



## AGENDA – Engineering and Construction Committee

Thursday, October 16, 2025 6:00 PM

### Committee Members

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

- I. Roll Call
- II. Approval of the September 18, 2025, Engineering & Construction Committee Minutes

RECOMMENDED MOTION: To approve the Minutes of the September 18, 2025, Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Operations and Construction
- IV. **Resolution R-72-25:** Authorization the General Manager to Procure Steel Pipe and Butt Straps from American Spiral Weld Pipe Company (**Cost Not-To-Exceed \$30,000**).
- V. **Resolution R-75-25:** A Resolution Approving & Ratifying a Second Amendment to Task Order No. 14 Under a Master Task Order Agreement with AECOM (Tri-State Tollway Widening Project Technical Assistance (**Increase in Estimated Cost from \$171,000 to \$231,302**).
- VI. **Resolution R-76-25:** A Resolution Approving Hydro-Vacuum Cleaning Services (**Badger Daylighting Corp. - Cost Not-To-Exceed \$30,000**).
- VII. **Resolution R-82-25:** A Resolution Approving Task Order No. 08 with Burns & McDonnell Engineering Co., Inc. (**Illinois American Water Company – Hydraulic Modelling for a Theoretical Connection – Estimated Cost of \$26,300**).
- VIII. **Resolution R-84-25:** Approval of Amendment #1 to Task Order #1 of a Master Services Agreement with Consor/Raftelis for Professional Services as Source Water Project Technical Advisor (**Not-To-Exceed \$236,600**)

RECOMMENDED MOTION: To recommend approval of Items 2 through 6 of the Engineering and Construction Committee Report section of the Commission meeting agenda

IX. Old Business

X. New Business

XI. Executive Session

RECOMMENDED MOTION: To go into Executive Session to discuss security procedures pursuant to 5 ILCS 120/2(c)(8), to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2), to discuss acquisition of real estate pursuant to 5 ILCS 120/2(c)(5), to discuss the setting of a price for sale or lease of property owned by the DuPage Water Commission 5 ILCS 120/2(c)(6), to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11), and/or to discuss minutes of closed meetings pursuant to 5 ILCS 120/2(c)(21) (Roll Call).

RECOMMENDED MOTION: To come out of Executive Session (Voice Vote).

XII. Adjournment

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**Minutes of a Meeting  
of the**

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**ENGINEERING & CONSTRUCTION COMMITTEE**

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

September 18, 2025

Chairman Fennell called the meeting to order at 6:00 P.M.

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

Committee members absent: T. Noonan,

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

Commissioner Saverino moved to approve the Minutes of the August 21, 2025, Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion was seconded by Commissioner Cuzzone and unanimously approved by a Voice Vote.

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

Regarding R-71-25, Manager of Water Operations Bostick reported that a leak on a 30" steel water main located in Wheaton was repaired where it appears that when a storm sewer was installed, subsequent to the DWC installation, the sewer contractor's excavator's bucket scratched and peeled off the protective coating on the DWC pipe which has resulted in accelerated corrosion. Manager of Water Operations Bostick advised the Committee that this action appears on the agenda to approve and ratify Work Authorization Order No. 13.003 to Quick Response Contractor, Benchmark Construction Co., Inc. The work was necessary to repair the leaking 30-inch diameter steel water main.

Manager of Water Operations Bostick advised the Committee that a leak on a 36" steel water main located in Villa Park had also been excavated, repaired, flushed, chlorinated and has been placed back in service after receipt of satisfactory bacteriological sampling. Manager of Water Operations Bostick advised the Work Authorization Order will be brought to the Board for ratification in October.

Manager of Water Operations Bostick advised the Committee that an amendment to the Task Order with AECOM Technical Services will be brought forth at the October Commission meeting to ensure adequate funding in continuing efforts to provide services related to the I290/I294 widening project as it relates to the Commission's 90" and 72" supply water main crossings.

Manager of Water Operations Bostick advised the Committee that Staff is working with Arcadis USA to develop a grant application to fund future Risk and Resilience Assessments and Emergency Response Plans in order to keep up with the addition of assets as well as the ever changing cybersecurity threats. Manager of Water Operations Bostick advised that Arcadis is providing these services at no cost to the Commission.

Regarding the Lexington Pump Station capital maintenance initiatives, Manager of Water Operations Bostick advised the Committee that proposals for potential installation of vibration analysis instrumentation have remain under review by the Chicago Department of Water Management, and their legal and finance departments for the last twelve weeks and an action item may be brought forth for Board consideration at a future Commission meeting. In addition, Manager of Water Operations Bostick advised that DWC has erroneously received a Notice of Ordinance Violations from the Chicago Department of Streets and Sanitation for the lack of property maintenance at the Lexington Pump Station property.

Regarding the Alternate Water Source Technical Advisory Group activities, Manager of Water Operations Bostick reported that they continue engagement with potential entities regarding easement acquisition, a WIFIA Financing meeting was held with representatives from the Federal EPA, bathymetry survey work is underway and is expected to be completed by mid-September and the Technical Advisory Team is advancing completion of the Business Case Analysis, which will be presented to the Board of Commissioners in September.

Engineering Manager Loster noted that design work of the joint metering and pressure adjusting station for the Village of Lombard's fifth connection point continues to progress, with Resolution R-73-25 representing some additional design work needed from AECOM in order to better align the two distinct projects that are proposed for that site.

Engineering Manager Loster also noted that there are multiple ongoing efforts related to cathodic protection of Commission pipelines on the south and outer belt transmission mains, though no action is requested as part of the agenda.

Regarding the WaterLink Project, Engineering Manager Loster stated that the phase II effort continues and is approximately 90% complete at this time. He advised the Committee that permit submittals are ongoing, with the critical ones having already been secured for the portion of work located along the Book Road segment of the project.

Engineering Manager Loster stated that coordination with ComEd for technical review as well as the legal review of the proposed License Agreement terms continues to progress, noting that the technical portion of the review is nearing completion with significant progress having been made on the legal side as well. He noted that it is anticipated that the final agreement, including the fee structure, will be in place and ready for approval by the November Commission meeting.

With regard to easement acquisition on the WaterLink Project, Engineering Manager Loster noted that there is another ordinance on the agenda, O-10-25, the details of which will be discussed during closed session.

Engineering Manager Loster also shared that the corrosion control study, managed by the three WaterLink communities, continues to progress and is nearing completion. He noted that the preliminary findings were scheduled to be presented to the IEPA earlier in the week but unfortunately that presentation had to be rescheduled.

Regarding R-66-25, Engineering Manager Loster stated that this will award the first construction contract for the Book Road segment, which connects into the existing Commission distribution

network. He noted that this work was advertised for bid in late May, with three bids having been received on July 1<sup>st</sup>. Engineering Manager Loster stated that the low bid, submitted by a Joint Venture between Benchmark Construction Co., Inc. and D. Construction, Inc., was substantially higher than the engineer's estimate. He shared that Commission Staff worked with the Engineering Design Team and the Joint Venture over the subsequent weeks to modify the scope of work in an effort to reduce overall construction costs down from the approximately \$67,000,000 original bid.

Engineering Manager Loster indicated that Resolution R-67-25 represents Change Order No. 01 for the Book Road contract, reducing the total construction cost to \$48,300,000, which includes a \$1,000,000 allowance, subject to Owner discretion.

Engineering Manager Loster also shared that the next two construction packages of the WaterLink Project will be advertised at the end of the month, with the intent to open the corresponding bids at the end of October and award of the contract in either November or December.

Chairman Fennell inquired with the Committee if there were any further questions regarding the action items. Hearing none, Commissioner Cuzzone moved to recommend approval of items 2 through 5 of the Engineering and Construction Committee portions of the Commission Agenda (Items IV through VII on the Engineering and Construction Committee Agenda). Seconded by Commissioner Saverino and unanimously approved by a Voice Vote.

Chairman Fennell asked the Committee if any other business or other items to be discussed. Hearing none, and with no other items coming before the Committee, Commissioner Saverino moved to adjourn the meeting at 6:17 P.M. Seconded by Commissioner Cuzzone and unanimously approved by a Voice Vote.



## 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:** 10/9/2025

**Subject:** Status of Operations, Engineering and Construction

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### **Operations Overview**

The Commission's sales for September 2025 were a total of 2.48 billion gallons. This represents an average daily demand of 82.6 million gallons per day (MGD), which is lower than the September 2024 average day demand of 87.8 MGD. The maximum day demand was 89.3 MGD, which is lower than the September 2024 maximum day demand of 101.3 MGD. The minimum day flow was 75.6 MGD. Peak demand for September 2025 was 108.7 MGD recorded on September 12, 2025. Peak discharge flow rate for September 2025 was 122.61 MGD, recorded on September 28, 2025, at 07:15 PM.

The recorded total precipitation for September 2025 was .49 inches compared to 1.32 inches for September 2024. The level of Lake Michigan for September 2025 is 578.58 (Feet International Great Lakes Datum (IGLD) 1985) compared to 579.17 (Feet IGLD 1985) for September 2024.

### **DuPage Operations & Instrumentation Maintenance and Construction Overview**

High Lift Pump Motor (HLP) No. 3 was repaired at the motor repair shop and reinstalled. Staff continue to experience issues at motor start-ups. The exciter windings are in process of being rewound. Staff are also researching replacement motor logic relay options.

Annual Infrared Electrical Scanning of DuPage Pumping Station and Tank Site 1 electrical equipment was completed.

Replacement of the DuPage Pumping Station Fire Alarm System Panels is in process and approximately 80% complete.

The 30" Cone Valve on High Lift Pump #5 was replaced with a rebuilt Cone Valve. The removed Cone Valve was shipped out for rebuilding. Two of Nine Cone Valves have been rebuilt; the next Cone Valve replacement is tentative for February 2026.

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

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

### **City of Chicago Water Treatment Modifications**

No Change: The City of Chicago has reported as of March 31<sup>st</sup>, 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 progress.

### **Lexington Operations and Maintenance Overview**

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

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

### **Alternate Water Source**

The Technical Advisory Team; Consor, Woolpert and Raftelis, continue their tasks including engagement with potential entities regarding easement acquisition. Bathymetry studies of Lake Michigan are complete. The Technical Advisory Team presented the Business Case Analysis during the September 18<sup>th</sup> Board of Commissioners meeting. A status report for the month of September is attached. R-84-25 Appears on the agenda as an Amendment to Task Order No. 01 for expenses related to performance of the subtasks that were not originally required or subtasks which required additional time and resources not anticipated under the original Task Order.

### **Pipeline & Remote Facilities Maintenance Overview**

A leak on a 36" steel water main located in Villa Park was successfully repaired in late September.

Resolution R-72-25 appears on the agenda to authorize the General Manager to purchase steel pipe and butt straps from American Spiral Weld Pipe at a cost not to exceed \$30,000. The purpose of the purchase is to replenish an inventory of pipes and butt straps.

Resolution R-76-25 appears on the agenda to authorize the General Manager to purchase hydro-vacuum cleaning services from Badger Daylighting Corp. at various vault structures.

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-75-25 appears on the agenda to approve a Second Amendment to Task Order No.14 under a master Contract with AECOM Technical Services, Inc. for engineering services rendered on the Illinois Tollway 294 reconstruction and widening projects.

### **SCADA & Information Technology Overview**

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

The annual Customer Meter Testing Program is ongoing and is approximately 60% complete.

### **Engineering & Capital Improvement Program Overview**

Design of a Joint Facility (Metering Station and Pressure Adjusting Station) at Lombard's fifth connection location remains ongoing. The review phase will continue until all Commission requirements are included in the bidding and construction documents.

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

### **WaterLink Communities (Montgomery/Oswego/Yorkville)**

The Phase II engineering effort remains ongoing and is approximately 92% complete. Permit submittals continue to be coordinated, with all review comments assessed and incorporated as necessary into the design drawings by the design team. Coordination with ComEd continues to move forward, with review of the proposed pipe alignment having been completed and negotiations of the license agreement ongoing.

The corrosion control treatment study, performed by the Cornwell Engineering Group, continues to move forward with positive results. Results of the study were recently presented to the IEPA, who indicated agreement that the project can move forward without noting any concerns. Though not

required, additional data will continue to be collected through mid-November, at which time the study will be completed and a formal submittal to the IEPA will be made.

