



## AGENDA – Engineering and Construction Committee

Thursday, July 16, 2026 6:00 PM

### Committee Members

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

- I. Roll Call
- II. Approval of the May 21, 2026, Engineering & Construction Committee Minutes

RECOMMENDED MOTION: To approve the Minutes of the May 21, 2026, Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Operations and Construction
- IV. **Resolution R-57-26:** Award of a Contract for the Construction of the WaterLink Meter Stations & Chemical Feed Building (Contract MS-22/25) to IHC Construction Companies, LLC (**\$13,396,000**)

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

- V. Old Business
- VI. New Business
- VII. 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).

## VIII. 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

May 21, 2026

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, J. Loster, D. Panaszek, and M. Weed

Commissioner Cuzzone moved to approve the Minutes of the April 16, 2026, Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion was seconded by Commissioner Saverino 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.

Manager of Water Operations Bostick reported the WaterLink pipeline project cut-in to the existing DWC system is underway without noticeable effect to the Commission's transmission and distribution system.

Manager of Water Operations Bostick reported the annual property and liability insurance inspection of both the DuPage and Lexington Pump Stations was carried out by AIG and the reports of findings are forthcoming.

Regarding High Lift Pump (HLP) No. 8, Manager of Water Operations Bostick reported the tentative schedule to return the repaired pump to service is early June.

Manager of Water Operations Bostick reported that refurbishment of the third of nine cone valves programmed for service at A/C Service and Repair is near completion and DWC staff will be travelling to the plant for factory witness testing in early June.

Manager of Water Operations Bostick brought forth resolutions R-34-26, R-35-26, R-36-26, R-37-26, R-38-26 and R-39-26 as similar actions to approve the General Manager's ability to issue individual purchase orders exceeding \$20,000 each to specific sole source vendors, but not to exceed \$100,000 to each vendor for Fiscal Year 26-27. Manager of Water Operations Bostick explained that each vendor is the sole source provider for critical parts and service or is a sole service provider that abides by the Illinois Prevailing Wage requirements. Manager of Water Operations Bostick added that critical spare parts inventories have been depleted due to increased high-lift pump maintenance activities and in order to expedite repairs by

eliminating supply chain delays and saving on traditional contractor parts mark-up, it is important that certain inventory levels be maintained. Chairman Fennel inquired as to there being any issues with financial encumbrances within the related actions to which Manager Bostick replied that Financial Administrator Peterson has reviewed these requests and has approved the actions.

Regarding Resolution R-49-26, Manager of Water Operations Bostick reported that this action seeks approval of the 2<sup>nd</sup> Amendment to Task Order No. 01 with Arcadis USA, Inc., to perform a thorough review and update the EPA mandated Risk and Resilience Assessment and the Emergency Response Plan.

Regarding the Alternate Water Source project, Manager of Water Operations Bostick reported that Resolution R-50-26 appears on the agenda to approve Task Order No. 03 with Delve Underground for Lake Michigan geotechnical planning services including Project Management & Coordination, Preliminary Geotechnical Investigation Planning and Permitting for Lake Michigan coring at a cost not-to-exceed \$150,000. Manager of Water Operations Bostick stated that due to the limited contractor bandwidth available to perform this type of service, Delve will endeavor to get qualified contractors scheduled to perform this work several months in advance of the actual need.

Regarding Resolution R-40-26, Manager of Water Operations Bostick reported that this action seeks ratification of Work Authorization Order No. 13.005 to Quick Response Contractor, John Neri Construction Co., Inc. due to the scope and costs of work increasing as the location of existing underground utility lines dictated additional excavation and material as well as to satisfy traffic control and pavement requests by the Village of Villa Park.

Regarding Resolution R-41-26, Manager of Water Operations Bostick reported that this action seeks ratification of Work Authorization Order No. 13.009 to Quick Response Contractor, John Neri Construction Co., Inc. Manager of Water Operations Bostick reported the work is necessary to repair a leaking Air Release Valve located in the Village of Broadview.

Manager of Water Operations Bostick reported that Resolutions R-42-26 and R-43-26 appear as amendments to individual Task Orders with Carollo Engineers and Strand Associates, respectively, modifying the scope of work on DuPage Water Commission's Supervisory Control and Data Acquisition (SCADA) System Replacement Project for each consultant. S/IT Supervisor gave a report to the Committee as to the scope changes. Chairman Fennell expressed concern that there may be some duplication of efforts as the Task Orders are written and presented however he would suggest approval of the task order amendments as presented. Manager of Water Operations Bostick stated that staff would clarify the scope changes and report back to the Committee in June.

Engineering Manager Loster shared with the Committee that work with V3 Companies remains underway, to complete traffic control exhibits for the Commission's remote sites. He indicated that draft plans for 26 sites have been submitted for review, to be followed up with an internal workshop to solicit feedback from staff at each location.

Engineering Manager Loster also noted that cathodic protection (CP) design work for the Commission's next annual improvement project is complete, however, there are concerns regarding the feasibility of construction the improvements as designed based on the depth and lack of geotechnical information

provided. As such, a solicitation document is currently being compiled to conduct a geotechnical investigation at each site to confirm soil suitability prior to mobilizing a contractor for the CP improvements.

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

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

Engineering Manager Loster also noted that although not on the agenda for this evening, a contract with Arcadis is anticipated to be on the May agenda for review, to help manage the spoils removal process as it relates to portions of the project within ComEd-owned property.

Regarding the Book Road portion of the WaterLink Project, Engineering Manager Loster shared that the construction phase continues, with just under 2,000 feet of pipe having been installed thus far. He also noted that the connection into the existing Commission pipeline is currently scheduled starting within the next couple of weeks, planned to be completed with the north leg of the intersection opened up around the end of May.

Engineering Manager Loster stated that a couple of the other awarded sections have begun tree clearing and other administrative tasks, with Section 2 and the first section of the south branch both scheduled to take delivery of pipe around early June, with construction on those sections to be started shortly thereafter.

Engineering Manager Loster shared that as part of their communication efforts, Burns & McDonnell have begun working to schedule a groundbreaking event for the project at the Oswego East High School, tentatively scheduled for early June.

Engineering Manager Loster advised that there is one pipeline bid section currently out to bid, which is the last of the 54" pipeline work and includes the river crossing, with two smaller pipeline sections remaining, along with the Metering Station bid package. Remaining packages should all be advertised for bid within the next couple of months.

