AGENDA – Board of Commissioners

Thursday, January 15, 2026 6:30 P.M.

I. Call to Order and Pledge of Allegiance

II. Roll Call

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

IV. Presentation - Source Water Technical Advisors

V. DWC Cybersecurity – Denis Cuvalo , Systems Engineer/IT Supervisor

VI. Approval of Minutes

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

RECOMMENDED MOTION: To approve the Minutes of the November 20, 2025 Regular Meeting of the DuPage Water Commission and the Executive Session Meeting Minutes of November 20, 2025.

VII. Treasurer's Report

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

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

VIII. Committee Reports

A. Finance Committee

1. Report of 1/15/26 Finance Committee

B. Administration Committee

1. Report of 1/15/26 Administration Committee
2. Request for Board Action: Recommendation for the adoption of an administrative policy regarding the use of Artificial Intelligence (AI)

   (Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—3 County + 3 Muni+1=7)
3. Request for Board Action: Travel and related expenses for two (2) Commission employees for Factory Valve QA/QC Testing for High Lift Pump Cone Valve Rebuilds in York Pennsylvania, travel and related expenses for one (1) employee to attend training at Utility Locator Staking University in Manteno Illinois.

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

4. Resolution No. R-11-26: A Resolution Authorizing the General Manager to Execute a 12-Month Janitorial Service Contract with Multisystem Management Company for Periodic Janitorial Services at the DuPage Pumping Station and Administration Building (No Cost This Action)

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

RECOMMENDED MOTION: To adopt item numbers 2 through 4 under the Administration Committee Report section of the agenda. (Roll Call)

C. Engineering & Construction Committee

1. Report of 1/15/26 Engineering & Construction Committee

2. Resolution No. R-01-26: A Resolution Approving Task Order No. 01 under a Master Contract with GWV Engineers, Inc., Indeterminate Assistance Not-To-Exceed $20,000 Per Assignment.

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

3. Resolution No. R-02-26: A Resolution Approving Certain Work Authorization Orders Under Quick Response Contract QR-13/25, WAO 006 – Benchmark Construction Co., Inc. – Estimated Expense of $66,828.36.

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

4. Resolution No. R-03-26: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QRE-10/24 , WAO 005 – McWilliams Electric Co. Inc. - $3,915.49.

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

5. Resolution No. R-04-26 A Resolution Approving and Authorizing the Execution of a Master Contract with V3 Companies, Ltd., for Professional Consulting Services and Authorization of Task Order No. 1, Task Order No. 01 - Not-To Exceed - $256,528.

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

6. Resolution No. R-05-26: A Resolution Approving and Ratifying Task Order No. 03 Under a Master Contract with Arcadis US, Inc., to Serve as the Environmental Contractor of Choice on the WaterLink Project. Estimated Expense of $8,300

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

7. Resolution N. R-06-26: A Resolution Approving and Ratifying Task Order No. 01 Under a Master Contract with Robinson Engineering, Ltd. to provide Construction Staking Services on the WaterLink Project, Robinson Engineering, Ltd. $909,648.

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

8. Resolution No. R-07-26: A Resolution Awarding a Contract for the Construction of the West Transmission Main along the ComEd R.O.W. From Wolf's Crossing Road to Harvey Road – Contract TW-6/25 Section 2C, Airy's, Inc. - $26,900,617

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

9. Resolution No. R-08-26 A Resolution Awarding a Contract for the Construction of the West Transmission Main along the ComEd R.O.W. From Harvey Road to Douglas Road – Contract TW-6/25 Section 3A , D. Construction, Inc. & Benchmark Construction Co., Inc Joint Venture - $22,748,000.

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

10. Resolution No. R-09-26 A Resolution Awarding a Contract for the Construction of the West Transmission Main along the ComEd R.O.W. From Harvey Road to Douglas Road – Contract TW-6/25 Section 3B, D. Construction, Inc. & Benchmark Construction Co., Inc Joint Venture - $10,188,020.

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

11. Resolution No. R-10-26: A Resolution Approving and Authorizing the Execution of a Master Services Agreement with Jacobs Associates dba Delve Underground, for Professional Consulting Services and Authorization of Task Orders No. 01 and No. 02, Task Order Nos. 01 and 02 – Not-To Exceed $30,000 per Task Order.

