



AGENDA – Engineering and Construction Committee

Thursday, August 20, 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-60-26:** Award of a Contract for the Construction of the West Feeder Main to Meter Stations MS 31B, MS 32C & MS 33B (**Contract FW-1/25 Section 4 – Airy's, Inc. - \$15,171,368**)
- V. **Resolution R-62-26:** A Resolution Authorizing High-Lift Pump Control Valve Repair Services (**A/C Service and Repair – Estimated Expense of \$150,000**)
- VI. **Resolution R-63-26:** A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Donohue and Associates **Task Order No. 02 – Not-To-Exceed \$23,320**
- VII. **Resolution R-67-26:** A Resolution authorizing staff to solicit proposals for Lake Michigan Regional Source Water Initiative Program Management (**No Cost This Action**)

RECOMMENDED MOTION: To recommend approval of Item 2 through 5 of the Engineering and Construction Committee Report section of the Commission meeting agenda

- VIII. Old Business

IX. New Business

Discussion of cost increases associated with spoils hauling within the WaterLink ComEd Corridor.

X. 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).

XI. Adjournment

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**Minutes of a Meeting
of the**

ENGINEERING & CONSTRUCTION COMMITTEE

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 2nd 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: 8/13/2026

Subject: Status of Operations, Engineering and Construction

Operations Overview

The Commission's discharge pumping for July 2026 totaled 2.71 billion gallons. This represents an average daily pumpage of 87.4 million gallons per day (MGD), which is higher than the July 2025 average day pumpage of 86.7 MGD. The maximum day discharge was 100.2 MG, which is lower than the July 2025 maximum day discharge of 103.8 MG. The minimum discharge was 51.8 MG.

The peak discharge rate for July 2026 was 130.65 MGD at 07:54PM on July 14, 2026.

The recorded total precipitation for July 2026 was 5.32 inches, which is higher than the 4.29 inches for July 2025. 3.47 inches of rainfall occurred on two (2) dates; July 3rd and July 27th.

DuPage Operations & Instrumentation Maintenance and Construction Overview

HLP No. 8 is at Superior Industrial Equipment for refurbishing due to wear. Due to quality control issues with outsourced work, completion of the work is now tentative for September.

The 5th of 9 programmed cone valves for refurbishment is in process at A/C Service and Repair in York, PA. Delivery and re-installation of the 5th valve is tentative for October 2026. R-62-26 appears on the agenda seeking approval of the 6th of 9 cone valve refurbishments.

Staff continue to work with CDM Smith to provide the necessary control power monitoring devices for the medium voltage switchgear. The control panel design is complete, and the panels are being

fabricated, however supply chain issues are delaying completion. Factory testing of the panels is now tentatively scheduled for September 2026.

R-63-26 appears on the agenda to authorize the General Manager to execute Task Order No. 02 with Donohue and Associates to conduct performance evaluations of the DuPage Pumping Station's High-Lift Pump (HLP) Motor Control Centers A and B and to recommend improvement strategies such as HLP monitoring and control device rehabilitation or replacement needed to meet the Commission's long-term goals.

Staff have completed Workshop No. 01 with Arcadis USA, Inc., kicking off the thorough rewrite of the Risk and Resiliency Assessment and Emergency Response Plan. Critical Asset Prioritization is underway, and dates have been set for the team to review physical security aspects at pump stations, storage systems and a cross section of meter stations. As reported to the Board in May, a rewrite is being carried out to ensure full compliance with regulatory standards, and that any new, updated, or emerging standards and requirements are met.

Chicago Water Supply - Operations and Maintenance Overview

As reported to the Committee in June, on June 6th and on June 7th, the Lexington Pump Station reported a 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. Staff have received and are reviewing the report from Chicago on the chain of events.

As a single point of failure, Staff have reached out to DWM to discuss critical sections of the 12' diameter tunnel that only serves the Lexington Pump Station. Staff are seeking evidence that the sluice gates, installed in the 1930's found at the headworks, are in a secure condition in the open position. Staff are working towards setting up DWC consultants and service vendors to launch a remotely operated vehicle into the tunnel shafts to record and assess the condition of the gates.

The Lexington Pump Station replacement of the pump and motor vibration analysis instrumentation was approved under R-18-26. The monitoring equipment has been received however supply chain issues are delaying the delivery of the vibration sensors. Completion of the work is now tentative for September.

No Change: Chicago DWM continues troubleshooting their SCADA system deficiencies, may have identified the root cause of the ongoing issues and provided a draft work plan to DWC staff in efforts to remediate current SCADA issues. DWM's instrumentation consultant replaced the DWM's PC at DWC however intermittent issues continue.

Alternate Water Source

Chairman Zay and Commissioner Suess continue to participate in collaboration meetings with leadership from NSMJAWA to discuss governance concepts, and significant progress continues.

The IGA is currently under development and is will be provided to the DWC Commissioners in Draft form under separate cover from Attorney Luetkehans; this item will appear on the Agenda under "Old Business" for discussion. 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. General Manager May has prepared a draft summary memorandum of foundational governance positions and provided it to Commissioners and participated in phone discussions with most; this item will continue to be discussed as the project moves forward.

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 has been executed. The Communications contract is presented for action at the August Board Meeting, and Metro Strategies will immediately commence work on the Communications strategy following approval.

R-67-26 appears on the agenda seeking authorization for staff to solicit proposals for Lake Michigan Regional Source Water Initiative Program Management. The solicitation will include requests for prospective firms identifying vendor qualifications/proposal submittal followed by the review by a selection panel, vendor interviews and presentations, with final deliberation by a selection panel. This process is expected to take approximately 3-4 months after which the panel will identify a preferred Program Management Team, which will make a presentation to the DWC Board for consideration. Upon completion of the aforementioned activities, contract documents preparation will commence, which will likely not be presented for consideration by the DWC Board until Q1 2027; only at that time will a formal contract be acted upon.

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.

Staff have worked closely with the Source Water Technical Advisors to facilitate preparation of a detailed and thorough solicitation document for the role of Program Manager for the Regional Source Water Initiative. This item appears on the August agenda to authorize staff to commence the solicitation and selection process, which is expected to yield identification of a preferred vendor in Q4 2026 and a contract for consideration by the DWC Board of Commissioners in Q1 2027.

Pipeline & Remote Facilities Maintenance Overview

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

Pipeline and Remote Facilities staff 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

In the past few weeks there has been news of recent cybersecurity events that affected water and wastewater facilities across the United States. The Cybersecurity and Infrastructure Agency (CISA) and the EPA held a joint emergency meeting that Commission staff attended to discuss the recent events, the cause of the hackings and the recommended mitigations and best practices. The Commission staff verified all recommendations, and best practices were already being met, and measures were taken to confirm so.

The Commission has a strong cybersecurity posture and continuously participates in webinars and training events held by partner organizations such as AWWA, CISA, EPA, and the FBI to stay on top of current events and threat actors. Commission staff remain vigilant over the system, utilizing all available resources to bolster system monitoring and protection.

The SCADA Replacement Project (Contract PSD-9/21) is ongoing, remote site work continues, with the first line of meter stations, ROVs, and Tank Sites being transitioned to the new SCADA system. This work will continue throughout the year and into 2027; staff will be transitioning to the second line of remote sites in the fall. The campus fiber replacement has a single run remaining, requiring some conduit repairs that are underway with Homestead Electric.

Staff and HDR held a kick-off meeting for the assistance with preparing an engineering RFP to commence the development of a Building Information Model (BIM).

The annual Customer Meter Testing Program is underway and is currently 35% complete.

Engineering & Capital Improvement Program Overview

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

Geotechnical investigative work is also underway at six remote sites in order to determine the feasibility of an upcoming cathodic protection improvement project. Preliminary results are encouraging.

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 regular Commission agenda as O-25-26, O-26-26 and O-27-26. These items include necessary property acquisition required in order to complete the construction of the WaterLink Pipeline.

Resolution R-60-26 appears on the agenda, which would award a construction contract to Airy's, Inc. for the FW 1/25 Section 4 package of the WaterLink Project. This bid package is the second-to-last

package to be awarded and includes the construction of feeder main pipelines ranging in diameter from 16" to 24" with connections to three of the seven delivery locations.

Resolution R-65-26 also appears on the agenda, which would approve Change Order #1 for the TW 6/25 Section 2A/2B contract. This change order includes a more detailed cathodic protection design, updated to account for the proximity to ComEd transmission lines.

Though the details are not yet established, an additional Change Order will be presented at a future date as it relates to spoils removal within the ComEd corridor. The costs associated with this work are substantial and it appears that the allowances established in the respective bids will not be sufficient. As Commission Staff continues to search for more cost effective alternatives, a formal Change Order identifying the full cost of this work will be ratified at the next available meeting, either in September or October.

Construction remains underway at three different sections throughout the project area, including the Book Road and "2B" portions of the 54" transmission main as well as section 1 on the smaller 36" diameter feeder main. Nearly 2.75 of the 30 miles of pipe have been installed to date.

The final bid package includes nearly 25,000 feet of 20" and 24" feeder main pipe and was advertised last week. The bid opening is currently scheduled for early September with contract award anticipated at the October Board meeting. Once completed, all construction packages will have been bid/awarded and remaining efforts will be focused solely on construction.

Board Action Items

- Resolution R-60-26:** Award of a Contract for the Construction of the West Feeder Main to Meter Stations MS 31B, MS 32C & MS 33B (Contract FW-1/25 Section 4 – Airy's, Inc. - \$15,171,368)
- Resolution R-62-26:** A Resolution Authorizing High-Lift Pump Control Valve Repair Services (A/C Service and Repair – Estimated Expense of \$150,000)
- Resolution R-63-26:** A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Donohue and Associates Task Order No. 02 – Not-To-Exceed \$23,320)
- Resolution R-67-26:** A Resolution authorizing staff to solicit proposals for Lake Michigan Regional Source Water Initiative Program Management **(No Cost This Action at this time)**

Attachments

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

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 31-Jul-26

PER DAY AVERAGE 77,679,581

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-23	2,474,377,000	2,540,440,833	97.40%	\$13,336,892.03	\$10,979,785.28	684,441	0.03%	97.43%	\$5.39	\$4.322
Jun-23	2,971,436,000	3,043,540,086	97.63%	\$16,016,040.04	\$13,814,628.45	678,930	0.02%	97.65%	\$5.39	\$4.539
Jul-23	2,567,425,000	2,639,887,376	97.26%	\$13,838,420.75	\$11,982,448.80	1,047,600	0.04%	97.29%	\$5.39	\$4.539
Aug-23	2,708,945,000	2,773,069,509	97.69%	\$14,601,213.55	\$12,586,962.50	832,992	0.03%	97.72%	\$5.39	\$4.539
Sep-23	2,406,858,000	2,471,708,096	97.38%	\$12,972,964.62	\$11,219,083.05	753,904	0.03%	97.41%	\$5.39	\$4.539
Oct-23	2,071,291,000	2,116,545,770	97.86%	\$11,164,258.49	\$9,607,001.25	1,034,131	0.05%	97.91%	\$5.39	\$4.539
Nov-23	1,902,725,000	1,957,768,374	97.19%	\$10,255,687.75	\$8,886,310.65	809,342	0.04%	97.23%	\$5.39	\$4.539
Dec-23	1,972,754,000	2,031,158,416	97.12%	\$10,633,144.06	\$9,219,428.05	2,329,064	0.11%	97.24%	\$5.39	\$4.539
Jan-24	2,058,390,000	2,131,445,175	96.57%	\$11,094,722.10	\$9,674,663.60	730,427	0.03%	96.61%	\$5.39	\$4.539
Feb-24	1,868,175,000	1,916,869,806	97.46%	\$10,069,463.25	\$8,700,672.05	268,834	0.01%	97.47%	\$5.39	\$4.539
Mar-24	1,927,795,000	1,971,770,225	97.77%	\$10,390,815.05	\$8,949,831.10	340,529	0.02%	97.79%	\$5.39	\$4.539
Apr-24	1,951,120,000	1,992,959,991	97.90%	\$10,516,536.80	\$9,046,045.40	426,636	0.02%	97.92%	\$5.39	\$4.539
May-24	2,285,252,000	2,331,031,384	98.04%	\$12,751,706.16	\$10,580,551.45	964,148	0.04%	98.08%	\$5.58	\$4.539
Jun-24	2,558,136,000	2,613,555,125	97.88%	\$14,274,398.88	\$12,265,414.20	669,121	0.03%	97.91%	\$5.58	\$4.693
Jul-24	2,577,734,000	2,637,750,416	97.72%	\$14,383,755.72	\$12,378,962.70	5,976,667	0.23%	97.95%	\$5.58	\$4.693
Aug-24	2,723,982,000	2,791,119,391	97.59%	\$15,199,819.56	\$13,098,723.30	5,570,100	0.20%	97.79%	\$5.58	\$4.693
Sep-24	2,607,811,000	2,668,243,213	97.74%	\$14,551,585.38	\$12,522,065.40	887,220	0.03%	97.77%	\$5.58	\$4.693
Oct-24	2,256,800,000	2,311,304,709	97.64%	\$12,592,944.00	\$10,846,953.00	715,430	0.03%	97.67%	\$5.58	\$4.693
Nov-24	1,872,414,000	1,918,174,238	97.61%	\$10,448,070.12	\$9,001,956.60	517,416	0.03%	97.64%	\$5.58	\$4.693
Dec-24	2,003,025,000	2,053,944,598	97.52%	\$11,176,879.50	\$9,639,162.00	465,013	0.02%	97.54%	\$5.58	\$4.693
Jan-25	2,084,797,000	2,142,229,363	97.32%	\$11,633,167.26	\$10,053,482.40	295,500	0.01%	97.33%	\$5.58	\$4.693
Feb-25	1,882,269,000	1,935,765,374	97.24%	\$10,503,061.00	\$9,084,546.90	225,910	0.01%	97.25%	\$5.58	\$4.693
Mar-25	1,991,703,000	2,037,452,909	97.75%	\$11,113,702.74	\$9,561,766.50	307,123	0.02%	97.77%	\$5.58	\$4.693
Apr-25	2,007,784,000	2,062,448,476	97.35%	\$11,203,434.72	\$9,679,070.70	4,167,787	0.20%	97.55%	\$5.58	\$4.693
May-25	2,375,691,000	2,438,182,271	97.44%	\$13,779,007.80	\$11,442,389.40	864,737	0.04%	97.47%	\$5.80	\$4.693
Jun-25	2,581,750,000	2,650,830,953	97.39%	\$14,974,150.00	\$12,938,705.88	1,033,008	0.04%	97.43%	\$5.80	\$4.881
Jul-25	2,657,585,000	2,731,622,698	97.29%	\$15,413,993.00	\$13,333,050.39	779,447	0.03%	97.32%	\$5.80	\$4.881
Aug-25	2,585,750,000	2,649,626,669	97.59%	\$14,997,350.00	\$12,932,827.77	940,653	0.04%	97.62%	\$5.80	\$4.881
Sep-25	2,474,431,000	2,542,535,157	97.32%	\$14,351,699.80	\$12,410,114.10	3,791,192	0.15%	97.47%	\$5.80	\$4.881
Oct-25	2,235,209,000	2,282,050,781	97.95%	\$12,964,212.20	\$11,138,689.86	760,583	0.03%	97.98%	\$5.80	\$4.881
Nov-25	1,921,845,000	1,964,172,176	97.85%	\$11,146,701.00	\$9,587,124.39	499,812	0.03%	97.87%	\$5.80	\$4.881
Dec-25	2,083,561,000	2,137,963,067	97.46%	\$12,084,653.80	\$10,435,397.73	416,706	0.02%	97.47%	\$5.80	\$4.881
Jan-26	2,091,449,000	2,147,664,659	97.38%	\$12,130,404.20	\$10,482,751.20	585,634	0.03%	97.41%	\$5.80	\$4.881
Feb-26	1,906,592,000	1,953,475,741	97.60%	\$11,058,233.60	\$9,534,915.09	385,924	0.02%	97.62%	\$5.80	\$4.881
Mar-26	2,003,482,000	2,053,767,910	97.55%	\$11,620,195.60	\$10,024,441.17	366,128	0.02%	97.57%	\$5.80	\$4.881
Apr-26	1,980,944,000	2,034,065,526	97.39%	\$11,489,475.20	\$9,928,273.83	550,092	0.03%	97.42%	\$5.80	\$4.881
May-26	2,371,633,000	2,429,444,665	97.62%	\$13,968,918.37	\$11,858,119.41	1,075,739	0.04%	97.66%	\$5.89	\$4.881
Jun-26	2,386,900,867	2,457,327,994	97.13%	\$14,058,846.11	\$12,215,377.46	4,688,094	0.19%	97.32%	\$5.89	\$4.971
Jul-26	2,751,293,000	2,811,775,832	97.85%	\$16,205,115.77	\$13,977,337.66	820,761	0.03%	97.88%	\$5.89	\$4.971
TOTALS (1)	971,771,561,665	999,536,564,942	97.22%	\$2,637,356,480.25	\$2,321,050,767.89	909,828,915	0.09%	97.31%	\$2.71	\$2.322

(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

Jul-25	7,615,026,000	7,820,635,922	97.37%	44,167,151	37,714,146				\$5.80	\$4.822
Jul-26	7,509,826,867	7,698,548,491	97.55%	44,232,880	38,050,835				\$5.89	\$4.943
	(105,199,133)	(122,087,431)		\$65,729	\$336,689					
	-1.4%	-1.6%		0.1%	0.9%					
Month										
Jul-25	2,657,585,000	2,731,622,698	97.29%	15,413,993	13,333,050				\$5.80	\$4.881
Jul-26	2,751,293,000	2,811,775,832	97.85%	16,205,116	13,977,338				\$5.89	\$4.971
	93,708,000	80,153,134		\$791,123	\$644,287					
	3.5%	2.9%		5.1%	4.8%					
July>June										
	364,392,133	354,447,838		2,146,270	1,761,960					



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

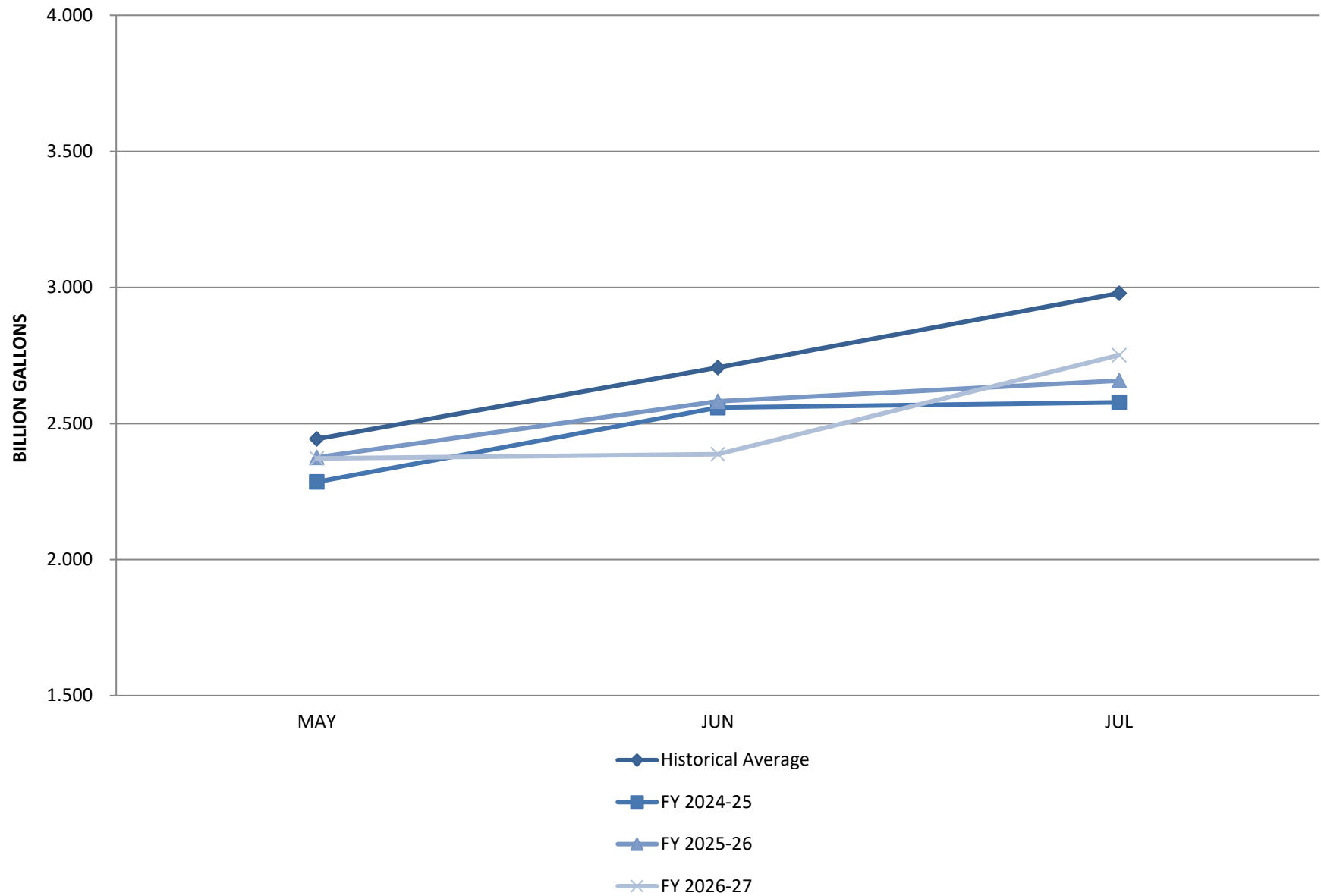
DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS

DATE	CHICAGO SUPPLY				DUPAGE DISCHARGE						
	FREE Cl ₂ (mg/L)	TURBIDITY (ntu)	O-PO ₄ (mg/L)	POWDER ACTIVATED CARBON ADDED (LBS/MG)	FREE Cl ₂ (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO ₄ (mg/L)	ANALYST INT.
1	1.35	0.1	1.75	0.00	1.18	0.09	65	7.4	0.65	1.50	K.D.
2	1.35	0.06	1.46	0.00	1.22	0.07	64	7.4	0.68	1.46	K.D.
3	1.2	0.06	1.67	0.00	1.14	0.07	65	7.4	0.67	1.46	K.D.
4	1.2	0.06	1.59	0.00	1.33	0.08	64	7.4	0.80	1.67	R.C.
5	1.29	0.04	1.59	0.00	1.17	0.06	65	7.4	0.73	1.49	K.D.
6	1.34	0.04	1.74	0.00	1.19	0.06	63	7.4	0.74	1.59	K.D.
7	1.31	0.05	1.55	0.00	1.24	0.06	62	7.4	0.67	1.52	K.D.
8	1.18	0.04	1.56	0.00	1.19	0.05	67	7.4	0.85	1.64	R.C.
9	1.16	0.04	1.48	0.00	1.25	0.07	69	7.4	0.80	1.54	R.C.
10	1.28	0.05	1.56	0.00	1.31	0.05	69	7.5	0.76	1.61	R.C.
11	1.2	0.05	1.59	0.00	1.24	0.08	69	7.5	0.80	1.48	K.D.
12	1.29	0.06	1.71	0.00	1.06	0.07	68	7.4	0.70	1.27	K.D.
13	1.33	0.06	1.71	0.00	1.31	0.07	70	7.5	0.80	1.86	R.C.
14	1.36	0.04	1.55	0.00	1.31	0.06	71	7.5	0.80	1.60	R.C.
15	1.27	0.05	1.74	0.00	1.18	0.09	71	7.4	0.70	1.51	K.D.
16	1.32	0.07	1.65	0.00	1.29	0.10	73	7.4	0.70	1.55	K.D.
17	1.3	0.05	1.76	0.00	1.12	0.06	72	7.4	0.78	1.49	K.D.
18	1.15	0.08	1.80	0.00	1.18	0.07	73	7.5	0.70	1.56	R.C.
19	1.19	0.04	1.65	0.00	1.2	0.05	72	7.5	0.70	1.70	R.C.
20	1.24	0.05	1.73	0.00	1.16	0.04	70	7.5	0.70	1.77	R.C.
21	1.31	0.05	1.46	0.00	1.19	0.06	71	7.4	0.80	1.36	K.D.
22	1.21	0.04	1.61	0.00	1.25	0.05	73	7.5	0.70	1.61	R.C.
23	1.25	0.05	1.58	0.00	1.25	0.05	71	7.5	0.56	1.77	R.C.
24	1.25	0.03	1.68	0.00	1.23	0.05	72	7.6	0.64	1.85	R.C.
25	1.13	0.04	1.45	0.00	1.22	0.09	72	7.5	0.59	1.61	A.M.
26	1.24	0.06	1.24	0.00	1.37	0.06	73	7.5	0.56	1.67	A.M.
27	1.34	0.05	1.79	0.00	1.25	0.05	73	7.5	0.56	1.64	R.C.
28	1.33	0.04	1.38	0.00	1.22	0.06	71	7.5	0.57	1.59	A.M.
29	1.16	0.08	1.59	0.00	1.33	0.09	68	7.5	0.54	1.69	A.M.
30	1.33	0.08	1.39	0.00	1.37	0.10	69	7.6	0.53	1.52	A.M.
31	1.16	0.08	1.63	0.00	1.21	0.09	70	7.6	0.54	1.52	A.M.
AVG.	1.26	0.05	1.60	0.00	1.23	0.07	69	7.5	0.69	1.58	
MAX.	1.36	0.10	1.80	0.00	1.37	0.10	73	7.6	0.85	1.86	
MIN.	1.13	0.03	1.24	0.00	1.06	0.04	62	7.4	0.53	1.27	