**Done:** 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 18 of the Engineering and Construction Committee portions of the Commission Agenda (Items IV through XX 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 Cuzzone moved to adjourn the meeting at 6:27 P.M. Seconded by Commissioner Saverino 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:** 7/9/2026

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

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### **Operations Overview**

The Commission's discharge pumping for June 2026 totaled 2.42 billion gallons. This represents an average daily pumpage of 80.6 million gallons per day (MGD), which is lower than the June 2025 average day pumpage of 86.4 MGD. The maximum day discharge was 98.5 MGD, which is higher than the June 2025 maximum day discharge of 98.1 MGD. The minimum discharge was 67.2 MGD.

The recorded total precipitation for June 2026 was 5.0 inches, which is higher than the 3.63 inches for June 2025.

The peak discharge flow rate for June 2026 was 122.81 MGD at 08:42PM on June 4, 2026.

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

HLP No. 8 is at Superior Industrial Equipment for refurbishing due to wear. Completion of the work is tentative for August.

The 3rd of nine refurbished High Lift Pump cone valves was received and installed on June 24<sup>th</sup>. The 4th of nine cones valve scheduled for refurbishment was shipped to A/C Service and Repair in York, PA. on June 24<sup>th</sup>. Rebuilding and re-installation of the 4<sup>th</sup> valve is tentative for September/October 2026. Refurbishment of the 5<sup>th</sup> of nine cone valves is tentative for September/October 2026.

Staff continue to work with CDM Smith and Strand Associates to finalize design documents to alleviate the electrical issues with the medium voltage switchgear. The control panel design is

complete, and the panels are being fabricated. Factory testing of the panels is tentatively scheduled for August 2026.

Staff have met with Arcadis USA, Inc., to kick off the thorough review of the Risk and Resiliency Assessment and Emergency Response Plan. As reported to the Board in May, an update is being performed to ensure full compliance with regulatory standards, and that any new, updated, or emerging standards and requirements are met in a Risk and Resilience Assessment and updating the Emergency Response Plan.

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

As reported to the Committee in June, on June 6<sup>th</sup> and into June 7<sup>th</sup>, the Lexington Pump Station reported a total loss of utility power and pumping where the emergency generators did not start automatically. To further complicate matters, the 125kV 480-volt standby generator automatic transfer switch did not operate, and the station lost emergency equipment and normal building power to the facility including telephone communications. As the Chicago's SCADA reporting to DWC remains down, staff can't independently corroborate the full incident with complete certainty at this time. On June 19<sup>th</sup>, Staff had requested and are still awaiting a detailed report from Chicago on the chain of events.

The Commission's property insurer, AIG, conducted their annual inspection at the Lexington Pump Station and tendered the report which was sent to DWM for their review and action. The report indicated that while some improvements were made since the last evaluation, other recommendations are holdovers from the 2025 report.

No Change: The Lexington Pump Station replacement of the pump and motor vibration analysis instrumentation was approved under R-18-26. The monitoring equipment is on order and the work by the Quick Response Electrical Contractor is ongoing. Completion of the work is tentative for August.

No Change: Chicago DWM continues troubleshooting their SCADA system deficiencies, may have identified the root cause of the ongoing issues and has provided a draft work plan to DWC staff in efforts to remediate current and future SCADA issues.

### **Alternate Water Source**

Chairman Zay and Commissioner Suess have participated in collaboration meetings with leadership from NSMJAWA to discuss governance concepts, and significant progress has been made on a governance structure. A meeting with DWC/NSMJAWA/Glencoe is scheduled for late July to discuss next steps, including project communications and preliminary activities.

An IGA is currently under development and is expected to be presented to the DWC Board in August. The IGA will be the governance instrument which memorializes DWC in the Managing Partner role, and establishes procedures for financial contribution and engagement from NSMJAWA. Following approval of the IGA, solicitation for the Program Manager can be released.

Staff has worked internally and with NSMJAWA to advance consideration of consulting firms for the Project Communications role and the Project Financial Advisor role; a Task Order with Raftelis, Inc for the project Financial Advisor/Consultant role is on the Finance Committee and Board Agenda for

approval in July. The Communications contract is presented as a discussion item on the Administration Committee agenda and will be presented for action at the August Board meeting, with staff seeking consent for preliminary work to commence prior to that time under the General Manager's purchasing authority/limit.

Staff have met with Delve Underground to kick-off Lake Michigan geotechnical planning services including Project Management & Coordination, Preliminary Geotechnical Investigation Planning and Permitting for Lake Michigan; these tasks are currently underway.

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

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

Pipeline staff continue closely monitoring I-294 (SB) Tollway construction work in the vicinity of the Commission's 72-inch and 90-inch water mains and IDOT construction work along IL-55, Butterfield Road adjacent to the Commission's 54-inch Southwest Transmission Main.

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

The SCADA Replacement Project (Contract PSD-9/21) is ongoing, remote site work continues, with first line of meter stations, ROVs, and Tank Sites being transitioned to the new SCADA system. This work will continue throughout the year. Campus fiber replacement is nearly complete with the last leg pull to be coordinated with Homestead Electric.

The annual Customer Meter Testing Program is underway and is currently 24% complete.

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

Staff continues to coordinate with V3 Companies, with regards to traffic control engineering at specific Commission remote sites, with V3 having recently completed the second round of exhibits and submitted them for staff review.

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

The Phase II engineering effort remains ongoing and is nearly complete at this time. Permit submittals continue to be coordinated, with all review comments assessed and incorporated as necessary into the project drawings. This includes recent submittals to the WaterLink communities themselves, for right-of-way and building permits. Additional opportunities to improve the project or realize additional cost savings are also constantly under review for implementation.

Efforts related to easement acquisition also continue, with multiple ordinances appearing on the agenda tonight in O-22-26, O-23-26 and O-24-26. These items include necessary property acquisition required in order to complete the construction of the WaterLink Pipeline.

Resolution R-57-26 appears on the agenda, which would award an additional construction contract to IHC Construction Companies for the Metering Station portion of the WaterLink Project. This includes the construction of all seven metering stations at the seven delivery locations in addition to a chemical feed building for chlorination purposes.