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

RECOMMENDED MOTION: To adopt item numbers 2 through 11 under the Engineering & Construction Committee Report section of the agenda in a single group pursuant to the Omnibus Vote procedures. (Roll Call)

IX. Accounts Payable

A. November and December 2025

1. Approval of Accounts Payable invoices received.

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of $9,821,152.07 (November 2025) disbursements made with the concurrence of the Commission's Chairman and $10,820,382.19 (December 2025), subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).

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

2. Approval of Accounts Payable estimated invoices

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of $1,863,275.00 (November 2025) disbursements made with the concurrence of the Commission's Chairman and $8,321,275.00 (December 2025), subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

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

X. Chairman's Report

XI. Old Business

XII. New Business

XIII. Executive Session

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

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

RECOMMENDED MOTION: To come out of Executive Session (Roll Call)

XIV. Matters referred from Executive Session

A. Ordinance O-01-26: Ordinance to Approve Negotiation Authority for Property (Easement) Acquisitions Associated with the WaterLink Pipeline Project, Phase I.

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

B. Ordinance O-02-26: An Ordinance Authorizing the Acquisition of Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to the Village of Montgomery, the Village of Oswego and the City of Yorkville, Phase III

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

XV. Adjournment

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

DRAFT

Minutes of a Meeting
of the

BOARD OF COMMISSIONERS

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

November 20, 2025

I. The meeting was called to order by Chairman Zay at 6:31 PM

II. Roll Call

Commissioners in attendance: N. Cuzzone, A. Honig, J. Pruyn, K. Romano, D. Russo, F. Saverino, D. Van Vooren, J. Zay

Commissioners absent: J. Fennell, S. Greaney, T. Noonan, D. Novotny, P. Suess

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

III. Public Comments

No Public Comment was offered.

IV. Presentation by Source Water Project Technical Advisors

General Manager Paul May introduced Mr. Pete Mulvaney (Consor), and Mr. Guy Carpenter (Woolpert), who are advising the Commission regarding the plan to advance the regional Source Water Project. Mr. Carpenter began by summarizing the process to date. He then went on to summarize options for Governance. There are four available options, each with its own pros and cons, which he described in detail.

Mr. Carpenter began by introducing a proposed map of facilities. Then he presented the details of prospective governance alternatives, with consideration of financing, construction, asset ownership, and System Operations, and the expectation that as the project advances, there will be a progression and refinement of governance approaches.

Four Governance Models were presented with detailed maps and pros and cons of each.

While no decisions will be made at this meeting, Mr. Carpenter identified the next steps and the suggested a workshop be considered at a future date.

Commissioner Van Vooren stressed the importance of commitment from this Board and communication to move forward. Commissioner Russo asked what the NSMJAWA population served is currently. General Manager May replied they serve about half of the current DWC capacity. General Manager May referenced a map and indicated the proposed tunnel has to be large capacity to service current customers and prospective customers. Commissioner Honig noted the importance of Governance and the need to retain control. Attorney Luetkehans provided perspective regarding the Joliet system and NSMJAWA. Chairman Zay noted NSMJAWA has no pumping station of their own. Dialog with NSMJAWA is open and ongoing.

V. Approval of Minutes

Commissioner Russo moved to approve the Minutes of the October 16, 2025 Regular Meeting of the DuPage Water Commission and the Executive Session Meeting Minutes of October 16, 2025. Seconded by Commissioner Saverino.

VI. Treasurer's Report

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

October 2025:
Treasurer Fates noted $153.4 million of cash and investments on page 4, an increase of $2.2 million from the previous month. Treasurer Fates also pointed out the schedule of investments on pages 5 through 12 totaling $147.3 million and noted the market yield on the total portfolio showed 3.86% which is relatively unchanged from the prior month. On page 13, the statement of cash flows showed a breakdown of the $3.7 million increase in cash and investments for the fiscal year and operating activities increased by approximately $1.9 million. Also noted on page 14, the monthly cash/operating report showed that the Commission has met all recommended reserve balances.