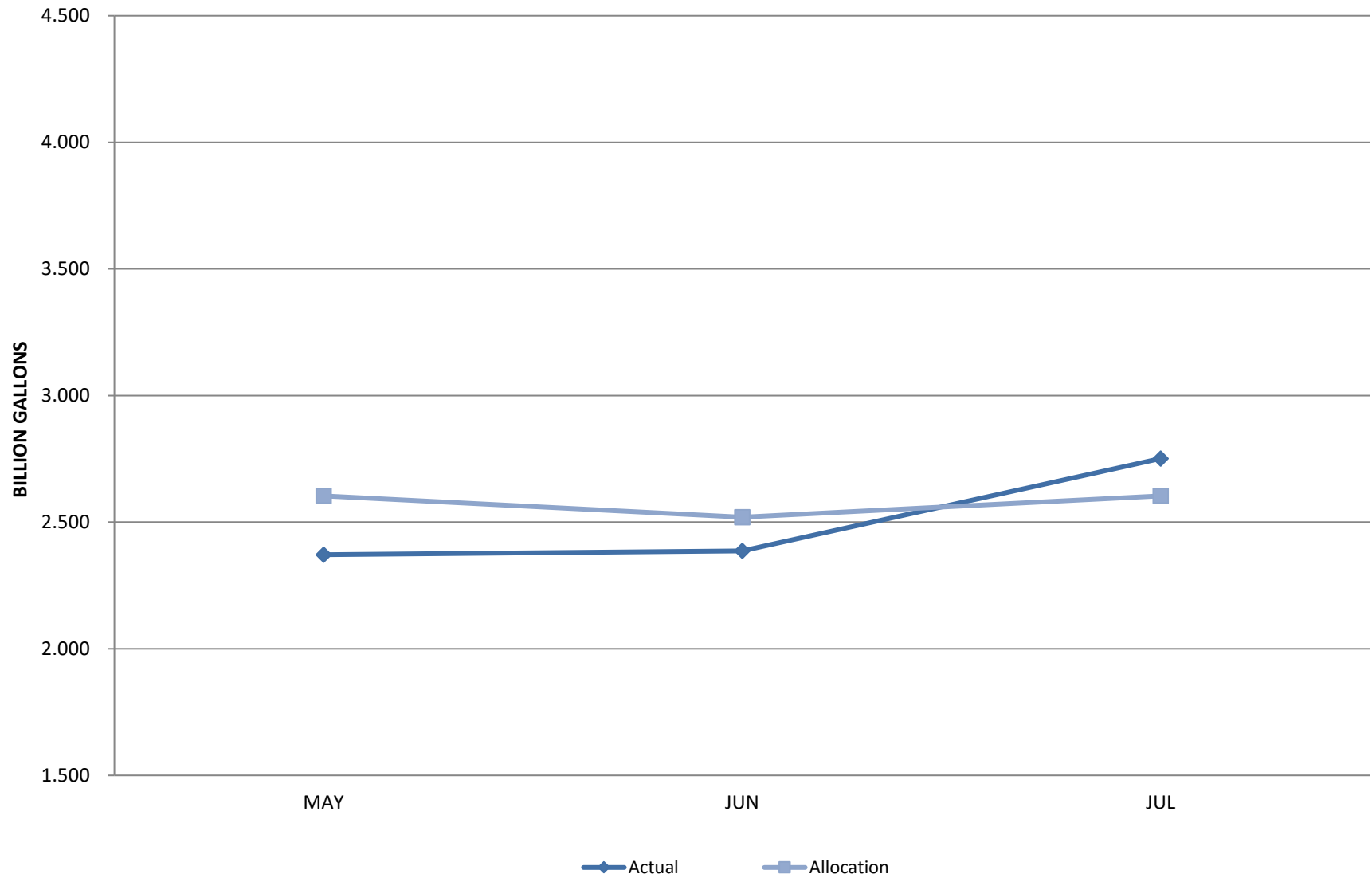
Ross C. Bostick, Manager of Water Operations
 ROINC - Certification No. 194171377

Date

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



DU PAGE WATER COMMISSION SALES FY 2026-27 VS. ALLOCATION





MONTHLY STATUS REPORT

LAN PROJECT #: 128-10031-001

PROJECT: DuPage Water Commission WaterLink Extension Phase II

REPORT DATE: August 11, 2026

MEETING DATE: August 20, 2026

I. Progress through August 11, 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.
- E. Contract TW-6 Section 1 (Book Rd)
 - 1. Construction ongoing.
 - a) Contractor: D Construction/Benchmark Construction
- F. Contract TW-6 Section 2A & 2B
 - a) Construction ongoing.
 - 1) Contractor: Airy's, Inc.
- G. Contract TW-6 Section 2C, 3A & 3B
 - 1. Pre-construction work (i.e. shop drawing submittals) ongoing.
 - a) 2C Contractor: Airy's, Inc.
 - b) 3A & 3B Contractor: D Construction/Benchmark Construction
 - 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.
 - a) Contractor: D Construction/Benchmark Construction
2. 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) IEPA
 - 1) Construction Permit Received
 - d) USACE
 - 1) Section 401 in progress
 - e) US Fish and Wildlife
 - 1) Provided a tree clearing restriction from April 1 – September 30. Requirements will be added to the plans/specs. Exceptions can be requested on a case-by-case basis. USFWS will likely require a survey of trees to be removed by exception to ensure no bats are living in the tree. Likelihood of exception being granted increases further from Fox River.

I. Contract FW-1 Section 1 & 2

1. Construction ongoing for Section 1.
 - a) Section 1 Contractor: Bolder Contractors
 - b) Section 2 Contractor: D Construction/Benchmark Construction
2. Pre-construction work (i.e. shop drawing submittals) ongoing for Section 2.
3. Permit applications/reviews
 - a) USACE permitting ongoing





MONTHLY STATUS REPORT

J. Contract FW-1 Section 3

- a) Final design documents for Advertisement in progress.
2. Ongoing coordination with IDOT District 3 on IL Route 71 project overlap.
3. IDOT District 3
 - a) 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. Bids received 8/5/26.
 - a) Airy's, Inc. apparent low bidder.
2. IEPA permit application submitted. Review in progress.
3. Kendall County permit submittal in progress.
4. Permit submittal made to BNSF Railroad on 4/9/25.
 - a) Resubmittal to address comments made on 6/2/25.
 - b) DWC reviewing draft license agreement.

L. Contract MS 22 Meter Stations

1. Bids received 6/9/26.
 - a) Contractor: IHC Construction
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





MONTHLY STATUS REPORT

- d) Soil and Erosion Control Design
- e) Wetland Delineations
- f) Environmental
- 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 July 31, 2026:
 - a) Total: \$21,149,850 (98.5%)

IV. Completed Workshops, Meetings and Visits (July – August)

- A. Schedule Update Meetings with Burns & McDonnell – Various
- B. Oswegoland Park District Coordination Meeting – July 9, 2026
- C. FW-1/25 Section 4 Pre-Bid Meeting – July 17, 2026
- D. FW-1/25 Section 4 Bid Opening – August 5, 2026
- E. Weekly Check-In Meetings – Various

V. Upcoming Tasks & Meetings

- A. Weekly Check-In Meetings – Various
- B. Schedule Coordination with Burns & McDonnell – Various
- C. Oswegoland Park District Coordination Meeting – August 12, 2026
- D. ComEd Coordination Meetings – As Needed
- E. Permit submittals to various review agencies.
- F. FW-1/25 Section 3 Advertisement, Pre-Bid Meeting, Bid Opening



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

	Activity through April 26, 2024	Activity through May 31, 2024	Activity through June 30, 2024	Activity through July 31, 2024	Activity through August 31, 2024	Activity through September 30, 2024	Activity through October 31, 2024	Activity through November 30, 2024	Activity through December 31, 2024	Activity through January 2025	Activity through February 2025	Activity through March 2025	Activity through April 2025	Activity through May 2025	Activity through June 2025	Activity through July 2025	Activity through August 2025	Activity through September 2025	Activity through October 2025	Activity through November 2025	Activity through December 2025	Activity through January 2026	Activity through February 2026	Activity through March 2026	Activity through April 2026	Activity through May 2026	Activity through June 2026	Activity through July 2026	Activity through August 2026	Activity through September 2026	Planned
Description	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	May 2026	June 2026	July 2026	August 2026	September 2026		
Basic Services	\$ 625,960	\$ 876,344	\$ 980,607	\$ 1,011,525	\$ 994,029	\$ 993,016	\$ 999,176	\$ 1,117,315	\$ 1,116,854	\$ 745,163	\$ 499,762	\$ 498,028	\$ 378,063	\$ 258,692	\$ 254,130	\$ 248,300	\$ 248,197	\$ 248,033	\$ 186,383	\$ 63,579	\$ 64,220	\$ 62,559	\$ 255,569	\$ 465,856	\$ 210,835	\$ 255,624	\$ 153,495	\$ 190,000	\$ 40,218		
Additional Services	\$ 545,788	\$ 1,126,706	\$ 586,700	\$ 561,317	\$ 594,996	\$ 64,786	\$ 149,871	\$ 438,311	\$ 350,417	\$ 283,233	\$ 83,116	\$ 205,871	\$ 183,722	\$ 253,965	\$ 236,036	\$ 198,526	\$ 203,231	\$ 204,163	\$ 234,542	\$ 187,774	\$ 140,498	\$ 222,161	\$ 83,534	\$ 72,593	\$ 13,404	\$ 10,150	\$ 23,753	\$ 90,000	\$ 81,235		
MONTHLY SUBTOTAL	\$ 1,171,748	\$ 2,003,050	\$ 1,567,307	\$ 1,572,842	\$ 1,589,025	\$ 1,057,802	\$ 1,149,047	\$ 1,555,626	\$ 1,467,271	\$ 1,028,396	\$ 582,878	\$ 703,899	\$ 561,785	\$ 512,657	\$ 490,166	\$ 446,826	\$ 451,428	\$ 452,196	\$ 420,925	\$ 251,353	\$ 204,717	\$ 284,720	\$ 339,103	\$ 538,448	\$ 224,239	\$ 265,775	\$ 177,247	\$ 280,000	\$ 121,453		
SUBTOTAL	\$6,314,947				\$5,351,501				\$9,805,482																						
IGA ESCROW DEPOSITS	\$7,764,000				\$5,532,000				\$6,660,942																						
ORIGINAL PHASE II CONTRACT																								\$		19,956,942					
PHASE I ROLLOVER FUNDS																								\$		492,687					
CONTRACT AMENDMENT NO. 1																								\$		1,022,300					
TOTAL PHASE II CONTRACT																								\$		21,471,929					

DuPage Water Commission WaterLink Extension Phase II Design Schedule																														
ID	Task Name	Duration	Start	Finish	2025									2026									2027							
					2, 2025 May Jun	Qtr 3, 2025 Jul Aug Sep	Qtr 4, 2025 Oct Nov Dec	Qtr 1, 2026 Jan Feb Mar	Qtr 2, 2026 Apr May Jun	Qtr 3, 2026 Jul Aug Sep	Qtr 4, 2026 Oct Nov Dec	Qtr 1, 2027 Jan Feb Mar	Qtr 2, 2027 Apr May Jun	Qtr 3, 2027 Jul Aug Sep	Qtr 4, 2027 Oct Nov Dec															
1	DWC WATERLINK PHASE II DESIGN	700 days	Mon 6/3/24	Mon 5/4/26																										
29	BIDDING PHASE	531 days	Fri 4/11/25	Wed 9/23/26																										
30	TW-6/25 Section 1 (Book Rd) Advertise-Bid Open	39 days	Fri 4/11/25	Tue 5/20/25	100%																									
31	TW-6/25 Section 2A & 2B Advertise-Bid Open	35 days	Fri 9/26/25	Fri 10/31/25			9/26	100%																						
32	TW-6/25 Section 2C, 3A, 3B Advertise-Bid Open	42 days	Fri 11/7/25	Fri 12/19/25				11/7	100%																					
33	FW-1/25 Section 1 & 2 Advertise-Bid Open	38 days	Mon 12/29/25	Thu 2/5/26					12/29	100%																				
34	TW-6/25 Section 3C Advertise-Bid Open	38 days	Mon 3/30/26	Wed 5/6/26						3/30	100%																			
35	MS 22/25 Advertise-Bid Open	33 days	Sun 5/3/26	Fri 6/5/26							5/3	100%																		
36	FW-1/25 Section 4 Advertise-Bid Open	28 days	Wed 7/8/26	Wed 8/5/26								7/8	100%																	
37	FW-1/25 Section 3 Advertise-Bid Open	37 days	Tue 8/18/26	Wed 9/23/26									8/18	99%																
38	CONSTRUCTION PHASE	909 days	Thu 8/21/25	Wed 2/16/28																										
39	TW-6/25 Section 1 (Book Rd) Construction	470 days	Thu 9/18/25	Thu 12/31/26			9/18																						70%	
40	TW-6/25 Section 2A & 2B Construction	730 days	Thu 11/20/25	Sat 11/20/27				11/20																						36%
41	TW-6/25 Section 2C, 3A, 3B Construction	730 days	Thu 1/15/26	Sat 1/15/28					1/15																					
42	FW-1/25 Section 1 & 2 Construction	600 days	Thu 2/19/26	Tue 10/12/27						2/19																				29%
43	TW-6/25 Section 3C Construction	600 days	Thu 6/18/26	Tue 2/8/28							6/18																			
44	MS 22/25 Construction	600 days	Thu 7/16/26	Tue 3/7/28								7/16																		
45	FW-1/25 Section 4 Construction	420 days	Thu 8/20/26	Thu 10/14/27									8/20																	0%
46	FW-1/25 Section 3 Construction	420 days	Thu 10/15/26	Thu 12/9/27										10/15																0%
47	COMMISSIONING	90 days	Mon 4/3/28	Sun 7/2/28																										
48	Commissioning WaterLink System	90 days	Mon 4/3/28	Sun 7/2/28																										

Page 1

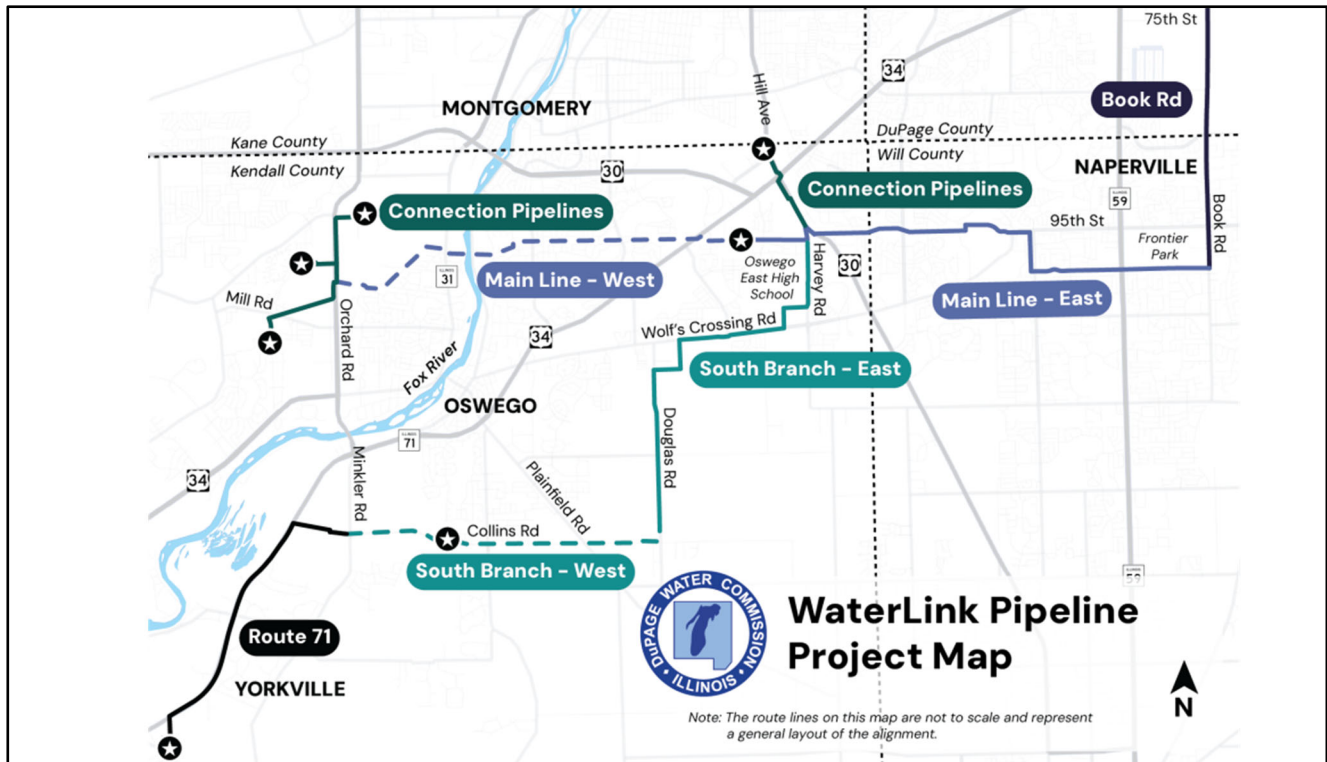
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WaterLink Monthly Progress Report



August 2026

Data through July 31, 2026



Program Overview

Project Section	Monthly Progress Update
Book Road (TW-6/25 Section 1)	Under construction
Main Line – East (TW-6/25 Section 2A) (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 in development
Connection Pipelines (FW-1/25 Section 4)	Advertised
Meter Stations (MS 22/25)	Contract awarded

Project Stats & Milestones

Through July, crews have placed more than 12,300 feet of 54" water main along Book Road (TW-6/25 Section 1). Crews have placed more than 2,150 ft of 54" water main along Main Line – East (TW-6/25 Section 2A, 2B, 2C). Crews have placed more than 2,500 ft of 36" water main along South Branch – East (FW-1/25 Section 1).

Project Section	Monthly Construction Update (Pipe installed in July)	Percent Complete
Book Road	Crews installed approximately 5,800 ft of 54" water main	75%
Main Line – East	Crews installed approximately 1,280 ft of 54" water main	33%
Main Line – West	Tree clearing activity has been completed.	1%
South Branch – East	Crews installed approximately 2,300 ft of 36" water main.	11%
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%



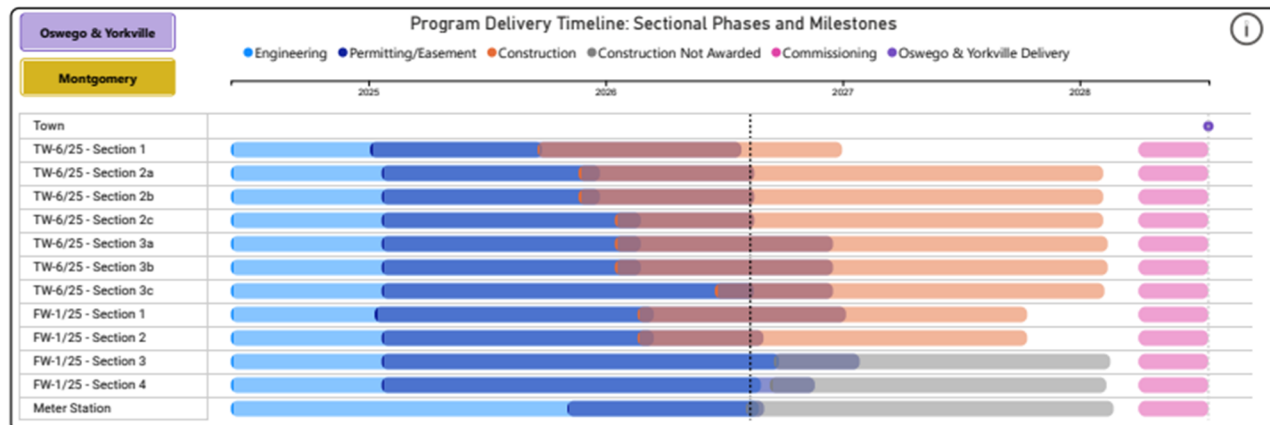
Schedule & Cost Tracking

Through July, ten of the twelve contracts have been awarded for construction. Design and bidding activities are ongoing for the remaining two 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	Complete	In Progress	In Progress	To be determined*
Meter Stations	Complete	In Progress	In Progress	To be determined*

**\$48.12
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.*



WATERLINK
MONTGOMERY • OSWEGO • YORKVILLE



Resolution #: R-60-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 8/13/2026

Description: **Award of a Contract for the Construction of the West Feeder Main to Meter Stations MS 31B, MS 32C & MS 33B (Contract FW-1/25 Section 4)**

Agenda Section: Engineering & Construction

Originating Department: Engineering

WaterLink design efforts continue to progress with the goal of having contracts awarded for each of the eleven pipeline construction packages and the meter station package by the end of Q3 2026.

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

FW-1/25 Section 4 includes the installation of just over two miles of pipeline throughout each of the WaterLink Communities, ranging in diameter from 16" to 24". This work will connect the larger 54" transmission main from TW-6/25 Section 3C to three of the seven WaterLink delivery sites along Orchard Rd. The bid opening was held on August 5th, with five bids received. The bidders and their respective bids can be seen in the table below:

Bidders	Total Bid Price
Airy's, Inc.	\$15,171,368.00
Winner Excavating	\$15,723,037.00
Bolder Contractors	\$15,764,629.00
Swallow Construction	\$18,444,770.10
Acqua Contractors	\$21,472,000.00

Based on the results of the bid opening, the bid from Airy's, Inc. was identified as the lowest responsible bidder for FW-1/25 Section 4 with a submitted bid of \$15,171,368.00. Staff has confirmed that Airy's has sufficient capacity to take on this additional segment and has confirmed with the WaterLink Village Managers that awarding this contract is in the best interest of the overall project.

Resolution R-60-26 would approve a contract with Airy's, Inc. for the construction of the FW-1/25 Section 4 Project in the amount of \$15,171,368.00.

Airy's has previously been awarded the WaterLink contracts for TW-6/25 Sections 2A, 2B and 2C.

Recommended Motion:

To adopt Resolution R-60-26.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-60-26

A RESOLUTION AWARDDING A CONTRACT FOR THE CONSTRUCTION OF
THE FW-1/25 SECTION 4 CONTRACT

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

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

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

WHEREAS, pursuant to Article VIII, Section 5 of the Commission’s By-Laws, the DuPage Water Commission (the “Commission”) invited proposals for the Construction of the FW-1/25 Section 4 Contract; and

WHEREAS, bids for Contract FW-1/25 Section 4 were received on August 5, 2026; and

WHEREAS, the Commission has reviewed the proposals received and determined that the proposal from Airy’s, Inc. was the most favorable to the interests of the Commission; and

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

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

SECTION TWO: The Board of Commissioners of the DuPage Water Commission hereby approves the Contract for the Construction of the FW-1/25 Section 4 Project in the amount of \$15,171,368.00, attached hereto as Exhibit A, conditioned upon the receipt of all contractually required documentation, and authorizes the Chairman to execute the agreement on behalf of the DuPage Water Commission and to take whatever steps necessary to effectuate the terms of said agreement.

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

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

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2026/R-60-26.docx

EXHIBIT A

DuPage Water Commission

Contract for the Construction of

West Feeder Main

To Meter Stations MS 31B, MS 32C & MS 33B

Contract FW-1/25 Section 4



VOLUME I

CONTRACT DOCUMENTS

DuPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
CONTRACT FW-1/25 SECTION 4

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2. Contractor's Certification
3. Schedule of Prices
4. General Conditions of Contract
5. Special Conditions of Contract
6. Contract Drawings
7. Specifications
8. Form of Performance Bond
9. Form of Labor and Material Payment Bond
10. Form of Maintenance/Warranty Bond
11. Addenda No. **1**

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

**FOR THE CONSTRUCTION OF
CONTRACT FW-1/25 SECTION 4**

**CONTRACT AGREEMENT BETWEEN
DuPAGE WATER COMMISSION AND
AIRY'S, INC.
FOR THE CONSTRUCTION OF
CONTRACT FW-1/25 SECTION 4**

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CONTRACT AGREEMENT BETWEEN
DUPAGE WATER COMMISSION AND
AIRY'S, INC.
FOR THE CONSTRUCTION OF
CONTRACT FW-1/25 SECTION 4

THIS CONTRACT AGREEMENT, made as of this **20th** day of **August, 2026**, by and between the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a public corporation, and **Airy's, Inc.**,

WITNESSETH:

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

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete at the Work Site and in the manner described and specified in this Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the design, if any, construction, and installation of the *Contract FW-1/25 Section 4* 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 No. **1**.

