built information. On a monthly basis, the PM will assess the contractor's as-built drawings to verify the accurate and timely recording of relevant information. When the situation warrants, an onsite inspector will also keep a set of record drawings that conform to DWC standards. Monthly reconciliation of the as-builts will be part of the pay application process.

PROVIDE CONSTRUCTION STATUS REPORTS

The PM is tasked with creating a reporting system to keep DWC informed about project events and progress. The specific type, format and frequency of these reports, typically on a monthly basis, will be determined in collaboration with DWC. The reports will include updates on the following:

- Schedule.
- Cost.
- Cash flow projection.
- Changes and potential change orders.

FEDERAL FUNDS COMPLIANCE

For the WaterLink Pipeline Project, we propose implementing our proven federal funds management approach tailored specifically to WIFIA requirements. Before construction begins, we will establish clear documentation protocols aligned with the Program Manager's process and WIFIA guidelines, ensuring all team members understand the specific requirements from day one. We will conduct thorough training sessions with all field personnel on federal documentation requirements specific to WIFIA-funded projects, emphasizing the unique aspects of water infrastructure funding compliance.

Throughout the project, we will conduct regular internal reviews of all project documentation to ensure ongoing compliance with federal requirements, catching potential issues before they become problems. We have significant experience with Procore, allowing us to maintain all federally required records in an easily accessible format while meeting the Commission's requirements.

We will assign Michael Colby with the responsibility for overseeing all WIFIA compliance aspects of the project, with Jeff Luif overseeing the daily, weekly and monthly documentation of the construction project providing comprehensive coverage for compliance questions and serving as a liaison with federal agencies when needed. This structured approach ensures that compliance doesn't become an afterthought but remains integrated into daily project activities.

Stanley Consultants' experience with federal funding mechanisms, particularly through the leadership of Jeff Luif and Michael Colby, ensures that the DuPage Water Commission will have a partner thoroughly versed in the nuances of federal fund administration, documentation requirements, and compliance protocols necessary for the successful execution of the WaterLink Pipeline Project.

EVALUATE CLAIMS

Most issues with your construction projects can be avoided or mitigated when Stanley Consultants' Team proactively implements all the procedures discussed earlier. However, it is important to acknowledge that claims can still occur, even on well-managed projects. As a result, the PM will receive and assess any notices of claims submitted by the contractor, providing timely recommendations to the program manager.

MATERIALS TESTING

In conjunction with comprehensive field inspection and oversight, our team can provide a key construction quality assurance role by performing materials testing at the project site. We can utilize the selected program-wide firm or alternatively, we have worked with STATE Testing, that provides a local certified materials laboratory and experienced technicians that are equipped to conduct a wide range of tests on soil, asphalt, concrete and other construction materials to monitor compliance with specifications. Common material evaluations would include compaction densities on backfill, subbase and asphalt as well as concrete air, slump and strength testing. Soils classification and proctor tests on native materials can also be performed as well as aggregate sieve analysis. Our team can implement a tailored testing regimen that aligns with specification thresholds established for the project.

Project Success

Fostering Positive Relationships

Stanley Consultants excels in fostering positive relationships with project teams, contractors and vendors. For the MGNWC supply project, we coordinated with over twenty entities, including the IDOT, EPA, Cook County, USACE, IDNR and multiple utility companies, municipalities and local stakeholders.

Our communication is recorded in a logbook, facilitating efficient resolution of action items. With our commitment to open communication and collaboration, we establish trust and strong working relationships. We also have public relation partners to aid in formal communications as presentations as needed.

POST-CONSTRUCTION PHASE

The post-construction phase serves as the connection between the construction and operation of the facility. A seamless transition during this phase is crucial to the overall process. The successful implementation of the management plan in previous phases will minimize issues in the post-construction phase and facilitate the project's timely completion. In this phase, the PM will coordinate the following tasks.

TESTING

The filling, disinfection and testing requirements for the multiple contract WaterLink Extension project should be established in the project specifications, explained to the Contractor(s) at the pre-bid meeting and reinforced at the kick-off meetings. A similar filling and

disinfection process was completed as part of Stanley's Project/Construction Management for the 12-mile stretch of 30-inch and 20-inch ductile iron water transmission main for the Morton Grove Niles Water Commission project, giving this team a clear definition of the most efficient and effective process for filling, flushing, chlorinating and testing.

COORDINATES PUNCH LISTS

The PM will typically arrange for inspections of the project work, documenting both its status and quality. Any items that require corrective action will be listed on the punch list, and it is the contractor's responsibility to address these issues before the project can be finalized and approved by DWC.

STARTUP AND TESTING

Upon request, we are able to offer specialized services during the testing and operations phase. Our team of experienced engineers can help the owner's operating personnel in starting and testing the completed project or specific sections of it. These services typically include:

- Collaborating with the owner's operating organization to develop a startup schedule and create preoperational testing and checkout procedures. We also assist in the verification of instrument and control system installations.
- Working closely with the owner's operating organization to establish operating and maintenance procedures, log sheets, schedules and other necessary practices for smooth equipment operation.
- Assisting the owner's operating organization in conducting equipment performance tests and comparing the results against specifications and guarantees.
- Offering guidance and consultation to the owner's engineers and vendors regarding any necessary modifications related to the equipment.
- Providing additional office support or assistance to the plant operations and startup staff as needed.



Our goal is that your projects are built according to the design, using the correct materials and construction techniques so that your infrastructure provides service well into the future.

COORDINATES RECORD DRAWINGS

The PM sets up protocols for compiling and managing record drawings and conducts a thorough review of these drawings prior to granting final payment approval.

COORDINATES TRAINING AND OPERATION AND MAINTENANCE (O&M) MANUALS

The PM monitors the progress of the O&M manuals (valves) created by the contractor during the submittal phase of the contract, so the documentation is handed over to the DWC. Additionally, the PM will coordinate the training of DWC staff on the operation of equipment installed by the contractor, utilizing the O&M manuals.

COORDINATES SPARE PARTS AND WARRANTIES

The PM will oversee the submission of the designated spare parts and warranties by the contractor to DWC. To streamline this process, the PM will create a detailed checklist encompassing all constructed items that require a warranty or spare parts. Additionally, the PM will establish a system in collaboration with DWC staff to transfer, organize and store spare parts.

COORDINATES FINAL PERMITS

The PM is responsible for coordinating and confirming the contractor has all necessary agency inspections and securing the acquisition of operating permits.

COORDINATES CLOSEOUT AND FINAL PAYMENT

The PM, in collaboration with DWC and the designer of record, conducts a comprehensive final assessment of the project once all work has been completed. As part of the project close-out process, a formal review of key submittals such as the certificate of substantial completion, certificate of punch list completion, final lien waivers, guarantees/warranties, and final applications will be conducted.

Once all parties are satisfied that the contractor has fulfilled all contractual obligations, the PM will process the contractor's final payment application.

If applicable, the firm(s) will prepare a final change order, which will be reviewed and approved by the PM, with a recommendation for approval by DWC.

Our recommendation for final payment considers the contract sum, adjusted by any change orders, amounts already paid and any sums retained for incomplete work, liquidated damages or other contractual reasons.

The PM coordinates the submission of the final inspections report, confirming that the work has undergone a final inspection. The designer will also submit the required documents, detailing any deviations in the completed work and estimating the cost of correcting such deviations. This statement, along with the firm(s)' request for final payment, is transmitted to DWC.

COORDINATES CLOSEOUT REPORT

Our PM will compile a comprehensive final report for the project, summarizing all relevant project data, including schedule and cost information. The report will include a concise project history in written form. Additionally, all Construction Status Reports issued throughout the project will be appended to the report. The final report will also document the dates of substantial and final completion, as well as the commencement date for all warranties.

Project Team

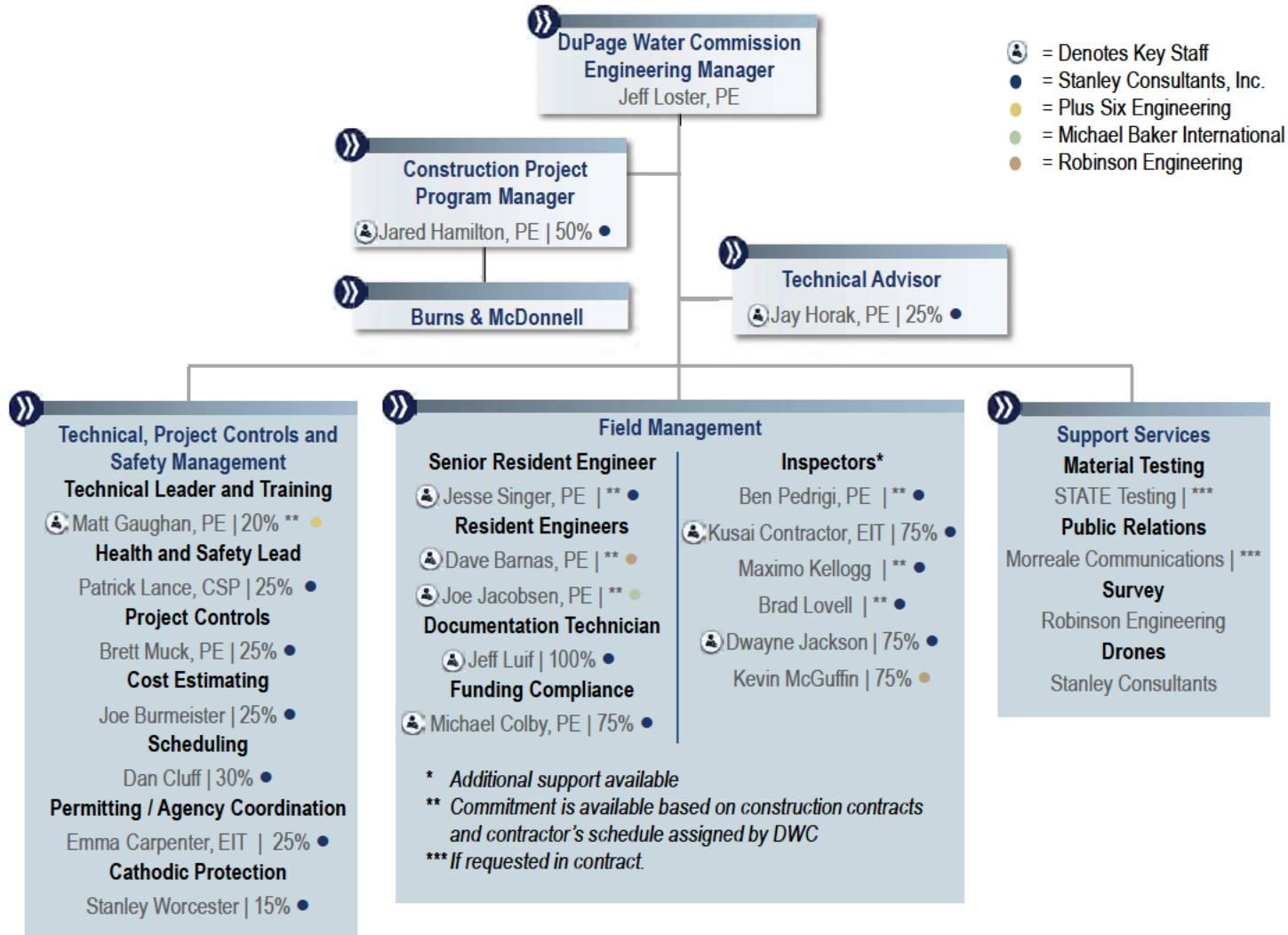
DWC will benefit from the skilled and experienced team to provide construction services for three of the Waterlink Segments – FW-1-25 Sections 2, 3 and 4. This team understands DWC culture, goals and leadership team, and understands your existing facilities and the challenges faced in the original construction. We will establish a clear path forward with you through construction that increases accountability and transparency. Our team merges fresh perspective with firsthand knowledge of the project. This will help anticipate issues, roadblocks and risks. The personnel listed in the organization chart will be available, assigned and present on the project for the duration of the work. The number of staff from the organization chart will be dependent upon the contracts assigned to the Stanley Consultants' team, as indicated in the legend below.

Our proposed key personnel are committed to this project; Stanley Consultants and our partner firms have the ability to scale-up or scale-down depending upon a contractor's schedule. We understand this is critical to the success of the project.

YOUR PROJECT, OUR PRIORITY.

Available and committed every step of the way.

Stanley Consultants



* *Additional support available*
** *Commitment is available based on construction contracts and contractor's schedule assigned by DWC*
*** *If requested in contract.*



JARED HAMILTON, PE

Program Manager
Stanley Consultants, Inc.
25 Years of Experience

Jared specializes in construction oversight, quality construction and materials quality assurance. As a Construction Materials Supervisor with eight years at the Illinois Department of Transportation, Jared has direct and relevant experience specifically related to complex highway, roadway, and bridge construction as well as record keeping requirements necessary to document and secure federal aid funds. He is versatile in the design, testing, and quality assurance of materials on multiple large highway reconstructions.

Jared's construction management experience includes supervising a team of construction engineers and inspectors, reviewing daily reports, finalizing quantities and resolving field issues between inspectors and contractors. He worked in conjunction with the City of Chicago (CDOT), Illinois State Toll Highway Authority (ISTHA), Indiana Department of Transportation (INDOT), Cook County Highway Department, Will County Highway Department as well as for various other municipalities. **Jared was awarded ASCE's Illinois Construction Engineer of the Year in 2020 for his rale as the Program Manager for the Morton Grove Niles Water Commission (MGNWC) Transmission Project.**

PROJECT EXPERIENCE

MGNWC Construction Engineering; Morton Grove-Niles Water Commission; Niles, IL
Program Manager and Sr. Resident Engineer that oversaw the construction of 12 miles of 30" diameter water transmission main, a 7-million-gallon water tank and two pump stations with a capacity of 13 million gallons per day. The project reached substantial completion in 18 months. Responsibilities include working hand in hand with the client to confirm their needs are being met by means of staffing, facilitating coordination with contractors, engineers, entities, public or utilities, public outreach or providing specific knowledge to any situation. Responsibilities also included verifying the team is correctly handling and documenting all work areas, assisting in contract negotiations, reviewing the monthly pay applications, managing the approved funds, handling any construction conflicts and supporting any public address. The project had a construction value of $84,000,000.

I-90 (Kennedy Expressway) Resurfacing; IDOT, District 1; IL
Project Manager responsible for this project that included the resurfacing of I-90 between Harlem Avenue and The Edens Junction with SMA Binder and Surface. Work also included class D pavement patching, induction loop installation, N70 Binder and Surface on-ramps and outside shoulders, drainage improvements, guardrail replacement and inlaid pavement markings.

159th Street Reconstruction from I-355 to Will Cook Road; IDOT, District 1; IL
Project Manager for roadway reconstruction and widening of IL Route 7 for a length of 5 miles from 2 to 4 lanes included protected left-turn bays. Additionally, there were roadway reconstruction and widening of the related crossroads. The improvement included installing the proposed closed drainage system stretching over five miles, pipe culverts, precast box culverts, three retaining walls, two pile-supported land bridge embankments, traffic signals, pavement markings and landscaping. The construction value for this project was $68,000,000.00.

I-94 Reconstruction from IL 173 to Wisconsin State Line; IDOT/ISTHA, District 1; IL
Resident Engineer and Project Manager for the reconstruction and widening of I-94 from IL 173 to the Wisconsin State Line. The project included pavement and bridge widening and reconstruction

Education

Bachelor of Science, Civil Engineering, University of Missouri-Columbia

Professional Registration

Professional Engineering:
IL, #062-057963
IA, #20442
IN, #PE11600374
WI, #44611

Civil Engineering:
TX, #139984

NCEES Record Holder, #64611

Professional Societies

- American Society of Civil Engineers
- Association of Highway Engineers, Illinois
- Road and Transportation Builders Association, Illinois

Specialized Training and Certifications

- Illinois DOT Training, HMA Level I, II and III, PCC Level I, II and III, Documentation of Contract Quantities, #24-22403, Exp. 6/21/2028
- Materials Management for Resident Engineers Geotechnical Field Testing and Inspection (S 33)
- Pile Foundation Construction Inspection (S 19)
- Project Management in Primavera P6

of IL 173 over I-94. Responsibilities included ensuring Client needs are being met by means of staffing, facilitating coordination with contractors, engineers, entities, general public or utilities, public outreach or providing specific knowledge to any situation. Responsibilities also included ensuring that the team correctly handles and documents all areas of work, conducting and documenting weekly progress meetings, reviewing the monthly pay applications, managing the approved funds, handling construction conflicts and supporting public addresses. The project had a construction value of $32,500,000.

Russell Road at I-94; Illinois Department of Transportation, District 1; IL

Project Manager and Materials Coordinator for the reconstruction and widening of Russell Road over I-94. The project included embankment, PCC pavement with HMA stabilized subbase, two bridge structures, five MSE walls and the reconstruction of three ramps. Responsible for managing all required QA activities and tests. Services included managing the Quality Assurance (QA) requirements for HMA and Portland Cement Concrete (PCC). Services also included coordination of QA activities with the Contractor and IDOT Personnel, QA field and lab tests, inspection of the Contractor's QC activities, reporting of results and investigations of tests when required by the contract. The project had a construction value of $9,000,000.

I-80 Widening from US30 to US45; Illinois Department of Transportation, District 1; IL

Project Manager and Materials Coordinator on the widening of I-80 that included a new enclosed drainage system with over 7 miles of storm sewer and the placement of over 400 structures, PCC pavement, HMA stabilized subbase, the widening of two bridges over the Norfolk Southern Railroad and double-faced barrier wall. Responsible for managing all required QA activities and tests. Services included managing the QA requirements for HMA and PCC. Services also included coordination of QA activities with the Contractor and IDOT Personnel, QA field and lab tests, inspection of the Contractor's QC activities, reporting of results and investigations of tests when required by the contract.

I-294 / I-57 Interchange Construction Services; Illinois State Toll Highway Authority; IL

Project Manager for constructing two new ramps connecting SB I-294 to SB I-57. Work included new toll facilities, PCC and Hot Mix Asphalt (HMA) pavement, MSE walls and noise walls. Responsible for working hand in hand with the client to confirm their needs are being met by means of staffing, facilitating coordination with contractors, engineers, entities, general public or utilities, public outreach or providing specific knowledge to any situation. Responsibilities also included verifying the team is correctly handling and documenting all areas of work assisting in contract negotiations, reviewing the monthly pay applications, managing the approved funds, handling any construction conflicts and supporting any public address.

Lake Shore Drive Bridge Rehabilitation; City of Chicago Department of Transportation; IL

Resident Engineer for reconstruction and improvement of the bridge carrying Lake Shore Drive over LaSalle Drive. Work included concrete beam repairs, full and partial depth patching, bridge deck overlay, abutment repairs and restoration of the architectural parapet walls. The project had a construction value of $1,400,000.

Milwaukee Avenue Improvements from Addison to Belmont; City of Chicago, Department of Transportation; IL

Project Manager for Phase III construction engineering services for the Milwaukee Avenue Reconstruction Project between Addison Street and Belmont Avenue. The scope of work consisted of pavement reconstruction, curb and gutter replacement, sidewalk replacement with ADA compliant ramps, drainage system upgrades, lighting, new pavement markings and various streetscaping improvements.

Touhy Avenue Pedestrian Bridge; Illinois Department of Transportation; Village of Lincolnwood, IL

Resident Engineer for this project that included constructing a truss structure to connect the north and south legs of the Lincolnwood Valley Trail over Touhy Avenue. Other construction elements included placing a 6" PCC wearing deck over the bridge, two MSE wall abutments, spread footing foundations, new path pavement, decorative lighting, enclosed drainage and landscaping. The project had a construction value of $3,900,000.

Walker Road Bridge Replacement; Kane County Division of Transportation; IL

Project Manager and Resident Engineer for replacing an existing two-span cast-in-place PCC slab structure with a new structure constructed of steel beams, PCC deck with shell piles and integral abutments. Other project features include new culverts, underdrains, guardrail, HMA pavement, striping, restoration and other miscellaneous items to complete the project. Responsibilities included coordination between the Contractor, Kane County and IDOT, Resident outreach and collaboration, QA of project documentation and project closeout.



JAY HORAK, PE

Technical Advisor
Stanley Consultants, Inc.
35 Years of Experience

As Stanley Consultants' Water/Wastewater Design and Construction Services Department Manager, Jay has over 30 years of experience in construction administration, third-party construction administration, and construction management services of gravity sewers, force-mains, lift stations, reservoirs, booster pump stations, wastewater treatment facilities, and water treatment facilities throughout Arizona. Jay's experience has enabled him to develop the following attributes necessary to successfully manage construction projects.

- Ability to monitor/guide Contractor's schedule: Jay provides a proactive approach to contractor scheduling and coordination of issues to help ensure delays do not occur. This approach is critical to the timely completion and commissioning of new facilities. Jay has a proven track record of completing projects on time.
- Respect for the design engineer of record original design intent: Jay has provided "third-party" Project/Construction Management Services on more than 25 CMAR delivered projects during his career developing working relationships with a variety of Design Consultants. Throughout the course of his career, he has demonstrated the ability to build the design, while recognizing deficiencies and working with the designer to resolve the problems which are inevitable during construction.
- Ability to resolve issues in a timely manner: Jay has been Owner's Representative on "third-party" Project/Construction Management Services projects for the Town of Gilbert; Cities of Phoenix, Scottsdale, Surprise, and Sedona; Pulte Home Corporation; and EPCOR Water Company during his career. He has also worked with PCL, Haydon, McCarthy, AGC, CSW, Pulice, T&T, Pierson, and Sundt on CMAR delivered projects. He is known by both owners and contractors to provide logical, objective, and fair solutions to conflicts that arise during construction.

PROJECT EXPERIENCE

66-inch Drought Pipeline Project – Segment 2; City of Phoenix; Phoenix, AZ
Project / Construction Manager overseeing the full-time construction administration and inspection services of this $59.9 million CMAR delivered infrastructure improvement project. Work consisted of installing 22,723 LF of 66" Welded Steel Transmission Main; 6,795 LF of Ductile Iron Pipe (6", 8", 12", 24", 36" & 42"); 100 LF of 6" VCP; 11 Epoxy Coated Manholes; 7ea 66" Butterfly Valves; 3ea 42" Butterfly Valves; 3ea 36" Butterfly Valves; 11ea CARV & Blowoff Manholes; 6ea 86" steel casing Jack-and-bore Hand Tunnels; 30ea Cathodic Protection Test Stations; 4ea Deep Well and Cathodic Rectifiers; 24-, 36-, and 43-inch transmission main tie-ins. All work was completed within the ROW from 32nd St. and Shea Blvd. to 32nd St. and Bell Rd.

Lake Pleasant 78-inch Water Transmission Main; City of Phoenix, Phoenix, AZ
Project / Construction Manager overseeing the full-time construction administration and inspection services of this $49 million CMAR delivered steel water transmission main project. The work consisted of excavation, installation, backfilling and testing of approximately 44,900 linear feet of 78" steel water transmission main from the future Lake Pleasant Water Treatment Plant to the connection with the existing distribution system at 27th Avenue and Carefree Highway. Also included in this project are approximately 40,640 linear feet of 8" force main,

Education

Master of Engineering, Civil Engineering, Texas A&M University

Bachelor of Science, Civil Engineering, Washington University

Bachelor of Science, Engineering and Public Policy, Washington University

Bachelor of Science, Chemistry, Nebraska Wesleyan University

Professional Registration

Civil Engineering:
AZ, #42745
NCEES Record Holder

Professional Societies

- Construction Management Association of America
- Arizona Water Association

Specialized Training and Certifications

- NASSCO (#U-916-07005388)
- Pipeline Assessment and Certification Program (PACP)
- 10-Hour OSHA Training Course

5570 linear feet of 16" waterline, 44,230 linear feet of dual 4" fiber optic ducts, interconnection for future 72", 54" and 42" water mains, valves, blow-offs, concrete encasements, manholes, pavements, landscaping, corrosion protection system, a 1,700 foot tunnel section under Skunk Creek, two (2) jack and bore sections under Carefree Highway (105 LF of 120" steel casing) and under I-17 (700 LF of 120" steel casing), and over 7,000 feet of concrete encasement sections in dry creek beds.

Southwest Zone 1 36-inch Transmission Main; City of Phoenix, Phoenix, AZ

Construction Services Manager overseeing the full-time third-party construction administration and observation services for this $13.6 million-dollar CM@R delivered improvement project. The work consisted of installation of 21,000 LF of 36-inch water main in Buckeye Road from 35th to 67th Avenues. This project provided system redundancy, water quality improvement and adequate fire flow protection to the heavily industrial areas.

Desert Ridge Superblock 1 Water Transmission Main; Pulte Homes, Phoenix, AZ

Construction Services Manager overseeing the full time third-party construction administration and observation services for this $2.1 million-dollar improvement project. The work consisted of installation of 7,206 LF of restrained and non-restrained 42" DIP transmission mains; installation of 7,817 LF of restrained and non-restrained 36" DIP transmission mains; installation of 350 LF of 60-inch steel casing under the Loop 101 by means of a TBM (Tunnel Boring Machine); placement of 3,900 SY of asphalt. The project was complicated by multiple design changes due to conflicts with an existing 36-inch reclaimed water and a 48-inch sanitary sewer line. The project also required extensive coordination with the COP Reach 11 Sports Complex regarding traffic control in and out of the facility.

Desert Ridge Superblock 11 Water Transmission Mains; Pulte Homes, Phoenix, AZ

Construction Services Manager overseeing the full time third-party construction administration and observation services for this $2.44 million-dollar improvement project. The work consisted of installing 3,592 LF of restrained and non-restrained 42" DIP transmission mains; installing 1,835 LF of restrained and non-restrained 36" DIP transmission mains; and installing 1,481 LF of restrained and non-restrained 24" DIP transmission mains. The project was complicated by multiple design changes due to conflicts with unknown utilities.

Val Vista Transmission Main Rehabilitation; City of Phoenix; Phoenix, AZ

Project / Construction Manager overseeing the full-time construction administration and inspection services of this two phased $17.7 million CMAR delivered transmission main rehabilitation project. GMP1 is generally described as the rehabilitation of 3,109 LF of 90-inch PCCP using solid can steel liners. This project, located in the City of Mesa, was spread across three access portal (pit) locations. GMP2 is generally described as the rehabilitation of 4,901 LF of 96-inch PCCP using both solid and split can steel liner. This project, located in the City of Mesa, was spread across three access portal (pit) locations. Construction schedule was extremely critical with the project, as the pipeline was needed for Val Vista WTP startup on January 1, 2019.

I-17 Corridor Project; Communities Southwest, Phoenix, AZ

Resident Project Representative providing third party construction administration and inspection services for this project. The work included 9 miles of 54-inch water and 21-inch sewer lines, two booster stations (initial capacity of 24 mgd expandable to 60 mgd), and a 5 mg at grade steel reservoir. Responsibilities included construction observation of the two booster stations and steel reservoir, and supervision of up to six inspectors working on various sections of both the water and sewer lines.

I-17 & Sweetwater 24-inch Transmission Main Replacement; City of Phoenix, Phoenix, AZ

Construction Services Manager overseeing the review/update/finalization of plans and specifications and the full-time third-party construction administration and inspection services for this Design-Bid-Build project. This $2.1 million project constructed over one-mile of 24" DIP transmission main for City's Water Services Department. Stanley assisted the City through value engineering and design modifications to complete this project under budget at a final construction cost of $1.9 million. Project included extensive traffic control coordination, public outreach, jack and bore under I-17, three water main shutdowns for tie-ins and multi-stage pressure and disinfection testing.

Southwest Zone 1 16-inch Distribution Main; City of Phoenix, Phoenix, AZ

Construction Services Manager overseeing the full-time third-party construction administration and observation services for this $3.6 million-dollar CM@R delivered improvement project. The work consisted of installation of 5,100 LF of 16-inch water main in in Indian School Road from 91st Ave. to Loop 101 and in 91st Ave. from Camelback Rd. to Campbell Rd. This project will remedy critical restrictions in the water transmission backbone of the Zone by providing system redundancy, water quality improvement and adequate fire flow protection to the heavily commercial and industrial areas.



JESSE SINGER, PE

Field Manager
Stanley Consultants, Inc.
17 Years of Experience

Jesse is experienced in construction observation and contract documentation projects ranging from interstate expressway reconstruction to residential street rehabilitation. He has managed major roadway, utility, and bridge infrastructure projects as the Resident Engineer as well as water main, lift station, traffic signal, and arterial street lighting projects. Clients include the Illinois Department of Transportation, Illinois Tollway, Counties, and numerous municipalities. Jesse is certified in IDOT's Documentation of Contract Quantities, Construction Materials Management System (CMMS), Erosion and Sediment Control Fundamentals and Inspection Modules and S-33 Soils Field Testing and Inspection. Jesse's construction management style is proactive with an emphasis on effective communication and team building between clients, stakeholders, and contractors.

PROJECT EXPERIENCE

Morton Grove-Niles Water Commission Water Transmission Main, Village of Niles
Senior Resident Engineer for the installation of over 9 miles of water transmission main and the associated pavement rehabilitation and reconstruction. Other work included the installation of fiber optic lines to monitor the water main and water main lining. As part of a multi-firm venture, Jesse oversaw five of the project's nine contracts. The total contract cost was $78M with Jesse directly overseeing $46M in work, including over $10M in pavement reconstruction and rehabilitation on arterial, collector, industrial, and residential streets. Coordination was required with IDOT, Morton Grove, Niles and Skokie. Completed in 2020.

Fabyan Parkway & Kirk Road Intersection, Kane County Division of Transportation
Resident Engineer for the widening and reconstruction of the Fabyan Parkway and Kirk Road Intersection. Construction included roadway reconstruction, storm sewer installation, water main relocation, a new multi-use path, utility relocations and new traffic signal and roadway lighting installation. During construction, staff observed the contractor's operations for conformance with the plans and specifications and measured and documented pay item quantities. Monthly pay estimates were prepared and submitted to the County and IDOT for review and approval. Final documentation was completed, and the project closed out per IDOT requirements. The construction cost was $10M and completed in 2021.

Brookfield Avenue over Salt Creek, Village of Brookfield
Resident Engineer for the replacement of a two-span Precast Prestressed Concrete deck beam structure with one lane in each direction and sidewalk. Construction included a single-span PPC I-Beam bridge on tall abutments founded on driven piles and aesthetic features; reconstruction of 300 feet of approach roadway, lighting and relocation of utilities, including a water main and storm sewer. The bridge is in an urban setting in downtown Brookfield and was constructed with full closure and detour. STP-BR funds were used for construction, so all work was completed in accordance with IDOT-BLR&S and FHWA requirements. Construction cost was $4.6M and completed in 2022.

Delany Road Reconstruction, Lake County Division of Transportation
Construction Engineer for the reconstruction of Delany Road from Sunset Avenue to Wadsworth Road. The existing two-lane rural roadway was reconstructed to a five-lane urban street with a closed drainage system. Improvements included total pavement removal and replacement, traffic signal modernization, modular block retaining walls, new storm sewers and the

Education

Bachelor of Science, Civil Engineering, Calvin College

Professional Registration

Professional Engineering:

IL, #062-063810
IN, #1170571

Professional Societies

- Local Chapter Member - American Public Works Association
- National Council Member - APWA Certified Public Infrastructure Inspector
- Committee Member - ACEC IL Construction Institute

Specialized Training and Certifications

- LEED Accredited Professional (LEED AP)
- APWA Certified Public Infrastructure Inspector (CPII)
- Designated Erosion Control Inspector (DECI)
- IDOT Documentation of Contract Quantities, #20-16138
- IDOT Geotechnical Field Testing and Inspection (S 33)
- IDOT Pile Foundation Construction Inspection (S 19)
- IDOT Drilled Shaft Foundation Inspection (S-32)
- IDOT CMMS Training
- IDOT Inspection of Erosion & Sediment Control Best Management Practices

replacement of 4,700 feet of 16-inch watermain as well as 600 feet of various other diameters. A 22-acre detention pond was also constructed for stormwater management. County funds were used for construction although all project documentation was completed in accordance with IDOT requirements. Construction cost was $16M and completed in 2014.

Main Street Improvements, Village of Morton Grove

Resident Engineer for the Main Street Improvements Project, which included street reconstruction, combined sewer replacement with storm sewer and sanitary sewer and water main replacement under Main Street and extending into Forest Preserve District of Cook County property. All water and sewer utilities were replaced within the project limits. Both 8" and 10" parallel water mains were replaced under Main Street. The existing combined sewer was abandoned and replaced with new sanitary and storm sewer. Construction cost was $2M and completed in 2021.

Caldwell Ave Water Main River Crossing, Village of Morton Grove

Resident Engineer for the replacement of 1,200 feet of parallel 12-inch and 20-inch (2,400 feet total) water mains crossing through the Cook County Forest Preserve District. Both water mains required boring under the North Branch of the Chicago River. Since the project was in a forest preserve, a strict plan was developed for contractor access and to limit tree impacts. Construction was funded through the Village; however, construction documentation was completed in accordance with IDOT requirements.

Touhy Avenue Water Main Replacement, Village of Niles

Resident Engineer for the water main improvement that replaced 2700 feet of 12-inch water main along Touhy Avenue, a state highway. The new water main is a PVC pipe and replaces a badly deteriorated ductile iron pipe. To eliminate traffic disruptions at some locations, the water main was bored under the existing pavement. Existing water services were replaced the length of the improvement. Since Touhy Avenue is a state highway, all traffic control implementation and construction conformed to IDOT standards and requirements. Completed in 2018.

The Coves Single Family Re-Subdivision Improvements, Village of Algonquin

Resident Engineer for the Coves Single Family Re-Subdivision improvements. The re-subdivision required water, storm, sanitary, and roadway improvements resulting from the new site plan. The water and sanitary sewer services to each lot were removed and replaced. Roadway improvements included an extension to Par Drive, select curb and gutter removal and replacement, pavement patching and HMA surface removal and replacement. All documentation and inspection were completed in accordance with The Village of Algonquin requirements. Completed in 2014.

Hunt Club Road and Washington Street Reconstruction, Lake County Division of Transportation

Selected as the Resident Engineer for traffic signal improvements and widening of the Hunt Club Road and Washington Street intersection in Gurnee. Project improvements also include relocations of Gurnee, JAWA, and Lake County PW water main along with extensive utility relocations and coordination in advance of the contract work by North Shore Gas, Comed, AT&T and Comcast. Construction cost of $16M.



JEFF LUIF

Documentation Technician
Stanley Consultants, Inc.
21 Years of Experience

Jeff's responsibilities have included the on-site inspection of infrastructure construction projects, record-keeping of daily construction activities, verification of construction layout, measurement and documentation of daily quantities, and quality assurance of work performed by the contractor. He completed and processed documentation including but not limited to change orders, extra work orders, and pay estimates.

As Materials Coordinator, Jeff is responsible for managing all required QA activities and tests. Services include managing the Quality Assurance (QA) requirements for Hot Mix Asphalt (HMA) and Portland Cement Concrete (PCC), coordination of QA activities with the Contractor and ISTHA / IDOT Personnel, QA field and lab tests, inspection of the Contractor's QC activities, reporting of results and investigations of tests when required by the contract.

Managed Safety and Health Programs for construction and general industry contractors in the Chicagoland Area. Provided Loss Control Services including program development, field safety inspections, employee training, job hazard analysis, OSHA and MSHA assistance, OSHA 300 Analysis and accident investigation. Completed account analysis and loss control surveys for insurance companies.

PROJECT EXPERIENCE

Waycinden and Mareland Water Main Improvements, American Water Company, IL
Resident Engineer for the project that consisted of the replacement of approximately 1,100 LF of existing 6-inch water main with new 12-inch water main located on the west side of Elmhurst Road, just north of Algonquin Road, in Des Plaines, Illinois. This system serves approximately 730 customers of whom are primarily residential, with some multi-family residences and commercial customers in Norwood Park Township, Chicago Illinois. Responsibilities included project documentation, processing of pay estimates, authorizing change orders and public outreach.

I-90 (Kennedy Expressway) Resurfacing, Illinois Dept. of Transportation, District 1, IL
Materials Coordinator and Documentation Engineer responsible for managing all required QA activities and tests. Services included managing the Quality Assurance (QA) requirements for Hot Mix Asphalt (HMA) and Portland Cement Concrete (PCC). This project included the resurfacing of I-90 between Harlem Avenue and The Edens Junction with SMA Binder and Surface. Work also included pavement patching, drainage improvements, guardrail replacement and inlaid pavement markings.

I-294 / I-57 Interchange Construction Services, Illinois State Toll Highway Authority, IL
Construction Inspector and Materials Coordinator for project that includes the construction of two ramps (X & M) connecting I-294 to I-57 and the associated toll facilities. Work included pavement widening, shoulder removal and replacement, median barrier removal and replacement, new pavement construction, lighting removal and replacement, sign removal and replacement, pavement markings, toll collection infrastructure and buildings, tree removal, earth

Education

Bachelor of Science, Industrial Technology, Northern Illinois University

Specialized Training and Certifications

- IDOT Documentation of Contract Quantities, #22-19489 (Expires: 1/5/2026)
- IDOT Construction Material Inspection Documentation
- IDOT ICORS 2011 Training
- IDOT Materials Management for Resident Engineers
- IDOT Aggregate Technician IDOT PCC - Level 1 & 2 IDOT HMA - Level 1 & 2
- IDOT S-33 Soils Field Testing and Inspection
- IDOT Fundamentals of Storm Water Pollution and Erosion & Sediment Control
- IDOT Nuclear Density Tester
- IDOT Understanding Specifications
- IDOT MUTCD Training
- ACI Concrete Tester - Level 1
- ATTI / ADOT Field Technician
- OSHA 510: Standards for Construction Industry (30-Hour)

excavation, grading, drainage culvert removal and replacement, retaining wall construction, landscaping and all incidental and collateral work necessary to complete the project as shown on the plans.

159th Street Widening and Reconstruction, Illinois Department of Transportation, District 1, IL
Lead Inspector and Documentation Engineer for roadway reconstruction and widening of IL Route 7 for a length of 5 miles from 2 to 4 lanes including protected left turn bays. Additionally, there was roadway reconstruction and widening of the related crossroads. The improvement included the installation of over 8 miles of storm sewer, pipe culverts, 6 cross-road precast box culverts, three retaining walls, two pile-supported land bridge embankments, traffic signals, pavement markings and landscaping. The construction value for this project was $65,000,000.00.

I-80 Widening from US30 to US45, Illinois Department of Transportation, District 1, IL
Inspector and Documentation Engineer on the widening of I-80 that included a new enclosed drainage system with over 7 miles of storm sewer and the placement of over 400 structures, PCC pavement, HMA stabilized subbase, the widening of two bridges over the Norfolk Southern Railroad and double-faced barrier wall. Responsible of project record keeping, completed and processed documentation including but not limited to limited to: change orders, extra work orders, and pay estimates.

IL 83 Reconstruction from Kedzie Avenue to Western Avenue, Illinois Department of Transportation, District 1, IL
Document Control Specialist and Documentation Engineer responsible of project record keeping, completed and processed documentation including but not limited to: change orders, extra work orders, and pay estimates. The project included the widening and reconstruction of IL 83 with PCC jointed pavement, new enclosed drainage system, new traffic signals and a signal interconnect of six intersections, new lighting, curb and gutter and sidewalks.

I-94 from IL 173 to Wisconsin State Line, Illinois Department of Transportation, District 1, IL
Construction Inspector for the reconstruction and widening of I-94 from IL 173 to the Wisconsin State Line. Project also included pavement and bridge widening and reconstruction of IL 173 over I-94. Responsibilities included the on-site inspection and record keeping of daily construction activities, verification of construction layout, measurement and documentation of daily quantities, and quality assurance of work performed by the contractor. The project had a construction value of $32,500,000.

I-55 Resurfacing and Bridge Widening, Illinois Department of Transportation, District 1, IL
Construction Inspector responsibilities included the on-site inspection and record keeping of daily construction activities, verification of construction layout, measurement and documentation of daily quantities, and quality assurance of work performed by the contractor. This project included the resurfacing of a 16-mile section of I-55 from I-80 to the Grundy County Line with SMA Binder and Surface and the rehabilitation of 7 bridges.

Archer and 135th Street, Will County Department of Highways, IL
Assistant Resident Engineer responsibilities included the on-site inspection and record keeping of daily construction activities, verification of construction layout, measurement and documentation of daily quantities, and quality assurance of work performed by the contractor. Project included the construction of a new bridge to carry traffic over the newly relocated Long Run Creek, new traffic signals, intersection realignment and new detention basins.

I-294 Widening and Reconstruction from Balmoral Avenue to Touhy Avenue, Illinois State Toll Highway Authority, Chicago, IL
Construction Inspector overseeing five construction contracts that included roadway widening, bridge widening, interchange improvements, and ramp modifications on the Tri-State Tollway from Mile Post 40.2 to Mile Post 42.8 in Cook County, Illinois. Work included the reconstruction of the existing three lanes and the addition of one mainline lane in each direction; the Open Road Toll Plaza conversion of one mainline toll plaza at Plaza 29 (Touhy Avenue); the widening and rehabilitation or reconstruction of the bridge structures over Higgins Road (IL 72), Devon Avenue, Des Plaines River Road, and Touhy Avenue; and the rehabilitation or reconstruction of up to 13 ramp bridges and bridges over the mainline roadway.

I-294 Bridge Rehabilitation, Construction Management Services, Illinois State Toll Highway Authority, Chicago, IL
Construction Inspector overseeing the rehabilitation of four bridges along the Tri-State Tollway (I-294) in Cook County, Illinois. The project included deck removal and replacement, latex overlay, HMA pavement resurfacing, concrete median and parapet extension, guardrail, concrete gutters, lighting, and cameras. Responsibilities included the on-site inspection and recordkeeping of daily construction activities, verification of construction layout, measurement and documentation of daily quantities, and quality assurance of work performed by the contractor.

Plus Six Engineering, LLC

Program and Construction Management
Civil Engineering and Consulting

Matt Gaughan, P.E.
Program Manager, Construction Manager, Technical Advisor

Education
BS, Civil Engineering, Univ. of Illinois

Licenses/Registrations
Prof. Engineer (Civil), Texas, #101513; Nevada #028409; Illinois #062-055328

Years of Experience
With Plus Six Engineering: 8
With Other Firms: 20

Professional Associations
American Society of Civil Engineers

American Water Works Association
* Capital Projects Delivery Comm.

National Assoc. of Corrosion Engineers

Training and Certifications
AMPP Basic Coatings Inspector (NACE CIP Level 1), N-55330

Presentations
"Collaborative Procurement and Risk Management of Soft Ground Tunnels for the Integrated Pipeline Project in Texas", ASCE Pipelines, Calgary, AB, Canada, July 2024

"Large Diameter Pipe Inspector Training" – Coastal Water Authority, Houston, TX – July 2021

"Extra-Large Diameter Pipe Inspector Training" – City of Houston, Houston, TX – February 2019

"Counting on Quality – Design to Construction of 100-Year Life Raw Water Transmission Main", AWWA ACE 2016, Chicago, IL

Matt Gaughan co-founded Plus Six Engineering, LLC in early 2016 to bring over 25 years of experience in program and construction management to Owner agencies for the delivery of water and wastewater projects. Over the past 15 years, Matt has played key roles on program and construction management teams for over $4 billion worth of capital improvement programs and projects.