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

VII. Committee Reports

A. Finance Committee

Item 1: Commissioner Pruyn gave a brief report of the Finance Committee Meeting.

Item 2: Resolution No. R-87-25: A Resolution approving JPMorgan Chase Bank, N.A., Wintrust Financial Corp., AND Fifth/Third Bank, N.A. for banking services and authorizing the General Manager to execute documents in furtherance thereof.

Commissioner Van Vooren asked how long the transition will be. Financial Administrator Peterson indicated the process has already begun and is expected to take a few months.

Commissioner Pruyn made a motion to approve Item 2 under the Finance Committee Report section of the agenda, seconded by Commissioner Russo, unanimously approved by a Roll Call Vote.

Ayes: N. Cuzzone, A. Honig, J. Pruyn, K. Romano, D. Russo, F. Saverino, D. Van Vooren, J. Zay

Nay: None

Absent: J. Fennell, S. Greaney, T. Noonan, D. Novotny, P. Suess,

B. Administration Committee

Item 1: Commissioner Romano gave a brief committee update.

Item 2: Request for Board Action: Authorizing Travel and related expenses for two (2) Commission employees for Factory Valve QA/QC Testing for High Lift Pump Cone Valve Rebuilds in York Pennsylvania, travel and related expenses for three (3) Commission employees to attend the annual Underground Corrosion Short Course, travel and related expenses for two (2) Commission employees to attend the annual AMPP Conference, and travel and related expenses for five (5) Commission employees to attend the annual Illinois section AWWA conference.

Item 3: Resolution No. R-85-25: A Resolution Reviewing/Releasing certain Executive Session Minutes.

Item 4: Resolution No. R-89-25: A Resolution approving employee insurance benefits for plan year beginning January 1, 2026 and ending December 31, 2026

Item 5: Resolution No. R-96-25: A Resolution authorizing the execution of an intergovernmental agreement between the Village of Oak Brook and Aqua Illinois, Inc as a third-party beneficiary.

Commissioner Romano moved to adopt items 2 through 5 under the Administration Committee Report section of the agenda in a single group pursuant to the Omnibus Vote procedures. Seconded by Commissioner Van Vooren, unanimously approved by a Roll Call Vote.

Ayes: N. Cuzzone, A. Honig, J. Pruyn, K. Romano, D. Russo, F. Saverino, D. Van Vooren, J. Zay

Nay: None

Absent: J. Fennell, S. Greaney, T. Noonan, D. Novotny, P. Suess,

C. Engineering & Construction Committee

Item 1: Commissioner Saverino gave a brief committee update.

Item 2: Resolution No. R-77-25: A Resolution to Approve & Ratify Certain Work Authorization Orders Under Quick Response Contract QR-13/25 with Benchmark Construction Co., Inc., at a cost of $ 207,707.

Item 3: Resolution No. R-78-25: A Resolution Approving Underground Utilities Surveying, with Ground-Penetrating Radar Systems, LLC at a Cost Not to Exceed $25,000.

Item 4: Resolution No. R-86-25: A Resolution to Approve & Ratify Certain Work Authorization Orders Under Quick Response Contract QR-13/25, with John Neri Construction Co., Inc., at a cost of $205,800.

Item 5: Resolution No. R-88-25: A Resolution Approving and Authorizing the General Manager to Purchase a Reporting Package and the Associated Professional Services from Waterly, Inc. at a Cost Not-to-Exceed $100,287.50.

Item 6: Resolution No. R-90-25: A Resolution Authorizing the General Manager to Purchase Repair Services for a High-Lift Pump Control Valve from a Sole Source Provider, A/C Service and Repair, Inc., at an estimated cost of $ 150,000.

Item 7: Resolution No. R-91-25: A Resolution Approving a Contract Extension for Heavy Machinery and Equipment Rigging, Transportation, and Installation Services with Meccon Industries Inc., no cost for this action.

Item 8: Resolution No. R-92-25: A Resolution Authorizing the General Manager to Purchase High Lift Pump Rehabilitation Services from Superior Industrial Equipment at an estimated expense not to exceed $215,000.

Item 9: Resolution No. R-93-25: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Burns & McDonnell Engineering Co., Inc., Task Order No. 09, at a cost not to exceed $120,500.