Efforts related to easement acquisition also continue, with Ordinances O-11-25, O-12-25 and O-13-25 appearing on the agenda. These items include necessary property acquisition (easements) required in order to complete the construction of the WaterLink Pipeline.

Contract administration efforts have begun on the Book Road portion of the project, along with corresponding communication efforts with the City of Naperville. The next construction packages (sections “2A” and “2B”) have also been advertised for bid, with a pre-bid event held last Thursday. The corresponding bid opening is currently scheduled for the afternoon of October 31<sup>st</sup>, with the following round of construction package advertisements (for sections “2C”, “3A” and “3B”) are targeted for early November.

### **Board Action Items**

**Resolution R-72-25:** Authorization the General Manager to Procure Steel Pipe and Butt Straps from American Spiral Weld Pipe Company (**Cost Not-To-Exceed \$30,000**).

**Resolution R-75-25:** A Resolution Approving & Ratifying a Second Amendment to Task Order No. 14 Under a Master Task Order Agreement with AECOM (Tri-State Tollway Widening Project Technical Assistance (**Increase in Estimated Cost from \$171,000 to \$231,302**).

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### **Attachments**

1. DuPage Laboratory Bench Sheets for September 2025
2. Water Sales Analysis 01-May-2020 to 30-September-2025
3. WaterLink Status Report
4. Alternate Water Source Report

DU PAGE WATER COMMISSION  
WATER SALES ANALYSIS

01-May-92 TO 30-Sep-25

PER DAY AVERAGE 77,833,742

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-22	2,276,513,000	2,344,221,635	97.11%	\$11,792,337.34	\$9,648,816.25	5,698,667	0.24%	97.35%	\$5.18	\$4.116
Jun-22	2,682,480,000	2,772,533,130	96.75%	\$13,895,246.40	\$11,982,888.19	690,925	0.02%	96.78%	\$5.18	\$4.322
Jul-22	2,804,661,000	2,892,532,635	96.96%	\$14,528,143.98	\$12,501,526.05	883,858	0.03%	96.99%	\$5.18	\$4.322
Aug-22	2,688,224,000	2,772,533,130	96.96%	\$13,925,000.32	\$11,982,888.19	906,806	0.03%	96.99%	\$5.18	\$4.322
Sep-22	2,415,535,000	2,474,643,822	97.61%	\$12,512,471.30	\$10,695,410.60	1,021,063	0.04%	97.65%	\$5.18	\$4.322
Oct-22	2,153,410,000	2,220,050,683	97.00%	\$11,154,663.80	\$9,595,059.05	2,891,786	0.13%	97.13%	\$5.18	\$4.322
Nov-22	1,919,552,000	1,979,550,491	96.97%	\$9,943,279.36	\$8,555,617.22	1,008,092	0.05%	97.02%	\$5.18	\$4.322
Dec-22	2,071,113,000	2,123,449,660	97.54%	\$10,728,365.34	\$9,177,549.43	552,389	0.03%	97.56%	\$5.18	\$4.322
Jan-23	2,014,750,000	2,060,255,805	97.79%	\$10,436,405.00	\$8,904,425.59	337,423	0.02%	97.81%	\$5.18	\$4.322
Feb-23	1,835,597,000	1,883,158,917	97.47%	\$9,508,392.46	\$8,139,012.84	529,206	0.03%	97.50%	\$5.18	\$4.322
Mar-23	1,971,974,000	2,026,257,691	97.32%	\$10,214,825.32	\$8,757,453.41	306,690	0.02%	97.34%	\$5.18	\$4.322
Apr-23	1,962,197,000	2,010,451,747	97.60%	\$10,164,180.46	\$8,689,172.45	349,596	0.02%	97.62%	\$5.18	\$4.322
May-23	2,474,377,000	2,540,440,833	97.40%	\$13,336,892.03	\$10,979,785.28	684,441	0.03%	97.43%	\$5.39	\$4.322
Jun-23	2,971,436,000	3,043,540,086	97.63%	\$16,016,040.04	\$13,814,628.45	678,930	0.02%	97.65%	\$5.39	\$4.539
Jul-23	2,567,425,000	2,639,887,376	97.26%	\$13,838,420.75	\$11,982,448.80	1,047,600	0.04%	97.29%	\$5.39	\$4.539
Aug-23	2,708,945,000	2,773,069,509	97.69%	\$14,601,213.55	\$12,586,962.50	832,992	0.03%	97.72%	\$5.39	\$4.539
Sep-23	2,406,858,000	2,471,708,096	97.38%	\$12,972,964.62	\$11,219,083.05	753,904	0.03%	97.41%	\$5.39	\$4.539
Oct-23	2,071,291,000	2,116,545,770	97.86%	\$11,164,258.49	\$9,607,001.25	1,034,131	0.05%	97.91%	\$5.39	\$4.539
Nov-23	1,902,725,000	1,957,768,374	97.19%	\$10,255,687.75	\$8,886,310.65	809,342	0.04%	97.23%	\$5.39	\$4.539
Dec-23	1,972,754,000	2,031,158,416	97.12%	\$10,633,144.06	\$9,219,428.05	2,329,064	0.11%	97.24%	\$5.39	\$4.539
Jan-24	2,058,390,000	2,131,445,175	96.57%	\$11,094,722.10	\$9,674,663.60	730,427	0.03%	96.61%	\$5.39	\$4.539
Feb-24	1,868,175,000	1,916,869,806	97.46%	\$10,069,463.25	\$8,700,672.05	268,834	0.01%	97.47%	\$5.39	\$4.539
Mar-24	1,927,795,000	1,971,770,225	97.77%	\$10,390,815.05	\$8,949,831.10	340,529	0.02%	97.79%	\$5.39	\$4.539
Apr-24	1,951,120,000	1,992,959,991	97.90%	\$10,516,536.80	\$9,046,045.40	426,636	0.02%	97.92%	\$5.39	\$4.539
May-24	2,285,252,000	2,331,031,384	98.04%	\$12,751,706.16	\$10,580,551.45	964,148	0.04%	98.08%	\$5.58	\$4.539
Jun-24	2,558,136,000	2,613,555,125	97.88%	\$14,274,398.88	\$12,265,414.20	669,121	0.03%	97.91%	\$5.58	\$4.693
Jul-24	2,577,734,000	2,637,750,416	97.72%	\$14,383,755.72	\$12,378,962.70	5,976,667	0.23%	97.95%	\$5.58	\$4.693
Aug-24	2,723,982,000	2,791,119,391	97.59%	\$15,199,819.56	\$13,098,723.30	5,570,100	0.20%	97.79%	\$5.58	\$4.693
Sep-24	2,607,811,000	2,668,243,213	97.74%	\$14,551,585.38	\$12,522,065.40	887,220	0.03%	97.77%	\$5.58	\$4.693
Oct-24	2,256,800,000	2,311,304,709	97.64%	\$12,592,944.00	\$10,846,953.00	715,430	0.03%	97.67%	\$5.58	\$4.693
Nov-24	1,872,414,000	1,918,174,238	97.61%	\$10,448,070.12	\$9,001,956.60	517,416	0.03%	97.64%	\$5.58	\$4.693
Dec-24	2,003,025,000	2,053,944,598	97.52%	\$11,176,879.50	\$9,639,162.00	465,013	0.02%	97.54%	\$5.58	\$4.693
Jan-25	2,084,797,000	2,142,229,363	97.32%	\$11,633,167.26	\$10,053,482.40	295,500	0.01%	97.33%	\$5.58	\$4.693
Feb-25	1,882,269,000	1,935,765,374	97.24%	\$10,503,061.00	\$9,084,546.90	225,910	0.01%	97.25%	\$5.58	\$4.693
Mar-25	1,991,703,000	2,037,452,909	97.75%	\$11,113,702.74	\$9,561,766.50	307,123	0.02%	97.77%	\$5.58	\$4.693
Apr-25	2,007,784,000	2,062,448,476	97.35%	\$11,203,434.72	\$9,679,070.70	4,167,787	0.20%	97.55%	\$5.58	\$4.693
May-25	2,375,691,000	2,438,182,271	97.44%	\$13,779,007.80	\$11,442,389.40	864,737	0.04%	97.47%	\$5.80	\$4.693
Jun-25	2,581,750,000	2,650,830,953	97.39%	\$14,974,150.00	\$12,938,705.88	1,033,008	0.04%	97.43%	\$5.80	\$4.881
Jul-25	2,657,585,000	2,731,622,698	97.29%	\$15,413,993.00	\$13,333,050.39	779,447	0.03%	97.32%	\$5.80	\$4.881
Aug-25	2,585,750,000	2,649,626,669	97.59%	\$14,997,350.00	\$12,932,827.77	940,653	0.04%	97.62%	\$5.80	\$4.881
Sep-25	2,474,431,000	2,542,535,157	97.32%	\$14,351,699.80	\$12,410,114.10	3,791,192	0.15%	97.47%	\$5.80	\$4.881
TOTALS (1)	950,038,652,798	977,264,856,591	97.21%	\$2,510,629,724.40	\$2,211,868,340.09	899,679,442	0.09%	97.31%	\$2.64	\$2.263

- (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										
Sep-24	12,752,915,000	13,041,699,529	97.79%	71,161,266	60,845,717				\$5.58	\$4.665
Sep-25	12,675,207,000	13,012,797,748	97.41%	73,516,201	63,057,088				\$5.80	\$4.846
	(77,708,000)	(28,901,781)		\$2,354,935	\$2,211,370					
	-0.6%	-0.2%		3.3%	3.6%					
Month										
Sep-24	2,607,811,000	2,668,243,213	97.74%	14,551,585	12,522,065				\$5.58	\$4.693
Sep-25	2,474,431,000	2,542,535,157	97.32%	14,351,700	12,410,114				\$5.80	\$4.881
	(133,380,000)	(125,708,056)		(\$199,886)	(\$111,951)					
	-5.1%	-4.7%		-1.4%	-0.9%					
Sept>Aug	(111,319,000)	(107,091,512)		(645,650)	(522,714)					

DUPAGE WATER COMMISSION  
PWS FACILITY ID# - IL435400  
MONTHLY OPERATIONS REPORT  
DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS  
SEPTEMBER 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	1.25	0.06	2.30	1.35	0.05	70	7.2	0.6	2.28	0	AM
2	1.18	0.06	2.28	1.21	0.05	70	7.3	0.7	2.29	0	AM
3	1.22	0.06	2.21	1.31	0.06	71	7.2	0.6	2.20	0	JS
4	1.30	0.06	2.22	1.36	0.10	70	7.2	0.6	2.36	0	JS
5	1.27	0.05	2.27	1.31	0.08	70	7.2	0.6	2.25	0	JS
6	1.30	0.06	2.33	1.30	0.07	70	7.2	0.6	2.20	0	AM
7	1.29	0.05	2.27	1.30	0.07	70	7.3	0.6	2.25	0	AM
8	1.34	0.06	2.20	1.32	0.09	70	7.3	0.6	2.20	0	JS
9	1.30	0.06	2.25	1.34	0.08	70	7.5	0.5	2.18	0	JS
10	1.29	0.05	2.29	1.30	0.07	69	7.4	0.6	2.28	0	AM
11	1.26	0.06	2.26	1.31	0.06	69	7.4	0.5	2.25	0	AM
12	1.33	0.05	2.22	1.32	0.06	69	7.4	0.6	2.26	0	AM
13	1.33	0.07	2.19	1.35	0.10	70	7.5	0.6	2.29	0	JS
14	1.24	0.08	2.20	1.29	0.10	70	7.6	0.7	2.25	0	JS
15	1.33	0.07	2.25	1.35	0.09	70	7.5	0.6	2.22	0	AM
16	1.30	0.06	2.29	1.28	0.07	70	7.6	0.6	2.30	0	AM
17	1.26	0.06	2.20	1.26	0.09	70	7.5	0.6	2.37	0	JS
18	1.32	0.05	2.17	1.35	0.08	70	7.5	0.5	2.35	0	JS
19	1.35	0.05	2.26	1.31	0.10	69	7.5	0.5	2.33	0	AM
20	1.37	0.06	1.97	1.27	0.06	69	7.5	0.6	2.17	0	KD
21	1.22	0.05	2.26	1.28	0.07	70	7.5	0.5	2.31	0	KD
22	1.31	0.05	2.24	1.24	0.07	69	7.5	0.6	2.26	0	JS
23	1.36	0.05	2.36	1.28	0.06	69	7.5	0.5	2.35	0	JS
24	1.33	0.04	2.37	1.23	0.06	70	7.5	0.6	2.27	0	KD
25	1.39	0.05	2.25	1.26	0.07	70	7.6	0.6	2.25	0	KD
26	1.35	0.04	2.33	1.13	0.07	70	7.6	0.6	2.28	0	KD
27	1.37	0.06	2.17	1.35	0.07	70	7.6	0.5	2.22	0	RC
28	1.36	0.07	2.14	1.29	0.08	70	7.6	0.5	2.16	0	RC
29	1.42	0.06	2.20	1.40	0.07	71	7.6	0.6	2.18	0	RC
30	1.32	0.06	2.35	1.23	0.08	70	7.6	0.6	2.22	0	KD
31											
AVG.	1.31	0.06	2.24	1.30	0.07	70	7.4	0.6	2.26	0	
MAX.	1.42	0.08	2.37	1.40	0.10	71	7.6	0.7	2.37	0	
MIN.	1.18	0.04	1.97	1.13	0.05	69	7.2	0.5	2.16	0	