Construction is now underway at three different sections throughout the project area, including the Book Road and “2B” portions of the 54” transmission main as well as section 1 on the smaller 36” diameter feeder main. Nearly two of the 30 miles of pipe have been installed to date.

Remaining bid packages include two of the smaller diameter “feeder” mains, scheduled to be advertised for bid during the month of July, with contract awards targeted for August and September Board meetings. Once completed, all construction packages will have been bid/awarded and remaining efforts will be focused solely on construction.

**Board Action Items**

**Resolution R-57-26:** Award of a Contract for the Construction of the WaterLink Meter Stations & Chemical Feed Building (Contract MS-22/25) to IHC Construction Companies, LLC (**\$13,396,000**)

**Attachments**

1. DuPage Laboratory Bench Sheets for June 2026
2. Water Sales Analysis 01-May-2022 to 30-June-2026
3. WaterLink Status Report
4. Alternate Water Source Report

DU PAGE WATER COMMISSION  
WATER SALES ANALYSIS

01-May-92 TO 30-Jun-26

PER DAY AVERAGE 77,652,077

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-23	2,474,377,000	2,540,440,833	97.40%	\$13,336,892.03	\$10,979,785.28	684,441	0.03%	97.43%	\$5.39	\$4.322
Jun-23	2,971,436,000	3,043,540,086	97.63%	\$16,016,040.04	\$13,814,628.45	678,930	0.02%	97.65%	\$5.39	\$4.539
Jul-23	2,567,425,000	2,639,887,376	97.26%	\$13,838,420.75	\$11,982,448.80	1,047,600	0.04%	97.29%	\$5.39	\$4.539
Aug-23	2,708,945,000	2,773,069,509	97.69%	\$14,601,213.55	\$12,586,962.50	832,992	0.03%	97.72%	\$5.39	\$4.539
Sep-23	2,406,858,000	2,471,708,096	97.38%	\$12,972,964.62	\$11,219,083.05	753,904	0.03%	97.41%	\$5.39	\$4.539
Oct-23	2,071,291,000	2,116,545,770	97.86%	\$11,164,258.49	\$9,607,001.25	1,034,131	0.05%	97.91%	\$5.39	\$4.539
Nov-23	1,902,725,000	1,957,768,374	97.19%	\$10,255,687.75	\$8,886,310.65	809,342	0.04%	97.23%	\$5.39	\$4.539
Dec-23	1,972,754,000	2,031,158,416	97.12%	\$10,633,144.06	\$9,219,428.05	2,329,064	0.11%	97.24%	\$5.39	\$4.539
Jan-24	2,058,390,000	2,131,445,175	96.57%	\$11,094,722.10	\$9,674,663.60	730,427	0.03%	96.61%	\$5.39	\$4.539
Feb-24	1,868,175,000	1,916,869,806	97.46%	\$10,069,463.25	\$8,700,672.05	268,834	0.01%	97.47%	\$5.39	\$4.539
Mar-24	1,927,795,000	1,971,770,225	97.77%	\$10,390,815.05	\$8,949,831.10	340,529	0.02%	97.79%	\$5.39	\$4.539
Apr-24	1,951,120,000	1,992,959,991	97.90%	\$10,516,536.80	\$9,046,045.40	426,636	0.02%	97.92%	\$5.39	\$4.539
May-24	2,285,252,000	2,331,031,384	98.04%	\$12,751,706.16	\$10,580,551.45	964,148	0.04%	98.08%	\$5.58	\$4.539
Jun-24	2,558,136,000	2,613,555,125	97.88%	\$14,274,398.88	\$12,265,414.20	669,121	0.03%	97.91%	\$5.58	\$4.693
Jul-24	2,577,734,000	2,637,750,416	97.72%	\$14,383,755.72	\$12,378,962.70	5,976,667	0.23%	97.95%	\$5.58	\$4.693
Aug-24	2,723,982,000	2,791,119,391	97.59%	\$15,199,819.56	\$13,098,723.30	5,570,100	0.20%	97.79%	\$5.58	\$4.693
Sep-24	2,607,811,000	2,668,243,213	97.74%	\$14,551,585.38	\$12,522,065.40	887,220	0.03%	97.77%	\$5.58	\$4.693
Oct-24	2,256,800,000	2,311,304,709	97.64%	\$12,592,944.00	\$10,846,953.00	715,430	0.03%	97.67%	\$5.58	\$4.693
Nov-24	1,872,414,000	1,918,174,238	97.61%	\$10,448,070.12	\$9,001,956.60	517,416	0.03%	97.64%	\$5.58	\$4.693
Dec-24	2,003,025,000	2,053,944,598	97.52%	\$11,176,879.50	\$9,639,162.00	465,013	0.02%	97.54%	\$5.58	\$4.693
Jan-25	2,084,797,000	2,142,229,363	97.32%	\$11,633,167.26	\$10,053,482.40	295,500	0.01%	97.33%	\$5.58	\$4.693
Feb-25	1,882,269,000	1,935,765,374	97.24%	\$10,503,061.00	\$9,084,546.90	225,910	0.01%	97.25%	\$5.58	\$4.693
Mar-25	1,991,703,000	2,037,452,909	97.75%	\$11,113,702.74	\$9,561,766.50	307,123	0.02%	97.77%	\$5.58	\$4.693
Apr-25	2,007,784,000	2,062,448,476	97.35%	\$11,203,434.72	\$9,679,070.70	4,167,787	0.20%	97.55%	\$5.58	\$4.693
May-25	2,375,691,000	2,438,182,271	97.44%	\$13,779,007.80	\$11,442,389.40	864,737	0.04%	97.47%	\$5.80	\$4.693
Jun-25	2,581,750,000	2,650,830,953	97.39%	\$14,974,150.00	\$12,938,705.88	1,033,008	0.04%	97.43%	\$5.80	\$4.881
Jul-25	2,657,585,000	2,731,622,698	97.29%	\$15,413,993.00	\$13,333,050.39	779,447	0.03%	97.32%	\$5.80	\$4.881
Aug-25	2,585,750,000	2,649,626,669	97.59%	\$14,997,359.00	\$12,932,827.77	940,653	0.04%	97.62%	\$5.80	\$4.881
Sep-25	2,474,431,000	2,542,535,157	97.32%	\$14,351,699.80	\$12,410,114.10	3,791,192	0.15%	97.47%	\$5.80	\$4.881
Oct-25	2,235,209,000	2,282,050,781	97.95%	\$12,964,212.20	\$11,138,689.86	760,583	0.03%	97.98%	\$5.80	\$4.881
Nov-25	1,921,845,000	1,964,172,176	97.85%	\$11,146,701.00	\$9,587,124.39	499,812	0.03%	97.87%	\$5.80	\$4.881
Dec-25	2,083,561,000	2,137,963,067	97.46%	\$12,084,653.80	\$10,435,397.73	416,706	0.02%	97.47%	\$5.80	\$4.881
Jan-26	2,091,449,000	2,147,664,659	97.38%	\$12,130,404.20	\$10,482,751.20	585,634	0.03%	97.41%	\$5.80	\$4.881
Feb-26	1,906,592,000	1,953,475,741	97.60%	\$11,058,233.60	\$9,534,915.09	385,924	0.02%	97.62%	\$5.80	\$4.881
Mar-26	2,003,482,000	2,053,767,910	97.55%	\$11,620,195.60	\$10,024,441.17	366,128	0.02%	97.57%	\$5.80	\$4.881
Apr-26	1,980,944,000	2,034,065,526	97.39%	\$11,489,475.20	\$9,928,273.83	550,092	0.03%	97.42%	\$5.80	\$4.881
May-26	2,371,633,000	2,429,444,665	97.62%	\$13,968,918.37	\$11,858,119.41	1,075,739	0.04%	97.66%	\$5.89	\$4.881
Jun-26	2,386,900,867	2,457,327,994	97.13%	\$14,058,846.11	\$12,215,377.46	4,688,094	0.19%	97.32%	\$5.89	\$4.971
TOTALS (1)	969,020,268,665	996,724,789,110	97.22%	\$2,621,151,364.48	\$2,307,073,430.23	909,008,154	0.09%	97.31%	\$2.70	\$2.315