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

1.3 Interpretation of Contract Documents

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

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

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

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

b. Engineer. Burns & McDonnell Engineering Company Inc., Lockwood, Andrews and Newnam, Inc. (LAN), Robinson Engineering, Ltd. (REL), or

CONTRACT AGREEMENT

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

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

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

e. Work Site. From west side of Orchard Road in private easements in Village of Oswego, along ComEd right-of-way and west along north property line, west of Mill Road, across BNSF Railway, to terminate at end of Lehman Crossing at United City of Yorkville meter station site. From east side of Orchard Road between BNSF Railway and Tuscan Trail, north along Orchard Road in private easements, east along south side of Galena Road along private easements, across Galena Road terminating at Village of Montgomery meter station property. From east side of Tuscan Trail and Orchard Road intersection, west along Tuscan Trail roadway, north to terminate at Village of Oswego meter station property.

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

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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 420 days following the Commencement Date.

2.3 Time of the Essence

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

ARTICLE III CONTRACTOR'S WARRANTIES AND REPRESENTATIONS

3.1 Warranties and Representations

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

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

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

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

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

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

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

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

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

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

CONTRACT AGREEMENT

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

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

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

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

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

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

3.2 Affirmation of Other Warranties and Representations

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

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ARTICLE IV FINANCIAL ASSURANCES

4.1 Bonds

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

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

4.2 Insurance

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

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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.

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6.3 Assignment

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

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

6.4 Confidential Information

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

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

CONTRACT AGREEMENT

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

6.5 Publicity

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

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

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

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

6.6 No Waivers

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

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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:

Airy's, Inc.
21825 Cherry Hill Road
Joliet, IL 60433
Attention: **Stuart Jelms**
stuart.jelms@airys.com

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

CONTRACT AGREEMENT

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

6.9 Governing Laws; Venue; Attorney's Fees

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

6.10 Changes in Laws

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

6.11 Compliance with Laws and Grants

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

CONTRACT AGREEMENT

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

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

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

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

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

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

CONTRACT AGREEMENT

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

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

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

6.12 Compliance with Patents

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

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

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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:

Airy's, Inc.

By: _____

By: _____
Ryan Hill

Title: _____

Title: ***President***

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

STATE OF ILLINOIS)
)
COUNTY OF _____)

SS

CONTRACTOR'S CERTIFICATION

Ryan Hill, 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 _____, 2026.

Attest/Witness: _____ Airy's, Inc.

By: _____ By: _____
Ryan Hill

Title: _____ Title: **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**

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
CONTRACT FW-1/25 SECTION 4

SCHEDULE OF PRICES

PROPOSAL

DuPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
CONTRACT FW-1/25 SECTION 4

BIDDER'S PROPOSAL

Full Name of Bidder Airy's, Inc. ("Bidder")
Principal Office Address 21825 Cherry Hill Road, Joliet, IL 60433
Local Office Address 21825 Cherry Hill Road, Joliet, IL 60433
Contact Person Stuart Jelm, Secretary Telephone 708.429.0660
TO: DuPage Water Commission ("Owner")
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: Paul D. May, P.E.
General Manager

Bidder acknowledges and agrees that all capitalized terms in this Bidder's Proposal shall have the meaning given to them in the Bidding Documents and the Contract.

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound Bid Package, including Addenda Nos. 1, [if none, write "NONE"], which are securely stapled to the end of this Bidder's Proposal.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract Agreement included in this Bid Package: (1) to provide, perform, and complete at the site or sites described in this Bid Package ("Work Site") and in the manner described and specified in this Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the design, if any, construction, and installation of the *Contract FW-1/25 Section 4*, together with related attachments, equipment and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in

PROPOSAL

connection therewith except as otherwise expressly provided in the Special Conditions of Contract included in this Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in this Bid Package; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in this Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by this Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Article II of the General Conditions of Contract included in this Bid Package, take in full payment for the Work and all other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; compensation to all Subcontractors and Suppliers; and such risks and changes in the Work as Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract Documents:

PROPOSAL

00 42 22 BID FORM

PART 1 - GENERAL

1.01 SUMMARY

A. See Special Instructions to Bidders.

FW-1/25 SECTION 4					
No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
BASE BID TABLE					
1	MOBILIZATION	LS	1	\$849,780 ⁻	\$849,780 ⁻
2	TEMPORARY FIELD OFFICE	MNTH	14	\$10,300 ⁻	\$144,200 ⁻
3	16-INCH BUTTERFLY VALVE IN VAULT	EA	2	\$106,453 ⁻	\$212,906 ⁻
4	20-INCH BUTTERFLY VALVE IN VAULT	EA	2	\$109,949 ⁻	\$219,898 ⁻
5	24-INCH BUTTERFLY VALVE IN VAULT	EA	2	\$125,436 ⁻	\$250,872 ⁻
6	24-INCH REMOTE OPERATED BUTTERFLY VALVE WITH VAULT	EA			
7	30-INCH BUTTERFLY VALVE WITH ACTUATOR MANHOLE	EA			
8	36-INCH BUTTERFLY VALVE WITH ACTUATOR MANHOLE	EA			
9	36-INCH REMOTE OPERATED BUTTERFLY VALVE WITH VAULT	EA			
10	48-INCH BUTTERFLY VALVE WITH ACTUATOR MANHOLE (75 TH STREET – STA 25+00) (OWNER-FURNISHED VALVE)	LS			
11	48-INCH BUTTERFLY VALVE WITH ACTUATOR MANHOLE (75 TH STREET – STA 29+25) (OWNER-FURNISHED VALVE)	LS			

PROPOSAL

FW-1/25 SECTION 4					
No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
12	48-INCH BUTTERFLY VALVE WITH ACTUATOR MANHOLE AND DISINFECTION BYPASS ASSEMBLY (BOOK ROAD) (OWNER-FURNISHED VALVE)	LS			
13	54-INCH BUTTERFLY VALVE WITH ACTUATOR MANHOLE (OWNER-FURNISHED VALVE)	EA			
14	54-INCH REMOTE OPERATED BUTTERFLY VALVE WITH VAULT (OWNER-FURNISHED VALVE)	EA			
15	54-INCH BUTTERFLY VALVE WITH ACTUATOR MANHOLE	EA			
16	54-INCH REMOTE OPERATED BUTTERFLY VALVE WITH VAULT	EA			
17	AIR RELEASE VALVE MANHOLE (24-INCH DIA. AND SMALLER PIPE)	EA	6	\$41,802 ⁻	\$250,812 ⁻
18	AIR RELEASE AND ACCESS MANHOLE (TYPE 1)	EA			
19	AIR RELEASE AND ACCESS MANHOLE (TYPE 2)	EA			
20	BLOW-OFF VALVE WITH MANHOLE (30-INCH DIA. AND SMALLER PIPE)	EA	7	\$134,214 ⁻	\$939,198 ⁻
21	BLOW-OFF VALVE WITH MANHOLE (36-INCH DIA. AND LARGER PIPE)	EA			
22	16-INCH DUCTILE IRON WATER MAIN BY OPEN-CUT	LF	1,151	\$352 ⁻	\$405,152 ⁻
23	16-INCH DUCTILE IRON WATER MAIN BY TRENCHLESS CONSTRUCTION	LF	152	\$2,017 ⁻	\$306,584 ⁻
24	20-INCH DUCTILE IRON WATER MAIN BY OPEN-CUT	LF	900	\$473 ⁻	\$425,700 ⁻
25	20-INCH DUCTILE IRON WATER MAIN BY TRENCHLESS CONSTRUCTION	LF	90	\$2,791 ⁻	\$251,190 ⁻

PROPOSAL

FW-1/25 SECTION 4					
No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
26	24-INCH DUCTILE IRON WATER MAIN BY OPEN-CUT	LF	8,530	\$561-	\$4,853,570-
27	24-INCH DUCTILE IRON WATER MAIN BY TRENCHLESS CONSTRUCTION	LF	495	\$2,801-	\$1,386,495-
28	30-INCH DUCTILE IRON WATER MAIN BY OPEN-CUT	LF			
29	36-INCH DUCTILE IRON WATER MAIN BY OPEN-CUT	LF			
30	36-INCH DUCTILE IRON WATER MAIN BY TRENCHLESS CONSTRUCTION	LF			
31	36-INCH PCCP WATER MAIN BY OPEN-CUT	LF			
32	36-INCH PCCP WATER MAIN BY TRENCHLESS CONSTRUCTION	LF			
33	36-INCH STEEL WATER MAIN BY OPEN-CUT	LF			
34	36-INCH STEEL WATER MAIN BY TRENCHLESS CONSTRUCTION	LF			
35	48-INCH PCCP WATER MAIN BY OPEN-CUT	LF			
36	48-INCH PCCP WATER MAIN BY TRENCHLESS CONSTRUCTION	LF			
37	48-INCH STEEL WATER MAIN BY OPEN-CUT	LF			
38	48-INCH STEEL WATER MAIN BY TRENCHLESS CONSTRUCTION	LF			
39	48-INCH STEEL WATER MAIN BY OPEN-CUT (BOOK ROAD STA 752+60.00 TO 756+64.30)	LF			
40	48-INCH STEEL WATER MAIN BY TRENCHLESS CONSTRUCTION (BOOK ROAD STA 756+64.30 TO 758+52.24)	LF			

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FW-1/25 SECTION 4					
No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
41	54-INCH PCCP WATER MAIN BY OPEN-CUT	LF			
42	54-INCH PCCP WATER MAIN BY TRENCHLESS CONSTRUCTION	LF			
43	54-INCH STEEL WATER MAIN BY OPEN-CUT	LF			
44	54-INCH STEEL WATER MAIN BY TRENCHLESS CONSTRUCTION	LF			
45	60-INCH STEEL WATER MAIN BY OPEN-CUT	LF			
46	60-INCH STEEL WATER MAIN BY TRENCHLESS CONSTRUCTION	LF			
47	75 TH STREET CONNECTION TO EXISTING DWC 48-INCH PCCP (STA 25+00)	LS			
48	75 TH STREET CONNECTION TO EXISTING DWC 48-INCH PCCP (STA 26+22)	LS			
49	75 TH STREET CONNECTION TO EXISTING DWC 48-INCH PCCP (STA 29+25)	LS			
50	30-INCH STUB FOR FUTURE CONNECTION	LS			
51	REMOVE 36-INCH TEST PLUG AND CONNECT TO 36-INCH WATER MAIN (ADJACENT CONTRACT)	EA			
52	REMOVE 54-INCH TEST PLUG AND CONNECT TO 54-INCH WATER MAIN (ADJACENT CONTRACT)	EA			
53	TRENCH BACKFILL (SELECT MATERIAL)	CY	1,900	\$219 ⁻	\$416,100 ⁻
54	TRENCH BACKFILL (NATIVE MATERIAL)	CY	11,900	\$77 ⁻	\$916,300 ⁻
55	CATHODIC PROTECTION SYSTEM	LS	1	\$897,605 ⁻	\$897,605 ⁻
56	EARTH EXCAVATION	CY	140	\$123 ⁻	\$17,220 ⁻

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FW-1/25 SECTION 4					
No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
57	AGGREGATE BASE COURSE, TYPE B 2-INCH	SY			
58	AGGREGATE BASE COURSE, TYPE B 4-INCH	SY			
59	AGGREGATE BASE COURSE, TYPE B 6-INCH	SY	980	\$44 ⁻	\$43,120 ⁻
60	PORTLAND CEMENT CONCRETE BASE COURSE, 8 1/2-INCH	SY			
61	BITUMINOUS MATERIALS (PRIME COAT)	LB			
62	BITUMINOUS MATERIALS (TACK COAT)	LB			
63	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON			
64	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON			
65	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX D, N50	TON			
66	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX D, N70	TON			
67	HOT-MIX ASPHALT PAVEMENT (FULL-DEPTH), 8-INCH	SY	770	\$83 ⁻	\$63,910 ⁻
68	HOT-MIX ASPHALT PAVEMENT (FULL-DEPTH), 12-INCH	SY			
69	PORTLAND CEMENT CONCRETE PAVEMENT, 12-INCH	SY			
70	PROTECTIVE COAT	SY	10	\$1 ⁻	\$10 ⁻
71	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6-INCH	SY			
72	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8-INCH	SY			
73	PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH	SF	90	\$50 ⁻	\$4,500 ⁻

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FW-1/25 SECTION 4					
No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
74	PORTLAND CEMENT CONCRETE SIDEWALK, 6-INCH	SF			
75	DETECTABLE WARNINGS	SF			
76	PAVEMENT REMOVAL	SY	770	\$32-	\$24,640-
77	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2-INCH	SY			
78	HOT-MIX ASPHALT SURFACE REMOVAL, 1 3/4-INCH	SY			
79	DRIVEWAY PAVEMENT REMOVAL	SY	180	\$32-	\$5,760-
80	COMBINATION CURB AND GUTTER REMOVAL	LF	80	\$32-	\$2,560-
81	SIDEWALK REMOVAL	SF	90	\$15-	\$1,350-
82	MEDIAN REMOVAL	SF			
83	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	LF	80	\$80-	\$6,400-
84	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	LF			
85	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	LF			
86	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-4.12	LF			
87	CONCRETE MEDIAN, TYPE SB-6.18	SF			
88	STEEL PLATE BEAM GUARDRAIL, TYPE A, 6-FOOT POSTS	LF			
89	LONG-SPAN GUARDRAIL OVER CULVERT, 12-FOOT 6-INCH SPAN	LF			
90	TRAFFIC BARRIER TERMINAL, TYPE 1B	EA			
91	TRAFFIC BARRIER TERMINAL, TYPE 2	EA			
92	GUARDRAIL REMOVAL	LF			

PROPOSAL

FW-1/25 SECTION 4					
No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
93	PAVEMENT MARKING BLACKOUT TAPE, 6-INCH	LF			
94	CHANGEABLE MESSAGE SIGN	CAL DAY	120	\$50 ⁻	\$6,000 ⁻
95	SHORT TERM PAVEMENT MARKING	LF			
96	SHORT TERM PAVEMENT MARKING REMOVAL	SF			
97	TEMPORARY PAVEMENT MARKING LETTERS AND SYMBOLS – PAINT	SF			
98	TEMPORARY PAVEMENT MARKING – LINE 4-INCH – PAINT	LF			
99	TEMPORARY PAVEMENT MARKING – LINE 6-INCH – PAINT	LF			
100	TEMPORARY PAVEMENT MARKING – LINE 24-INCH – PAINT	LF			
101	TEMPORARY PAVEMENT MARKING – LINE 4-INCH – TYPE IV TAPE	LF			
102	TEMPORARY PAVEMENT MARKING – LINE 6-INCH – TYPE IV TAPE	LF			
103	TEMPORARY CONCRETE BARRIER	LF			
104	IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, NARROW), TEST LEVEL 2	EA			
105	RELOCATE SIGN PANEL ASSEMBLY – TYPE A	EA			
106	THERMOPLASTIC PAVEMENT MARKING – LETTERS AND SYMBOLS	SF	40	\$13 ⁻	\$520 ⁻
107	THERMOPLASTIC PAVEMENT MARKING – LINE 4-INCH	LF	620	\$8 ⁻	\$4,960 ⁻
108	THERMOPLASTIC PAVEMENT MARKING – LINE 6-INCH	LF	130	\$8 ⁻	\$1,040 ⁻

PROPOSAL

FW-1/25 SECTION 4					
No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
109	THERMOPLASTIC PAVEMENT MARKING – LINE 12-INCH	LF	20	\$12 ⁻	\$240 ⁻
110	THERMOPLASTIC PAVEMENT MARKING – LINE 24-INCH	LF	30	\$15 ⁻	\$450 ⁻
111	PAVEMENT MARKING REMOVAL – GRINDING	SF			
112	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2-INCH DIA.	LF			
113	HANDHOLE	EA			
114	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	EA			
115	ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 14, ONE PAIR	LF			
116	DRILL EXISTING HANDHOLE	EA			
117	DETECTOR LOOP, TYPE I	LF			
118	DETECTOR LOOP REPLACEMENT	LF			
119	TEMPORARY TRAFFIC SIGNAL INSTALLATION	EA			
120	MODIFY EXISTING CONTROLLER	EA			
121	REBUILD EXISTING HANDHOLE	EA			
122	REMOVE EXISTING HANDHOLE	EA			
123	CLASS D PATCHES, 12-INCH	SY			
124	BIKE PATH REMOVAL	SY			
125	MAILBOX REMOVE AND REPLACE	EA			
126	FENCE REMOVAL AND REINSTALLATION	LF	10	\$550 ⁻	\$5,500 ⁻
127	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EA	1	\$6,262 ⁻	\$6,262 ⁻

PROPOSAL

FW-1/25 SECTION 4					
No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
128	TEMPORARY ACCESS (COMMERCIAL ENTRANCE)	EA			
129	TEMPORARY ACCESS (ROAD)	EA	2	\$6,262 ⁻	\$12,524 ⁻
130	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LS	1	\$68,482 ⁻	\$68,482 ⁻
131	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4-INCH	SY	180	\$50 ⁻	\$9,000 ⁻
132	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 10-INCH	SY			
133	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EA			
134	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED	EA			
135	TEMPORARY INFORMATION SIGNING	SF			
136	TEMPORARY PAVEMENT	SY			
137	TEMPORARY TRAFFIC SIGNAL TIMING	EA	2	\$3,500 ⁻	\$7,000 ⁻
138	HOT-MIX ASPHALT SURFACE REMOVAL – BUTT JOINT	SY			
139	TELESCOPING STEEL SIGN SUPPORT	LF			
140	METAL POST – TYPE A	LF			
141	EROSION CONTROL SEEDING, LAWN MIXTURE (CLASS 1)	LB			
142	EROSION CONTROL SEEDING, ROADSIDE MIXTURE (CLASS 2)	LB			
143	EROSION CONTROL SEEDING – PASTURE MIXTURE	LB			
144	EROSION CONTROL SEEDING – SPORTS TURF MIXTURE	LB			
145	HIGH VISIBILITY SAFETY FENCE	LF	710	\$8 ⁻	\$5,680 ⁻
146	TREE AND SHRUBBERY PROTECTION	EA			

PROPOSAL

FW-1/25 SECTION 4					
No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
147	TREE REMOVAL (6- TO 15-UNIT DIAMETER)	UNIT			
148	TREE REMOVAL (OVER 15-UNIT DIAMETER)	UNIT	20	\$300 ⁻	\$6,000 ⁻
149	TREE REMOVAL (AREA)	AC			
150	DUAL FENCE BARRIER (HIGH-VISIBILITY GEOTEXTILE OUTER FENCE)	LF			
151	SILT FENCE	LF	8,100	\$8 ⁻	\$64,800 ⁻
152	INLET PROTECTION, CURB	EA	3	\$300 ⁻	\$900 ⁻
153	INLET PROTECTION, AREA	EA	5	\$300 ⁻	\$1,500 ⁻
154	ROLLED EROSION CONTROL PRODUCTS	LF			
155	UTILITY RELOCATION/IMPROVEMENT	EA			
156	REMOVE AND REPLACE COMMUNICATIONS LINE	LF			
157	LIGHT POLE RELOCATION	EA			
158	WATER MAIN RELOCATION	LS			
159	REMOVE AND REPLACE 2-INCH GAS MAIN	LF			
160	REMOVE AND REPLACE 4-INCH GAS MAIN	LF			
161	REMOVE AND REPLACE 6-INCH GAS MAIN	LF			
162	REMOVE AND REPLACE 6-INCH SANITARY SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
163	REMOVE AND REPLACE 8-INCH SANITARY SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			

PROPOSAL

FW-1/25 SECTION 4					
No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
164	REMOVE AND REPLACE 12-INCH SANITARY SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
165	REMOVE AND REPLACE 15-INCH SANITARY SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
166	REMOVE AND REPLACE 16-INCH SANITARY SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
167	REMOVE AND REPLACE 18-INCH SANITARY SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
168	REMOVE AND REPLACE 24-INCH SANITARY SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
169	REMOVE AND REPLACE 12-INCH FES	EA			
170	REMOVE AND REPLACE 15-INCH FES	EA			
171	REMOVE AND REPLACE 18-INCH FES	EA			
172	REMOVE AND REPLACE 24-INCH FES	EA			
173	REPLACE 4-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
174	REPLACE 6-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
175	REPLACE 8-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
176	REPLACE 10-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
177	REPLACE 12-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF	88	\$581 ⁻	\$51,128 ⁻
178	REPLACE 15-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
179	REPLACE 16-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			

PROPOSAL

FW-1/25 SECTION 4					
No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
180	REPLACE 18-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
181	REPLACE 20-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
182	REPLACE 24-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
183	REPLACE 30-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
184	REPLACE 36-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
185	REPLACE 42-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
186	REMOVE AND REPLACE HEADWALL OF 36-INCH RCP CULVERT	LS			
187	REMOVE AND REPLACE 12-INCH STORM CULVERT WITH 12-INCH CMP CULVERT	LF			
188	REMOVE AND REPLACE 15-INCH STORM CULVERT WITH 15-INCH CMP CULVERT	LF			
189	REMOVE AND REPLACE 24-INCH STORM CULVERT WITH 24-INCH CMP CULVERT	LF			
190	REMOVE AND REPLACE 30-INCH STORM CULVERT WITH 30-INCH CMP CULVERT	LF			
191	REMOVE AND REPLACE 48-INCH BY 48-INCH REINFORCED CONCRETE BOX CULVERT	LF			
192	REMOVE AND REPLACE HEADWALL OF 65-INCH BY 65-INCH BOX CULVERT	LS			
193	REMOVE AND REPLACE CATCH BASIN	EA			
194	REMOVE AND REPLACE STORM MANHOLE	EA			

PROPOSAL

FW-1/25 SECTION 4					
No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
195	REMOVE AND REPLACE INLET	EA			
196	CONNECTION TO EXISTING SEWER STRUCTURE	EA	6	\$12,245 ⁻	\$73,470 ⁻
197	REMOVE AND REPLACE DUAL STORM CULVERTS 36-INCH AND HEADWALLS	LS			
198	CROSSING EXISTING 58-INCH BY 91-INCH ELLIPTICAL CONCRETE PIPE (BOOK ROAD)	LS			
199	STEEL SHEET PILING COFFERDAM	LF			
200	STRUCTURAL LINER FOR WATER MAIN	LF			
201	STRUCTURAL LINER FOR SEWERS	LF			
202	MS 31A METERING STATION (MONTGOMERY 1)	LS			
203	MS 31B METERING STATION (MONTGOMERY 2)	LS			
204	MS 32A METERING STATION (OSWEGO 1)	LS			
205	MS 32B METERING STATION (OSWEGO 2)	LS			
206	MS 32C METERING STATION (OSWEGO 3)	LS			
207	MS 33A METERING STATION (YORKVILLE 1)	LS			
208	MS 33B METERING STATION (YORKVILLE 2)	LS			
209	CHEMICAL FEED BUILDING	LS			
210	VERTICAL DROP STRUCTURES (STA 619+71 AND STA 623+24)	LS			
211	VERTICAL DROP STRUCTURES (STA 677+21 AND STA 679+55)	LS			

PROPOSAL

FW-1/25 SECTION 4					
No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
212	VERTICAL DROP STRUCTURES (STA 700+39 AND STA 708+30)	LS			
213	VERTICAL DROP STRUCTURES (STA 724+89 AND STA 726+79)	LS			
214	EROSION CONTROL SEEDING – TEMPORARY TURF COVER CROP (CLASS 7)	LB			
215	EROSION CONTROL SEEDING – PRAIRIE RESTORATION	LB			
216	INSTALL NEW MANHOLE	EA			
217	LAWN MIXTURE (CLASS 1) SEEDING, MULCH, AND TOPSOIL FURNISH AND PLACE, 4-INCH DEPTH	SY			
218	ROADSIDE MIXTURE (CLASS 2) SEEDING, MULCH, AND TOPSOIL FURNISH AND PLACE, 4-INCH DEPTH	SY	7,100	\$8-	\$56,800-
219	PASTURE MIXTURE SEEDING, MULCH, AND TOPSOIL FURNISH AND PLACE, 4-INCH DEPTH	SY			
220	SPORTS TURF MIXTURE SEEDING, MULCH, AND TOPSOIL FURNISH AND PLACE, 4-INCH DEPTH	SY			
221	TEMPORARY TURF COVER CROP (CLASS 7) SEEDING, MULCH, AND TOPSOIL FURNISH AND PLACE, 4-INCH DEPTH	SY	32,200	\$8-	\$257,600-
222	PRAIRIE RESTORATION SEEDING, MULCH, AND TOPSOIL FURNISH AND PLACE, 4-INCH DEPTH	SY	25,600	\$8-	\$204,800-
223	REMOVE AND REPLACE 36-INCH SANITARY SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
224	REMOVE AND REINSTALL DELINEATORS	EA			
225	WOOD SIGN SUPPORT	LF			

PROPOSAL

FW-1/25 SECTION 4					
No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
226	CONCRETE MEDIAN SURFACE, 4-INCH	SF			
227	PAINT PAVEMENT MARKING – LETTERS AND SYMBOLS	SF			
228	PAINT PAVEMENT MARKING – LINE 4-INCH	LF			
229	PAINT PAVEMENT MARKING – LINE 6-INCH	LF			
230	PAINT PAVEMENT MARKING – LINE 24-INCH	LF			
231	36-INCH WATER MAIN BY OPEN-CUT (MATCH MATERIAL)	LF			
232	REMOVE 20-INCH TEST PLUG AND CONNECT TO 20-INCH WATER MAIN (ADJACENT CONTRACT)	EA			
233	54-INCH BUTTERFLY VALVE WITH REMOTE OPERATED VALVE VAULT	EA			
234	EROSION CONTROL BLANKET, FURNISH AND PLACE	SY	5	\$25,141 ⁻	\$125,705 ⁻
235	REMOVE 24-INCH AND SMALLER TEST PLUG AND CONNECT TO WATER MAIN (ADJACENT CONTRACT)	EA			
236	36-INCH WATER MAIN IN STEEL CASING BY OPEN-CUT	LF			
237	REPLACE 21-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
238	REMOVE AND REPLACE 18-INCH STORM CULVERT WITH 18-INCH CMP CULVERT	LF	20	\$295 ⁻	\$5,900 ⁻
239	AGGREGATE SURFACE COURSE, TYPE B 8-INCH	SY			
240	WATER MAIN ADJUSTMENT, 12-INCH	LF			
241	54-INCH STUB FOR FUTURE CONNECTION	LS			