Project Experience

Tarrant Regional Water District – Integrated Pipeline Project, Fort Worth, Texas, 2010-present - The IPL is a $2.3B, multi-phase project consisting of the planning, design and construction of a 350-mgd raw water conveyance system (150 miles of 84- to 120-inch-diameter pipe, three intake-and-lake pump stations, three 200-350 mgd booster pump stations, a 450 MG balancing reservoir and other ancillary facilities). Mr. Gaughan serves as program's engineering coordinator responsible for project management of an estimated $1.5B in design and construction. Matt provides technical and constructability reviews for pipelines, balancing reservoirs, tunnels, and pump stations. Mr. Gaughan coordinates permitting, bid/construction phase engineering services and construction quality management. Matt coordinates with TWDB for SWIFT fund requirements. Mr. Gaughan's role in value engineering reviews resulted in approximately $82 million in project savings to date.

Alliance Regional Water Authority, Pipeline Segment A and B, San Marcos, TX, 2022-2023 – The Carrizo Phase 1B project includes well field, water treatment plant, booster pump station, approximately 80 miles of 36"-48" pipeline and eight delivery points to serve central Texas communities of Kyle, San Marcos and Buda. Matt served as technical advisor -for the program CM Team. [Subconsultant to PD]

Tarrant Regional Water District – Cedar Creek Wetlands – Multiple Teams, Kaufman Co, Texas, 2022-present – Wetlands re-use development project – wetland design and permitting, large diameter raw water pipeline, and river intake / re-lift pump station. Facilities include river intake pump station (176 mgd), re-lift pump station, balancing reservoir, energy dissipation structure, and outfall. As part of three different design teams, Plus Six Engineering provides team coordination, constructability reviews, haul route assessments, and Envision sustainability assessments. [Subconsultant to APAI, Jacobs, HDR]

City of Sherman – Major Infrastructure Improvement Program, Sherman, Texas, 2022-present – Program Management and Construction Management Services for water and wastewater improvements to support manufacturing development for City. Projects include – 15 miles of 36-inch water line, 20 mgd pump station, expansion of 5 mgd of RO/UF at water treatment plant, and a 4 mgd MBR WWTP. PSE provides owner's representatives for oversight of CMAR contractors and design engineers. [Subconsultant to PD]

Plus Six Engineering, LLC

Program and Construction Management
Civil Engineering and Consulting

Matt Gaughan, P.E.
Pipeline Project Experience (Continued)

Project	Owner	Pipeline Desc.	Dates	Role
IPL Section 19-2 Part A	TRWD	Raw water – 10.0 miles of 84" welded steel pipe, 5 short tunnels	2024-present	Owner's CM Team – Project and QA manager
Segment 28C	NHCRWA	Potable water – 2.0 miles of 60" welded steel pipe	2024-present	Owner's CM Team – Technical Advisor
IPL Section 19 Long Tunnel Crossings	TRWD	Raw water – 8.0 miles of 84" welded steel pipe – 2 EPB tunnels, 2 MTBM tunnels, 1 short tunnels	2022-present	Owner's CM Team – Project and QA manager
Lake Ralph Hall	UTRWD	Raw water – 32 miles of 60"-72" welded steel pipe	2022-present	Owner's CM Team – Technical Advisor
Segment 25B	NHCRWA	Potable water – 2.5 miles of 84" welded steel pipe in HV ROW	2021-2022	Owner's CM Team – Technical Advisor
Segment 28D	NHCRWA	Potable water – 3.0 miles of 60" welded steel pipe, 1 EPB tunnel crossing	2021-2022	Owner's CM Team – Technical Advisor
IPL Section 19 TX Crossings	TRWD	Raw water – 2.0 miles of 84" welded steel pipe – 10 short tunnels	2020-2023	Owner's CM Team – Project and QA manager
Carrizo Phase 1B	ARWA	Potable water – 80 miles of 36"-48" steel pipeline, WTP, BPS	2020-2023	Owner's CM Team – Technical Advisor
Lower Bois d'Arc	NTMWD	Raw and Treated Water 50 miles 84"-90" welded steel pipe	2019-2022	Owner's CM Team – Technical Advisor
Northeast Transmission Line	City of Houston	Potable water – 14.0 miles of 108" welded steel pipe	2019-2020	Owner's CM Team – Technical Advisor
IPL Section 17-18	TRWD	Raw water – 10.2 miles of 108" welded steel pipe, 3 short tunnels	2017-2020	Owner's CM Team – Project and QA manager
IPL Section 10-11	TRWD	Raw water – 12.7 miles of 84" welded steel pipe, 7 short tunnels	2017-2019	Owner's CM Team – Project and QA manager
IPL JCC1 Lake Pump Station	TRWD	275 mgd PS, Raw water – 1/2 mile of 36" and 108" welded steel pipe	2016-2023	Owner's CM Team – Project and QA manager
IPL Section 17 Trinity River Tunnel	TRWD	Raw water – 2.0 miles of 108" welded steel pipe – 4,500 ft tunnel	2016-2020	Owner's CM Team – Project and QA manager
IPL Section 14	TRWD	Raw water – 14.5 miles of 108" welded steel pipe, 6 short tunnels	2016-2018	Owner's CM Team – Project and QA manager
IPL Section 12-13 MBR	TRWD	Raw water – 14.5 miles of 108" and 120" welded steel pipe, 5 short tunnels	2015-2018	Owner's CM Team – Resident engineer
IPL JB3 Booster Pump Station	TRWD	350 mgd PS, Raw water – 3/4 mile of 36", 54", 108" and 114" steel pipe	2015-2020	Owner's CM Team – Coordinator
IPL JB3 Reservoir	TRWD	Raw water – 1.5 miles of 108" and 114" welded steel pipe	2014-2016	Owner's CM Team – Procurement manager
IPL Section 15-1	TRWD	Raw water – 15.5 miles of 108" welded steel pipe, 6 short tunnels	2014-2017	Owner's CM Team – Project engineer
SI35 W/WW Program	City Austin	Potable water – 13.0 miles of 36"-48" DIP, WW – 2.5 miles of 24"-60" CCFRP	2008-2010	Owner's PMCM Team – Permit Manager
Chicago Water Partners	City Chicago	Multiple projects water main replacement, feeder main rehab.	2001-2008	Owner's PMCM Team – project engineer



MICHAEL COLBY, PE

Resident Engineer
Stanley Consultants, Inc.
8 Years of Experience

Michael has professional experience on water and wastewater utilities projects which included hydraulic modeling, as well as designing water treatment systems, pump stations, and distribution systems, system rehabilitation and engineering studies.

PROJECT EXPERIENCE

Village of Morton Grove Niles Water Supply Infrastructure Corridor Study and Design, Morton Grove Niles Water Commission; Morton Grove & Niles, IL
Environmental Engineer responsible for coordinating project funding applications with IEPA and WIFIA, assisting with analyzing various transmission main corridors and finalizing the selected route, hydraulic modeling, pump station design, specification development, permitting, compiling various reports and bidding assistance. Continues to aid the commission through maintenance of the hydraulic modeling and assistance on various task orders including the risk and resiliency assessment and rate study.

Water Supply Construction Engineering and Oversight, Morton Grove Niles Water Commission; Morton Grove & Niles, IL
Environmental Engineer responsible for construction observation and engineering design during construction, including contractor submittal review, RFI review and response, and modifying the design to account for field conditions discovered during construction of two 12.7 MGD pump stations and one 7.0 MG standpipe. Michael also has maintained a positive relationship with IEPA and managed the monthly disbursement of the client's $83M SRF loan.

FY2024 Staff Augmentation; Lake County Public Works Department IL; Mundelein, IL
Project Manager responsible for managing several capital improvement projects as an extension of Lake County Public Works staff. Work included engaging design consultants, County engineering, operations and administrative staff to ensure projects successfully remained on schedule and on budget. Work also includes developing a deep understanding of internal processes at Lake County Public Works to act as an independent project manager as if I were a direct employee of the County.

WaterLink Extension Phase I; DuPage Water Commission; Elmhurst, IL
Environmental Engineer responsible for building a hydraulic model of the existing DuPage Water Commission system and the proposed extension of the system and evaluating several possible future alternatives to assist with preliminary engineering design. Also responsible for assisting with the pipeline routing analysis, stakeholder engagement, preliminary engineering design alternatives analyses, and completion of the project development report.

Well Asset Maintainence and Forecast Plan; City of Long Beach Water Department.; Long Beach, CA
Environmental Engineer responsible for well condition assessments, data quality analysis, well maintenance prioritization, and assistance with the development of key performance indicators for a new digital tool designed to improve the management and production of 25+ groundwater wells.

Education

Bachelor of Science, Iowa State University, Civil Engineering

Professional Registration

Registered Professional Engineer:
IL, #062-072749
FL, #92171

Professional Societies

- Young Adult Professional in Illinois Section of American Waterworks Association (AWWA)

Specialized Training and Certifications

- Innovyze InfoWater and InfoSurge Water Distribution Modeling, May 2018

RESIDENT ENGINEER / LEAD INSPECTOR

Joseph A. Jacobsen, P.E.



Mr. Jacobsen has more than a decade of experience in construction management and inspection for rail and highway projects. He has extensive experience with Class I Railroads, IDOT and the Illinois Tollway. His expertise in construction inspection and administration and knowledge of rail safety and operation provides a solid foundation for the successful completion of projects.

Michael Baker INTERNATIONAL

Years with Michael Baker
3

Years of Experience
13

Education
B.S., 2011, Civil Engineering, Oregon State University

Licenses/Certifications
Professional Engineer, Illinois, 2018, 062070396

IDOT CMMS Training

NS Roadway Worker Protection Certification, 2021, 6978513

Engineering Intern, Oregon, 2011, 84906EI

Land Surveyor Intern, Oregon, 2011, 84906LSI

IDOT Documentation of Contract Quantities, Illinois, 2023, 23-20571

OSHA 10-Hour Construction Outreach Training, 2021

IDOT Soils Density S-33, Illinois, 2023, 5097188

IDOT Erosion & Sediment Control Training (Module I & III), Illinois, 2023

RELEVANT EXPERIENCE

IL 137 at Bull Creek Box Culvert, Zion, Illinois. *Illinois Department of Transportation District One.* Document Technician. This $7,886,156.87+ project consists of replacing the existing 8-x10- double box culvert (SN 049-0214) and replacing it with a 12'x12' triple box culvert (SN 049-0700). Also included is the construction of a 7' PCC sidewalk on the east side and an 8' multi-use path on the west side of IL 137. In addition, light pole relocation, guardrail replacement, and *watermain*, sanitary sewer relocation and embankment stabilization is included in the proposed work. Michael Baker is providing documentation and inspection services for the contract.

Central Avenue Bridge over the Chicago Sanitary and Ship Canal Reconstruction (SN 016-3240), Cicero, Illinois. *Cook County Department of Transportation and Highways (CCDOTH).* Assistant Resident Engineer. $33 million of improvements to the 33-span, 3,430' long bridge just north of the Central Avenue and I-55 Interchange include removal and replacement of the concrete deck from spans 6 through 33, deck joint repairs on spans 1-5, bearing removal and replacement, substructure concrete repairs, storm sewer structure cleaning, lead remediation and painting of the existing steel girders, installation of a LED lighting system, landscaping, temporary traffic signals for staged configuration at the intersection of Central Avenue and Pershing Road (39th Street), signage upgrades, and pavement marking. Services include maintenance of traffic coordination, construction inspection, materials documentation, e-Builder reporting, change management, and pay estimate oversight.

Construction Management on Various Task Orders, Cook County, Illinois. *Cook County Department of Transportation and Highways (CCDOTH).* Construction Engineer and Constructability Reviewer. Michael Baker provided design changes, material testing coordination, record preparation, documentation, pay estimates, and change order submittals for various task orders throughout Cook County, Illinois. Tasks included administration, construction manual updates, special provision updates, and schedule evaluation. Michael Baker also oversaw Central Avenue Bridge emergency repairs, capital project schedule evaluation material review management, and general engineering services.

NS Burns Harbor, IN Br CD-487 CM. *Norfolk Southern Corporation.* Resident Engineer. Responsibilities include onsite inspection and documentation of construction activities, monitoring adherence to permits and safety regulations, and review of requests for information, submittals, invoices and change orders. Also, was involved in coordination with the City of Portage, Indiana American Water, Linde and CenturyLink regarding easements and utilities.

NS Bridges CD-513.86 & CD-514.08 Replacement CM. *Norfolk Southern Corporation.* Project Manager / Resident Engineer. Responsible for managing construction services in the form of acting as the client representative when coordinating with the contractor, submittal and RFI reviews, quantity and pay application review, and meeting coordination. Michael Baker is overseeing the replacement of bridges CD-513.86 and CD-514.08. The team replaced the structures with new 3-span, 4-track wide-ballasted deck plate girder bridges supported by new steel bents founded on drilled shafts with rock sockets utilizing phased construction with temporary shoring and earth retention. Additional work included maintenance of traffic, installation of ground anchors, and cast-in-place concrete bridge seats and back walls on the existing abutments. He also oversaw the replacement of lighting beneath the bridges, and the removal and restoration of the roadway and sidewalks.

NS Bridge 362.60-A, Decatur, Alabama. *Norfolk Southern Corporation.* Project Manager. Responsible for managing construction services in the form of acting as the client representative when coordinating with the contractor, submittal and RFI reviews, quantity and pay application review, and meeting coordination. Michael Baker provided remedial design of a Norfolk Southern Bridge 362.60-A, including inspection of Span 1-5 truss members. The team produced an inspection report and provided construction management services for repair of the bridge spans.

Non-Michael Baker Project Experience

I-294 Central Tri-State Reconstruction. *Illinois Tollway.* Served as Railroad Manager and Assistant Construction Corridor Manager for the $4B reconstruction of the Illinois Tollway's Central Tri-State Corridor. As Railroad Manager, provided review of agreements and coordinated construction activities between the Illinois Tollway and BNSF, CN, CP, Metra, and UP along the Central Tri-State Corridor. As Assistant Construction Corridor Manager, provided complete engineering management for projects in the southern corridor (Interim Bridge Repair, Crossroad Bridge Repair, Clean & Televise Existing Sewer, Building Demolitions, Tree Clearing, Advanced ITS Fiber Relocation and construction of a new BNSF Bridge) from the pre-construction phase through completion. Duties also included tracking change orders, time extension requests, construction management contracts and coordinating lane closures for all projects along the corridor.

Jane Byrne Interchange Reconstruction Project. *Illinois Department of Transportation, District One.* Served as Inspector for the $700M reconstruction of the Jane Byrne Interchange reconstruction spanning multiple contracts. The work includes the construction of new ramps and retaining walls, roadway and pavement approach reconstruction, special waste excavation, earth excavation and embankment, light weight cellular concrete fill, new storm and combined sewers, expressway lighting, Intelligent Transportation System (ITS) surveillance and camera installation, pavement markings, overhead sign structures and interstate signing, locating and bulkheading existing water tunnels, traffic control and protection, and air quality monitoring. Responsibilities included drilled shafts, MSE retaining walls, drainage, pavement, and erosion control inspection. Also responsible for implementing the use of PlanGrid and iPads for field activities among all field personnel.

I-55/Lake Shore Drive Flyover, Cook County, Illinois. *Illinois Department of Transportation, District One.* Served as Construction Engineer for the $60M improvement of the I-55 Inbound Bridges from I-94 to US 41. Work included the removal, replacement, widening and reconstruction of the existing three inbound bridge structures located within the I-55 and US 41 Interchange in the City of Chicago. This project spanned over the Metra and CN Railroad corridor. The $60 million project consists of complete removal and reconstruction/reconfiguration of three expressway bridges. Ancillary work includes MSE retaining walls, lightweight cellular concrete fill, storm sewer, water main, lighting, surveillance and camera installation, and overhead truss signing. The bridge construction includes drilled shafts and curved steel I-beams 72 inches deep.

NSMJAWA Water Main Relocation Projects, Schaumburg, Illinois. *Illinois Tollway.* Served as Construction Engineer and Documentation Engineer for the $80M relocation of the NSMJAWA Water Main. Also, provided assistance to the Corridor Construction Manager office with regards to Intergovernmental Agreements regarding the NSMJAWA Water Main. Work consisted of relocation of seven miles of NSMJAWA Water Main ranging in size from 30" to 90" precast concrete cylinder pipe, two hot taps, multiple bypasses, pile caps, steel casing, contaminated soil removal, and coordination with multiple consultants, municipalities and agencies. (October 2014 through June 2017)

I-90 Reconstruction Roselle Rd. to IL 53, Cook County, Illinois. *Illinois Tollway.* Construction Engineer for the $100M reconstruction of I-90 between Roselle Rd and IL 53. Work consisted of reconstruction of the mainline roadway, the addition of a fourth lane, lighting, ITS and drainage structures. $100 million dollar project involving reconstruction of 2.5 miles of roadway pavement between Roselle Road and IL Route 53/I-290. Key aspects of the project include construction of an additional pavement lane throughout the project limits, new westbound entrance and exit ramps at Meacham Road, 10 performance-based retaining walls, Intelligent Transportation Systems (ITS) infrastructure, three ramp tolling facilities, traffic signals at Meacham Road, drainage improvements and installation of LED lighting.

Various Canadian National Projects. *Canadian National.* Previously served as a Field Engineer for various projects, including:

- **Blair Yard.** Served as Field Engineer from design for the $30M new rail yard to support growing frac sand operations. Was responsible for site surveying, permitting, managing geotechnical investigation, coordinating with Xcel Energy to relocate distribution and transmission lines, request for new meter service, on site safety and project management for the construction of the yard.
- **Waterbury Siding.** Served as Field Engineer for the $5M construction of an 8,000+ ft siding on the White Hall Subdivision. Was responsible for on-site safety and the project management of siding.
- **White Hall Rail Relay.** Served as Field Engineer for the $5M, 40-mile track renewal. Provided project management for the installation of 19 turnouts, the upgrade of 425,000+ LF of 90# rail to 136# rail, 44 public grade crossings and 47 private grade crossings.
- **Stevens Point Yard Bypass.** Served as Field Engineer for the $5M construction of two bypass tracks through Stevens Point Yard. Ensured on site safety, provided surveying assistance and project management.
- **Fond du Lac Yard Bypass.** Served as Field Engineer for the $5M construction of two bypass tracks through Fond du Lac Yard, extension of culverts and the renewal of a bridge to E-80 loading. Ensured on site safety and provided surveying assistance and project management.
- **Kirk Yard.** Project Engineer for $143M railyard reconstruction which included a revenue scale retirement and renewal, reconfiguration of remote control zone, environmental mitigation, site clearing, waterline installation, fence installations, concrete foundations, electrical services, IT fiber installation, camera installations, and Stockton Yard renewal. Provided project management and surveying assistance for multiple ongoing speed and capacity yard improvements and utility relocation and casing projects. Managed purchase orders for equipment, materials, and services. Had frequent communication with utilities (NIPSCO, AT&T, Praxair, Indiana American Water) and US Steel.

David P. Barnas, PE

Resident Engineer

Mr. Barnas, an industry professional with 35 years of experience in municipal project planning, design, permitting, construction administration, and resident engineering for water, wastewater and roadway projects in Illinois, Wisconsin, Indiana and Michigan. He has a strong background working with clients, regulators, sub-consultants and contractors to develop and implement infrastructure projects. In-depth knowledge in the region, Mr. Barnas has worked with the DuPage Water Commission, the Milwaukee Metropolitan Sewer District, and assisted in taxiway relocation, trunk sewer and basin excavation projects at O'Hare Airport, and provided engineering services on projects for the Illinois Tollway ITS and Toll Plaza.

Water & Wastewater Design and Construction

Having managed numerous projects in water and wastewater; through start-up, operations, and maintenance with operations staff, Mr. Barnas has a vast experience as design engineer and project manager for municipal water & wastewater projects, including water mains, yard piping improvements, pump stations and improvements, water storage, chemical handling, scrubbers, chlorine injection and neutralization, plate settlers, intakes, fall protection system, large diameter sewer rehabilitation, trenchless technologies, lining of sewers and water mains.

Mr. Barnas has recently overseen water main replacement projects in Roselle and Tower Lakes; water main lining projects for Mount Prospect, Crest Hill, and the Morton Grove – Niles Water Commission; water pump station rehabilitation for Itasca and Highland Park; and two water pump stations and standpipe construction for the Morton Grove – Niles Water Commission He is currently overseeing roadway and infrastructure improvement as well as sanitary sewer and manhole rehabilitation projects for Itasca.

AECOM Technologies

Project Engineer/Project Manager for 8 miles of 48-inch to 72-inch sanitary sewer including wetland delineations, easement acquisitions, operations requirements and flow evaluation; chlorination contract to flush and disinfect 64 miles of transmission main. Permitting, coordination, seven water supply delivery points and environmental regulations compliance.

Design of 6,500 feet of 12-inch and 16-inch water main and pump station; roof top fall protection system; hazard identifications at remote water facilities and recommendations. Storm water pollution protection plan; water source route study; cost estimates; bid reports; cost analysis; drafting of specifications and special provisions; construction administration for water, sewer and water treatment facilities.

ABH Donohue

Design engineer for 70,000 feet of water main ranging from 8-inch to 60-inch diameter, including permitting, wetland restoration and use of horizontal directional drilling; rehabilitation and replacement of 24-inch to 72-inch sewers including a siphon; plate settlers; and chlorine and fluoride feed systems at the Jardine Water Treatment Plant rehabilitation.

Field Engineer for 132,000 feet of 8-inch through 60-inch water main, including pavement restoration; 63-meter stations, two pressure adjusting stations; 340 MGD pump station construction; pump station improvements; water treatment plant and intake improvements; protective coating inspection for 12 steel potable water structures.

Education

Bachelor of Science, Civil & Environmental Engineering
University of Wisconsin, Madison

Professional Registration

Registered Professional Engineer, Illinois

Professional Certifications

IDOT S-33 Soils Field Testing and Inspection

IL Tollway Materials Management

Employment History

Robinson Engineering, Ltd.
2017-Present

Graef
2014-2016

Practical Environmental Consultants
2012

AECOM Technologies
2005-2012

ABH Donohue
1987-2005



DWAYNE JACKSON, C.D.

Construction Inspector
Stanley Consultants, Inc.
34 Years of Experience

Construction Observer responsible for the on-site inspection and recordkeeping of daily construction activities, verification of construction layout, measurement and documentation of daily quantities, and quality assurance of work performed by the contractor.

PROJECT EXPERIENCE

MGNWC Construction Engineering, Morton Grove-Niles Water Commission, Morton Grove, IL
Construction Inspector. The selected alignment and combination of construction techniques, including trenchless river crossings, was selected to minimize impacts to environmentally sensitive areas and provide the best value. Our team identified risks and options for mitigating the risk, simplify construction and provide the best value.

Addison Water Main and Sanitary Sewer Design and Inspection, Village of Addison, Addison, IL
Construction Inspector for 1.8 miles of sanitary sewer and 1.3 miles of water main. Design provided capacity and elevations to accommodate future expansion of the Woodcrest Subdivision. To eliminate need for a lift station, the sewers were constructed to depths over 25 feet. Construction inspection included coordination with residents, as well as extensive surface restoration in the project area.

Arbury Water Main Construction Services, American Water Company, Illinois, Mokena, IL
Construction Inspector services for water distribution improvements in an older residential subdivision in Will County, Illinois. The project included the installation of new mains and services in the northern portion of the subdivision including approximately 1,430 feet of 12-inch, 5,300 feet of 8-inch, and 175 feet of 6-inch water main and 128 1-inch service connections. The mains were relocated to street rights-of-way from previously locations in rear yards. Each new service connection was reconnected from the main to existing services behind each home. The new mains (plastic wrapped ductile iron) were installed using directional drilling. The new service lines to each home were also directionally drilled into place. American Water Company's standards and specifications were utilized. Construction phase services included shop drawing review and full-time construction observation. Field record data was provided to Client in ArcGIS format.

159th Street Widening and Reconstruction, Illinois Department of Transportation, District 1, IL
Construction Inspector for this roadway reconstruction and widening project on IL Route 7 and related cross roads. The improvement includes the installation of proposed storm sewer, pipe culverts, precast box culverts, three (3) retaining walls, two (2) pile-supported embankments, traffic signals, and collateral work necessary to complete the project as shown in the plans. The engineer's estimate for this project is $66 Million.

I-94 from IL 173 to Wisconsin State Line, Illinois Department of Transportation, District 1, IL
Construction Inspector responsible for the on-site inspection and record keeping of daily construction activities, verification of construction layout, measurement and documentation of

Specialized Training and Certifications

Certified Drafter, #48050452

OSHA 10-Hour Training Course

Professional Societies

American Design Drafting Association

daily quantities, and quality assurance of work performed by the contractor. This reconstruction and widening included the removal of existing pavement, shoulders, substructures and superstructures; the construction of a new structure carrying IL 173 over I-94 and associated ramp reconstruction, earthwork, MSE wall construction, HMA shoulders and the adding of a fourth PCC pavement lane in each direction on I-94. Work also included the installation of new roadway and underpass lighting and traffic signals at IL 173.

Russell Road at I-94, Illinois Department of Transportation, District 1, IL

Construction Inspector responsible for the on-site inspection and recordkeeping of daily construction activities, verification of construction layout, measurement and documentation of daily quantities, and quality assurance of work performed by the contractor. This reconstruction includes the removal of existing pavement, shoulders, substructures and superstructures; erecting of new substructure and superstructure elements over I-94 for the two structures spanning I-94 including erection of IDOT supplied fabricated beams; placing PCC pavement and HMA shoulders on Russell Road and ramps; storm sewer removal/installation to facilitate drainage requirements; retaining wall construction; construction and subsequent removal of temporary pavement to maintain traffic during staged construction; earthwork, installation of roadway lighting along Russell Road and all incidental and collateral work necessary to complete the project.

I-80 Widening, Illinois Department of Transportation, District 1, IL

Construction Inspector responsible for daily records of construction activities relating to all aspects of roadway and bridge construction measurement and documentation of daily quantities, verification of construction layout. Inspected electrical installations which consisted of over 6 miles of 96 fiber distribution and trunk lines and 3 OMS boards which also included mainline and lateral fiber optic splices and testing of the entire system. Assisted with final quantities and punch list items.

Construction Engineering Services for I-55, Illinois Department of Transportation, District 1, IL

Construction Inspector responsible for the on-site inspection and recordkeeping of daily construction activities, verification of construction layout, measurement and documentation of daily quantities, and quality assurance of work performed by the contractor. This project included three major construction projects along I-55 south of I-80. One of the contracts was the rehabilitation of the two structures carrying I-55 over the Kankakee River and the construction of two permanent crossovers. The bridge work included bridge deck repair, a latex concrete overlay on the northbound structure and a thin polymer overlay on the southbound structure along with joint replacement, beam repair and substructure repairs. The other two contracts consisted of pavement patching, milling of existing HMA surface, then placement of asphalt binder and surface courses.

I-294 Widening & Reconstruction, Illinois State Toll Highway Authority, IL

Construction Inspector for three construction contracts that included roadway widening, bridge widening, interchange improvements, and ramp modifications on the Tri-State Tollway from Mile Post 40.2 to Mile Post 42.8 in Cook County, Illinois. Work included the reconstruction of the existing three lanes and the addition of one mainline lane in each direction; the Open Road Toll Plaza conversion of one mainline toll plaza at Plaza 29 (Touhy Avenue); the widening and rehabilitation or reconstruction of the bridge structures over Higgins Road (IL 72), Devon Avenue, Des Plaines River Road, and Touhy Avenue; and the rehabilitation or reconstruction of up to 13 ramp bridges and bridges over the mainline roadway.

APEX Various CS, APEX Consulting Engineers, LLC, IL

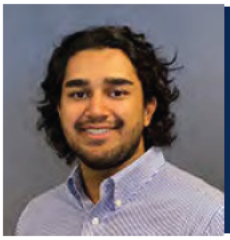
Construction Inspector supplementing the Illinois Department of Transportation construction staff by providing construction inspection services as needed on various projects located throughout District One. Responsibilities included the on-site inspection and record keeping of daily construction activities, verification of construction layout, measurement and documentation of daily quantities, and quality assurance of work performed by the contractor.

Chicago DOT Hyde Park 53rd & 55th Viaducts, Confidential Client, Chicago, IL

Construction Inspector responsible for assisting in survey area using surveyor's equipment. This project was a continuation from the partial design for streetscaping and viaduct renovations of Lake Park Boulevard for 53rd and 55th streets viaducts and Metra Embankment in between. Design elements for the viaducts included internal metal architectural structure with lighting, wall and column improvements, viaduct façade aesthetic improvements, viaduct architectural flanking wall, and street resurfacing and sidewalk repairs. For the Metra embankment, design elements included embankment landscaping and retaining wall improvements or additions.

Chicago DOT Ontario Street Project, Confidential Client, Chicago, IL

Construction Inspector for street widening from three to four lanes in the heart of Chicago's Business District, along the Magnificent Mile. Performed all topographical survey work for the project length and an additional 1,000 feet through North Fairbanks Court.



KUSAI CONTRACTOR, EIT

Construction Inspector
Stanley Consultants, Inc.
2 Years of Experience

Education

Bachelor of Science, University of Iowa, Civil Engineering

Professional Registration

Engineer-in-Training: IL, #061-042698

Kusai is a promising young engineer who excels in both construction management and engineering design. He has served as a Construction Inspector on multiple projects, maintained project documentation and conducted construction inspections to ensure construction quality. Kusai has been tasked with inspecting contractors work for compliance with the approved plans and specifications and documentation per department standards. His project experience includes inspection on roadway, drainage, and lighting projects.

PROJECT EXPERIENCE

I-294 Plaza 41 for the Illinois State Toll Highway Authority (ISTHA)

Construction Inspector for the SB I-294 Plaza 41 project (I-22-4860). A $9 million improvement consisting of the reconstruction of the SB I-294 mainline Open Road Tolling (ORT) and elimination of the existing toll booths. This project included drainage improvements, new pavement, non-special waste handling and grading, pavement restoration and sidewalk, improved drainage, new lighting and all items required to complete the work required to improve the plaza.

Construction Inspector for the I-294 DMS & Plaza 41 project (RR-23-9288). A $5 million improvement consisting of the placement of two Dynamic Message Signs (DMs), the installation of Shore Power Stations and EV Charging stations at NB Plaza 41, and the placement of a Solar Panel Array at SB Plaza 41. This was the first time the Tollway installed a large solar panel array, so detailed inspection was required. The DMS appliances, solar panels, shore power and EV charging units and other specialized equipment required detailed supervision to make sure the work was completed to the satisfaction of the Tollway.

Chicago Residential Street Lighting Program, City of Chicago, Department of Transportation

Construction Inspector for the City of Chicago Residential Street Lighting Program. This program constructs ~$2,000,000 of new lighting a month and replaces old residential street lighting with efficient LED lighting and connects streets to the CDOT Smart Lighting system.

Kenosha Road at 21st Street, Phase 2 Traffic Study; Lake County Division of Transportation; Antioch, IL

Stanley Consultants is providing engineering planning and design services with three separate PS&E's for a resurfacing project, culvert rehabilitation or replacement project, and an intersection improvement project.

US 20 at Big Timber Road Phase I; Illinois Department of Transportation, District 1, IL

Scheduled for design approval in 2019, Stanley Consultants prepared the Phase I Study that involved the intersection of US Route 20 and Big Timber Road in unincorporated Kane County near the Village of Hampshire. The project was led by the Illinois Department of Transportation (IDOT). The purpose of the study was to evaluate intersection improvements to enhance safety and improve geometric and hydraulic deficiencies. The typical section included 2-lane pavement with open ditch sections. The horizontal geometry and high speeds required improvements to mitigate accidents at this intersection that were caused by the high number of trucks and limited sight distance. The project included all necessary documentation needed to meet the National

Environmental Policy Act, including an alternatives analysis to determine the preferred alignment and intersection configuration. Hydraulic studies evaluated the impacts to culverts and ditches. Coordination with multiple agencies was required, with a public meeting to present the improvements.

Farnsworth Avenue Traffic Signals; City of Aurora IL

Stanley Consultants is providing planning services for the Farnsworth Avenue Traffic Signals project. The project includes resurfacing, traffic signal modernization with flashing yellow arrow operations, intersection improvements, crash analysis, transit bus pads, conversion of a sidewalk to shared-use path, environmental studies and coordination with the relocation of the Hollywood Casino just north of the project limits. Traffic analysis includes existing conditions with added traffic generated from the new casino. The public involvement involves participation with in-person meetings to present the preferred alternative and is anticipated to capture the public's attention due to the proximity of the highly visible casino.

Indian Trail; Edgelawn Drive to Highland Avenue, Traffic Study and Resurfacing; City of Aurora IL

The Phase I Study involves resurfacing Indian Trail from Edgelawn Drive to Highland Avenue, ADA ramp replacement, intersection radii improvements and traffic signal modernization. The five signalized intersections within the project limits will be evaluated for safety improvements, including modernizing the equipment. The project is led by the City of Aurora with Stanley Consultants, Inc. as the prime firm leading the study. The project is anticipated to use federal funds for construction and will be processed through IDOT's Bureau of Local Roads & Streets. Preliminary and design engineering will use Rebuild Illinois Bond Funds (no federal funds). Stanley Consultants lead this Phase I Study that involved resurfacing Indian Trail from Edgelawn Drive to Highland Avenue, ADA ramp replacement, intersection radii improvements and traffic signal modernization. The five signalized intersections within the project limits were evaluated for safety improvements, including modernizing the equipment. The project used federal funds for the construction and will be processed through IDOT's Bureau of Local Roads & Streets. Preliminary and design engineering used Rebuild Illinois Bond Funds (no federal funds).



www.stanleyconsultants.com

Construction Engineering Services for the Waterlink Pipeline Project

FW-1-25 Section 3 & 4

Stanley Team	2026 4 weeks April	2026 5 weeks May	2026 4 weeks June	2026 4 weeks July	2026 5 weeks August	2026 4 weeks September	2026 4 weeks October	2026 5 weeks November	2026 4 weeks December	2027 4 weeks January	2027 5 weeks February	2027 4 weeks March	2027 4 weeks April	2027 5 weeks May	2027 4 weeks June	2027 4 weeks July	2027 5 weeks August	2027 4 weeks September	2027 4 weeks October	Total Hrs	Hourly Rates	DL (Hrs*Rate)
Jesse Singer 2026	160	250	200	200	250	200	200	225	148	152	192	160								2337	$250.00	$584,250.00
Jesse Singer 2027													160	250	200	200	250	200	160	1420	$262.00	$372,040.00
Jeff Luif 2026	160	250	200	200	250	200	200	225	148	152	192	160								2337	$197.00	$460,389.00
Jeff Luif 2027													160	250	200	200	250	200	160	1420	$206.00	$292,520.00
Jared Hamilton 2026	16	20	16	16	20	16	16	20	16	12	20	16								204	$300.00	$61,200.00
Jared Hamilton 2027													16	20	16	16	20	16	10	114	$315.00	$35,910.00
Dwayne Jackson 2026	160	225	180	180	225	180	180	225	148	152	192	160								2207	$139.00	$306,773.00
Dwayne Jackson 2027													160	225	180	180	225	180	180	1330	$146.00	$194,180.00
Inspector (Sect 4) 2026	160	225	180	180	225	180	180	225	148											1703	$159.00	$270,777.00
Inspector (Sect 4) 2027												160	160	225	180	180	225	180	180	1490	$167.00	$248,830.00
Michael Colby 2026	6	6	6	6	6	6	6	6	6	6	6	6								72	$238.00	$17,136.00
Michael Colby 2027													6	6	6	6	6	6	6	42	$251.00	$10,542.00
Project Controls/Scheduling 2026	14	8	4	4	4	4	4	4	4	4	4	4								62	$245.00	$15,190.00
Project Controls/Scheduling 2027													4	4	4	4	4	4	4	28	$258.00	$7,224.00
QA/QC & Training 2026	12	8		6		6		6				6								44	$225.00	$9,900.00
QA/QC & Training 2027														6		6			6	18	$238.00	$4,284.00
Premium Time 2026		25	20	20	25	20	20	25												155	$24.00	$3,720.00
Premium Time 2027														25	20	20	25	20	20	130	$26.00	$3,380.00
Vehicle Days	86	105	86	86	105	86	86	105	80	60	75	80	86	105	86	86	105	86	86	1680	$65.00	$109,200.00

$2,891,145.00	**SCI DL**
$116,300.00	**SCI DC**
Total Fee	**$3,007,445.00**

Resolution #: R-57-25

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/12/2025

Description: **WaterLink (Phase III) Contract – Program Management (Year 1 Only) and TW-6/25 Section 2 Bid Package Construction Engineering**

Agenda Section: Engineering & Construction

Originating Department: Engineering

Burns & McDonnell (BMcD) was previously approved to serve as the Program Management team on the WaterLink Pipeline Project (R-11-25) in January of this year. However, due to the fact that design had yet to be completed on the project and the scope of services had yet to be formalized, the previous approval was solely for the "initiation" phase of the Program Management effort. Those activities have taken place over the course of the last six months and have allowed for the Program Management effort requirements to be established and a specific scope to be formalized.

Resolution R-57-25 will encompass *the first year* of WaterLink construction – through April 30, 2026. The information obtained over that duration will help to define a scope of work for the subsequent effort, which will encompass *the second year* of WaterLink construction. As lessons are learned and as workflows are modified for efficiency, both the Commission and BMcD teams find value in building this approval process in an iterative way that allows for modification where beneficial, rather than locking into a two-to-three-year scope of work that may not be applicable through the full duration. This is especially true given the number of construction packages and changing degree of overlap that they will have relative to each other.

In addition to the Program Management effort, Resolution R-57-25 also includes the recommended approval of a contract with the BMcD team to perform construction engineering services on the TW-6/25 Section 3 (the western half of the ComEd corridor) construction package. Due to the complicated nature of this construction package, the Commission recommends awarding a contract to the BMcD team as they have a significant level of experience with larger diameter pipeline installation as well as the substantial tunneling effort that will be required under the Fox River. This recommendation was based on staff review of proposals through the same QBS process as referred to in Resolutions R-54-25, R-55-25 and R-56-25. As a result, Task Order No. 7 with BMcD will encompass the construction

engineering effort for the construction package indicated, in addition to Program Management efforts through April 30, 2026.

The associated fees for these efforts are as indicated below:

Effort	**Not-to-Exceed Cost**
Program Management (Year 1)	$3,507,466
Construction Engineering	$6,484,328

It should be noted that these contracts are structured such that payment is only due for those services rendered through the duration of the contract, as opposed to a lump sum or percentage-based contract. The costs are "not-to-exceed" and especially with regard to the Construction Engineering contract, can be considered conservative as the duration contemplated is likely in excess of the actual duration of the work the contractor will be performing in the field. The total contract award to Burns & McDonnell under Resolution R-57-25 is $9,991,794.00.

Recommended Motion:

To adopt Resolution No. R-57-25.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-57-25

A RESOLUTION TO AUTHORIZE SCOPE OF SERVICES FOR TASK ORDER NO. 7 UNDER A MASTER SERVICES AGREEMENT WITH BURNS & MCDONNELL ENGINEERING CO., 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 Commission entered into a contract with Stanley Consultants, Inc. (the "Consultant"), dated October 21, 2022, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other 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 developed the Scope of Services attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A, which is approved and will be formalized into Task Order #7 under the existing MSA.

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 Scope of Services attached hereto as Exhibit A shall be and hereby is approved and will be formalized as Task Order 7 under the existing MSA, and if already issued, ratified because the

Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and 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-57-25.docx

EXHIBIT A

Task Order No. 07

This Task Order No. 07 is being entered into between DuPage Water Commission (referred to herein as the "Owner" or the "Commission") and Burns & McDonnell Engineering Co., Inc. (the "Consultant") as of June 19, 2025 (the "Effective Date") and hereby agree as follows:

WHEREAS, Owner and the Village of Montgomery ("Montgomery"), the Village of Oswego ("Oswego") and the United City of Yorkville ("Yorkville") (Oswego, Montgomery and Yorkville - collectively referred to herein as the "Waterlink Communities") have entered into an Escrow Intergovernmental Agreement dated October 17, 2024 (the "Escrow Agreement") to fund, *inter alia,* Phase III costs including the construction engineering of a water transmission main connecting the Commission's waterworks system (the "Commission System") to the Waterlink Communities' waterworks systems (the "Project"); and

WHEREAS, Owner and Consultant have previously entered into a Master Contract for Professional Engineering Services dated October 21, 2022 (the "Master Contract"); and

WHEREAS, Section 1.1 of the Master Contract contemplates Owner and Consultant entering into Task Orders to perform specific tasks; and

WHEREAS, Owner and Consultant wish to enter into this Task Order No. 07 for Consultant to provide services for the Project as more fully set forth below (the "Project Services").

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, Owner and Consultant hereby agree as follows:

1. The above recitals are hereby incorporated as if fully set forth herein.

2. Capitalized terms used, but not otherwise defined herein, shall have their respective meanings as set forth in the Master Contract.

3. To the extent any of the provisions of this Task Order conflict with the Master Contract or the attached Exhibit A, Task Order No. 07 Description, this Task Order will apply.

4. Owner's right to terminate or suspend the Project Services under Section 1.9 of the Master Contract is reconfirmed herein and shall be effective within forty-eight (48) hours unless the Owner's notice of termination sets forth a longer time period. Consultant acknowledges that Owner may suspend or terminate the Project Services at its sole discretion for any reason, including but not limited to the escrow required under the Escrow Agreement not being fully funded by the Waterlink Communities or any of the Waterlink Communities not receiving its required allocation from the Illinois Department of Natural Resources.

5. Notwithstanding anything else set forth in this Task Order, Consultant shall only take direction regarding or relating to Project Services from Owner. The Waterlink Communities, their

officers or employees will have no authority to approve change orders or provide any other direction to Consultant.

6. Consultant shall submit monthly pay requests on or before the fifteenth (15th) day of the month for Project Services completed in the prior calendar month. Each pay request shall contain releases and waivers of lien for all subcontractors for the prior calendar month.

7. All Project Services, including those supplied by Consultant's subcontractors, must comply with the Water Infrastructure and Finance Innovation Act ("WIFIA"). Owner shall notify Consultant in writing if additional federal or state funding is to be used on the Project. Consultant shall be entitled to equitable adjustment in compensation, subject to the approval of Owner, if additional federal or state funding requirements place additional obligations on Consultant.

8. Except as expressly amended by this Task Order, the remaining terms, covenants, conditions, and provisions of the Master Contract shall remain unchanged and in full force and effect, and the Task Order, as amended herein, shall constitute the full, true, and complete agreement between the parties.

9. This Task Order shall be binding upon and inure to the benefit of the parties, and their successors and assigns.

10. If any provision of this Task Order is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Task Order shall be construed and enforceable as if the illegal, invalid or unenforceable provision had never comprised a part of it, and the remaining provisions of this Task Order shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Task Order, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

11. This Task Order may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart signature page by facsimile or electronic transmittal (PDF) is as effective as executing and delivering this Task Order in the presence of the other parties to this Task Order.

IN WITNESS WHEREOF, Owner and Consultant have caused this Task Order No. 07 to be executed in two (2) original counterparts as of the day and year first written above.

Attest/Witness:	**DUPAGE WATER COMMISSION**
By:_____ Clerk	By:_____ James F. Zay, Chairman
Attest/Witness:	**BURNS & McDONNELL ENGINEERING CO., INC.**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

EXHIBIT A
TASK ORDER NO. 07 DESCRIPTION

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

1. **Project:** WaterLink Pipeline Construction Project - Program Management (through April 30, 2026) and Phase III Construction Engineering Services for TW-6/25 Section 3.

   This task order authorizes Consultant (Burns & McDonnell) to provide staff resources associated with the requested Program Management Services as well as Construction Engineering Services for TW-6/25 Section 3.