- (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										
Jun-25	4,957,441,000	5,089,013,224	97.41%	28,753,158	24,381,095				\$5.80	\$4.791
Jun-26	4,758,533,867	4,886,772,659	97.38%	28,027,764	24,073,497				\$5.89	\$4.926
	(198,907,133)	(202,240,565)		(\$725,393)	(\$307,598)					
	-4.0%	-4.0%		-2.5%	-1.3%					
Month										
Jun-25	2,581,750,000	2,650,830,953	97.39%	14,974,150	12,938,706				\$5.80	\$4.881
Jun-26	2,386,900,867	2,457,327,994	97.13%	14,058,846	12,215,377				\$5.89	\$4.971
	(194,849,133)	(193,502,959)		(\$915,304)	(\$723,328)					
	-7.5%	-7.3%		-6.1%	-5.6%					
June>May	15,267,867	27,883,329		89,928	357,258					



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

**DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS**

DATE	CHICAGO SUPPLY				DUPAGE DISCHARGE						
	FREE Cl <sub>2</sub> (mg/L)	TURBIDITY (ntu)	O-PO <sub>4</sub> (mg/L)	POWDER ACTIVATED CARBON ADDED (LBS/MG)	FREE Cl <sub>2</sub> (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO <sub>4</sub> (mg/L)	ANALYST INT.
1	1.41	0.1	1.72	0.00	1.38	0.07	63	7.4	0.7	1.61	R.C.
2	1.43	0.06	1.58	0.00	1.38	0.06	63	7.4	0.7	1.61	R.C.
3	1.26	0.06	1.38	0.00	1.19	0.14	62	7.5	0.7	1.58	A.M.
4	1.33	0.05	1.42	0.00	1.15	0.13	62	7.5	0.7	1.44	A.M.
5	1.13	0.08	1.41	0.00	1.19	0.08	62	7.5	0.7	1.59	A.M.
6	1.18	0.04	1.60	0.00	1.26	0.06	63	7.5	0.7	1.46	J.S.
7	1.27	0.05	1.46	0.00	1.24	0.07	64	7.5	0.7	1.51	J.S.
8	1.43	0.05	1.51	0.00	1.27	0.07	63	7.5	0.7	1.52	A.M.
9	1.23	0.05	1.37	0.00	1.2	0.05	63	7.5	0.7	1.22	A.M.
10	1.38	0.04	1.53	0.00	1.23	0.05	65	7.5	0.7	1.61	J.S.
11	1.27	0.04	1.59	0.00	1.22	0.07	64	7.5	0.7	1.51	J.S.
12	1.31	0.07	1.57	0.00	1.27	0.07	64	7.5	0.7	1.45	J.S.
13	1.33	0.06	1.51	0.00	1.29	0.06	63	7.5	0.7	1.42	J.S.
14	1.28	0.06	1.55	0.00	1.28	0.06	64	7.4	0.7	1.63	R.C.
15	1.31	0.05	1.53	0.00	1.36	0.06	63	7.5	0.7	1.53	J.S.
16	1.32	0.04	1.62	0.00	1.29	0.06	63	7.5	0.7	1.43	J.S.
17	1.31	0.06	1.71	0.00	1.42	0.06	64	7.5	0.7	1.55	J.S.
18	1.25	0.05	1.53	0.00	1.28	0.06	64	7.4	0.7	1.45	R.C.
19	1.29	0.05	1.72	0.00	1.31	0.06	65	7.5	0.7	1.55	R.C.
20	1.11	0.05	1.71	0.00	1.24	0.07	65	7.5	0.7	1.53	J.S.
21	1.41	0.05	1.71	0.00	1.37	0.08	65	7.5	0.7	1.43	J.S.
22	1.38	0.05	0.98	0.00	1.28	0.06	63	7.5	0.7	1.60	A.M.
23	1.26	0.04	1.55	0.00	1.16	0.06	63	7.5	0.7	1.49	A.M.
24	1.28	0.05	1.62	0.00	1.26	0.06	64	7.5	0.7	1.47	J.S.
25	1.19	0.04	1.45	0.00	1.21	0.05	64	7.5	0.7	1.64	J.S.
26	1.39	0.05	1.55	0.00	1.38	0.06	65	7.5	0.7	1.38	J.S.
27	1.25	0.05	1.65	0.00	1.19	0.06	64	7.4	0.7	1.43	K.D.
28	1.12	0.05	1.61	0.00	1.2	0.05	65	7.4	0.7	1.42	K.D.
29	1.21	0.05	1.65	0.00	1.26	0.07	66	7.5	0.7	1.48	J.S.
30	1.34	0.06	1.50	0.00	1.21	0.06	67	7.5	0.7	1.45	J.S.
31											
AVG.	1.29	0.05	1.54	0.00	1.27	0.07	64	7.5	0.70	1.50	
MAX.	1.43	0.10	1.72	0.00	1.42	0.14	67	7.5	0.74	1.64	
MIN.	1.11	0.04	0.98	0.00	1.15	0.05	62	7.4	0.65	1.22	