PROPOSAL

FW-1/25 SECTION 4					
No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
242	48-INCH STUB FOR FUTURE CONNECTION	LS			
243	24-INCH STUB FOR FUTURE CONNECTION	LS			
244	REPLACE 27-INCH STORM SEWER (WITH AWWA C900 DR 25 PVC PIPE)	LF			
245	REMOVE AND REPLACE SANITARY MANHOLE	EA			
246	48-INCH BUTTERFLY VALVE WITH ACTUATOR MANHOLE (ORCHARD ROAD – STA 0+00) (OWNER-FURNISHED VALVE)	LS			
247	8-INCH WATER MAIN RELOCATION (CIRCLE DRIVE WEST – STA 116+50)	LS			
248	RELOCATE SIGN, SPECIAL	EA			
249	8-INCH WATER MAIN RELOCATION (GUILFORD ROAD – STA 121+30)	LS			
250	DISPOSE NON-SPECIAL WASTE	EA	675	\$1,075 ⁻	\$698,625 ⁻
IND1	EXPLORATORY EXCAVATION	CF	1,000	\$115 ⁻	\$115,000 ⁻
IND2	EXPLORATORY EXCAVATION, VACUUM	EA	5	\$1,500 ⁻	\$7,500 ⁻
IND3	ADJUST WATER SERVICE LINE	LF	150	\$265 ⁻	\$39,750 ⁻
IND4	ADJUST SEWER SERVICE LINE	LF	150	\$265 ⁻	\$39,750 ⁻
IND5	REMOVE AND REPLACE DRAIN TILE	LF	150	\$289 ⁻	\$43,350 ⁻
IND6	ELECTRICAL SERVICE FEEDER	LF			
ALL1	ALLOWANCE: CITY OF NAPERVILLE DPU-E ELECTRIC SERVICES	LS			
ALL2	ALLOWANCE: DISPOSE NON-SPECIAL WASTE	LS			
ALL3	ALLOWANCE: IMPORTED TRENCH BACKFILL	LS	1	\$150,000	\$150,000

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FW-1/25 SECTION 4					
No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
ALL4	ALLOWANCE: PERMIT FEES	LS	1	\$20,000	\$20,000
ALL5	ALLOWANCE: DIRECT RAILROAD EXPENSES	LS	1	\$150,000	\$150,000
ALL6	ALLOWANCE: TRI-STATE FIBER OPTIC CROSSINGS	LS			
ALL7	ALLOWANCE: UTILITY POLE BRACING	LS	1	\$35,000	\$35,000
BB1	BASE BID SUBTOTAL (SUM OF BID PRICE FOR ITEMS 1-250 + IND 1-6 + ALL1-7)		\$15,171,368 -		

Ductile Iron Manufacturer: US Pipe

TOTAL BID PRICE TABLE
FW1S4: TOTAL BID PRICE (BB1)
TOTAL BID PRICE (\$ Figures)
\$15,171,368 -
TOTAL BID PRICE (Words)
Fifteen Million One Hundred Seventy-One Thous and Three hundred Sixty-Eight & 00/100

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
CONTRACT FW-1/25 SECTION 4

GENERAL CONDITIONS OF CONTRACT

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DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
CONTRACT FW-1/25 SECTION 4

GENERAL CONDITIONS OF CONTRACT

ARTICLE I
PERFORMANCE OF THE WORK

1.1 Performance Standards and Obligations

A. Quality of Work.

1. General Standard. All Work shall be provided, performed, and completed 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. All equipment, materials, and supplies incorporated into the Work shall be new and undamaged and shall be the best of their respective kinds for their intended use.

2. Referenced Standards. References to standards, specifications, manuals, or codes of any technical society, organization, or association, or to codes of local, state or federal authorities, shall mean the latest standard, specification, manual or code adopted and published at the date of the Bidder's Proposal, unless specifically stated otherwise. However, no provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner, Engineer, or Contractor from those set forth in this Contract.

3. Proprietary Standards and Equivalency. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided sufficient information is submitted to allow Engineer to determine that the products proposed are equivalent in substance and function to those named. The equivalency of any product proposed shall be determined by Engineer, in its sole and absolute discretion, and no such product shall be purchased, fabricated or installed until equivalency shall have been determined, in writing, by Engineer. Engineer's written decision with respect to equivalency shall be final.

B. Timeliness of Work.

1. Time is of the Essence. The time of beginning, rate of progress, and time of completion of the Work is of the essence of this Contract.

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Contractor shall be solely responsible for completing the Work in a timely fashion. Contractor shall promptly, continuously, diligently, vigorously, and systematically provide and perform the Work, and all component parts of the Work, within such time or times as may be set forth in this Contract or in the Approved Schedule and to the ends that, and at a rate, with due allowances and contingencies for difficulties or obstructions that may arise out of, or be encountered as a result of, adverse weather conditions, equipment breakdowns, subsurface, underground or other concealed conditions or obstructions, buried structures, utility locations or conditions, adverse soil conditions, and changed site conditions due to work by other contractors, that assures that, all Work, and all component parts of the Work, will be completed and ready for inspection and testing when required pursuant to this Contract and that all Work will be completed in full compliance with, and as required by or pursuant to, this Contract within the Contract Time. Contractor shall cooperate with Owner and Engineer to assure maximum coordination and efficiency in the progress of the Work.

2. Approved Schedule. Unless otherwise provided in the Special Conditions of Contract or the Specifications, Contractor shall submit to Engineer, within 30 Days after the execution of this Contract, a detailed schedule of the Work showing the time of beginning and completion for at least every major component of the Work. Such schedule shall be presented in graphical form using the bar graph method or a time-sequence method, but not a critical path method. Such schedule shall logically and realistically relate the performance of each component of the Work to each other component of the Work and to the whole of the Work so as to demonstrate that sufficient time has been allowed for the completion of each component without interference or delay from or to any other component and with due allowances and contingencies for difficulties or obstructions that may arise out of, or be encountered as a result of, adverse weather conditions, equipment breakdowns, subsurface, underground or other concealed conditions or obstructions, buried structures, utility locations or conditions, adverse soil conditions, and changed site conditions due to work by other contractors. The schedule shall demonstrate Contractor's ability to comply with the requirements of Paragraph 1.1B1 above. Engineer shall return a copy of the schedule to Contractor with such exceptions noted as Engineer may deem appropriate and Contractor shall submit a revised schedule to Engineer within two business days. If acceptable, Engineer shall return a copy of the schedule to Contractor with no exceptions noted or an equivalent notation ("Approved Schedule"). Engineer may require the Approved Schedule to be revised or updated as frequently as Engineer may deem necessary prior to Final Acceptance of the Work.

3. No Liability. Review and stamping of any Approved Schedule by Engineer shall not constitute approval or acceptance of the schedule or an extension or waiver of the Contract Time and no review by Engineer, no noting of an exception by Engineer, and no failure to note an exception by Engineer shall relieve Contractor of the entire responsibility for the performance of the Work in full compliance with the requirements of this Contract within the Contract Time. Engineer's review and stamping, with or without exceptions noted, of any Approved Schedule shall not be regarded as an any assumption of risk or liability by Owner or Engineer. Contractor shall have no claim

GENERAL CONDITIONS

under this Contract on account of any error, omission, or defect in, or revealed by, any Approved Schedule so reviewed and stamped or any failure, partial failure, or inefficiency of any Approved Schedule so reviewed and stamped. Engineer's stamping of any Approved Schedule with no exception noted or an equivalent notation shall be considered to mean merely that Engineer has no objection to Contractor proceeding, upon its own full responsibility and liability, with the schedule or schedules proposed.

4. Acceleration. If, at any time, the Work, or any component part of the Work, is behind the Approved Schedule, Contractor shall initiate immediate and definite procedures for accelerating the Work as required to bring the Work, and all component parts of the Work, into compliance with the Approved Schedule. Owner shall not be subject to any claims, demands, or liability for Contractor's acceleration damages or costs incurred to keep the Work in compliance with the Approved Schedule, 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; increase in costs for Bond or insurance premiums; lower labor productivity; lost profits or alternative income; effects on other contracts; and costs of demobilization and remobilization. Failure of Owner or Engineer to inform Contractor that Contractor is behind the Approved Schedule or to direct and enforce procedures to ensure compliance with the Approved Schedule shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with the requirements of this Contract within the Contract Time.

5. Owner's Right to Perform Work. Any failure of Contractor to comply with this Subsection 1.1B shall entitle Owner to perform or have performed all Work necessary for compliance with this Subsection and to withhold or recover from Contractor the cost of such Work.

C. Completeness of Work. Except for such items as are expressly and specifically required by this Contract to be furnished by Owner, Contractor shall provide at the Work Site, and at no charge to Owner other than the Contract Price, all personnel, equipment, materials, supplies, and other things required to provide, perform and complete the Work described, shown, or reasonably implied, or inferred from prevailing custom or trade usage as being required to produce the results intended, in this Contract. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in this Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of this Contract, Contractor shall understand such personnel, equipment, materials, or supplies to be implied and shall provide such personnel, equipment, materials, or supplies as fully as if it were particularly described. Without limiting the foregoing, Contractor, at its sole cost and expense, shall: (1) arrange for a supply of water, heat, light, power, telecommunications, and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters; (2) provide and maintain sanitary conveniences of sufficient number to accommodate all workers and all personnel of Owner and Engineer engaged in or about

GENERAL CONDITIONS

the Work; and (3) provide and maintain a clean, weather-tight office, temporary in character, at a central location at the Work Site, with telephone facilities and service, for use as a field office by Contractor, for storage of Contract Drawings and Specifications, for storage of permits and Required Submittals reviewed with no exception noted, and for shelter of workers.

D. Conformity of Work. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract, notwithstanding the fact that Contractor may have based its Bidder's Proposal on workmanship, equipment, materials, or supplies that do not so conform. When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in the Contract Drawings or Specifications, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Engineer.

1.2 Engineer's Authority

Engineer has been employed as an independent contractor to represent Owner during the term of this Contract and to observe the Work in progress on behalf of Owner. To prevent delays and disputes and to discourage litigation, it is agreed by Owner and Contractor that Engineer shall, in all cases, determine the amount, quality, acceptability, and fitness of the several kinds of Work that are to be paid for under this Contract; determine all disputes in relation to the true construction, meaning, and intent of the Contract Drawings and Specifications; and determine all disputes in relation to the execution of the Work, the classifications and measurements of quantities and materials, the suitability of equipment, materials, and supplies, and the fulfillment of this Contract. In interpreting this Contract, Engineer shall be subject to Section 1.3 of the Contract Agreement.

Engineer shall have the power to reject or condemn all Work that is defective, flawed, unsuitable, or nonconforming to the terms of this Contract.

Engineer's determination in all matters shall be a condition precedent to an appeal by Contractor to Owner, to the right of Contractor to receive, demand, or claim any money or other compensation under this Contract, and to any liability on the part of Owner to Contractor on account of this Contract.

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Engineer all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Engineer all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Engineer, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided

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under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, the kind, size, arrangement and operations of component materials and devices; the external connections, anchorages, and supports required; performance characteristics; test data; concrete reinforcement; structural details; dimensions needed for installation and correlation with other equipment, materials, and supplies; principal dimensions, weight, structural and operating features; space required; clearances; utility connections; wiring and control diagrams; type and/or brand of finish or shop coat; adequate operation and maintenance information for all equipment requiring maintenance or other attention; and all similar matters, for all components of the Work. When it is customary to do so, when the dimensions are of particular importance, or for equipment and materials, the Required Submittals shall be certified by the Supplier as correct for, and in full compliance with, this Contract and meeting intended functions.

B. Number and Format. Except as otherwise provided in the Specifications: Contractor shall provide its Required Submittal with suitable identification; all Required Submittals shall be submitted electronically in PDF format; and all drawings shall be clearly marked in the lower right-hand corner with the names of Owner, Engineer, and Contractor.

C. Verification by Contractor. Contractor shall be responsible for obtaining Required Submittals complying with the foregoing from its Subcontractors and Suppliers and returning reviewed documents to them. Contractor shall check and approve all Required Submittals before submitting them to Engineer for review. Contractor shall check and verify, or resubmit for correction, all Required Submittals prepared by a Subcontractor or Supplier, before submitting them to Engineer. Verification and submission of Required Submittals by Contractor shall be deemed to mean that Contractor has, in fact, reviewed and coordinated the information in the Required Submittals with the requirements of the Work and this Contract. Any Required Submittals submitted to Engineer which have not been checked, reviewed, and stamped "Verified by Contractor" (or its equivalent), will be returned unprocessed.

D. Time of Submission. All Required Submittals shall be provided to Engineer no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Engineer's sole opinion, to permit Engineer to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe.

E. Engineer's Review. Engineer shall review all Required Submittals as soon as reasonably possible after their submission and shall have the right to require resubmittal of, and such corrections in and additions to, any or all Required Submittals as may be necessary to make the Required Submittals conform to this Contract.

F. Responsibility for Delay and Costs of Additional Review. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract. In the event more than one re-submittal of any

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Required Submittal is necessary to make such Required Submittal conform to this Contract, Contractor shall be charged the total cost incurred by Engineer for all subsequent reviews of Required Submittals. If the amount due Contractor is not sufficient to cover such costs, Contractor shall reimburse Owner for such costs upon demand.

G. Condition Precedent to Performance of Work. No Work with respect to which any Required Submittal is required or has been requested, and no Work dependent on any such Work, shall be provided or performed unless and until the Required Submittal for such Work has been reviewed and stamped by Engineer with no exception noted or an equivalent notation. No equipment, materials, or supplies shall be purchased, fabricated, or installed until all Required Submittals pertaining thereto have been reviewed and stamped by Engineer with no exception noted or an equivalent notation. Where samples are required, the samples reviewed and stamped by Engineer with no exception noted or its equivalent notation shall be kept at the Work Site for comparison with, and to establish the standards of acceptance for, equipment, materials or supplies proposed for incorporation into the Work.

H. Incorporation After Review With No Exception Noted. Every Required Submittal that is reviewed and stamped by Engineer with no exception noted or an equivalent notation shall immediately thereupon become a part of the Contract Documents, and the Work shown or described thereby shall be performed in conformity therewith unless otherwise required by Engineer.

I. No Liability. Review and stamping of any Required Submittal by Engineer shall be for the sole purpose of examining the general arrangement, design, and details of the proposed Work, and no review by Engineer, no noting of an exception by Engineer, and no failure to note an exception by Engineer shall relieve Contractor of the entire responsibility for the performance of the Work in full compliance with the requirements of this Contract. Engineer's review and stamping, with or without exceptions noted, of any Required Submittal shall not constitute an approval of any part of the Work shown in such Required Submittal and shall not be regarded as any assumption of risk or liability by Owner or Engineer. Contractor shall have no claim under this Contract on account of any error, omission or defect in, or revealed by, any Required Submittal so reviewed and stamped. Engineer's stamping of any Required Submittal with no exception noted or an equivalent notation shall be considered to mean merely that Engineer has no objection to Contractor proceeding, upon its own full responsibility and liability, with the Work as shown on such Required Submittal.

1.4 Administration of the Work

A. Contractor's Duty to Administer the Work. Contractor shall have full and sole responsibility for administration of the Work. Contractor's field organization shall include fully qualified and adequate management, supervisory and technical personnel to insure competent and expeditious handling of all matters related to the Work. Contractor shall have full and sole responsibility for keeping all personnel, equipment, materials, supplies, and other things required to provide, perform, and complete the Work within the

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designated construction area limits of the Work Site and out of areas not designated for Contractor's use. On all other lands, Contractor shall have no rights unless it obtains them from the proper parties.

Owner shall have the authority to order Contractor to remove from the Work Site any of Contractor's employees or any Subcontractors' employees who fail to discharge responsibilities, refuse to obey instructions, or who are incompetent, abusive, threatening, or disorderly in their conduct. Any such Person so removed shall not be employed again on the Work. No adjustment in the Contract Price or Contract Time shall be made as a result of such removal.

All Subcontractors and Suppliers shall be directly responsible to Contractor and shall be subject to Contractor's supervision and control. Contractor shall have the duty to coordinate all Subcontractors and Suppliers so as to avoid hindrance or interference among them and to ensure that the Work will be completed in full compliance with, and as required by or pursuant to, this Contract and within the Contract Time.

Contractor shall attend, and shall cause any Subcontractor or Suppliers whose attendance is requested to attend, any pre-construction meetings or construction progress meetings as may be necessary for the orderly performance of the Work, as determined by Owner or Engineer.

B. Contractor's Superintendent. Contractor shall appoint and employ throughout the performance of the Work a competent superintendent who shall be approved by Owner in writing and who shall have complete charge of the Work on behalf of Contractor. Contractor's superintendent shall be at the Work Site at all times during performance of the Work. Contractor shall, before beginning the Work, and at all times during the performance of the Work, keep Owner advised in writing of such superintendent's name and address, and of telephone numbers where such superintendent may be reached at all times. Such superintendent shall not be changed without the consent of Owner unless the individual serving in that capacity leaves Contractor's employ or becomes unable to serve due to circumstances beyond the control of Contractor, which shall in no event be construed to include the necessity of employing such Person on any other contract or work. Any substitute superintendent proposed by Contractor shall be approved by Owner in writing. In any case where Owner determines the performance of Contractor's superintendent is unsatisfactory or unacceptable to Owner, Owner shall have the right to require Contractor to remove such superintendent and to replace such superintendent with a new superintendent satisfactory to Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor shall be fully responsible for conditions found at, and in the vicinity of, the Work Site. Contractor shall have no claim for damages, for compensation in excess of the Contract Price except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of these General Conditions of Contract, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity

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of, the Work Site. When 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 is or has been shown or indicated on the Contract Drawings, is or has been provided by Owner or Engineer, or is or has been otherwise made available to Contractor by Owner or Engineer, such information is or has been shown, indicated, provided, or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that contractors working on other projects may not change the conditions indicated at, and in the vicinity of, the Work Site, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching or 200 lineal feet in advance of such excavation or trenching, whichever is earlier. Contractor shall, prior to any excavation, notify the proper underground utility locating notification service for the area of excavation (e.g., Joint Utility Locating Information for Excavators (J.U.L.I.E.), (1-800-892-0123), DIGGER, 811), and, with respect to owners or operators of underground utility facilities who are not members of an underground utility locating notification service, shall directly notify such non-member owners or operators and shall otherwise fully comply with the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq. Contractor shall check all dimensions, elevations, and quantities shown on the Contract Drawings and Specifications within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with the Contract Drawings and Specifications and shall establish and maintain such locations, lines and levels, except that wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and locations of such pre-existing work. Contractor shall notify Engineer of any discrepancy between the dimensions, elevations and quantities shown on the Contract Drawings and Specifications and the conditions of the Work Site or any other discrepancies which Contractor may discover during such inspections. Contractor shall make any necessary adjustments in the alignment or grade of the Work, subject to Engineer's approval, to pass around, over, or under any obstruction discovered without any equitable adjustment in the Contract Time or, except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of these General Conditions of Contract, the Contract Price.

Contractor shall maintain, during the progress of the Work, up-to-date copies of all Contract Drawings and Specifications and a continuous record of all field deviations from the Contract Drawings. Before Final Acceptance of the Work, Contractor shall submit to Owner two printed sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all necessary additions and corrections to the Contract Drawings to show record conditions for verification of Engineer's drawings

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of record. Upon acceptance of Contractor's printed Drawings of Record, Contractor shall also submit to Owner electronic Drawings of Record in electronic CADD files and/or other electronic file format acceptable to Owner operating on an IBM compatible microcomputer under a Windows operating system. Each such drawing and electronic drawing file shall be plainly marked "Drawing of Record" near the title block and shall be certified as to correctness by Contractor.

1.6 Safety of the Work Site

A. Contractor's Responsibility. Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all Persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable Laws, regulations, and guidelines, including without limitation OSHA, and to prevent injury to Persons and damage to property. Contractor shall employ or hire a competent safety representative or Subcontractor, who is capable of identifying predictable and existing conditions that are unsanitary, hazardous, or dangerous to Persons or property, to devise, supervise and ensure compliance with all safety precautions and programs as shall be necessary to comply with all applicable Laws, regulations, and guidelines, including without limitation OSHA, and to prevent injury to Persons and damage to property. Contractor shall advise Owner, in writing, of such safety representative's name, address, and telephone number or numbers where such safety representative may be reached at all times, 24 hours per Day, and such safety representative shall have full and complete authority to promptly correct or eliminate any such unsanitary, hazardous, or dangerous conditions. Neither Owner nor Engineer shall be responsible for conditions at the Work Site, nor for the safety of Persons or property, during the performance of the Work.

Contractor is advised that potentially hazardous conditions described in the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations, could be encountered during the performance of the Work, including without limitation energized electrical facilities and overhead wires; cranes, derricks, and other hoisting machinery with operational and use limitations, special hazard warnings and instructions, and revolving superstructures requiring proper barricading; underground utility facilities requiring protection, support, or removal to safeguard employees; excavations requiring, among other things, safe means of egress and protection from cave-ins, fall-ins, hazardous atmospheres, hazardous substances, and other hazardous conditions; and confined or enclosed spaces that are subject to the accumulation of hazardous substances or toxic or flammable contaminants or that have oxygen deficient or other hazardous atmospheres, requiring, among other things, independent fall protection, respiratory equipment, ventilation, two-way communication with the outside, and safe means of egress. Contractor should take special notice of the potentially hazardous conditions identified in this paragraph and take all necessary precautions to guard against such potential hazards, including without

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

Contractor is being notified of these potentially hazardous conditions so that Contractor may independently assess the potentially hazardous conditions and take the necessary precautions to ensure a safe workplace pursuant to this Contract and Contractor's legal obligations. Owner's notification of these potentially hazardous conditions should not be construed to be, nor interpreted as, an exclusive listing of the potentially hazardous conditions that could be encountered during the performance of the Work but, rather, such notice shall be construed to be, and interpreted as, exemplary only. Owner's notification of these potentially hazardous conditions should not be construed or interpreted as waiving Contractor's sole and complete responsibility for conditions at the Work Site or for providing and maintaining safe conditions at the Work Site, including the safety of all Persons and property during performance of the Work. This notification of potentially hazardous conditions is provided solely to assist Contractor in the performance of these duties, in the interest of maximum safety.

B. Confined Spaces. Even though the Contractor is required to independently assess the potentially hazardous conditions at the Work site or sites and take the necessary precautions to ensure a safe workplace pursuant to the Contract and the Contractor's legal obligations, when the Contractor is advised that the Owner has designated a particular Work site or sites as a permit-required confined space because the space has limited means of egress and other hazardous conditions exist such as electricity and the space may be subject to the accumulation of toxic gasses, flammable gasses, combustible materials, or engulfing substances, or be subject to oxygen deficient or oxygen enriched atmospheres, requiring (i) equipment, including without limitation continual atmospheric testing equipment and supplied air respiratory equipment, (ii) mechanical ventilation, (iii) two-way communication with the outside, (iv) body harnesses and personnel retrieval systems, and (v) rescue services, entry into such permit-required confined space shall be only through compliance with a confined space entry permit program meeting the requirements of OSHA and other applicable law. In such case, the Owner will inform the Contractor of the precautions and procedures that the Owner has implemented for the protection of the Owner's employees in or near the Work site or sites where the Contractor's personnel will be working. The Contractor shall inform the Owner of the precautions and procedures that the Contractor has implemented for the protection of the Contractor's employees in or near the Work site or sites, including the confined

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space permit entry program that the Contractor will follow and of any hazards confronted or created while working in the Owner's designated permit-required confined spaces. When both Contractor and Owner personnel will be working simultaneously in or near Owner's designated permit-required confined spaces, the Owner and the Contractor shall coordinate entry operations as required by OSHA and other applicable law.

C. Energized Electrical Work/Energy Control Programs and Procedures. When working on or in the vicinity of electrically, hydraulically, pneumatically, kinetically, mechanically, thermally, and/or other energized facilities, it would be reasonable to assume that hazardous electrical voltage and current may be present, and unexpected energization, start up, or release of stored energy may occur, at any time during the Work. The Contractor shall not rely upon the Owner's energized electrical work or energy control program and procedures or the Owner's placement of lockout/tagout devices, the Owner's verification of isolation, deenergization, and readiness of the Work site or sites for release from lockout/tagout, or the Owner's notification of affected employees. The Contractor shall independently affix its own lockout/tagout devices, independently verify isolation, deenergization, and readiness of the Work site or sites for release from lockout/tagout, and independently notify affected employees in accordance with the Contractor's own electrical safety work practices and energy control program and procedures, and as required by OSHA and other applicable law. The Owner and the Contractor shall inform each other of their respective lockout/tagout programs and procedures and the Owner shall instruct its employees to comply with the restrictions and prohibitions of the Contractor's energy control program and procedures. Finally, the Contractor shall provide, by its own designation, only "Qualified Workers" to perform energized electrical Work and shall provide its own PPE for such Work including, but not limited to: flame resistant clothing, rubber insulated work gloves, rubber insulating blankets, electrically safe eyewear/safety glasses, arc flash protective head/face shields, switching hoods, arc-flash protection suits and thermo gloves, certified voltage testing equipment, dielectric footwear, dielectric hard hats, and hearing protection for work on potentially energized electrical circuits, as appropriate for the hazard risk category as determined by the Contractor.