2. **Services of Consultant:** As Described in Attachment(s).
3. **Approvals and Authorizations:** Not applicable.
4. **Commencement Date:** Effective Date of This Task Order
5. **Completion Dates:** As Described in Attachment(s).
6. **Submittal Schedule:** Not applicable.
7. **Key Project Personnel:**

   Joe Darlington – Program Manager

   Trevor McIntyre – Construction Manager

   Colin Campbell – Resident Engineer

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Billing Rate Sheet Costs 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 plus applicable markup of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Not-To-Exceed Contract Price shall be $9,991,794.00, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Master Contract. Such total is delineated as follows:

- Task Series 1000 - WaterLink Program Management: $1,806,006.00
- Task Series 2000 – Construction Administration and Material Testing: $1,701,460
- Task Series 4000 - Construction Engineering for TW-6/25 Section 3: $6,484,328.00, with $5,162,728.00 for Basic Services and $1,321,600.00 for Additional Services

9. **Payments:**

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

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items. This list is not intended to be exhaustive. Other Project-related costs incurred by Consultant, are nonetheless considered to be reimbursable expenses. Costs incurred by Consultant shall also be read to mean costs incurred by Consultant’s subsidiaries, employees, contractors, and consultants.

10. **Modifications to Contract:** Not applicable.

11. **Attachments:**

    Attachment A: Scope of Services and Fee Schedule

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

The Effective Date of this Task Order is June 19, 2025.

DuPAGE WATER COMMISSION

By: _____

Paul D. May, P.E.

General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Jeff Loster
Title: Engineering Manager
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address: loster@dpwc.org
Phone: 630-834-0100

BURNS & MCDONNELL ENGINEERING CO., INC.

By: _____

Michael J. Folta, P.E.

Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Joseph M. Darlington, P.E.
Title: Program Manager
Address: 1431 Opus Place, Suite 400, Downers Grove, IL 60515
E-mail Address: jdarlington@burnsmcd.com
Phone: (630) 724-3809

REQUEST FOR QUALIFICATIONS

CONSTRUCTION ENGINEERING SERVICES FOR THE WATERLINK PROJECT

SUBMITTED TO:

DuPage Water Commission
600 East Butterfield Road
Elmhurst, IL 60126

SUBMITTED BY:

Burns & McDonnell Engineering Company, Inc.
1431 Opus Place, Suite 400
Downers Grove, IL 60515

October 25, 2024

Jeff Loster, PE, Engineering Manager
DuPage Water Commission
600 East Butterfield Road, Elmhurst, IL 60126

RE: RFQ – Construction Engineering Services for the Waterlink Project

Dear Mr. Loster:

The DuPage Water Commission (DPWC) has embraced the challenge of providing high-quality, sustainable drinking water service to the WaterLink communities of Montgomery, Oswego and Yorkville. To successfully deliver your program, you need a trusted partner with the construction management and construction engineering experience and capacity to manage the demands of this significant undertaking. Burns & McDonnell has assembled a team with local resources backed by national experience delivering large water programs and can offer you the following benefits:

PROGRAM AND CONSTRUCTION MANAGEMENT EXCELLENCE. Our proven track record in managing large, high-value linear infrastructure projects gives DPWC confidence that your projects will be completed on time and within budget. For 126 years, Burns & McDonnell has helped municipalities and utilities navigate the changing landscape of capital program delivery. We are project delivery specialists in various industries across the nation—In addition to managing over $7 billion in design and construction annually, we manage over $70 billion in capital programs for our clients, including $8 billion in the water/wastewater market. We rank as one of the top program management companies in the country (#14, according to ENR) and are a national leader in construction management. **Burns & McDonnell has demonstrated program and construction management excellence locally, having been the construction manager of choice for the Illinois Tollway for almost two decades and delivered more than 200 water/wastewater construction projects in the last 10 years.** By leveraging our extensive program delivery experience, innovative project controls and document and change management practices, we provide a streamlined approach that minimizes risks and enhances transparency. Our use of cutting-edge technologies empowers us to monitor changes effectively and optimize performance, ultimately driving the success of your project. With our national and local resources, you can trust us to deliver results tailored to your needs.

PROVEN LOCAL CONSTRUCTION MANAGEMENT TEAM. Our core team has a long history of working together while delivering successful projects for Northeast Illinois clients. We have provided similar services for a variety of projects and multi-year programs, including the City of Joliet's $600 million Water Main Replacement program, the City of Chicago's $330 million Grid Main Replacement program and $175M Ancillary Sewer program, the Northwest Suburban Joint Action Water Agency's $110 million transmission main relocation, the City of Elgin's $30 million Combined Sewer Separation program and the Village of Frankfort's $60 million Wastewater Consolidation program. Many of the members of our team have spent more than a decade working together on these programs as well as other projects, and this experience has developed into a highly successful and close-knit team. **Local to DPWC, our construction professionals can navigate the complexities of construction efficiently, supporting timely and on-budget delivery. Our team is ready to solve any of your project challenges.**







ONE TEAM WITH THE CAPACITY FOR ALL YOUR PROJECT NEEDS. Our proposed team allows for quick and efficient mobilization on large-scale projects, with the ability to flex and scale to support DPWC across the full portfolio of your program. Because the specific staffing resource needs for each contract and across the program will be determined through subsequent solicitations, we have presented a core Burns & McDonnell team while leveraging strong and established collaborative partnerships with our pool of subconsultants that **enable us to allocate the right resources tailored to your specific needs, regardless of project size or complexity**. Our experience partnering with our pool of subconsultants on other large construction programs throughout Northeast Illinois and with Mott MacDonald on significant water supply projects for the DPWC and Grand Prairie Water Commission demonstrates our capability to provide effective solutions. **We have the flexibility to scale our workforce according to your project requirements, whether that means covering one or multiple contracts, increasing staff during peak construction phases or deploying specialized teams for specific tasks**.

Meeting schedules and staying within budget while providing the high level of service that DPWC desires are critical to the success of your program. Our team of construction management and construction engineering professionals brings the experience and the capacity to flex resources and scale to your program to do just that. We are excited to support DPWC and serve as your partner. If you have any questions about our enclosed qualifications, please contact Joe.

Sincerely
Burns & McDonnell

Joe Darlington, PE | Program Manager
(630) 724-3809 | jdarlington@burnsmcd.com
1431 Opus Place, Suite 400, Downers Grove, IL 60515





FIRM INFORMATION

Burns & McDonnell was founded in 1898 with the mission of providing clean water and power to utilities and municipalities across the nation. We are 100% employee-owned, boasting a team of engineers, architects, scientists, technologists and construction professionals all dedicated to successful project delivery. Burns & McDonnell currently manages more than $70 billion in capital programs annually for power, water and gas utilities. Because we are an industry leader in capital project delivery, we will help your team understand how to optimize capital throughput and work with you to simultaneously drive capital program execution. Burns & McDonnell established an office in DuPage County in 1994 to provide water and transportation services to public clients throughout Northeast Illinois. Today, Burns & McDonnell is a leader in the water industry across the region. Over the past 10 years, Burns & McDonnell has completed 120 water projects in DuPage County.

AN INTEGRATED, EXPERIENCED TEAM TO MEET YOUR NEEDS |

Mobilizing the right resources to cover multiple construction contracts occurring simultaneously while maintaining continuity is very important to delivering a successful program. It is common for project workload to ebb and flow on major programs like this. The skillsets required for successful delivery can shift as the program matures. It is essential to have a nimble team that can adjust to the changing demands of your program by flexing resources up and down based on the needs of your program.

Burns & McDonnell has assembled a team with the capabilities and capacity to meet the varying needs of DPWC during the years to come. We strongly believe that project teams that are familiar with each other perform better, and we plan on providing that continuity to DPWC. The core Burns & McDonnell individuals have worked together for nearly 15 years. We also have a long history working with our proposed subconsultants to deliver similar programs for Northeast Illinois clients. **For the past five years, our team has successfully delivered the City of Chicago's Ancillary Sewer Program. We are currently working together to manage the City of Joliet's Water Main Replacement Program.**

Our Burns & McDonnell team has the capacity and experience to fulfill almost all responsibilities required for this project, with specialty roles filled by subconsultants for survey, material testing, trenchless and inspection support. Our team can flex to oversee one or multiple contracts as desired by DPWC. As work occurs on all the contracts simultaneously, we envision peak times of construction activity through a typical year that will require adding field inspectors to provide needed coverage. Our team can mobilize additional resources quickly to meet those needs. **An introduction to our proposed subconsultant firms is provided on the following pages.**

LOCAL OFFICES & CONTACT INFORMATION

We will support this project from our Downers Grove and Downtown Chicago office locations. Together, these locations house a robust team of 592 multi-discipline professionals, including engineers, project managers and environmental specialists, all equipped to deliver innovative solutions tailored to your needs. Notably, we have over 50 dedicated resources focused exclusively on water projects. This specialization allows us to bring a wealth of knowledge and expertise to the table, ensuring that we can tackle the complexities of your project with confidence. Our key personnel, who live and work in these communities, are deeply invested in the success of DPWC's initiatives.

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

Downtown Chicago Office:
200 W. Adams Street, Suite 2700
Chicago, IL 60606

Contact Information:
Joe Darlington
(630) 724-3809
jdarlington@burnsmcd.com



SUBCONSULTANTS (1/3)

APS CONSULTING, INC.

INSPECTION

APS Consulting, Inc. (APS), incorporated in 2006, is a Professional Engineering Firm providing high quality Civil and Transportation Engineering construction engineering services to both Public and Private sector clients in the State of Illinois. The firm's staff members have extensive individual experience providing Phase III Construction Engineering services. Current and previous clients include the Illinois Department of Transportation, Illinois Toll Highway Authority, Metra, Chicago Department of Transportation, Chicago Department of Aviation, Chicago Transit Authority and various municipalities.

CONSTRUCTION INSPECTION | Applying rigorous QA/QC, extensive experience and resourcefulness to every project we accept, APS' team members are dedicated to their clients' success. APS has rapidly established itself as an extremely reputable DBE/MBE firm due to their strong commitment to quality and customer focus.

ENVIRONMENTAL DESIGN INTERNATIONAL, INC.

INSPECTION

Founded in 1991, Environmental Design International inc. (EDI) is an MBE/WBE/DBE certified professional engineering firm. Throughout preliminary planning, design, permitting, construction management and reporting, our staff delivers **E**xcellence, **D**edication and **I**nnovation.

CIVIL & CONSTRUCTION ENGINEERING | EDI offers full services associated with engineering planning, preliminary and final design documents and construction inspection and observation. Design services include horizontal and vertical geometrics, grading, demolition and material re-use, stormwater drainage design, sanitary sewer systems, water main design, detention/retention systems, construction cost estimating, technical specifications, required state and local agency permitting.

DLZ NATIONAL, INC.

SURVEY

DLZ National, Inc. (DLZ) is a family- and minority-owned firm providing architectural, engineering and construction services.

SURVEY | DLZ provides precision surveying services for a variety of industries and clients. Their professional land surveyors are licensed in numerous states throughout the country. With more than 50 full-time field crews, the depth of their resources and diverse experience provides flexibility for clients. DLZ also provides Land and Right-of-Way Acquisition surveying services, including ALTA/ASCM land title, boundary, topographic and easement surveys.

DB STERLIN CONSULTANTS, INC.

INSPECTION

DB Sterlin Consultants, Inc. is an experienced multi-discipline engineering and consulting firm that delivers measurable and enduring results for its clients. Over more than two decades, the family-owned company has earned a reputation for adaptability, customer service and professional excellence.

CONSTRUCTION ENGINEERING SERVICES | DB Sterlin offers a broad range of construction engineering services for highways, mass transit, roadways, bridges, rail and utilities. Their construction engineering department has experienced project managers, resident engineers, inspectors and technicians capable of fulfilling any client's needs. Their engineers cover all phases of work from planning through construction administration. Their diverse client base for construction services includes state and local government agencies, counties, municipalities and commuter railroads.

SUBCONSULTANTS (2/3)

REACH GROW EXCEED ENGINEERING

INSPECTION

Established in 2005, Reach Grow Exceed Engineering (RGE) is a leading diversity-supplier that provides quality construction management and design services to our partners. By playing a key role in their partners' teams, RGE has managed the construction and design of infrastructure and utility projects. RGE has managed the construction of toll-road and bridge projects for Illinois' major transportation agencies. Other projects include toll plazas, commuter rail stations, utility coordination and maintenance of traffic coordination. RGE is also working on the Joliet Water Main Replacement Program.

CONSTRUCTION INSPECTION | RGE performs gravity and pressure pipeline and facility design services, as well as field coordination and inspection services for the underground utility industry both locally and nationally. RGE's construction inspection services include preparation of as-built/record drawings, storm sewer inspection, piling inspection, erosion and sediment control reports, traffic signals inspection, HMA and PCC paving inspection and noise and retaining wall inspection.

SQN ASSOCIATES, LLC

INSPECTION

SQN Associates, LLC (SQN) is a recognized leader in providing construction management, program and project management and project controls services. The team applies their knowledge and experience in engineering and construction to the everyday challenges that occur throughout the construction process.

CONSTRUCTION MANAGEMENT | By aligning the right knowledge and staff experience to project needs, SQN provides comprehensive construction management services with customized solutions for project delivery. SQN has experience with project management, resident/office engineering, field oversight/ inspection, project controls, quality management and document control.

RUBINO ENGINEERING, INC.

MATERIAL TESTING

While we understand that DPWC has standing contract with materials testing firms, if required, we are prepared to engage the services of Rubino Engineering to provide these services for the Waterlink Program. Established in 2009 by founder Michelle Lipinski, PE, Rubino Engineering, Inc. (Rubino) is an AASHTO-accredited and IDOT prequalified DBE and WBE engineering and testing consulting firm specializing in providing geotechnical engineering and construction materials testing throughout Northern Illinois. Rubino's staff includes licensed engineers, experienced project managers and certified field and laboratory technicians. Rubino has extensive experience performing Construction Material Testing services on local, county and IDOT roadway projects in accordance with IDOT specifications.

MATERIAL TESTING | Field QA testing services are performed by certified and trained Local 150 engineering technicians. Technicians are experienced in both quality control and quality assurance of construction materials and are ACI certified and IDOT PCC, HMA and S-33 Soil certified. Rubino has recently embraced technology to assist on construction materials testing projects, including the implementation of a reporting application for technicians to submit reports electronically, online scheduling and report submittals through Sharefile.

SUBCONSULTANTS (3/3)

MOTT MACDONALD GROUP

TRENCHLESS

Mott MacDonald is a full-service, global engineering firm with in-depth experience in design and construction management of tunneling, microtunneling and other trenchless technology projects. Mott MacDonald's tunnel practice is well recognized by project owners and their track record is demonstrated through successful delivery of projects not only in North America but also globally.

MURRIETA ROAD TRANSMISSION PIPELINE | The project involved the installation of approximately 6,800 linear feet of 36-inch diameter welded-steel transmission pipeline. The trenchless portion of the work consisted of an approximately 500-footlong, 54-inch diameter microtunnel crossing below Salt Creek. Mott MacDonald provided design, design services during construction and field management engineering for the trenchless portion of the project. The trenchless scope included instrumentation and monitoring, shaft construction, microtunneling, insertion of carrier pipe into casing and backfilling of the annular space between casing and carrier pipe. Mott MacDonald provided field management engineering services during microtunneling, contact grouting, carrier pipe insertion and annular space backfilling. The field engineer prepared detailed daily reports including a summary of work performed, daily activities break-down to 15-minute intervals, records of key operating parameters and records of decisions and discussions. Minor conflicts were quickly resolved in the field.



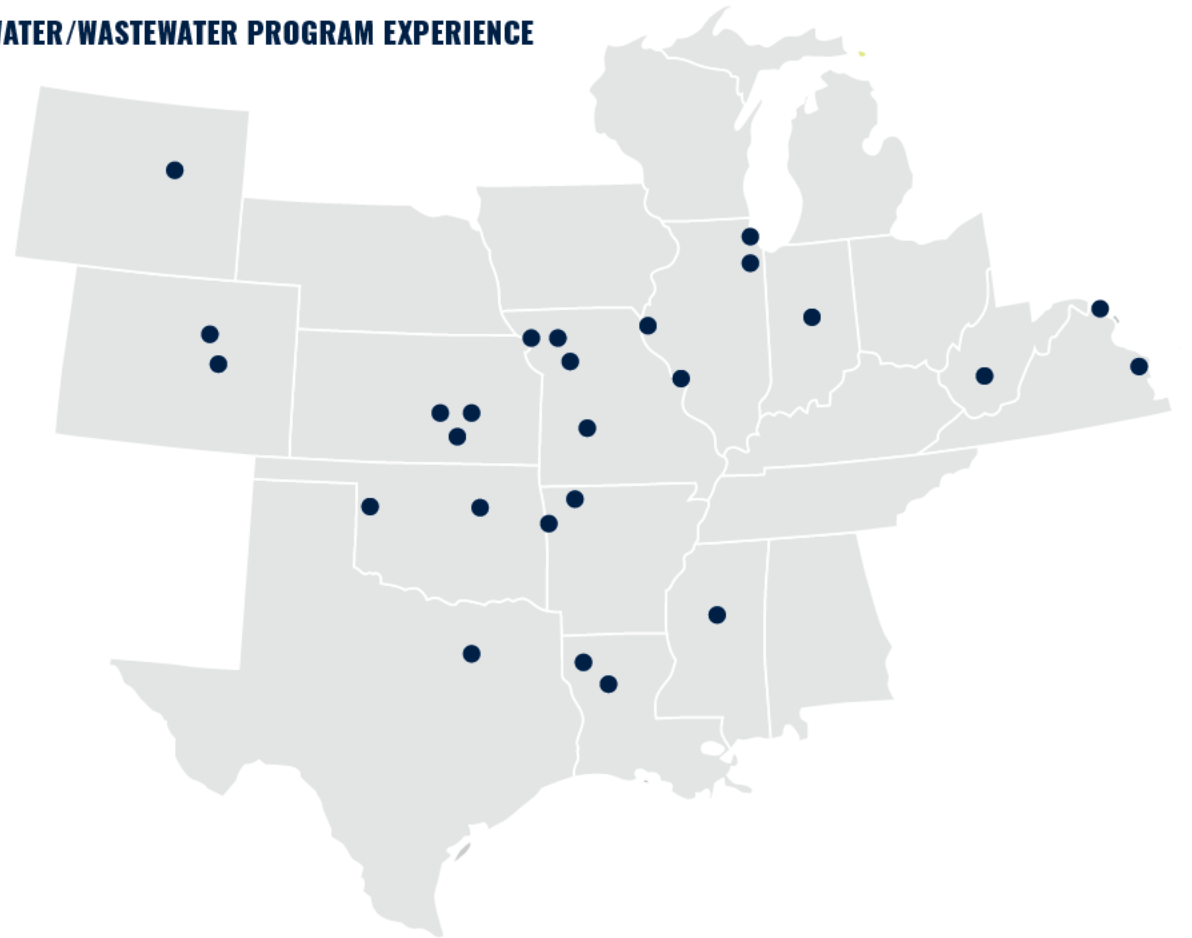
PIPELINE CONSTRUCTION MANAGEMENT | The Perris Valley Pipeline project involves the construction of about 3,000 lineal feet of 97-inch diameter pipeline. The majority of the pipeline is installed within three tunnel segments, including tunneling beneath BNSF railways and Interstate 215 (I-215), which requires the construction of four tunnel access shafts. Mott MacDonald proposed opportunities to address and/or mitigate the project challenges, including the installation of a horizontal inclinometer below I-215 to better monitor for ground movement and identifying a third-party coordinator to liaise with internal/external teaming parties and stakeholders. Observation protocols during construction management for the microtunneling were developed and timely analysis of the MTBM and instrumentation data were performed. The project is currently ongoing but the microtunnel sections have been successfully completed.



FIRM QUALIFICATIONS

In addition to our long history providing water engineering and construction services, we are a national leader in delivering large-scale capital programs for our clients. Burns & McDonnell actively manages over $70 billion of capital programs while serving as program manager to a number of water and power utilities. We're doing just that for KC Water's $4.5 billion Smart Sewer Program and Shreveport Water Utilities' $1.3 billion Clean Water Shreveport Program, along with countless other utility capital programs across the country. We've served water utilities in Northeast Illinois for 30 years and have established ourselves as a market leader in construction management and construction engineering services.

Figure 1. **WATER/WASTEWATER PROGRAM EXPERIENCE**



OUR TEAM BY THE NUMBERS

#9
WATER TREATMENT FIRMS
ENR-Ranked (2024)

#14
PROGRAM MANAGEMENT FIRM
ENR-Ranked (2024)

#16
WATER SUPPLY FIRMS
ENR-Ranked (2024)

50+
LARGE-SCALE PROGRAMS ACROSS MULTIPLE INDUSTRIES

$700M+
WATER/WASTEWATER CONSTRUCTION PROJECTS MANAGED IN THE LAST 10 YEARS

200+
WATER/WASTEWATER CONSTRUCTION PROJECTS MANAGED IN THE LAST 10 YEARS

$8B
IN ACTIVE WATER/ WASTEWATER PROGRAMS

18
YEARS OUR CORE TEAM HAS WORKED TOGETHER

250+
MILES OF NEW WATER MAIN DESIGNED OR CONSTRUCTED THROUGHOUT THE US

Regional Experience Delivering Similar Projects

In the matrix below, we highlight a sampling of key projects we have delivered in Northeast Illinois that include similar scope items.

PROJECT NAME | LOCATION	Construction Administration	Project Management	Survey/GIS Data Collection	Field Inspection	Project Closeout
CDWM Ancillary Sewer Program | Chicago, IL	X	X	X	X	X
CDWM Grid Main Replacement Program | Chicago, IL	X	X	X	X	X
Water Main Replacement Program | Joliet, IL	X	X	X	X	X
Lord Street CSS Overall | Elgin, IL	X	X	X	X	X
Move Illinois I-90 Tollway | NSMJAWA	X	X		X	X
WWTP Consolidation Program | Frankfort, IL	X	X		X	X
Water Delivery Project | Homewood, IL	X	X	X	X	X
Mount Prospect - NWC Water Main Interconnect | Mount Prospect, IL	X	X	X	X	X
Isabella Drainage Improvements | Mount Prospect, IL	X	X	X	X	X
West Pressure Zone Project | Elgin, IL	X	X	X	X	X
2019 & 2020 Water Main Improvements | Glencoe, IL	X	X		X	X
County Line Road Sidewalk Improvements | Burr Ridge, IL	X	X		X	X
Rail Road Water Main | Rantoul, IL	X	X		X	X
FRWRD Phase 3 & 4 | Elgin, IL	X	X	X	X	X
North Plant Sludge Transfer Main | Elgin, IL	X	X	X	X	X
Joint Waste Disposal Sludge Main | Elgin, IL	X	X	X	X	X
Eagle Heights North | Elgin, IL	X	X	X	X	X
2020 Water Main Improvements | Mount Prospect, IL	X	X	X	X	X
Alft & Randall Intersection Improvements & Water Main | Elgin, IL	X	X	X	X	X
Civic Center Plaza Water Main | Elgin, IL	X	X	X	X	X
West Pressure Zone Project | Elgin, IL	X	X	X	X	X
Maple-Evergreen Water Main | Mount Prospect, IL	X	X	X	X	X
Park Street Rehab & Water Main | Elgin, IL	X	X	X	X	X



BURNS & MCDONNELL HAS EXPERIENCE PROVIDING CONSTRUCTION MANAGEMENT SERVICES ACROSS MULTIPLE INDUSTRIES IN NORTHEAST ILLINOIS FOR OVER 20 YEARS.

MOVE ILLINOIS I-90 TOLLWAY

NSMJAWA

$100M+

Approximately 7 miles of PCCP and DIP water main ranging from 16 to 90 inches in diameter





GRID WATER MAIN REPLACEMENT

Chicago, Illinois

$330M+

Master Consulting Agreement to provide construction engineering services

WATER MAIN REPLACEMENT PROGRAM

Joliet, Illinois

$600M

Approximately 30 miles of water main annually ranging from 6 to 16 inches in diameter



RELEVANT FIRM EXPERIENCE

Our team has extensive experience managing large-diameter water transmission main projects across Illinois. We have successfully addressed complex challenges and provided effective solutions for municipal clients. The following pages present examples that highlight our capabilities.



PROJECT DATES

2013-Ongoing

OWNER'S CONTACT

Ramesh Kanapareddy, Executive Director | 847-981-4083

KEY PERSONNEL

- Trevor McIntyre | Resident Engineer
- Stephen Crede | Construction Manager
- Joe Darlington | Project Engineer
- Colin Campbell | Resident Engineer
- Matt Dunlop | Construction Inspector
- Arno Kandissounon | Construction Inspector





"MOVE ILLINOIS" DESIGN & CONSTRUCTION SUPPORT

I-90 CORRIDOR, GREATER CHICAGO AREA, ILLINOIS

Burns & McDonnell is providing engineering services, including design review, owner's engineering and construction monitoring to NSMJAWA for the Illinois State Highway Toll Authority (Tollway) "Move Illinois" project. The "Move Illinois" is a multi-phased project of improvements to Interstate 90 from approximately the City of Rockford to the Kennedy Expressway just east of Illinois 294.

The "Move Illinois" project was designed and constructed in two phases. The first phase included mainline widening from approximately the City of Rockford to the Fox River. The second phase included mainline widening from approximately the Fox River to Illinois 294.

The $100M+ project included the relocation of approximately seven miles of PCCP and ductile iron water main ranging from 16 inches to 90 inches in diameter, two hot taps of existing 90-inch-diameter PCCP, seven connections of new relocated water main to existing water main, design of large diameter temporary bypass piping systems and abandonment of existing systems.

Burns & McDonnell's responsibilities on this project included attending meetings and working sessions with and on behalf of NSMJAWA, reviewing and developing intergovernmental agreements, developing conceptual designs, reviewing intermediate designs and final designs of proposed Interstate I-90 widening and advanced projects within the limits of the Water Agency's service area. Burns & McDonnell also provided hydraulic modeling of NSMJAWA's 55-mile transmission main system, providing potable water to approximately 500,000 people. Burns & McDonnell also developed design criteria, standards and guidelines for use for the protection of the existing water main and in the design and construction of the relocated water main. Burns & McDonnell developed project schedule and budget controls for NSMJAWA, including the development of construction cost estimates. Property acquisition and easement support, including survey and title search, were also provided. Services provided during the construction phase include participation in construction meetings, construction monitoring, shop drawing reviews and development of solutions to mitigate conflicts that arose during construction.





PROJECT DATES

2021-Ongoing

OWNER'S CONTACT

Sean Dorsey | 847-870-5640 |
SDorsey@mountprospect.org

- Paul St. Aubyn | Project Manager
- Arno Kandissounon | Resident Engineer
- Colin Campbell | Construction Inspector
- Ben Werner | Construction Inspector
- Joe Darlington | Civil Engineer
- Stephen Crede | Construction Manager

EMERGENCY WATER SUPPLY INTERCONNECT

MOUNT PROSPECT, ILLINOIS

Burns & McDonnell provided design and construction administration services for a new emergency interconnection to supply NSMJAWA water to NWC and NWC water to Mt. Prospect. The emergency interconnection includes a meter vault with a diaphragm style control valve, approximately 1,500 LF of transmission piping, new connections to the Village's existing ground storage tanks and pump station improvements.

The Village of Mount Prospect (Village) and the Northwest Water Commission (NWC) capitalized on the opportunity to provide a primary and redundant water supply with Lake Michigan water. Their close proximity and existing system layout allow for a bi-directional interconnection to supply a redundant source of water to their respective end users.

Burns & McDonnell completed multiple planning-level evaluations and design of an interconnect between the Village and NWC and NSMJAWA and NWC (while servicing the Village). The design capacity of the interconnection is 7.0 million gallons of water (mgd). The proposed emergency interconnect provides for transfer of water between: NSMJAWA's existing 20-inch diameter DI water main at the intersection of Elmhurst Avenue and Highland Avenue, NWCs existing 36-inch diameter PCCP water main at Elmhurst Avenue and Kensington Road (pressure connection) and the Villages existing ground storage reservoirs at Pump Station 5.

The project is anticipated to be completed by the end of 2024. Burns & McDonnell provided engineering services, construction administration and inspection services during construction. Highlights of the project include:

- Approximately 1,300 linear feet of 30-inch diameter DI water main
- A process control valve and meter vault with automation controls for flexibility in operation
- Existing pump station upgraded to meet Village requirements of system redundancy



Burns & McDonnell served as program manager

WATER MAIN REPLACEMENT PROGRAM

JOLIET, ILLINOIS

Burns & McDonnell is providing construction engineering services for the City's $600M Water Main Replacement Program, which includes replacing approximately 30 miles of water mains (6 to 16 inches in diameter) annually through 2030. Services include construction observation, project controls, construction layout, public relations, GIS support and IEPA SRF loan documentation. The program comprises 17 contracts awarded to eight general contractors, with staggered project starts to minimize community impact. This required extensive coordination to verify the timely completion of initial projects and prevent delays in subsequent projects. Additionally, permitting issues caused delays for three projects in IDOT right-of-way, requiring quick adjustments to project schedules. Some projects required work near schools and had to be completed during the two-month summer break.

Burns & McDonnell created several dashboards to report construction progress to City staff. These dashboards provide real-time updates as water main and appurtenances are installed and uploaded to the City's GIS database. On a project-by-project basis, the City can see footage of pipe installed, services replaced, contract time remaining, concerns submitted by residents and other project updates.

The City is executing its Water Main Replacement Program at the same time as its Alternative Water Source Program (AWSP). They are using multiple funding sources to cover the design and construction costs associated with both programs, including WIFIA, IEPA SRF, various grants and local funding. Our team has been responsible for assisting the City with funding disbursement requests, tracking AIS documentation, labor force wage interviews, tracking apprenticeship hours and assisting with quarterly reporting on the status of the overall program and individual projects. This has included coordination with the program management team for the AWSP to verify that consistent information is being provided for both programs.

- **Project Dates:** 2024-Ongoing
- **Owner's Contact:** Allison Swisher, Director of Public Utilities | 815-724-4000 | aswisher@joliet.gov
- **Key Personnel:** Trevor McIntyre, Senior Resident Engineer | Stephen Crede, Program Manager | Luc Robinett, GIS | Ed Benesh, Construction Inspector | Ben Werner, Construction Inspector | Colin Campbell, Construction Inspector | Matthew Swartz, Construction Inspector | Joe Darlington, Client Services Manager | Matt Dunlop, Resident Engineer | Arno Kandissounon, Resident Engineer



WATER DELIVERY PROJECT

HOMEWOOD, ILLINOIS

Amidst record inflation and major supply chain disruptions during a global pandemic, the Village of Homewood, Illinois selected Burns & McDonnell to design and build a new water transmission line and booster pump station allowing this growing community access to a new water supply. Project cost and schedule were key factors in the Village selecting progressive design-build delivery. Through early collaboration and forward-looking procurement practices, the project team was able to mitigate over one million dollars in escalation costs, keeping the project on schedule and delivering best value solutions within the client's $14 million budget.

The project included 2.4 miles of 30-inch-diameter water main and an 11 MGD booster pump station. Extensive monitoring and complete rigorous corrosion control testing of both public and private water lines was ongoing throughout the duration of the project. The proximity of the water transmission line to a nature preserve required significant environmental investigations and permitting. While the project did disturb portions of the reserve, the team worked in tandem with reserve leadership to remove invasive species of trees and shrubs and replace them with native species, leaving the preserve more ecologically sound for years to come.

- **Project Dates:** 2019-2022
- **Owner's Contact:** John Schaefer, Pubic Works Director | 708-798-3000 | jschaefer@homewoodil.gov
- **Key Personnel:** Stephen Crede, Design Manager | Stephen Boden, Design-Build Manager | Kevin Waddell, Cost Estimating | Jessica James, Public Relations | Matt Dunlop, Construction Inspector



ALTERNATIVE WATER SOURCE PROGRAM

JOLIET, ILLINOIS

Burns & McDonnell is serving as Owner's Advisor on a program forecasted to cost greater than $1.5 billion to provide an alternative water supply for six Chicago-area suburban communities. The program is being delivered through 35 work packages organized into eight CIPs.

Burns & McDonnell was retained in mid-2022 to provide independent review of key documents and features of the AWSP. This includes periodic monitoring of AWSP status, review of invoices and scopes of work, review of design packages and review of budget, cost, schedule and risk information. We are completing independent technical reviews of design packages at 30% (preliminary), 60% (pre-final), 90% (final) and prior to the Issued for Bid stages for each project under the AWSP to identify constructability concerns and opportunities for value engineering. Burns & McDonnell is also preparing quarterly AWSP evaluation reports, including assessments of the program team's compliance with the authorized scope of services, progress relative to the baseline schedule and budget, identification of potential key performance indicators (KPIs) and opportunities to use web-based dashboards to provide improved reporting or transparency to program status.

Funding

In collaboration with the City's financial advisor and consulting engineer, Burns & McDonnell assisted Joliet in evaluating the impact of alternative WIFIA debt structures on its water cash flows and potential rate increases. Using Burns & McDonnell's Long-Term Strategic Financial Plan, several cash flow scenarios were performed to assist the City in determining its anticipated approach to using WIFIA funding. Burns & McDonnell assisted the City in securing approval from the Illinois Environmental Protection Agency for state revolving loans to fund $50 million in water main replacement. We also developed the financial plan submitted to the State of Illinois as part of the application process and reviewed the model and its assumptions with State personnel to support the State's approval process.

- **Project Dates:** 2022-Ongoing
- **Owner's Contact:** Allison Swisher, Director of Public Utilities | 815-724-4000 | aswisher@joliet.gov
- **Key Personnel:** Joe Darlington, Project Manager | Paul St. Aubyn, Assistant Project Manager | Kevin Waddell, Cost Estimating



SLUDGE TRANSFER MAINS

ELGIN, ILLINOIS

The City of Elgin aimed to enhance its lime sludge disposal system by constructing a new lime sludge disposal main from its Riverside Water Treatment Plant to the McLean Sludge Lagoons. Concurrently, the Fox River Water Reclamation District (FRWRD) sought to build a sludge transfer main to improve operational efficiency at its North Wastewater Treatment Plant and eliminate the need for trucking sludge. Both projects traversed developed residential and commercial areas, prompting the City and FRWRD to engage Burns & McDonnell through an inter-governmental agreement for the design and construction of approximately 25,000 feet of lime sludge disposal main and 15,000 feet of sludge transfer main. In Phases III and IV, Burns & McDonnell designed and provided construction engineering services for a 11,000-foot sludge transfer line to connect the existing interceptor sewer to the FRWRD facility.

To reduce disruption, four miles of the force mains were installed via directional drilling. In areas of commonality, both mains were drilled through the same bore hole, while open cut was employed in some green spaces. Guided pipe boring was used for installations that required precise auger alignment. Improvements were also made to the Riverside Water Treatment Plant's sludge transfer pump station, which included upgraded piping and valve systems.

Burns & McDonnell also provided design and construction services for a new sludge transfer pump station at the North Plant to facilitate sludge pumping to the South Plant, avoiding trucking. The scope included various process enhancements and control system improvements. Much of the force main alignment was through an active golf course, requiring significant collaboration with the owners to limit impacts on the property and maintain operations through construction. The project also included significant efforts to mitigate wetland and endangered species impacts, as well as a major crossing of the Fox River, all of which required extensive collaboration with state and federal agencies for permitting and environmental signoffs. Overall, the project aimed to significantly improve the sludge management process in the region, funded by the State Revolving Loan Fund.

- **Project Dates:** 2013-2023
- **Owner's Contact:** Cameron Colby, Technical Services Director | 847-742-2068 | ccolby@frwrd.com
- **Key Personnel:** Trevor McIntyre, Resident Engineer | Stephen Crede, Resident Engineer | Joe Darlington, Resident Representative | Matt Dunlop, Construction Inspector





Burns & McDonnell served as program manager

LORD STREET BASIN 02A & COMBINED SEWER SEPARATION

ELGIN, ILLINOIS

The City of Elgin contracted Burns & McDonnell to provide design and construction phases service for a combined sewer separation project in the City's Combined Sewer Basin 02A. This project is part of the City's overall program to comply with its combined sewer system overflow program. As part of the project, a new sanitary sewer interceptor also needed to be constructed to convey sanitary wastewater from Combined Sewer Basin 02A after the completion of the sewer separation.

The project consists of approximately 20,000 linear feet of combined sewer separation ranging in size from 12- to 72 inches in diameter and 5,000 linear feet of new 18-inch sanitary sewer interceptor. In addition, approximately 3,600 linear feet of cured-in-place pipe ranging in size from 8- to 35-inches x 53-inches in diameter are being installed to rehabilitate the existing combined sewer. The City is also replacing approximately 6,600 linear feet of existing water main ranging in size from 4- to 12 inches in diameter to improve water quality, water flow and fire protection. The overall project site encompassed 25 separate streets within the Lord Street Drainage Basin. Approximately 5.5 miles of roadway were rehabilitated with complete replacement of the curb and gutter, sidewalk, driveway aprons and pavement.

The project includes micro-tunneling and guided bore pipe ramming of 30-inch diameter sewer and directional drilling of 18-inch sewer in the project area. These trenchless technology methods are required because segments of the project cannot be open-cut due to existing sewer depths in hilly residential areas with steep grades and to cross beneath state highways and railways.

- **Project Dates:** 2013-2022
- **Owner's Contact:** Mike Pubentz, Water Director | 847-931-5958 | pubentz_m@cityofelgin.org
- **Key Personnel:** Trevor McIntyre, Resident Engineer | Stephen Crede, Construction Manager | Colin Campbell, Construction Inspector | Matt Dunlop, Resident Engineer

WWTP CONSOLIDATION PROGRAM

FRANKFORT, ILLINOIS

Burns & McDonnell provided owner's engineering and program management services to the Village of Frankfort for its Wastewater Treatment Plant (WWTP) Consolidation Program. Demolition of the 2 existing WWTPs required constructing 3 pump stations to transfer flow to the expanded Regional WWTP. The pump stations were rated for design average flows of 0.87-MGD, 1.5-MGD and 3.6-MGD, respectively. The pump stations were rated for maximum wet weather flows of 15.34-MGD, 18.58-MGD and 19.4-MGD, respectively. Approximately 4,400 feet of 16-inch diameter force main, 3,700 feet of 24-inch diameter force main, 4,400 feet of 24-inch diameter sanitary sewer and 2,700 feet of 30-inch diameter force main were also constructed to transfer flow from the new pump stations to the expanded Regional WWTP.

The program also involved the expansion of the Regional WWTP from an average day capacity of 3.5-MGD to 4.67-MGD. The expansion included oxidation ditch improvements, new aerobic digesters, a new centrifuge and biosolids handling equipment, dewatered biosolids storage facilities, tertiary filter improvements, ultraviolet disinfection system improvements and other ancillary improvements at the WWTP. Lastly, the program included the construction of two excess flow storage ponds. The ponds are sized to store 5.8 MG and 11.5 MG of wet weather flow storage, respectively. Both ponds were constructed with high-density polyethylene (HDPE) liners and provided with non-potable water wash-down systems. Burns & McDonnell was the program manager and was responsible for overall program coordination, project schedule planning, budget tracking, permit coordination and property acquisition coordination. Burns & McDonnell was also responsible for the review of all design plans prepared by the other engineering firms. Burns & McDonnell also provided construction management services to help oversee the construction of the entire program. Our main responsibilities included overall construction coordination, project schedule tracking, budget tracking and coordination of field changes with the design team and other contractors.

- **Project Dates:** 2015-2020
- **Owner's Contact:** Zachary Brown, Director of Utilities | 815-469-2177 | zbrown@vofil.com
- **Key Personnel:** Joe Darlington, Program Manager | Stephen Crede, Construction Manager | Colin Campbell, Construction Inspector



Burns & McDonnell served as program manager

ANCILLARY SEWER PROGRAM

CHICAGO, ILLINOIS

The City of Chicago has undertaken sewer projects throughout the past two decades to replace its aging infrastructure. The Ancillary Sewer Construction Program consisted of 30-40 small projects annually. These projects were divided among three construction contracts for the three regions of the City: North, Central and South. The projects were a mix of construction of cast-in-place sewer connection structures, installation of tumbling basins, installation of water main support structures and/or emergency repairs of collapsed sewer mains.

As the Program Manager, the Burns & McDonnell team is responsible for overseeing the entire program to verify it stays within the annual performance goals for both schedule and budget and provides the necessary construction observation for each project under the program.

The program requires significant collaboration with the Department of Water Management as well as the design consultants, contractors, utilities, other city departments and other governmental agencies impacted by the projects and the public. At peak times, the team has included 10 Burns & McDonnell employees as well as six staff DBE subconsultant firms for a total of 16 personnel on the project.

For each construction location, the Program Management team provides resident engineering and construction inspection services. These responsibilities included inspection of the construction to verify it met City standards, inspection of earth retention systems, inspection of sewer and/or sewer structure installation and proper backfilling, inspection of site restoration, preparing daily reports of the contractor's work, preparation of month pay estimates and preparation of project as-built drawings.

- **Project Dates:** 2019-Present
- **Owner's Contact:** Brendan Schreiber, Chief Engineer of Sewers | 312-742-7226 | brendan.schreiber@cityofchicago.org
- **Key Personnel:** Trevor McIntyre, Program Manager | Arno Kandissounon, Resident Engineer | Matt Dunlop, Resident Engineer | Colin Campbell, Construction Inspector | Ben Werner, Construction Inspector



Burns & McDonnell served as program manager

GRID WATER MAIN REPLACEMENT PROGRAM

CHICAGO, ILLINOIS

Burns & McDonnell has a Master Consulting Agreement (MCA) with the City of Chicago's Department of Water Management (CDWM). As a part of the MCA, Burns & McDonnell was contracted to provide construction engineering services to oversee the replacement of existing water main by City of Chicago in-house crews.

On a yearly basis, CDWM uses in-house crews to replace existing water main throughout the City. As a part of this program, the City has broken the entire water main system into grids and focuses on replacing the mains in specific grids annually. The City uses State Revolving Funds (SRF) to cover the costs of this program.

Burns & McDonnell was responsible for coordinating with the City foreman, administration of the City crews, technical aspects of construction and quality of work. Our resident engineer was responsible for the oversight of 2-4 City crews at any point in time.

As the resident engineer for this program, Burns & McDonnell was responsible for reviewing the plans and specifications, ordering all water main materials, obtaining all required permits, coordinating with utilities and local police and fire departments, reviewing traffic control, providing line and grade for water main installation, coordination with residents, business owners, schools and hospitals for shutdowns, sending daily and semi-monthly reports to the City, maintaining all project documentation, providing Conforming to Construction Drawings and project closeout.

- **Project Dates:** 2013-2023
- **Owner's Contact:** Maurice Thrower, Area Civil Engineer | 312-747-3452 | maurice.thrower@gec-group.com
- **Key Personnel:** Trevor McIntyre, Project Manager | Stephen Crede, Construction Manager | Matt Dunlop, Resident Engineer

FUNDING EXPERIENCE

Funding opportunities provide long-term financial capability for replacing and maintaining the nation's water resources infrastructure. Burns & McDonnell has assisted clients in securing and administrating over $700 million in funding for water-related projects. From loans to grants, from utilities to municipalities, we remain committed to improving communities like the ones below and fulfilling our firm's founding mission: make our clients successful.