Item 10: Resolution No. R-94-25: A Resolution Awarding a Contract for the Construction of the West Transmission Main along the ComEd Corridor from Book Rd to Wolf's Crossing Rd (Contract TW-6/25 Sections 2A & 2B) to Airy's, Inc., in the amount of $ 22,723,829.

Item 11: Resolution No. R-99-25: A Resolution Approving and Authorizing the Execution of a Master Agreement with GVW Engineers, Inc., for Professional Consulting Services, costs as assigned by Task Order.

Commissioner Saverino moved to adopt items numbers 2 through 11 under the Engineering & Construction Committee Report section of the agenda in a single group pursuant to the Omnibus Vote Procedures seconded by Commissioner Honig, unanimously approved by a Roll Call Vote.

Ayes: N. Cuzzone, A. Honig, J. Pruyn, K. Romano, D. Russo, F. Saverino, D. Van Vooren, J. Zay

Nay: None

Absent: J. Fennell, S. Greaney, T. Noonan, D. Novotny, P. Suess,

VIII. Accounts Payable

A. October 2025

Item 1: To approve the Accounts Payable in the amount of $11,274,994.09 (October 2025) subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).

Chairman Zay asked for a motion to approve the Accounts Payable in the amount of $11,274,994.09 (October 2025) subject to submission of all contractually required documentation, for invoices that have been received, Commissioner Pruyn moved, seconded by Commissioner Honig and unanimously approved by a roll call vote.

Ayes: N. Cuzzone, A. Honig, J. Pruyn, K. Romano, D. Russo, F. Saverino, D. Van Vooren, J. Zay

Nay: None

Absent: J. Fennell, S. Greaney, T. Noonan, D. Novotny, P. Suess

Item 2: To approve the Accounts Payable, as amended, amount of $6,002,375.00 (October 2025) subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

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

Ayes: N. Cuzzone, A. Honig, J. Pruyn, K. Romano, D. Russo, F. Saverino, D. Van Vooren, J. Zay

Nay: None

Absent: J. Fennell, S. Greaney, T. Noonan, D. Novotny, P. Suess

IX. Chairman's Report

Chairman Zay notified the Board that a December meeting may be necessary and inquired about travel plans for quorum purposes.

Commissioner Van Vooren asked if there are any bid packages out that would need to be approved. General Manager May noted that there are solicitations currently underway but the bids will be brought forward at the January meeting.

Chairman Zay informed the Board that meetings with the City of Chicago are upcoming and updates will be brought at the next meeting.

Chairman Zay thanked Staff for all of their hard work and wished all a Happy Thanksgiving.

General Manager May acknowledged the budget process has begun. Also, a Cost of Service proposal has been received from the City of Chicago. Jeff Loster, Engineering Manger was recognized for his hard work securing all easements and properties for the WaterLink project.

Tours to the WaterLink Book Road work area were offered to the Board. Concurrence of the Board was requested for switch gear modification work. Concurrence was given.

X. Old Business

No Old Business was offered.

XI. New Business

No New Business was offered.

XII. Executive Session

Chairman Zay asked for a motion to enter into Executive Session to discuss acquisition of real estate pursuant to 5 ILCS 120/2(c)(5), to discuss the setting of a price for sale or lease of property owned by the DuPage Water Commission 5 ILCS 120/2(c)(6), Commissioner Romano made the motion, seconded by Commissioner Saverino and unanimously approved by a roll call vote.

Ayes: N. Cuzzone, A. Honig, J. Pruyn, K. Romano, D. Russo, F. Saverino, D. Van Vooren, J. Zay

Nay: None

Absent: J. Fennell, S. Greaney, T. Noonan, D. Novotny, P. Suess

The Commission went into Executive Session at 7:32 PM.

Commissioner Russo moved to come out of Executive Session at 7:49 PM, seconded by Commissioner Saverino and unanimously approved by a roll call vote .

Ayes: N. Cuzzone, A. Honig, J. Pruyn, K. Romano, D. Russo, F. Saverino, D. Van Vooren, J. Zay

Nay: None

Absent: J. Fennell, S. Greaney, T. Noonan, D. Novotny, P. Suess

Matters referred from Executive Session

A. Request for Board Action: Recommendation to authorize the engagement of Special Legal Counsel Regarding the Regional Source Water Project.