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

Date



## MONTHLY STATUS REPORT

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

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

**REPORT DATE:** July 7, 2026

**MEETING DATE:** July 16, 2026

---

### **I. Progress through July 16, 2026**

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





## MONTHLY STATUS REPORT

- b) Conditional approval received.
- 2. License agreement complete.
- D. Land Acquisition
  - 1. 245 of 246 Titles Received (99%). One more to be added north of proposed pumps station site
  - 2. Easement legal descriptions & exhibits
    - a) 188 total prepared to date
    - b) 74 Appraisal Packages and 84 property negotiations underway. 4 closings completed.
    - c) Naperville Park District negotiations ongoing
- E. Contract TW-6 Section 1 (Book Rd)
  - 1. Construction ongoing.
- F. Contract TW-6 Section 2A & 2B
  - a) Construction ongoing.
- G. Contract TW-6 Section 2C, 3A & 3B
  - 1. Pre-construction work (i.e. shop drawing submittals) ongoing.
  - 2. Permit applications/reviews
    - a) Private Gas Pipeline Companies (four total) – Approved
    - b) CN / Wisconsin Central Railroad Permit submittal – Pending final License Agreement
    - c) City of Aurora and Wheatland Township – Comments Received
    - d) IDOT District 1 and District plan review applications submitted.
      - 1) IDOT D1 – no comments on one area. Contractor will need to submit bonds in accordance with IDOT response letter. Pending approval on Kendall Point road crossing.
      - 2) IDOT D3 – review in progress.
    - e) Construction Permit received from IEPA.
    - f) US Fish and Wildlife (tree clearing restriction 4/1 – 9/30)





## MONTHLY STATUS REPORT

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

1. Bids received 05/06/26.
2. Additional wetlands delineation and environmental surveys are required, including updates to various environmental reports.
3. Permit applications / design submittals are being prepared for various agencies, including IDOT and railroads.
  - a) Permit application to BNSF Railroad has been submitted.
    - 1) BNSF Railroad returned comments and resubmittal made on 6/2/25.
  - b) Permit application to OmniTrax/Illinois Railway has been submitted.
    - 1) OmniTrax returned comments on 6/23/25 requesting additional documents. Ongoing coordination to provide Certificate of Insurance from DWC. Draft license agreement received for review.
    - 2) Resubmittal will be required upon completion of Fox River realignment design and final railroad crossing location.
  - c) Construction permit received from IEPA.
    - 1) A supplemental IEPA construction permit application to be submitted based on the realignment of this section.
  - d) US Fish and Wildlife
    - 1) Provided a tree clearing restriction from April 1 – September 30. Requirements will be added to the plans/specs. Exceptions can be requested on a case-by-case basis. USFWS will likely require a survey of trees to be removed by exception to ensure no bats are living in the tree. Likelihood of exception being granted increases further from Fox River.

### I. Contract FW-1 Section 1 & 2

1. Construction ongoing for Section 1.
2. Pre-construction work (i.e. shop drawing submittals) ongoing for Section 2.
3. Permit applications/reviews
  - a) USACE permitting ongoing

### J. Contract FW-1 Section 3

1. Water transmission main plan and profile final design ongoing.
  - a) 100% Submittal drawings in progress.
2. Ongoing coordination with IDOT District 3 on IL Route 71 project overlap.





## MONTHLY STATUS REPORT

3. IDOT District 3 comments received in June 2025.
  - a) Meeting occurred Monday 8/11/25 with IDOT District 3 to discuss comments.
  - b) 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.
  - c) Design team submitted comment disposition and coordination meeting with IDOT to be held in the near future, pending IDOT response.

### K. Contract FW-1 Section 4

1. Advertisement for Bids 07/08/26.
2. IEPA and Kendall County permit submittals in progress.
3. Permit submittal made to BNSF Railroad on 4/9/25.
  - a) Resubmittal to address comments made on 6/2/25.
  - b) DWC reviewing draft license agreement.

### L. Contract MS 22 Meter Stations

1. Bids received 06/09/26.
2. WaterLink building permits in progress.

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

### A. Contract Amendment No. 1

1. Fee
  - a) \$1,085,000 Phase 2 Contingency Funds.
  - b) \$1,022,200 Additional Fee Request approved 3/19/26.
2. Scope
  - a) Design of Additional Architectural Treatments for WaterLink Meter Stations
  - b) ComEd revisions based on numerous required alignment changes, coordination meetings, new comments.
  - c) Fox River Crossing alternate route design – Section 3C
  - d) Soil and Erosion Control Design
  - e) Wetland Delineations
  - f) Environmental





## MONTHLY STATUS REPORT

- g) Permitting & Permit Fees
- h) Additional geotechnical and SUE/potholing.

### III. **Financials**

- A. Total Phase II Contract: \$21,471,929
  - 1. Original Phase II Contract: \$19,956,942
  - 2. Phase 1 Rollover Funds: \$492,687
  - 3. Contract Amendment No. 1: \$1,022,300
- B. Fee Expended through June 30, 2026:
  - a) Total: \$20,935,131 (97.5%)

### IV. **Completed Workshops, Meetings and Visits (June – July)**

- A. Schedule Update Meetings with Burns & McDonnell – Various
- B. WaterLink Partnering Session – June 04, 2026
- C. MS 22/25 Bid Opening – June 09, 2026
- D. WaterLink Groundbreaking Event – June 10, 2026
- E. Fox Metro Water Reclamation District Coordination Meeting – June 12, 2026
- F. Weekly Check-In Meetings – Various