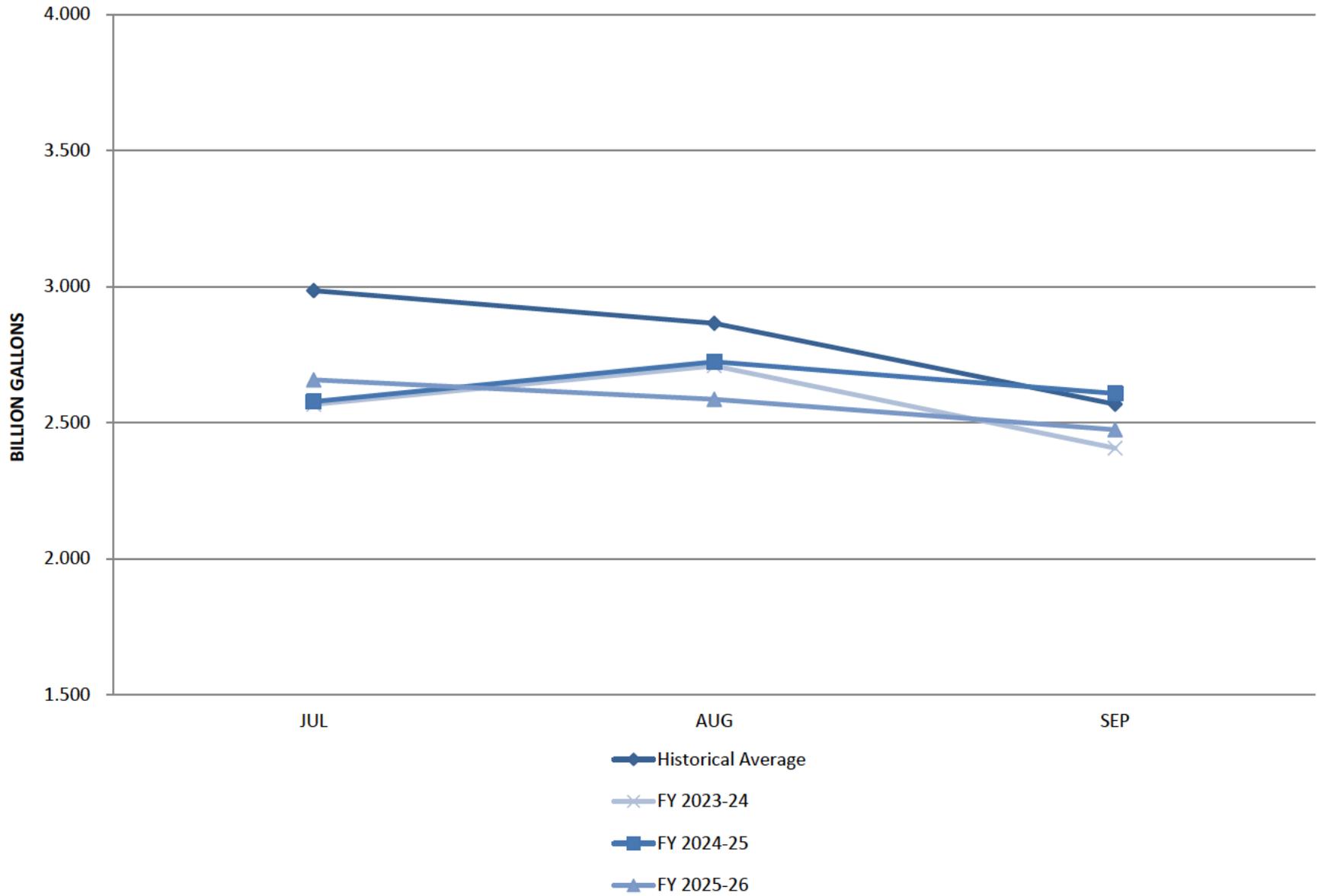
[Redacted Signature]

*10/6/25*

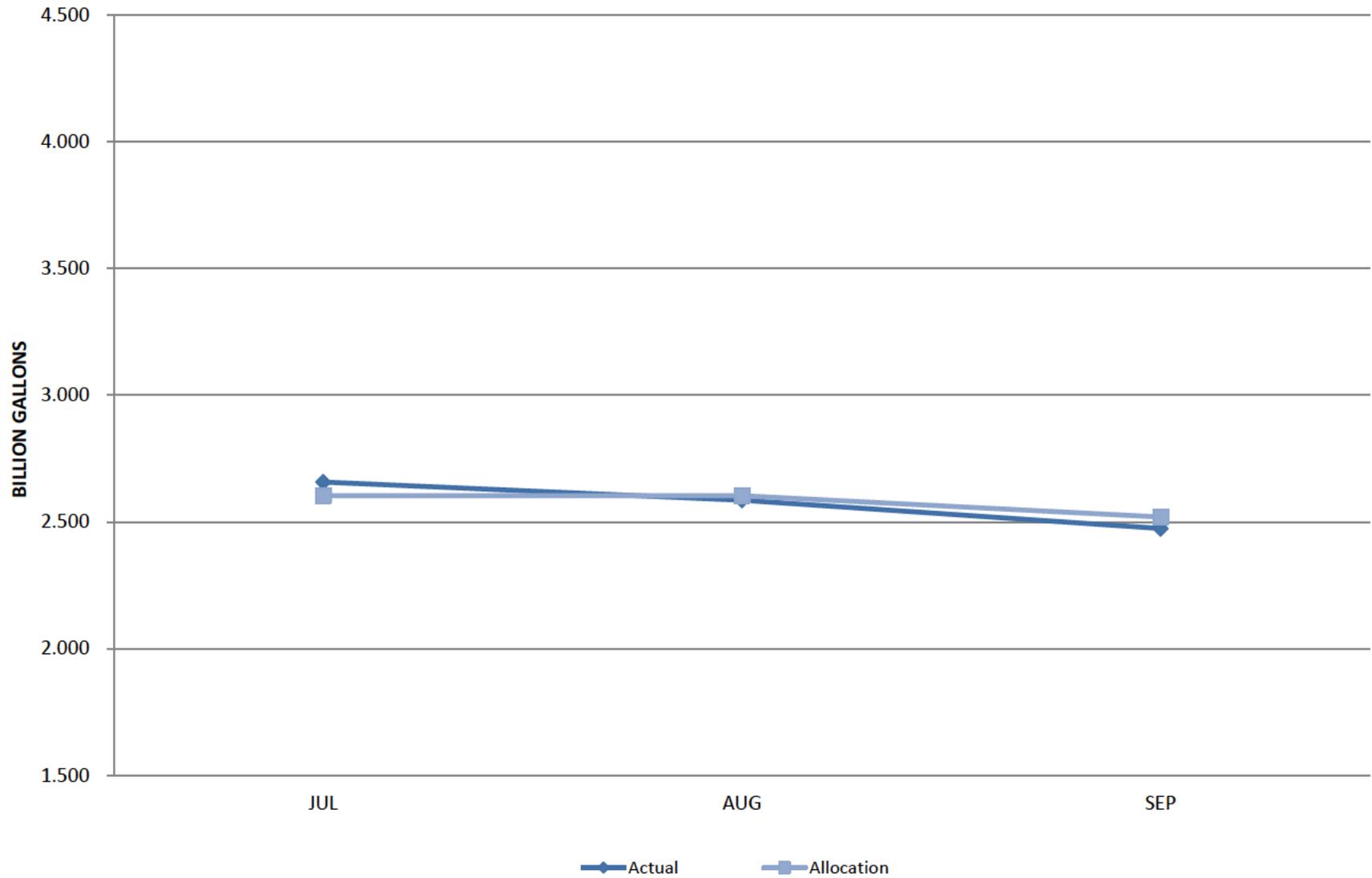
Mike Weed, Operations Supervisor  
Illinois ROINC # 186860234

Date

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



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





## MONTHLY STATUS REPORT

**LAN PROJECT #:** 128-10031-001

**PROJECT:** DuPage Water Commission WaterLink Extension Phase II

**REPORT DATE:** October 6, 2025

**MEETING DATE:** October 16, 2025

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### **I. Progress through October 6, 2025**

#### **A. Field data collection and surveying.**

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





## MONTHLY STATUS REPORT

7. Subsurface Utility Locates
    - a) SUE field activities completed.
    - b) Scope of additional SUE for Fox River re-route TBD upon receiving processed LIDAR data and utility info from IAWC.
  8. Utility Potholing Locates
    - a) Additional potholes completed on Naperville electrical duct bank along 75<sup>th</sup> Street for TW-6 S1.
    - b) Over 440 potholes completed along ComEd corridors 100% complete.
    - c) Scope of additional potholing for Fox River re-route TBD upon receiving processed LIDAR data and utility info from IAWC.
  9. Geotechnical
    - a) Total of 193 borings (95%) completed to date in Phase 2 through July, Draft geotechnical report was received end of July.
    - b) Additional 15 borings at Kendall Point realignment, Montgomery #1, US30/34, Fox River re-route are pending. Kendall Point boring logs delivered this week; addendum to Section 3A.
    - c) Additional geotechnical borings for Fox River re-route pending final alignment.
  10. Cathodic Protection
    - a) Soil resistivity testing along project routes complete for cathodic protection design.
    - b) Final field data report provided for TW-6 S1.
    - c) Draft reports for TW-6 S2 & S3 complete.
    - d) AC Mitigation modeling report(s) for ComEd corridor in progress.
    - e) Remaining report(s) in progress.
- B. Data Collection (as-builts, GIS, design drawings).
1. WaterLink Delivery Point proposed site layouts.
  2. Design team has set initial priority parcels to move to the plat preparation stage.
- C. Ongoing Coordination with ComEd.
1. Drawings submitted to ComEd 1/23/25 to initiate legal and real estate appraisal process.
    - a) Comments received from ComEd. Regular weekly meetings to discuss and re-confirm the alignment are underway.





## MONTHLY STATUS REPORT

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

### D. Land Acquisition

1. 227 of 232 Titles Received
2. 160 total parcels for easement preparation
3. Easement legal descriptions & exhibits
  - a) 130 total prepared to date (81%)
  - b) 67 Appraisal Packages and 520 property negotiations underway.
  - c) School District 308 easement approvals completed after final action July 28.
  - d) Naperville Park District negotiations ongoing

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

1. Bids received on 7/1/25.
2. IEPA construction permit received 2/28/2025.
  - a) Subsequent sampling plan approved to amend the requirement for sampling every 1,200 feet.
  - b) No supplemental permit application is required due to value engineering changes during negotiations. Current construction permit is sufficient.
3. Permit applications with USACE, IDNR, DuPage County Stormwater, City of Naperville, and Naperville Township submitted.
  - a) Permits received from USACE, Will County Stormwater, and two Soil & Water Conservation Districts.
  - b) Comments received from City of Naperville. Comment responses and revised drawings were prepared, including ROV electrical. Revisions resubmitted to the City.
    - 1) Permit resubmittal to Naperville occurred 9/8/25.
  - c) Plans resubmitted to DuPage County DOT on 5/23/25.
  - d) Authorization on bid set design received from DuPage Stormwater. Discussion regarding design changes occurred 8/27/25.