Project	Client	State	Year	Type of Funding	Loan or Grant	Funding Amount	Total Cost
WIFIA & CONGRESSIONALLY DIRECTED SPENDING							
NWWF Progressive Design-Build	City of Wichita	KS	2020	WIFIA	Loan	$280M	$494.2M
	City of Wichita	KS	2020-2021	SRF	Loan	$267M	
Alternative Water Source Program	City of Joliet	IL	2015-2023	WIFIA & SRF	Loan	$50M	$1B
BNR Study & WIFIA LOI	City of Wichita	KS	2021	WIFIA	Loan	$181M	$370M
	City of Wichita	KS	2021	SRF	Loan	$175M	
Water Main Replacement Program	City of Joliet	IL	2024-ongoing	WIFIA & SRF	Loan	$600M	$600M
Reuse Project	Garden City	KS	2022	Congressionally Directed Spending	Grant	$19.1M	$19.1M
Clean Water Shreveport	Shreveport	LA	2024-ongoing	WIFIA, SRF, LA Water Sector Program	Loan and Grant	$100M	$1.3B
ADDITIONAL SUCCESSFUL APPLICATIONS							
WWTP Consolidation	Village of Frankfort	IL	2016-2020	SRF	Loan	$55M	$55M
South Well Field - Iron & Manganese Removal	McPherson BPU	KS	2021	SRF	Loan	$3M	$3M
Iron & Manganese Removal	Bonner Springs	KS	2018	SRF	Loan	$1.8M	$30M

THE WIFIA PROCESS

Since its inception, the WIFIA fund has closed 107 loans totaling $18.3 billion; nearly 60% of those loans were for drinking water infrastructure projects. Additionally, approximately half of those loans are in the $100-$500 million range. That's a lot of money – and even more reason to have the right team working hand in hand with you! Given the similar scale of the DPWC's upcoming capital projects, it is imperative that the DPWC's consultant fully understands EPA's needs, requirements and processes. The **four main criteria of EPA's competitive WIFIA process** are:

1. Eligibility
2. Credit worthiness
3. Technical feasibility
4. Meeting the public policy goals of the statute

The Burns & McDonnell team is intimately familiar with these criteria and is ready to assist the DPWC through the WIFIA administration process. We have all necessary resources in-house to support the heavy lift and the experience—both locally and nationally—to successfully administer requirements of various funding programs.

The WIFIA process for DPWC's project will be unique in that it is the Waterlink Communities that will be obtaining the WIFIA loan, one for each community. This presents a challenge as there is required reporting (monthly reports, quarterly reports, labor classification interviews, apprenticeship hours reporting, etc.) that must be completed, and with three separate loans, there will be three times the reporting and documentation required. Add to this the possibility of multiple consulting firms providing the construction engineering services for the seven different contracts, and the potential for conflicting information being provided in the reporting process increases dramatically.

To simplify this process and help eliminate the potential for conflicting information, we recommend that the construction program management firm be made responsible for all WIFIA reporting. This firm can put all the reporting structures in place and provide a protocol to each consulting firm performing construction engineering services. This protocol will lay out when each type of reporting is due, what information they need to provide, when they need to provide it, when to perform interviews, etc. With this protocol in place, we can provide a streamlined approach to the WIFIA aspects of the project.

CONSTRUCTION MANAGEMENT SOFTWARE PLATFORMS

Using an industry-leading project management platform leverages clear, proven tools that can provide DPWC several benefits:

- Transparent communication
- Consistent documentation
- Timely feedback through web-based applications
- Secure protection that provides 24/7 access to critical project information

TECHNOLOGY IMPLEMENTATION

Burns & McDonnell has either used or integrated with numerous document management systems through various program management assignments. Some of the platforms we have significant experience with include ProCore, Aconex, Kahua, E-Builder and Oracle Primavera.

We routinely implement and customize document control processes and systems to work with the client's system(s).

If DPWC desires, during the Initiation phase, we can facilitate an evaluation process to consider a variety of commercially available systems that could be used for the program. Following DPWC selection and procurement, we can work in partnership with DPWC to implement a cloud-based solution that meets identified needs.

As part of the Initiation phase, we will establish the Systems, Deliverables and Integration Matrix (SDIM), clearly identifying the systems to be utilized, the functionality each provides and the stakeholders that will interact with those systems. The SDIM will also identify how, if and when those systems will integrate with what datasets and one another. For your program, we believe that you will need, at minimum, the following as part of a comprehensive technology solution to manage the Waterlink program. These systems can be integrated to maximize transparent reporting value, enable effective program management and best serve your needs.

- Procore (or similar) for construction document management and field inspections
- Primavera P6 for schedule management
- ArcGIS Online for geospatial field progress reporting
- PowerBI for KPIs and data visualization via dashboards

OUR PREFERRED PLATFORM

If time is a critical factor, Burns & McDonnell can readily deploy **Procore**, our preferred industry-leading construction management platform. Our team will use this tool to manage the lifecycle of the project, including engineering documents, construction submittals, RFIs, change orders, meeting minutes, transmittals, field inspection reports, monthly pay applications and design and construction documents.

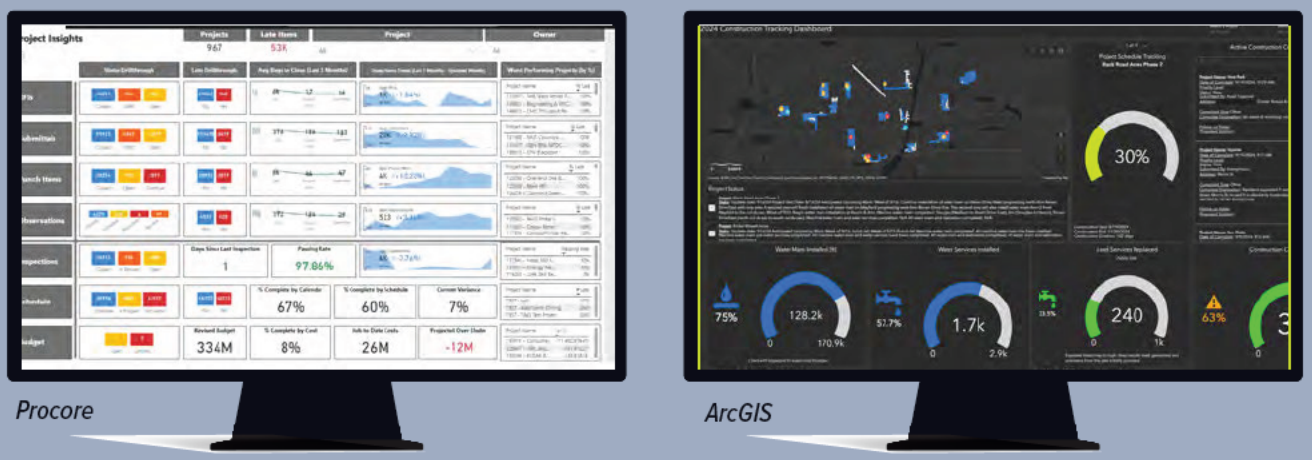
DPWC will receive access to regular reports, which will be logged in Procore, including daily and weekly reports, as well as schedules, RFIs, change orders, shop drawings, O&M manuals, record drawings, project progress reports and cash flows. Our focus is providing clear, transparent information so you can make decisions based on connected data and insights. DPWC will have access to this system, including real-time project dashboards, reports and action items – via web and mobile devices.



PROCORE aconex e-Builder A TRIMBLE COMPANY kahua ORACLE Primavera Unifier

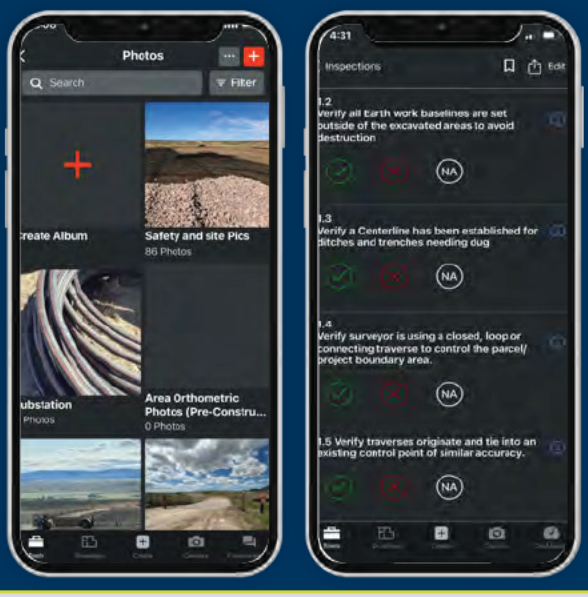
Examples of some of the dashboards and mobile applications we have set up for other programs are presented on the next page.

EXAMPLE DASHBOARDS



Standard Procore dashboards provide quick visibility into construction documentation metrics. ArcGIS Online dashboards can be used to present geospatial information such as field progress tracking, construction crew locations, public complaints and more.

DATA AT YOUR FINGERTIPS



The Procore Mobility is a mobile application can be used for to access project documents and complete field inspections.

ROBUST REPORTING



PowerBI can be used to provide robust reporting and tracking tools to keep a close pulse on budget, schedule, risk, program spend, cash flow projections and additional metrics.

PROJECT UNDERSTANDING

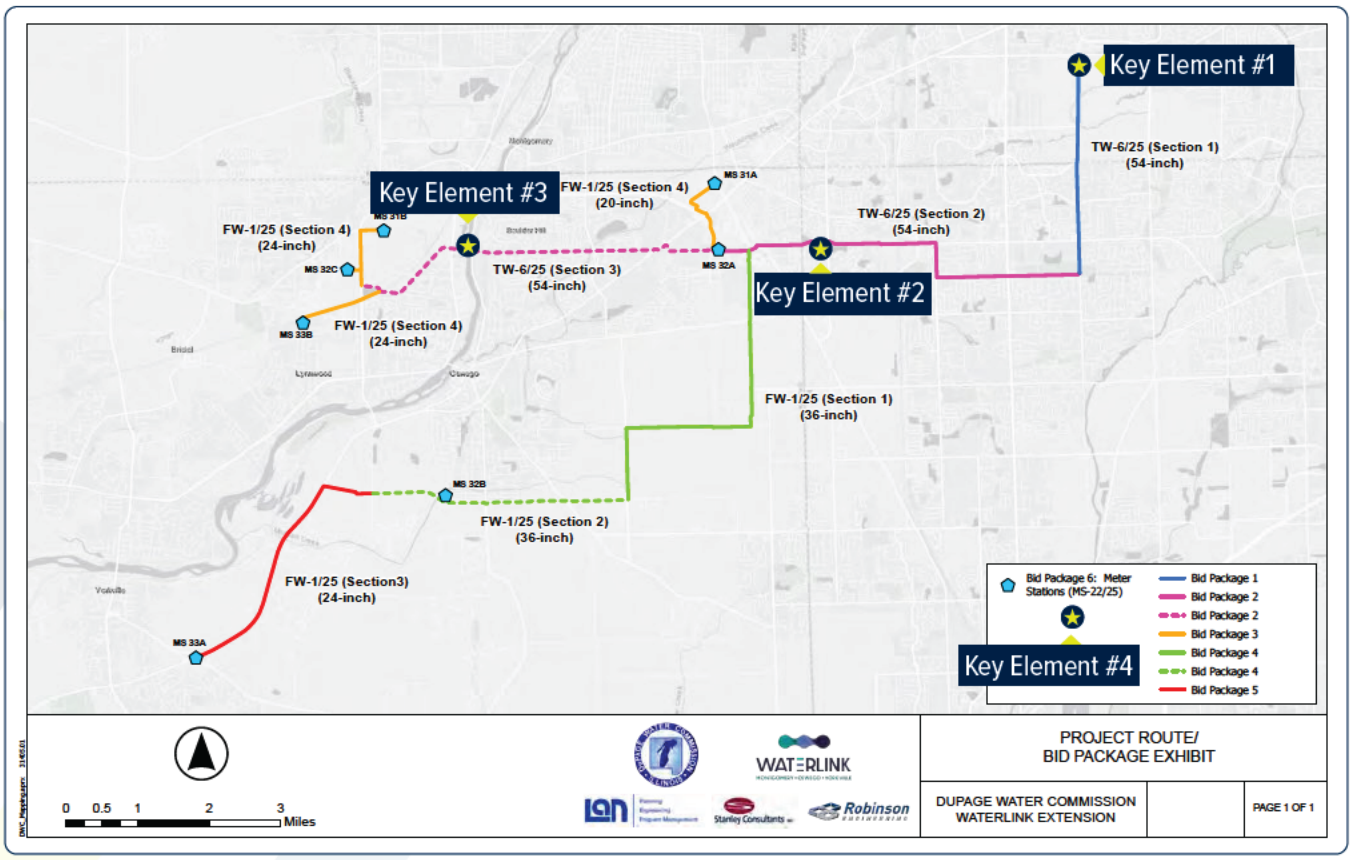


The Waterlink program represents the DuPage Water Commission's (DPWC) effort to provide Lake Michigan drinking water to Montgomery, Oswego and Yorkville communities. The program comprises approximately 32 miles of pipeline ranging from 54-inch to 20-inch diameter that will convey water from DPWC's existing 48-inch diameter transmission main at Book Road and 75th Street to seven delivery structures in the Waterlink communities. Pipeline materials may include Prestressed Concrete Cylinder Pipe (PCCP), Steel Pipe and Ductile Iron Pipe. Construction will include tunneling, river crossings, highway crossings, deep excavation, jack-and-bore, remote-operated valves and impressed and passive cathodic protection services. Significant portions of the project will be within a ComEd right of way (ROW) and may be impacted by wetlands.

The total value of the program is approximately $300 million. Construction is expected to be delivered through five to seven bid packages associated with pipeline installation and another to address the installation of all meter stations. The first bid package is expected to begin construction in Q2 2025, with construction of all bid packages scheduled for completion in 2027. Funding sources will likely include local funds, Congressionally Directed Spending (CDS) funds and Water Infrastructure Finance and Innovation Act (WIFIA) funds.

CRITICAL PROJECT ELEMENTS

There are many unique challenges and opportunities associated with the WaterLink program, and Burns & McDonnell is tremendously excited to be DPWC's partner to help effectively manage these opportunities. We have highlighted some key elements that we believe present unique considerations in the figure below. Our approach to addressing critical elements is based on decades of experience delivering other large-scale programs.



KEY ELEMENT #1 | *Connection to DPWC Transmission Main and Construction Along Book Road*

We understand that connecting to DPWC's existing transmission main will require a cut-in connection, installation of remote operated values and a deep excavation adjacent to 75th Street, which is a critical transportation corridor for the City of Naperville. The Book Road corridor traverses through the Springbrook Prairie, part of the DuPage County Forest Preserve. These are important areas that will require proactive communications and a high degree of collaboration. This contract is also important as it is scheduled to be the first that will proceed to construction before the remaining contracts do likewise several months later. Maintaining clear expectations about how the contractor will approach construction in this area, specifically associated with traffic control requirements and allowable work hours, will be important for this project to be successful. From a construction engineering standpoint, mobilizing staff to provide adequate coverage will be key, especially if the contractor works longer than normal hours. Our team is prepared to flex our resources as needed to maintain required coverage.

KEY ELEMENT #2 | *ComEd Rights-of-Way*

Installation of significant portions of the overall transmission main within ComEd rights-of-way will require compliance with easement requirements following ComEd standards for working adjacent to their facilities and restoration. Clear documentation and communication of ComEd requirements with the contractor will be essential to effectively managing this work. Our construction engineering team will work collaboratively with the contractor(s) and DPWC to review work progress daily, weekly and monthly to confirm that ComEd requirements are being met. This approach provides that necessary adjustments can be made before becoming larger issues. We are prepared to engage the specialized support of Lori Ferry and our environmental team to address unique environmental or restoration requirements, such as wetlands or endangered species, that may need to occur within ComEd rights-of-way.

KEY ELEMENT #3 | *Trenchless Crossings*

Crossing the Fox River and other major highways, utilities and railroads are expected to require casing pipes installed via trenchless methods. Our team has significant trenchless experience, including a recent crossing of the Fox River in South Elgin. If necessary, we are prepared to mobilize Mott MacDonald, a nationally recognized trenchless firm, to provide specialized support as needed.

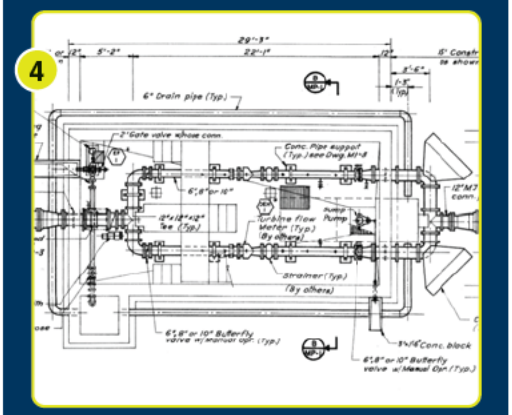
KEY ELEMENT #4 | *Meter Stations/Pressure Adjusting Stations (MS/PAS)*

From a technical perspective, construction of the meter stations may be the most complex part of this project due to the wide variety of engineering disciplines, work elements and contractor trades associated associated with vertical construction. Additionally, based on the project schedule, the meter stations are planned to finish construction and be commissioned months prior to the delivery of water to the communities. Historically, DPWC has experienced some challenges with the construction of MS/PAS. These are critical assets that will require a team experienced in vertical and facility construction to deliver well-constructed facilities. We will leverage Paul St. Aubyn's experience working with DPWC on other transmission main and meter station construction projects to develop a plan for meter station construction focused on mitigating DPWC's concerns and priorities. We are prepared to mobilize various engineering disciplines, such as structural, geotechnical, mechanical and electrical, to support construction observation as required. We will also work collaboratively with DPWC to develop a plan for commissioning and startup that considers actions necessary to account for the passage of time that will occur between when construction is completed, and the delivery of water begins.









KEY PRIORITIES

We understand that DPWC's key priorities related to this program include the following. Our approach to addressing these items is provided in the Project Approach section on the following pages.

DUPAGE WATER COMMISSION KEY PRIORITIES

- COMPLETING THE WORK **ON SCHEDULE**, **WITHIN BUDGET** AND ACCORDING TO CONTRACT REQUIREMENTS
- **ESTABLISHING STANDARDS** AND **MAINTAINING CONSISTENCY** IN DOCUMENTING, TRACKING AND REPORTING OF CONSTRUCTION ACTIVITIES
- PROACTIVELY MANAGING **PROGRAM STAKEHOLDERS** AND **PUBLIC COMMUNICATIONS**
- EFFECTIVELY **ADMINISTERING FEDERAL AND STATE FUNDS** PROVIDED THROUGH MULTIPLE INSTRUMENTS
- RESPONSIBLY **MANAGING AND COMMISSIONING** INFRASTRUCTURE THAT WILL BE SUBSTANTIALLY COMPLETED MONTHS PRIOR TO BEING PUT INTO SERVICE AND DELIVERING WATER
- MANAGING THE RESOURCES OF DPWC AND CONSULTANT STAFF TO ADEQUATELY **MONITOR AND OBSERVE CONSTRUCTION ACTIVITIES** OCCURRING ON MULTIPLE CONTRACTS OVER A 30+MILE LONG CORRIDOR
- **MOBILIZING QUALIFIED STAFF** TO MONITOR AND OBSERVE SPECIALIZED ELEMENTS OF THE WORK, SUCH AS MORE COMPLICATED TRENCHLESS CROSSINGS, METER STATIONS, CATHODIC PROTECTION SYSTEMS AND RESTORATION OF SENSITIVE ENVIRONMENTAL AREAS
- COALESCING MULTIPLE CONSTRUCTION ENGINEERING FIRMS TO **WORK COLLABORATIVELY TOGETHER WITHOUT CONTRACTUAL RELATIONSHIPS** BETWEEN THEM

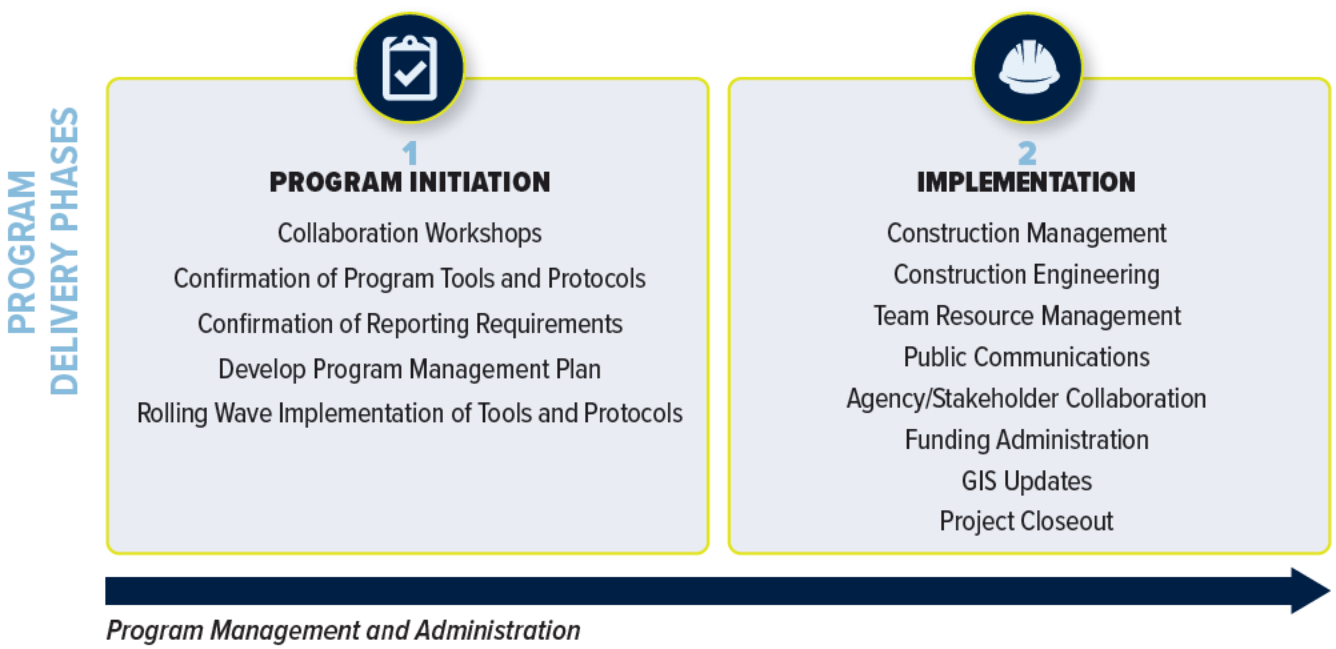
PROJECT APPROACH

Our integrated program and construction management philosophy is centered on fostering collaboration and synergy among all stakeholders involved in the program. Through a program management approach, we employ meticulous planning, tracking and reporting of each distinct contract to prioritize robust oversight of scope, cost and schedule. Simultaneously, our construction engineering team will provide inspection and documentation to verify that the infrastructure is installed according to the contract requirements. Our approach is described below.

OUR PROGRAM MANAGEMENT APPROACH

Collaboration is crucial to the success of this program. As the WaterLink construction program manager, we will report directly to the DPWC Engineering Manager and will establish a kick-off workshop to drive collaboration with the team of design engineers and construction firms. Leveraging our extensive industry experience, we propose an initial effort to define, set up and develop your program tools and processes, followed by a steady-state team to execute through completion.

Figure 2. Program Delivery Phases



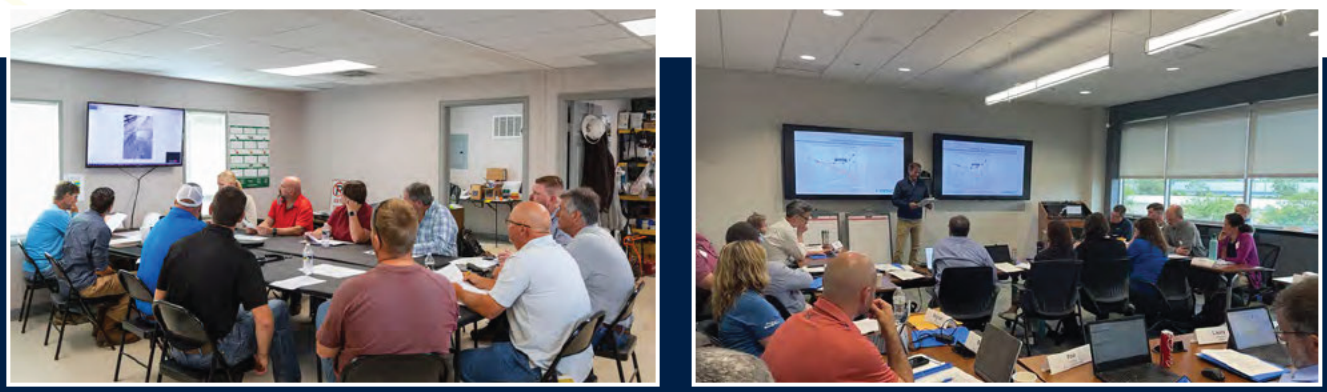


***Figure 3. Workshop** | Burns & McDonnell regularly hosts project team workshops throughout the project lifecycle to gather valuable input, foster collaboration and align with client goals. This interactive approach enhances communication, refines project strategies and drives success through mutual understanding and teamwork.*

PROGRAM INITIATION

The Initiation phase establishes alignment and lays a robust foundation among DPWC, Burns & McDonnell and all relevant program stakeholders. This phase focuses on defining, developing, initiating and implementing critical components essential for the program's success. Specifically, a protocol is established for managing programs and projects so there is consistency and DPWC does not see a change in tracking, reporting and execution approach regardless of the project, program manager, engineer or contractor involved. These protocols are usually documented in a Program Management Plan (PgMP). Typical elements of a PgMP are presented to the right.

During Initiation, we will work collaboratively with DPWC to confirm the team needed to successfully deliver the program through closeout and turnover. We will also identify early action activities—such as implementing a Project Management Information System—that need to progress rapidly to enable the program to be managed effectively when construction activity ramps up. **This structured approach confirms that all parties are aligned, well-informed and equipped with the necessary tools and plans to drive the program toward successful execution.**

PROGRAM IMPLEMENTATION

Protocols established during the Initiation phase are executed during the implementation phase as construction work is underway. Burns & McDonnell can provide the following activities to support overall construction management.

Program Cost & Schedule Controls

Keeping a project on budget and on schedule is always a key objective for any project. For all our programs, we implement a controls-focused management system. By integrating scope, schedule, estimating and execution planning, we create a solid structure that DPWC can use to monitor work progress and make key decisions. Our experience has tuned the use of the appropriate data and the knowledge of the indicative trends so that each project can be controlled and managed to a successful conclusion.

Program Schedule and Resource Management

DPWC needs confidence in scheduling to maintain the critical path, meet your CIP spending expectations and manage team resources and workloads. **Our schedule analysis begins with understanding the project and corresponding cost estimate, which drives the production of the total number of labor hours anticipated to execute a project and the labor hours for discrete activities.** In turn, those labor hours are used to generate durations for construction activities, which helps identify critical path activities and those that can be delivered parallel to the critical path.

Joe and Stephen will establish a management plan structured around DPWC's vision and expectations.



Program foundation: goals, objectives and priorities

Program governance: establish framework for management of program(s) including organizational structure, decision making process, procedures for project execution, meetings, issue resolution, etc.

Business processes: establish processes required for efficient delivery

Program controls: establish tools and processes for monitoring and updating progress to manage and deliver program on time/on budget

Performance monitoring and reporting: establish criteria for reporting throughout delivery; define reports that will be used for program team, DPWC and other stakeholders

Document controls: establish templates for program documents and processes and systems for maintaining program information

Public engagement and communication protocols: identify critical public engagement initiatives, information needed and criteria for external communications

Construction management: establish approach to construction management and oversight

Utility coordination: provide contact information for utility owners, procedures for obtaining utility information and expectations for coordination

Earned Value Management

Our standard approach to project controls implements the use of software to monitor and report appropriate data throughout the program's life cycle, both on a schedule and financial basis. Earned Value Management is a core element of our approach. In cases where we manage project portfolios similar to your program, our team's tight controls at all levels, down to individual projects, result in:

- Well-informed project management and contractor oversight
- Value-added reporting
- Clear view of scope creep to keep the project schedule on track
- Financial controls tracking occurrences and accounts for negative trends before they can become a larger issue

Primavera P6 is our standard scheduling tool. A Work Breakdown Structure (WBS) will be developed with specific activity codes, activity IDs and descriptions for each item to be tracked. A preliminary schedule template will be provided for contractors to develop their schedules. The master schedule will be updated bi-weekly or monthly based on information received from the contractors. The schedules will be used for future comparison of progress to plan.

Change Management

Early identification of changes in scope, schedule and project costs can make the difference between project success and a series of problems that benefit no one. We will be directly involved with every aspect of your project, tracking the project scope and schedule status. We will assess potential budget and schedule implications to project changes for all projects. **A key component of our change management approach is to confer with DPWC immediately on the impact of any changes and offer approaches to minimize the impacts of those changes, either budget or schedule. This means we look at how the project is progressing, and if a project scope changes or adds to the anticipated level of effort, we can collaboratively evaluate it to minimize the impact on your budgets and schedules as much as feasible.**

Program Reporting

We work hard to seamlessly visualize programmatic data into reports and dashboards that provide actionable outcomes to make sure timely and cost-effective solutions to projects. We will develop dashboards with DPWC leadership seeking input on the visual presentation of the data and verifying all recipients understand both the information and purpose of distribution. This provides intuitive dashboards that aim to minimize both the time required to collect and report the data and the time required to understand the data.

Financial Tracking & Projections

Throughout the program's lifecycle, we will administer the monthly invoicing and progress reporting process. Payment applications will be reviewed for quality and quantity against contractual agreements and project schedules. Simultaneously, we will compile progress reports outlining achievements, challenges and future milestones for stakeholders and project sponsors.

Developing precise cost-loaded schedules is crucial for accurate project forecasting and explaining budget variances. Our established practice merges scheduling with cost forecasting data through a detailed cost breakdown matched to the project schedule via a unique coding system. **This method allows our team to streamline the integration of project budgets with key activities in the schedule to generate a project forecast easily.**

Asset Data Management & GIS Reporting

We recommend establishing a protocol for contractors to collect GPS coordinates of water main and appurtenances as they are installed. This initiative supports the preparation of record documents following construction. Additionally, syncing GPS data collection with DPWC's GIS allows near-real-time field progress tracking and reporting through web-based dashboards. Our team of REs and CIs will verify that the contractors collect the required data daily as work is performed. Our GIS team will be responsible for taking the GPS points from the contractors and connecting all the linework.

Agency/Stakeholder Collaboration

With more than 32 miles of transmission main to be installed over the next three years, it will be critical to foster collaboration across the wide variety of regulatory agencies, permitting entities, landowners and other stakeholders. Our strategic approach is to promote understanding and awareness of Waterlink activities through proactive and frequent communications. Our goal is to minimize construction impacts on neighborhoods, businesses and the general public. To support an organized approach, we will develop regulatory and permitting matrices for each construction contract to identify specific requirements for each permit and/or entity, such as setbacks for piping, notification requirements, documentation, etc. **Our construction team has experience with virtually all the regulatory and permitting agencies involved in the Program.**

In addition, addressing public complaints in a timely and professional manner is crucial to the Program's success. Our engineering and inspection team will strive to address all public issues on the same day they are received and, whenever possible, handle them in person. These in-person interactions are key to making people feel that they are being heard and that we take their issues seriously. **Our team will keep a master list of all issues raised by the public, documenting the who, what and where of the issue and the resolution. We will share this information with DPWC on a weekly basis to keep DPWC informed of the interactions we are having across the various projects. We can present these issues in a dashboard format if DPWC desires.**

Public Engagement and Communications

We regularly help owners present program updates to city councils or stakeholder groups. Depending on your needs, we can prepare updates for your use or can co-present when you need to engage the public or decision-makers. We can also help support the creation of public-facing tools and program resources like websites, annual reports and construction notices. **Check out some examples of materials we've developed for other programs below. Be sure to scan the QR codes for more details!**

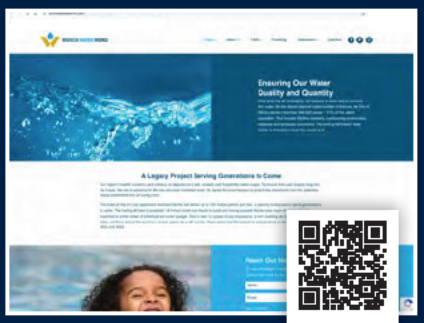
Our teams regularly interface with impacted residents, businesses and community members at workshops and open houses (such as this public event in Shreveport, LA). These information sessions give us an opportunity to convey complex data or updates face-to-face and answer questions from those affected by ongoing project work. This is just one example of how we make owners successful and help foster positive relationships between owners and the communities they serve.



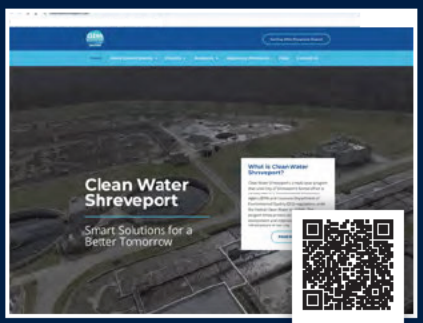
Program manager, Joe Darlington discusses the Clean Water Shreveport Program with the public.

CLEAR, CONCISE COMMUNICATION WITH THE PUBLIC

Examples of project websites we've created to provide consistent communication with the public



Wichita Water Works



Clean Water Shreveport



KC Smart Sewer

Funding Administration & Compliance Tracking

A key factor for successful loan administration is a well-defined document management plan. Typical construction documentation such as Notice of Award letters, Contract Documents, Performance and Payment Bonds, Notices to Proceed, pay applications and change orders are important pieces of documentation for the SRF and WIFIA loan processes. Our funding administration team will compile these items and other required documentation and submit them to funding agencies. We will also support the development of regular reporting to funding agencies as required.

Federal Compliance Reporting | Federal Compliance Reporting is a task that the construction program management team will lead to verify consistent and accurate reporting across all the construction contracts and each of the three WIFIA loans. **Each of the construction engineering teams will play a critical role in this process, as they will be responsible for the following on each construction contract:**

- Work collaboratively with contractors to verify that all required American Iron & Steel certifications have been provided.
- Perform and document quarterly labor force interviews focused on wage rates for each type of labor classification.
- Provide necessary information for monthly and quarterly reports.
- Work collaboratively with contractors to establish apprenticeship hour budgets, complete initial budget forms and track apprenticeship hours on a monthly basis. If necessary, complete and submit apprenticeship waiver request prior to project completion.

The construction engineering team will collaborate with the construction program management team to determine deadlines for all compliance reporting information. This information will be communicated to each construction engineering team, and clear protocols will be established for them to follow.

Constructability/Value Reviews

As a design-build firm, our team can bring many additional benefits to the DPWC as a part of this program. One of these would be having our dedicated water construction team perform constructability reviews of the drawings and specifications prepared by the design engineering team. These reviews would aim to identify potential issues during the design process that may result in change orders during construction if not addressed before bidding. Additionally, our team can perform value reviews. These reviews look at the design from the standpoint of where changes can be made to the design to decrease the overall project cost while not impacting the overall function of the project.

OUR CONSTRUCTION ENGINEERING AND INSPECTION APPROACH

Burns & McDonnell has assembled a robust and highly scalable team to promptly address your water system improvements with local resources and experience. Using our decade-long relationships and innovative ideas, we are primed to help DPWC verify that all work has been completed according to the plans and specifications while keeping each project on schedule and on budget. Our experience providing similar services on other programs like the City of Chicago's Ancillary Sewer Program, the City of Joliet's Water Main Replacement Program and the City of Shreveport's Clean Water Program will allow us to leverage our extensive experience to deliver successful projects for DPWC.

CONSTRUCTION AND PROJECT MANAGEMENT

Trevor McIntyre will serve as Construction Manager (CM) and oversee each of the construction engineering teams assigned to various construction contracts. He brings over 18 years of experience providing construction engineering and management for water utilities in Northeastern Illinois. Trevor has specifically led water main projects ranging in size from 6-inch- to 90-inch diameter using various pipe materials, including DIP, PVC, PCCP, Steel, HDPE and FPVC. Trevor's experience with large-diameter water transmission mains, mixed with his experience in leading large teams on other programs, makes him the ideal person for this role.

Project Meetings

Burns & McDonnell will organize and conduct the preconstruction meetings with the contractor, DPWC and other stakeholders for each project. Burns & McDonnell will organize and conduct weekly progress meetings with the Contractor and DPWC. Meeting agendas and minutes will be prepared and made available electronically. We anticipate that there will be multiple construction contracts, each of which will require separate preconstruction meetings. Where multiple construction projects occur simultaneously and/or a single contractor has multiple construction contracts, we will consolidate weekly progress meetings into blocks on specific days to respect DPWC's time.

Program Collaboration

Collaboration between the construction team, the design team and DPWC staff will be key to delivering a successful program. Our CM will lead this collaboration effort and strive to keep everyone on the same page. With the potential for different contractors and different consultants overseeing said contractors, this collaboration will be critical to the success of each project and the overall program. Specifically, the coordination around tie-in points between the various transmission main contracts and the metering stations will be critical. In addition, our CM will work with the construction program management team to verify that construction engineering teams are following the established protocols for documentation and reporting.

Trevor, Joe and Stephen have all worked together for almost 15 years. Their experience working together and close proximity to each other will make collaboration with the construction engineering teams easy and provide DPWC with the significant benefit of not having to introduce someone new to the program.

Team Resource Management

Managing staffing resources for construction inspection services will be a significant task given the number of contracts and volume of work expected under this program over the next three years. An adequate number of resources will be needed to provide suitable coverage to observe work as it occurs. To demonstrate how important this will be, we have developed a preliminary plan, **as shown in the table on the following page**, to provide the necessary baseline coverage of resident engineers and construction inspectors for the seven anticipated construction contracts during the 2025 calendar year. This staffing plan is adaptive based on the ability to scale up as the number of projects underway increases and then scale down as projects achieve substantial and ultimately final completion in 2027. Additional resources will be required above and beyond this baseline to provide a management structure and oversight, as well as cover specialized work elements for shorter periods of time.

We developed this assuming two full-time field staff, consisting of a resident engineer and an inspector per contract, as a baseline minimum based on our experience in successfully providing similar services for other programs where we can bring best practices to bear for DPWC.

	2025											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Package 1 - Book Road (TW-6-S1)												
Package 2 - 54" (TW-6-S2 & S3)												
Package 4 - 36" (FW-1-S1 & S2)												
Package 5 - 24" (FW-1-S3)												
Package 3 - 16"-24" (FW-1-S4)												
Package 6 - Metering Stations (MS-22)												
Potential Baseline Number of Resident Engineers and Construction Inspectors				2	2	2	4	8	10	12	12	12

Additionally, certain elements of the program—such as the trenchless, cathodic protection systems, environmental restoration and meter stations—may demand a more specialized skillset and dedicated resources for focused periods as construction is fully underway in 2026 and 2027. Allocating resources between contracts may also be needed if activities ramp up on one particular contract relative to the others. Our consolidated program and construction management approach, led by Joe, Stephen and Trevor, is tailored to provide visibility into upcoming work activities to proactively manage this challenge. Whether the construction engineering services are provided by one or multiple firms across the program, we are prepared to support DPWC with efficiently manage staffing requirements and varying resource needs.

CONSTRUCTION ENGINEERING SERVICES

Burns & McDonnell will serve as DPWC's full-time representative for the duration of each construction contract assigned to our construction engineering teams. In this role, we will provide resources to observe and document that all work has been completed in accordance with DPWC, IEPA and WIFIA requirements.

We envision dedicated teams assigned to each construction contract. Reporting to our CM (if selected as the overall Program Manager), we will have one resident engineer (RE) assigned to each construction project. The RE will start each project, and as the contractor mobilizes additional crews to the point where the RE cannot cover all the work, we will add a senior construction inspector to work with each RE. Should additional staff be required, we will pull additional construction inspectors from our pool of inspectors and subconsultants.

Our construction inspectors will be the last to roll onto the projects and the first to roll off as the workload dictates. Our goal is to provide DPWC with the desired level of service while keeping program costs to a minimum. Our construction team is uniquely positioned to manage the staffing needs for DPWC's projects, largely because of our involvement in numerous other ongoing programs where we provide similar services throughout Northeast Illinois. We are able to share resources across all of our programs so that if one project gets delayed, we can shift between assignments to efficiently manage resources and staffing needs.

Team continuity is essential for the success of any project. Team members who have worked together before create higher performing teams as each individual knows what to expect from the others and how they fit into the overall team. The majority of our team has worked together for more than ten years on linear projects and programs in Northeast Illinois. This even extends to our subconsultant partners. We only use teaming partners that we trust, having worked together on other projects and programs. **Our approach to addressing typical construction engineering tasks and activities is provided below.**

Shop Drawings // All shop drawings, samples, guarantees, tests and other submittals will be submitted and logged through Procore. Our team will review the contract documents for compliance and distribute the submittals to all team members. Our construction team will verify that no work begins until all items for the task that have not been approved through the shop drawing process are resolved. For specific shop drawings that require design engineer input, we will collaborate with DPWC to get the designer's feedback. We anticipate that our team will be able to handle the majority of the submittal reviews and are committed to turning most around within seven calendar days of receiving the submittal from the contractor(s).

Requests For Information // Burns & McDonnell will issue necessary interpretations and clarifications of the contract documents through requests for information (RFI) submitted by the contractor through Procore. Should any of the RFIs be more complicated, our team will collaborate with DPWC to get feedback from the design engineer. We anticipate that our construction team will be able to handle the majority of the RFIs and are committed to turning most around within seven calendar days of receiving the RFI from the contractor(s).

Change Orders // Burns & McDonnell will review and analyze contractor claims for differing subsurface and physical conditions and inform DPWC of our determinations. All change orders will be evaluated for overall impact on project budgets, and we will collaborate with the construction program management team to evaluate the impact on the program budget. This will allow our team to make informed recommendations to DPWC regarding change orders while also allowing DPWC to make informed decisions that will impact the program costs.

Daily / Weekly Reports // Our entire construction engineering team has been through the Illinois Department of Transportation Documentation of Contract Quantities training course. We use their guidelines on every project as this enables us to provide consistent documentation across all of our projects regardless of the individual working on said project. We have created standard report forms containing fields for the typical information that needs to be recorded daily through Procore. Doing our daily reports in this fashion helps us standardize how we execute our documentation and makes the reports available to the entire project and program team. At the end of each week, our team will provide a weekly report summarizing the work completed that week and detailing the work activities planned for the following week. We will collaborate with the contractor(s) to provide two-week look-ahead schedules that can be included with each weekly report and posted in Procore for each project.

Red-Lined Drawings // Our team will work with the contractor(s) to maintain a complete set of red-lined construction drawings on-site. These drawings will be red-lined for work completed and utilities encountered at the end of each day. At the completion of the project, these drawings will be provided to the construction program management team so they can coordinate the completion of the Record Drawings for each project.

Our team has had great success on other programs where we have had the contractor(s) collect GPS coordinates of the pipelines as they are installed. The GPS devices are connected to the Client's GIS system, and points come into the GIS when they are shot in the field. After each day, our GIS team connects all of the survey points. In this fashion, the Client can see in real-time how much work is being completed, but the as-built records are also being created on a daily basis. Typically, we recommend surveying the following items: pipe joints, fittings, valves, hydrants, auxiliary valve boxes, existing utilities, etc.



Real-Time Updates: Using GPS coordinates of the pipelines and your GIS system, we can show work progress in real-time.