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

- A. Weekly Check-In Meetings – Various
- B. Schedule Coordination with Burns & McDonnell – Various
- C. ComEd Coordination Meetings – As Needed
- D. Permit submittals to various review agencies.
- E. Oswegoland Park District Coordination Meeting – July 9, 2026
- F. FW-1/25 Section 4 Pre-Bid Meeting – July 17, 2026
- G. FW-1/25 Section 3 Advertisement



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

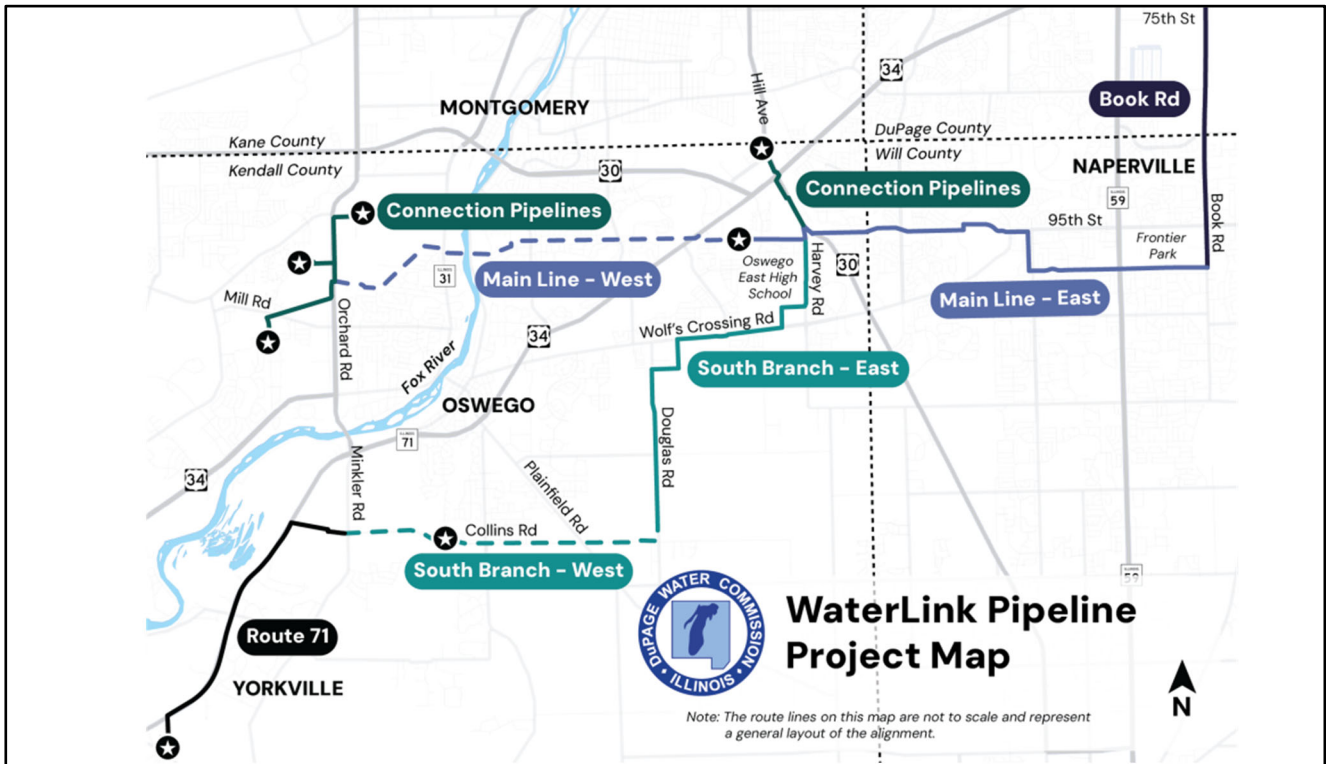
Description	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Planned	Planned																	
	April 26, 2024	May 31, 2024	June 30, 2024	July 31, 2024	August 31, 2024	September 30, 2024	October 31, 2024	November 30, 2024	December 31, 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	May 2026	June 2026	July 2026	August 2026	September 2026															
<b>Basic Services</b>	\$ 625,960	\$ 876,344	\$ 980,607	\$ 1,011,525	\$ 994,029	\$ 993,016	\$ 999,176	\$ 1,117,315	\$ 1,116,854	\$ 745,163	\$ 499,762	\$ 498,028	\$ 378,063	\$ 258,692	\$ 254,130	\$ 248,300	\$ 248,197	\$ 248,033	\$ 186,383	\$ 63,579	\$ 64,220	\$ 62,559	\$ 255,569	\$ 465,856	\$ 210,835	\$ 255,624	\$ 235,414	\$ 100,000	\$ 40,218																
<b>Additional Services</b>	\$ 545,788	\$ 1,126,706	\$ 586,700	\$ 561,317	\$ 594,996	\$ 64,786	\$ 149,871	\$ 438,311	\$ 350,417	\$ 283,233	\$ 83,116	\$ 205,871	\$ 183,722	\$ 253,965	\$ 236,036	\$ 198,526	\$ 203,231	\$ 204,163	\$ 234,542	\$ 187,774	\$ 140,498	\$ 222,161	\$ 83,534	\$ 72,593	\$ 13,404	\$ 10,150	\$ 63,068	\$ 90,000	\$ 50,000																
<b>MONTHLY SUBTOTAL</b>	\$ 1,171,748	\$ 2,003,050	\$ 1,567,307	\$ 1,572,842	\$ 1,589,025	\$ 1,057,802	\$ 1,149,047	\$ 1,555,626	\$ 1,467,271	\$ 1,028,396	\$ 582,878	\$ 703,899	\$ 561,785	\$ 512,657	\$ 490,166	\$ 446,826	\$ 451,428	\$ 452,196	\$ 420,925	\$ 251,353	\$ 204,717	\$ 284,720	\$ 339,103	\$ 538,448	\$ 224,239	\$ 265,775	\$ 298,482	\$ 190,000	\$ 90,218																
<b>SUBTOTAL</b>	\$6,314,947				\$5,351,501				\$9,805,482																																				
<b>IGA ESCROW DEPOSITS</b>	\$7,764,000				\$5,532,000				\$6,660,942																																				
																							<b>ORIGINAL PHASE II CONTRACT</b>				\$																	19,956,942	
																							<b>PHASE I ROLLOVER FUNDS</b>				\$																	492,687	
																							<b>CONTRACT AMENDMENT NO. 1</b>				\$																	1,022,300	
																							<b>TOTAL PHASE II CONTRACT</b>				\$																	21,471,929	