D. Hot Work. Hot Work (any temporary operation involving open flames or producing smoke, heat, slag, and/or sparks, including without limitation brazing, cutting, grinding, soldering, torch heating, and welding) shall only be performed through compliance with a Hot Work program meeting the requirements of OSHA and other applicable law. When the Work site or sites is owned by the Owner, the Owner shall notify the Contractor of any unique or concealed flammable materials or any undisclosed potentially hazardous conditions of which it is aware, and the Contractor shall obtain the approval of the Owner's Manager of Water Operations prior to performing any Hot Work within such Work site or sites. At all Work sites, regardless of ownership, the Contractor shall independently make its own determination as to the presence or absence of flammable materials and hazardous conditions in the area(s) where such Hot Work will be performed, even when the Owner has notified the Contractor of any unique or concealed flammable materials or any undisclosed potentially hazardous conditions of which it is aware; the Contractor shall independently secure authorization from its own

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supervisory and management personnel who have been designated by the Contractor as responsible for authorizing Contractor's Hot Work; and the Contractor shall comply with any safety precautions imposed by such persons, including without limitation:

- a. Making areas where Hot Work is to be performed fire safe by either changing the location of the Hot Work or by removing or guarding against fire hazards;
- b. Employing supervisors, cutters, welders, and fire watchers that have been effectively trained in (i) the safe use and operation of the relevant equipment and processes (brazing, cutting, grinding, soldering, torch heating, welding, ventilating, fire protection, extinguishing, watching, and warning, etc.) and (ii) the need for, and the appropriate use and protective level of, PPE;
- c. Maintaining suitable brazing, cutting, grinding, soldering, torch heating, welding, ventilating, fire protection, extinguishing, warning, etc. equipment on-site in good working condition; and
- d. Posting adequate warnings.

The Contractor shall not rely upon the Owner's Hot Work practices, programs, or procedures at the Work sites owned by the Owner, or the Owner's verification of readiness for Hot Work of the Work sites owned by the Owner, or the Owner's placement of fire extinguishers, ventilation equipment, warning signs, or fire watches at the Work sites owned by the Owner. The Contractor shall independently verify the readiness of all of the Work sites for Hot Work and independently place fire extinguishers, ventilation equipment, warning signs, and fire watches in accordance with the Contractor's Hot Work practices, programs, and procedures, and as required by law.

E. Hazardous Chemicals. The Contractor shall not use or store hazardous chemicals in such a way that the Owner's employees may be exposed to such hazardous chemicals. Whenever hazardous chemicals are used or stored by the Contractor in such a way that employees of the Owner may be exposed to such hazardous chemicals, the Contractor shall inform the Owner of (i) the precautions and procedures that the Contractor has implemented for the protection of its own employees exposed to such hazardous chemicals in or near the location(s) where Owner personnel will be working and (ii) the labeling system that the Contractor uses to label hazardous chemical containers. In addition, the Contractor shall provide the Owner with a copy of the most current SDS for such hazardous chemicals and access to the central SDS binder maintained by the Contractor.

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Whenever hazardous chemicals are used or stored by the Owner in such a way that employees of the Contractor may be exposed to such hazardous chemicals, the Owner shall inform the Contractor of (i) the precautions and procedures that the Owner has implemented for the protection of its own employees exposed to such hazardous chemicals in or near the location(s) where Contractor personnel will be working and (ii) the labeling system that the Owner uses to label hazardous chemical containers. In addition, the Owner shall provide Contractor with access to the central SDS binder maintained by Owner.

F. Fire Protection. Access to sources of water for fire protection shall be identified and be available at all times. Fire hydrants and stop valves adjacent to the Work shall be kept clear and readily accessible to fire apparatus and no materials or other obstruction shall be placed, parked or stored within 15 feet of any hydrant or stop valve except by special permission of the proper authorities.

Only construction procedures that minimize fire hazards to the extent practicable shall be used. There shall be no open burning or confined trash fires. Combustible debris and waste materials shall be collected or removed from the Work Site each workday. Fuels, solvents, and other volatile or flammable materials shall be stored away from construction and storage areas in well-marked, safe containers. Good housekeeping, essential to fire prevention, shall be practiced by Contractor throughout the Work.

G. Safety-Related Equipment. The Contractor shall not use, nor be entitled to use, any of the Owner's safety-related equipment, including without limitation: The Owner's fall-protection, fall-restraint, or fall-arrest equipment; the Owner's ladders or work platforms, forklifts, movable or overhead cranes, or other materials handling equipment; the Owner's confined space entry equipment, including gas monitors, ventilation equipment, or personnel retrieval systems; or the Owner's ventilators, fire extinguishers, or personnel rescue systems.

H. Accident Records; Insurance Adjusters. Contractor shall maintain an accurate record of all accidents and other incidents resulting in death, injury, or occupational disease to any Person or in damage to, or loss of, any property and shall promptly report any such accident or incident to Owner and shall provide Owner with copies of all correspondence and pleadings related thereto, including insurance claims and settlements. Contractor shall arrange for Contractor's insurance adjuster to meet with any Person affected by any such accident or other incident promptly and, in all events, within 48 hours after Contractor's receipt of notice from such Person, and a report of the insurance adjuster's findings shall be delivered to such Person within 10 days thereafter, copies of which shall be provided to Owner and Engineer.

1.7 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall remove and properly dispose of all waste and

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surplus materials from the Work Site each workday in such a manner as may be necessary to conform to Law. Contractor shall sweep and clean, and shall remove from the Work Site all hoses, cables, extension cords and similar materials, as may be necessary to leave the Work Site and adjacent areas in a clean and orderly condition at the end of each workday. If Contractor fails to comply with its obligations under this Section, Owner shall have the right to perform, or to have performed, such obligations and to withhold or recover the cost thereof from Contractor.

1.8 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be responsible and liable for any damages, losses, and injuries resulting from its operations. Contractor shall be fully responsible for the protection of all public and private property and all Persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, (1) provide temporary heating, covering and enclosures, to the satisfaction of Engineer, as necessary to protect the Work against damage by dampness and cold, to dry out the Work, and to facilitate the completion of the Work; (2) provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work, in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified; and (3) support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work.

Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatever, including damage or loss due to simultaneous work by others.

Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work.

No specific provision of this Contract to the effect that Contractor shall be responsible and liable at its sole risk and cost for the Work or any part thereof or for damage, loss, or injury caused by Contractor shall be construed to be an exclusive listing of the circumstances in which Contractor bears such responsibility and liability, but, rather, all such provisions shall be construed to be exemplary only.

Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

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1.9 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing, which approval Owner may exercise and revoke in its sole discretion. All Subcontractors, Suppliers, and Subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. All Persons engaged in the Work, whether or not as approved Subcontractors, shall be deemed to be employees of Contractor for all purposes and Contractor hereby assumes, in addition to any liability imposed by law upon Contractor for its Subcontractors, full responsibility and liability for such Subcontractors as if they were the employees of Contractor. Nothing in this Contract shall be construed to create any contractual relationship between Owner and any Subcontractor or Supplier. All relations with approved Subcontractors and Suppliers shall be the responsibility of Contractor, and Owner shall not be responsible or obligated to deal directly with any Subcontractor or Supplier.

Contractor is responsible for providing, performing, and completing all Work that meets or exceeds specified requirements notwithstanding specific references in the Contract Drawings or Specifications to duties and obligations of other contractors, Subcontractors, Suppliers, manufacturers, trades, etc., all at no extra cost to Owner other than the Contract Price. All such duties and obligations specifically imposed upon such other contractors, Subcontractors, Suppliers, manufacturers, trades, etc., shall be deemed to be imposed upon Contractor.

Owner's approval of any Subcontractor, Supplier, or Subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract on or before the Completion Date or for the proper performance of all other requirements of 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 all Subcontractors and Suppliers as Contractor is for its own acts, omissions, and performance.

If Owner refuses to approve any Subcontractor or Supplier, or, having once approved a Subcontractor or Supplier, thereafter advises Contractor that such Subcontractor or Supplier is no longer acceptable to Owner, then Contractor shall undertake the Work itself or propose another Subcontractor or Supplier for Owner's approval. No adjustment of the Contract Price or Contract Time shall be made as a result of Owner's refusal to approve, or Owner's revocation of any approval of, any Subcontractor or Supplier.

This Section shall not be construed to prohibit Owner, if and when it exercises any of its rights under Section 6.6 of these General Conditions of Contract, from entering into an independent contractual relation with any Subcontractor or Supplier employed by Contractor, and no such relation shall be construed as interfering with any

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Subcontract or other relation Contractor may have with such Subcontractors and Suppliers.

B. Subcontractor and Supplier Requirements. In addition to any and all conditions and other requirements that may be imposed by Owner in its approval of any Subcontractor or Supplier, all Work performed under any Subcontract shall be subject to the same provisions set forth in this Contract for the Work performed by Contractor. Furthermore, every Subcontract shall include at least the following provisions:

1. Flow-down. A statement that this Contract has been reviewed by the Subcontractor or Supplier; that Subcontractor or Supplier agrees to be bound by the terms, provisions and conditions of this Contract so far as they are applicable to the Work under its Subcontract; that Subcontractor or Supplier agrees to assume all obligations and responsibilities of Contractor under this Contract; and that Subcontractor or Supplier agrees to be bound by and governed by any change or alteration in this Contract.
2. Discrimination. The provisions of the Public Works Employment Discrimination Act, 775 ILCS 10/1 et seq., shall be printed or otherwise inscribed on the face of the Subcontract.
3. Laws. A statement substantially identical to Section 6.11 of the Contract Agreement requiring Subcontractor or Supplier to comply with all Laws.
4. Application of Payments. A statement that Subcontractor or Supplier agrees that all funds received directly or indirectly from Owner shall be applied to the payment or reimbursement of the costs for which they were paid and not to any preexisting or unrelated debt between Contractor and Subcontractor or Supplier.
5. No Compensation for Delay. A statement substantially identical to Subsection 2.3D of these General Conditions of Contract to the effect that there shall be no payment, compensation, damages, or adjustment of any kind, other than an extension of time, because of hindrances or delays, whether avoidable or unavoidable, from any cause in the commencement, provision, performance, or completion of the Work under the Subcontract.
6. Termination for Convenience of Contractor. A statement that the Subcontract may be terminated for the convenience of

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Contractor, if this Contract is terminated for any reason by Owner or if Owner exercises its right to require termination of the Subcontract; provided, however, that no such termination shall defeat Owner's rights under Paragraph 1.9B7 below.

7. Conditional Assignment. A statement that Subcontractor or Supplier agrees to the assignment of the Subcontract to Owner, at Owner's option exercised by written notice to Subcontractor or Supplier and without further action, if this Contract is terminated by Owner and that no such assignment shall be construed as interfering with Subcontractor's or Supplier's Subcontract with Contractor.
8. Dispute Resolution. A statement that in case of any dispute or claim between Subcontractor or Supplier and Contractor involving Owner, or between Contractor and Owner involving Subcontractor or Supplier, Subcontractor or Supplier agrees to be bound by the provisions in this Contract pertaining to the resolution of disputes to the same extent that Contractor is bound to Owner by the terms of this Contract; and that Subcontractor or Supplier agrees to be bound by any and all decisions or determinations made thereunder as authorized in this Contract; and that Subcontractor or Supplier agrees to join in, or consolidate any claim it may have with, any related pending dispute resolution proceeding or to allow such joinder or consolidation of other related claims with its claim; and that Subcontractor or Supplier agrees that, pending the final disposition of any dispute or claim under or in any way relating to the Subcontract, Subcontractor or Supplier shall proceed diligently with all Work to be performed by it under its Subcontract.
9. Representations and Warranties. A statement of representations and warranties substantially identical to Article III of the Contract Agreement.

1.10 Simultaneous Work By Others

A. By Owner. Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor.

B. Coordination. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall keep itself informed of the progress and the detail of such other work; shall afford Owner and other

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contractors reasonable opportunity for the execution of such other work; shall properly connect and coordinate the Work with such other work; and shall notify Engineer immediately of lack of progress or defective workmanship in the provision, performance, or completion of such other work in any case where such lack of progress or defective workmanship will or may interfere with the Work or the operations of Contractor or its Subcontractors. Whenever there is a conflict between the Work and such other work, Engineer shall, upon request of Contractor or the Person performing such other work, determine the manner in which such conflict shall be resolved or accommodated. Contractor shall proceed at its own risk in the event Contractor fails to request such determination from Engineer.

C. By Others. Contractor acknowledges that other contractors not under the direction or control of Owner may be encountered in the performance of the Work by Contractor. Contractor shall perform the Work in such a manner as to enable both the Work and the work of such other contractors to be completed without hindrance or interference from each other.

D. Changes. If other contractors, regardless of whether such contractors are under the direction or control of Owner or are not under the direction or control of Owner, change the conditions found at, or in the vicinity of, the Work Site, both Contractor and Owner shall treat the new conditions as if they were previously existing conditions. Owner shall not be entitled to any credits and Contractor shall not be entitled to any equitable adjustment in the Contract Price as a result of such changes except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of these General Conditions of Contract.

E. Claims. If the Work or any of Contractor's operations or property is damaged by any other Person, Contractor shall make its claim directly against such Person. If a dispute develops between Contractor and any such other Person concerning the responsibility for any such damage, the dispute shall be resolved with such other Person by whatever method may be available and appropriate, but such dispute shall not be cause for delay in the restoration of the damaged Work, and Contractor shall restore the Work immediately. Failure of Contractor to comply with this Subsection shall entitle Owner to perform, or to have performed, all Work necessary for compliance with this Subsection and to withhold or recover from Contractor the cost of such Work.

1.11 Occupancy Prior to Final Acceptance

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Acceptance of the Work. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, nor shall it be considered as an interference with Contractor's provision, performance, or completion of the Work.

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1.12 Suspension or Termination of Work for Convenience

A. Suspension for Convenience. Owner shall have the right at any time, by Change Order, for its convenience, to suspend, for such period of time as may be determined by Owner to be necessary or desirable for the convenience of Owner, and thereafter to require resumption of, the whole or any part of the Work, without invalidating the provisions of this Contract. Contractor shall not be entitled to any equitable adjustment in the Contract Price as a result of any such suspension for convenience of Owner.

B. Termination for Convenience. Owner shall have the right at any time, by Change Order, for its convenience, to terminate the Work in whole or in part.

C. Owner's and Contractor's Obligations. Every Change Order issued pursuant to Subsection 1.12A or Subsection 1.12B shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or Subcontracts, terminate or suspend Work under existing orders and Subcontracts, cancel any outstanding orders or Subcontracts that can be canceled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

D. Payments for Completed Work. In the event of any termination pursuant to Subsection 1.12B above, Owner shall pay Contractor (1) such direct costs, determined in accordance with generally accepted accounting practices in the construction industry, consistently applied, and excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, or as required by or pursuant to, this Contract up to the effective date of termination, together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of any such termination. The total payment to be made to Contractor by reason of such termination shall not in any event exceed a percentage of this Contract equal to the proportion that the Work completed prior to the effective date of termination bears to the total Work required by this Contract. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold or deduct as provided in this Contract.

1.13 Charge for Overtime Engineering

Owner shall have the right to charge Contractor for engineering and inspection services in connection with any Overtime Work. Such charge shall be equal to the total cost incurred by Engineer for the number of Engineer's personnel reasonably required to be present during such Overtime Work. If the amount due Contractor is not sufficient to cover such charge, Contractor shall reimburse Owner upon demand. For purposes of this provision, Overtime Work shall mean any Work conducted beyond the working hours specified in the Special Conditions of Contract.

ARTICLE II
CHANGES AND DELAYS

2.1 Changes

A. Field Adjustments. No equitable adjustment shall be made in the Contract Price, and no Change Order, other than a possible Balancing Change Order pursuant to Paragraph 5.1C2 of these General Conditions of Contract, shall be issued, for field adjustments in the Work ordered by Owner or resulting from, arising out of, or in any way related to, conditions found at, or 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 site conditions due to work by other contractors, and similar site conditions, that, in combination with all Change Orders and all other field adjustments, increase the quantity of any Unit Price Item by 20 percent or less of the approximate quantity for that Unit Price Item set forth in the Schedule of Prices, or increase the quantity of discrete units comprising any lump sum component part of the Work by 20 percent or less of the quantity of discrete units comprising that lump sum component part of the Work set forth in the Breakdown Schedule, as the case may be. Contractor shall be solely responsible for dealing with such field adjustments and Owner shall not be entitled to any credits and Contractor shall not be entitled to any equitable adjustments in the Contract Price as a result of such field adjustments. For Work to be paid on a Unit Price basis, any such increases in the quantity of any Unit Price Item shall be paid for at the respective Unit Price for each such Unit Price Item set forth in the Schedule of Prices. For lump sum Unit Prices, the percentage of increase, and the amount to be paid for such field adjustments, shall be determined on the basis of the number of discrete units comprising such lump sum Unit Price Item set forth in the Breakdown Schedule for that lump sum Unit Price Item. For Work to be paid on a lump sum basis, no amounts shall be paid for such increases in any lump sum component part of the Work other than the lump sum amount included in the Breakdown Schedule for that lump sum component part of the Work.

B. Change Orders. Owner shall have the right to issue Change Orders to Contractor without the consent of Contractor and without notice to any surety of Contractor. Owner shall also issue Change Orders making an equitable adjustment in the Contract Price for any field adjustment as set forth in Subsection 2.1A above that, in combination with all Change Orders and all other field adjustments pursuant to Subsection 2.1A above, increase the quantity of any Unit Price Item by more than 20 percent of the approximate quantity for that Unit Price Item set forth in the Schedule of Prices, or increase the quantity of discrete units comprising any lump sum component part of the Work by more than 20 percent of the quantity of discrete units comprising that lump sum component part of the Work set forth in the Breakdown Schedule, as the case may be, but only for that portion of Work that exceeds 120 percent of said quantity or discrete units comprising a lump sum component part of the Work. For lump sum Unit Prices, the percentage of increase shall be determined on the basis of the number of discrete units comprising such lump sum Unit Price Item set forth in the Breakdown Schedule for that lump sum Unit Price Item.

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Contractor shall promptly comply with every Change Order, notwithstanding any disputes or objections concerning such Change Order. No Change Order shall be construed to invalidate this Contract not to entitle Contractor to additional compensation except and only to the extent provided in Sections 2.2 and 2.3 below.

No Balancing Change Order issued pursuant to Paragraph 5.1C2 of these General Conditions of Contract shall constitute, be deemed to be, or operate as, an equitable adjustment in the Contract Price.

C. Classification. For purposes of Subsections 2.1A and 2.1B above, in determining whether an equitable adjustment in the Contract Price shall be made based upon any field adjustment, any increase in any component part of the Work included or subsumed within a Unit Price Item as defined in the Contract Drawings and Specifications, or included or subsumed within a discrete unit comprising a lump sum component part of the Work set forth in the Breakdown Schedule, as the case may be, shall be classified under such Unit Price Item or discrete unit, and the fact that Contractor uses a different method of providing, performing, and completing such field adjustment than originally contemplated shall not be a basis for not classifying such Work under one or more of the Unit Price Items set forth in the Schedule of Prices, or under one or more of such discrete units set forth in the Breakdown Schedule, as the case may be.

2.2 Equitable Adjustments

Subject to the limitations set forth in this Article II, if any Change Order causes an increase or decrease in the amount of the Work or if a Change Order is required to be issued for certain field adjustments as set forth in Subsection 2.1B above, an equitable adjustment in the Contract Price or Contract Time may, upon the request of either Owner or Contractor, be made pursuant to Section 2.3 or Section 2.4 of these General Conditions of Contract.

Any Change Order issued that does not include an equitable adjustment in the Contract Price or Contract Time shall be construed to be a determination by Owner that Contractor is not entitled to any equitable adjustment by reason of such Change Order. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time based on a Change Order shall be made, whenever feasible, before Contractor proceeds with any Work pursuant to such Change Order and shall, in all events, be made no later than two business days after receipt of such Change Order. All such claims shall, if not made prior to such time, be conclusively deemed to have been waived. Any claims by Contractor for an equitable adjustment in the Contract Price or Contract Time that have not been included, or fully included, in a Change Order shall not relieve Contractor of its responsibility to proceed without delay to perform the Work in compliance with the Change Order.

No equitable adjustment shall be made in the Contract Price or Contract Time on the basis that the Work is, or has become, more difficult than Contractor's Price Proposal would reflect or because of any risk or change in the Work that Contractor is

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responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time as set forth in Subsection 2.1A above and in Subsection 2.4A below.

2.3 Contract Price Adjustments

A. Increased Work. If any Change Order causes an increase in the amount of the Work or if a Change Order is required to be issued for certain field adjustments as set forth in Subsection 2.1B above ("Increased Work"), then Engineer shall determine, and include in such Change Order, subject to the limitations of Sections 2.1 and 2.2 above, the amount of the equitable adjustment in Contract Price, if any, to be allowed. Such determination shall be made as follows:

1. Unit Prices. If the Schedule of Prices provides Unit Prices and if the Increased Work or any part thereof that can be classified under one or more of the Unit Price Items set forth in the Schedule of Prices, then such Increased Work or part thereof classified under such Unit Price Item shall be paid for at the Unit Price listed in the Schedule of Prices for such Unit Price Item unless, for good cause shown, Contractor and Owner agree upon either a greater or lesser Unit Price for such Increased Work or part thereof or unless Owner, in its sole discretion, elects not to pay for the Increased Work or part thereof on the basis of Unit Prices, in which event, such Increased Work shall be paid for as set forth in either Paragraph 2.3A2 or Paragraph 2.3A3 below.
2. Agreed Prices. If the Schedule of Prices does not provide Unit Prices or if the Increased Work or any part thereof cannot be classified under one or more of the Unit Price Items set forth in the Schedule of Prices or if Owner elects, pursuant to Paragraph 2.3A1 above, not to pay for the Increased Work or part thereof on the basis of Unit Prices, then such Increased Work or part thereof shall be paid for on the basis of such lump sum price or such time and material prices as Owner and Contractor may agree prior to the commencement of such Increased Work unless Owner elects, in its sole discretion, to pay for such Increased Work or part thereof as set forth in Paragraph 2.3A3 below.
3. Reasonable Cost Plus. Any Increased Work or part thereof not paid for pursuant to Paragraphs 2.3A1 or 2.3A2 above shall, to the extent entitled to be paid for pursuant to this Contract, be paid for at the reasonable cost of such Increased Work or part thereof, as determined by Engineer and

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approved by Owner, in the manner provided in this Paragraph.

Except as hereinafter limited, the reasonable cost of Increased Work shall include the reasonable cost, as determined by Engineer and approved by Owner, to Contractor of all personnel employed and all equipment, materials, and supplies used, on the Increased Work for the period of such employment or use.

The reasonable cost of Increased Work shall include amounts paid, if any, for Social Security, insurance such as workers' compensation, other direct assessments upon Contractor's payroll by authorized public agencies, and other approved assessments such as union benefits not normally included in payments made directly to employees but customarily recognized as part of the payroll cost of doing the Work.

The reasonable cost of Increased Work shall not include insurance not directly related to payroll expenses such as liability insurance or property damage insurance.

The reasonable cost of Increased Work shall not include the cost of any purchase or rental of any buildings or small tools.

The reasonable cost of Increased Work shall not include the cost of any personnel above the level of foreman or the cost of Contractor's office and engineering staff.

The reasonable cost of all equipment used on the Increased Work shall be based upon the monthly rental rates set forth in the most recent edition of "RENTAL RATE BLUEBOOK FOR CONSTRUCTION EQUIPMENT" published by Nielson/DATAQUEST or a similar publication approved by Engineer (the "Approved Rate"). The reasonable hourly cost of equipment shall be calculated by multiplying the Approved Rate (without consideration of overtime charges or charges for fuel and oil) by 12 and dividing the product by 2,080. If the Increased Work requires the use of equipment not already on the Work Site, or not already required to be provided at the Work Site under the terms of this Contract, the cost of transportation, not exceeding a distance of 100 miles, of such equipment to and from the Work Site shall be considered part of the reasonable cost of the Increased Work.

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Contractor may add a maximum of fifteen percent of the reasonable costs set forth above to cover the costs of use of capital, overhead, and profit, including premiums on any Bonds or insurance on account of the Increased Work (except as hereinbefore permitted for direct reimbursement), and profit and overhead of any and all Subcontractors and Suppliers performing all or any part of the Increased Work.