## MONTHLY STATUS REPORT

- 1) DuPage Stormwater agreed that design changes are not significant. Revised drawings have been resubmitted to DuPage Stormwater and a permit amendment will be issued after review.
  4. Value engineering redesign to remove/shorten tunnels and remove 48-inch valves on existing pipe has concluded.
  5. Issued for Construction Documents provided to Contractor 9/25/25.
- F. Contract TW-6 Section 2 & 3 in progress.
1. Additional section breaks for Sections 2A, 2B, 2C, 3A, 3B, and 3C have been confirmed.
  2. Water transmission main plan and profile design ongoing.
    - a) Revisions in progress to address new ComEd comments.
    - b) Revisions in progress near US 30 crossing.
  3. DWC review comments received and revisions are in progress.
    - a) Revisions complete for Sections 2A and 2B.
  4. TW-6 Sections 2A & 2B advertised for bids on 9/26/25.
    - a) Pre-bid meeting scheduled for 10/9/25. Bid date scheduled for 10/31/25.
  5. Trenchless crossings have been re-evaluated and value engineered similar to the design revisions in progress for TW-6 Section 1.
  6. Drawings submitted to ComEd 1/23/25 to initiate legal and real estate appraisal process.
    - a) Wetlands reports subsequently submitted to ComEd environmental reviewer.
      - 1) Reviews completed by Capacity Planning, Vegetation, and Economic Development w/ no comments.
      - 2) Review comments from Transmission group have been addressed. Drawings addressing additional comments provided on 8/7/25.
      - 3) Revised plan and profile drawings for ComEd final engineering and environmental review have been submitted.
  7. 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.
    - c) Design underway. Final design pending geotechnical investigation.





## MONTHLY STATUS REPORT

8. Fox River realignment (Section 3C) design is in progress.
  - a) Final alignment pending completion of field work, utility data collection, and geotechnical work.
    - 1) Additional wetlands delineation and environmental surveys are required, including updates to various environmental reports.
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.
    - 1) Resubmittal to Naperville for Sections 2A and 2B has been made.
  - c) Plan review submittals made to four gas pipeline companies (west of 95<sup>th</sup> & Wolf's Crossing).
    - 1) Received confirmation of receipt, comments, and/or questions from all four.
  - d) Permit submittal to CN Railroad has been submitted and received.
    - 1) CN license agreement approved and received.
  - 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 application to OmniTrax/Illinois Railway has been submitted.
    - 1) OmniTrax returned comments on 6/23/25 requesting additional documents. Ongoing coordination to provide Certificate of Insurance from DWC. Draft license agreement received for review.
    - 2) Resubmittal will be required upon completion of Fox River realignment design (Section 3C).
  - g) Construction permit received from IEPA.
    - 1) A supplemental IEPA construction permit application has been submitted to reflect the ComEd changes. IEPA noted that this review time would be approximately 10 days.
  - h) US Fish and Wildlife provided a tree clearing restriction from April 1 – September 30. Requirements will be added to the plans/specs. Exceptions can be requested on a case by case basis. USFWS will likely require a survey of trees to be removed by exception to ensure no bats are living in the tree. Likelihood of exception being granted increases further from Fox River.
  - i) Ongoing coordination with Naperville Park District regarding construction in Frontier Park.





## MONTHLY STATUS REPORT

### 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 100% complete and finalizing through internal QAQC.
  - a) Easement through Polo Crossings development.
    - 1) Met with developer & Oswego Aug 6 – appears that easement donation along west property line will work for 36-inch water main there. DWC finalizing easement language with attorneys.
  - b) Collins Rd alignment west of Oswego #2.
    - 1) Resubmitted to Kendall County on 5/19/25 and alignment approval received on 6/18/25 from Fran Klass.

### 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.
  - a) Comments received from DWC review.
3. Ongoing coordination with IDOT District 3 on IL Route 71 project overlap.
4. IDOT District 3 comments received in June.
  - a) The most pressing comment is the direction that work cannot proceed until the Route 71 widening project is complete in Spring 2027. Further discussion with IDOT needed.
  - b) Meeting occurred Monday 8/11/25 with IDOT District 3 to discuss comments.

### 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 4/9/25.
  - a) Resubmittal to address comments made on 6/2/25.
  - b) DWC reviewing draft license agreement.





## MONTHLY STATUS REPORT

### J. Contract MS-22 Meter Stations in progress.

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

### II. Scope Changes – Phase II (to date)

#### A. Design of Additional Architectural Treatments for WaterLink Meter Stations.

1. Fee: Pending (to be submitted to DWC for review/approval).

#### B. ComEd revisions based on unexpected new comments.

1. Fee: Pending (to be submitted to DWC for review/approval).

#### C. Fox River Crossing alternate route.

1. Fee: Pending (to be submitted to DWC for review/approval).

#### D. Permit Fees

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

### III. Financials

#### A. Total Phase II Contract: \$19,956,942

##### 1. Fee Expended through September 30, 2025:

- a) Total: \$18,363,782 (92%)
  - 1) Basic Services: \$12,094,035 (60.6%)
  - 2) Additional Services: \$6,065,584 (31.4%)





## MONTHLY STATUS REPORT

### **IV. Completed Workshops, Meetings and Visits (September – October)**

- A. ComEd Comment Review and Technical Discussion Meetings – Various
- B. Schedule Update Meetings with Burns & McDonnell – Various
- C. Monthly Progress Meeting – September 18, 2025
- D. Coordination Meeting with Naperville Park District – September 18, 2025
- E. TW-6/25 Section 2A+2B Advertise for Bid – September 26, 2025
- F. TW-6/25 Section 1 Coordination Meeting with Benchmark/D. Construction – October 6, 2025
- G. Oswegoland Park District Coordination Meeting – October 8, 2025
- H. TW-6/25 Section 2A+2B Pre-Bid Meeting – October 9, 2025
- I. USACE Fox River Crossing Coordination Meeting – October 10, 2025

### **V. Upcoming Tasks & Meetings**

- A. Finalize ComEd alignment modifications, including alternate river crossing route.
- B. Weekly Check-In Meetings – Various
- C. Schedule Coordination with Burns & McDonnell – Various
- D. ComEd Coordination Meetings – As Needed
- E. Phase II geotechnical field work – As Needed
- F. TW-6/25 Sections 2A+2B Bid Opening – October 31, 2025
- G. Monthly Progress Meeting – November 20, 2025
- H. Permit submittals to various review agencies.



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

Description	Activity through April 26, 2024	Activity through May 31, 2024	Activity through June 30, 2024	Activity through July 31, 2024	Activity through August 31, 2024	Activity through September 30, 2024	Activity through October 31, 2024	Activity through November 30, 2024	Activity through December 31, 2024	Activity through January 31, 2025	Activity through February 28, 2025	Activity through March 31, 2025	Activity through April 30, 2025	Activity through May 31, 2025	Activity through June 30, 2025	Activity through July 31, 2025	Activity through August 31, 2025	Activity through September 30, 2025	Planned	Planned	Planned	Planned	Planned	
	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	
Basic Services	\$ 625,960	\$ 876,344	\$ 980,607	\$ 1,011,525	\$ 994,029	\$ 993,016	\$ 999,176	\$ 1,117,315	\$ 1,116,854	\$ 745,163	\$ 499,762	\$ 498,028	\$ 378,063	\$ 258,692	\$ 254,130	\$ 248,300	\$ 248,197	\$ 248,033	\$ 260,469	\$ 135,277	\$ 10,085	\$ 10,085	\$ 10,085	
Additional Services	\$ 545,788	\$ 1,126,706	\$ 586,700	\$ 561,317	\$ 594,996	\$ 64,786	\$ 149,871	\$ 438,311	\$ 350,417	\$ 283,233	\$ 83,116	\$ 205,871	\$ 183,722	\$ 253,965	\$ 236,036	\$ 198,526	\$ 203,231	\$ 204,163	\$ 287,648	\$ 287,648	\$ 287,648	\$ 287,648	\$ 16,398	
<b>MONTHLY SUBTOTAL</b>	<b>\$ 1,171,748</b>	<b>\$ 2,003,050</b>	<b>\$ 1,567,307</b>	<b>\$ 1,572,842</b>	<b>\$ 1,589,025</b>	<b>\$ 1,057,802</b>	<b>\$ 1,149,047</b>	<b>\$ 1,555,626</b>	<b>\$ 1,467,271</b>	<b>\$ 1,028,396</b>	<b>\$ 582,878</b>	<b>\$ 703,899</b>	<b>\$ 561,785</b>	<b>\$ 512,657</b>	<b>\$ 490,166</b>	<b>\$ 446,826</b>	<b>\$ 451,428</b>	<b>\$ 452,196</b>	<b>\$ 548,117</b>	<b>\$ 422,925</b>	<b>\$ 297,733</b>	<b>\$ 297,733</b>	<b>\$ 26,483</b>	
<b>SUBTOTAL</b>	<b>\$6,314,947</b>				<b>\$5,351,501</b>				<b>\$8,290,495</b>															
<b>IGA ESCROW DEPOSITS</b>	<b>\$7,764,000</b>				<b>\$5,532,000</b>				<b>\$6,660,942</b>															
<b>TOTAL PHASE II CONTRACT</b>																			<b>\$</b>		<b>19,956,942</b>			





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## Progress Report

**Date:** Sept 30, 2025  
**Project:** Lake Michigan Water Supply Initiative  
**To:** Paul May, General Manager, DuPage Water Commission  
Ramesh Kanapareddy, Executive Director, NSMJAWA  
**From:** Pete Mulvaney, Consor  
**Reviewed By:** Guy Carpenter, Woolpert  
**Re:** September progress

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### Scope of Work

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

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

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

### Progress

Progress in September consists of:

- Weekly status meetings with DWC General Manager and NSMJAWA Executive Director
  - Completed analysis after the first round of interviews for Communications Plan
  - As part of Communication Plan, drafted two one-page flyers to be distributed to elected officials for unified messaging
  - Prepared and presented current results of the Business Case analysis at the September DWC Board Meeting
  - Prepared and presented progress to the NSMJAWA Executive Committee meeting
  - Prepared results for the NSMJAWA business case to be presented to NSMJAWA Executive Committee at the October 9 meeting
-



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- Advanced case studies of large program governance models
  - Updated the risk register with impact, likelihood, and mitigation strategies
  - Refined draft scope of work for Program Manager
  - Coordinated with Seaworks marine survey
  - Prepared visual aids

## Forecast

In October, the Technical Advisory Team focus will include:

- Business Case Analysis
  - Incorporate the anticipated Chicago Cost-of-Service data
- Governance
  - Conclude case study research
  - Provide summary of Joliet approach
  - Prepare core elements of partner/customer continuum
  - Provide workshop / tools as needed
- Communications Framework
  - Prepare for additional opinion research
  - Conduct additional interviews as directed
  - Release communications materials as directed
- Risk and Delivery Approach
  - Prepare summary for leadership consumption



Resolution #: R-72-25

Account: 01-60-663100

Approvals: *Author / Manager / Finance / Admin*

**D.P. RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 10/9/2025

**Description:** A Resolution Authorizing the General Manager to Purchase Steel Pipe and Butt Straps from American Spiral Weld Pipe Company

**Agenda Section:** Engineering & Construction

**Originating Department:** Pipeline & Remote Facilities

The Commission maintains an inventory of spare steel pressure pipes intended for use as replacement when a PCCP or steel pipe section requires repair. The inventory typically contains a minimum of two sections of pipe for each pipe diameter present within the Commission's distribution system for pipes ranging in size from 20-inch to 90-inch in diameter.

The Commission also maintains an inventory of steel butt straps of various sizes which are used to fabricate joints or to fill gaps in dissimilar pipe diameters. The steel butt straps are furnished in two halves that are assembled at the connecting point of two pipe ends at the repair area.