   Chairman Zay asked for a motion to approve Request for Board Action, Recommendation to authorize the engagement of Special Legal Counsel Regarding the Regional Source Water Project. Commissioner Romano moved, seconded by Commissioner Russo, unanimously approved by a Roll Call vote.

   Ayes: N. Cuzzone, A. Honig, J. Pruyn, K. Romano, D. Russo, F. Saverino, D. Van Vooren, J. Zay

Nay: None

Absent: J. Fennell, S. Greaney, T. Noonan, D. Novotny, P. Suess

B. Resolution No. R-98-25: Authorization to execute an Intergovernmental Agreement between the Village of Northbrook and the DuPage Water Commission for a temporary construction easement.

   Chairman Zay asked for a motion to approve Resolution No. R-98-25, authorization to execute an Intergovernmental Agreement between the Village of Northbrook and the DuPage Water Commission for a temporary construction easement. Commissioner Cuzzone moved, seconded by Commissioner Honig, unanimously approved by a Roll Call vote.

   Ayes: N. Cuzzone, A. Honig, J. Pruyn, K. Romano, D. Russo, F. Saverino, D. Van Vooren, J. Zay

   Nay: None

Absent: J. Fennell, S. Greaney, T. Noonan, D. Novotny, P. Suess

C. Ordinance O-14-25: Ordinance to Approve Negotiation Authority for Property (Easement) Acquisitions Associated with the WaterLink Pipeline Project – Phase I.

D. Ordinance O-15-25: An Ordinance Rescinding Certain Portions of Ordinance No. O-9-25 and Authorizing the Acquisition of Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to the Village of Montgomery, the Village of Oswego and the United City of Yorkville - Phase III.

E. Ordinance O-16-25: An Ordinance Authorizing a License Agreement with Commonwealth Edison – WaterLink pipeline corridor.

F. Chairman Zay asked for a motion to approve Ordinances O-14-25, Ordinance to Approve Negotiation Authority for Property (Easement) Acquisitions Associated with the WaterLink Pipeline Project – Phase I, O-15-25 An Ordinance Rescinding Certain Portions of Ordinance No. O-9-25 and Authorizing the Acquisition of Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to the Village of Montgomery, the Village of Oswego and the United City of Yorkville - Phase III, and O-16-25, An Ordinance Authorizing a License Agreement with Commonwealth Edison WaterLink pipeline corridor. Commissioner Saverino moved, seconded by Commissioner Honig, unanimously approved by a Roll Call vote.

   Ayes: N. Cuzzone, A. Honig, J. Pruyn, K. Romano, D. Russo, F. Saverino, D. Van Vooren, J. Zay

   Nay: None

Absent: J. Fennell, S. Greaney, T. Noonan, D. Novotny, P. Suess,

XIII. Adjournment

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

Meeting adjourned at 7:53 PM.

MEMORANDUM

To: Chairman and Commissioners

From: Bill Fates, Treasurer

Date: 12/9/2025

Subject: TREASURER'S REPORT – November 30, 2025

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

<u>Summary of Cash & Investments (Page 4)</u>

1. DWC cash and investments totaled $152.9 million on November 30th, a decrease of $0.5 million compared to the previous month. Accounts receivable decreased by $1.2 million in November due to timing of collections and lower water sales. Waterlink escrow balances decreased by $47,000.

2. The month end balances in the BMO Harris checking and money market accounts were $5.0 million and $8.9 million, respectively.

3. During the month of November, corporate notes increased by $6.3 million. U.S. Treasury investments, commercial paper, and collateralized obligations decreased by $5.0 million, $1.1 million, and $0.7 million, respectively.

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

5. For the seven months ended November 30, 2025, the Commission's cash and investments increased a total of $3.1 million. The Waterlink Escrow Account increased by $10.0 million.
   - The Operating & Maintenance Account increased by $17,000 for an ending balance of $13.9 million.
   - The General Account decreased by approximately $470,000 for an ending balance of $4.8 million.
   - The Operating Reserve Account increased by approximately $1.2 million for a balance of $54.0 million.
   - The Long-Term Capital Reserve Account increased by approximately $1.2 million for a balance of $29.3 million, which includes a $600,000 transfer from the General Fund.
   - The Capital Reserve Fund increased by approximately $12 million for a balance of $50.9 million.