Contractor shall keep a daily record of all Increased Work provided, performed, or completed by Contractor or any Subcontractor or Supplier. The daily record shall include the nature of the Increased Work performed, the names of all personnel employed and the hours worked by each, the equipment, materials and supplies used, including, where appropriate, the quantities used and the hours of use. To constitute verification that Increased Work was provided, performed, or completed, the daily record for each Day must be signed by both Contractor and Engineer not later than the end of the following business day. Contractor's failure to so keep and so verify such a daily record shall constitute a waiver of any claim for compensation for Increased Work.

In the event of any dispute as to the reasonableness of the method or manner of performing any Increased Work, or the cost thereof, including, but not limited to, personnel or equipment requirements to perform the Increased Work, Contractor shall provide all supporting documentation, including cancelled checks, payroll documentation, and any relevant union requirements or regulations. In the absence of such supporting documentation, Engineer's determination of the reasonableness of the chosen method or manner of performing the Increased Work, of the cost thereof, and, if unreasonable, of the reasonable cost of providing, performing, and completing the Increased Work if a reasonable method or manner or cost had been chosen, shall be conclusive and binding on Contractor.

4. For purposes of Paragraphs 2.3A1 and 2.3A2, in determining whether the Increased Work or any part thereof can be classified under one or more of the Unit Price Items set forth in the Schedule of Prices, any increase in any component part of the Work included or subsumed within a Unit Price Item as defined in the Contract Drawings and Specifications shall be classified under such Unit Price Item and the fact that Contractor uses a different method of providing, performing, and completing Increased Work than Contractor originally

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contemplated shall not be a basis for not classifying Increased Work under one or more of the Unit Price Items set forth in the Schedule of Prices.

5. Except as set forth above, no claim for compensation in excess of the Contract Price shall be made or allowed on account of Increased Work.

B. Decreased Work. If any Change Order causes a decrease in the amount of the Work ("Decreased Work"), then Engineer shall determine, and include in such Change Order, (1) the amount of the equitable adjustment in the Contract Price to be credited to Owner based on the value of the Decreased Work determined in accordance with Subsection 5.1C of these General Conditions of Contract and (2) the allowance, if any, due Contractor for any actual loss incurred in connection with the purchase, delivery, and subsequent disposal of equipment, materials, or supplies that would have been used on the Work but for the Change Order and that could not be returned to their source for credit or used in any part of the Work as actually provided, performed and completed. In no event shall any Decreased Work entitle Contractor to make a claim for damages, anticipated profits, or any other compensation except the aforesaid allowance for actual loss incurred for such unused and unreturned equipment, materials, or supplies. Ownership of any such unused equipment, materials, or supplies paid for by Owner shall, at Owner's option, be conveyed to Owner.

C. Netting of Price Adjustments. When both Increased Work and Decreased Work result from a single Change Order, the allowance for overhead and profit pursuant to the reasonable cost method of Paragraph 2.3A3 above, if utilized, shall be figured on the basis of the net increase, if any, in the Work.

D. No Compensation for Delays. Contractor shall not claim or be entitled to any payment, compensation, damages, or adjustment of any kind, other than a possible extension of the Contract Time, if applicable, as provided for in Subsection 2.4C below, because of hindrances or delays, whether avoidable or unavoidable, from any cause in the commencement, provision, performance, or completion of the Work, including but not limited to:

1. Any act, error, omission or interference of Owner, Engineer, or any other Person, including, without limitation, late, changed, or erroneous Bidding Documents or Contract Documents; changes in sequence, suspensions, accelerations, or de-accelerations of the Work; lack of access, rights-of-way, or easements for the Work; lack of approvals, decisions, or payments; issuance of Change Orders; or occupancy, use, or placement into service of the Work prior to Final Acceptance;

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2. Differing or unanticipated conditions at, or in the vicinity of, the Work Site;
3. The simultaneous presence and operations of other contractors;
4. Strikes, lockouts, or labor or material shortages;
5. Fires or other casualties;
6. Delays in transportation; and
7. Acts of God or natural phenomena, whether or not such phenomena are unusual or unusually severe considering the time of year and the particular locality involved.

Contractor expressly agrees that it will accept in full satisfaction for all such delays and hindrances a possible extension of the Contract Time, if applicable, as provided in Subsection 2.4C below and that it will make no claim for, nor be entitled to, equitable adjustment of the Contract Price; or any compensatory, acceleration, or disruption damages; or any other damages or costs of any kind or nature for any such delays or hindrances, 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; increase in costs for Bond or insurance premiums; lower labor productivity; lost profits or alternative income; effects on other contracts; and costs of demobilization and remobilization.

2.4 Extensions of Contract Time

A. Anticipated Delays. Difficulties or obstructions that may arise out of, or be encountered as a result of, adverse weather conditions, equipment breakdowns, subsurface, underground or other concealed conditions or obstructions, buried structures, utility locations or conditions, adverse soil conditions, and changed site conditions due to work by other contractors are inherent in the nature of the Work of this Contract. Allowances and contingencies for dealing with such difficulties or obstructions are to be allowed for in Contractor's schedule and shall not be treated as unavoidable delays pursuant to Subsection 2.4C below. Changes in the sequence in which the Work is provided, performed, and completed resulting from delays or hindrances that affect only part of the Work but not the provision, performance, or completion of other parts of the Work, nor completion of the whole of the Work, are also inherent in the nature of the Work of this Contract. Allowances and contingencies for such changes are to be allowed for in Contractor's schedule and shall not be treated as unavoidable delays pursuant to Subsection 2.4C below.

B. Extensions for Increased Work. Subject to Subsection 2.4A above, when a Change Order causes an increase in the time required to complete the Work, an

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extension of the Contract Time shall be granted as part of such Change Order for a period of time equal to the additional time required to complete the Work.

C. Extensions for Unavoidable Delays. Subject to Subsection 2.4A above, for any delay or hindrance in completing the Work that may result from causes that could not be avoided or controlled by Contractor, as determined by Owner, Contractor shall upon timely written application, immediately upon the occurrence of any event giving rise to such unavoidable delay and, in any event, no later than two business days thereafter, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause.

D. Extensions for Suspensions. If Owner orders Contractor to suspend the whole of the Work or to suspend a part of the Work that increases the time required to complete the Work, Owner shall, unless such suspension was due to Contractor's failure to perform in accordance with the requirements of this Contract, extend the Contract Time for a period of time equal to the delay caused by such suspension.

2.5 Constructive Change Orders

Sections 2.2 through 2.4 set forth the sole means by which an equitable adjustment in the Contract Price or Contract Time shall be allowed. No waiver, action or inaction by Owner shall be held to create a custom, practice, course of dealing or usage to waive the requirement for written changes and Owner shall under no circumstances be required to pay for any changes to the extent not in writing and signed by Owner in advance of such Work. No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order initiated by Owner pursuant to Section 2.1 or requested by Contractor, and approved by Owner, pursuant to this Section 2.5. If Owner fails to issue a Change Order including, or fully including, an equitable adjustment in the Contract Price or Contract Time to which Contractor claims it is entitled under Sections 2.2 through 2.4, Contractor may assert a claim that it is entitled to a constructive change order for, but only for, the equitable adjustment due under said Sections pursuant to the procedures of this Section 2.5. If Contractor believes that any requirement, direction, instruction, interpretation, determination, or decision of Owner or Engineer entitles Contractor to an equitable adjustment in the Contract Price or Contract Time under Sections 2.2 through 2.4 that has not been included, or fully included, in a Change Order, then Contractor shall submit to Engineer, with a copy to Owner, a written request for the issuance of, or revision of, a Change Order, including the equitable adjustment, or the additional equitable adjustment, in the Contract Price or Contract Time that Contractor claims has not been included, or fully included, in a Change Order. Such request shall, whenever feasible, be submitted before Contractor proceeds with any Work for which Contractor claims an equitable adjustment is due and shall, in all events, be submitted no later than two business days after receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision. Upon receipt by Engineer of any such request, the parties shall proceed as provided in Article VI of these General Conditions of Contract pertaining

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to disputes and remedies. Notwithstanding the submission of any such request, Contractor shall proceed without delay to perform the Work as required, directed, instructed, interpreted, or decided by Owner or Engineer and shall, pending a final resolution of the issue, keep a daily record of such Work in the manner provided in Paragraph 2.3A3 above. Unless Contractor submits such a request within two business days after receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed (1) to have agreed that such requirement, direction, instruction, interpretation, determination, or decision does not entitle Contractor to an equitable adjustment in the Contract Price or Contract Time and (2) to have waived all claims based on such requirement, direction, instruction, interpretation, determination, or decision.

2.6 No Waiver and Release

Except to the extent embodied in a Change Order, neither the provisions of this Article II nor any communication between or among Owner, Engineer, and Contractor shall operate to relieve Contractor of its duty to perform the Work in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time, and for the Contract Price, or to release or discharge Contractor from any duty arising under this Contract.

2.7 No Other Compensation

No payments, compensation, damages, reimbursements, or monetary consideration of any kind shall be paid or owing to Contractor in connection with, or arising out of, this Contract other than, and subject to deduction as provided for in this Contract, the lump sum amount or amounts stated in the Schedule of Prices, for Work to be paid on a lump basis, the Unit Price stated in the Schedule of Prices for each acceptable unit of each Unit Price Item installed and complete in place, measured on the basis defined in the Contract Drawings and Specifications or, in the absence of such definition, on the basis determined by Engineer, for Work to be paid on a Unit Price basis, the equitable adjustment in the Contract Price included in any Change Order, and any bonuses provided for, and only to the extent provided in, the Special Conditions of Contract. Contractor shall not claim or be entitled to any other payment, compensation, damage, reimbursement, or monetary consideration of any kind for the provision, performance, or completion of the Work.

2.8 Specific References Exemplary

No specific provision of this Contract to the effect that there shall be no change or adjustment in the Contract Price or Contract Time shall be construed to be an exclusive listing of the circumstances in which there shall be no adjustment in Contract Price or Contract Time, but, rather, all such provisions shall be construed to be exemplary only.

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ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner, by Engineer, by any public authority having jurisdiction, and by any other Person designated by Owner. Contractor shall furnish, at its own expense, all reasonable access, assistance, and safe and proper facilities required by such Persons for such inspection and testing, both at the Work Site and at any Subcontractor's or Supplier's plant or other source of supply, with full permission to take samples of any materials or supplies that may or might be used in the Work, at Contractor's own expense. Contractor shall notify Owner and Engineer of the readiness of any part of the Work for any inspection or test that may be required by or pursuant to this Contract or applicable Laws. Owner and Engineer shall perform all of their inspections and tests so as not to delay the Work unduly, but Contractor shall schedule the Work in light of the need for time to perform such inspections and tests. No part of the Work as to which any specific inspection or test is required shall be covered or closed until such inspection or test has been completed. If such Work is covered or closed, then it shall be uncovered or opened and, after the inspection or test, recovered or reclosed, by Contractor, all at Contractor's expense.

B. Additional Inspections. If any Work for which an inspection or test is not required by this Contract has been covered or closed so as to prevent inspection or testing, Owner shall nevertheless have the right to order such Work to be inspected or tested and, if so ordered, such Work shall be uncovered or opened by Contractor. If the Work thus uncovered or opened is found to be free from defects, damage, and flaws and to be suitable for its intended purpose and to be otherwise in conformity with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, re-testing, covering, or closing, as the case may be. If the Work uncovered or opened is not free from defects, damage, and flaws or is not suitable for its intended purpose or is otherwise not in conformity with this Contract, then Contractor shall pay all such costs.

C. Re-Inspections. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work thus uncovered or opened is found to be free from defects, damage, and flaws and to be suitable for its intended purpose and to be otherwise in conformity with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, re-testing, covering, or closing, as the case may be. If the Work uncovered or opened is not free from defects, damage, and flaws or is not suitable for its intended purpose or is otherwise not in conformity with this Contract, then Contractor shall pay all such costs.

D. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the

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requirements of this Contract and shall pay to Owner all resulting costs, expenses, losses, or damages suffered by Owner as a result of any such defect, damage, flaw, unsuitability or nonconformity.

E. No Waiver. No inspection or test, failure to inspect or test, or waiver of inspection or testing by Owner or Engineer shall relieve Contractor of its duty to complete the Work in full compliance with, and as required by or pursuant to, this Contract. Failure or neglect on the part of Engineer to condemn Work that is defective, damaged, flawed, unsuitable, or nonconforming shall not be construed as acceptance of such Work nor as a waiver of compliance with the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. Contractor further warrants that the strength of all parts of all equipment, materials, and supplies incorporated into the Work shall be adequate and as specified and sufficient to meet the performance requirements of this Contract. The warranty herein expressed shall not be the sole and exclusive warranty but, rather, shall be in addition to any other warranties expressed in this Contract, or expressed or implied by Law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within two years after Final Payment or such longer period as may be prescribed in the Contract Drawings and Specifications, in the Special Conditions of Contract, or by Law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. Nothing contained in this Subsection 3.2B shall be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and has no relationship to the time within which the obligations to comply with this Contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work.

C. Maintenance/Warranty Bond. Contractor shall provide a maintenance bond in the amount of at least \$1,000,000 that obligates the Contractor for a period of three (3) years from the date of Project completion and acceptance by the Owner to repair or replace any and all defects arising in the work, whether resulting from defective materials or defective workmanship. Surety providing the bond shall conform to the requirements detailed in the Contract Agreement.

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3.3 Contractor Duty to Correct Without Delay

In the event of any claim by Owner pursuant to Section 3.1 or Section 3.2 above that the Work is defective, damaged, flawed, unsuitable, nonconforming, or that the Work fails to fulfill the above warranty, Contractor shall be given a reasonable opportunity to confirm the validity of such claim, but Contractor shall not, unless authorized in writing by Owner, delay correction of the claimed defect, damage, flaw, unsuitability, nonconformity, or failure while making such determination. In the event any such claim is shown to be invalid following such correction by Contractor, Owner shall pay the cost of such correction.

3.4 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 above, Contractor fails, refuses, or neglects to make, or to undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

If in the judgment of Owner, the delay required to give Contractor the aforesaid two business days notice would cause serious damage or loss that could be avoided by immediate action, Owner shall have the right, without giving prior notice to Contractor, to perform, or to have performed, all work necessary to make the corrections and to recover from Contractor the cost of such corrections. In such event, Contractor shall be notified as promptly as possible and shall assist, whenever possible, in making the necessary corrections.

3.5 Subcontractor and Supplier Warranties

Whenever the Special Conditions of Contract or the Specifications require a Subcontractor or Supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

Whenever the Special Conditions of Contract or the Specifications require a Subcontractor or Supplier to provide a guaranty or warranty, Contractor shall be solely responsible to obtain from the guarantying or warranting Person a written certification, in form satisfactory to Owner, that (1) all things required for the successful operation of the warranted item in accordance with the Specifications have been designed, manufactured and installed in accordance with all requirements of the guarantying or warranting Person; (2) all requirements and conditions necessary to validate the guaranty or warranty, whether specified in this Contract or not, have been complied with; and (3) all procedures

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necessary to maintain the guaranty or warranty in full force and effect during the applicable guaranty or warranty period, including but not limited to maintenance obligations and storage conditions, have been provided to Owner in writing and written acknowledgments of all such disclosed procedures have been provided by Owner to the warranting or guarantying Person. Acceptance of any such certification by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its obligations under this Contract to provide additional or other certifications.

ARTICLE IV INSURANCE

4.1 Required Coverages

Contractor shall, prior to and 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 these General Conditions of Contract, procure, maintain, and keep in force, at Contractor's expense, all insurance necessary to protect and save harmless Owner, the Work, the Work Site, and all property located at or about the Work Site, including but not limited to the insurance coverages specified in Section 4.3 below and in Section 4 of the Special Conditions of Contract ("Required Coverages").

4.2 Insurance Companies and Policies

All Required Coverages shall be provided by insurance companies rated A minus or better in Best's Insurance Guide and otherwise acceptable to, and approved by, Owner. Required Coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. No policy may have a deductible or self-insured retention of more than one percent of the policy limit. Contractor shall furnish to Owner two copies of a certificate of insurance and one copy of an insurance policy for each Required Coverage. Each such certificate and policy shall be in a form satisfactory to Owner and shall provide that no change, modification in, or cancellation of the insurance represented by it shall become effective until the expiration of 30 Days after written notice thereof shall have been given by the insurance company to Owner and any Additional Insured.

4.3 Minimum Coverages

Unless otherwise provided in the Special Conditions of Contract, Contractor shall, prior to and at all times while, providing, performing, or completing the Work, procure, maintain, and keep in force, at Contractor's expense, at least the following minimum insurance coverages:

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

- (a) Workers' Compensation: Statutory;

- (b) Employer's Liability:

\$1,000,000 injury-per occurrence

\$1,000,000 disease-per employee

\$1,000,000 disease-policy limit

Such insurance shall evidence that coverage applies to the State of Illinois, contain an "all States" endorsement, and provide a waiver of subrogation in favor of Owner.

2. Commercial Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$5,000,000 per occurrence for vehicles owned, non-owned, or rented.

All employees must be included as insureds.

3. Commercial General Liability with coverage written on an "occurrence" basis and with limits no less than:

- (a) Each Occurrence: \$5,000,000

- (b) General Aggregate: \$10,000,000

- (c) Completed Operations Aggregate: \$10,000,000

- (d) Personal Injury: \$5,000,000

Coverages shall include:

- Premises Operations
- Products/Completed Operations (to be maintained for two years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement

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- Blanket Contractual Liability (must expressly cover the indemnity provisions contained in clause 4 of Section 4.3 of the Contract Agreement)
- Bodily injury and property damage

“X”, “C”, and “U” exclusions shall be deleted.

Blasting exclusions shall be deleted if Work involves blasting.

Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad track.

All employees shall be included as insureds.

4. Builders Risk Insurance. This insurance shall be written in completed value form, shall protect Contractor, Owner, and Engineer against “all risks” of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire, extended coverage, vandalism and malicious mischief, sprinkler, leakage, flood, earth movement and collapse, and shall be designed for the circumstances that may affect the Work.

This insurance shall be written with limits not less than the insurable value of the Work at completion. The insurable value shall include the aggregate value of all Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance shall include coverage while equipment or materials are in warehouses or storage areas, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance shall include coverage while Owner is occupying or using all or any part of the Work prior to Final Payment without the need for the insurance company’s consent.

This insurance coverage requirement shall not be construed as a waiver of Contractor’s duties stated in Section 1.8 of these General Conditions of Contract.

5. Owner’s and Contractor’s Protective Liability Insurance. Contractor, at its sole cost and expense, shall purchase this insurance in the names of Owner and Engineer for the period between the Commencement Date and Final Payment, with a

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combined single limit of liability for bodily injury and property damage of \$20,000,000 per occurrence and in the aggregate.

The named insureds for this insurance shall be the DuPage Water Commission and Burns & McDonnell Engineering Company, Inc., Lockwood, Andrews and Newnam, Inc., Robinson Engineering, Ltd, and Stanley Consultants, Inc. (the "Named OCP Insureds"). The coverage afforded the Named OCP Insureds by this insurance shall be primary insurance for the Named OCP Insureds. If the Named OCP 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 company's liability under this policy of insurance shall not be reduced by the existence of such other insurance. This policy of insurance shall be specifically endorsed to provide such primary coverage for Owner and Engineer. In addition to the submittal requirements of Section 4.2 above, Contractor shall furnish to Engineer one copy of a certificate of insurance for this Required Coverage.

4.4 Additional Coverages

The insurance coverages and limits required by Section 4.3 above shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance as required by Section 4.1 above or on Contractor's liability for losses and damages under this Contract. Contractor shall at all times carry such additional coverages and limits as may be necessary to fully comply with this Contract.

4.5 Subcontractor Insurance

Unless otherwise provided in the Special Conditions of Contract or unless otherwise approved by Owner in a Change Order, Contractor shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force Commercial General Liability insurance coverage equal to \$2,000,000 or the amount of its Subcontract, whichever is greater, and Workers' Compensation and Employer's Liability and Commercial Motor Vehicle Liability insurance coverages equal to those required of Contractor by this Article.

ARTICLE V PAYMENT

5.1 Progress Payments

A. General. Owner shall pay to Contractor in monthly installments, subject to any additions, deductions, or withholdings provided for in this Contract, 95 percent of the Value of the Work, determined in the manner set forth in

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Subsection 5.1C below, installed and complete up to the Day before the Pay Request, less the aggregate of all previous Progress Payments. Upon completion of 50 percent of the Work, Owner shall thereafter pay to Contractor no less than 95 percent of the Value of the Work, determined in the manner set forth in Subsection 5.1C below, installed and complete up to the Day before the Pay Request, less the aggregate of all previous Progress Payments, and thereafter the total amount of Progress Payments made prior to Final Acceptance by Owner shall be no less than 95 percent of the Contract Price.

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Engineer four (unless otherwise provided in the Specifications) originally executed copies of a request for payment in the form provided by Owner and accompanied by such supporting data and documentation as may be required by this Contract or by Owner or Engineer ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 Days following the Commencement of the Work. Owner may, by written notice to Contractor, designate a specific Day of each month on or before which Pay Requests must be submitted.

Pay Requests shall include the following minimum data and documentation, all of which shall be on forms supplied by, or otherwise acceptable to, Owner:

- (i) Contractor's certification of the Value of the Work for which payment is then requested. If such certification is accepted by Engineer, it shall constitute the Value of the Work for the purpose of determining the amount of the current Progress Payment. If such certification is not accepted by Engineer, and if Engineer and Contractor are unable to agree as to the Value of the Work in question, such value shall, for the purpose of determining the amount of the current Progress Payment, be determined by Engineer in accordance with Subsection 5.1C below.
- (ii) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.
- (iii) Contractor's Sworn Statement.
- (iv) Contractor's partial or final waiver of lien.
- (v) Subcontractors' and Suppliers' Sworn Statements.
- (vi) Subcontractors' and Suppliers' partial or final waivers of lien.
- (vii) Such other receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to Owner's satisfaction, Contractor's, and its Subcontractors' and Suppliers', entitlement to the Progress Payment being requested, prior payment for all labor, equipment, materials, supplies, and other things covered by the Pay

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Request; and the absence of any interest, whether in the nature of a Lien or otherwise, of any Person in the Work, the Work Site, or any other property belonging to, or being held by, Owner.

C. Value of Work. The Value of the Work shall be determined as follows:

1. Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract Agreement unless otherwise provided in the Specifications and, in all events, before submitting its first Pay Request, submit to Engineer a schedule showing the value of each component part of such Work, and the quantity of discrete units comprising such component part of the Work, in form and with substantiating data and documentation acceptable to Engineer ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for lump sum Work. Overhead and profit shall not be listed as separate items in the Breakdown Schedule. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Engineer. No payment shall be made for any lump sum Work until Contractor has submitted, and Engineer has approved, an acceptable Breakdown Schedule.

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

2. Unit Price Items. For all Work to be paid on a Unit Price basis, the value of such Work shall be determined by Engineer on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable unit price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis defined in the Contract Drawings and Specifications or, in the absence of such definition, on the basis determined by Engineer. For lump sum Unit Prices, Contractor shall submit, as and when required pursuant to Paragraph 5.1C1 above, a Breakdown Schedule for such lump sum Unit Price Items.

The number of units of Unit Price Items stated in the Schedule of Prices are Engineer's estimate only and shall not be used in establishing the Progress and Final Payments due Contractor. The Contract Price shall be adjusted, by a Balancing Change Order, to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

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D. Date of Payment. Contractor shall be paid no later than 45 Days following Owner's approval of each Pay Request, and the amount of the Progress Payment requested, at a meeting of Owner's governing body. Owner shall have no obligation to approve any Pay Request that is not in full compliance with the requirements of this Contract.

5.2 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Engineer, with a copy to Owner, and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with the requirements of this Contract ("Punch List Work"). Before giving its Notice of Completion, Contractor shall satisfy itself that the whole Work, and every part thereof, has been completed in full compliance with, and as required by or pursuant to, this Contract, that all defects, damage, flaws, and non-conformities have been corrected, and that the Work Site and adjacent areas are fully restored, clean, and in good order.

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed and tested to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract and the Work Site and adjacent areas shall have been fully restored, cleaned, and placed in good order and in at least the same condition as immediately prior to commencement of the Work. Upon receipt of Contractor's Notice of Completion and at a time mutually agreeable to Owner, Engineer, and Contractor, Engineer shall make a review of the Work and shall either notify Contractor in writing of all Punch List Work, if any, to be completed or corrected ("Punch List") and of the time, not later than the Completion Date, by which Contractor shall complete or correct all Punch List Work or, if the Work is complete in full compliance with, and as required by or pursuant to, this Contract and the Work Site and adjacent areas are fully restored, clean, and in good order and in at least the same condition as immediately prior to commencement of the Work, prepare and deliver to Owner a written recommendation that the Work be finally accepted. Following Contractor's completion or correction of all Punch List Work, Engineer shall make another review of the Work and shall either prepare and deliver to Contractor another Punch List or, if the Work is complete in full compliance with, and as required by or pursuant to, this Contract and the Work Site and adjacent areas are fully restored, clean, and in good order and in at least the same condition as immediately prior to commencement of the Work, prepare and deliver to Owner a written recommendation that the Work be finally accepted.