Contract Quantities // Our construction engineering teams track project quantities daily as a standard practice. In addition, we will meet with the contractor's foreman or superintendent to get an agreement on the quantities of work installed that day. This approach offers two key benefits:

1) Pay applications can be reviewed and approved more promptly since the quantities for that period have already been established.

2) Project closeout is expedited because there are no disputes over final quantities, as these have been agreed upon throughout the project's progression.

Pay Applications // Our construction team will review pay applications with the contractor(s) for compliance with the established procedures for submission, noting particularly the relationship of the payment request to the schedule of values and work completed and take appropriate action for disposition. Following this, our team will forward the recommendation to DPWC for processing. Due to the program's size and the number of contracts, we recommend that DPWC require each contractor to submit a cash flow projection for their project. This will allow the construction program management team to integrate it into a comprehensive program-wide cash flow projection that can be updated as new projects commence. All pay applications will be uploaded through Procore.

Construction Layout // The various contractors will be responsible for the construction layout on each project. Our construction engineering team will periodically review the layout to verify that the horizontal layout of the water transmission main is in accordance with the approved engineering plans. More importantly, we will verify that the vertical layout matches the engineering plans and the laying schedule for the PCCP transmission main. This is particularly important as each stick of PCCP has been designed for the loading that it will be subjected to based on the engineering drawings. A team that understands the intricacies of installing PCCP pipes will be extremely important to this task.

Material Testing // Burns & McDonnell has built a strong partnership with **Michelle Lipinski** and her team at **Rubino Engineering** for over a decade, during which Rubino has provided essential material testing services for our construction projects. This collaboration has resulted in exceptional service for both us and our clients. Our team will work collaboratively with the contractor(s) and Rubino Engineering to arrange for on-site presence as needed for material testing services, including compaction of embankment, Portland cement concrete (flatwork and structural) and hot-mix asphalt. We will review the reports from Rubino Engineering and, when necessary, offer recommendations to DPWC for corrective actions regarding non-compliant work. All material testing reports will be uploaded to Procore.

Record Drawings // Our construction engineering teams will submit the red-lined drawings kept during the construction of each project to the construction program management team at the completion of each project. Once the record drawings have been completed for each project, our team will review the record drawings to verify that all the red-lined comments have been accurately reflected. Any deficiencies will be noted and returned to the construction program management team for correction. This second part of the record drawing process can be simplified with the value-added use of the GPS survey discussed in the previous section on Red-Line Drawings.

Project Closeout // Our construction engineering team will organize the punch list walk for each project with representatives from both the contractor(s) and DPWC. In addition to visual inspections, these walks will involve checking the operation of all valves and fire hydrants, as well as verifying the correct vertical alignment of all valves. After the walk, our team will create a comprehensive punch list for each project and distribute it to the contractor(s) and DPWC through Procore. Once the contractor notifies us that all remaining work is complete, we will conduct a follow-up site walk to confirm all punch list items have been addressed and that no additional work items have developed during the process. We will inform DPWC when all work is finished, and the project is ready for final payment to the contractor.

Correction Period Inspections // For each project, our construction engineering team will collaborate with DPWC to perform an inspection of each completed project during the warranty period. This will help identify any defects that may have developed, allowing us to communicate these to the responsible contractor and facilitate corrective action before the warranty expires. These inspections will be performed by a team member who was involved in that specific project to maintain continuity. Any warranty issues identified will be communicated to the contractor and DPWC via Procore.

QUALITY STANDARDS

Burns & McDonnell has an established quality control program that is implemented on all projects. Joe, Steve and Trevor will be responsible for organizing all aspects of your project's quality control activities, including scheduling the quality control review, assembling review teams, overseeing in-house quality reviews and collaborating with DPWC on your quality control requirements.

PROJECT TEAM

DPWC

PROGRAM SPONSOR
Patrick Clifford, PE

CLIENT SERVICE & PROGRAM MANAGER
Joe Darlington, PE

DEPUTY PROGRAM MANAGER
Stephen Crede

CONSTRUCTION PROGRAM MANAGEMENT SERVICES

PROGRAM INITIATION & TECHNOLOGY
Santosh Bhadule

PROGRAM COST & SCHEDULE CONTROLS
Brennan Cagney, CCP

ASSET DATA MANAGEMENT & GIS REPORTING
Luc Robinett, PE

AGENCY/STAKEHOLDER COLLABORATION
Lori Ferry

PUBLIC ENGAGEMENT & COMMUNICATIONS
Jessica James

FUNDING ADMINISTRATION & COMPLIANCE REPORTING
Ty McGown, PE

CONSTRUCTABILITY/ VALUE REVIEWS
Paul St. Aubyn, PE
Stephen Boden

CONSTRUCTION ENGINEERING/INSPECTION SERVICES

CONSTRUCTION MANAGER | Trevor McIntyre, PE

RESIDENT ENGINEERS AND INSPECTORS
Ed Benesh, PE
Shelli Schweikert, PE
Matt Dunlop
Arno Kandissounon
Colin Campbell
Matthew Swartz, PE
Ben Werner

INSPECTOR POOL
SQN
RGE
EDI
DB Sterlin
APS

SUPPORT SERVICES

TRENCHLESS
Mott MacDonald

CATHODIC PROTECTION
Frank Onesto, CP3

MATERIAL TESTING
Rubino Engineering

SURVEY
DLZ

KEY Prime Consultant Team Members | Subconsultant Team Members

PROJECT TEAM CAPACITY AND CAPABILITY

Our project team members have been selected based on their familiarity with infrastructure similar to the Waterlink Program and technical capabilities. The Construction Program Management team will provide the support services necessary to oversee and control the simultaneous delivery of multiple large-scale projects. We have presented our Construction Engineering/Inspection team with the ability to oversee one or multiple contracts as desired by DPWC. The specific resident engineers and construction inspectors will be determined based on the number and timing of contracts assigned to our team, and the specific requirements of each contract. We look forward to working collaboratively with DPWC to develop a staffing plan aligned with the needs of each specific contract and the overall program.



JOE DARLINGTON PE

CLIENT SERVICE AND PROGRAM MANAGER

ABOUT JOE

Joe is a program manager with 14 years of experience delivering water solutions for utility clients – including developing, implementing and managing capital and utility programs. His skills include planning, identification, evaluation, definition, selection, development and delivery of wastewater and water projects. Joe recently managed a program team delivering a total portfolio of more than $2 billion in water/wastewater projects in Louisiana. He is currently serving as Owner's Advisor on a $1.5 billion Alternative Water Supply Program in the Midwest that includes more than 50 miles of large-diameter water transmission main and three deep rock tunnel installations.

QUALIFICATIONS

Years of Experience: 14

Education: BS, Civil Engineering

Registrations: Professional Engineer (IL, IN, LA)

RELEVANT EXPERIENCE:

- **Clean Water Shreveport** | *Shreveport, LA* | Joe was program manager for the City of Shreveport's effort to mitigate sanitary sewer overflows in response to a federal Consent Decree issued by the USEPA and Department of Justice. He led the delivery of the City's annual capital program, which totaled approximately 20 projects and $50 million annually. Joe was also responsible for planning the overall program design and construction sequencing, scheduling and budget tracking, as well as meeting the City's goals for its $1.3 billion program.
- **Alternative Water Supply Program** | *Joliet, IL* | Joe is serving as owner's advisor responsible for meeting the City's goals and coordination between the City, Program Team and independent review team. He is managing and directing a diverse team of approximately 12 staff in performance of independent technical reviews and quarterly program evaluations. Joe participates in program meetings to provide strategic input for all aspects of program implementation including project/program development, project sequencing, scheduling/budget development, tracking and reporting and program funding. He presents summaries of program evaluations to City and regional water commission working groups including, City Mayors, Managers and Council members.
- **NSMJAWA Move-Illinois Construction Support** | *Elk Grove Village, IL* | Joe served as project engineer supporting Northwest Suburban Municipal Joint Action Water Agency (NSMJAWA) with conflicts related to roadway expansion projects proposed by agencies such as the Illinois Department of Transportation (IDOT) and the Illinois Tollway. NSMJAWA's system is rated to deliver 98-MGD through 58 miles of transmission main ranging from 90- to 16-inch in diameter. Responsibilities include reviewing agency design plans for potential impacts to the transmission mains and providing mitigation strategies including protection with concrete slabs, installation of new casing pipes, or relocation of the transmission main. Responsible also included water modeling of the transmission main system to discover potential impacts on system pressures resulting from water main relocations.
- **Wastewater Treatment Plant Consolidation Program** | *Frankfort, IL* Joe was program manager for the Village of Frankfort's $60 million effort to consolidate wastewater treatment by closing two existing WWTPs and expanding a third regional WWTP. The project includes expansion of the Regional WWTP, abandonment of the North and West WWTPs and construction of three pump stations and several miles of force mains and sanitary sewers to convey flows from the now-abandoned plants to the expanded wastewater treatment plant. Joe was responsible for planning overall program design and construction sequencing, scheduling, budget tracking, design reviews, coordination between design and construction entities, permitting and regulatory coordination, resolution of design and construction issues.



STEPHEN CREDE

DEPUTY PROGRAM MANAGER

ABOUT STEPHEN

Stephen serves as a project manager and oversees our construction management services. He focuses on water, wastewater, stormwater and transportation projects for municipal clients. Stephen has successfully delivered over 30 construction projects in the past 10 years. He has supported the City of Chicago's $175M Ancillary Sewer program and is currently the program manager on the City of Joliet's $600M Water Main Replacement program. He has extensive experience interfacing and coordinating between clients, designers, contractors and project stakeholders, combined with a comprehensive understanding of design and construction.

QUALIFICATIONS

Years of Experience: 25
Education: BS, Civil Engineering

RELEVANT EXPERIENCE:

- **Water Main Replacement Program** | *Joliet, IL* | Stephen serves as program manager. Burns & McDonnell is providing construction engineering services for the City of Joliet's 2024 Water Main Replacement Program and Phase 4 Lead Service Line Replacement contract. The project includes approximately 32 miles of water main, ranging from 6 to 16 inches in diameter.
- **Homewood Water Delivery Progressive Design-Build** | *Homewood, IL* Stephen served as the design manager for the design and construction of an 11 MGD booster pump station, a caustic chemical feed system and nearly 2.5 miles of 30" transmission main to change the Village's water source. The project included two jack and bore installations, environmental coordination for endangered species and extensive permitting. The project was delivered $1.5 million under the Village's budget and will be completed more than six months ahead of schedule.
- **Airlite Water Treatment Plant** | *Elgin, IL* | Stephen was the resident engineer for on upgrade of existing plant from a 5MGD facility to an 8MGD facility. Project included demolition of the existing aeration basin, odor control building, rapid mix basin, both solids contact clarifiers, recarbonation basin, associated site piping and both valve access vaults. Project also included construction of an influent flow metering vault, aeration basin, 2 solids contact clarifiers, a recarbonation basin, associated site piping, valve vaults, a ferric sulfate feed building, an electrical building and required site work. Modifications were made to the existing operations building, specifically, the booster pump room, ammonia storage, dry polymer feed system and hydrofluosilicic acid storage and transfer system.
- **NSMJAWA Move-Illinois Construction Support** | *Elk Grove Village, IL* | Stephen served as construction manager for the review of design plans and construction of the relocation of existing water mains as a part of the Illinois Tollway "Move Illinois" project on I-90. Project included relocation of existing water mains from sizes ranging from 20 inches up to 90 inches as part of the widening of I-90. Project included coordination with the Illinois State Toll Highway Authority (ISTHA), various consultants involved in the design and construction of I-90, various municipalities along the I-90 corridor that NSMJAWA provides water to and various general contractors to verify that the relocation of the existing NSMJAWA water mains were done in accordance with their requirements and that all other construction operations did not adversely impact the existing water mains.
- **Sludge Transfer Mains** | *Elgin, IL* | Stephen served as resident engineer for construction of approximately 12,700 linear feet of 14-inch diameter lime sludge disposal main from Riverside Water Treatment Plant (WTP) to the McLean Avenue Sludge Lagoons and 12,700 linear feet of 8-inch diameter force main from the Fox River Water Reclamation District (FRWRD) South Plant to the North Plant. Project included preparation of plans and specifications, shop drawing review and on-site construction inspection for the main, siting and regulatory support.



TREVOR MCINTYRE PE

CONSTRUCTION MANAGER

ABOUT TREVOR

Trevor McIntyre has 18 years of experience providing construction engineering and has worked on some of our most complex large-diameter water main projects up to 90-inches in diameter, including the $110 million NSMJAWA transmission main relocation under the Illinois Tollway "Move Illinois" program. He is experienced in large-diameter piping, traditional and trenchless installation methods and deep shaft excavations. Trevor currently serves as program manager for the City of Chicago's $175M Ancillary Sewer Program, leading a team of 8 resident engineers and construction inspectors. He is also serving in a leadership role on the $600 Million Joliet Water Main Replacement Program, which includes approximately 30 miles of water main, per year through 2030.

QUALIFICATIONS

Years of Experience: 18

Education: BS, Civil Engineering

Registrations: Professional Engineer (FL, IL)

RELEVANT EXPERIENCE:

- **Water Main Replacement Program** | *Joliet, IL* | Trevor serves as the senior resident engineer for the City of Joliet's Water Main Replacement Program and Phase 4 Lead Service Line Replacement contract, leading a team of 13 resident engineers and construction inspectors. The program includes approximately 30 miles of water main ranging from 6- to 16 inches in diameter per year through 2030. The scope of services includes construction observation and documentation, project controls, construction layout, public relations, GIS support and IEPA SFR Loan Documentation.
- **Ancillary Sewer Program** | *Chicago, IL* | Trevor worked on the City of Chicago's ancillary sewer program, which consists of many small projects throughout the year. As a resident engineer, Trevor's responsibilities include managing day-to-day activities of multiple projects and the various inspectors on each project, assisting the contractor with utility coordination, coordination with City departments and alderman offices, preparation of monthly contractor pay estimates and addressing concerns of residents and businesses.
- **Grid Water Main Replacement** | *Chicago, IL* | Trevor was the project manager for the replacement of existing water main by the City of Chicago in-house construction crews. Project also included the removal and replacement of curb and gutter, sidewalks, driveway aprons, pavement patching, landscape restoration and resurfacing. Project required coordination with various City departments, contractor, local residents and businesses and various utility companies.
- **NSMJAWA Move-Illinois Construction Support** | *Elk Grove Village, IL* | Trevor served as project manager and resident engineer for construction support related to the Illinois Tollway Move-Illinois project along I-90 from I-294 to Beverly Road. NSMJAWA transmission main totaling approximately 16 miles, ranging from 90- to 16-inch in diameter, is located within the Tollway right-of-way. Responsible for providing construction oversight of Tollway contractors and verifying the protection of the NSMJAWA transmission main. Also serving as the NSMJAWA representative providing oversight throughout the relocation of approximately 8 miles of the transmission main, including shop drawing review and field observation.
- **Sludge Transfer Mains** | *Elgin, IL* | Trevor served as resident engineer for design and construction phase services for approximately 11,000 feet of 8-inch-diameter HDPE sludge transfer line from the existing FRWRD southwest interceptor sewer to the Albin D. Pagorski Water Reclamation Facility. The project also includes interconnection of the sludge force main from the West Water Reclamation Facility that terminates at the southwest interceptor at Route 31. Responsibilities included inspection and documentation of the contractor's work, coordination and review of construction submittals and running a weekly construction progress meeting. Project also included bidding assistance.



COLIN CAMPBELL

CONSTRUCTION ENGINEERING STAFF

ABOUT COLIN

Colin is actively involved with all aspects of resident engineering and construction phase services on major construction projects. His experience includes the performance of field inspection and testing of water main, concrete, soils, asphalt and exterior facades on major construction projects.

QUALIFICATIONS

Years of Experience: 28

Education: BS, Geography

RELEVANT EXPERIENCE:

- **Water Main Replacement Program** | *Joliet, IL* | Colin serves as senior inspector for the City of Joliet's Water Main Replacement Program and Phase 4 Lead Service Line Replacement contract. Burns & McDonnell is providing construction engineering services for the City of Joliet's 2024 Water Main Replacement Program and Phase 4 Lead Service Line Replacement contract. The project includes approximately 30 miles of water main ranging from 6- to 16 inches in diameter per year through 2030. The scope of services includes construction observation and documentation, project controls, construction layout, public relations, GIS support and IEPA SFR Loan Documentation.
- **Ancillary Sewer Program** | *Chicago, IL* | For this project, Colin serves as a senior construction inspector tasked with management of various contracts throughout the north, central and southside of the City of Chicago. Colin's tasks include documentation of contract activities, monitoring contractual specifications and coordinating with utilities companies to relocate facilities.
- **NSMJAWA Move-Illinois Construction Support** | *Elk Grove Village, IL* | Colin serves as a resident engineer supporting the NSMJAWA with construction support related to the Illinois Tollway Move-Illinois project along I-90 from I-294 to Beverly Road. The NSMJAWA transmission main, totaling approximately 16 miles, ranging from 90- to 16 inches in diameter, is located within the Tollway right-of-way. As part of the Move-Illinois project, the Tollway is adding a lane of travel in each direction, as well as adding and making improvements to retaining walls, noise walls, drainage and other roadway appurtenances facilitating the relocation of the water main. Colin is responsible for providing construction oversight of Tollway contractors and Utility Companies verifying the protection of the NSMJAWA transmission main. He is also serving as the NSMJAWA representative, providing oversight throughout the relocation of approximately 8 miles of the transmission main, including shop drawing review and field observation.
- **Clean Water Shreveport Program** | *Shreveport, LA* | Colin served as the construction manager tasked with management of the Clean Water Shreveport Critical Infrastructure Construction Projects. Colin managed projects from inception to completion, including initial design review, contractor submittal review, contract administration, construction field coordination and contract close out. He managed Resident Inspection Staff and interfaced with City Staff to facilitate project success. He also hosted weekly meetings with City Staff Inspectors and Program Resident Inspectors on required construction specifications, as well as investigated and resolved existing constituent issues related to previous Phase 1 and 2 Consent Decree Construction Projects.



MATT DUNLOP

CONSTRUCTION ENGINEERING STAFF

ABOUT MATT

Matt has experience in various aspects of both design and construction of water-related projects. His educational background provided him with the knowledge needed to design various project types, including collection, treatment, transmission and distribution. He has experience with water main, storm sewer, sanitary sewer and force main systems projects. Matt holds the interpersonal skills required to communicate and coordinate effectively with the contractor, the residents and the owner. He has the IDOT Documentation Certification necessary to work as an inspector for IDOT projects.

QUALIFICATIONS

Years of Experience: 9

Education: BS, Civil Engineering; BS, Engineering Physics

RELEVANT EXPERIENCE:

- **Joliet Water Main Program** | *Joliet, IL* | Matt is serving as a resident engineer for construction engineering services for approximately 30 miles of water main ranging from 6- to 16 inches in diameter per year through 2030. The scope of services includes construction observation and documentation, project controls, construction layout, public relations, GIS support and IEPA SFR Loan Documentation.
- **Ancillary Sewer Program** | *Chicago, IL* | Matt served as a resident engineer. The work generally includes making connections to the City's arterial sewer mains with cast-in-place structures or manholes and installation of new sewer pipe to residential street right-of-way, at which point City of Chicago In-House Sewer crews continue sewer installation on the residential streets. Associated work includes the installation of tumbling basins, water main support structures, catch basins, drain connections and restoration. Responsibilities include managing the day-to-day activities of multiple projects and the various inspectors on each project, assisting the contractor with utility coordination, coordination with City departments and Alderman offices, preparation of monthly contractor pay estimates and addressing concerns of residents and businesses.
- **Sludge Transfer Main River Crossing** | *Elgin, IL* | Matt served as a resident engineer for the installation of 160 feet of 8-inch HDPE sludge force main within 24-inch welded steel casing via open cut beneath the Fox River. This project completed the final phase of the sludge transfer main, which allows the District to pump sludge from two separate water reclamation facilities to the primary water reclamation facility for treatment. This project included installation of a temporary cofferdam and well point dewatering system to facilitate the open cut installation as well as connection to the previously installed force main inside the water reclamation facility.
- **West Pressure Zone Connectivity** | *Elgin, IL* | Matt worked as a construction inspector on the design of new water transmission mains connecting various locations in the City's West Pressure Zone. He worked on the installation of 5,700 linear ft. of 24-inch diameter ductile iron water transmission main along Coombs Road and U.S. Route 20. Matt's responsibilities also included inspection and documentation of the contractor's work.
- **Isabella Combined Relief Sewer** | *Mount Prospect, IL* | Matt served as a field engineer for the separation of approximately 15,000 ft. of combined sewer in the Isabella Street area via the installation of a relief sewer ranging in size from 12- to 96 inch. For this project, Matt's responsibilities included providing inspection and documentation of the contractor's work. The project required coordination with the Village, additional inspectors, various utility companies, local residents, local businesses, PACE and MWRD.



ARNO KANDISSOUNON

CONSTRUCTION ENGINEERING STAFF

ABOUT ARNO

Arno's experience includes design and construction for water main and sewer projects. Arno has worked in construction management, inspection, documentation, survey and construction staking on various large-scale water programs in Northeast Illinois.

QUALIFICATIONS

Years of Experience: 6

Education: MS, Civil & Environmental Engineering; BS, Civil & Environmental Engineering

RELEVANT EXPERIENCE:

- **Northwest Interconnect** | *Mount Prospect, IL* | Arno served as a resident engineer. Burns & McDonnell is providing engineering services for a new 30-inch transmission main interconnection between three water agencies to reduce a city's reliance on its backup groundwater wells: the Village of Mount Prospect, the Northwest Water Commission and the Northwest Suburban Municipal Joint Action Water Agency. The project includes approximately 1,300 linear feet of 30-inch diameter ductile iron pipe water main, a new meter and a control valve vault.
- **Joliet Water Main Program** | *Joliet, IL* | Arno is serving as a resident engineer for construction engineering services for approximately 30 miles of water main ranging from 6- to 16 inches in diameter per year through 2030. The scope of services includes construction observation and documentation, project controls, construction layout, public relations, GIS support and IEPA SFR Loan Documentation.
- **Ancillary Sewer Program** | *Chicago, IL* | Arno served as a resident engineer on the City's Ancillary Sewer Construction Program. The program consisted of sewer improvements across three construction contracts in Chicago, which covered the North, Central and South regions of the City. The work included replacing existing sewer pipe and structures with larger ones to increase capacity and replace the City's aging infrastructure. This involved extensive coordination with City in-house sewer crews, communication with underground utilities and CTA transit routes.
- **Lord Street Basin Combined Sewer System** | *Elgin, IL* | Arno served as a resident engineer for the design and construction of approximately 17,000 LF of storm sewer in the Lord Street neighborhood for the entire construction project. Established and maintained lines of communication, authority and procedures for coordination among the City, director, design engineer and contractors as needed to carry out the project requirements. Monitored the contractor's work to confirm adequate quality control of the construction work and compliance with the design drawings, specifications and other required regulations.
- **Move Illinois** | *Greater Chicago Area, IL* | Arno served as a resident engineer for replacement of the Northwest Suburban Municipal Joint Action Water Agency (NSMJAWA) cathodic protection system along the I-90 tollway corridor as part of the "Move Illinois" project. Documented construction activities for the installation of the Agency's new cathodic protection system, which included replacement of the systems that were previously damaged. Acted as the Agency's representative to mitigate construction impacts and bring to the attention of the Tollway and its resident engineer measures that are not being taken or need to be taken to protect the Agency's facilities.



ED BENESH PE

CONSTRUCTION ENGINEERING STAFF

ABOUT ED

Ed is a Senior Project Manager with experience in design and construction for watermain, bridge and roadway projects. His experience includes watermain, storm sewer, roadway and bridge rehabilitation and construction. Ed has worked in construction management, inspection, documentation, survey and construction staking on various IDOT, Illinois Tollway, CDOT, Chicago Department of Water Management and Metra projects.

QUALIFICATIONS

Years of Experience: 20

Education: BS, Civil Engineering

Registrations: Professional Engineer (IL)

RELEVANT EXPERIENCE:

- **Joliet Water Main Program** | *Joliet, IL* | Ed is serving as a resident engineer for construction engineering services for approximately 30 miles of water main ranging from 6- to 16 inches in diameter per year through 2030. The scope of services includes construction observation and documentation, project controls, construction layout, public relations, GIS support and IEPA SFR Loan Documentation.
- **ComEd Engineering Quality Assurance** | *Various Locations, IL* | Ed was the construction inspector for civil and structural improvements at substations throughout Northern Illinois. Project includes inspection of foundation elements and observing construction to determine whether the work generally conforms to the plans, specifications and approved submittals. Ed inspected a variety of construction activities, including spread footings, drilled shaft foundations, subgrade preparation, storm sewer, water main and vertical construction of ComEd facilities.
- **Downtown Oak Park Water Main & Sewer Improvements** | *Oak Park, IL* | Ed was project manager for Phase III of the downtown Oak Park water and sewer main improvement project. Improvements include augering and encasing 99 feet of combined sewer and water main under the Union Pacific viaduct, replacement of approximately 1,550 feet of sewer and water main, 750 feet of sewer lining, trenchless spot repairs, roadway restoration, ADA replacement and parkway beautification. Extensive public outreach, utility coordination and construction staging were implemented to limit the impacts to this urban site located next to the train station, high rises and downtown Oak Park.
- **Ancillary Sewer Program** | *Chicago, IL* | Ed served as resident engineer for a sewer improvement program divided into three sections, each with its own contractor and contract documents. Work consists of emergency projects delivered as design-build and projects completed in conjunction with City forces. Improvements include the installation of combined sewers and modification of existing connection structures, sewer structures, drain connections and water mains. Ed managed up to eight inspectors for construction oversite of two thirds of this program. His duties included plan review, utility coordination and public outreach.
- **Water & Sewer Improvements** | *Streamwood, IL* | Ed served as resident engineer providing Phase III services for work on various residential streets. Scope of work included installation of watermain, storm and sanitary sewer installation and sanitary sewer point repairs and incidental construction. Ed served as the Village's liaison to provide daily communication and coordination with residents and the Metropolitan Water Reclamation District of Great Chicago.



SHELLI SCHWEICKERT PE

CONSTRUCTION ENGINEERING STAFF

ABOUT SHELLI

Shelli specializes in the construction management of transportation, infrastructure and public works projects. Her experience includes infrastructure construction management and residential project management. She works closely with the client and contractor to ensure that schedules are met, design changes and change orders are executed promptly and construction is completed in accordance with contract specifications.

QUALIFICATIONS

Years of Experience: 21

Education: BS, Civil Engineering

Registrations: Professional Engineer (IL)

RELEVANT EXPERIENCE:

- **Joliet Water Main Program** | *Joliet, IL* | Shelli is serving as a resident engineer for construction engineering services for approximately 30 miles of water main ranging from 6- to 16 inches in diameter per year through 2030. The scope of services includes construction observation and documentation, project controls, construction layout, public relations, GIS support and IEPA SFR Loan Documentation.
- **West Jane Addams (I-90) Reconstruction** | *Elgin, IL* | Shelli served as resident engineer. Burns & McDonnell served as the corridor construction manager for reconstruction and widening of the Jane Addams Memorial Tollway (I-90) from I-39 to Route 25. The Illinois Tollway divided this 39-mile corridor into more than 40 individual contracts to be constructed over 3 years. Services included utility relocation coordination, schedule and budget monitoring and coordination with adjoining projects. The firm also served as construction manager for 8 miles of the corridor from the Elgin Toll Plaza to Illinois Route 47. Duties included daily site inspection, tracking of quantities, schedule oversight and full Tollway documentation procedures and tracking in Proliance and E-Builder. Shelli was responsible for a team of 15 engineers and technicians, including personnel from five WBE/DBE firms. She served as a liaison between the Illinois Tollway, the contractor, design engineers and local municipalities and residents. She worked with these groups to resolve issues regarding schedule, project budget, field design changes and impact to local communities.
- **I-294 Reconstruction and widening, 95th Street to LaGrange Road** | *Justice, IL* | Shelli served as project manager. This multi-faceted construction project includes the reconstruction and widening of mainline pavement, as well as significant drainage and detention improvements, utility relocation coordination, earthwork including large profile adjustments, erosion and sediment control, five proposed retaining walls, six plan designed noise abatement walls, replacement of the 87th Street and Roberts Road bridges, installation of a new ramp from WB Archer to NB I-294 with construction of an IPDC building alongside the all-electronic toll structure, new roadway lighting, ITS elements and roadway safety appurtenances.
- **I-88 Reagan Tollway Rehabilitation - Annie Glidden Road to IL 56** | *North Aurora, IL* | Shelli served as project manager. This 21.9-mile rehabilitation project includes mill and overlay of all four mainline lanes and reconstruction of the median and outside shoulders, median turnarounds and IL-56 ramp pavement. It entails work on eight mainline bridges, 13 crossroad bridges and nine mainline box culverts, as well as lighting upgrades at the interchanges. Construction on the mainline bridges includes substructure repairs, deck patching and latex overlay at the Blackberry Creek Bridges.

ADDITIONAL PROJECT TEAM MEMBERS

Our construction engineering team is strengthened by a diverse group of skilled professionals, each offering unique backgrounds and experiences. Below is a brief overview of our additional team members, highlighting their qualifications and roles essential to the program's success. Together, we are committed to delivering a successful program for DPWC.



Patrick Clifford, PE | Program Sponsor | Patrick will be responsible for assisting the program manager and DPWC staff in the development and implementation of organizational and operational strategies. Patrick brings his organizational management experience to DPWC, having overseen multiple large programs throughout the country.

Years of Experience | 27
Education | BS, Electrical Engineering
Registrations | Professional Engineer (IL)

PROJECT EXPERIENCE

- **Ancillary Sewer Program** | *Chicago, IL* | Principal-In-Charge
- **Clean Water Shreveport Program** | *Shreveport, LA* | Program Executive
- **Alternative Water Source Program** | *Joliet, IL* | Program Executive



Matthew Swartz, PE | Construction Engineering Staff | Matthew is an environmental engineer with experience in construction oversight for water utilities throughout the Midwest US. Matthew has experience working on construction management and inspection teams, and has successfully resolved conflicts that were discovered in the field. Matthew communicates effectively with the contractor, residents and the owner to support the successful delivery of major projects.

Years of Experience | 8
Education | BS, Civil Engineering
Registrations | Professional Engineer (OH)

PROJECT EXPERIENCE

- **Joliet Water Main Program** | *Joliet, IL* | Inspector
- **$500M NWWF Progressive Design-Build** | *Wichita, KS* | Inspector
- **Emergency Water Supply Interconnect** | *Mount Prospect, IL* | Inspector



Ben Werner | Construction Engineering Staff | Ben is an assistant civil engineer who assists wastewater, stormwater and drinking water clients in the Chicagoland area in managing construction of their respective projects to provide suitable water services to the communities. Projects included new sewer installation, new water main installation, road resurfacing and erosion control. Ben's primary role as an inspector and resident engineer includes managing the scheduling of projects, inspecting/tracking construction work and working with all active parties to solve unexpected changes to plans due to field conditions. Ben has experience performing inspection for the Bonnie Brae Forest Manor Sanitary District Water Main Replacement Projects, the Joliet Water Main Replacement Program and the City of Chicago Ancillary Sewer Program.

Years of Experience | 1
Education | BS, Civil Engineering
Registrations | N/A

PROJECT EXPERIENCE

- **Joliet Water Main Program** | *Joliet, IL* | Inspector
- **Ancillary Sewer Program** | *Chicago, IL* | Inspector
- **Water Main Replacement Program** | *Lockport, IL* | Inspector



Santosh Bhadule | **Program Initiation & Technology** | Santosh is a technical specialist with Esri's ArcGIS Platform, IoT(Internet of Things) Real-time monitoring, Asset Health, Enterprise Asset Management systems and Data Analytics. He has experience managing, developing and implementing enterprise-level systems for clients across various industries. He recently worked on a $4.5B Sewer program where he was responsible for leading program technology and implementation to provide project managers and contract admins insights into their projects to allow for reporting at contract, project and program levels. This involved integrations with multiple enterprise systems like Primavera P6 for schedule data, PeopleSoft for financial data and ESRI ArcGIS for location-based data.

Years of Experience | 27
Education | BS, Computer Engineering
Registrations | PI System Infrastructure Specialist

PROJECT EXPERIENCE

- **Kansas City Smart Sewer Program** | *Kansas City, MO* | Senior Solutions Architect
- **Cityworks PLL Implementation** | *O'Fallon, IL* | Technical Lead
- **Cartegraph Data Migration to CityWorks** | *Independence, MO* | Technical Lead



Brennan Cagney, CCP | **Program Cost & Schedule Controls** | Brennan has significant project controls experience in cost engineering, scheduling, earned value management, risk management and claims analysis. The vast majority of his career has been dedicated to supporting major projects in a consulting or staff augmentation role on the owner's team, including supporting a regulated utilities' major projects group. Brennan has published, presented and provided training on project controls and project management topics.

Years of Experience | 19
Education | BS, Mechanical Engineering
Registrations | Certified Cost Professional (CCP)

PROJECT EXPERIENCE

- **Firewater System EPC** | *Southern, US* | Project Controls Manager
- **Bluff Creek & Ixonia LNG Facility EPC** | *Midwest, US* | Project Controls Manager
- **$920M Major Utility Projects** | *Midwest, US* | Project Cost Engineer



Lori Ferry | **Agency/Stakeholder Collaboration** | Lori is a department manager at Burns & McDonnell, managing a team that handles the execution of natural and cultural resource projects, field studies, permitting, agency coordination and project management. Lori specifically has experience specializing in energy permitting projects, including leading complex, multi-state linear projects. She has extensive experience managing and coordinating environmental components of linear construction projects and experience with Federal Energy Regulatory Commission (FERC) filings, utility commissions, U.S. Army Corps of Engineers (USACE) permitting, U.S. Fish and Wildlife Service (USFWS) consultations and state and local environmental permitting.

Years of Experience | 21
Education | MS, Natural Resources & Environmental Science; BS, Natural Resources & Environmental Science
Registrations | N/A

PROJECT EXPERIENCE

- **65-Mile Natural Gas Pipeline** | *St. Louis, MO* | Environmental lead
- **Traverse City Alpena Reinforcement – 23 miles of 12-inch Natural Gas Transmission Pipeline** | *Traverse City, MI* | Environmental Project Manager
- **15-mile Natural Gas Pipeline** | *West Chester, OH* | Environmental Project Manager



Jessica James | **Public Engagement & Communications** | Jessica develops strategies that help clients communicate their vision and secure support for their programs and projects, including interfacing with the public and press organizations; planning and generating social media and website content; creating project team presentations; planning, hosting and executing special project-related events; and supporting contractor and DBE outreach programs and events. Jessica has led our public engagement on large programs across the country, including Shreveport, LA and Kansas City, MO. She will work with our team and DPWC to develop a public engagement plan that will meet the DPWC's needs and can be easily adapted as the Program changes.

Years of Experience | 18
Education | MS, Journalism & Marketing Communication; BS, Organizational Leadership
Registrations | N/A

PROJECT EXPERIENCE

- **Homewood Water Delivery Progressive Design-Build** | *Homewood, IL* | Public Engagement and Communications
- **$500M NWWF Progressive Design-Build** | *Wichita, KS* | Public Engagement and Communications
- **Kansas City Smart Sewer Program** | *Kansas City, MO* | Public Engagement and Communications



Ty McGown, PE | Funding Administration & Compliance Reporting | Ty is a chemical engineer for Burns & McDonnell. In this role, Ty provides water and wastewater treatment services to numerous organizations in multiple municipalities and industries. He has extensive experience in long-term planning, conditions assessments, design-build construction, operations and capital projects, including chemical feed, membrane treatment, conventional treatment and advanced oxidation processes. As project manager for the initial phase of the Northwest Water Treatment Facility (NWWTF), Ty led teams to develop a conceptual design of the facility and generate preliminary technical documents, including a Letter of Interest (LOI) for federal project funding.

Years of Experience | 17
Education | MS, Chemical Engineering; BS, Chemical Engineering
Registrations | Professional Engineer (AR, KS, OK)

PROJECT EXPERIENCE

- **Wichita BOR Funding** | *Wichita, KS* | Project Manager
- **$500M NWWF Progressive Design-Build** | *Wichita, KS* | Designer of Record
- **New West End WTP & Transmission Main Design** | *Billings, MT* | Design Advisor/Support



Paul St. Aubyn, PE | Constructability/Value Engineering | Paul has 16 years of design, construction and project management experience, with numerous projects for the DuPage Water Commission. He was the deputy project manager for the planning, design and construction of the Karegnondi Water Authority (KWA) drinking water system, which included an intake in Lake Huron, approximately 68 miles of transmission main (66-inch diameter, 60-inch diameter and 36-inch diameter), pumping stations, reservoirs and water treatment plant. One of Paul's roles was to review construction change orders and provide cost analyses for numerous pipeline contracts.

Years of Experience | 16
Education | BS, Civil and Environmental Engineering; BS, Liberal Arts Engineering
Registrations | Professional Engineer (IL, MI)

PROJECT EXPERIENCE

- **Emergency Water Supply Interconnect** | *Mount Prospect, IL* | Project Manager
- **TW-3/17 West Transmission Main to Bartlett (DPWC)** | *Bartlett, IL* | Deputy Project Manager and Lead Project Engineer
- **BTM-1/20 (DPWC)** | *DuPage County, IL* | Project Manager and Lead Engineer
- **Alternative Water Source Program** | *Joliet, IL* | Assistant Project Manager

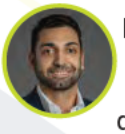


Stephen Boden | Constructability/Value Engineering | Stephen's responsibilities include team project management on design-build projects, project oversight, maintenance of budgets and schedules, development of cost estimates, equipment procurement, subcontractor coordination and health and safety programs. He has experience in traditional design-bid-build project delivery methods, as well as design-build and other alternative delivery mechanisms.

Years of Experience | 23
Education | BS, Business Administration
Registrations | N/A

PROJECT EXPERIENCE

- **Homewood Water Delivery Progressive Design-Build** | *Homewood, IL* | Design-Build Manager
- **Emergency Water Supply Interconnect** | *Mount Prospect, IL* | Constructability Reviews
- **$175M Delta Water Supply Project*** | *Stockton, CA* | Construction Manager



Frank Onesto, CP3 | Cathodic Protection | Frank has 10 years of experience specializing in corrosion control and integrity. He is skilled in designing cathodic protection and AC mitigation systems, as well as field surveys and inspections to assess pipeline integrity, stray current interference and cathodic protection system effectiveness. He has completed over 200 AC mitigation projects using SES Right-of-Way Pro software. Frank is a NACE-certified Cathodic Protection Technologist (CP3) and has extensive experience with distributed and remote galvanic/impressed current systems for buried pipelines and storage tanks. His experience includes stray DC current investigations, electrical isolation analysis and corrosion rate assessments.

Years of Experience | 10
Education | BS, Mechanical Engineering
Registrations | CP3

PROJECT EXPERIENCE

- **Emergency Water Supply Interconnect** | *Mount Prospect, IL* | Cathodic Protection
- **Condition Assessment** | *Des Plaines, IL* | Cathodic Protection
- **Cathodic Protection Support Services (Non-Tollway)** | *NSMJAWA* | Cathodic Protection
- **Corrosion Leak Study – Phase 1** | *Central Lake County Joint Action Water Agency (CLCJAWA)* | Cathodic Protection
- **Phase 1A Soil Corrosivity Study** | *Wilmette, IL* | Cathodic Protection

Burns & McDonnell Engineering Company, Inc.
1431 Opus Place, Suite 400
Downers Grove, IL 60515

DUPAGE WATER COMMISSION

WATERLINK PROGRAM MANAGEMENT AND CONSTRUCTION ENGINEERING FOR TW-6/25 – SECTION 3 SCOPE OF SERVICES

(Updated June 10, 2025)

Consultant:	Burns & McDonnell Engineering Company, Inc.
Commission:	DuPage Water Commission
Project:	WaterLink Program
Contract Period:	Task Series 1000 – May 1, 2025 to April 30, 2026
	Task Series 2000 – May 1, 2025 to April 30, 2026
	Task Series 4000 – November 3, 2025 to November 3, 2027

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General

The DuPage Water Commission (Commission) is a unit of local government existing and operating under the State of Illinois Water Commission Act of 1985. The Commission is responsible for the financing, construction, acquisition, and operation of a water system to provide Lake Michigan water supply to municipal and private-utility customers in DuPage, Cook, and Will counties. The DuPage Water Commission currently provides water to 30 entities. In 2022, legislation was amended to permit the DuPage Water Commission to extend service to additional areas in Kendall and Kane counties. This legislation was the result of the 2021 selection of the DuPage Water Commission as the preferred source of Lake Michigan water to the municipalities of Montgomery, Oswego, and Yorkville, also known as the "WaterLink Communities".

The Commission intends to provide Lake Michigan drinking water to the WaterLink Communities through a singular point of connection to the Commission's existing 48-inch diameter transmission main at Book Road and 75th Street in Naperville via a transmission main and network of smaller diameter distribution mains. A total of seven delivery structures (three for Oswego, two for Montgomery and two for Yorkville) will be fed by approximately 32 miles of pipeline, ranging from 54" to 16" in diameter. Pipeline materials may consist of Prestressed Concrete Cylinder Pipe (PCCP), Steel Pipe and Ductile Iron Pipe. Construction will also include tunneling, river crossings, highway crossings, deep excavation, jack-and-bore, construction of remote-operated valves and impressed and passive cathodic protection services. Significant portions of the project will be within a ComEd right of way (ROW) and may be impacted by wetlands.

The design and construction of the WaterLink Program will be managed by the Commission and funded by the WaterLink Communities. Funding sources will likely include local funds, Congressionally Directed Spending (CDS) funds, and Water Infrastructure Finance and Innovation Act (WIFIA) funds.

Program Elements. The construction phase will be split into separate bid packages, with 5-7 bid packages associated with pipeline installation and another to address the installation of all meter stations as summarized below.

- **TW-6/25 – Section 1:** Approximately 16,300 linear feet of 54-inch diameter water transmission main in the Book Road right-of-way.
- **TW-6/25 – Section 2:** Approximately 29,900 linear feet of 54-inch diameter water transmission main in ComEd right-of-way.

- **TW-6/25 – Section 3:** Approximately 28,200 linear feet of 54-inch diameter water transmission main in ComEd right-of-way.
- **FW-1/25 – Section 1:** Approximately 27,700 linear feet of 36-inch diameter water transmission main.
- **FW-1/25 – Section 2:** Approximately 19,300 linear feet of 36-inch diameter water transmission main.
- **FW-1/25 – Section 3:** Approximately 20,300 linear feet of 24-inch diameter water transmission main.
- **FW-1/25 – Section 4:** Approximately 20,400 linear feet of 20- to 24-inch diameter water transmission main in various locations prior to the meter stations.
- **Meter Stations:** Seven (7) meter stations.

Other Consultants and Contractors. The Commission has or will retain other consultants and contractors to provide services or perform work for the WaterLink Program, as described below.