**July 2026**

*Data through June 30, 2026*



## Program Overview

Project Section	Monthly Progress Update
Book Road (TW-6/25 Section 1)	Under construction
Main Line – East (TW-6/25 Section 2A) (TW-6/25 Section 2B) (TW-6/25 Section 2C)	Under construction Under construction Under construction
Main Line – West (TW-6/25 Section 3A) (TW-6/25 Section 3B) (TW-6/25 Section 3C)	Contract awarded Contract awarded Contract awarded
South Branch – East (FW-1/25 Section 1)	Under construction
South Branch – West (FW-1/25 Section 2)	Contract awarded
Route 71 (FW-1/25 Section 3)	Bid package under development
Connection Pipelines (FW-1/25 Section 4)	Bid package under development
Meter Stations (MS 22/25)	Bids received June 9, 2026; Target award – July 2026

## Project Stats & Milestones

Through June, crews have placed more than 5,200 feet of 54" water main along Book Road (TW-6/25 Section 1). In total, approximately 16,300 feet of pipe will be installed beneath Book Road. Crews have placed more than 1,100 ft of 54" water main along Main Line – East (TW-6/25 Section 2A, 2B, 2C). At the end of June, crews mobilized and began placing 36" water main along South Branch – East (FW-1/25 Section 1).

Project Section	Monthly Construction Update	Percent Complete
Book Road	Crews installed approximately 5,200 ft of 54" water main.	36%
Main Line – East	Crews installed 1,114 ft of 54" water main.	15%
Main Line – West	Tree clearing activity has been completed.	1%
South Branch – East	Tree clearing continues. Crews are mobilized and have begun installing 36" water main.	1%
South Branch – West	Construction has not yet begun.	0%
Route 71	Construction has not yet begun.	0%
Connection Pipelines	Construction has not yet begun.	0%
Meter Stations	Construction has not yet begun.	0%



*Excavation along Book Road; Excavation near Wolf's Crossing & 95<sup>th</sup> Street*

## Schedule & Cost Tracking

Through June, nine of the twelve contracts have been awarded for construction. Design and bidding activities are ongoing for the remaining three sections, with construction contract awards targeted for Q3 2026. Easement acquisition has been completed on the below two noted sections and Pipeline construction has commenced on FW-1/25 Section 1. Overall, the program schedule remains on track to achieve the targeted community water delivery dates.

Contract Section	Design	Permit Acquisition	Easement Acquisition	Construction Completion (per contract)
TW-6/25 – Section 1	Complete	Complete	NA	12-31-2026
TW-6/25 – Section 2a	Complete	In Progress	In Progress	02-06-2028
TW-6/25 – Section 2b	Complete	In Progress	In Progress	02-06-2028
TW-6/25 – Section 2c	Complete	In Progress	In Progress	02-06-2028
TW-6/25 – Section 3a	Complete	In Progress	Complete	02-13-2028
TW-6/25 – Section 3b	Complete	In Progress	In Progress	02-13-2028
TW-6/25 – Section 3c	Complete	In Progress	In Progress	02-28-2028
FW-1/25 – Section 1	Complete	In Progress	In Progress	10-12-2027
FW-1/25 – Section 2	Complete	In Progress	In Progress	10-12-2027
FW-1/25 – Section 3	In Progress	In Progress	Complete	To be determined*
FW-1/25 – Section 4	In Progress	In Progress	In Progress	To be determined*
Meter Stations	Complete	In Progress	In Progress	To be determined*

**\$42.01  
Million Spent**

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



*\*\*Montgomery is not shown on the timeline because there's a significant gap in time. They are scheduled for water delivery in 2030.*



**Resolution #:** R-57-26  
**Account:** 01-80-852010 (WaterLink)  
**Approvals:** *Author / Manager / Finance / Admin*  
**JL JML CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 7/9/2026

**Description:** **Award of a Contract for the Construction of the WaterLink Meter Stations & Chemical Feed Building (Contract MS 22/25)**

**Agenda Section:** Engineering & Construction

**Originating Department:** Engineering

WaterLink design efforts continue to progress with the goal of having all bids for each of the eleven pipeline construction packages, along with another for the construction of the meter stations, awarded by the end of Q3 2026.

All but two of the pipeline construction packages have been bid, with contracts awarded by the Board in late 2025 and early 2026. Remaining pipeline construction packages are anticipated to be bid in July/August with awards tentatively scheduled for August/September of this year.

The MS 22/25 construction package includes the construction of a single chlorination facility, along with the seven metering stations required at the seven connection points to the WaterLink communities. Two will serve Montgomery, three will serve Oswego, and the final two will serve Yorkville. Design and construction of the corresponding receiving stations at each of these locations are being managed by the WaterLink communities.

The bid opening for this work was held on June 9<sup>th</sup> with four bids received. The apparent low bid received was lower than the engineer’s estimate. The bidders and their bids are listed in the table below:

<b>Bidder</b>	<b>Bid Total</b>
IHC Construction Companies, LLC	\$13,396,000.00
John Burns Construction Company, LLC	\$13,701,500.00
Reynolds Construction	\$22,441,000.00
Vissering Construction Company	\$14,125,000.00

Based on the results of the bid opening, IHC Construction Companies, LLC has been identified as the responsible lowest bidder for the MS 22/25 Project with a submitted bid of \$13,396,000. Staff has discussed this recommended contract award as being in the best interest of the overall project with the WaterLink Village Managers with no objections made. IHC Construction Companies, LLC is also currently under contract with the Village of Oswego for the construction of their three receiving stations, greatly reducing the degree to which site coordination is required.

Resolution R-57-26 would approve a contract with the IHC Construction Companies, LLC for the construction of the MS 22/25 Project in the amount of \$13,396,000.