Recent repairs have resulted in the Commission utilizing its inventory materials including one section of 30-inch diameter steel pipe and 4 (four) sections of steel butt straps. Therefore, staff recommend replenishing the pipe and butt strap inventory.

In accordance with purchasing procedures, staff solicited cost estimates for one section of 30-inch steel pipe and 4 sections of steel butt straps from two (2) steel pipe fabricators. The results are listed on the table below:

Company	Cost Proposal
American Spiral Weld Pipe Company	\$27,015.00
Northwest Pipe Company	Declined to submit estimate

### Recommended Motion:

To approve Resolution No. R-72-25 and authorize the General Manager to procure steel pipe and butt straps from American Spiral Weld Pipe Company for a cost not to exceed \$30,000.

DuPAGE WATER COMMISSION

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**RESOLUTION NO. R-72-25**

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A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE STEEL PIPE AND BUTT STRAPS FROM AMERICAN SPIRALWELD PIPE COMPANY

WHEREAS, pursuant to Article VIII, Section 4 of the Commission's By-Laws, and as required by State Statute, the Commission solicited proposals to Furnish and Deliver one (1) section of 30-inch diameter steel pipe and 4 steel butt straps; and

WHEREAS, two proposals were received; and

WHEREAS, based upon representations made by staff, the Board of Commissioners of the DuPage Water Commission has determined that the proposal of American SpiralWeld Pipe Company is 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 and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO The DuPage Water Commission hereby authorizes the purchase of Steel Pipe and Butt Straps from American SpiralWeld Pipe Company not to exceed \$30,000.

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-72-25.docx

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EXHIBIT 1

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American SpiralWeld Pipe Co. Proposal No. NIL00117

# AMERICAN SpiralWeld Pipe Company, LLC

**Northeast Region - Caelan March**  
 1617 N Oakley Ave  
 Chicago, IL 60647

**Phone: 205-919-6026**  
**Fax: 205-325-8194**

**Project #:** NIL00117  
**Project Name:** Dupage County Pipe and Buttstraps  
**Location:** Elmhurst, IL  
**Bid Date:** 10/01/2025

**Revision:** 4 **QUOTATION** **Quote Total: \$27,015.00**

<u>Quantity</u>	<u>UOM</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price \$</u>
<b><u>Adder for 30" Pipe and 2 Buttstraps</u></b>				
1	LS	Adder for 30" Pipe and 2 Buttstraps Pricing Includes:	\$27,015.00	\$27,015.00
1	EA	31.375" X 0.375" X 50' X Plain End X Plain End Rolled Short	\$25,815.00	\$25,815.00
2	EA	31.5625" ID X 0.375" X 12" Buttstrap	\$600.00	\$1,200.00

- Notes:  
 1. Quote is for 1 inventory pipe from Columbia.  
 2. The pipe is CML x Poly.

**Material prices quoted represent the current market price of steel and any applicable surcharge in effect as of the date of this quotation. If we are not provided release to purchase steel by October 31, 2025, the final invoice price of material quoted will be increased by taking the difference between the American Metal Market (AMM) Hot Rolled Sheet Price (Midwest) in effect at time of bid and the AMM Hot Rolled Sheet Price at time of steel shipment to our plant.**



**Resolution #:** R-75-25

**Account:** 01-60-663400

**Approvals:** *Author / Manager / Finance / Admin*

**D.P. RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 10/9/2025

**Description:** **A Resolution Approving & Ratifying a Second Amendment to task Order No. 14 Under a Master Task Order Agreement with AECOM.**

**Agenda Section:** Engineering & Construction

**Originating Department:** Pipeline & Remote Facilities

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The Commission entered into a Master Contract with AECOM Technical Services, Inc., dated May 16, 2013, for professional engineering services in connection with such discrete projects that are delineated and described in Task Orders to be approved by the Commission.

On November 21, 2019, the Commission approved R-47-19, Task Order No.12 with AECOM Technical Services, Inc., for professional engineering services in connection with The Central Tri-State Reconstruction Project. Task Order No. 12 and subsequent First Amendment to Task Order No. 12, Task Order No. 14, and First Amendment to Task Order No. 14 authorized AECOM Technical Services, Inc., to review Commission supplied pipe data and report on possible impacts to existing Commission facilities resulting from the Illinois State Highway Authority's Central Tri-State Widening Project.

Since the commencement of this multi-year project in 2019, AECOM Technical Services, Inc., has provided for review of all the design submittals from the Illinois State Toll Authority's Central Tri-State Reconstruction and Project, which is critical to ensure preservation of the primary 90" and 72" supply pipelines from Lexington, which are impacted by construction crossings, bridge abutments, excavation, and pile-driving. In particular, AECOM evaluates and monitors maximum construction-induced vibrations, excavation limits, pipe loading design requirements, and provides design memoranda to avoid impairment of our infrastructure. The total combined estimated cost for AECOM Technical Services, Inc., in connection with The Tri-State Reconstruction Project to date has reached the limit of the previously approved amount.

Due to the need for continued inspection and vibration analyses for work in proximity to Commission's critical assets as the Tollway project continues into the next years, funding for the construction services must be replenished to continue said services into the next phase. Staff are recommending an increase of the cost not-to-exceed by \$90,000.

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**Recommended Motion:**

To adopt Resolution No. R-75-25 for Construction Services with AECAOM for an estimated additional cost of \$90,000.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-75-25**

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A RESOLUTION APPROVING A SECOND AMENDMENT TO TASK ORDER NO. 14 UNDER A MASTER CONTRACT WITH AECOM TECHNICAL SERVICES, INC.

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

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

WHEREAS, pursuant to Resolution No. R-48-20, the Commission approved Task Order No. 14 to the Master Contract for Professional Engineering Services for the DuPage Water Commission; and

WHEREAS, the Commission and Consultant desire to amend Task Order No. 14 to the Master Contract to add costs incurred with Construction Administration and Resident Engineering Services, and to increase the not-to-exceed cost of the services, the Board of Commissioners of the DuPage Water Commission hereby finding and determining, based upon the representations of Staff and Consultant that the circumstances said to necessitate the changes were not reasonably foreseeable at the time Task Order No. 14 was signed, the changes are germane to the Task Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and

WHEREAS, the Consultant has approved the Second Amendment to Task Order No. 14 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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

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

SECTION TWO: The Second Amendment to Task Order No. 14 attached hereto as Exhibit 1 shall be and hereby is approved.

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
James Zay, Chairman

ATTEST: \_\_\_\_\_

Danna Mundall, Clerk  
Board/Resolutions/2025/R75-25.docx

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EXHIBIT 1

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**SECOND AMENDMENT TO  
TASK ORDER NO. 14**

**SECOND AMENDMENT TO  
TASK ORDER NO. 14**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission (“Owner”) and AECOM Technical Services, Inc. (“Consultant”), for Professional Engineering Services dated June 19, 2013 (the “Contract”), Owner and Consultant agree to amend, effective October 16, 2025, Task Order No. 14 to the Illinois State Toll Highway Authority’s (ISTHA) Central Tri-State Widening Project Contract 4496 (Advanced Northbound CO9A), Contract 4300 (Mainline Northbound CO9D), and Contract TBD (Mainline Northbound CO9D) Construction Services (Task Order No. 14) as follows:

1. **Key Project Personnel:**

Section 7, entitled “Key Project Personnel” of Task Order No. 14 shall be amended in its entirety so that said Section 7 shall hereafter be and read as follows:

“Key Project Personnel:  
Chad Laucamp”

2. **Contract Price:**

Section 8, entitled “Contract Price,” of Task Order No. 14 shall be amended in its entirety so that said Section 8 shall hereafter be and read as follows:

**“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	Lump Sum
Task 1 – Construction Engineering	\$130,000.00
<i>Task 2 – Onsite Construction Observation and Inspection</i>	<i>\$40,000.00</i>
<i>Total Estimated Cost</i>	<i>\$170,000.00</i>

*Notwithstanding the foregoing, the total Contract Price shall be increased by \$90,000.00 to a total not to exceed sum of \$170,000.00. (Including Task #12, the total for this work is \$231,302) The contact price maybe adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.”*

In all other respects, Task Order No. 14 to the Contract shall remain in full force and effect, and Task No. 14 to the Contract shall be binding on both parties as hereinabove amended.

DuPAGE WATER COMMISSION

BY: \_\_\_\_\_  
Paul D. May, PE  
General Manager

AECOM TECHNICAL SERVICES, INC.

BY: \_\_\_\_\_  
Chad Laucamp, P.E.  
Associate Vice President



Resolution #: R-76-25

Account: 01-60-663100

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

## REQUEST FOR BOARD ACTION

**Date:** 10/9/2025

**Description:** A Resolution Approving Hydro-Vacuum Cleaning Services at a Cost Not-to-Exceed \$30,000.

**Agenda Section:** Engineering & Construction

**Originating Department:** Pipeline & Remote Facilities

As a function of the annual 2025 Air Release Valve Vault Structure Inspections, staff has identified thirty (30) manhole vault structures that require removal of debris from the bottom of the vaults. The proposed vault structure services include removal of debris by hydro-vacuum truck using pneumatic suction and pressurized water washing. Since each vault structure varies in depth and accumulated volume of debris requiring the removal is not readily quantifiable, daily cost of service will be used as a payment unit.

In accordance with Commission Purchasing Procedures, staff solicited several proposals from Hydro-vacuum service providers to perform Hydro-vacuum cleaning services; two proposals were received and are listed below:

Company	Daily Estimated Cost
Badger Daylighting Corp.	\$4,922.19
Benchmark Construction Co., Inc.	\$6,353.56

Staff recommend approval to procure the services of Badger Daylighting Corp to perform the Hydro-vacuum cleaning in the amount not to exceed cost of \$30,000.

### Recommended Motion:

To approve R-76-25 for Hydro-Vacuum Services with Badger Daylighting Corp, in the amount not to exceed cost of \$30,000.

DuPAGE WATER COMMISSION

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**RESOLUTION NO. R-76-25**

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A RESOLUTION APPROVING PURCHASING HYDRO-VACUUM CLEANING SERVICES FROM BADGER DAYLIGHTING CORP

WHEREAS, pursuant to Article VIII, Section 4 of the Commission's By-Laws, and as required by State Statute, the Commission solicited proposals to provide Hydro-Vacuum Cleaning Services; and

WHEREAS, the Commission desires to clean Air Release basins; and

WHEREAS, staff solicited proposals in accordance with the Commission's Purchasing Procedures; and

WHEREAS, based upon representations made by staff, the Board of Commissioners of the DuPage Water Commission has determined that the proposal of Badger Daylighting Corp is most favorable to the interest of the Commission;

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

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

SECTION TWO The DuPage Water Commission hereby authorizes the purchase of Hydro-Vacuum Cleaning Services from Badger Daylighting Corp, for the price set forth in Its Proposal, not to exceed \$30,000.

**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-76-25docx

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EXHIBIT 1

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Badger Daylighting Corp Proposal CPQ-203481v1



# Badger Hydrovac Service Proposal

United States

<b>Prepared By:</b>	Scott Schulz
<b>Email:</b>	SSchulz@badgerinc.com
<b>Phone:</b>	815-200-2064
<b>Date:</b>	09/05/2025
<b>Estimate Number:</b>	CPQ-203481v1
<b>Project Name:</b>	Dupage Water Commission- Addison Vault cleaning



**Badger Daylighting Corp**  
 MELROSE PARK IL CORP  
 1740 N 25th Ave  
 Melrose Park, IL 60160  
 "An equal opportunity employer"

Estimate	
Date	09/05/2025
Reference	CPQ-203481
Prepared By	Scott Schulz

Customer Information			
Company	DUPAGE WATER COMMISSION	Contact Name	Dave Chapman
Contact Phone #	+1 (630) 651-9818	Email	chapman@dpwc.com
Billing Address	600 E BUTTERFIELD RD	Title	
Billing City/State	Elmhurst IL 60126	Account Number	6509044
Service Address	Addison Rd & W Interstate Rd Addison IL 60101		

**Scope Of Work**

Customer has requested T&M rates for hydro-vac excavation services to clean out various vaults.