- A team of engineering firms consisting of Lockwood Andrews, and Neuman (LAN), Robinson Engineering, and Stanley Consultants (Design Engineering Consultant) is providing preliminary and final design engineering services for the WaterLink Program.
- LAN will serve as the Commission's Technical Advisor to provide engineering services during construction, including the review of submittals, shop drawings, requests for information (RFI), etc. as requested.
- Robinson Engineering will perform construction layout and staking.
- Waterwell has developed a public outreach strategy document.
- The Commission has engaged support for legal services.
- Multiple consultants (Construction Engineering Consultants) will provide construction engineering services for individual WaterLink program contracts. Anticipated assignments are as follows:
    - TW-6/25 – Section 1: Burns & McDonnell (scope of services described in Task Order No. 5 under Task Series 3000)
    - TW-6/25 – Section 2: Bowman Consulting Group Ltd.
    - TW-6/25 – Section 3: Burns & McDonnell (scope of services described herein under Task Series 4000)
    - FW-1/25 – Section 1: Christopher B. Burke Engineering Ltd.
    - FW-1/25 – Section 2: Christopher B. Burke Engineering Ltd.
    - FW-1/25 – Section 3: Stanley Consultants
    - FW-1/25 – Section 4: Stanley Consultants
    - Meter Stations: Stanley Consultants
- It is anticipated that the Commission will engage contractors (Construction Contractors) through a public bidding process to construct the individual WaterLink contracts.

Summary of Status. The Design Engineering Consultant has progressed the design of the WaterLink bid packages. Bid Package 1 (Book Rd) has been issued for bid (May 2025) with the other bid packages following approximately every month from September to November 2025. WaterLink pipeline and meter station construction is currently scheduled to occur from July 2025 through February 2028, with commissioning completed by mid-2028. Lake Michigan water is scheduled to be delivered to the WaterLink communities as follows: Oswego/Yorkville by May 1, 2028 and Montgomery by May 1, 2030.

The Project. Burns & McDonnell Engineering Co., Inc. (Consultant) will act as the Commission's Construction Program Manager to provide staff resources to assist the Commission in the delivery of initiatives, activities, and tasks associated with the WaterLink Program as defined in this Scope of Services. Under this Task Order, the Commission has requested that Consultant support its WaterLink Program in the areas of program management, construction administration, and construction engineering services for TW-6/25 – Section 3. Due to the nature of Commission needs over the term of this contract, certain work tasks, products or activities may change or extend this Scope of Services as mutually agreed upon by the Commission and Consultant.

Consultant will work collaboratively with the Commission and others under contract to the Commission to support implementation of the WaterLink Program. The Design Engineering Consultant has the sole responsibility for the design and Construction Contractors have the sole responsibility for construction of the WaterLink Program. The Commission will look solely to the Design Engineering Consultant or Construction Contractors or other third party for any deficiencies or defects in the work or work product. The Commission will provide a waiver for any claims or liabilities arising out of or related to any third-party work or work product. The Consultant will be acting as an agent and extension of Commission; review comments by Consultant will be provided as opinions for Commission's consideration, decision, and action. Consultant is not expected to validate or confirm the accuracy, adequacy, completeness or suitability of any third-party' work or work product. Should Consultant discover anything in the work product that causes Consultant to be concerned about the function, safety or suitability of the work or work product, Consultant will notify Commission; however, Consultant is not under a duty to discover all discrepancies, ambiguities, defects, or issues with any third-party work or work product. It is also understood that Consultant does not assume any responsibility for the accuracy and completeness of data and/or documents prepared by others, or for defects, omissions, departures from contractual requirements, or breach of performance of others working on the WaterLink Program. It is further understood that Consultant will assist the Commission in its efforts to implement the WaterLink Program, but that Consultant's services are not intended to, and cannot, eliminate all risk or guarantee an efficient or best value program and/or project.

Contract Renewal. Absent a major change in program scope, and predicated on continued satisfactory performance of Consultant, the Agreement will continue to be extended by additional Task Orders or Amendments based on mutual agreement regarding scope of services, staffing, and financial terms for each subsequent extension. Determination of the specific tasks necessary for each Task Order or Amendment will be agreed to by the Commission and Consultant prior to the beginning of each extension, subject to approval by the Commission's Governing Authorities.

The Consultant was previously authorized to provide Task Series 0000 – WaterLink Initiation and Task Series 3000 – Construction Engineering Services for Bid Package 1 (Book Rd) under Task Order No. 5. Task Series 0000 services were initially anticipated to be provided during the period of

January 16 to April 30, 2025, but have continued to be provided since April 30, 2025 using available funds under Task Order No. 5. Services described under Task Series 1000 – WaterLink Programmatic Activities and Task Series 2000 – Construction Administration herein are expected to be provided from the date of approval of this Task Order to April 30, 2026. Services described under Task Series 4000 – Construction Engineering for TW6/25 Section 3 are expected to be provided for the duration of the TW-6/25 – Section 3 contract (currently expected to be November 3, 2025 to November 3, 2027), subject to qualifications and clarifications regarding the project schedule. It is expected that an additional Task Order or Amendment will be mutually agreed to and executed in approximately April 2026 for the provision of services under Task Series 1000 – WaterLink Programmatic Activities and Task Series 2000 – Construction Administration for the period of May 1, 2026 to April 30, 2027 or later. Future Task Orders or Amendments for services beyond April 30, 2027 are expected.

Additional Services. It is understood that due to the unknown and changing nature of needs within the Commission over the term of this Agreement, that the types of Consultant services necessary to support activities of the WaterLink Program may be changed, modified, or extended beyond the areas defined in Basic Services. Only major tasks have been captured in Basic Services. It is envisioned that over the course of the program, the Commission may require support on other initiatives and tasks. At the discretion of the Commission, and during the completion of the professional services defined in this Agreement, Consultant may be requested to provide additional Commission-authorized services under a future Task Order or Amendment to this Agreement.

Basic Services

The Basic Services to be provided by Consultant may include those services described below and organized under the following Task Series:

TASK SERIES 0000 – [RESERVED] Not Included Herein: Described in Task Order No. 5
TASK SERIES 1000 – WaterLink Programmatic Activities
TASK SERIES 2000 – Construction Administration
TASK SERIES 3000 – [RESERVED] Not Included Herein: Described in Task Order No. 5
TASK SERIES 4000 – Construction Engineering for TW-6/25 – Section 3

Task Series 0000 – [RESERVED]

[NOT INCLUDED HEREIN; DESCRIBED IN TASK ORDER NO. 5.]

Task Series 1000 – WaterLink Programmatic Activities

The Consultant will direct and oversee the implementation of the WaterLink Program in accordance with organizational and operational strategies developed through Task Series 0000 described in Task Order No. 5.

Task 1010 – Program Management and Administration

The Consultant will provide guidance and recommendations to the Commission for program management activities for WaterLink Program, including but not limited to strategic planning; implementation of capital projects; program and project controls management, tracking, trending, and reporting; and general administration of the program, as described below.

A. The Consultant will provide management personnel presented herein to support an integrated team of Commission staff and Consultant staff, along with staff from other consultants under contract to the Commission, in the implementation of the WaterLink program. The Consultant will manage its staff and its sub-consultants, subject to Commission's approval.

   i. **Program Manager.** Provide a Program Manager to oversee the program in terms of integrated Consultant staffing and assignment of resources necessary to support the Commission's program objectives and to provide strategic guidance regarding the program to the Commission and Consultant leadership team. The Program Manager may support various program initiatives, activities, or tasks as needed or as requested by the Commission. The Program Manager will also attend Commission meetings, public meetings, and public hearings when information regarding the WaterLink Program is presented.

   ii. **Consultant Staff Positions.** The Consultant will maintain an organizational chart and team staffing plan that describes the focus area of each program task series and function. Consultant staff resources that may be provided to support the delivery of program management services are listed below. It is anticipated that support staff will support program functions for short-term or extended assignments on an as needed or full-time basis.

      1) Program Controls Manager
      2) Program Controls Specialists
      3) Data and Document Management Specialists
      4) Program Coordinators
      5) GIS Analysts
      6) Communications Specialists

B. Participate in the following regular workshops and meetings to establish requirements, develop a collaborative environment, maintain team alignment, and provide updates for the WaterLink Program.

   i. **WaterLink Program Review Meeting (Monthly):** Consultant Program Manager, Deputy Program Manager, Program Controls Manager, Construction Administrator, and other program support staff, as necessary, will participate in a formal review of program progress with the Commission.

   ii. **WaterLink Program Status Updates to the Commission (Quarterly):** Consultant Program Manager and other program support staff, as necessary, will prepare presentation materials and participate in updates at Commission Board of Commissioners meetings.

   iii. **WaterLink Program Status Updates to the WaterLink Communities (Quarterly):** Consultant Program Manager and other program support staff, as necessary, will prepare presentation materials and participate in updates at meetings with each of the WaterLink Communities.

C. Prepare a scope, budget, schedule, and agreement for Consultant's subconsultants involved in the Project. Conduct meetings as required to prepare subconsultant agreements; review services, work products, and deliverables; and to execute defined scope of work. Provide administration of subconsultant agreements including review of services, work products, and deliverables; subconsultant invoices; and schedule maintenance.

D. Monthly Invoicing, Progress Reporting, and Documentation
    i. Prepare and issue monthly invoices for services rendered with supporting cost backup in accordance with the payment application requirements defined in this Agreement.
    ii. Document and present key program activities, strategies, and initiatives. Items requiring Commission approval and/or concurrence will be submitted to the Commission for review. The Consultant will proceed with those activities upon receipt of written direction from the Commission.

Task 1020 – Program/Project Controls and Reporting

The Consultant will monitor and track WaterLink program projects, and report both program and project specific financial and schedule information as described below.

A. Program Financials
    i. Establish and implement the WaterLink Program budget for scheduled projects.
    ii. Present and discuss WaterLink financials with the Commission.
    iii. Provide projections of capital costs for the overall WaterLink Program.
    iv. Update future WaterLink Program project budgets and provide updated program cost projections to Commission as appropriate based on cost trends, updated budgetary unit costs, and revised project scopes of work.
    v. Process all invoices associated with the WaterLink Program.

B. Program Schedule
    i. Establish and maintain a Primavera P6 program-level schedule which includes project level schedule information for the overall WaterLink Program.
    ii. Monitor the implementation of WaterLink Program projects, including the start of new projects, the status of project schedules, report project schedule variances, and forecast project completions.
    iii. Work collaboratively with the Design Engineering Consultant and Commission's contractors to integrate project milestones into an overall program schedule.

C. Document Administration and Controls:
    i. Establish and maintain a document control solution for scheduled projects using Procore, the project management information system (PMIS).
    ii. Manage access permissions for all documents based on roles assigned in the PMIS and monitor the implementation of WaterLink document administration.
    iii. Work collaboratively with WaterLink participants to administer document controls.

D. Reporting:
    i. Track and report on WaterLink Program projects and overall program progress.

ii. Provide and maintain a program status summary dashboard to track the status of all active WaterLink Program contracts utilizing schedule data, project budget and actual cost data.

E. Training and Support:
   i. Lead meetings with new consultants and/or contractors as they come onboard the WaterLink Program to review requirements, processes, and procedures for program controls.
   ii. Provide training and support regarding the processes, procedures, and tools for document management and schedule updates.

The budget includes costs for twelve (12) months of licensing for PMIS solutions as shown in the table below. The fees will be billed to the Commission as a lump sum on the first invoice for this Task Order.

Tool	Description	Cost
Procore (Unlimited users)	Cost and document management	$80,000
Primavera P6 (1 user)	Schedule management	$2,000
Total		**$82,000**

Task 1030 – Asset Data Management & GIS Reporting

The Consultant will provide the following services related to asset data management and GIS reporting:

A. Maintain and update the following ArcGIS Online web-based dashboards and mobile applications.
   i. Transmission/Distribution Main Installation Progress
   ii. Crew Locations
   iii. Community Concerns

B. Monitor that Construction Contractors are collecting GPS coordinates.

C. Connect GIS linework based on GPS coordinates collected by Construction Contractors in the GIS.

D. Develop a GIS Data Collection Training Manual for Contractor's reference.

E. Provide periodic training and support to Construction Contractors regarding the process for collecting GPS coordinates and uploading the data to the Commission's ArcGIS Online environment.

It is assumed that each Construction Contractor will be responsible for providing GPS units to collect GPS coordination of the water main and appurtenances as they are being installed, as well as uploading this data in real time to the Commission's ArcGIS Online environment. It is also

assumed that the Commission will develop the easement limits for the WaterLink Program in GIS and provide the complete data to Consultant so the data can be displayed in the GIS dashboards and mobile applications.

Task 1040 – Agency / Stakeholder Collaboration

The Consultant will monitor and track the status of information related to environmental and construction permits for WaterLink Program projects and collaboration efforts as described below.

A. Maintain a database of information related to the status of environmental and construction permits for the WaterLink Program.

B. Prepare monthly updates on the status of regulatory, environmental, and permitting activities associated with the construction phase of program delivery.

C. Identify the need for strategic high-level outreach by the Commission to permit and/or regulatory agencies with the potential to significantly impact the progress of the overall WaterLink Program.

D. Initiate contact and participate in meetings with agencies to discuss the status of environmental, regulatory, and construction permitting activities.

Task 1050 – Public Engagement and Communications

The Consultant will develop and implement communication strategies and tactics to assist the Commission with building trust and fostering communication with those impacted by the WaterLink Program.

A. Finalize a Program Communications Plan to provide structure and guidance to WaterLink outreach and communications efforts. The plan will include program messaging, key audiences, communications/outreach tactics and metrics for success. Implement the communications/outreach tactics defined in the Plan.

B. Support WaterLink communication and outreach by implementing a suite of digital tactics and tools including:
   i. Squarespace—a website will be designed, implemented, and managed on the Squarespace platform to serve as hub for all WaterLink communications and outreach information.
   ii. Social Pinpoint—this interactive online tool will be used to communicate project impacts to the public. The tool is both desktop and mobile friendly and provides real-time updates on construction impacts. Additionally, WaterLink communities can easily reshare information provided on Social Pinpoint with their constituents.
   iii. MailChimp—Once the program moves into construction, this online newsletter tool will be implemented to draft and distribute construction updates to the public, WaterLink communities and key stakeholders. These updates will be distributed at a cadence to be determined through subsequent discussions with the Commission.

C. Develop for the Commission's review and approval an Annual Report for distribution to the general public highlighting major WaterLink accomplishments and upcoming activities.

D. Manage and track stakeholder engagement throughout the duration of the Program in direct communication with the Construction Administration Team.

The budget includes printing costs and twelve (12) months of website and software fees as shown in the table below.

Category / Tool	Description	Annual Cost
Square Space (Unlimited users)	Website management and hosting platform. Project email is also managed and hosted through Square Space.	$375
Social Pinpoint (Unlimited users)	Online mapping and engagement tool.	$3,300
MailChimp	Online tool used for construction updates and managing stakeholder contact information.	$325 (15,000 contacts + 180,000 emails/month)
Printing	Allocation for printing paper copy materials.	$5,500
Total	--	**$9,500**

It is assumed that the Consultant's public engagement and communications services will focus on activities directly related to the WaterLink Program. Activities with a broader focus, such as efforts by the Commission to promote awareness about its services or general drinking water, including but not limited to planning or participation in educational events or festivals; school or classroom engagement beyond one (1) program groundbreaking; tours or fieldtrips; or development of general educational materials; are not contemplated under this Task Order but could be provided as an Additional Service at the request of the Commission.

Task 1060 – Funding Administration & Compliance Tracking

Consultant will provide funding administration and compliance tracking services related to the USEPA WIFIA loan being used by the WaterLink communities to fund the program, as described below. It is understood that three (3) separate WIFIA loans will be used to fund the WaterLink Program. Support for other funding sources can be provided as Additional Services. Support related to audits by USEPA related to the WIFIA loans can be provided as Additional Services. All documents will be prepared for the Commission's approval/signature and then submitted to USEPA.

A. Participate in quarterly virtual meetings with the USEPA WIFIA team to discuss the status of the WaterLink WIFIA loans.

B. Compile documentation associated with project initiation and project closeout.

C. Compile quarterly construction monitoring reports.

D. Compile documentation for eligible project costs as the basis for loan disbursements

E. Prepare annual reports required under the WIFIA loan agreements.

F. Compile AIS documentation based on information provided by contractors.

Task 1070 – Team Collaboration and Partnering

Consultant will support the Commission's efforts to establish, develop, and maintain a collaborative environment for stakeholders involved in the WaterLink Program as follows:

A. Host one (1) virtual meeting with Consultant's Partnering Facilitator and the Commission to review key concerns, risks, and opportunities unique to the WaterLink Program, review the partnering process and develop a focused, specific agenda for the Partnering Session.

B. Conduct one (1) in-person half-day to full-day Partnering Session, led by Consultant's Partnering Facilitator, with participation by the Commission, Construction Contractors, and Construction Engineering Consultants to review the WaterLink Program charter and objectives, strategies, and critical success factors.

Task Series 2000 – Construction Administration and Materials Testing

The Consultant will provide construction administration and materials testing services as described below.

Task 2010 – Construction Administration Team

The Consultant will provide a Construction Administration Team (CAT) consisting of a Construction Administration Manager (CAM), with periodic support from a Deputy Program Manager (DPM) and other staff, responsible for the monitoring of the construction engineering services performed for the WaterLink Program as outlined below. The focus of Consultant's Construction Administration (CA) services is to support the establishment of a collaborative structure and environment for the team of other consultants working under contract with the Commission to provide construction engineering services for individual WaterLink Program contracts. It is expected that the other consultants providing construction engineering services for individual WaterLink Program contracts will be the primary point of contact with the Construction Contractor for the assigned contract.

A. Support the Commission's planning and organization of the assignments of Construction Engineering Consultants working under contract with the Commission.

B. Support the Commission's review of proposals and scopes of services developed by Construction Engineering Consultants.

C. Support the Commission's observation and monitoring of the Construction Engineering Consultants to assess their staffing resources and the completion of their scope of services.

D. Participate in construction meetings as summarized below:

   i. Pre-construction meetings for each WaterLink contract.
   ii. Weekly construction progress meetings with the Construction Contractor and the Construction Engineering Consultant.

iii. Monthly project schedule and progress payment reviews with the Construction Contractor and the Construction Engineering Consultant.
iv. Monthly meetings with the Construction Engineering Consultants to review program progress.
v. Meetings with the Construction Engineering Consultants and the Design Engineering Consultant to consider design changes, as needed, related to the design intent.
vi. Other meetings and workshops as necessary to discuss and support the resolution of issues relating to the work.

E. Support the administration and monitoring of construction submittals or Requests for Information (RFI) as requested by the Commission or Construction Engineering Consultant(s).

F. Support the review of Pay Applications and Change Orders.

G. Confirm that Contractor's required construction and Construction Engineering Consultant's daily construction reports have been logged into the PMIS.

H. Track Non-Conformance Reports from identification through resolution.

I. Seek the early identification of potential claims. Investigate the extent and value based on information available to the Consultant.

J. Participate in the observation and monitoring of start-up and commissioning activities.

K. Participate in project closeout efforts such as punch-list development and document compilation and turnover.

The Consultant's budget includes time for the CAM budgeted for a maximum of 50 hours per week at 27 weeks (135 days). The DPM is budgeted for 10 hours per week for 52 weeks (260 days). Any time above these budgeted amounts will be tracked on a time and material basis. As the budget is expended, funds under Additional Services will be used, or a Task Order or Amendment will be prepared for processing by the Commission, to add additional budget to cover the remainder of the Project.

Task 2020 – Material Testing

The Consultant will provide materials testing through a subconsultant (Rubino Engineering) for portland cement concrete, hot-mix asphalt, flowable fill or CLSM, tunnel grout and compaction of backfill materials. The testing services will be available for use on all WaterLink contracts. As part of this, Consultant will:

A. Develop a protocol providing guidance on the use of materials testing services.

B. Provide a point of contact for scheduling materials testing services.

C. Confirm that materials testing documentation have been uploaded to Procore by the Construction Engineering Consultants.

The Consultant's budget includes an allowance for materials testing of $1,000,000 and time for the management and scheduling of the materials testing effort. A Materials Testing Scheduler is budgeted for 16 hours per week for 13 weeks (65 days). Any materials testing needs above these budgeted amounts will be tracked on a time and material basis. As the budget is expended, funds under Additional Services will be used, or a Task Order or Amendment will be prepared for processing by the Commission, to add additional budget.

Task Series 3000 – [RESERVED]

[NOT INCLUDED HEREIN; DESCRIBED IN TASK ORDER NO. 5]

Task Series 4000 – Construction Engineering for TW-6/25 – Section 3

Consultant will provide construction engineering for TW-6/25 – Section 3, hereafter referred to as "the Project" under this Task Series 4000. Services anticipated to be provided are described below. It is anticipated that activity will occur on Task Series 4000 from November 3, 2025 to November 3, 2027 per the LAN schedule included in the Commission's May 15, 2025 Board meeting packet.

Task 4010 – Project Management Services

The Consultant will work with the Program Management Office (PMO) and Commission to provide the necessary monitoring and reporting for the Project status and progress. The Consultant's Construction Manager will be the primary liaison with the PMO and the Commission and lead an integrated team of construction/engineering staff. Services anticipated to be provided include:

A. Meetings – Consultant will attend in-person meetings as follows:
    i. Monthly WaterLink Program status meetings with the PMO and Commission.
    ii. Weekly meetings with the PMO, Commission, and other Construction Engineering Consultants to discuss overall construction issues related to the WaterLink Program.
    iii. Weekly construction progress meetings with the PMO, Commission, and Construction Contractor regarding the Project.

B. Project Status Updates – Consultant will provide the PMO and Commission with weekly progress reports providing updates on the work completed that week and projected for the following week on the Project.

C. Monthly Invoicing, Reporting and Documentation – Consultant will provide project administration for services completed for this Project. Prepare and issue monthly invoices for services rendered with supporting cost backup and documentation in accordance with the payment procedures defined in this Agreement. Furnish to PMO and Commission one report each month containing a status summary with monthly invoices. Key activities, initiatives, and items requiring Commission action, approval, and/or concurrence will be documented.

D. Project Schedules – Consultant will review the preliminary project schedule submitted by the Construction Contractor for the pre-construction meeting. Consultant will collaborate with the PMO to obtain their comments on the preliminary schedule as well. Review

comments will be returned to the Construction Contractor. This schedule will be reviewed monthly to identify potential areas of concern and discuss recovery plans. The Construction Contractor will be required to provide two-week look-ahead schedules for each weekly construction progress meeting.

E. Data Management – Consultant will utilize Procore for data management for the Project including meeting minutes, RFIs, shop drawings, schedules, O&M manuals, construction documents, change orders, pay applications, weekly/daily reports, etc.

F. WIFIA Loan Documentation – Consultant will assist the PMO with information for the Project to support the preparation and submittal of required documentation associated with project initiation, project reporting and project closeout. These efforts will include:

- Provide information for quarterly WIFIA construction progress reports such as project status, percent complete and costs incurred.
- Compile AIS documentation submitted by the Construction Contractor and participate in USEPA AIS audits as needed.
- Perform quarterly project-site Davis-Bacon interviews and complete interview form.
- Confirm WIFIA signage is visible on sight.
- Participate in meetings with the WIFIA team.
- Prepare quarterly apprenticeship reports based on information provided by the Construction Contractor.

G. Subconsultant Coordination: Prepare scope, budget, schedule, and agreement for Consultant's subconsultants. Conduct meetings as required to prepare subconsultant agreements; review professional services, work products, and deliverables; and to execute the defined scope of work. Provide administration of subconsultant agreements including review of services, work products, and deliverables; subconsultant invoices; and schedule maintenance.

Task 4020 – Pre-Construction Meeting

The Consultant will initiate and lead a preconstruction meeting for the Project. The Construction Contractor will be expected to present a list of proposed subcontracts, emergency contacts, and a proposed construction schedule at the meeting. Consultant will communicate meeting requirements to the Construction Contractor when issuing the Notice of Award and Notice to Proceed to give them time to prepare. All of the meeting documents will be uploaded to Procore and distributed via email with the meeting notes. Other attendees will include the PMO and Commission as well as other stakeholders identified for the Project.

Task 4030 – Review Shop Drawings and Requests for Information (RFI)

The Consultant will log, review, and distribute responses to shop drawings and RFIs for the Project using Procore. All shop drawings, with the exception of complex ones, will be responded to within seven calendar days of receipt from the Construction Contractor. Complex shop drawings will be returned within fourteen calendar days of receipt. We recognize that the Design Engineering Consultant will have a contract with the Commission to consult on shop drawings and/or RFIs on an as-requested basis.

Task 4040 – Review Contractor Pay Applications and Change Orders

The Consultant will review pay applications prepared and submitted by the Construction Contractor to confirm that the quantities requested for payment are in alignment with the quantities that have been agreed to between the Construction Contractor and the Consultant's field team. Once pay applications have been deemed acceptable, Consultant will submit the pay application to the Commission along with a letter of recommendation to initiate the request for payment for the Commission to process. The Consultant will also review proposed change orders from the Construction Contractor. Each proposed change order will be treated as a Potential Change Order and evaluated for overall impact on the project budget. Potential Change Orders will also be evaluated to establish the merit, if any, of the Potential Change Order itself. Potential Change Orders that are determined to be valid will be submitted to the Commission along with a letter of recommendation from the Consultant.

Task 4050 – Provide Data for Program Dashboard

The Consultant will provide information to the PMO on a regular basis to update programmatic websites and/or dashboards with Project specific information.

Task 4060 – Construction Layout

The Commission intends to retain the Design Engineering Consultant to provide construction layout for the Project. Consultant will invite the Design Engineering Consultant to the pre-construction meeting to facilitate a discussion with the Construction Contractor as to their desires for construction layout such as length, offsets, etc. As construction progresses, Consultant will verify that the Construction Contractor is requesting that the Design Engineering Consultant perform the construction layout.

Task 4070 – GIS Data Collection

The Construction Contractor is responsible for using GPS units to collect GPS coordinates of the water main and appurtenances as they are being installed. They will also be responsible for uploading this data to the Commission's GIS. The Consultant will be responsible for verifying that this work is being completed.

Task 4080 – Construction Observation

Under Basic Services, the Consultant will provide a full-time resident representative to observe and monitor the work performed by the Construction Contractor. Additional resources will be required to observe and monitor work performed by the Construction Contractor, based on the Construction Contractor's schedule, the number of crews working, and their activities. One staff-level individual and one assistant level individual have been budgeted. Additionally, the Consultant will engage a specialty firm to monitor and observe the tunnel work under the Fox River. The Consultant's team will be responsible for completing daily reports to document work activities. The Consultant team will track pay item quantities installed each day and at the completion of that day agree to the quantities installed with the Construction Contractor.

The Consultant's budget under Basic Services includes each team member providing construction observation for a maximum of 40 hours per week. The Consultant's resident engineer is budgeted for 100 weeks (500 days). The Consultant's staff-level individual has been budgeted for 95 weeks (475 days), and the Consultant's assistant level individuals has been budgeted for 90 weeks (450 days). The specialty firm's resident engineer and staff-level individual have been budgeted for 16.5

months (360 days) under Basic Services. Any time above these budgeted amounts or overtime exceeding 40 hours per week will be tracked on a time and material basis. The overall Project schedule is assumed to be based on the project duration indicated in the schedule included in the meeting minutes from the Commission's May 15, 2025 meeting (November 3, 2025 to November 3, 2027). Additional time will be required to provide construction observation for a Project duration that exceeds the assumed Project schedule. Any time above these budgeted amounts or time exceeding 40 hours per week will be tracked on a time and material basis. As the budget is expended, funds under Additional Services will be used, or a Task Order or Amendment will be prepared for processing by the Commission, to add additional budget to cover the remainder of the Project.

Task 4090 – Project Closeout

The Consultant will initiate and lead a punch list walk through for the Project with representatives from the PMO, Commission and the Construction Contractor. The punch list will be shared with all parties and once the Construction Contractor has confirmed that all items have been completed, the Consultant will perform a follow-up site walk to confirm that all items are done. As a part of the project closeout, the Consultant will provide requested information to the Design Engineering Consultant for their completion of the project record drawings.

Additional Services

Under this Agreement, the Commission may request the Consultant to provide a wide range of staff resources to supplement and support Commission staff in utility operations, management, and implementation of the Commission's WaterLink Program. Any work requested by the Commission that is not specifically stated in one of the Basic Services listed above and able to be completed within the contract budget will be classified as Additional Services. Additional Services will not be performed, nor is the Consultant approved to proceed, unless the Commission provides written authorization to Consultant that includes the scope of work for each Additional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Additional Services may include, but not limited to:

A. Additional and unforeseen WaterLink Program related assignments that are agreed by the Commission and Consultant. This includes providing Staff resources beyond those defined in the organizational chart and staffing plan, including subject matter experts.

B. Changes in the general scope, extent, design, or character of the WaterLink Program, including:
    i. Changes in size or complexity.
    ii. Commission's program schedule, design, or character of projects; and
    iii. Method of financing or availability of funding.

C. Appearances at public hearings or before special boards beyond those defined under Basic Services.

D. Develop and implement an independent value-engineering program to help designs of individual projects prepared by the Design Engineering Consultant meet budget limitations.

E. Development of detailed independent opinions of probable construction cost (OPCC) to validate OPCCs prepared by others.

F. Regulatory and compliance reporting.

G. Field subsurface investigations, geotechnical investigations, environmental site assessments, or easement or right-of-way selection, preparation, appraisals, negotiation, or acquisition work.

H. Assist Commission with the development and implementation of training programs or workshops with Design Engineering Consultant or Construction Contractors to review project management, engineering, or resident project representative services items. This could include the creation of training presentation materials to capture the current WaterLink Program and Commission internal processes; specific technical, construction, or administrative topics; or offering opportunities for specialized training or certifications.

I. Assist with implementation of a Computerized Maintenance Management System (CMMS).

J. Working with contractors and constituents to address deficiencies identified during a correction period inspection program (Warranty inspections).

K. Perform transfer of files and document/data migration to/from currently utilized file management systems and/or the Commission's document storage systems.

L. The review of and implementation of changes to existing Commission standard documents.

M. Verification and/or updates of record documents received from the Design Engineering Consultant and/or Construction Contractors during construction.

N. Identification of potential third-party funding sources for WaterLink Program or preparation of application materials and supporting documentation to request third-party funding.

O. Financial consulting services to assist the Commission with its capital improvement planning, long-term financial modeling, and cash flow management associated with the WaterLink Program. This may include development and analyses of alternative capital funding plans, financial capabilities analyses, cost of service studies, utility rate analyses, or other financial-related evaluations.

Commission's Responsibilities

Commission will furnish the following items, as required by the Basic Scope of Services, and not at the expense of the Consultant:

A. Designate a contact person to act on behalf of the Commission with respect to management of this Consultant contract.

B. Furnish, as requested by the Consultant for performance of services the following:

i. All Commission's standard documents and procedures pertaining to WaterLink Program activity;
ii. Timely written notice of potential program or project schedule delays caused by funding or other Commission constraints;
iii. Data and information applicable to the WaterLink Program prepared by or resulting from services of others including contracts, planning, design and construction documents;
iv. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies; and
v. Commission shall be responsible for, and Consultant may rely upon without independent verification, the accuracy and completeness of all reports, data, and other information furnished pursuant to this paragraph. Consultant may use such reports, data, and information in performing or furnishing services under this Agreement.

C. Provide access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

D. Provide, as may be required for the WaterLink Program:
i. Accounting, bond and financial advisory, independent and insurance counseling services;
ii. Such legal services as Commission may require or Consultant may reasonably request regarding legal issues pertaining to WaterLink Program, including any that may be raised by professional service providers or Construction Contractors;
iii. Such auditing services as Commission may require to ascertain how or for what purpose service providers or Construction Contractors have used the moneys paid on account for their Contract Price; and
iv. Funding and payment of any required geotechnical investigation, materials testing, and environmental assessment services except as specifically noted herein;
v. Bear all costs incidental to compliance with the requirements of the Commission's Responsibilities.

E. Provide the services of at least one Commission employee who has the right of entry to and knowledge of Commission facilities. Site visits will be required on multiple occasions over the course of the Project.

F. Operate all existing equipment, valves, or other systems necessary for operations, functional or performance testing.

G. Commission shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by or through Commission to Consultant pursuant to this Agreement. Consultant may use such requirements, reports, data, and information in performing or furnishing services under this Agreement without independently verifying the accuracy, completeness, or currentness of such information.

H. Advise Consultant of the identity and scope of services of any independent consultants, designers, contractors, construction managers, or other third parties employed by

Commission to perform or furnish services in regard to the Program or a Specific Project, and define and set forth in writing the duties, responsibilities, and limitations of authority of such other parties and the relation thereof to the duties, responsibilities, and authority of Consultant.

I. Public advertisement and procurement of WaterLink Program projects.

J. Payment of regulatory permitting fees.

K. Fees associated with project, document, or data management systems.

Clarifications

The following clarifications and assumptions apply to this scope of services:

A. It is anticipated that all documents and deliverables submitted will be electronically distributed. The costs for paper copies are not included.

B. Estimates, schedules, forecasts, and projections, if any, prepared by Consultant are opinions based on Consultant's experience, qualifications, and judgment as a professional. Since Consultant has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, Construction Contractor's procedures and methods, unavoidable delays, Construction Contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, Consultant does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Consultant.

C. When it becomes necessary for Consultant to review, inspect, or observe the work or work product performed or prepared Commission or by others working on behalf of Commission, Commission and Consultant agree that such review, inspection, or observation is solely for the purpose of understanding the project or related information and work product.

D. Consultant is not reviewing the work or work product of others to scrutinize, evaluate, assess, revise or change the design or any means or methods of fabrication, assembly, installation or construction expressed in the work product and Consultant is not being engaged to serve as the design professional in connection with this project or work product; all of which shall remain sole responsibility of the preparer (whether Commission or its subcontractors or suppliers).

E. Consultant's review is solely to provide the Commission with opinions and/or considerations that the Commission may or may not want to consider. No action or implementation regarding any opinion, recommendation, or observation expressed should be implemented without the involvement of the third-party design engineer.

F. If Consultant provides services during the design phase of a Specific Project, Consultant shall not supervise, direct, or have control over a Design Professional's work, nor shall Consultant have authority over or responsibility for the design, and/or be the engineer of record, architect of record or in responsible charge, or for any failure of a Design Professional to perform its services pursuant to its Contract Documents or any failure to comply with Laws and Regulations applicable to a Design Professional's furnishing and performing the work.

G. If Consultant provides services during the construction phase of a Specific Project, Consultant's sole responsibility will be to observe and report the execution of the Specific Project. Consultant shall not supervise, direct, or have control over a Construction Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by a Construction Contractor, for safety or security at the Site, for safety precautions and programs incident to a Construction Contractor's work in progress, or for any failure of a Construction Contractor to comply with Laws and Regulations applicable to a Construction Contractor's furnishing and performing the work. The Commission shall advise the Commission's Design Professionals and Construction Contractors regarding Consultant's authority.

H. Consultant neither guarantees the performance of any Design Professional, Contractor, or third party, nor assumes responsibility for any Design Professional's, Contractor's, or third party's failure to furnish and perform the work in accordance with the Contract Documents. Consultant does not guarantee or warrant the budgets, schedules, or performance of or the work, work product, or deliverables of any of Design Professionals, Contractors, or the performance or actions of any third-parties relating to the Project or the Work.

I. Consultant shall not be responsible for the acts or omissions of any Design Professional, Contractor, third party, or of any of a Design Professional's or Contractor's subcontractors, suppliers, agents, or employees or any other persons at a Site (except Consultant's own employees and the Program Subcontractors) or otherwise furnishing or performing any of a Design Professional's or Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by Commission to a Design Professional or Contractor without consultation and advice of Consultant.

J. Commission and Commission's Design Professionals, Contractors, and other third parties shall remain completely and solely responsible for means, methods, techniques, sequences, procedures, and the protection and safety of their personnel and work, and for those employees and subcontractors under which they have care, custody, or control. Under all circumstances, Commission's Contractor(s) will be directing the physical work and will be responsible for overall safety of the Project Site. In addition to following its own safety program, the Consultant will comply with the applicable Contractor's safety plan as is applicable to Consultant's services.

K. Consultant shall not be responsible for, whether or not related to any Site visit: (i) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with work related to the Consultant's services; (ii) the failure of any of Commission's other Contractors, Design Professionals, or consultants or their

respective employees, subcontractors, vendors, or other project participants, not under contract to Consultant, to fulfill contractual responsibilities to Commission or to comply with federal, state, or local laws, regulations, and codes; or (iii) procuring permits, certificates, and licenses required for any construction. Consultant shall not have the authority to direct, control or stop the work of Commission's Contractors, Design Professionals, or consultants or their respective employees, subcontractors, agents, or vendors.

L. As part of Consultant's services, Consultant may bring, utilize, and develop Consultant's licensed or otherwise owned proprietary management systems (including, but not limited to, OneTouch PM™), and other tools and know-how in the performance of the services undertaken. Any new or additional know-how or intellectual property that may be developed or derived by Consultant for the improvement of the delivery of program management services shall remain the solely owned and exclusive property of Consultant. Documents in the form of reports or data developed by Consultant in support of the Commission's Project(s) and provided to Commission, and original information provided by or through Commission to Consultant in support of a Project, shall be the property of the Commission.

M. In other contracts entered into by the Commission for other work related to the Consultant's services, the Commission's other contractors and consultants shall be required to provide waivers of subrogation in favor of the Commission and Consultant for damage or liability covered by any of the Commission's other contractor's or consultant's policies of insurance and to name Consultant as an additional insured on those policies of insurance and as a beneficiary of any indemnity, in the same manner, and to the same extent, as the Commission.

Fee Summary

Project Name: WaterLink Program Management and Construction Administration

Client: DuPage Water Commission

Task No.	Task Description	Total Hours	Labor	Expenses	Total Fee
Task Series 1000	**WaterLink Programmatic Activities**	**9,436**	**$ 1,680,406**	**$ 125,600**	**$ 1,806,006**
1010	Program Management and Administration	760	$ 222,960	$ -	$ 222,960
1020	Program/Project Controls and Reporting	6,010	$ 855,390	$ 82,000	$ 937,390
1030	Asset Data Management & Reporting	720	$ 108,480	$ -	$ 108,480
1040	Agency / Stakeholder Collaboration	480	$ 95,440	$ -	$ 95,440
1050	Public Engagement and Communications	1,114	$ 313,528	$ 16,100	$ 329,628
1060	Funding Administration & Compliance Tracking	320	$ 74,400	$ -	$ 74,400
1070	Team Collaboration and Partnering	32	$ 10,208	$ 27,500	$ 37,708
Task Series 2000	**Construction Administration and Materials Testing**	**2,182**	**$ 688,260**	**$ 1,013,200**	**$ 1,701,460**
2010	Construction Administration	1,870	$ 595,700	$ 13,200	$ 608,900
2020	Materials Testing	312	$ 92,560	$ 1,000,000	$ 1,092,560
Total		**11,618**	**$ 2,368,666**	**$ 1,138,800**	**$ 3,507,466**

Notes:

1. Task 1000 and 2000 services to be provided on a reimburseable basis per billing rate schedule.
2. Task 1000 and 2000 services anticipated to be provided from notice to proceed through April 30, 2026.

Fee Summary

Project Name: Construction Engineering for TW-6/25 - Section 3

Client: DuPage Water Commission

Task No.	Task Description	Total Hours	Labor	Expenses	Total Fee
4010	Project Management Services	416	$ 107,416.00	$ -	$ 107,416.00
4020	Pre-Construction Meeting	16	$ 4,752.00	$ -	$ 4,752.00
4030	Review Shop Drawings and Requests for Information (Included in 4080)	-	$ -	$ -	$ -
4040	Review Contractor Pay Applications and Change Orders (Included in 4080)	-	$ -	$ -	$ -
4050	Provide Data for Program Dashboard (Included in 4080)	-	$ -	$ -	$ -
4060	Construction Layout (Included in 4080)	-	$ -	$ -	$ -
4070	GIS Data Collection (Included in 4080)	-	$ -	$ -	$ -
4080	Construction Observation	11,400	$ 3,042,400.00	$ 1,909,600.00	$ 4,952,000.00
4090	Project Closeout	320	$ 98,560.00	$ -	$ 98,560.00
Total	**Basic Services**	**12,152**	**$ 3,253,128.00**	**$ 1,909,600.00**	**$ 5,162,728.00**
--	Additional Services	2,850	$ 760,600.00	$ 561,000.00	$ 1,321,600.00

Total	**Basic Services + Additional Services**	**15,002**	**$ 4,013,728.00**	**$ 2,470,600.00**	**$ 6,484,328.00**

Task 4000 services to be provided on a reimburseable basis per billing rate schedule.

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	$78.00
Technician *	6	$99.00
Assistant *	7	$120.00
	8	$165.00
	9	$195.00
Staff *	10	$222.00
	11	$243.00
Senior	12	$275.00
	13	$297.00
Associate	14	$306.00
	15	$308.00
	16	$310.00
	17	$313.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.

2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.

3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.

4. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.

5. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary, affiliate, or related or associated entity shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.

6. The rates shown above are effective for services through December 31, 2025, and are subject to revision thereafter. The composition or build-up of the rates shown above are not subject to audit, inspection, or review.

Form BMR25-6A

Company Vehicle

Billing Schedule

Effective Date
January 1, 2025

Burns & McDonnell fleet vehicle use is charged using an assigned time component and miles traveled component. The assigned time component provides for daily, weekly and monthly durations. The miles traveled component relates to variable costs such as fuel, lubrication, tires, maintenance, routine cleaning, etc.

The daily charge applies when a vehicle is rented for 6 days or less. The daily charge is for each 24-hour period or fraction thereof. The weekly charge applies when a vehicle is assigned for 7 or more consecutive days up to 29 days. For fractions of a week over 7 consecutive days, the weekly rate will be prorated by the number of days and fractional days the vehicle is assigned (one-seventh per calendar day).

The monthly charge applies when a vehicle is assigned for 30 continuous days or more. It is then charged the full monthly rate every 30 days or a fraction thereof.

Employee-owned vehicles are charged at the per mile amount allowed by the Internal Revenue Service for business miles. Vehicles rented at destinations as part of short duration travel, such as airports, are charged per the receipt amount from the Rental Company, plus fuel, insurance, and other directly applicable amounts such as extra cleaning.

The base rate table displays Burns & McDonnell fleet vehicle charges that, in addition to providing the vehicle, provides all fuel, maintenance, repairs, fleet care, scheduling and liability insurance required by statute. For project needs involving any vehicle types that do not appear in the following table, charges will be established from prevailing market prices for the vehicle, miles traveled, and insurance premiums. For situations requiring higher insurance limits than required by statute, a vehicle high insurance limits charge can be prepared.

	Base Rate			
Type of Vehicle	Daily	Weekly	Monthly	Mileage Charge
Sedan, 4 door	$60	$300	$1,195	$0.29
Van	$67	$335	$1,335	$0.34
Van, 12-15 Passenger	$125	$625	$2,175	$0.36
Truck - 2WD Pickup, ½ Ton Regular Cab	$ 52	$260	$1,035	$0.32
Truck - 2WD Pickup, ½ Ton Double Cab	$57	$285	$1,135	$0.32
Truck - 2WD Pickup, ½ Ton Crew Cab	$62	$310	$1,235	$0.32
Truck - 4WD Pickup, ½ Ton Regular Cab	$62	$310	$1,235	$0.35
Truck - 4WD Pickup, ½ Ton Double Cab	$66	$330	$1,305	$0.35
Truck - 4WD Pickup, ½ Ton Crew Cab	$70	$350	$1,385	$0.35
Truck- 4WD All Electric Pickup, ½ Ton Crew Cab	$95	$570	$1,995	$0.29
Truck - 4WD Pickup, ¾ Ton Double Cab	$78	$395	$1,575	$0.36
Truck - 4WD Pickup -¾ Ton Crew Cab	$90	$450	$1,750	$0.36
Truck - 2WD Pickup, 1Ton Regular Cab	$70	$350	$1,395	$0.35
Truck - 4WD Pickup, 1Ton	$90	$450	$1,795	$0.36
Compact SUV (Terrain, Equinox or similar)	$67	$335	$1,335	$0.35
Mid-Size SUV (Acadia, Traverse or similar)	$77	$385	$1,535	$0.35
Full Size SUV (Yukon, Tahoe or Similar 6+ Passenger)	$100	$550	$1,995	$0.36

The rates shown above are effective for services through December 31, 2025 and are subject to revision thereafter.