ACCOUNT	Balance 4/30/2025	Balance 11/30/2025	Increase (Decrease)
Operations & Maintenance	$ 13,910,843	$ 13,927,801	$ 16,958
General Account	5,295,626	4,825,892	(469,734)
Operating Reserve	52,796,982	53,987,920	1,190,938
Long-Term Capital Reserve	28,073,976	29,262,982	1,189,006
Capital Reserve	49,691,109	50,889,834	1,198,725
Total Cash & Investments	$ 149,768,536	$ 152,894,429	$ 3,125,893
Waterlink Escrow	35,673,160	45,721,725	10,048,565

Schedule of Investments (Pages 5-12)

1. The average yield to maturity on the Commission's investments was 3.84%, relatively unchanged from the prior month average yield to maturity of 3.86%. The amortized cost of our investments was $147.9 million on November 30th. The average yield to maturity on Waterlink's investments was 4.02%.

2. The portfolio ended the month of November 2025 with $693,000 of unrealized gains, compared to $64,000 of unrealized gains on April 30, 2025.

3. The maturity distribution, excluding money market accounts but including Waterlink investments, was as follows: 0-1 year 28%, >1<3 years 43%, >3<5 years 21%, and >5 years 8%.

Statement of Cash Flows (Page 13)

1. The statement of cash flow shows a breakdown of the $3.1 million increase in cash and investments for the fiscal year. Waterlink escrow funds increased $10.0 million.

2. Operating activities increased cash by approximately $1.2 million as of the end of November 2025.

3. The decrease in Loans Receivable increased cash by approximately $302,000.

4. Capital Assets purchased were $1.9 million.

5. Cash flow from investment activity generated approximately $3.3 million of income.

Reserve Analysis (Page 14)

1. The Operating Reserve account was $54.0 million, which is approximately 123 days, this amount meets the minimum balance per the current reserve policy. The Operating and Maintenance Account was $11.8 million, which is a balance currently sufficient to cover an estimated 27 days of normal operation and maintenance costs.

2. The reserve analysis report shows the Commission has met recommended reserve balances for the Operating Reserve, Long-Term Water Capital, and Capital Account less Waterlink and Alternative Water Source projects on November 30th.

Respectfully submitted,

Bill Fates, CPA
Treasurer

DuPAGE WATER COMMISSION
TREASURER'S REPORT
SUMMARY OF CASH AND INVESTMENTS
11/30/2025

FUNDS CONSIST OF:	11/30/2025	10/31/2025	Increase/(Decrease)
PETTY CASH	$ 1,300.00	$ 1,300.00	$ -
OPERATING & MAINTENANCE	5,025,976.66	6,145,968.21	(1,119,991.55)
TOTAL CASH	$ 5,027,276.66	$ 6,147,268.21	$ (1,119,991.55)
BMO HARRIS MONEY MARKET FUNDS	$ 8,900,523.70	$ 8,879,143.21	$ 21,380.49
IIIT MONEY MARKET FUNDS	3,871,309.34	2,435,852.82	1,435,456.52
U. S. TREASURY INVESTMENTS	64,020,673.89	69,009,734.59	(4,989,060.70)
U. S. AGENCY INVESTMENTS	4,460,600.61	4,800,506.86	(339,906.25)
MUNICIPAL BONDS	1,545,189.77	1,545,224.49	(34.72)
COMMERCIAL PAPER	2,709,511.36	3,799,496.86	(1,089,985.50)
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	26,863,216.99	27,593,666.43	(730,449.44)
CERTIFICATES OF DEPOSIT	0.00	0.00	-
CORPORATE NOTES	35,496,126.34	29,221,996.28	6,274,130.06
TOTAL INVESTMENTS	$ 147,867,152.00	$ 147,285,621.54	$ 581,530.46
DWC TOTAL CASH AND INVESTMENTS	$ 152,894,428.66	$ 153,432,889.75	$ (538,461.09)
WATERLINK CASH	$ 7,976,206.58	$ 8,149,109.34	$ (172,902.76)
WATERLINK INVESTMENTS	37,745,518.46	37,619,824.34	125,694.12
WATERLINK ESCROW	$ 45,721,725.04	$ 45,768,933.68	$ (47,208.64)