Service Item	Item Description	Unit Cost	UOM	Quantity	Amount
BADGER HYDROVAC WITH OPERATOR	Up to 8 Hrs. Port to Port/8 Hr. Min.	\$287.00	HR	8.0	\$2,296.00
BADGER HYDROVAC WITH OPERATOR OVERTIME	Over 8 Hrs. Port to Port/ Saturdays & Nights	\$334.75	HR	4.0	\$1,339.00
ADDITIONAL OPERATOR	Up to 8 Hrs. Port to Port/8 Hr. Min.	\$147.90	HR	0.0	\$0.00
ADDITIONAL OPERATOR OVERTIME	Over 8 hrs. port to port/ Saturdays & Nights	\$178.50	HR	0.0	\$0.00
DISPOSITION	If disposal onsite is not provided/Per ton	\$130.00	EA	6.0	\$780.00
CONSUMABLE MATERIALS		\$35.00	EA	1.0	\$35.00
FLUCTUATING FUEL RECOVERY		\$372.19	EA	1.0	\$372.19
SUPPLY WATER		\$100.00	EA	1.0	\$100.00
REMOTE HOSE	6" Diameter	\$4.00	FT	0.0	\$0.00
SUPPORT TRUCK		\$185.13	DAY	0.0	\$0.00

**Total**      \$4,922.19



*This proposal contains the budgetary estimate to complete the work as described above under the heading "Scope of Work". If any part of the work varies from that described in Scope of Work, or if unexpected digging conditions are encountered (eg rocks, rubble, roots, etc...), then additional charges shall apply. All work will be done on a time and material basis. All work will be done in accordance with the terms and conditions contained in Badger Daylighting Corp.'s standard terms and conditions (USA) attached hereto.*

Customer (Company)	_____	PO #:	_____
Name (Please Print)	_____	Title:	_____
Signature	_____	Date:	_____

*I am authorized to bind the Company*



**General Notes, Conditions, & Badger Responsibilities:**

1. Travel rates apply when traveling from the closest Badger Operation to the client's project site.
2. Badger will off load material at contracted facility. Travel to and from a designated facility is considered part of the work day and charged at the hourly rate.
3. Any additional third party services provided by Badger Daylighting outside of our typical Hydrovac activities shall be charged out at cost +.
4. With any Hydrovac project, there are possible additional charges that are application and site specific. For example, items such as water trucks, specialized equipment and attachments (remote hose, etc.), crew trucks, and other items may be required. Rather than provide an extensive listing of all possible considerations, this is best implemented on a project-by-project basis and evaluated at the field operations level. The information presented in this document represents the complete proposal.
5. This proposal is valid for 30 days from the date posted on this proposal document.
6. Any and all quotes, offers and transactions are pending Credit Approval by Badger.
7. Terms of Payment - Net 30 days from date of invoice. Late invoices subject to service fees.
8. Zero (0) % retainage is withheld.
9. Taxes – tax will be added to quote pricing as required by State/Local governments.
10. All invoices will be assessed a Fluctuating Fuel Recover Fee on the entire amount of the invoice. This fee is reviewed regularly and is subject to change. Badger utilizes information from the US Department of Energy and the Canadian Department of Natural Resources when calculating the fee.

**Customer responsibilities include:**

1. Access to the Hydrovac site, including permits and permission from property owners, utilities, and government agents.
2. Surface locates, survey marks and traffic control, if needed unless agreed to in writing prior.
3. Breaking, removal, and restoration of asphalt and or concrete unless agreed to in writing prior.
4. Establish, maintain, and remediate accessible water source and disposal site.
5. Specific direction and locations for Hydrovac excavation.
6. Backfill and site restoration unless agreed to in writing prior to completing work.
7. Materials to secure and cover the excavation unless agreed to in writing prior. Badger
8. Shoring, maintenance, and barricading.
9. Ownership of the soil and debris removed by the Hydrovac including any soils or material contaminated or suspect.
10. Any project delays caused by others that result in downtime of Badger Hydrovac units will be billed at the hourly rates.
11. Pay for all specialized training that is required by contractor/owner/Badger to be on the site to work.
12. Notify Badger of all billing requirements and any appropriate purchase orders, job numbers, AFE, etc. that would be necessary to release payment to . This must be done prior to the first day of work.
13. Notify Badger of any of the following: Certified payrolls, OCIP requirements, prevailing wages.
14. Additional insurance requirements over what Badger already has in place

**Customer Representative**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*I am authorized to bind the Company*

**Badger Representative**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## **BADGER DAYLIGHTING CORP. STANDARD TERMS AND CONDITIONS (USA)**

**1. Definitions.** "Service Provider" shall mean Badger Daylighting Corp. "Buyer" shall mean any party who contracts to purchase Services from Service Provider, as indicated on a service agreement or a statement of work. "Services" shall mean those services and any related goods ordered by Buyer from Service Provider pursuant to a service agreement accepted by Service Provider. "Credit Application" shall mean Service Provider's form of credit application, as may be amended from time to time, the review and written approval of which is a pre-requisite to Service Provider entering into any type of binding agreement with Buyer to provide Services. "USA" shall mean the United States of America.

### **2. Terms of Service Agreement Acceptance and Complete Agreement**

(a) Acceptance. Buyer's order for Services is binding only when accepted in writing by an authorized representative of Service Provider, and is accepted subject to all of Service Provider's Standard Terms and Conditions of Services, which constitute the complete agreement between the parties. Buyer's acceptance of delivery and performance of Services evidences Buyer's acceptance of all of Service Provider's Standard Terms and Conditions of Services.

(b) No Acceptance. Service Provider's performance under any Buyer service agreement or a statement of work does not constitute an acceptance of any provision of any Buyer service agreement that is different from or additional to Service Provider's Standard Terms and Conditions of Services, and any such different or additional provisions are hereby expressly rejected and are void.

### **3. Buyer's Obligations.**

(a) Services. Buyer shall: (i) cooperate with Service Provider in all matters relating to Services and provide such access to Buyer's premises, and other facilities as may reasonably be requested by Service Provider, for the purposes of performing Services; (ii) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of the service agreement; (iii) provide such Buyer materials or information as Service Provider may reasonably request and Buyer considers reasonably necessary to carry out Services in a timely manner and ensure that such Buyer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary permits and consents and comply with all applicable laws in relation to Services before the date on which Services are to start.

(b) Shipment and Delivery. Any goods provided in relation to the Services are sold EXW Service Provider's Facility Incoterms 2010. The method and route of shipment shall be as mutually agreed in each accepted service agreement. Service Provider shall tender delivery of all such related goods to a carrier for transportation to Buyer's place of business. All costs of transportation, including, without limitation, taxes and standard insurance shall be assessed by Service Provider and borne by Buyer unless otherwise agreed to in writing by Service Provider. Service Provider shall invoice Buyer for all shipping related costs.

All risk of loss shall pass to Buyer when such related goods are made available to the carrier at Service Provider's facility, including, without limitation, all risks of loading, transportation, and shipment. Delivery and acceptance shall not be affected by a delay on the part of Buyer in accepting delivery. Shipment of such related goods held by reason of Buyer's request or inability to receive such related goods will be at the risk and expense of Buyer. Claims for shortages in shipment shall be deemed waived by Buyer unless made in writing to Seller within thirty (30) days from the date of invoice.

**4. Buyer's Acts or Omissions.** If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Service Provider shall not be deemed in breach of its obligations under the service agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay. breach of its obligations under the service agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

**5. Taxes and Fees.** Unless expressly stated and agreed to in writing by Service Provider, quoted prices do not include any shipping and handling charges, sales, use, excise, or similar taxes or duties. Buyer shall pay these taxes directly if the law permits or shall reimburse Service Provider if Service Provider is required to collect and pay them.

### **6. Representations and Warranties; Limitation of Remedy.**

(a) Service Provider represents and warrants to Buyer that it shall perform Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the service agreement.

(b) Service Provider shall not be liable to a breach of the warranty set forth in Section 6(a) unless Buyer gives written notice of the defective Services, reasonably described, to Service Provider with three (3) days of the time when Buyer discovers or ought to have discovered that Services were defective.

(c) The sole and exclusive remedy of Buyer for any liability of Service Provider of any kind, including (i) warranty, express or implied, whether contained in the terms and conditions hereof or in any terms additional or supplemental hereto, (ii) contract, (iii) negligence, (iv) tort, or (v) otherwise, is limited to Service Provider's repair or re-performance of Services. The sole and exclusive remedy for goods related to Services shall be Service Provider's repair or replacement of those related goods the examination of which by Service Provider reveals material defects during the warranty period or, at Service Provider's option, a refund to Buyer of the money paid to Services Provider for such goods. The warranty period shall begin on the date of completion of Services on Service Provider's invoice and shall continue for a period of one (1) year therefrom for all Services. This limited warranty shall not extend to any Services that have been modified, disassembled, altered, changed, damaged, misused, repaired, misapplied or negligently maintained in any manner.

(d) EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 6(a) ABOVE, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; OR (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF



INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

**7. Limitation of Liability.**

(a) SERVICE PROVIDER'S LIABILITY SHALL BE LIMITED TO THE COST OF REPAIR AND RE-PERFORMANCE OF SERVICES WITHIN A REASONABLE PERIOD OF TIME FOLLOWING PROPER AND TIMELY NOTICE BY BUYER. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER ESSENTIAL PURPOSE. IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER. Buyer agrees to indemnify and hold Service Provider harmless from and against all liabilities, claims, or demands of third parties of any kind relating to Services and the use of any related goods arising after performance of Services.

(b) The limitation of liability set forth in Section 7(a) above shall not apply to (i) liability resulting from Service Provider's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Service Provider's negligent acts or omissions.

**8. Rejection or Claims.** A rejection of Services for non-conformity, or a claim of incomplete performance and/or damage by Buyer, shall not be effective unless it is made, and written notice thereof is given to Service Provider, within thirty (30) days after Services are provided to Buyer; or, with respect to any goods related to Services, within thirty (30) days after such related goods arrive at the destination specified in Service Provider's statement of work. Service Provider reserves the right to inspect the site of supposed non-conforming Services and to determine lack of conformity in its sole discretion.

**9. Performance Dates.** Service Provider shall use reasonable efforts to meet any performance dates specified in the service agreement, and any such dates shall be estimates only.

**10. Failure to Take Delivery.** If Buyer fails to take delivery of any goods related to Services, or any part thereof, such related goods not delivered shall be held at Buyer's sole risk in all respects. Service Provider, acting as Buyer's agent and at Buyer's expense, may thereafter store, insure and/or otherwise protect such related goods or may resell same for Buyer's account. The delivery date(s) quoted are based on Service Provider's best estimate of a realistic time when delivery to the carrier will be made, and are subject to confirmation at time of acceptance of any resulting Service Agreement. Service Provider reserves the right to make either early delivery or partial delivery upon prior notice to Buyer as provided in Section 23 hereof and to invoice Buyer accordingly.

**11. Title and Risk of Loss or Damage.** Title, risk of loss and/or damage shall pass to Buyer when any goods related to Services are made available to the carrier at Service Provider's facility.

**12. Payment Terms.**

All payments are due thirty (30) days from date of invoice in U.S. Dollars, unless otherwise specified by Service Provider. Buyer's failure to make payment when due will be a material breach of the service agreement and these Standard Terms and Conditions of Services. Subject to applicable law, amounts unpaid after such date may, at Service Provider's discretion, bear interest from the date of the invoice at a rate of one and one-half percent (1.5%) per month, or eighteen percent (18%) per annum. Service Provider shall be entitled to reimbursement from Buyer for all costs and fees, including reasonable attorneys' fees, incurred by Service Provider in the collection of any overdue amounts. Service Provider, at its sole option and without incurring any liability, may suspend its performance of Services until such time as any overdue payment is made or Service Provider receives assurances, adequate in Service Provider's opinion, that the payment will be promptly made. In the event of such suspension of performance of Services by Service Provider, there will be an equitable adjustment made to the remaining performance schedule and pricing to reflect the duration and cost resulting from such suspension. Buyer may only suspend performance upon Service Provider's written consent. In the event of such Buyer suspension, the performance time will be changed, taking into account the suspension, and Buyer will promptly pay Service Provider for all costs, including related overhead costs, resulting from such suspension. All terms of the Credit Application are incorporated into and are part of this Agreement.