DuPage Water Commission

30 YEARS OF SERVICE

Pure. Essential. Stewardship.

MEMORANDUM

To: Paul May, General Manager

From: Cheryl Peterson, Financial Administrator

Date: 6/10/2025

Subject: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the June 19, 2025, Commission meeting:

May 7, 2025, to June 10, 2025, A/P Report	$11,738,595.30
Accrued and estimated payments required before July 2025 Commission meeting	3,338,025.00
Total	$15,076,620.30

cc: Chairman and Commissioners

DuPage Water Commission

Board Open Payable Report

As Of 06/10/2025

Summarized by Payable Account

Payable Number	Description	Post Date	Payable Amount		Net Amount
Payable Account:	01-211000 - ACCOUNTS PAYABLE				
Vendor: 2464	**A.K. MULCH & FIREWOOD**			**Payable Count: (2)**	**88.00**
INV0008300	Topsoil for Restoration Projects	05/27/2025	44.00		44.00
INV0008301	Topsoil for Restoration Projects	05/27/2025	44.00		44.00
Vendor: 2387	**ADVANTAGE TRAILER AND HITCHES**			**Payable Count: (1)**	**2,168.00**
110717	Repairs to Flatbed Trailer	05/31/2025	2,168.00		2,168.00
Vendor: 2228	**Altorfer Industries, Inc.**			**Payable Count: (5)**	**1,531.65**
PM6A0037570	Oil Sample for Generator	06/10/2025	306.33		306.33
PM6A0037571	Oil Sample for Generator	06/10/2025	306.33		306.33
PM6A0037572	Oil Sample for Generator	06/10/2025	306.33		306.33
PM6A0037573	Oil Sample for Generator	06/10/2025	306.33		306.33
PM6A0037574	Oil Sample for Generator	06/10/2025	306.33		306.33
Vendor: 2283	**BMO HARRIS CREDIT CARD**			**Payable Count: (1)**	**6,101.99**
INV0008324	Combined Statements: May 2025	05/31/2025	6,101.99		6,101.99
Vendor: 2421	**Burns & McDonnell Engineering Co., Inc.**			**Payable Count: (1)**	**20,000.00**
182291-2	Hydraulic Modeling	05/29/2025	20,000.00		20,000.00
Vendor: 1135	**CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION**			**Payable Count: (1)**	**11,442,389.40**
INV0008330	WATER BILLING: May 2025	05/31/2025	11,442,389.40		11,442,389.40
Vendor: 2321	**Concentric Integration, LLC**			**Payable Count: (1)**	**4,227.56**
0272676	Cellular Backhaul Support	05/27/2025	4,227.56		4,227.56
Vendor: 2543	**Curvature LLC**			**Payable Count: (2)**	**8,435.99**
769945	SFP 10Base-T RJ45 Modular	05/08/2025	2,489.23		2,489.23
771797	Aruba PoE Switches	06/10/2025	5,946.76		5,946.76
Vendor: 2351	**DeLasCasas CP, LLC**			**Payable Count: (2)**	**37,677.15**
DLCCP-DWC-9-2025-A	Annual Survey	05/29/2025	22,351.61		22,351.61
DLCCP-DWC-10-2025-	Annual Survery	05/31/2025	15,325.54		15,325.54
Vendor: 2129	**ESSCOE, L.L.C.**			**Payable Count: (1)**	**365.00**
72595	Fire Panel Repair	05/31/2025	365.00		365.00
Vendor: 2171	**Friendly Ford**			**Payable Count: (1)**	**1,948.22**
131390	Vehicle Maint: Unit 34 (2021 F350)	05/20/2025	1,948.22		1,948.22
Vendor: 1055	**GRAINGER**			**Payable Count: (1)**	**4,993.50**
9505581083	Meter Station Repipe Supplies	05/20/2025	4,993.50		4,993.50
Vendor: 1068	**HACH COMPANY**			**Payable Count: (1)**	**10,579.96**
14525613	Water Quality Equipment Chemical Kits & pH probes	06/10/2025	10,579.96		10,579.96
Vendor: 2378	**Kaseya US, LLC**			**Payable Count: (1)**	**1,758.24**
2464553721087	Spanning Microsoft Online Backup System	05/08/2025	1,758.24		1,758.24
Vendor: 2130	**Lauterbach & Amen, LLP**			**Payable Count: (1)**	**3,030.00**
104262	Professional Services: GASB 74/75	05/15/2025	3,030.00		3,030.00
Vendor: 2081	**MALCOR ROOFING OF ILLINOIS INC**			**Payable Count: (1)**	**1,495.00**
4983	DPS Roof Leak Repairs	05/31/2025	1,495.00		1,495.00
Vendor: 2198	**Meccon Industries, Inc.**			**Payable Count: (1)**	**7,268.59**
52177	30" Valve Changeout	05/31/2025	7,268.59		7,268.59

Payable Number	Description	Post Date	Payable Amount		Net Amount
Vendor: 2443	**MRT, Inc.**			**Payable Count: (1)**	**1,478.24**
INV0076473	Fuel Additives for Off Road Diesel Tank	05/27/2025	1,478.24		1,478.24
Vendor: 2189	**NCPERS Group Life Ins.**			**Payable Count: (3)**	**132.84**
INV0008260	NCPERS - IMRF 6641	05/09/2025	44.28		44.28
INV0008288	NCPERS - IMRF 6641	05/23/2025	44.28		44.28
INV0008314	NCPERS - IMRF 6641	06/06/2025	44.28		44.28
Vendor: 1395	**ODP Business Solutions, LLC**			**Payable Count: (1)**	**383.53**
424165477001	Office Supplies	05/22/2025	383.53		383.53
Vendor: 2240	**O'Leary's Contractors Equipment & Supply, Inc.**			**Payable Count: (1)**	**242.23**
545409	Annual Service/Safety Inspection to Arrow Board	05/22/2025	242.23		242.23
Vendor: 1178	**PADDOCK PUBLICATIONS, INC.**			**Payable Count: (1)**	**253.00**
337004	Legal Notice: QR-13/25	05/31/2025	253.00		253.00
Vendor: 1930	**PARK PLACE TECHNOLOGIES LLC**			**Payable Count: (2)**	**6,300.00**
PUSA100PS000485	Network Equipment Upgrade Project (Tech Support)	05/31/2025	3,740.00		3,740.00
PUSA10090182309	Monthly Managed Service: July 2025	06/03/2025	2,560.00		2,560.00
Vendor: 1642	**PORTER PIPE & SUPPLY CO.**			**Payable Count: (1)**	**-48.85**
12967612-00	Pipe Pieces for MS Train Project - Return	05/27/2025	-48.85		-48.85
Vendor: 2456	**Randall-Reilly, LLC**			**Payable Count: (1)**	**5,035.00**
EQW133862	2025 Construction Bluebook Renewal	05/31/2025	5,035.00		5,035.00
Vendor: 2473	**Reliable High Performance Products, Inc.**			**Payable Count: (1)**	**907.01**
DUPAGEWC05312025	Uniforms	05/31/2025	907.01		907.01
Vendor: 1503	**REYNALDO CARDENAS**			**Payable Count: (1)**	**1,035.58**
INV0008298	Expense Reimbursement: IPSI Year 3	05/20/2025	1,035.58		1,035.58
Vendor: 1813	**ROESCH FORD**			**Payable Count: (1)**	**76.65**
FOMS220169	Vehicle Maint: Unit 23	05/20/2025	76.65		76.65
Vendor: 2101	**SITEONE LANDSCAPE SUPPLY, LLC**			**Payable Count: (1)**	**63.61**
153244154-001	Seed & Fertilizer for Highland Restore	05/22/2025	63.61		63.61
Vendor: 1263	**SKARSHAUG TESTING LABORATORY, INC.**			**Payable Count: (1)**	**443.45**
286132	Electrical Glove and Boot Testing	05/15/2025	443.45		443.45
Vendor: 1121	**SPI ENERGY GROUP**			**Payable Count: (1)**	**625.00**
INV0008307	Electrical Consulting Services	05/29/2025	625.00		625.00
Vendor: 1773	**STAPLES ADVANTAGE**			**Payable Count: (1)**	**345.39**
6033245393	Office Supplies	06/10/2025	345.39		345.39
Vendor: 1223	**SUBURBAN LABORATORIES, INC.**			**Payable Count: (1)**	**2,852.00**
GA5002812	Sample Testing	05/31/2025	2,852.00		2,852.00
Vendor: 1726	**SUPERIOR INDUSTRIAL EQUIPMENT CO**			**Payable Count: (2)**	**9,026.00**
25-2028	Field Service on HLP #1 Upper Mechanical Seal	05/29/2025	3,881.50		3,881.50
25-1645	Field Service HLP 7 RTD Replacement, HLP 6 Leak	05/31/2025	5,144.50		5,144.50
Vendor: 1914	**Swansonflo**			**Payable Count: (1)**	**4,133.82**
9299801	Differential Pressure Transmitters	05/22/2025	4,133.82		4,133.82
Vendor: 2519	**Tai Ginsberg & Associates, LLC**			**Payable Count: (1)**	**10,000.00**
3501	Retainer: Strategic Funding & Advocacy Consulting	05/31/2025	10,000.00		10,000.00
Vendor: 1957	**UNCONVENTIONAL SOLUTIONS, INC.**			**Payable Count: (1)**	**2,130.40**
28577	Restock of Viscotaq Products	05/31/2025	2,130.40		2,130.40
Vendor: 1131	**VILLA PARK OFFICE EQUIPMENT**			**Payable Count: (1)**	**199.00**
81695	Conference Room Table	05/13/2025	199.00		199.00

Payable Number	Description	Post Date	Payable Amount		Net Amount
Vendor: 2096	**William A. Fates**			**Payable Count: (1)**	**1,666.67**
INV0008326	Service as Treasurer: June 2025	06/03/2025	1,666.67		1,666.67
			Payable Account 01-211000	**Payable Count: (50) Total:**	**11,601,338.82**
Payable Account:	01-211030 - ACCTS PAYABLE - CONSTRUCTION				
Vendor: 2421	**Burns & McDonnell Engineering Co., Inc.**			**Payable Count: (1)**	**122,459.24**
180404-4	WaterLink Program Initiation & Construction	05/27/2025	122,459.24		122,459.24
Vendor: 1179	**CHICAGO TRIBUNE**			**Payable Count: (1)**	**3,317.24**
117403486000	Legal Notice: TW-6/25	05/31/2025	3,317.24		3,317.24
Vendor: 1178	**PADDOCK PUBLICATIONS, INC.**			**Payable Count: (1)**	**230.00**
337004-1	Legal Notice: WaterLink Bid	05/31/2025	230.00		230.00
Vendor: 2550	**Waterwell, LLC**			**Payable Count: (1)**	**11,250.00**
102	WaterLink Strategic Communication & Planning	05/27/2025	11,250.00		11,250.00
			Payable Account 01-211030	**Payable Count: (4) Total:**	**137,256.48**

Payable Account Summary

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	50	11,601,338.82
01-211030 - ACCTS PAYABLE - CONSTRUCTION	4	137,256.48
Report Total:	**54**	**11,738,595.30**

Payable Fund Summary

Fund		Amount
01 - WATER FUND	54	11,738,595.30
Report Total:	**54**	**11,738,595.30**

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 7-17-25
Board Meeting Date: June 19, 2025

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
80,000.00	Blue Cross Blue Shield - Health Insurance			
8,500.00	Euclid Managers - Dental Insurance			
12,500.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
400.00	Healthiest You			
150.00	NCPERS - IMRF			
35,000.00	ComEd - Utility Charges			
400,000.00	Mid American Energy Services - Utility Charges			
180,000.00	City of Chicago - Lexington. Electric			
45,000.00	City of Chicago - Lexington Labor Costs			
35,000.00	City of Chicago - Repairs & Maintenance			
2,000.00	City of Naperville -Meter Station Electric Bills			
15,000.00	Nicor - Gas			
400.00	Comcast - Internet Service			
3,000.00	AT & T - Telephone Charges			
3,000.00	AT & T - Scada Backhaul Network/IP Flex			
1,000.00	Fed - Ex - Postage/Delivery			
6,200.00	Procurement Card Charges - $200 Travel, $100 Conferences, $4550 Professional Dues, $250 Other Admin $150 Training, $50 Publications, $200 RF Supplies, $700 Office Supplies			
250.00	Anderson - Pest Control			
500.00	Republic Services - Disposal Services			
500.00	Aramark - Supplies			
1,500.00	Cintas- Supplies			
250.00	Elecsys - Cell Data Services			
3,500.00	AL Warren - Fuel			
600.00	Toshiba - Copy and Lease Charges			
2,500.00	Multisystem Management - Cleaning Services			
625.00	Pitney Bowes - Postage			
8,000.00	Grainger - Supplies for Operations			
2,500.00	Verizon - Wireless Service			
500.00	Verizon Connect - Diagnostics			
100.00	City of Aurora - Microbial Analysis			
150.00	Logical Media - Hosting Services			
1,700.00	William Fates - Treasurer			
6,000.00	Baker Tilly			
45,000.00	Schirott, Luetkehans & Garner, LLC			
8,000.00	Schirott, Luetkehans & Garner, LLC - MOY			
7,000.00	IT Savvy - Network Support			
200.00	Alexander Kefaloukos - Security			
600.00	Red Wing - Uniforms			
100.00	Elmhurst Occupational Health - New employee			
500.00	Elmhurst Standard Plaza - Vehicle Maintenance			
200.00	Sooper Lube - Vehicle Maintenance			
200.00	Sterling - Background Checks			
5,000.00	Storino Ramello & Durkin			
500.00	Local 399 Training courses			
200.00	Anderson - RF Pest Control			
2,000.00	Beary - Tanksite Landscaping			
2,000.00	Bedrock - Landscaping			
400.00	Beary - Bug Infestation Treatment			
17,000.00	Benchmark - QR-12.031 Detention Tank Outfall Pipe			
8,000.00	Benchmark - QR-12.033 Air Release Repair on 72 in WM			
4,300.00	Carollo - SCADA Replacement Project			
20,000.00	CDM Smith - Engineering Services for MVSWGR			
1,100.00	City of Elmhurst - Quarterly Radio Fee			
800.00	Computer Discount Warehouse - Zoom Pro License Renewal			
200.00	Computer Discount Warehouse - HP Power Supply			
800.00	Core & Main - Reed Valve Key for Dump			
3,500.00	Corrpro - Annual Tank Site Rectifier Inspections			
70,000.00	Currie Motors - F150 for P/RF Fleet			
4,800.00	Dell - Acrobat DC Pro License Renewal			
41,000.00	Door Systems - New Fiberglass Doors at MS 25A, 13C, 1E			
500.00	Ebel's Ace Hardware - Project Supplies			
20,000.00	Ferguson - Valve Gearbox Assessments			
2,100.00	Grainger - Tools for Pipeline Trucks			

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 7-17-25
Board Meeting Date: June 19, 2025

6,500.00	Grainger - Hand & Power Tools, Work Cart, Process Meter
4,600.00	Hach - Hazardous Waste Disposal Services
1,000.00	Home Depot - Project Supplies
1,000.00	IFMA - Registration & Travel Expenses
1,500.00	Johnson Controls
10,000.00	Kaseya - Datto RMM Patch Management License
13,000.00	Lesman - Differential Pressure Transmitter Hardware
3,800.00	Lynde - Dechlor Products
9,000.00	Lovitt Blinds - Shades/Install for Small Conference Room
3,000.00	Metro Tank & Pump - Underground Fuel Tank Piping Repair
4,200.00	Mettler Toledo - Annual MS Tank Scale Calibration
1,800.00	Mike Weed - IFMA WW Conference Expense Reimbursement
2,800.00	Oak Security - Medeco XT Web Hosting Service
400.00	Office Depot - Supplies
600.00	Outdoor Wireless Networks - Annual Service for Frequency Protection
3,800.00	Park Place - Network Support for Switch Upgrade
12,000.00	Porter Pipe - Meter Station Repipe Supplies
17,000.00	Porter Pipe - Meter Station Repipe Supplies
1,000.00	Program One - Window Cleaning
300.00	RedWing - Safety Shoes: Sanchez
5,000.00	Reliable - Uniforms
185,000.00	Schneider - Perimeter Security Replacement
300.00	Shaw Local - Legal Notice
1,200.00	Specialty Mat - Mat Service
15,000.00	Superior Industrial - HLP 9 Reinstallation Labor Services
20,000.00	SwansonFlo - Foxboro Differential Pressure Transmitters
1,700.00	Thermo/Cense - Isolator Convertor Cards for Valve Position
4,500.00	Zorn Compressor - Sample Taps for MS Piping
220,000.00	Benchmark - R-45-25 Leak on Highland Ave
10,000.00	McWilliams - R-44-25 Electric Junction Cabinets
23,000.00	Benchmark - R27-25 Valve Repairs
6,000.00	Benchmark - QR-12/21 Insurance Bonds
30,000.00	Wachter - Small Conf Rm AV System
300,000.00	Baxter & Woodman/Boller Construction - SCADA
60,000.00	Carollo - SCADA
30,000.00	Strand - SCADA
100,000.00	Schneider Electric - Security Camera, Access Control, Misc Items
10,000.00	Park Place Technologies - Network Switch Upgrade
20,000.00	Concentric - Meter Shop Computer/Program Upgrade
50,000.00	CDM Smith - Electrical Engineering Studies
20,000.00	Strand - Electrical Engineering Studies
40,000.00	Consor - Alternative Wate Source Technical Advisor
10,000.00	Tai Ginsberg - Consulting Services
20,000.00	Julie - Quarterly Service
3,000.00	Commissioner Checks
3,500.00	Cook County Department of Revenue - Annual License Fee
700,000.00	LAN - Waterlink Design
5,000.00	DeLasCasas - Task Order 10
20,000.00	DeLasCasas - Task Order 12
150,000.00	Burns & McDonnell - Waterlink Program Management
35,000.00	Burns & McDonnell - Hydraulic Modeling
20,000.00	AECOM - Lombard MS/PAS Design
3,338,025.00	

Resolution #: R-47-25

Account: Revenue

Approvals: *Author / Manager / Finance / Admin*

PDM - CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/11/2025

Description: **A Resolution authorizing the execution of a Vacant Land Purchase Agreement with Pulte for the sale of 32.47 Acres in DuPage County**

Agenda Section: General Action Item

Originating Department: Administration

Pursuant to the procedures previously established, DWC has identified a 32.47 acre site as surplus and has presented it for sale. Purchase offers have been received and will be discussed in Executive Session for Board Action in accordance with 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)

Recommended Motion:

To adopt Resolution R-47-25

DuPAGE WATER COMMISSION

RESOLUTION NO. R-47-25

A RESOLUTION AUTHORIZING THE EXECUTION OF A VACANT LAND PURCHASE AGREEMENT WITH PULTE HOME COMPANY LLC FOR THE SALE OF 32.47 ACRES ADJACENT TO 75TH STREET IN UNINCORPORATED DUPAGE COUNTY

WHEREAS, the DuPage Water Commission (the "Commission") owns in fee simple interest a certain 32.47-acre parcel of real property located adjacent to 75th Street in unincorporated DuPage County and legally described in the attached Exhibit A (the "Subject Property"); and

WHEREAS, the Commission has the power to sell, transfer or dispose of real property as it deems appropriate in the exercise of its powers; and

WHEREAS, the Commission, on January 16, 2025, enacted Resolution R-08-25, setting forth a process for the sale of surplus property; and

WHEREAS, the Commission, on February 20, 2025, enacted Resolution No. R-19-25 declaring the Subject Property surplus property and authorized the publication of notice requesting offers to purchase the Subject Property pursuant Resolution R-08-25; and

WHEREAS, the Commission caused notice to be published of its intent to take offers for the sale of the Subject Property on March 10, 2025 in the Daily Herald newspaper (the "Public Notice") and received offers from five (5) different bidders (the "Bidders") that complied with the terms of the Public Notice; and

WHEREAS, the Commission received an independent appraisal from MaRous & Company appraising the value of the Subject Property at TEN MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS ($10,800,000.00); and

WHEREAS, the Commission then advised the Bidders that it would take final and best offers for the purchase of the Subject Property on or before May 21, 2025 (the "Final Offers"); and

WHEREAS, the Commission has analyzed the Final Offers and determined that it is in the best interests of the public and the Commission to enter into a Vacant Land Purchase Agreement for the sale of the Subject Property to Pulte Home Company LLC in the amount of FOURTEEN MILLION AND 00/100 DOLLARS ($14,000,000.00) plus TWO HUNDRED THIRTY-THREE THOUSAND AND 00/100 DOLLARS ($233,000.00) for each additional lot approved over sixty (60) lots.

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

SECTION ONE: Pursuant to this Resolution No. R-47-25, the General Manager is authorized and directed to take whatever steps necessary to enter into the Vacant Land Purchase Agreement with Pulte Home Company LLC as set forth in the attached Exhibit A which is in compliance with the conditions set forth in the Public Notice.

SECTION TWO: The General Manager and the Commission's attorneys are hereby authorized to take whatever steps necessary to complete the sale of the Subject Property to Pulte Home Company LLC in accordance with the terms of the Vacant Land Purchase Agreement attached hereto as Exhibit A.

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 Zay, Chairman

ATTEST:

_____
Danna Mundall, Clerk
Board/Resolutions/2025/R-47-25

Resolution #: O-7-25

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/12/2025

Description: **Ordinance to Approve Negotiation Authority for Property (Easement) Acquisitions Associated with the WaterLink Pipeline Project**

Agenda Section: Engineering & Construction

Originating Department: Engineering

Ordinance No. O-7-25 would authorize the General Manager, his staff and the Commission's attorneys and consultants to initiate negotiations for the acquisition of easements determined to be necessary to construct the WaterLink Pipeline Project.

In order to construct nearly 30 miles of pipeline needed for the WaterLink Pipeline Project, numerous easements through privately-owned properties will be required. While the project design seeks to minimize impacts to the impacted private properties by maintaining the alignment along the perimeter wherever possible, temporary and permanent easements will need to be negotiated by the Commission to acquire the necessary rights to construct the pipeline and maintain it into the future.

Each easement will be brought to the Board for approval on two occasions. The first approval will grant the General Manager and staff the authority to initiate negotiations and make an offer to the property owner up to a designated amount. The second will be to formally approve the final amount of compensation agreed upon by both parties. These actions will be brought forward for approval in groups, based on project prioritization and the progress of negotiations.

Additional details regarding the acquisition of easements to be discussed during Executive Session.

Recommended Motion:

To adopt Ordinance No. O-7-25

DuPAGE WATER COMMISSION

ORDINANCE NO. O-7-25

AN ORDINANCE AUTHORIZING THE NEGOTIATION FOR THE ACQUISITION OF EASEMENTS BY THE DuPAGE WATER COMMISSION OVER CERTAIN PROPERTY FOR THE PURPOSE OF PROVIDING WATER TO THE VILLAGE OF MONTGOMERY, THE VILLAGE OF OSWEGO AND THE UNITED CITY OF YORKVILLE

WHEREAS, the DuPage Water Commission (the "Commission") is a duly authorized and existing Water Commission created and existing pursuant to Illinois law, including but not limited to the Water Commission Act of 1985, 70 ILCS 3720/0.001 *et seq*.; and

WHEREAS, the statutes of the State of Illinois pertaining to such matters provide that Water Commissions shall have the power to construct any waterworks improvements or extensions of mains, pumping stations, reservoirs or other appurtenances thereto (the "Waterworks Improvements"); and

WHEREAS, the Commission has entered into Water Purchase and Sale Agreements with the Village of Montgomery, the Village of Oswego and the United City of Yorkville (collectively the "Water Purchase and Sale Agreements"); and

WHEREAS, the Water Purchase and Sale Agreements and other related agreements with the Village of Montgomery, the Village of Oswego and the United City of Yorkville (the "Municipalities") require that the Commission construct Waterworks Improvements in order to provide water service to the Municipalities; and

WHEREAS, the Commission hereby finds it in the best interests of the Commission and hereby instructs the General Manager and his staff to take the necessary steps to construct the Waterworks Improvements that are necessary to comply with the terms of the Purchase and Sale Agreements; and

WHEREAS, the statutes of the State of Illinois pertaining to such matters provide that Water Commissions shall have the power to acquire lands for the purpose of, *inter alia,* constructing any waterworks improvements or extensions of mains, pumping stations, reservoirs or other appurtenances thereto; and

WHEREAS, the Board of Commissioners of the Commission deem it advisable and in the public interest and welfare to acquire easements over real estate for the purpose of constructing Waterworks Improvements to provide water service to the Municipalities; and

WHEREAS**,** in accordance with the property ownership disclosure requirement imposed on units of local government as set forth in 50 ILCS 105/3.1, the Commission has obtained title commitments identifying the record title holders of the real estate described in the attached Exhibits 1 through 41; and

WHEREAS, the Board of Commissioners of the Commission find that the easements over the parcels of real estate as described in the attached Exhibits 1 through 41 should be acquired and are necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, the Board of Commissioners of the Commission, find that the easements shall be in the form substantially similar to the ones attached to each Exhibit hereto; and

WHEREAS, the Commission has determined a valuation for said easement over each parcel, which it believes to represent a fair amount to be offered to the owners of said property.

NOW, THEREFORE, be it ordained by the Board of Commissioners of the DuPage Water Commission, a Water Commission Authority existing under the laws of the State of Illinois, as follows:

SECTION ONE: The recitals set forth hereinabove shall be and are hereby incorporated as if said recitals were fully set forth within this Section One.

SECTION TWO: That it is necessary and desirable that the easements over the real estate described in Exhibits 1 through 41 attached hereto, be acquired by the Commission for one or more of the purposes set forth.

SECTION THREE: That the General Manager, his staff and the Commission's attorneys and consultants be, and hereby are, authorized and directed to negotiate for the acquisition of the easements described in Exhibits 1 through 41, based on the appraisal information obtained on the

subject real estate, and in accordance with the directives received from the Board of Commissioners of the DuPage Water Commission.

SECTION FOUR: The Clerk for the Commission may provide certified copies of said Ordinance upon proper request from the general public.

SECTION FIVE: That all ordinances and resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION SIX: This Ordinance shall be in full force and effect 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/O-7-25.docx

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 2)
Section: 10-37-9
County: Will
Job No.: 23-R0494
Parcel: 0004 Permanent Easement

Index No.: 07-01-09-110-015

That part of Outlot E in Tallgrass of Naperville Unit 1, being a part of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded December 9, 1998, as Document Number R98-148435, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Outlot E; thence North 01 degrees 40 minutes 59 seconds West along the west line of said Outlot E a distance of 172.22 feet, to the Point of Beginning; thence North 88 degrees 38 minutes 27 seconds East a distance of 453.96 feet, to a point on the east line of said Outlot E, which point is 171.78 feet north of the south line of said Outlot E; thence North 01 degrees 40 minutes 59 seconds West along said east line a distance of 20.00 feet; thence South 88 degrees 38 minutes 27 seconds West a distance of 264.53 feet; thence North 01 degrees 21 minutes 33 seconds West a distance of 6.00 feet; thence South 88 degrees 38 minutes 27 seconds West a distance of 20.00 feet; thence South 01 degrees 21 minutes 33 seconds East a distance of 6.00 feet; thence South 88 degrees 38 minutes 27 seconds West a distance of 169.43 feet, to said west line of Outlot E; thence South 01 degrees 40 minutes 59 seconds East along said west line a distance of 20.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.211 acres, more or less or 9,199 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2025 by and between

_____

_____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 2)
Section: 10-37-9
County: Will
Job No.: 23-R0494
Parcel: 0004 Temporary Easement

Index No.: 07-01-09-110-015

That part of Outlot E in Tallgrass of Naperville Unit 1, being a part of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded December 9, 1998, as Document Number R98-148435, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of said Outlot E; thence North 01 degrees 40 minutes 59 seconds West along the west line of said Outlot E a distance of 112.22 feet, to the Point of Beginning; thence continuing North 01 degrees 40 minutes 59 seconds West along said west line a distance of 60.00 feet; thence North 88 degrees 38 minutes 27 seconds East a distance of 453.96 feet, to a point on the east line of said Outlot E, which point is 171.78 feet north of the south line of said Outlot E; thence South 01 degrees 40 minutes 59 seconds East along said east line a distance of 60.00 feet; thence South 88 degrees 38 minutes 27 seconds West a distance of 453.96 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.625 acres, more or less or 27,237 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route:	TW-6/25 (Section 2)
Section:	10-37-9
County:	Will
Job No.:	23-R0494
Parcel:	0005 Permanent Easement 1
Index No.:	07-01-09-106-007

That part of Outlot D in Tallgrass of Naperville Unit 1, being a part of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded December 9, 1998, as Document Number R98-148435, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of said Outlot D; thence North 01 degrees 40 minutes 59 seconds West along the east line of said Outlot D a distance of 172.29 feet, to the Point of Beginning; thence South 88 degrees 38 minutes 27 seconds West a distance of 125.00 feet, to a point on the west line of said Outlot D, which point is 172.41 feet north of the south line of said Outlot D; thence North 01 degrees 40 minutes 59 seconds West along said west line a distance of 20.00 feet; thence North 88 degrees 38 minutes 27 seconds East a distance of 101.30 feet; thence North 01 degrees 21 minutes 33 seconds West a distance of 6.00 feet; thence North 88 degrees 38 minutes 27 seconds East a distance of 20.00 feet; thence South 01 degrees 21 minutes 33 seconds East a distance of 6.00 feet; thence North 88 degrees 38 minutes 27 seconds East a distance of 3.70 feet, to said east line of Outlot D; thence South 01 degrees 40 minutes 59 seconds East along said east line a distance of 20.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.060 acres, more or less or 2,620 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route:	TW-6/25 (Section 2)
Section:	9-37-9
County:	Will
Job No.:	23-R0494
Parcel:	0005 Permanent Easement 2
Index No.:	07-01-09-106-036

That part of Lot 135A, in Penncross Knoll, being a subdivision of part of the South Half of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded January 19, 2001 as Document Number R2001-006972, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of Lot 135C in said Penncross Knoll; thence South 68 degrees 24 minutes 38 seconds East along the westerly line of said Lot 135C also being an easterly line of said Lot 135A a distance of 7.08 feet, to the Point of Beginning; thence continuing South 68 degrees 24 minutes 38 seconds East along said easterly line of Lot 135A a distance of 26.79 feet, to a bend in said easterly line; thence South 33 degrees 24 minutes 38 seconds East along said easterly line a distance of 11.34 feet; thence South 88 degrees 45 minutes 07 seconds West a distance of 64.35 feet, to a point on the westerly line of said Lot 135A, which point is 58.01 feet from the west most northwest corner of said Lot 135A as measured along said westerly line; thence North 68 degrees 24 minutes 38 seconds West along said westerly line a distance of 51.53 feet; thence North 88 degrees 45 minutes 07 seconds East a distance of 81.12 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.035 acres, more or less or 1,542 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2025 by and between

_____

_____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	TW-6/25 (Section 2)
Section:	10-37-9
County:	Will
Job No.:	23-R0494
Parcel:	0005 Temporary Easement 1
Index No.:	07-01-09-106-007

That part of Outlot D in Tallgrass of Naperville Unit 1, being a part of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded December 9, 1998, as Document Number R98-148435, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of said Outlot D; thence North 01 degrees 40 minutes 59 seconds West along the east line of said Outlot D a distance of 112.29 feet, to the Point of Beginning; thence continuing North 01 degrees 40 minutes 59 seconds West along said east line a distance of 60.00 feet; thence South 88 degrees 38 minutes 27 seconds West a distance of 125.00 feet, to a point on the west line of said Outlot D, which point is 172.41 feet north of the south line of said Outlot D; thence South 01 degrees 40 minutes 59 seconds East along said west line a distance of 60.00 feet; thence North 88 degrees 38 minutes 27 seconds East a distance of 125.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.172 acres, more or less or 7,500 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2025 by and between

_____

_____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	TW-6/25 (Section 2)
Section:	9-37-9
County:	Will
Job No.:	23-R0494
Parcel:	0005 Temporary Easement 2
Index No.:	07-01-09-106-036

That part of Lot 135A, in Penncross Knoll, being a subdivision of part of the South Half of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded January 19, 2001 as Document Number R2001-006972, in Will County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of Lot 135C in said Penncross Knoll; thence South 68 degrees 24 minutes 38 seconds East along the westerly line of said Lot 135C also being an easterly line of said Lot 135A a distance of 33.87 feet, to a bend in said easterly line; thence South 33 degrees 24 minutes 38 seconds East along said easterly line a distance of 11.34 feet, to the Point of Beginning; thence South 88 degrees 45 minutes 07 seconds West a distance of 64.35 feet, to a point on the westerly line of said Lot 135A, which point is 58.01 feet from the west most northwest corner of said Lot 135A as measured along said westerly line; thence South 68 degrees 24 minutes 38 seconds East along said westerly line a distance of 42.68 feet, to a bend in said westerly line; thence South 33 degrees 24 minutes 38 seconds East along said westerly line a distance of 21.78 feet; thence North 88 degrees 45 minutes 07 seconds East a distance of 35.44 feet, to said easterly line of Lot 135A; thence North 33 degrees 24 minutes 38 seconds West along said easterly line a distance of 41.34 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.034 acres, more or less or 1,480 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 3)
Section: 9-37-8
County: Will
Job No.: 23-R0494
Parcel: 0213 Permanent Easement

Index No.: 03-04-353-001

That part of Lot 229 in Unit No. 7 of Boulder Hill, a subdivision in part of the South Half of Section 5 and the West Half of Section 4, Township 37 North, Range 8 east of the Third Principal Meridian, according to the plat recorded as Document Number 127364, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the southeast corner of said Lot 229; thence North 00 degrees 07 minutes 08 seconds West along the east line of said Lot 229 a distance of 13.94 feet; thence North 75 degrees 45 minutes 42 seconds West a distance of 82.42 feet, to a line 35.00 feet north of and parallel with the south line of said Lot 229; thence South 89 degrees 26 minutes 08 seconds West along said parallel line a distance of 31.68 feet; thence South 44 degrees 26 minutes 08 seconds West a distance of 49.50 feet, to said south line of Lot 229; thence North 89 degrees 26 minutes 08 seconds East along said south line a distance of 146.26 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.084 acres, more or less or 3,670 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2025 by and between

_____

_____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 3)
Section: 9-37-8
County: Will
Job No.: 23-R0494
Parcel: 0213 Temporary Easement

Index No.: 03-04-353-001

That part of Lot 229 in Unit No. 7 of Boulder Hill, a subdivision in part of the South Half of Section 5 and the West Half of Section 4, Township 37 North, Range 8 east of the Third Principal Meridian, according to the plat recorded as Document Number 127364, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of said Lot 229; thence North 00 degrees 07 minutes 08 seconds West along the east line of said Lot 229 a distance of 13.94 feet, to the Point of Beginning; thence North 75 degrees 45 minutes 42 seconds West a distance of 82.42 feet, to a line 35.00 feet north of and parallel with the south line of said Lot 229; thence South 89 degrees 26 minutes 08 seconds West along said parallel line a distance of 31.68 feet; thence South 44 degrees 26 minutes 08 seconds West a distance of 49.50 feet, to a point on the south line of said Lot 229 which point is 146.26 feet west of the southeast corner of said Lot 229; thence North 00 degrees 07 minutes 08 seconds West along a line parallel with said east line of Lot 229 a distance of 65.00 feet, to a line 65.00 feet north of and parallel with said south line of Lot 229; thence North 89 degrees 26 minutes 08 seconds East along said parallel line a distance of 146.26 feet, to said east line of Lot 229; thence South 00 degrees 07 minutes 08 seconds East along said east line a distance of 51.06 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.134 acres, more or less or 5,836 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 1)
Section: 12-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0301 Permanent Easement

Index No.: 03-12-106-005

That part of Lot 14 in Brighton Meadows, part of Section 12, Township 37 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded February 1, 2005, as Document 20050003206, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the southeast corner of said Lot 14; thence South 89 degrees 03 minutes 49 seconds West along the south line of said Lot 14 a distance of 10.00 feet, to a line 10.00 feet west of and parallel with the east line of said Lot 14; thence North 01 degrees 03 minutes 09 seconds West along said parallel line a distance of 294.00 feet, to a line 27.00 feet south of and parallel with the north line of said Lot 14; thence North 89 degrees 03 minutes 49 seconds East along said parallel line a distance of 10.00 feet, to said east line of Lot 14; thence South 01 degrees 03 minutes 09 seconds East along said east line a distance of 294.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.067 acres, more or less or 2,940 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 1)
Section: 12-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0302 Permanent Easement

Index No.: 03-12-105-010

That part of Lot 15 in Brighton Meadows, part of Section 12, Township 37 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded February 1, 2005, as Document 20050003206, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the northeast corner of said Lot 15; thence South 89 degrees 03 minutes 49 seconds West along the north line of said Lot 15 a distance of 10.50 feet, to a line 10.50 feet west of and parallel with the east line of said Lot 15; thence South 01 degrees 03 minutes 09 seconds East along said parallel line a distance of 138.00 feet, to the south line of said Lot 15; thence North 89 degrees 03 minutes 49 seconds East along said south line a distance of 10.50 feet, to said east line of Lot 15; thence North 01 degrees 03 minutes 09 seconds West along said east line a distance of 138.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.033 acres, more or less or 1,449 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 1)
Section: 12-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0303 Permanent Easement

Index No.: 03-12-101-022

That part of Lot 283 in Ogden Falls, Unit 3, Phase 1, being a subdivision of part of the Northeast Quarter of Section 11 and part of the Northwest Quarter of Section 12, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the east most northeast corner of said Lot 283; thence South 89 degrees 04 minutes 50 seconds West along the east most north line of said Lot 283 a distance of 10.50 feet, to a line 10.50 feet west of and parallel with the east line of said Lot 283 and the Point of Beginning; thence South 01 degrees 03 minutes 09 seconds East along said parallel line a distance of 283.87 feet, to the south line of said Lot 283; thence South 89 degrees 05 minutes 09 seconds West along said south line a distance of 15.00 feet, to a line 25.50 feet west of and parallel with the east line of said Lot 283; thence North 01 degrees 03 minutes 09 seconds West along said parallel line a distance of 283.87 feet, to said east most north line of Lot 283; thence North 89 degrees 04 minutes 50 seconds East along said east most north line a distance of 15.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.098 acres, more or less or 4,258 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2025 by and between

_____

_____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 1)
Section: 12-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0303 Temporary Easement

Index No.: 03-12-101-022

That part of Lot 283 in Ogden Falls, Unit 3, Phase 1, being a subdivision of part of the Northeast Quarter of Section 11 and part of the Northwest Quarter of Section 12, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the northeast corner of said Lot 283; thence South 89 degrees 04 minutes 50 seconds West along the east most north line of said Lot 283 a distance of 10.50 feet, to a line 10.50 feet west of and parallel with the east line of said Lot 283; thence South 01 degrees 03 minutes 09 seconds East along said parallel line a distance of 283.87 feet, to the south line of said Lot 283; thence North 89 degrees 05 minutes 09 seconds East along said south line a distance of 10.50 feet, to said east line of said Lot 283; thence North 01 degrees 03 minutes 09 seconds West along said east line a distance of 283.87 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.068 acres, more or less or 2,981 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, control cabinets and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"), whether below grade or above grade:

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee; Grantor shall not grant to any other person or entity any easement right or other right to use, the Easement Premises below grade, at grade or above grade. Grantor hereby reserves the right to use that portion of the Easement Premises that does not contain any above-grade Grantee Facilities in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities, whether below grade or above grade, or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, employees and tenants harmless from and against all liability, claims, damages, losses and

reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 1)
Section: 12-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0304 Permanent Easement

Index No.: 03-12-104-008

That part of Lot 284 in Ogden Falls, Unit 3, Phase 1, being a subdivision of part of the Northeast Quarter of Section 11 and part of the Northwest Quarter of Section 12, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Lot 284; thence South 89 degrees 05 minutes 09 seconds West along the north line of said Lot 284 a distance of 15.00 feet, to a line 15.00 feet west of and parallel with the east line of said Lot 284 and the Point of Beginning; thence South 01 degrees 03 minutes 09 seconds East along said parallel line a distance of 130.00 feet, to the south line of said Lot 284; thence South 89 degrees 05 minutes 09 seconds West along said south line a distance of 15.00 feet, to a line 30.00 feet west of and parallel with the east line of said Lot 284; thence North 01 degrees 03 minutes 09 seconds West along said parallel line a distance of 130.00 feet, to said north line of Lot 284; thence North 89 degrees 05 minutes 09 seconds East along said north line a distance of 15.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.045 acres, more or less or 1,950 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2025 by and between

_____

_____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 1)
Section: 12-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0304 Temporary Easement

Index No.: 03-12-104-008

That part of Lot 284 in Ogden Falls, Unit 3, Phase 1, being a subdivision of part of the Northeast Quarter of Section 11 and part of the Northwest Quarter of Section 12, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the northeast corner of said Lot 284; thence South 89 degrees 05 minutes 09 seconds West along the north line of said Lot 284 a distance of 15.00 feet, to a line 15.00 feet west of and parallel with the east line of said Lot 284; thence South 01 degrees 03 minutes 09 seconds East along said parallel line a distance of 130.00 feet, to the south line of said Lot 284; thence North 89 degrees 05 minutes 09 seconds East along said south line a distance of 15.00 feet, to the east line of said Lot 284; thence North 01 degrees 03 minutes 09 seconds West along said east line a distance of 130.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.045 acres, more or less or 1,950 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 1)
Section: 15-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0326 Permanent Easement

Index No.: 03-15-251-008

That part of the north half of Section 15, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the point of intersection of the south line of said north half with the center line of Douglas Road; thence North 01 degrees 19 minutes 30 seconds West along said center line a distance of 489.79 feet, to the northerly line of Burkhart Drive; thence continuing North 01 degrees 19 minutes 30 seconds West along said center line a distance of 223.20 feet; thence North 88 degrees 47 minutes 13 seconds East along a line parallel with said south line of the north half of Section 15 a distance of 13.00 feet, to the Point of Beginning; thence continuing North 88 degrees 47 minutes 13 seconds East along said parallel line a distance of 15.00 feet, to a line 28.00 feet east of and parallel with said center line of Douglas Road; thence North 01 degrees 19 minutes 30 seconds West along said parallel line a distance of 203.80 feet, to the northerly line of property conveyed per Document Number 2017-00004307; thence South 82 degrees 31 minutes 30 seconds West along said northerly line a distance of 15.09 feet, to a line 13.00 feet east of and parallel with said center line of Douglas Road; thence South 01 degrees 19 minutes 30 seconds East along said parallel line a distance of 202.16 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.070 acres, more or less or 3,045 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2025 by and between

_____

_____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 1)
Section: 15-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0306 Temporary Easement