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**Recommended Motion:**

To adopt Resolution R-57-26.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-57-26**

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A RESOLUTION AWARDING A CONTRACT FOR THE CONSTRUCTION OF  
THE MS 22/25 CONTRACT

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

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

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

WHEREAS, pursuant to Article VIII, Section 5 of the Commission’s By-Laws, the DuPage Water Commission (the “Commission”) invited proposals for the Construction of the MS 22/25 Contract; and

WHEREAS, bids for Contract MS 22/25 were received on June 9, 2026; and

WHEREAS, the Commission has reviewed the proposals received and determined that the proposal of IHC Construction Companies, LLC. was the most favorable to the interests of the Commission; and

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

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

SECTION TWO: The Board of Commissioners of the DuPage Water Commission hereby approves the Contract for the Construction of the MS 22/25 Project in the amount of \$13,396,000, attached hereto as Exhibit A, conditioned upon the receipt of all contractually required documentation, and authorizes the Chairman to execute the agreement on behalf of the DuPage Water Commission and to take whatever steps necessary to effectuate the terms of said agreement.

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

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

ATTEST:

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

Board/Resolutions/2026/R-57-26.docx

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EXHIBIT A

---

# DuPage Water Commission

## Contract for the Construction of WaterLink Meter Stations & Chemical Feed Building

Contract MS-22/25 Meter Stations



## VOLUME I CONTRACT DOCUMENTS

**DuPAGE WATER COMMISSION**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**CONTRACT MS 22/25**

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

**CONTRACT AGREEMENT BETWEEN  
DuPAGE WATER COMMISSION AND  
IHC CONSTRUCTION COMPANIES, LLC  
FOR THE CONSTRUCTION OF  
CONTRACT MS 22/25**

**CONTRACT AGREEMENT BETWEEN  
 DuPAGE WATER COMMISSION AND  
 IHC CONSTRUCTION COMPANIES, LLC  
 FOR THE CONSTRUCTION OF  
 CONTRACT MS 22/25**

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**CONTRACT AGREEMENT BETWEEN**  
**DuPAGE WATER COMMISSION AND**  
**IHC CONSTRUCTION COMPANIES, LLC**  
**FOR THE CONSTRUCTION OF**  
**CONTRACT MS 22/25**

THIS CONTRACT AGREEMENT, made as of this **16th** day of **July, 2026**, by and between the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a public corporation, and **IHC Construction Companies, LLC**,

WITNESSETH:

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

**ARTICLE I**  
**THE WORK**

**1.1 Performance of the Work**

Contractor shall, at its sole cost and expense:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete at the Work Site and in the manner described and specified in this Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the design, if any, construction, and installation of the *Contract MS 22/25* improvements together with related attachments, equipment, and appurtenances thereto.

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

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

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

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

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

### 1.2 Contract Documents

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

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

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

### 1.3 Interpretation of Contract Documents

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

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

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

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

b. Engineer. Burns & McDonnell Engineering Company Inc., Stanley Consultants, Inc., Lockwood, Andrews and Newnam, Inc. (LAN), Robinson

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

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

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

e. Work Site. Northeast of Hill Avenue and Goodwin Drive intersection; northeast of Galena Road and Nemetz Way intersection; north of ComEd right-of-way and southeast of Odgen Falls Boulevard and Waterbury Circle intersection; northeast side of Collins Road and Morgan Creek intersection; north of Tuscany Trail between South Concord Drive and Orchard Road; south of Monroe Court and between Illinois Railway, LLC tracks and 95th Street; north of Illinois Route 126 and between Wing Road and Prairie Crossing Drive; north end of Lehman Crossing; east of 95th Street and Wolf's Crossing Road intersection.

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

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

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

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

3. Priority of Contract Provisions. In the event of a discrepancy, error, omission, ambiguity, or conflict in the application or interpretation of any of the provisions of this Contract, the terms of this Contract Agreement and of the General

## CONTRACT AGREEMENT

Conditions of Contract shall govern over the terms and provisions of all other Contract Documents.

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

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

## ARTICLE II CONTRACT TIME

### 2.1 Commencement Date

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

### 2.2 Completion Date

Contractor shall diligently and continuously prosecute the Work from the Commencement Date at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with, and as required by or pursuant to, this Contract.

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The Work shall be completed in full compliance with this Contract, not later than 600 Days following the Commencement Date.

### **2.3 Time of the Essence**

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

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

### **3.1 Warranties and Representations**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3.2 Affirmation of Other Warranties and Representations**

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

**ARTICLE IV**  
**FINANCIAL ASSURANCES**

**4.1 Bonds**

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

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

**4.2 Insurance**

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

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

### 4.3 Indemnification

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

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

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

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

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

### **4.4 Penalties**

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

## **ARTICLE V** **CONTRACT PRICE AND PAYMENT**

### **5.1 Contract Price**

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

### **5.2 Acceptance as Full Payment and Satisfaction**

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

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

### **5.3 Method of Payment**

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

## **ARTICLE VI LEGAL RELATIONSHIPS AND REQUIREMENTS**

### **6.1 Binding Effect**

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

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

### **6.2 Relationship of the Parties**

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

### 6.3 Assignment

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

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

### 6.4 Confidential Information

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

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

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

### **6.5 Publicity**

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

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

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

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

### **6.6 No Waivers**

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

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

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

### **6.7 No Third Party Beneficiaries**

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

### **6.8 Notices**

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

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

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

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

**IHC Construction Companies, LLC**  
**385 Airport Road, Suite 100**  
**Elgin, IL 60123**  
Attention: **Russell D. Ginn**

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

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

### **6.9 Governing Laws; Venue; Attorney's Fees**

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

### **6.10 Changes in Laws**

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

### **6.11 Compliance with Laws and Grants**

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

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

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

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

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

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

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

## CONTRACT AGREEMENT

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

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

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

### 6.12 Compliance with Patents

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

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

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**6.13 Severability**

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

**6.14 Entire Agreement**

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

**6.15 Amendments**

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

**6.16 Counterparts**

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

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

Attest/Witness:

**DuPAGE WATER COMMISSION**

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

By: \_\_\_\_\_  
Paul D. May, P.E.

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

Title: General Manager

**CONTRACT AGREEMENT**

Attest/Witness:

**IHC Construction Companies, LLC**

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

By: \_\_\_\_\_  
*Russell D. Ginn*

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

Title: ***Vice President***

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

STATE OF ILLINOIS        )  
  )  
COUNTY OF \_\_\_\_\_  )

SS

CONTRACTOR'S CERTIFICATION

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

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest/Witness: **IHC Construction Companies, LLC**

By: \_\_\_\_\_ By: \_\_\_\_\_  
**Russell D. Ginn**

Title: \_\_\_\_\_ Title: **Vice President**

Subscribed and Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public [SEAL]

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