For your convenience, Badger accepts payment in multiple forms including check, ACH, EFT, and certain credit cards. To the extent permitted by applicable law, payments made by credit card are subject to a surcharge equal to 3% of the transaction amount (or the highest percentage permitted by applicable law, if less than 3%).

**13. Cancellation.** Except as otherwise expressly provided in a statement of work, the service agreement shall be cancelled only by mutual written consent of the parties. Notice is hereby given that Service Provider shall not consent to cancellation if Buyer has bound itself to purchase Services. If Buyer is in default by failure to pay any previous invoice within credit terms at the expected date of performance of Services or any part thereof, has not otherwise performed or complied with any of the terms of the service agreement, in whole or in part; or becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, or if Service Provider has received any adverse credit information about Buyer, Service Provider may delay performance and/or cancel performance of Services without liability. In the event of U.S. or foreign government intervention, trade restrictions, and/or quotas, which may delay or prevent performance of Services or any part thereof, Service Provider, at Service Provider's option, may cancel the performance of Services without liability. In the event any Services shall become subject to any governmental fees or duties not presently in effect or to any increase in any existing fee or duty, including any antidumping duty or countervailing duty, Service Provider shall have the right to cancel performance of Services without liability.



14. **Default.** If Buyer breaches or is otherwise in default under the service agreement or under any other contract between the parties hereto, Service Provider at its sole option, may defer performance of Services until the default is cured, or may treat the default as a repudiation by Buyer of the service agreement in its entirety, and hold Buyer liable for such damages as Service Provider may incur, including consequential and incidental damages. For purposes hereof, Buyer's insolvency shall be a default.

15. **Waiver.** No waiver by Service Provider of any of the provisions of the service agreement is effective unless explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the service agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16. **Force Majeure.** Service Provider shall be free from any liability for delay or failure in performance of Services arising from strikes, lockouts, labor troubles of any kind, accidents, perils of the sea, fire, earthquake, civil commotion, terrorist acts, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers to deliver, bankruptcy or insolvency of manufacturers or suppliers, suspension of shipping facilities, act or default of carrier or any other contingency of whatsoever nature beyond Service Provider's control affecting production and performance of Services, including disturbances existing on the date of the service agreement or a statement of work. In such a situation, if performance is not made during the period contracted for, Buyer shall accept performance under the service agreement when performance is made; provided, however, Buyer shall not be obligated to accept performance if performance is not made within a reasonable time after the cessation of the aforementioned impediments or causes.

17. **Intellectual Property.** All the designs, know-how, innovations, inventions and discoveries related to Services provided under this transaction shall be and remain the property of Service Provider.

18. **Confidential Information.**

(a) All non-public, confidential or proprietary information of Service Provider, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, the "Confidential Information"), disclosed by Service Provider to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of Services and the service agreement is confidential, and shall not be disclosed or copied by Buyer without the prior written consent of Service Provider. Confidential Information does not include information that is (i) in the public domain; (ii) known to Buyer at the time of the disclosure; or (iii) rightfully obtained by Buyer on a non-confidential basis from a third party.

(b) Buyer agrees to use the Confidential Information only to make use of Services, and deliverables.

(c) Service Provider shall be entitled to injunctive relief for any violation of this Section.

19. **Integration.** The service agreement, these Standard Terms and Conditions of Services, and a statement of work supersede all prior negotiations, representations, agreements, quotes and catalogues, whether written or oral, and shall not be modified, supplemented or interpreted by evidence of course of dealing, course of performance or usage of trade. To the extent the provisions hereof conflict with any prior or subsequent agreement of the parties, these Standard Terms and Conditions of Services will control. Any amendment to these Standard Terms and Conditions of Services must be in writing and signed by both parties.

20. **Assignment.** Buyer acknowledges that no service agreement or statement of work, nor the obligations represented thereby, may be assigned or delegated, in whole or in part by Buyer, without the prior written consent of Service Provider. Buyer's unauthorized attempt to assign or delegate any rights or obligations shall serve as grounds for termination of the service agreement.

21. **Severability.** Service Provider and Buyer agree that each and every paragraph, sentence, clause, term and provision of these Standard Terms and Conditions of Services is severable and that, in the event any portion hereof is adjudged to be invalid or unenforceable, the remaining portions shall remain in full force and effect to the fullest extent permitted by law.

22. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in these Standard Terms and Conditions of Services or the service agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties; and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the service agreement or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the service agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

24. **Governing Law; Venue.** All matters involving the validity, interpretation and application of these Standard Terms and Conditions of Services will be controlled by the laws of the State of Indiana, United States of America and Buyer and Service Provider hereby irrevocably consent to the jurisdiction of the state and federal courts located in Marion County, Indiana for the resolution of any disputes arising under these Standard Terms and Conditions of Services and the service agreement.

25. **Collection, Use and Disclosure of Information.**



Notwithstanding section 18, by submitting an application for the Services, Buyer consents to and authorizes Service Provider and its service providers to use the personal information, confidential information, financial information and other details (collectively "Information") about Buyer that Buyer has provided to:

- (a) Exchange Information and reports about Buyer with credit reporting agencies, credit reporting services including Creditsafe USA Inc., and other lenders (collectively "Credit Agencies") prior to the commencement of Services for the purposes of Service Provider providing credit to Buyer, including in the form of an outstanding receivable with the Service Provider for Services to be performed pursuant to these Service Provider's Standard Terms and Conditions of Services;
- (b) Conduct, or arrange for a Credit Agency to conduct, "soft" or "hard" credit checks from time to time for up to one year after Buyer submits an application and Service Provider exchanges Information with Credit Agencies;
- (c) Conduct, or arrange for third parties to conduct, risk assessments and identity and payment verification checks from time to time;
- (d) Assess Buyer's application for the Services based on the results of the credit, risk assessment, and identity and payment verification checks;
- (e) Periodically review and verify Buyer creditworthiness, establish credit and hold limits, help Service Provider collect a debt or enforce an obligation owed to Service Provider by Buyer, and/or manage and assess risk; and
- (f) Issue a decision to grant or deny Buyer's application for credit.

Service Provider shall determine in its sole discretion whether to grant any credit to Buyer and, if so, the amount of any such credit. Service Provider has no obligation to grant any credit, and any granting of credit is without commitment to provide any future credit. Buyer shall be responsible for all credit it receives from Service Provider, whether or not such credit exceeds authorized credit limits. In the event that Service Provider grants credit to Buyer and for a reasonable period of time afterwards, Service Provider may from time to time disclose Buyer's Information to other lenders and credit reporting agencies requesting such Information. Service Provider may obtain Information and reports about Buyer from third party providers such as Creditsafe USA Inc., and other Credit Agencies. Once Buyer has applied for credit with Service Provider, Buyer may not withdraw their consent to this exchange of Information.

For more information about the Service Provider's privacy policy and our collection and use of personal information, please see: [https://www.badgerinc.com/learn-about-badger/privacy\[1\]antispam-web-policy/](https://www.badgerinc.com/learn-about-badger/privacy[1]antispam-web-policy/).





**Resolution #:** R-82-25

**Account:** 01-60-628000

**Approvals:** *Author / Manager / Finance / Admin*

**RCB RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 10/9/2025

**Description:** **A Resolution Approving Task Order No. 08 with Burns & McDonnell Engineering Co., Inc.**

**Agenda Section:** Engineering & Construction

**Originating Department:** Administration

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The Commission entered into a Master Contract with Burns & McDonnell Engineering Co., Inc., dated October 21, 2022, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-82-25 would approve the following Task Order to the Master Contract:

**Task Order No. 08: Hydraulic Model for a Theoretical Connection for the Illinois American Water Company**

The Illinois American Water Company (ILAW) has approached the Commission to run hydraulic analyses for a theoretical connection to the future 54" diameter watermain to be constructed in unincorporated Kendall County for the WaterLink project. ILAW is preparing a planning document and is seeking information as to the scope of work and cost entailing a potential future connection for their Valley Marina service area including the potential need of a pumping station.

Burns & McDonnell (BMCD) has completed the calibration of the Commission's Hydraulic Model and is prepared to run the requested ILAW analyses at an estimated expense of \$26,300. In order to perform the analyses, ILAW is required to sign a Memorandum Of Understanding (MOU) and post a cash deposit of 125% of the estimated expense (\$32,875). No work will be performed by BMCD until the MOU has been received and funds are on deposit.

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**Recommended Motion:**

To approve Resolution R-82-25

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-82-25**

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

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

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

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

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

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

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

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
James F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2025/R-82-25.docx

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EXHIBIT 1

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Burns & McDonnell Engineering Co., Inc. Task Order No. 08



# DuPage Water Commission

**30** YEARS OF SERVICE  
Puro. Essential. Stewardship.

October 6, 2025

Sean Carbonaro, P.E.  
Senior Planning Engineer  
Illinois/Iowa American Water  
[Sean.carbonaro@amwater.com](mailto:Sean.carbonaro@amwater.com)

## RE: Requested Hydraulic Analysis – Letter of Agreement

Dear Mr. Carbonaro,

In accordance with discussions held between the DuPage Water Commission (Commission) and Illinois American Water (ILAW) Staff, it has been determined that ILAW wishes to have hydraulic modeling analysis performed to determine the viability of constructing an interconnection between the two agencies.

In order to proceed with this work, Commission Staff has requested a cost proposal from Burns & McDonnell, the engineering consultant that currently manages hydraulic modeling efforts for the Commission. An associated Task Order for this work will be presented by the Commission's Board of Commissioners on October 16, 2025, in the amount of **\$26,300.00**, a copy of which is attached to this letter.

ILAW agrees that it is solely responsible to pay the costs incurred in conjunction with this work. In order to cover these costs, ILAW shall provide a cash deposit to the Commission in an amount equal to one hundred twenty-five percent (125%) of the estimated costs, which in this case amounts to a total of **\$32,875.00**. The Commission will apply these funds on deposit to the cost of the work. Work will not commence until the funds are deposited with the Commission. If at any time the Commission determines that the remaining funds are not, or may not be, sufficient to pay in full the remaining unpaid cost of the work, the Commission will soon notify ILAW, who shall deposit additional funds in the amount determined necessary by the Commission. Any funds that are not used from this deposit will be returned upon completion of the work.

The payment can be completed via ACH/Wire transfer via the following instructions:



If you wish to continue with this work under these terms, please provide confirmation by filling out the information below and returning a copy to my attention. Upon receipt, a fully executed copy will be returned for your records and the engineering consultant will be contacted to proceed with the work as described.

**Illinois American Water Co.**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DuPage Water Commission**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Should you have any questions, please feel free to contact me at (630) 834-0100.

Sincerely,



Paul D. May, P.E.  
General Manager

CC: R. Christopher Bostick, DWC  
Jeff Loster, DWC

## TASK ORDER NO. 08

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

### 1 . **Project:** ILAW Valley Marina Planning Study

This task order authorizes Consultant (Burns & McDonnell) to provide professional consulting services to support the Owner (DuPage Water Commission) for completing a hydraulic modeling planning study to analyze the feasibility of connecting the Illinois American (ILAW) Valley Marina System to the Owner's WaterLink Extension near the Fox River crossing. BMcD will utilize the latest hydraulic model developed by Consultant during Consultant's previously completed services authorized under Task Order No. 6 ("Hydraulic Model Development and Calibration").