Index No.: 03-15-251-008

That part of the north half of Section 15, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the point of intersection of the south line of said north half with the center line of Douglas Road; thence North 01 degrees 19 minutes 30 seconds West along said center line a distance of 489.79 feet, to the northerly line of Burkhart Drive; thence continuing North 01 degrees 19 minutes 30 seconds West along said center line a distance of 223.20 feet; thence North 88 degrees 47 minutes 13 seconds East along a line parallel with said south line of the north half of Section 15 a distance of 28.00 feet, to a line 28.00 feet east of and parallel with said center line of Douglas Road and the Point of Beginning; thence North 01 degrees 19 minutes 30 seconds West along said parallel line a distance of 203.80 feet, to the northerly line of property conveyed per Document Number 2017-00004307; thence North 82 degrees 31 minutes 30 seconds East along said northerly line a distance of 30.17 feet, to a line 58.00 feet east of and parallel with said center line of Douglas Road; thence South 01 degrees 19 minutes 30 seconds East along said parallel line a distance of 18.10 feet, to a line 18.00 feet southerly of and parallel with said northerly line of property conveyed per Document Number 2017-00004307; thence South 82 degrees 31 minutes 30 seconds West along said parallel line a distance of 22.63 feet, to a line 35.50 feet east of and parallel with said center line of Douglas Road; thence South 01 degrees 19 minutes 30 seconds East along said parallel line a distance of 186.52 feet; thence South 88 degrees 47 minutes 13 seconds West a distance of 7.50 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.044 acres, more or less or 1,938 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 1)
Section: 15-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0327 Permanent Easement

Index No.: 03-15-251-013

That part of the north half of Section 15, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the point of intersection of the south line of said north half with the center line of Douglas Road; thence North 01 degrees 19 minutes 30 seconds West along said center line a distance of 489.79 feet, to the northerly line of Burkhart Drive; thence continuing North 01 degrees 19 minutes 30 seconds West along said center line a distance of 223.20 feet; thence North 88 degrees 47 minutes 13 seconds East along a line parallel with said south line of the north half of Section 15 a distance of 13.00 feet, to the Point of Beginning; thence continuing North 88 degrees 47 minutes 13 seconds East along said parallel line a distance of 15.00 feet, to a line 28.00 feet east of and parallel with said center line of Douglas Road; thence South 01 degrees 19 minutes 30 seconds East along said parallel line a distance of 223.23 feet, to said northerly line of Burkhart Drive; thence South 88 degrees 50 minutes 30 seconds West along said northerly line a distance of 15.00 feet, to a line 13.00 feet east of and parallel with said center line of Douglas Road; thence North 01 degrees 19 minutes 30 seconds West along said parallel line a distance of 223.21 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.077 acres, more or less or 3,348 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2025 by and between

_____

_____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 1)
Section: 15-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0327 Temporary Easement

Index No.: 03-15-251-013

That part of the north half of Section 15, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the point of intersection of the south line of said north half with the center line of Douglas Road; thence North 01 degrees 19 minutes 30 seconds West along said center line a distance of 489.79 feet, to the northerly line of Burkhart Drive; thence continuing North 01 degrees 19 minutes 30 seconds West along said center line a distance of 223.20 feet; thence North 88 degrees 47 minutes 13 seconds East along a line parallel with said south line of the north half of Section 15 a distance of 28.00 feet, to a line 28.00 feet east of and parallel with said center line of Douglas Road and the Point of Beginning; thence South 01 degrees 19 minutes 30 seconds East along said parallel line a distance of 223.23 feet, to said northerly line of Burkhart Drive; thence North 88 degrees 50 minutes 30 seconds East along said northerly line a distance of 7.50 feet, to a line 35.50 feet east of and parallel with said center line of Douglas Road; thence North 01 degrees 19 minutes 30 seconds West along said parallel line a distance of 223.23 feet; thence South 88 degrees 47 minutes 13 seconds West a distance of 7.50 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.038 acres, more or less or 1,674 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route:	FW-1/25 (Section 1)
Section:	22 & 27-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0336 Permanent Easement
Index No.:	03-27-200-008

That part of the Northeast Quarter of Section 27, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said Northeast Quarter of Section 27; thence South 01 degrees 20 minutes 18 seconds East along the west line of said Northeast Quarter of Section 27 a distance of 73.64 feet, to the north line of property conveyed per Document Number 2014-00004286; thence North 89 degrees 08 minutes 15 seconds East along said north line a distance of 18.00 feet, to the Point of Beginning; thence continuing North 89 degrees 08 minutes 15 seconds East along said north line a distance of 15.00 feet, to a line 33.00 feet east of and parallel with said west line of the Northeast Quarter of Section 27; thence South 01 degrees 20 minutes 18 seconds East along said parallel line a distance of 350.00 feet, to the south line of said property conveyed per Document Number 2014-00004286; thence South 89 degrees 08 minutes 15 seconds West along said south line a distance of 15.00 feet, to a line 18.00 feet east of and parallel with said west line of the Northeast Quarter of Section 27; thence North 01 degrees 20 minutes 18 seconds West along said parallel line a distance of 350.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.121 acres, more or less or 5,250 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2025 by and between

_____

_____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	FW-1/25 (Section 1)
Section:	22 & 27-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0336 Temporary Easement
Index No.:	03-27-200-008

That part of the Northeast Quarter of Section 27, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said Northeast Quarter of Section 27; thence South 01 degrees 20 minutes 18 seconds East along the west line of said Northeast Quarter of Section 27 a distance of 73.64 feet, to the north line of property conveyed per Document Number 2014-00004286; thence North 89 degrees 08 minutes 15 seconds East along said north line a distance of 33.00 feet, to a line 33.00 feet east of and parallel with said west line of the Northeast Quarter of Section 27 and the Point of Beginning; thence South 01 degrees 20 minutes 18 seconds East along said parallel line a distance of 350.00 feet, to the south line of said property conveyed per Document Number 2014-00004286; thence North 89 degrees 08 minutes 15 seconds East along said south line a distance of 25.00 feet, to a line 58.00 feet east of and parallel with said west line of the Northeast Quarter of Section 27; thence North 01 degrees 20 minutes 18 seconds West along said parallel line a distance of 350.00 feet, to said north line of property conveyed per Document Number 2014-00004286; thence South 89 degrees 08 minutes 15 seconds West along said north line a distance of 25.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.201 acres, more or less or 8,750 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route:	FW-1/25 (Section 2)
Section:	27-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0401 Permanent Easement
Index No.:	03-27-301-005

That part of a tract of land in the Southwest Quarter of Section 27, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said tract of land; thence South 04 degrees 27 minutes 55 seconds East along the west line of said tract of land a distance of 71.74 feet, to the Point of Beginning; thence North 89 degrees 36 minutes 33 seconds East a distance of 114.13 feet; thence North 36 degrees 18 minutes 16 seconds East a distance of 92.70 feet, to a point on the north line of said tract of land, which point is 174.64 feet east of the northwest corner of said tract of land; thence North 88 degrees 42 minutes 05 seconds East along said north line a distance of 18.93 feet; thence South 36 degrees 18 minutes 16 seconds West a distance of 111.78 feet; thence South 89 degrees 36 minutes 33 seconds West a distance of 120.59 feet, to said west line of a tract of land; thence North 04 degrees 27 minutes 55 seconds West along said west line a distance of 15.04 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said tract of land described as part of said Southwest Quarter of Section 27 described as Commencing at the northwest corner of said Southwest feet for a Point of Beginning; thence southerly along a line which forms an angle of 93 degrees 10 minutes 00 seconds with the last described course, measured counterclockwise therefrom 570.0 feet; thence southerly along a line which forms an angle of 183 degrees 15 minutes 13 seconds with the last described course, measured clockwise therefrom, 321.72 feet; thence easterly along a line which forms an angle of 93 degrees 00 minutes 00 seconds with the last described course, measured clockwise therefrom, 410.0 feet; thence easterly along a line which forms an angle of 178 degrees 30 minutes 00 seconds with the last described course, measured clockwise therefrom 252.23 feet, to the west line of Leisure-Lea, Unit No. 2 as monumented; thence northerly along said west line, which forms an angle of 88 degrees 13 minutes 49 seconds with the last described course, measured clockwise therefrom 919.92 feet, to the northeast corner of the West Half of the East Half of said Southwest Quarter; thence Westerly along said north line 689.61 feet, to the Point of Beginning of said tract of land.

Said parcel containing 0.076 acres, more or less or 3,294 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2025 by and between

_____

_____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 2)
Section: 27-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0401 Temporary Easement 1
Index No.: 03-27-301-005

That part of a tract of land in the Southwest Quarter of Section 27, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said tract of land; thence South 04 degrees 27 minutes 55 seconds East along the west line of said tract of land a distance of 58.71 feet, to the Point of Beginning; thence continuing South 04 degrees 27 minutes 55 seconds East along said west line a distance of 13.03 feet; thence North 89 degrees 36 minutes 33 seconds East a distance of 114.13 feet; thence North 36 degrees 18 minutes 16 seconds East a distance of 92.70 feet, to a point on the north line of said tract of land, which point is 174.64 feet east of the northwest corner of said tract of land; thence South 88 degrees 42 minutes 05 seconds West along said north line a distance of 12.62 feet; thence South 36 degrees 18 minutes 16 seconds West a distance of 76.24 feet; thence South 89 degrees 36 minutes 33 seconds West a distance of 112.27 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said tract of land described as part of said Southwest Quarter of Section 27 described as Commencing at the northwest corner of said Southwest Quarter; thence east along the north line of said Southwest Quarter 1290.30 feet for a Point of Beginning; thence southerly along a line which forms an angle of 93 degrees 10 minutes 00 seconds with the last described course, measured counterclockwise therefrom 570.0 feet; thence southerly along a line which forms an angle of 183 degrees 15 minutes 13 seconds with the last described course, measured clockwise therefrom, 321.72 feet; thence easterly along a line which forms an angle of 93 degrees 00 minutes 00 seconds with the last described course, measured clockwise therefrom, 410.0 feet; thence easterly along a line which forms an angle of 178 degrees 30 minutes 00 seconds with the last described course, measured clockwise therefrom 252.23 feet, to the west line of Leisure-Lea, Unit No. 2 as monumented; thence northerly along said west line, which forms an angle of 88 degrees 13 minutes 49 seconds with the last described course, measured clockwise therefrom 919.92 feet, to the northeast corner of the West Half of

the East Half of said Southwest Quarter; thence Westerly along said north line 689.61 feet, to the Point of Beginning of said tract of land.

Said parcel containing 0.053 acres, more or less or 2,316 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2025 by and between

_____

_____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	FW-1/25 (Section 2)
Section:	27-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0401 Temporary Easement 2
Index No.:	03-27-301-005

That part of a tract of land in the Southwest Quarter of Section 27, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said tract of land; thence South 04 degrees 27 minutes 55 seconds East along the west line of said tract of land a distance of 71.74 feet; thence North 89 degrees 36 minutes 33 seconds East a distance of 114.13 feet; thence North 36 degrees 18 minutes 16 seconds East a distance of 92.70 feet, to a point on the north line of said tract of land, which point is 174.64 feet east of the northwest corner of said tract of land; thence North 88 degrees 42 minutes 05 seconds East along said north line a distance of 18.93 feet, to the Point of Beginning; thence South 36 degrees 18 minutes 16 seconds West a distance of 111.78 feet; thence South 89 degrees 36 minutes 33 seconds West a distance of 120.59 feet, to said west line of a tract of land; thence South 04 degrees 27 minutes 55 seconds East along said west line a distance of 25.06 feet; thence North 89 degrees 36 minutes 33 seconds East a distance of 125.12 feet; thence North 36 degrees 18 minutes 16 seconds East a distance of 143.46 feet, to a point on the north line of said tract of land; thence South 88 degrees 42 minutes 05 seconds West along said north line a distance of 25.24 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said tract of land described as part of said Southwest Quarter of Section 27 described as Commencing at the northwest corner of said Southwest Quarter; thence east along the north line of said Southwest Quarter 1290.30 feet for a Point of Beginning; thence southerly along a line which forms an angle of 93 degrees 10 minutes 00 seconds with the last described course, measured counterclockwise therefrom 570.0 feet; thence southerly along a line which forms an angle of 183 degrees 15 minutes 13 seconds with the last described course, measured clockwise therefrom, 321.72 feet; thence easterly along a line which forms an angle of 93 degrees 00 minutes 00 seconds with the last described course, measured clockwise therefrom, 410.0 feet; thence easterly along a line which forms an angle of 178 degrees 30 minutes 00 seconds with the last described course, measured clockwise therefrom 252.23 feet, to the west line of Leisure-Lea, Unit No. 2 as

monumented; thence northerly along said west line, which forms an angle of 88 degrees 13 minutes 49 seconds with the last described course, measured clockwise therefrom 919.92 feet, to the northeast corner of the West Half of the East Half of said Southwest Quarter; thence Westerly along said north line 689.61 feet, to the Point of Beginning of said tract of land.

Said parcel containing 0.129 acres, more or less or 5,623 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route:	FW-1/25 (Section 2)
Section:	27 & 28-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0402 Permanent Easement 2
Index No.:	03-28-400-013 03-28-400-014 03-27-301-006

That part of the Southwest Quarter Section 27, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said Southwest Quarter; thence South 89 degrees 23 minutes 47 seconds West along the north line of said Southeast Quarter a distance of 136.00 feet; thence South 00 degrees 11 minutes 13 seconds East along a line which forms an angle of 90 degrees 25 minutes 00 seconds with the last described course, measured clockwise, a distance 567.00 feet; thence North 88 degrees 53 minutes 47 seconds East along a line which forms an angle of 89 degrees 05 minutes 00 seconds with the last described course, measured clockwise, a distance of 931.00 feet; thence North 03 degrees 11 minutes 13 seconds West along a line which forms an angle of 87 degrees 55 minutes 00 seconds with the last described course, measured clockwise, a distance of 490.38 feet, to the Point of Beginning; thence continuing North 03 degrees 11 minutes 13 seconds West a distance of 15.02 feet, to a point 63.32 feet south of the north line of said Southwest Quarter; thence North 89 degrees 36 minutes 33 seconds East a distance of 526.98 feet, to a point on a line that forms an angle of 93 degrees 10 minutes 00 seconds, measured counter clockwise, with the north line of said Southwest Quarter through a point 1290.30 feet easterly of said northwest corner of the Southwest Quarter, which point is 71.74 feet south of the north line of said Southwest Quarter; thence South 04 degrees 27 minutes 55 seconds East along the last described line a distance of 15.04 feet; thence South 89 degrees 36 minutes 33 seconds West a distance of 527.31 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.182 acres, more or less or 7,908 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2025 by and between

_____

_____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	FW-1/25 (Section 2)
Section:	27 & 28-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0402 Temporary Easement 3
Index No.:	03-28-400-013 03-28-400-014 03-27-301-006

That part of the Southwest Quarter Section 27, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said Southwest Quarter; thence South 89 degrees 23 minutes 47 seconds West along the north line of said Southeast Quarter a distance of 136.00 feet; thence South 00 degrees 11 minutes 13 seconds East along a line which forms an angle of 90 degrees 25 minutes 00 seconds with the last described course, measured clockwise, a distance 567.00 feet; thence North 88 degrees 53 minutes 47 seconds East along a line which forms an angle of 89 degrees 05 minutes 00 seconds with the last described course, measured clockwise, a distance of 931.00 feet; thence North 03 degrees 11 minutes 13 seconds West along a line which forms an angle of 87 degrees 55 minutes 00 seconds with the last described course, measured clockwise, a distance of 505.40 to a point 63.32 feet south of the north line of said Southwest Quarter; thence North 89 degrees 36 minutes 33 seconds East a distance of 526.98 feet, to a point on a line that forms an angle of 93 degrees 10 minutes 00 seconds, measured counter clockwise, with the north line of said Southwest Quarter through a point 1290.30 feet easterly of said northwest corner of the Southwest Quarter, which point is 71.74 feet south of the north line of said Southwest Quarter; thence South 04 degrees 27 minutes 55 seconds East along the last described line a distance of 15.04 feet, to the Point of Beginning; thence continuing South 04 degrees 27 minutes 55 seconds East a distance of 25.06 feet; thence South 89 degrees 36 minutes 33 seconds West a distance of 527.87 feet; thence North 03 degrees 11 minutes 13 seconds West a distance of 25.03 feet; thence North 89 degrees 36 minutes 33 seconds East a distance of 527.31 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.303 acres, more or less or 13,190 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2025 by and between

_____

_____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	FW-1/25 (Section 2)
Section:	27 & 28-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0402 Temporary Easement 4
Index No.:	03-28-400-013 03-28-400-014 03-27-301-006

That part of the Southwest Quarter Section 27, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said Southwest Quarter; thence South 89 degrees 23 minutes 47 seconds West along the north line of said Southeast Quarter a distance of 136.00 feet; thence South 00 degrees 11 minutes 13 seconds East along a line which forms an angle of 90 degrees 25 minutes 00 seconds with the last described course, measured clockwise, a distance 567.00 feet; thence North 88 degrees 53 minutes 47 seconds East along a line which forms an angle of 89 degrees 05 minutes 00 seconds with the last described course, measured clockwise, a distance of 931.00 feet; thence North 03 degrees 11 minutes 13 seconds West along a line which forms an angle of 87 degrees 55 minutes 00 seconds with the last described course, measured clockwise, a distance of 505.40 to a point 63.32 feet south of the north line of said Southwest Quarter and the Point of Beginning; thence North 89 degrees 36 minutes 33 seconds East a distance of 526.98 feet, to a point on a line that forms an angle of 93 degrees 10 minutes 00 seconds, measured counter clockwise, with the north line of said Southwest Quarter through a point 1290.30 feet easterly of said northwest corner of the Southwest Quarter, which point is 71.74 feet south of the north line of said Southwest Quarter; thence North 04 degrees 27 minutes 55 seconds West along the last described line a distance of 13.03 feet; thence South 89 degrees 36 minutes 33 seconds West a distance of 526.69 feet; thence South 03 degrees 11 minutes 13 seconds East a distance of 13.02 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.157 acres, more or less or 6,847 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route:	FW-1/25 (Section 2)
Section:	27 & 28-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0403 Permanent Easement
Index No.:	03-27-301-004

That part of a tract of land in the Southwest Quarter of Section 27 and in the Southeast Quarter of Section 28, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said tract of land; thence South 00 degrees 11 minutes 13 seconds East along the west line of said tract of land a distance of 38.64 feet, to the Point of Beginning; thence continuing South 00 degrees 11 minutes 13 seconds East along said west line a distance of 15.00 feet; thence North 89 degrees 12 minutes 05 seconds East a distance of 137.22 feet, to a point on the west line of said Southwest Quarter of Section 27 which point is 53.18 feet south of the northeast corner of said Southwest Quarter of Section 27; thence continuing North 89 degrees 12 minutes 05 seconds East a distance of 16.80 feet; thence South 45 degrees 47 minutes 55 seconds East a distance of 18.62 feet; thence North 89 degrees 36 minutes 33 seconds East a distance of 737.90 feet, to a point on the east line of said tract of land, which point is 78.34 feet south of the northeast corner of said tract of land; thence North 03 degrees 11 minutes 13 seconds West along said east line a distance of 15.02 feet; thence South 89 degrees 36 minutes 33 seconds West a distance of 731.01; thence North 45 degrees 47 minutes 55 seconds West a distance of 18.69 feet; thence South 89 degrees 12 minutes 05 seconds West a distance of 23.20 feet, to said west line of the Southwest Quarter of Section 27; thence continuing South 89 degrees 12 minutes 05 seconds West a distance of 136.88 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said tract of land described as part of said Southwest Quarter of Section 27 and part of said Southeast Quarter of Section 28 described as Beginning at the northeast corner of said Southeast Quarter; thence west along the north line of said Southeast Quarter 136.0 feet; thence southerly along a line which forms an angle of 90 degrees 25 minutes 00 seconds with the last described course, measured clockwise therefrom 567.0 feet; thence easterly along a line which forms an angle of 89 degrees 05 minutes 00 seconds with the last described course, measured clockwise therefrom 931.0 feet; thence northerly along a line which forms an angle of 87 degrees 55 minutes 00

seconds with the last described course, measured clockwise therefrom 567.55 feet, to the north line of said Southwest Quarter; thence westerly along said north line which forms an angle of 91 degrees 58 minutes 33 seconds with the last described course, measured clockwise therefrom 765.30 feet, to the Point of Beginning of said tract of land.

Said parcel containing 0.313 acres, more or less or 13,654 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2025 by and between

_____

_____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	FW-1/25 (Section 2)
Section:	27 & 28-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0403 Temporary Easement
Index No.:	03-27-301-004

That part of a tract of land in the Southwest Quarter of Section 27 and in the Southeast Quarter of Section 28, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said tract of land; thence South 00 degrees 11 minutes 13 seconds East along the west line of said tract of land a distance of 53.64 feet, to the Point of Beginning; thence North 89 degrees 12 minutes 05 seconds East a distance of 137.22 feet, to a point on the west line of said Southwest Quarter of Section 27 which point is 53.18 feet south of the northeast corner of said Southwest Quarter of Section 27; thence continuing North 89 degrees 12 minutes 05 seconds East a distance of 16.80 feet; thence South 45 degrees 47 minutes 55 seconds East a distance of 18.62 feet; thence North 89 degrees 36 minutes 33 seconds East a distance of 737.90 feet, to a point on the east line of said tract of land, which point is 78.34 feet south of the northeast corner of said tract of land; thence South 03 degrees 11 minutes 13 seconds East along said east line a distance of 25.03 feet; thence South 89 degrees 36 minutes 33 seconds West a distance of 768.44, to said west line of the Southwest Quarter of Section 27; thence North 01 degrees 30 minutes 03 seconds West along said west line a distance of 22.96 feet; thence South 89 degrees 12 minutes 05 seconds West a distance of 137.57 feet, to the west line of said tract of land; thence North 00 degrees 11 minutes 13 seconds West along said west line a distance of 15.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said tract of land described as part of said Southwest Quarter of Section 27 and part of said Southeast Quarter of Section 28 described as Beginning at the northeast corner of said Southeast Quarter; thence west along the north line of said Southeast Quarter 136.0 feet; thence southerly along a line which forms an angle of 90 degrees 25 minutes 00 seconds with the last described course, measured clockwise therefrom 567.0 feet; thence easterly along a line which forms an angle of 89 degrees 05 minutes 00 seconds with the last described course, measured clockwise therefrom 931.0 feet; thence northerly along a line which forms an angle of 87 degrees 55 minutes 00

seconds with the last described course, measured clockwise therefrom 567.55 feet, to the north line of said Southwest Quarter; thence westerly along said north line which forms an angle of 91 degrees 58 minutes 33 seconds with the last described course, measured clockwise therefrom 765.30 feet, to the Point of Beginning of said tract of land.

Said parcel containing 0.495 acres, more or less or 21,566 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

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Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

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Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route:	FW-1/25 (Section 2)
Section:	27 & 28-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0404 Permanent Easement 1
Index No.:	03-28-400-013 03-28-400-014 03-27-301-006

That part of the Southeast Quarter Section 28, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence South 89 degrees 23 minutes 47 seconds West along the north line of said Southeast Quarter a distance of 136.00 feet; thence South 00 degrees 11 minutes 13 seconds East along a line which forms an angle of 90 degrees 25 minutes 00 seconds with the last described course, measured clockwise, a distance 38.64 feet, to the Point of Beginning; thence continuing South 00 degrees 11 minutes 13 seconds East a distance of 15.00 feet; thence South 89 degrees 12 minutes 05 seconds West a distance of 1679.24 feet; thence South 44 degrees 24 minutes 06 seconds West a distance of 17.88 feet, to a line 72.00 feet south of and parallel with said north line of the Southeast Quarter; thence South 89 degrees 23 minutes 47 seconds West a distance of 113.99 feet, to the center line of Plainfield Road; thence North 40 degrees 23 minutes 55 seconds West along said center line a distance of 19.52 feet, to a line 57.00 feet south of and parallel with said north line of the Southeast Quarter; thence North 89 degrees 23 minutes 47 seconds East along said parallel line a distance of 120.27 feet; thence North 44 degrees 24 minutes 06 seconds East a distance of 17.85 feet; thence North 89 degrees 12 minutes 05 seconds East a distance of 1685.58 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.626 acres, more or less or 27,259 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2025 by and between

_____

_____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	FW-1/25 (Section 2)
Section:	27 & 28-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0404 Temporary Easement 1
Index No.:	03-28-400-013 03-28-400-014 03-27-301-006

That part of the Southeast Quarter Section 28, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence South 89 degrees 23 minutes 47 seconds West along the north line of said Southeast Quarter a distance of 136.00 feet; thence South 00 degrees 11 minutes 13 seconds East along a line which forms an angle of 90 degrees 25 minutes 00 seconds with the last described course, measured clockwise, a distance 53.64 feet, to the Point of Beginning; thence South 89 degrees 12 minutes 05 seconds West a distance of 1679.24 feet; thence South 44 degrees 24 minutes 06 seconds West a distance of 17.88 feet, to a line 72.00 feet south of and parallel with said Southeast Quarter; thence South 89 degrees 23 minutes 47 seconds West along said parallel line a distance of 113.99 feet, to the center line of Plainfield Road; thence South 40 degrees 23 minutes 55 seconds East along said center line a distance of 3.62 feet; thence North 89 degrees 12 minutes 05 seconds East a distance of 1803.45 feet, to said line which forms an angle of 90 degrees 25 minutes 00 seconds with said north line of the Southeast Quarter, measured clockwise; thence North 00 degrees 11 minutes 13 seconds West along said line a distance of 15.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Containing 0.587 acres, more or less or 25,591 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2025 by and between

_____

_____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	FW-1/25 (Section 2)
Section:	27 & 28-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0404 Temporary Easement 2
Index No.:	03-28-400-013 03-28-400-014 03-27-301-006

That part of the Southeast Quarter Section 28, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence South 89 degrees 23 minutes 47 seconds West along the north line of said Southeast Quarter a distance of 136.00 feet; thence South 00 degrees 11 minutes 13 seconds East along a line which forms an angle of 90 degrees 25 minutes 00 seconds with the last described course, measured clockwise, a distance 13.64 feet, to the Point of Beginning; thence South 89 degrees 12 minutes 05 seconds West a distance of 1849.53 feet, to the center line of Plainfield Road; thence South 40 degrees 23 minutes 55 seconds East along said center line a distance of 48.24 feet, to a line 57.00 feet south of and parallel with said north line of the Southeast Quarter; thence North 89 degrees 23 minutes 47 seconds East along said parallel line a distance of 120.27 feet; thence North 44 degrees 24 minutes 06 seconds East a distance of 17.85 feet; thence North 89 degrees 12 minutes 05 seconds East a distance of 1685.58 feet, to said line which forms an angle of 90 degrees 25 minutes 00 seconds with said north line of the Southeast Quarter, measured clockwise; thence North 00 degrees 11 minutes 13 seconds West along said line a distance of 25.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 1.093 acres, more or less or 47,608 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route:	FW-1/25 (Section 2)
Section:	28-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0406 Permanent Easement
Index No.:	03-28-300-001

That part of the West Half of the Southwest Quarter of Section 28, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said Southwest Quarter of Section 28; thence South 01 degrees 28 minutes 06 seconds East along the west line of said Southwest Quarter of Section 28 a distance of 35.00 feet, to the Point of Beginning; thence continuing South 01 degrees 28 minutes 06 seconds East along said west line a distance of 15.00 feet, to a line 50.00 feet south of and parallel with the north line of the West Half of said Southwest Quarter of Section 28; thence North 89 degrees 23 minutes 47 seconds East along said parallel line a distance of 1305.55 feet, to the east line of said West Half of the Southwest Quarter of Section 28; thence North 01 degrees 30 minutes 11 seconds West along said east line a distance of 15.00 feet, to a line 35.00 feet south of and parallel with the north line of the West Half of said Southwest Quarter of Section 28; thence South 89 degrees 23 minutes 47 seconds West along said parallel line a distance of 1305.54 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.450 acres, more or less or 19,583 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2025 by and between

_____

_____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	FW-1/25 (Section 2)
Section:	28-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0406 Temporary Easement 1
Index No.:	03-28-300-001

That part of the West Half of the Southwest Quarter of Section 28, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

That part of the West Half of the Southwest Quarter of Section 28, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:
Commencing at the northwest corner of said Southwest Quarter of Section 28; thence South 01 degrees 28 minutes 06 seconds East along the west line of said Southwest Quarter of Section 28 a distance of 14.00 feet, to a line 14.00 feet south of and parallel with the north line of the West Half of said Southwest Quarter of Section 28 and the Point of Beginning; thence North 89 degrees 23 minutes 47 seconds East along said parallel line a distance of 1305.53 feet, to the east line of said West Half of the Southwest Quarter of Section 28; thence South 01 degrees 30 minutes 11 seconds East along said east line a distance of 21.00 feet, to a line 35.00 feet south of and parallel with the north line of the West Half of said Southwest Quarter of Section 28; thence South 89 degrees 23 minutes 47 seconds West along said parallel line a distance of 1305.54 feet, to said west line of the Southwest Quarter of Section 28; thence North 01 degrees 28 minutes 06 seconds West along said west line a distance of 21.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.629 acres, more or less or 27,413 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2025 by and between

_____

_____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	FW-1/25 (Section 2)
Section:	28-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0406 Temporary Easement 2
Index No.:	03-28-300-001

That part of the West Half of the Southwest Quarter of Section 28, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

That part of the West Half of the Southwest Quarter of Section 28, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:
Commencing at the northwest corner of said Southwest Quarter of Section 28; thence South 01 degrees 28 minutes 06 seconds East along the west line of said Southwest Quarter of Section 28 a distance of 50.00 feet, to a line 50.00 feet south of and parallel with the north line of the West Half of said Southwest Quarter of Section 28 and the Point of Beginning; thence North 89 degrees 23 minutes 47 seconds East along said parallel line a distance of 1305.55 feet, to the east line of said West Half of the Southwest Quarter of Section 28; thence South 01 degrees 30 minutes 11 seconds East along said east line a distance of 30.00 feet, to a line 80.00 feet south of and parallel with the north line of the West Half of said Southwest Quarter of Section 28; thence South 89 degrees 23 minutes 47 seconds West along said parallel line a distance of 1305.57 feet, to said west line of the Southwest Quarter of Section 28; thence North 01 degrees 28 minutes 06 seconds West along said west line a distance of 30.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.899 acres, more or less or 39,162 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 2)
Section: 29-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0407 Permanent Easement

Index No.: 03-29-400-003

That part of the Southeast Quarter of Section 29, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Southeast Quarter of Section 29; thence South 01 degrees 28 minutes 06 seconds East along the east line of said Southeast Quarter of Section 29 a distance of 35.00 feet, to a line 35.00 feet south of and parallel with said north line of the Southeast Quarter of Section 29 and the Point of Beginning; thence South 89 degrees 39 minutes 19 seconds West along said parallel line a distance of 2066.04 feet, to the north most east line of property conveyed to The County of Kendall for highway by Warranty Deed Document Number 2022-000010654; thence South 00 degrees 20 minutes 36 seconds East along said east line a distance of 15.00 feet, to a line 50.00 feet south of and parallel with said north line of the Southeast Quarter of Section 29; thence North 89 degrees 39 minutes 19 seconds East along said parallel line a distance of 2066.33 feet, to said east line of the Southeast Quarter of Section 29; thence North 01 degrees 28 minutes 06 seconds West along said east line a distance of 15.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.712 acres, more or less or 30,993 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2025 by and between

_____

_____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	FW-1/25 (Section 2)
Section:	29-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0407 Temporary Easement 1
Index No.:	03-29-400-003

That part of the Southeast Quarter of Section 29, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Southeast Quarter of Section 29; thence South 01 degrees 28 minutes 06 seconds East along the east line of said Southeast Quarter of Section 29 a distance of 14.00 feet, to the Point of Beginning; thence continuing South 01 degrees 28 minutes 06 seconds East along said east line a distance of 21.00 feet, to a line 35.00 feet south of and parallel with said north line of the Southeast Quarter of Section 29; thence South 89 degrees 39 minutes 19 seconds West along said parallel line a distance of 2066.04 feet, to the north most east line of property conveyed to The County of Kendall for highway by Warranty Deed Document Number 2022-000010654; thence North 00 degrees 20 minutes 36 seconds West along said east line a distance of 21.00 feet, to a line 14.00 feet south of and parallel with said north line of the Southeast Quarter of Section 29; thence North 89 degrees 39 minutes 19 seconds East along said parallel line a distance of 2065.62 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.996 acres, more or less or 43,382 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2025 by and between

_____

_____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	FW-1/25 (Section 2)
Section:	29-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0407 Temporary Easement 2
Index No.:	03-29-400-003

That part of the Southeast Quarter of Section 29, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Southeast Quarter of Section 29; thence South 01 degrees 28 minutes 06 seconds East along the east line of said Southeast Quarter of Section 29 a distance of 35.00 feet, to a line 35.00 feet south of and parallel with said north line of the Southeast Quarter of Section 29; thence South 89 degrees 39 minutes 19 seconds West along said parallel line a distance of 2066.04 feet, to the north most east line of property conveyed to The County of Kendall for highway by Warranty Deed Document Number 2022-000010654; thence South 00 degrees 20 minutes 36 seconds East along said east line a distance of 15.00 feet, to a line 50.00 feet south of and parallel with said north line of the Southeast Quarter of Section 29 and the Point of Beginning; thence North 89 degrees 39 minutes 19 seconds East along said parallel line a distance of 2066.33 feet, to said east line of said Southeast Quarter of Section 29; thence South 01 degrees 28 minutes 06 seconds East along said east line a distance of 19.00 feet, to a line 69.00 feet south of and parallel with said north line of the Southeast Quarter of Section 29; thence South 89 degrees 39 minutes 19 seconds West along said parallel line a distance of 2066.70 feet; thence South 00 degrees 20 minutes 36 seconds East a distance of 11.00 feet, to a line 80.00 feet south of and parallel with said north line of the Southeast Quarter of Section 29; thence South 89 degrees 39 minutes 19 seconds West a distance of 396.14 feet, to the southeasterly line of said property conveyed to The County of Kendall for highway by Warranty Deed Document Number 2022-000010654; thence North 56 degrees 26 minutes 30 seconds East along said southeasterly line a distance of 54.77 feet, to the east most south line of said property conveyed to The County of Kendall for highway by Warranty Deed Document Number 2022-000010654; thence North 89 degrees 39 minutes 19 seconds East along said east most south line a distance of 350.32 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 1.158 acres, more or less or 50,452 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 3)
Section: 25-37-8 & 26-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0413 Permanent Easement

Index No.: 02-26-200-028
02-25-100-004

That part of the West Half of Section 25 and that part of the East Half of Section 26, Township 37 North, Range 7 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of property conveyed per Trustees Deed recorded February 18, 2004, as Document Number 2004-00003784 being on the center line of U.S. Route No. 71; thence South 79 degrees 39 minutes 36 seconds East along the northerly line said Trustees Deed a distance of 2408.96 feet, to the east line of said Trustees Deed; thence South 01 degrees 25 minutes 49 seconds East along said east line a distance of 157.26 feet, to the northwest corner of property conveyed per Warranty Deed recorded January 29, 2015 as Document Number 2015-00001487 and the Point of Beginning; thence continuing South 01 degrees 25 minutes 49 seconds East along said east line a distance of 14.30 feet; thence South 88 degrees 53 minutes 08 seconds West a distance of 30.41 feet; thence North 01 degrees 12 minutes 30 seconds West a distance of 110.96 feet; thence North 12 degrees 27 minutes 30 seconds West a distance of 12.18 feet; thence North 34 degrees 57 minutes 30 seconds West a distance of 4.44 feet; thence North 79 degrees 24 minutes 56 seconds West a distance of 2265.14 feet; thence South 79 degrees 40 minutes 02 seconds West a distance of 29.32 feet; thence South 33 degrees 18 minutes 49 seconds West a distance of 57.73 feet; thence South 31 degrees 32 minutes 39 seconds West a distance of 60.20 feet; thence South 30 degrees 17 minutes 14 seconds West a distance of 72.60 feet; thence South 28 degrees 27 minutes 29 seconds West a distance of 304.68 feet; thence South 26 degrees 57 minutes 45 seconds West a distance of 108.09 feet; thence South 25 degrees 04 minutes 22 seconds West a distance of 125.64 feet; thence South 26 degrees 46 minutes 44 seconds West a distance of 64.55 feet; thence South 38 degrees 58 minutes 09 seconds West a distance of 244.53 feet; thence South 29 degrees 08 minutes 11 seconds West a distance of 429.57 feet; thence South 27 degrees 53 minutes 05 seconds West a distance of 148.35 feet; thence South 38 degrees 29 minutes 17 seconds West a distance of 152.44 feet; thence South 27 degrees 56 minutes 27 seconds West a distance of 89.74 feet; thence South 38 degrees 48 minutes 22 seconds West a distance of

149.53 feet; thence South 37 degrees 20 minutes 16 seconds West a distance of 109.96 feet; thence South 38 degrees 41 minutes 46 seconds West a distance of 64.64 feet; thence South 83 degrees 18 minutes 05 seconds West a distance of 39.27 feet, to a point on the easterly line of property conveyed to the State of Illinois per Document Number 2022-00015265 being a non-tangential curve; the next 8 courses along said easterly line; (1) thence northerly along said non-tangential curve to the left, having a radius of 6436.90 feet, an arc length of 6.58 feet, a chord bearing of North 37 degrees 25 minutes 33 seconds East, and a chord distance of 6.57 feet, to a non-tangential line; (2) thence North 40 degrees 29 minutes 16 seconds East a distance of 152.21 feet, to a non-tangential curve; (3) thence northerly along said non-tangential curve to the left, having a radius of 6446.90 feet, an arc length of 600.00 feet, a chord bearing of North 33 degrees 22 minutes 46 seconds East, and a chord distance of 599.78 feet, to a tangential line; (4) thence North 30 degrees 42 minutes 48 seconds East along said tangential line a distance of 582.92 feet, to a non-tangential line; (5) thence North 59 degrees 46 minutes 04 seconds East along said non-tangential line a distance of 51.48 feet; (6) thence North 30 degrees 42 minutes 48 seconds East a distance of 55.00 feet; (7) thence North 04 degrees 08 minutes 54 seconds East a distance of 55.90 feet; (8) thence North 30 degrees 42 minutes 48 seconds East a distance of 712.55 feet, to a point 44.54 feet southerly of said north line of property conveyed per Trustees Deed recorded February 18, 2004 as Document Number 2004-00003784 as measured along said easterly line of property conveyed to the State of Illinois per Document Number 2022-00015265; thence North 79 degrees 40 minutes 02 seconds East a distance of 43.90 feet; thence South 79 degrees 24 minutes 56 seconds East a distance of 2274.04 feet; thence South 34 degrees 57 minutes 30 seconds East a distance of 13.55 feet; thence South 12 degrees 27 minutes 30 seconds East a distance of 16.64 feet; thence South 01 degrees 12 minutes 30 seconds East a distance of 98.16 feet; thence North 88 degrees 53 minutes 08 seconds East a distance of 15.35 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 2.159 acres, more or less or 94,060 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2025 by and between

_____

_____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. <u>Exceptions</u>. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 3)
Section: 25-37-8 & 26-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0413 Temporary Easement

Index No.: 02-26-200-028
02-25-100-004

That part of the West Half of Section 25 and that part of the East Half of Section 26, Township 37 North, Range 7 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of property conveyed per Trustees Deed recorded February 18, 2004, as Document Number 2004-00003784 being on the center line of U.S. Route No. 71; thence South 79 degrees 39 minutes 36 seconds East along the northerly line said Trustees Deed a distance of 2408.96 feet, to the east line of said Trustees Deed; thence South 01 degrees 25 minutes 49 seconds East along said east line a distance of 157.26 feet, to the northwest corner of property conveyed per Warranty Deed recorded January 29, 2015 as Document Number 2015-00001487; thence continuing South 01 degrees 25 minutes 49 seconds East along said east line a distance of 14.30 feet, to the Point of Beginning; thence South 88 degrees 53 minutes 08 seconds West a distance of 30.41 feet; thence North 01 degrees 12 minutes 30 seconds West a distance of 110.96 feet; thence North 12 degrees 27 minutes 30 seconds West a distance of 12.18 feet; thence North 34 degrees 57 minutes 30 seconds West a distance of 4.44 feet; thence North 79 degrees 24 minutes 56 seconds West a distance of 2265.14 feet; thence South 79 degrees 40 minutes 02 seconds West a distance of 29.32 feet; thence South 33 degrees 18 minutes 49 seconds West a distance of 40.15 feet; thence South 79 degrees 24 minutes 56 seconds East a distance of 2274.38 feet; thence South 01 degrees 12 minutes 30 seconds East a distance of 134.40 feet; thence North 88 degrees 53 minutes 08 seconds East a distance of 78.09 feet, to the east line of said Trustees Deed; thence North 01 degrees 25 minutes 49 seconds West along said east line a distance of 47.50 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 2.689 acres, more or less or 117,083 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

_____

_____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

_____
_____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 4)
Section: 1-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0706 Permanent Easement

Index No.: 03-02-400-005
03-01-351-001

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said Southwest Quarter; thence North 88 degrees 57 minutes 21 seconds East along the north line of said Southwest Quarter a distance of 87.21 feet, to the westerly right of way line of U.S. Route 30 per Document No. 2002-00023560 and Document No. 2002-00019115; thence South 36 degrees 42 minutes 26 seconds East along said westerly right of way line a distance of 98.31 feet; thence South 28 degrees 11 minutes 46 seconds East along said westerly right of way line a distance of 170.43 feet, to the Point of Beginning; thence South 47 degrees 05 minutes 46 seconds East along said westerly right of way line a distance of 16.38 feet; thence South 26 degrees 07 minutes 41 seconds East a distance of 110.27 feet; thence North 63 degrees 52 minutes 19 seconds East a distance of 12.51 feet, to the westerly right of way line of said U.S. Route 30 per Document No. 2002-00023560 and Document No. 2002-00019115; thence South 26 degrees 22 minutes 19 seconds East along said westerly line a distance of 10.00 feet; thence South 63 degrees 52 minutes 19 seconds West a distance of 22.55 feet; thence North 26 degrees 07 minutes 41 seconds West a distance of 135.56 feet; thence North 63 degrees 52 minutes 19 seconds East a distance of 4.14 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.033 acres, more or less or 1,436 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2025 by and between

_____

_____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of _____ and No/100 Dollars ($_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

_____

_____

GRANTEE:

DUPAGE WATER COMMISSION

By:_____

Its:_____

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 4)
Section: 1-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0706 Temporary Easement

Index No.: 03-02-400-005
03-01-351-001

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said Southwest Quarter; thence North 88 degrees 57 minutes 21 seconds East along the north line of said Southwest Quarter a distance of 87.21 feet, to the westerly right of way line of U.S. Route 30 per Document No. 2002-00023560 and Document No. 2002-00019115; thence South 36 degrees 42 minutes 26 seconds East along said westerly right of way line a distance of 98.31 feet; thence South 28 degrees 11 minutes 46 seconds East along said westerly right of way line a distance of 170.43 feet; thence South 47 degrees 05 minutes 46 seconds East along said westerly right of way line a distance of 16.38 feet, to the Point of Beginning; thence South 26 degrees 07 minutes 41 seconds East a distance of 110.27 feet; thence North 63 degrees 52 minutes 19 seconds East a distance of 12.51 feet, to the westerly right of way line of said U.S. Route 30 per Document No. 2002-00023560 and Document No. 2002-00019115; thence North 26 degrees 22 minutes 19 seconds West along said westerly line a distance of 78.51 feet; thence North 47 degrees 05 minutes 46 seconds West along said westerly right of way line a distance of 34.01 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.027 acres, more or less or 1,162 square feet, more or less.