The failure of Engineer to list any item on a Punch List shall not relieve Contractor of its obligation to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

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Whenever any permit, license, site agreement, or other approval or authorization that may be required in connection with the Work requires that the Work within public or private property not owned by Owner be installed, and the property restored, to a condition satisfactory to such approving or authorizing Person, Contractor shall be responsible for obtaining a written acknowledgment of the acceptance of such Person in form satisfactory to Owner. Acceptance of any such acknowledgment by Owner shall be a precondition to Owner's final acceptance of the Work and shall not relieve Contractor of any of its obligations under this Contract to provide additional or other acknowledgments.

In the event more than two inspections and Punch Lists are required before Engineer is prepared to deliver to Owner its written recommendation that the Work be finally accepted, Contractor shall be charged the total cost incurred by Engineer for all subsequent inspections and the preparation of such additional Punch Lists. If the amount due Contractor is not sufficient to cover such costs, Contractor shall reimburse Owner for such costs upon demand.

Upon being satisfied that the Work and Work Site are ready for final acceptance pursuant to the requirements of this Contract, Owner shall issue its written notice of final acceptance of the Work to Contractor ("Final Acceptance").

C. Final Payment. As soon as practicable, but not more than 60 Days, after Final Acceptance, Contractor shall submit to Engineer four originally executed copies of a Pay Request requesting Final Payment ("Final Pay Request") for Engineer's review and recommendation of appropriate payment. Owner shall pay to Contractor the balance of the Contract Price, as determined by Engineer, after deducting therefrom all charges against Contractor as provided for in this Contract and all amounts, if any, to be retained under the Special Conditions of Contract ("Final Payment"). Final Payment shall be made not later than 15 Days after the expiration of the time within which claims for labor performed or equipment, materials, or supplies provided must be filed under any applicable Law pertaining to Liens, or the expiration of 30 Days after Owner approves the Final Pay Request, whichever is later; provided, however, that Owner shall not be obligated to make Final Payment unless and until Contractor has submitted and has caused its Subcontractors and Suppliers to submit all required data and documentation to Owner and all such data and documentation is complete and in proper form.

5.3 Title to Work and Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

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B. Waivers of Lien. Contractor shall, from time to time, at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no liens against the Work or the public funds held by Owner exist in favor of any Person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any Person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed for or by reason of any equipment, materials, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien, or, if permitted by Owner, furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against such Lien. The Work is subject to the provisions of the Illinois Mechanics Lien Act, specifically, 770 ILCS 60/23.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest or entitlement in any Subcontractor or Supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.4 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of Subcontractors, Suppliers, or other Persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) reasonable doubt that this Contract can be completed for the balance of the Contract Price then unpaid; (9) reasonable doubt that the balance of the Contract Price then unpaid is not adequate to cover actual or liquidated damages, if any; (10) failure of Contractor to properly complete or document any Pay Request; (11) any other failure of Contractor to perform any of its obligations under this Contract; (12) the cost to Owner, including attorneys' fees and administrative expenses, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.6 of these General Conditions of Contract; or (13) engineering and inspection charges imposed pursuant to

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Subsection 1.3F, Section 1.13, or Subsection 5.2B of these General Conditions of Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.4A above until Contractor shall have either performed the obligation or obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

5.5 Application of Payments

All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and not to any preexisting or unrelated debt between Contractor and Owner or between Contractor and any other Person.

5.6 Work Entire

This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

ARTICLE VI DISPUTES AND REMEDIES

6.1 Notice of Dispute

If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner or Engineer ("Disputed Decision"), Contractor may, immediately upon receiving any such Disputed Decision, notify Engineer in writing, with a copy to Owner, of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof ("Notice of Dispute"); provided, however, that Contractor shall, nevertheless proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner or Engineer without regard to such dispute or objection and such Notice of Dispute. Unless Contractor so notifies Engineer not later than two business days after receipt of such Disputed Decision, and, whenever feasible, prior to taking any action based upon such Disputed Decision, Contractor shall be conclusively deemed (1) to have agreed to and accepted such Disputed Decision as being fair, reasonable, and finally determinative of Contractor's obligations and rights under this Contract; (2) to have waived all grounds for dispute of or

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objection to such Disputed Decision; and (3) to have waived all claims for damages and equitable adjustments to the Contract Price and Contract Time based on such Disputed Decision.

6.2 Negotiation of Disputed Decisions

To avoid and settle without litigation any Disputed Decision, Owner and Contractor agree to engage in good faith negotiations as provided in this Section. Within three business days after Engineer's receipt of any Notice of Dispute, Engineer shall deliver to Contractor, with a copy to Owner, Engineer's preliminary written response either rejecting Contractor's claim, recommending to Owner approval of Contractor's claim, suggesting a compromise of Contractor's claim, or requesting additional information. Within three business days after Contractor's receipt of Engineer's preliminary written response, Contractor shall deliver to Engineer any additional information requested and notify Engineer whether Contractor is withdrawing, modifying or reaffirming its Notice of Dispute. Within three business days after Engineer's receipt of Contractor's reply, a conference among Owner, Engineer, and Contractor shall be held to resolve the dispute.

6.3 Owner's Final Decision

Within three business days after the end of the conference required pursuant to Section 6.2 above, Engineer shall deliver to Contractor Owner's final written decision.

6.4 Contractor's Final Demand

If Contractor objects to Owner's final decision, Contractor shall, within three business days of the receipt thereof, give Owner written notice of such objection and shall, in such notice, state its final demand for settlement of the Disputed Decision. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.5 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.4 above, or to otherwise resolve the Disputed Decision which is the subject of such demand to the satisfaction of Contractor, within 15 Days following receipt of such demand, Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity; provided, however, that Contractor agrees that its compliance with the dispute resolution procedures set out in Sections 6.1 through 6.4 above shall be a condition precedent to the initiation of any legal action concerning any matter subject to the provisions of said Sections; and provided further, however, that Contractor agrees that any claim for an equitable adjustment in the Contract Price or Contract Time or both, as the case may be, shall be conditioned upon Contractor having first complied with the procedures set out in Section 2.5 of these General Conditions of Contract and shall in no event exceed, and shall be

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further limited to, the amount of equitable adjustment in the Contract Price or Contract Time or both, as the case may be, included in Contractor's written request submitted in accordance with Section 2.5 of these General Conditions of Contract.

6.6 Owner's Remedies

A. Events of Default. Each of the following acts or omissions of Contractor shall be a default by Contractor of its obligations under this Contract ("Event of Default") and the occurrence or existence of any such Event of Default shall entitle Owner to invoke any or all of the remedies set forth in Subsection 6.6B below:

1. Contractor's initiation of, acquiescence in, or failure to have withdrawn any voluntary or involuntary petition in bankruptcy or for reorganization or for relief from its creditors or for any similar relief.
2. Contractor's initiation of, acquiescence in, or failure to have withdrawn any action or agreement for the appointment of a receiver for its business or any of its property.
3. Contractor being or becoming insolvent, making a general assignment for the benefit of creditors, or assigning its right to any or all payments due under this Contract or to any part of the Work.
4. Contractor's failure or refusal to pay any of its debts as they come due, including failure to pay when due any money owed to any Subcontractor or Supplier.
5. Contractor's failure, refusal, or delay to prosecute the Work, or any part thereof, diligently at a rate that assures completion of the Work in full compliance with, and as required by or pursuant to, this Contract on or before the Completion Date.
6. Contractor's failure, refusal, or delay to provide, perform, and complete the Work, or any part thereof, free from defects, damage, and flaws; in strict conformity to the requirements of this Contract; and in a manner suitable for its intended purposes.
7. Contractor falsely making, or being found to have falsely made, any representation or warranty in any Bidding Document or in or pursuant to this Contract.
8. Contractor executing the Work in bad faith.
9. Contractor's failure, refusal, or delay to perform, to satisfy, or to be in full compliance with, any other material requirement of this Contract.

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B. Owner's Remedies for Contractor's Default. If it should appear at any time prior to Final Payment, whether as a result of any inspection or test or otherwise, that an Event of Default has occurred or is in existence, and if Contractor should fail to cure and eliminate such Event of Default within five business days after Contractor's receipt of Owner's written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 6.6B1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all Subcontracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such Subcontracts for any Work provided or performed prior to such assignment.

GENERAL CONDITIONS

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

C. Owner's Special Remedy for Delay. If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Subsection 6.6B above or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each Day completion of the Work is delayed beyond the Completion Date computed on the basis of a per diem charge of \$5,000.00 per Day, as well as any additional damages caused by such delay or any liquidated damages provided for in the Special Conditions of Contract. Notwithstanding an election made pursuant to this Subsection, Owner may thereafter exercise any of its remedies under Subsection 6.6B above if Owner at any time is not, in Owner's opinion, adequately assured of prompt completion of the Work.

D. Remedies Cumulative. Each of the remedies listed in this Section shall be deemed to be cumulative of all other remedies listed in this Section or elsewhere in this Contract and to exist in addition to every other such remedy and in addition to all other remedies provided by law or equity.

E. Provisions Exemplary. Any reference in this Contract to Owner's right to invoke the remedies of this Section are not intended to be, nor shall they be construed to be, an exclusive listing of the circumstances under which these remedies may be exercised, but rather they are intended to be only exemplary.

F. Termination or Suspension Deemed for Convenience. Any termination or suspension of Contractor's rights under this Section 6.6 for an alleged Event of Default that is ultimately held unjustified shall be deemed a termination or suspension for the convenience of Owner under Section 1.12 of these General Conditions of Contract.

ARTICLE VII DEFINITIONS

7.1 Defined Terms

A. Addendum. Any written or graphic instrument issued prior to the execution of this Contract, dated and signed by Owner or Engineer, that modifies, interprets, or corrects the Bidding Documents or this Contract.

GENERAL CONDITIONS

B. Additional Insureds. The Persons identified in Section 4 of the Special Conditions of Contract.

C. Approved Rate. See Paragraph 2.3A3 of these General Conditions of Contract.

D. Approved Schedule. See Paragraph 1.1B2 of these General Conditions of Contract.

E. Balancing Change Order. See Paragraph 5.1C2 of these General Conditions of Contract.

F. Bid Package. The bound set of documents based upon which Owner solicited proposals for this Contract, consisting of the Bidding Documents and this Contract.

G. Bidder's Proposal. The proposal to enter into this Contract, completed and executed by Contractor, and based upon which this Contract was awarded by Owner to Contractor.

H. Bidding Documents. The documents incorporated by reference in Section 3 of the Invitation for Bidder's Proposals and included in the Bid Package.

I. Bond. Performance Bond, Labor and Material Payment Bond, and any other instrument of security, furnished, or required by this Contract to be furnished, by Contractor or its surety or sureties.

J. Breakdown Schedule. See Paragraph 5.1C1 of these General Conditions of Contract.

K. Change Order. A written order to Contractor executed by Owner authorizing or directing a change in this Contract; an addition to, deletion from, or revision in the Work or the Work Site; or an equitable adjustment in the Contract Price or the Contract Time.

L. Commencement Date. The date set forth in Section 2.1 of the Contract Agreement.

M. Completion Date. The date set forth in Section 2.2 of the Contract Agreement.

N. Contract. The Contract Agreement and all Contract Documents.

O. Contract Agreement. The contract agreement executed by Owner and Contractor.

GENERAL CONDITIONS

P. Contract Documents. The documents listed in Section 1.2 of the Contract Agreement.

Q. Contract Drawings. All (i) drawings furnished with the Invitation for Bidder's Proposals, (ii) supplementary drawings furnished to clarify and to define in greater detail the intent of the drawings and specifications furnished with the Invitation for Bidder's Proposals, (iii) drawings submitted by Contractor to Engineer pursuant to this Contract and reviewed and stamped by Engineer with no exception noted or an equivalent notation, and (iv) drawings submitted to Contractor by Engineer during the progress of the Work as provided for in this Contract.

R. Contract Price. 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 for in the Contract Drawings and Specifications, the Unit Price for such Unit Price Item stated in the Schedule of Prices, subject to any additions or deductions provided for in this Contract.

S. Contract Time. The period of time allowed, including the Commencement Date and Completion Date, pursuant to Article II of the Contract Agreement for Contractor to provide, perform, and complete the Work, as such period of time may be modified by Change Order.

T. Contractor. See Subparagraph 1.3A2(a) of the Contract Agreement.

U. Day. Except where otherwise expressly defined, a calendar day of 24 hours, measured from midnight to the next midnight.

V. Decreased Work. See Subsection 2.3B of these General Conditions of Contract.

W. Disputed Decision. See Section 6.1 of these General Conditions of Contract.

X. Engineer. See Subparagraph 1.3A2(b) of the Contract Agreement.

Y. Event of Default. See Section 6.6 of these General Conditions of Contract.

Z. Final Acceptance. See Subsection 5.2B of these General Conditions of Contract.

AA. Final Pay Request. See Subsection 5.2C of these General Conditions of Contract.

BB. Final Payment. See Subsection 5.2C of these General Conditions of Contract.

GENERAL CONDITIONS

CC. General Instructions to Bidders. The instructions to bidders included in the Bid Package.

DD. Increased Work. See Subsection 2.3A of these General Conditions of Contract.

EE. Invitation for Bidder's Proposal. The invitation for bidder's proposals included in the Bid Package and by which Owner invited proposals to enter into this Contract.

FF. Laws. All laws, statutes, ordinances, regulations, orders, decrees and other legal requirements, whether federal, state or local existing on or after the date of execution of this Contract.

GG. Lien. See Subsection 5.3B of these General Conditions of Contract.

HH. Notice of Completion. See Subsection 5.2A of these General Conditions of Contract.

II. Notice of Dispute. See Section 6.1 of these General Conditions of Contract.

JJ. Overtime Work. See Section 1.13 of these General Conditions of Contract.

KK. Owner. See Subparagraph 1.3A2(c) of the Contract Agreement.

LL. Pay Request. See Subsection 5.1B of these General Conditions of Contract.

MM. Person. Any corporation, partnership, individual, joint venture, trust, estate, association, business, enterprise, proprietorship or other legal entity of any kind, either public or private, and any legal successor, agent, representative or authorized assign of the above.

NN. Price Proposal. The total compensation proposed to be accepted by Contractor for the Work in the Bidder's Proposal and from which the Contract Price is derived.

OO. Progress Payment. The monthly installment payment to be made by Owner to Contractor in accordance with, and subject to the terms and conditions set forth in, Article V of these General Conditions of Contract.

PP. Punch List. See Subsection 5.2B of these General Conditions of Contract.

GENERAL CONDITIONS

QQ. Punch List Work. See Subsection 5.2A of these General Conditions of Contract.

RR. Required Coverages. See Section 4.1 of these General Conditions of Contract.

SS. Required Submittals. See Subsection 1.3A of these General Conditions of Contract.

TT. Specifications. All (i) specifications furnished with the Invitation for Bidder's Proposals, (ii) supplementary specifications furnished to clarify and to define in greater detail the intent of the drawings and specifications furnished with the Invitation for Bidder's Proposals, (iii) specifications submitted pursuant to this Contract by Contractor to Engineer and reviewed and stamped by Engineer with no exception noted or an equivalent notation, and (iv) specifications submitted to Contractor during the progress of the Work as provided for in this Contract. Unless otherwise noted, the term "Specifications" as used in this Contract shall not refer to any other standard specifications.

UU. Subcontract. Any written or oral contract between Contractor and a Subcontractor or Supplier.

VV. Subcontractor. Any Person, other than Contractor, that provides, performs or completes any part of the Work at the Work Site, and the duly authorized officers, employees, agents, and representatives of any such Person.

WW. Substantial Completion. Final Acceptance, as defined in Subsection 5.2B of these General Conditions of Contract.

XX. Supplier. Any Person, other than Contractor, that supplies equipment, materials or supplies for the Work, including that fabricated to a special design, but that does not provide or perform labor at the Work Site, and the duly authorized officers, employees, agents, and representatives of any such Person.

YY. Unit Price. The price set forth in the Schedule of Prices to be paid for each acceptable unit of each Unit Price Item, if any, installed and complete in place, measured on the basis provided for in the Contract Drawings and Specifications.

ZZ. Unit Price Items. The items set forth in the Schedule of Prices, if any, to be paid for on a Unit Price basis.

AAA. Value of the Work. The value of the Work, determined in accordance with Subsection 5.1C of these General Conditions of Contract, for purposes of determining the then current amount of any Progress Payment to be made by Owner under this Contract.

BBB. Work. See Subparagraph 1.3A2(d) of the Contract Agreement.

GENERAL CONDITIONS

CCC. Work Site. See Subparagraph 1.3A2(e) of the Contract Agreement.

7.2 Word Usage

A. Tense and Form. Words used or defined in one tense or form shall include other tenses and derivative forms.

B. Number. Words in the singular number shall include the plural number, and words in the plural number shall include the singular number.

C. Shall and May. The word “shall” is mandatory. The word “may” is permissive.

D. Subjective Standards. Whenever in this Contract the terms “as ordered,” “as directed,” “as required,” “as allowed,” “as approved,” or terms of like effect or import, or the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” or “satisfactory,” or adjectives of like effect or import, are used to describe a requirement, direction, review, or judgment of Owner or Engineer as to the Work, it is intended that such requirement, direction, review, or judgment shall be solely to evaluate the Work for compliance with this Contract, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with the requirements of this Contract, and shall not be regarded as any assumption of risk or liability by Owner or Engineer.

E. Headings. In case of any difference of meaning or implication between any provision of this Contract and any heading, the Contract provision shall control and no heading shall be construed to limit the scope or intent of any provision of this Contract.

DuPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
CONTRACT FW-1/25 SECTION 4

SPECIAL CONDITIONS OF CONTRACT

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1.	Scheduling.....	1
2.	Special Financial Assurances.....	1

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
CONTRACT FW-1/25 SECTION 4

SPECIAL CONDITIONS OF CONTRACT

1. Scheduling

A. See Section 01 11 00 – SUMMARY OF WORK and Drawings.

2. Special Financial Assurances

A. Additional Insureds/Indemnities. As provided in Subsection 4.2B and Section 4.3 of the Contract Agreement, the following Persons, including the elected and appointed officers, agents, employees, and officials of said Persons (the “Additional Insureds”) shall be named as additional insureds on the Commercial General Liability insurance required pursuant to this Contract, and the hold harmless and indemnification protection specified in Section 4.3 of the Contract Agreement shall be extended to such Additional Insureds as third-party beneficiaries thereof:

1. County of Kendall
2. Village of Oswego
3. Village of Montgomery
4. United City of Yorkville
5. Oswego Township
6. Bristol Township
7. Kendall County Highway Authority
8. Lockwood, Andrews and Newnam, Inc.
9. Robinson Engineering, Ltd.
10. Stanley Consultants, Inc.
11. Burns & McDonnell Engineering Company, Inc.
12. Geocon Professional Services
13. Commonwealth Edison Company

DUPAGE WATER COMMISSION

CONTRACT FOR THE CONSTRUCTION OF

CONTRACT FW-1/25 SECTION 4

LIST OF CONTRACT DRAWINGS

GENERAL

<u>SHEET NO.</u>	<u>DRAWING NO.</u>	<u>DRAWING TITLE</u>
001	G-001	COVER SHEET
002	G-002	SHEET INDEX
003	G-003	SEALS AND SIGNATURES
004	G-004	GENERAL NOTES SHEET 1 OF 2
005	G-005	GENERAL NOTES SHEET 2 OF 2
006	G-006	LEGEND AND ABBREVIATIONS
007	G-007	PROJECT LOCATION MAP
008	G-008	KEY MAP
009	G-009	HORIZONTAL ALIGNMENT CONTROL COMED CORRIDOR
010	G-010	HORIZONTAL ALIGNMENT CONTROL ORCHARD RD, GALENA RD, AND TUSCANY TRL

CIVIL

<u>SHEET NO.</u>	<u>DRAWING NO.</u>	<u>DRAWING TITLE</u>
011	C-101	COMED CORRIDOR WATER TRANSMISSION MAIN PLAN & PROFILE STA 0+00 TO STA 11+00
012	C-102	COMED CORRIDOR WATER TRANSMISSION MAIN PLAN & PROFILE STA 11+00 TO STA 23+00
013	C-103	COMED CORRIDOR WATER TRANSMISSION MAIN PLAN & PROFILE STA 23+00 TO STA 35+00
014	C-104	COMED CORRIDOR WATER TRANSMISSION MAIN PLAN & PROFILE STA 35+00 TO STA 45+00
015	C-105	COMED CORRIDOR WATER TRANSMISSION MAIN PLAN & PROFILE STA 45+00 TO STA 50+00
016	C-106	ORCHARD ROAD WATER TRANSMISSION MAIN PLAN & PROFILE STA 0+00 TO STA 11+00
017	C-107	ORCHARD ROAD WATER TRANSMISSION MAIN PLAN & PROFILE STA 11+00 TO STA 23+00
018	C-108	ORCHARD ROAD WATER TRANSMISSION MAIN PLAN & PROFILE STA 23+00 TO STA 35+00
019	C-109	ORCHARD ROAD/ GALENA ROAD WATER TRANSMISSION MAIN PLAN & PROFILE STA 35+00 TO STA 42+00
020	C-110	GALENA ROAD WATER TRANSMISSION MAIN PLAN & PROFILE STA 42+00 TO STA 51+05
021	C-111	TUSCANY TRAIL WATER TRANSMISSION MAIN PLAN & PROFILE STA 0+00 TO STA 4+00
022	C-112	TUSCANY TRAIL WATER TRANSMISSION MAIN PLAN & PROFILE STA 4+00 TO STA 13+05
023	C-501	WATER TRANSMISSION MAIN DETAILS SHEET 1 OF 7
024	C-502	WATER TRANSMISSION MAIN DETAILS SHEET 2 OF 7
025	C-503	WATER TRANSMISSION MAIN DETAILS SHEET 3 OF 7

CONTRACT DRAWINGS

026	C-504	WATER TRANSMISSION MAIN DETAILS SHEET 4 OF 7
027	C-505	WATER TRANSMISSION MAIN DETAILS SHEET 5 OF 7
028	C-506	WATER TRANSMISSION MAIN DETAILS SHEET 6 OF 7
029	C-507	WATER TRANSMISSION MAIN DETAILS SHEET 7 OF 7

ROADWAY RESTORATION

<u>SHEET NO.</u>	<u>DRAWING NO.</u>	<u>DRAWING TITLE</u>
030	R-001	TUSCANY TRAIL TYPICAL CROSS SECTIONS SHEET 1 OF 1
031	R-101	TUSCANY TRAIL/LEHMAN CROSSING PROPOSED PLAN
032	R-102	TUSCANY TRAIL PAVEMENT MARKING PLAN
033	R-501	ROADWAY DETAILS SHEET 1 OF 2
034	R-502	ROADWAY DETAILS SHEET 2 OF 2

EROSION CONTROL PLANS

<u>SHEET NO.</u>	<u>DRAWING NO.</u>	<u>DRAWING TITLE</u>
035	EC-101	EROSION CONTROL COMED CORRIDOR PLANS STA 0+00 TO STA 23+00
036	EC-102	EROSION CONTROL COMED CORRIDOR PLANS STA 23+00 TO STA 45+00
037	EC-103	EROSION CONTROL COMED CORRIDOR PLAN STA 45+00 TO STA 50+00
038	EC-104	EROSION CONTROL ORCHARD ROAD PLANS STA 0+00 TO STA 23+00
039	EC-105	EROSION CONTROL ORCHARD ROAD/ GALENA ROAD PLANS STA 23+00 TO STA 42+00
040	EC-106	EROSION CONTROL GALENA ROAD PLAN STA 42+00 TO STA 50+90
041	EC-107	EROSION CONTROL TUSCANY TRAIL PLANS STA 0+00 TO STA 13+05
042	EC-501	EROSION CONTROL DETAILS SHEET 1 OF 2
043	EC-502	EROSION CONTROL DETAILS SHEET 2 OF 2

MAINTENANCE OF TRAFFIC

<u>SHEET NO.</u>	<u>DRAWING NO.</u>	<u>DRAWING TITLE</u>
044	MOT-000	SUGGESTED TRAFFIC CONTROL STAGING NOTES & TYPICAL CROSS SECTIONS
045	MOT-001	TUSCANY TRAIL DETOUR PLAN
046	MOT-501	MAINTENANCE OF TRAFFIC DETAILS SHEET 1 OF 6
047	MOT-502	MAINTENANCE OF TRAFFIC DETAILS SHEET 2 OF 6
048	MOT-503	MAINTENANCE OF TRAFFIC DETAILS SHEET 3 OF 6
049	MOT-504	MAINTENANCE OF TRAFFIC DETAILS SHEET 4 OF 6
050	MOT-505	MAINTENANCE OF TRAFFIC DETAILS SHEET 5 OF 6
051	MOT-506	MAINTENANCE OF TRAFFIC DETAILS SHEET 6 OF 6

CATHODIC PROTECTION

<u>SHEET NO.</u>	<u>DRAWING NO.</u>	<u>DRAWING TITLE</u>
052	CP-501	CATHODIC PROTECTION DETAILS SHEET 1 OF 5
053	CP-502	CATHODIC PROTECTION DETAILS SHEET 2 OF 5
054	CP-503	CATHODIC PROTECTION DETAILS SHEET 3 OF 5
055	CP-504	CATHODIC PROTECTION DETAILS SHEET 4 OF 5

CONTRACT DRAWINGS

056	CP-505	CATHODIC PROTECTION DETAILS SHEET 5 OF 5
GEOTECHNICAL		
<u>SHEET NO.</u>	<u>DRAWING NO.</u>	<u>DRAWING TITLE</u>
057	B-001	GEOTECHNICAL BORING LOGS SHEET 1 OF 4
058	B-002	GEOTECHNICAL BORING LOGS SHEET 2 OF 4
059	B-003	GEOTECHNICAL BORING LOGS SHEET 3 OF 4
060	B-004	GEOTECHNICAL BORING LOGS SHEET 4 OF 4

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
CONTRACT FW-1/25 SECTION 4

SPECIFICATIONS

SEE VOLUME II

DuPAGE WATER COMMISSION

CONTRACT FOR THE CONSTRUCTION OF

CONTRACT FW-1/25 SECTION 4

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that **[FULL NAME, ADDRESS AND ORGANIZATION OF CONTRACTOR]**, as Principal, hereinafter called Contractor, and **[FULL NAME AND ADDRESS OF SURETY]**, as Surety, a corporation organized and existing under the laws of the State of **[INCORPORATION]**, hereinafter called Surety, are held and firmly bound unto the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, as Obligee, hereinafter called Owner, in the full and just sum of **[CONTRACT PRICE]** Dollars (\$**[CONTRACT PRICE]**), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated **[DATE OF CONTRACT AGREEMENT]**, with Owner entitled "Contract Agreement Between DuPage Water Commission and **[CONTRACTOR'S NAME]** for the Construction of *Contract FW-1/25 Section 4* (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the design, if any, construction, and installation of the *Contract FW-1/25 Section 4*, together with related attachments, equipment, and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds and certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; (6) comply

PERFORMANCE BOND

with its obligation to pay not less than the prevailing rate of wages and otherwise comply with the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*; and (7) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that 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 said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method 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 in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

Notwithstanding anything herein to the contrary, Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to faithfully fulfill the prevailing wage requirements of the Contract.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract.