	11/30/2025	10/31/2025	% CHANGE
IIIT MONEY MARKET FUNDS	6.1%	1.6%	58.9%
BMO HARRIS MONEY MARKET FUNDS	2.6%	6.0%	0.2%
U. S. TREASURY INVESTMENTS	43.3%	46.9%	-7.2%
U. S. AGENCY INVESTMENTS	3.0%	3.3%	-7.1%
MUNICIPAL BONDS	1.0%	1.0%	0.0%
COMMERCIAL PAPER	1.8%	2.6%	-28.7%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	18.2%	18.7%	-2.6%
CERTIFICATES OF DEPOSIT	0.0%	0.0%	N/A
CORPORATE NOTES	24.0%	19.8%	21.5%
TOTAL INVESTMENTS	100.0%	99.9%	0.4%

Note 1 - Investments are carried at amortized cost.

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
November 30, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 11/30/25
Water Fund Oper. & Maint. Acct. (01-121103)										
BMO Harris - Money Market	2.913%	11/30/25	12/01/25	1	2.913%	$ 8,900,523.70	$ 8,900,523.70	0.00	$ 8,900,523.70	-
Water Fund General Account (01-121700)										
IIIT - Money Market	3.960%	11/30/25	12/01/25	1	3.960%	2,116,380.76	2,116,380.76	0.00	2,116,380.76	-
MUFG Bank LTD	0.000%	08/06/25	12/04/25	4	4.270%	1,100,000.00	1,084,473.81	15,134.77	1,099,608.58	-
Mont Blanc Capital	0.000%	08/19/25	01/15/26	46	4.220%	1,000,000.00	982,651.11	12,073.89	994,725.00	-
Manhatten Asset Fdg	0.000%	09/30/25	02/09/26	71	4.000%	620,000.00	610,906.67	4,271.11	615,177.78	-
	Weighted Avg Maturity		20		4.089%	$ 4,836,380.76	$ 4,794,412.35	$ 31,479.77	$ 4,825,892.12	$ -
Water Fund Operating Reserve (01-121800)										
IIIT - Money Market	3.960%	11/30/25	12/01/25	1	3.960%	1,248,616.55	1,248,616.55	0.00	1,248,616.55	-
US Treasury Notes	0.750%	01/05/22	08/31/26	274	1.350%	650,000.00	632,582.03	14,619.20	647,201.23	1,238.95
US Treasury Notes	0.875%	12/02/21	09/30/26	304	1.210%	600,000.00	590,648.44	7,740.69	598,389.13	894.23
US Treasury Notes	1.250%	02/14/22	11/30/26	365	1.920%	925,000.00	896,563.48	22,521.72	919,085.20	31.77
US Treasury Notes	1.250%	02/14/22	12/30/26	395	1.930%	800,000.00	774,937.50	19,504.00	794,441.50	4,184.78
US Treasury Notes	2.250%	10/10/24	02/15/27	442	3.950%	75,000.00	72,161.13	1,348.31	73,509.44	495.24
US Treasury Notes	4.125%	05/06/25	02/28/27	455	3.880%	535,000.00	537,236.13	(687.39)	536,548.74	5,608.63
US Treasury Notes	4.500%	03/13/25	05/15/27	531	3.960%	530,000.00	535,879.69	(1,886.19)	533,993.50	1,054.14
US Treasury Notes	2.375%	07/06/22	05/15/27	531	2.910%	650,000.00	634,333.99	10,985.63	645,319.62	682.32
US Treasury Notes	3.875%	10/06/25	05/31/27	547	3.600%	200,000.00	200,859.38	(77.10)	200,782.28	21.29
US Treasury Notes	3.875%	07/22/25	05/31/27	547	3.870%	590,000.00	590,023.05	(3.49)	590,019.56	62.81
US Treasury Notes	2.625%	06/03/22	05/31/27	547	2.920%	750,000.00	739,716.80	7,203.32	746,920.12	54.09