### 2 . **Services of Consultant:**

#### Task 1 – Project Management Meetings

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

#### Task 2 – Hydraulic Modeling

Consultant staff will perform a hydraulic modeling analysis for average day and maximum day demand conditions. This includes the following items for either Extended Period Simulations (EPS) or steady state modeling conditions, as described:

1. Perform six (6) hydraulic modeling simulations connecting ILAW Valley Marina to the proposed WaterLink Extension near the Fox River, including a total of two (2) Average Day Demand (ADD), and four (4) Maximum Day Demand (MDD) hydraulic modeling scenarios.
  - a. Scenario 1 (EPS):
    - i. Existing ADD: Existing DWC customers ADD (78 MGD) + WaterLink 2032 ADD 7 MGD) + ILAW Vally Marina ADD (0.114 MGD)
  - b. Scenario 2 (EPS):
    - i. Existing MDD: Existing DWC customers MDD (119 MGD) + WaterLink 2032 MDD (12 MGD) + ILAW Vally Marina MDD (1.7 x ILAW Valley Marina ADD or 0.194 MGD)
  - c. Scenario 3 (EPS):
    - i. Existing MDD: Existing DWC customers MDD (119 MGD) + WaterLink 2032 MDD (12 MGD) + ILAW Vally Marina MDD (3.0 x ILAW Valley Marina ADD or 0.342 MGD)
  - d. Scenario 4 (Steady State):
    - i. Future ADD: Existing DWC customers ADD (90 MGD) + WaterLink 2032 ADD 10 MGD) + ILAW Vally Marina ADD (0.114 MGD)
  - e. Scenario 5 (Steady State):
    - i. Future MDD: Existing DWC customers MDD (153 MGD) + WaterLink 2032 MDD (17 MGD) + ILAW Vally Marina MDD (1.7 x ILAW Valley Marina ADD or 0.194 MGD)
  - f. Scenario 6 (Steady State):
    - i. Future MDD: Existing DWC customers MDD (153 MGD) + WaterLink 2032 MDD (17 MGD) + ILAW Vally Marina MDD (3.0 x ILAW Valley Marina ADD or 0.342 MGD)
2. Refer to Figure 1 for additional details on the modeling approach to Scenarios 4, 5, and 6.

3. Consultant will report minimum, average, and maximum delivery pressures at the DWC 54" transmission main connection, centerline 647', to the ILAW Valley Marina System at State Road Route 31 for Scenarios 1 through 3. For Scenarios 1 through 4, only the steady state modeling pressure will be provided, which is estimated to be the approximate minimum delivery pressure. Metering head loss of 2 psi will be assumed for proposed meter station. This will not include any piping or other losses to deliver water to the Valley Marina System.
4. Upstream analysis will be performed by modeling the change in pressure at all existing DWC delivery structures for Scenarios 1-3. This upstream analysis will not be performed for Scenarios 4-6.
5. Downstream analysis will be performed by modeling the change in pressure at all proposed, WaterLink delivery structures for Scenarios 1-6.

A draft and final summary technical memorandum (TM), written in letter report format, will be provided to Owner that documents Tasks 2. One (1) Owner review and Consultant TM revision is assumed. Owner will provide review comments within two (2) weeks of receiving the draft TM.

Task Order Assumptions and Exclusions

1. Analysis will use the hydraulic model developed and calibrated during the project that was authorized under Task Order No. 6, except as modified herein.
  2. Analysis assumes throttling operations at the existing Standpipes, unless Owner directs otherwise.
  3. For Extended Period Simulations (EPS), ILAW demands are constant throughout the 24-hour period being simulated.
3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations: None.
  4. **Commencement Date:**  
October 17, 2025
  5. **Completion Date:**  
6 weeks after all requested data is provided by Owner
  6. **Submittal Schedule:** None.
  7. **Key Project Personnel:**  
Paul St. Aubyn – Project Manager  
Joe Darlington – Client Services Manager  
Tim Kargl – QAQC  
Claire Samojedny – Hydraulic Modeling
  8. **Contract Price:**  
For providing, performing, and completing all Services, the lump sum amount of \$26,300.
  9. **Payments:**  
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.

**10. Modifications to Contract: N/A**

**11. Attachments: None**

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

The Effective Date of this Task Order is October 16, 2025.

**DuPAGE WATER COMMISSION**

By: \_\_\_\_\_

Paul D. May, P.E.  
General Manager

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

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

**BURNS & MCDONNELL ENGINEERING CO., INC.**

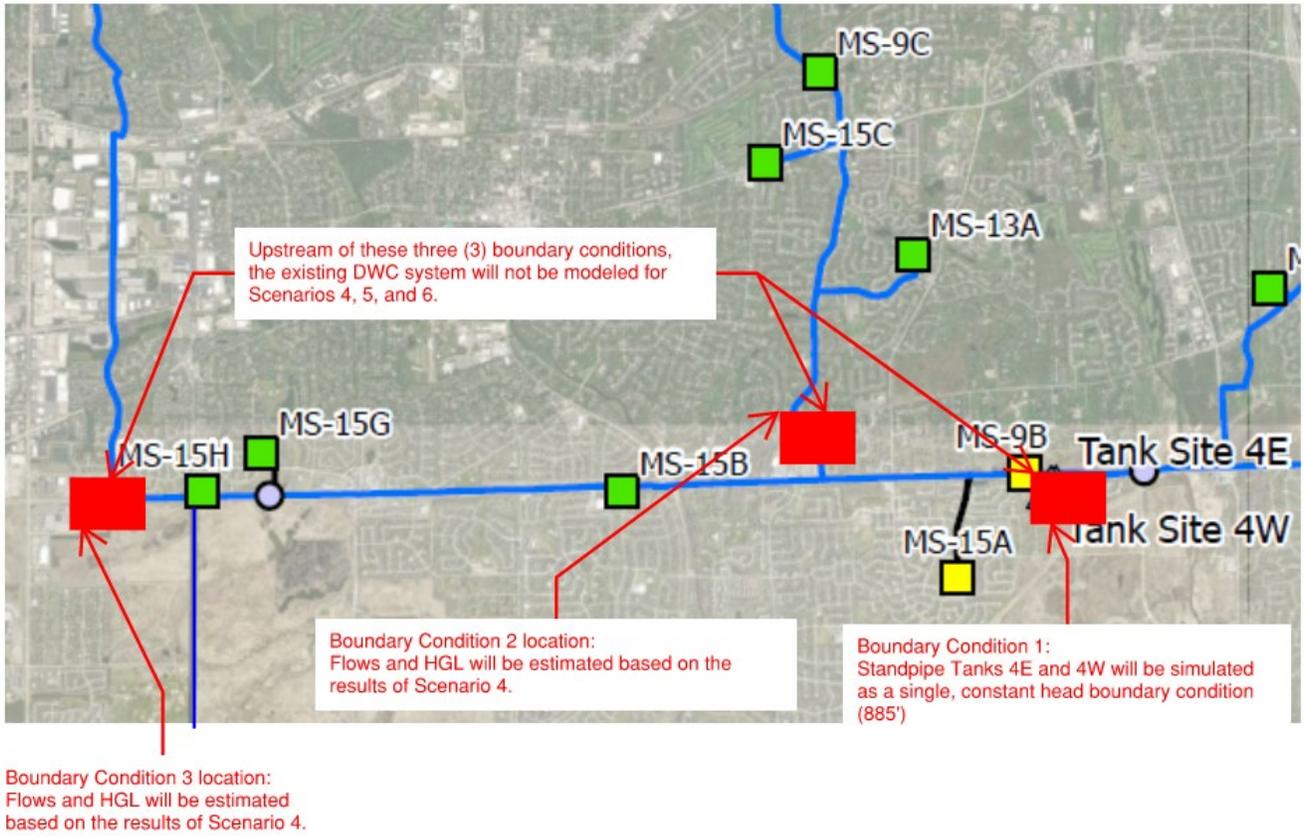
By: \_\_\_\_\_

Patrick Clifford  
Regional Water Manager

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

Name: Paul St. Aubyn, P.E.  
Title: Project Manager  
Address: 1431 Opus Place, Suite 400, Downers Grove, IL 60515  
E-mail Address: pdst.aubyn@burnsmcd.com  
Phone: (872) 804-9958

FIGURE 1





**Resolution #:** R-84-25

**Account:** 01-60-772500

**Approvals:** *Author / Manager / Finance / Admin*

**PDM - CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 10/7/2025

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

**Agenda Section:** Engineering & Construction

**Originating Department:** Administration

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

DWC has contracted with Consor/Woolpert/Raftelis to perform the Technical Advisor tasks, which cost is 30% reimbursed by NSMJAWA pursuant to a previously approved IGA. To date, the Technical Advisory team has prepared a comprehensive Business Case Analysis and Financial Strategy, Communication benchmarking and strategy, Risk Register and Critical Task Analysis, and an analysis of alternative project delivery approaches (design-build, CMAR, PDB, and others). Additionally, preparation of Governance alternatives and case studies are underway, along with continued engagement with stakeholders, regulatory agents, and prospective easement grantors and associated public bodies.

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

As early activities commenced, it became clear that prioritization of the bathymetry survey was important in order for lake bottom survey work to be completed during suitable summer weather

conditions. Therefore, that work was commenced and expended from the original funds authorized under Task Order #1. Amendment #1 seeks to re-assign the cost of the bathymetry survey (\$153,700) to following Technical Advisory tasks, as well as to provide a supplement of \$82,900 to further advance critical stakeholder engagement (easement and regulatory parties), therefore adjusting the approved not-to-exceed amount by \$236,600. Future Task Orders will be presented as necessary as the project continues to advance.

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

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**Recommended Motion:**

To adopt Resolution R-84-25, authorizing approval of Amendment #1 to Task Order #1 of a Master Services Agreement with Consor/Raftelis to serve as Source Water Technical Advisor in an amount not to exceed \$236,600, which will be 30% reimbursed by NSMJAWA pursuant to the previously approved cost-sharing Intergovernmental Agreement.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-84-25**

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

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

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

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

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

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

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

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

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

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
James Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2025/R-84-25.docx

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EXHIBIT 1

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



## Amendment Request

**Date:** October 7, 2025  
**Project:** Lake Michigan Water Supply Initiative  
**To:** Paul May, General Manager, DuPage Water Commission  
 Ramesh Kanapareddy, Executive Director, NSMJAWA  
**From:** Pete Mulvaney, Consor  
**Reviewed By:** Guy Carpenter, Woolpert  
**Re:** Amendment #1 to Technical Advisor Scope and Role

---

Adjusting for the costs expended for the marine geophysical survey completed by Seaworks will allow the completion of the Comprehensive Plan by January 1, 2026, as planned. This includes a written recommendation and documentation of:

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

In addition, the advisory team anticipates expanding the scope of work to begin the stakeholder / easement procurement engagement which will help define the tunnel alignment.

Therefore, the Technical Advisors request an amendment to TO 01 as described below.

### Cost Breakdown by Task

Bathymetric and Marine Survey	\$153,700
Critical Easement and Stakeholder Discussions	\$ 82,900
<b>TOTAL</b>	<b>\$ 236,600</b>



## Future Cost Considerations

As the project progresses beyond these services, additional costs are anticipated such as those identified below. These may or may not be suitable for the Technical Advisory contract, but we can provide support for procurement as needed.

Anticipated Additional Procurement for 2026:

<b>SERVICE</b>	<b>ROUGH COST ESTIMATE</b>
• NEPA opening discussion with Agencies	~\$ 29,700
• Facilitate Governance Discussion	~\$69,100
• Mapping / Diagrams	~\$ 33,000
• Selection of Program Manager	~\$ 78,600
• Monthly Update to Boards/EC (12 months)	~\$ 56,500
• Tunnel / Geotech Expertise	~\$ 75,000
• Independent Cost Estimator	~\$ 150,000
• Geotechnical Investigations	~ \$ 3M
• Easement Management Tool	\$ 250,000

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

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission (“Owner”) and Consor North America, Inc. (“Consultant”), for Professional Engineering Services dated May 21, 2025 (the “Contract”), Owner and Consultant agree to amend, effective October 16, 2025, Task Order No. 1 to the Regional Source Water Technical Advisor Contract as follows:

**1. Contract Price:**

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

**8. DIRECT COST TASK ORDER:**

DIRECT COST TASK ORDER For use with single phase projects or multiple phase projects with uniform pricing: For providing, performing, and completing all Services, an amount equal to Consultant’s Direct Labor Costs times a factor of 3.1 for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses. Notwithstanding the foregoing, the total Contract Price shall not exceed \$500,000, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract. For use with multiple phase projects with separate pricing: For providing, performing, and completing each phase of Services, an amount equal to Consultant’s Direct Labor Costs times the following factor set forth opposite each such phase, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract: Phase Direct Labor Cost Factor Not to Exceed / ADVISORY / 3.1 / \$736,600.

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

DuPAGE WATER COMMISSION

BY: \_\_\_\_\_  
Paul D. May, PE  
General Manager

CONSOR NORTH AMERICA, INC.

BY: \_\_\_\_\_