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

PERFORMANCE BOND

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators, or successors of Owner.

Signed and sealed this ____ day of _____, 20____.

Attest/Witness: PRINCIPAL: ***[NAME OF CONTRACTOR]***

By: _____ By: _____
***[NAME OF CONTRACTOR'S
EXECUTING OFFICER]***

Title: _____ Title: ***[TITLE OF CONTRACTOR'S
EXECUTING OFFICER]***

Attest/Witness: SURETY: ***[NAME OF SURETY]***

By: _____ By: _____

Title: _____ Title: _____

Telephone: _____

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

DuPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
CONTRACT FW-1/25 SECTION 4

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that ***[FULL NAME, ADDRESS AND ORGANIZATION OF CONTRACTOR]***, as Principal, hereinafter called Contractor, and ***[FULL NAME AND ADDRESS OF SURETY]***, as Surety, a corporation organized and existing under the laws of the State of ***[INCORPORATION]***, hereinafter called Surety, are held and firmly bound unto the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of ***[CONTRACT PRICE]*** Dollars (\$***[CONTRACT PRICE]***), to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated ***[DATE OF CONTRACT AGREEMENT]***, with Owner entitled "Contract Agreement Between DuPage Water Commission and ***[CONTRACTOR'S NAME]*** for the Construction of *Contract FW-1/25 Section 4* (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform, and complete at the Work Site and in the manner specified in the 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 design, if any, construction, and installation of the *Contract FW-1/25 Section 4*, together with related attachments, equipment, and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds and certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; (6) comply with its obligation to pay not less than the prevailing rate of wages and otherwise comply with the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*; and (7) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work

enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of, or service or repairs on, machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Notwithstanding anything herein to the contrary, Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to faithfully fulfill the prevailing wage requirements of the Contract.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method 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 in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this ____ day of _____, 20____.

Attest/Witness:

PRINCIPAL: ***[NAME OF CONTRACTOR]***

By: _____

By: _____
***[NAME OF CONTRACTOR'S
EXECUTING OFFICER]***

Title: _____

Title: ***[TITLE OF CONTRACTOR'S
EXECUTING OFFICER]***

Attest/Witness:

SURETY: ***[NAME OF SURETY]***

By: _____

By: _____

Title: _____

Title: _____

Telephone: _____

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

DuPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
CONTRACT FW-1/25 SECTION 4

MAINTENANCE/WARRANTY BOND

Know ALL MEN BY THESE PRESENTS. That we _____
as Principal, and ___, as Surety, are held and firmly bound unto
_____, State of Illinois as Oblige, in the penal sum of
_____ (\$_____) to which
payment well and truly to be made we do bind ourselves, our and each of our heirs,
executors, administrators, successors, and assigns jointly and severally, firmly by
these presents.

WHEREAS, the said Principal entered into a Contract with the
_____, State of Illinois _____ dated
_____ for _____

WHEREAS, said Contract provides that the Principal will furnish a Bond conditioned
to guarantee for the period of _____ year(s) after approval of the final
payment on said job, by the Owner, against all defects in workmanship and materials
which may become apparent during said period, and

WHEREAS, the said Contract has been completed, and was approved on the
_____ day of _____, 20_____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the
Principal shall indemnify the Oblige for all loss that the Oblige may sustain by reason
of any defective materials or workmanship which becomes apparent during the period
of _____ year(s) from _____ and _____ after
_____ then this obligation shall be void,
otherwise to remain in full force and effect.

SIGNED, SEALED, AND DATED

_____(L.S.)

_____(L.S.)

_____(L.S.)

Principal(s)

[Surety Name]

by _____
 , Attorney-in-Fact

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
CONTRACT FW-1/25 SECTION 4
ADDENDA NO. 1



Resolution #: R-62-26

Account: 01-60-771000

Approvals: *Author / Manager / Finance / Admin*

MW RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 8/13/2026

Description: **A Resolution Authorizing High-Lift Pump Control Valve Repair Services from a Sole Source Provider**

Agenda Section: Engineering & Construction

Originating Department: Operations & Instrumentation

At the time of initial construction circa 1988, each of the nine DuPage Pump Station (DPPS) High-Lift Pumps (HLP) were equipped with an identical 30-inch Allis-Chalmers hydraulically operated cone style valve to develop and regulate necessary pumping discharge head pressure when initiating operator start-up command to an HLP.

Each of the nine identical cone valves has been operating since 1990 and are due for refurbishment. Previously, under R-2-24, R-68-25, R-90-25, R-23-26 and R-52-26 the Board authorized five of nine programmed cone valve refurbishments. Staff are now seeking authorization, under R-62-26, the sixth of nine such cone valve refurbishments at an estimated expense of \$150,000. This expense is included in the approved FY-26/27 Management Budget

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

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

Recommended Motion: To approve Resolution No. R-62-26

DuPAGE WATER COMMISSION

RESOLUTION NO. R-62-26

A RESOLUTION AUTHORIZING THE PURCHASE OF REFURBISHMENT
SERVICES FOR A HIGH-LIFT PUMP CONTROL VALVE FROM SOLE SOURCE PROVIDERS

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

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

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

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

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

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

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

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

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

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

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2026/R-62-26docx

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

Date	3/5/26
Payment	Net 30 Days
Taxes	None
FOB Point	destination

Qty	Unit	A/C Part#	Description	Price Each	\$ Amount
1	ea		30"-125 Allis-Chalmers Rotovalve Rebuild with new 14"x18" Hydraulic Cylinder	139550.00	139,550.00

\$139,550.00



Date: March 5, 2026

To: DuPage Water Commission

Reference: Sole Source Letter

To whom it may concern,

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

Contact Information:

American Cone Valve, Inc.

Justin Ross

5166 Commerce Drive

York, PA 17408

(717)792-3492 Ext.101

(717)515-2984 (cell)

Sincerely,

A grey rectangular box redacting the signature of Justin Ross.

Justin Ross

President

American Cone Valve, Inc.

A/C Service and Repair, Inc.



Resolution #: R-63-26

Account: 01-60-628000

Approvals: Author / Manager / Finance / Admin

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 8/13/2026

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

Agenda Section: Engineering & Construction

Originating Department: Operations & Instrumentation

The DuPage Pumping Station facility is equipped with nine (9) high-lift split-case centrifugal pumps with the capability of adding a 10th pump. Each pump and motor power is supplied by 4160V Medium Voltage Starters commonly referred to as MCC-A and MCC-B. The 4160V starters have been operating uninterrupted since 1992 except for spot maintenance activities or rehabilitation as needs have occurred including the partial replacement of original monitoring and control devices and wiring within each MCC in 1997. Over the course of time, certain control, monitoring and protective devices have reached their end of life and are no longer replaceable in-kind or maintainable in their current form.

The Commission sought proposals (RFP) from qualified consultants under existing Commission/Consultant Master Services Agreements, to conduct performance evaluations of the Motor Control Center controls, monitoring devices, protective devices, and to provide recommended improvement strategies including potential device replacement or upgrades.

The Commission received three proposals and reviewed each for project understanding and project approach. All consultants being considered equal as far as project understanding, Staff further evaluated each for project approach and cost. The results are listed below.

CDM Smith	182 hours	\$48,120
Donohue and Associates	95 hours	\$23,320
GWV Engineers	513 hours	\$114,525

Based on qualifications, project approach and cost, Staff is recommending authorization of the General Manager to execute Task Order No. 02 with Donohue and Associates at a cost not-to-exceed \$23,320.

Recommended Motion:

To adopt Resolution R-63-26

DUPAGE WATER COMMISSION

RESOLUTION NO. R-63-26

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

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

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

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

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

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

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

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

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

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2026/R-63-26.docx

EXHIBIT 1

Donohue and Associates Task Order No. 02

TASK ORDER NO. 02

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services, Dated May 16, 2013, Owner and Consultant agree as follows:

1. **Project:**

Conduct performance evaluations of the DuPage Pumping Station's High-Lift Pump (HLP) Motor Control Centers A and B and recommend improvement strategies such as HLP monitoring and control device rehabilitation or replacement needed to meet the Commission's long-term goals ("The Work"), located in Cook County, Illinois, based upon the Donohue and Associates, Inc. proposal dated July 16, 2026.

2. **Services of Consultant:**

A. Basic Services:

Task 1 – Develop Reference Information

- Workshop 1 – Kick-off Meeting, Request for Information and Develop Constraints
 - Review Record Drawings
 - Review of Previous Studies
 - Review of Power System Studies
 - Review Equipment Operation and Maintenance Records
 - Review of SCADA Standards and MCC and HLP I/O list
 - Provide Minutes to Document Key Decisions, Directions and Follow-Up Items

Task 2 – Existing Facility and Site Info, Analysis

- Conduct Site Visit
 - Interview Owner's Staff
 - Evaluate Monitoring and Control Devices
 - Evaluate Relay technologies
 - Evaluate Rehabilitation vs. Replacement
 - Evaluate construction phasing and operational constraints

Task 2.3 – Draft Report Submittal and Review with Owner

- Workshop 2 – Provide Summary of Evaluation and Analysis
 - Submit Recommendations
 - Submit Prioritized Improvements
 - Submit Cost Estimates
 - Submit Phasing Plan and Schedule
 - Provide Minutes to Document Key Decisions, Directions and Follow-Up Items

Task 3 – Final Report Review and Submittal to Owner

- Workshop 3 – Final Report Review
 - Incorporate Owner's Final Comments
 - Provide Minutes to Document Key Decisions, Directions and Follow-Up Items
 - Submit Final Report

B. Additional Services: None

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

None

4. **Commencement Date:**

Effective Date of This Task Order

5. **Project Schedule:**

Task 1: 14 Calendar Days after Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

Task 2: 30 Calendar Days After Completion of Task 1 plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

Task 2.3: 14 Calendar Days After Completion of Task 2 plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

Task 3: 14 Calendar Days After Completion of Task 2.3 plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

To Be Determined

7. **Key Project Personnel:**

Jay Bielanski, PE

8. **Contract Price:**

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

<u>Phase</u>	<u>Cost Factor</u>	<u>Not to Exceed</u>
Basic Services (All Tasks)	3.0	\$23,320.00
Total All Services		\$23,320.00

9. **Payments:**

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

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

10. **Modifications to Contract:**

None

11. **Attachments:**

None

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

The Effective Date of this Task Order August 21, 2026.

DuPAGE WATER COMMISSION

By: _____

Paul D. May, P.E.
General Manager

DWC DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Chris Bostick

Title: Manager of Water Operations

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

E-mail Address: bostick@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

DONOHUE AND ASSOCIATES, INC.

By: _____

Eric P. Cockerill, PE, BCEE
Principal-in-Charge

DONOHUE and ASSOCIATES DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jay T. Bielanski, PE

Title: Project Manager

Address: 1755 Park Street, Suite 310, Naperville IL 60563

E-mail Address: jbielanski@donohue-associates.com

Phone: (630) 687-8041



Resolution #: R-67-26

Account: 01-60-772500 (Source Water)

Approvals: *Author / Manager / Finance / Admin*

PDM - - PDM

REQUEST FOR BOARD ACTION

Date: 8/11/2026

Description: **A Resolution authorizing staff to solicit proposals for Lake Michigan Regional Source Water Initiative Program Management**

Agenda Section: Engineering & Construction

Originating Department: Administration

The DWC Source Water Initiative continues to advance and will be approaching decision points in the next several months. The purpose of this memo is to describe the recommendation regarding solicitation and selection of a Program Management Firm.

Utilization of a Program Management Firm is conventional for large regional projects of this scale and scope, and is frequently used by other organizations, such as the Illinois Tollway, for large multi-year projects and programs. It is the intention that this project will be delivered using a “design-build” approach as compared to the historically more common “design-bid-build” approach. Utilization of a design-build approach will provide a more engaged and collaborative process between DWC (managing partner), the Program Management firm, and the design-build teams; and is likely to produce more favorable cost and schedule control as well. Importantly, using this process will provide a Guaranteed Maximum Price (GMP) much earlier in the process when compared to design-bid-build, which will be important for the purposes of project financing.

It is important to note that the Program Management team is distinctly different than the design-build contracting teams. With a few minor exceptions, it is not the responsibility or role of the Program Management firm to perform the design work for the construction packages. Rather, the Program Management firm is responsible for ensuring project success by representing DWC (managing partner) in advancing the project through the wide variety of planning, survey, geotechnical work, hydraulic modeling, permitting, design-build package assembly and selection, risk management, and ultimately construction and commissioning. In short, the Program Management team is responsible for navigating the project from its current position to a fully constructed, commissioned, and operational infrastructure facility in 2041. The DWC Board of Commissioners will retain authority on the project, and staff will be intimately engaged on a daily basis, but the Program Management Team will be tasked with identifying, organizing, coordinating, and executing all necessary tasks along the way.

Therefore, selection of the Program Management Team is an extraordinarily important element to moving this project successfully to completion. This process must be thorough and intentional, and will

include formal solicitation, vendor qualifications/proposal submittal, review by a selection panel, vendor interview/presentation, and final deliberation by a selection panel. This process is expected to take 3-4 months+, after which the panel will identify a preferred Program Management Team, which will make a presentation to the DWC Board for consideration. If the DWC Board concurs with the selection panel recommendation, contract documents preparation will commence, which will likely not be presented for consideration by the DWC Board until Q1 2027; only at that time will a formal contract be acted upon – nonetheless, it is important to start the process at this time so the project can remain on schedule.

The target schedule for the Program Management Firm is as follows (subject to change):

August 2026:	Solicitation for Qualified Firms
October 2026:	Written Submittals due / review by selection panel
October 2026:	Presentations by shortlisted firms / panel review
November 2026:	DWC Board presentation by preferred Program Management Team
Q1 2027:	Program Management contract consideration by DWC Board

A summary of anticipated/typical Program Management Task and Duties follows:

1) Program Organization and Leadership

- Develop operating rhythms (cadences for meetings, reporting, issue triage, risk reviews).
- Define roles/responsibilities among the owner, designers, contractors, and consultants.
- Support procurement strategy and contract management frameworks (e.g., how performance will be measured).

2) Planning, Scheduling & Establishing Critical Milestones

- Create the overall program plan and integrated master schedule.
- Break down program scope into workstreams, projects, milestones, and dependencies.
- Coordinate planning among design, permitting, procurement, construction, commissioning, and closeout/operations.
- Track progress against milestones and manage recovery plans when slippage occurs or unforeseen conditions are presented.

3) Budgeting, Cost Control & Financial Management

- Develop high-level and detailed cost estimates (including coordinating with cost consultants/Independent Cost Estimator).
- Establish baselines and cost controls (commitments, accruals, forecasts).
- Establish preliminary and final Guaranteed Maximum Price (GMP)
- Monitor burn rates and cash-flow needs; produce periodic cost reports, coordinate with and support work of Financial Advisor and Bond Counsel.

- Support change management processes (cost/schedule impacts, approvals, documentation).

4) Risk, Issues & Change Management

- Build and maintain enterprise risk registers and mitigation plans.
- Facilitate regular risk workshops and scenario planning (schedule/cost/technical).
- Track issues to closure; ensure proper root-cause analysis for recurring problems.
- Manage program-wide change control (scope changes, interface changes, contractual changes, unforeseen conditions).

5) Stakeholder & Communications Management

- Develop stakeholder communication plans in coordination with Communications Consultant (internal leadership, regulators, affected communities, utilities, etc.).
- Coordinate information flow and communications content across workstreams.
- Facilitate alignment between parties with competing priorities or interdependencies.
- Support executive/board briefings and decision-making documentation.

6) Quality, Compliance & Standards Oversight

- Define program quality management expectations and acceptance criteria.
- Ensure compliance with applicable regulations, permits, and contract requirements.
- Coordinate auditing/inspection regimes (through quality assurance and quality control frameworks, and in coordination with owner's independent quality assurance team).
- Track corrective actions to closure and verify effectiveness.

7) Contract/Procurement Coordination (Often Advisory or Control Role)

- Provide contractor outreach and facilitate competitive pricing among design-build teams.
- Procurement planning and bid evaluation processes (as specified by the DWC).
- Manage contractor performance through KPIs, reporting, and formal reviews.
- Monitor contract obligations (deliverables, milestones, reporting requirements).
- Support claims/variations processes at a program level (in coordination with independent outside legal counsel).

8) Interface Management Across Multiple Projects

- Identify and manage interfaces between packages (e.g., design-to-construction, system integration, civil-to-MEP, utility relocations, shared launch shafted, etc).
- Manage dependencies and handoffs (who owns what, when, and under what standards).
- Coordinate joint planning for shared resources or constraints (routes, shutdown/no work restrictions, permits).

9) Reporting, Performance Management & Analytics

- Produce program status reports for DWC Board and financial marketplace (schedule, cost, risks, decisions needed).

- Maintain dashboards and performance metrics (e.g., leading indicators, throughput, productivity).
- Perform trend analysis to detect issues early (slippage, rework, claims likelihood).
- Recommend actions and monitor implementation of corrective measures.
- Ensure compliance for utilization of federal (WIFIA) funds.

10) Delivery Support: From Design Through Commissioning and Closeout

- Support the integration of design reviews, permitting milestones, procurement readiness, and construction sequencing.
- Coordinate commissioning planning and readiness (systems testing, documentation, training, turnover).
- Oversee readiness for operations/maintenance handover and project commissioning and closeout processes.

Anticipated / Typical Outputs and Deliverables:

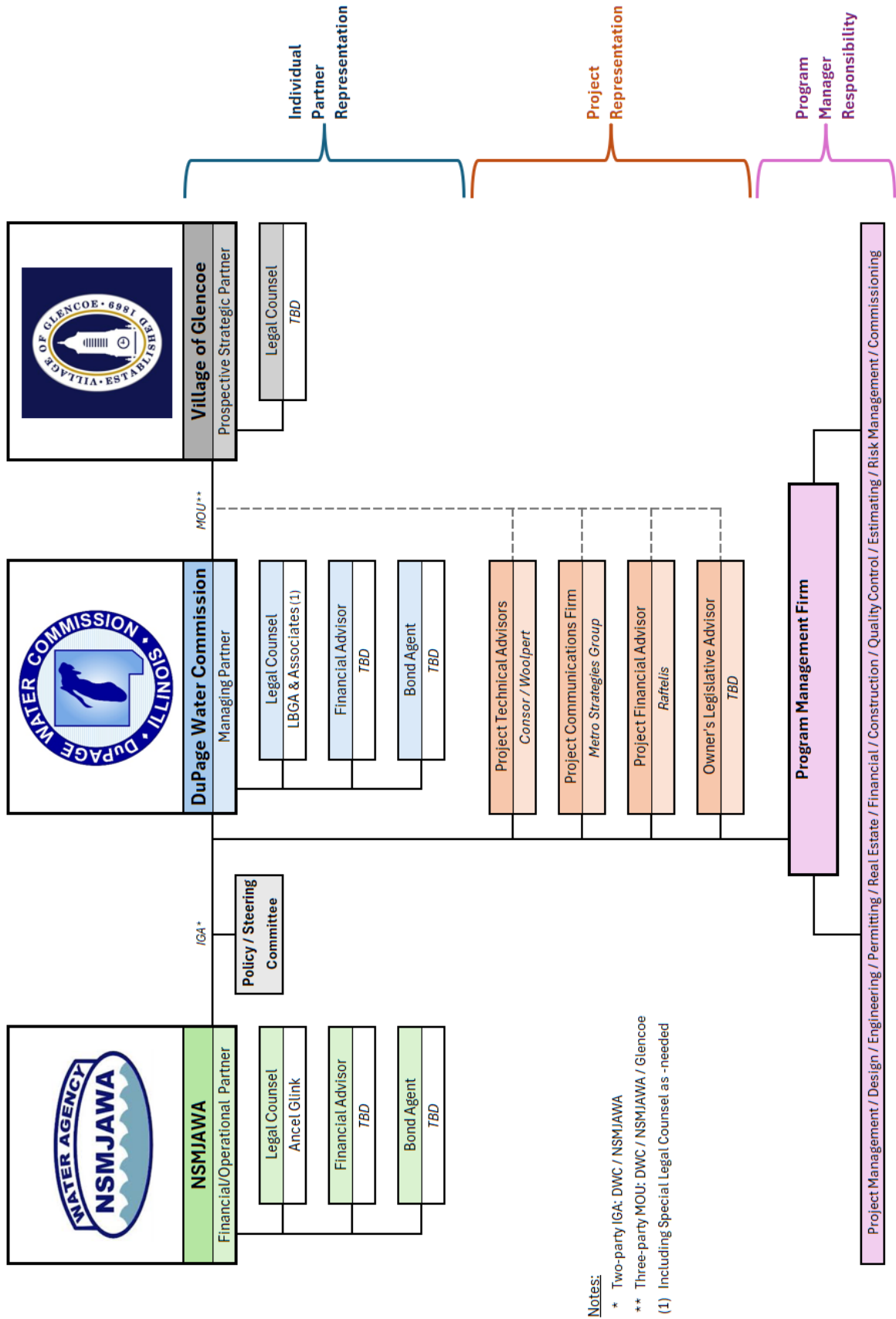
- Integrated program plan, master schedule, and reporting dashboards
- Cost baselines and forecast updates
- Guaranteed Maximum Price (GMP) and supporting documentation
- Risk register, mitigation plans, and escalation remedy procedures
- Program organizational documents and decision logs
- Status reports (monthly/quarterly), executive/DWC Board briefing packs
- Change/risk/issue management logs and closure evidence
- Quality/compliance frameworks and audit/corrective action tracking

Recommended Motion:

To Approve Resolution R-67-26 authorizing staff to solicit proposals/qualifications for the role of Program Management for the Regional Source Water Initiative.

Lake Michigan Regional Water Supply Initiative

8/11/2026



Notes:

- * Two-party IGA: DWC / NSMJAWA
- ** Three-party MOU: DWC / NSMJAWA / Glencoe
- (1) Including Special Legal Counsel as -needed

RESOLUTION NO. R-67-26

A RESOLUTION AUTHORIZING STAFF TO SOLICIT QUALIFIED FIRMS FOR THE ROLE OF PROGRAM
MANAGER FOR THE LAKE MICHIGAN REGIONAL SOURCE WATER INITIATIVE

WHEREAS, the DuPage Water Commission (the “Commission”) is advancing a Regional Source
Water Initiative; and

WHEREAS, the evaluation and study of the Regional Source Water Initiative (the “Initiative”) was
commenced in 2022, and has been validated through a variety of companion studies between 2022 and
2026; and

WHEREAS, the studies have concluded that the Initiative is technically feasible and financially
viable; and

WHEREAS, DWC in collaboration with NSMJAWA have determined it is in their best interests to
advance the Initiative to the next step and select a Program Manager for the Initiative; and

WHEREAS, an existing IGA between NSMJAWA and DWC provides a reimbursement agreement
whereby NSMJAWA will reimburse DWC for 30% of the work performed for the Initiative, including hiring
a Program Management Firm; and

WHEREAS, a companion IGA with NSMJAWA is concurrently being negotiated for construction
and operation of the Initiative which will establish the DuPage Water Commission as Managing Partner of
the Initiative and further establishes procedures, rights, and duties of the founding partners; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission deem it to be in the
best interests of the Commission to select a Program Management Firm to manage the advancement of
the Initiative;

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

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

SECTION TWO: Staff is hereby authorized to commence the solicitation of qualifications/proposals for the role of Lake Michigan Regional Water Initiative Program Manager.

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

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

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST: _____

Danna Mundall, Clerk

Board/Resolutions/2026/R-67-26.docx