US Treasury Notes	2.625%	10/11/24	05/31/27	547	3.910%	775,000.00	750,236.33	10,387.19	760,623.52	55.89
US Treasury Notes	3.250%	08/05/22	06/30/27	577	2.780%	850,000.00	868,062.50	(12,250.21)	855,812.29	11,560.46
US Treasury Notes	3.375%	10/03/24	09/15/27	654	3.520%	600,000.00	597,492.19	958.81	598,451.00	4,307.32
US Treasury Notes	3.500%	10/29/25	09/30/27	669	3.500%	200,000.00	199,984.38	0.87	199,985.25	1,192.31
US Treasury Notes	3.500%	10/29/25	09/30/27	669	3.500%	250,000.00	249,990.23	0.55	249,990.78	1,490.38
US Treasury Notes	3.500%	02/02/23	01/31/28	792	3.640%	650,000.00	645,962.89	2,286.37	648,249.26	7,603.94
US Treasury Notes	2.750%	09/03/24	02/15/28	807	3.750%	2,625,000.00	2,540,712.89	29,142.29	2,569,855.18	21,185.46
US Treasury Notes	3.500%	05/02/23	04/30/28	882	3.600%	1,500,000.00	1,493,320.31	3,455.14	1,496,775.45	4,495.86
US Treasury Notes	3.625%	06/05/23	05/31/28	913	3.700%	750,000.00	747,539.06	1,229.12	748,768.18	74.69
US Treasury Notes	4.375%	11/05/24	08/31/28	1,005	4.190%	1,100,000.00	1,107,003.91	(1,855.84)	1,105,148.07	12,230.66
US Treasury Notes	1.500%	01/04/24	11/30/28	1,096	3.970%	650,000.00	578,982.43	27,622.34	606,604.77	26.79
US Treasury Notes	1.375%	02/05/24	12/31/28	1,127	4.020%	1,100,000.00	971,652.34	47,655.61	1,019,307.95	6,329.48
US Treasury Notes	3.875%	06/05/25	12/31/28	1,127	3.960%	825,000.00	822,131.84	303.89	822,435.73	5,445.23
US Treasury Notes	4.000%	12/05/24	10/31/29	1,431	4.150%	1,200,000.00	1,192,078.13	1,472.42	1,193,550.55	4,110.50
US Treasury Notes	3.875%	09/04/25	11/30/29	1,461	3.720%	685,000.00	689,174.22	(218.69)	688,955.53	72.92
US Treasury Notes	3.875%	02/07/25	11/30/29	1,461	4.340%	1,000,000.00	980,156.25	3,072.79	983,229.04	106.46
US Treasury Notes	3.875%	01/07/25	12/31/29	1,492	4.360%	775,000.00	758,289.06	2,760.54	761,049.60	12,567.43
US Treasury Notes	3.500%	03/04/25	01/31/30	1,523	4.070%	850,000.00	828,517.58	2,997.70	831,515.28	9,943.61
US Treasury Notes	1.500%	04/03/25	02/15/30	1,538	3.900%	410,000.00	366,773.83	5,427.38	372,201.21	1,804.89
US Treasury Notes	3.750%	08/05/25	06/30/30	1,673	3.990%	850,000.00	841,068.36	534.30	841,602.66	13,338.99
US Treasury Notes	3.875%	09/04/25	07/31/30	1,704	3.760%	150,000.00	150,761.72	(33.77)	150,727.95	1,942.76
US Treasury Notes	4.125%	10/06/25	08/31/30	1,735	3.680%	960,000.00	978,937.50	(548.31)	978,389.19	10,064.09
US Treasury Notes	4.625%	11/06/25	09/30/30	1,765	3.720%	500,000.00	520,039.06	(256.63)	519,782.43	3,938.87
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	470	2.890%	185,000.00	185,000.00	0.00	185,000.00	1,127.92
NYC Transitional	4.619%	05/29/25	05/01/29	1,248	4.620%	145,000.00	145,000.00	0.00	145,000.00	558.13
FN AL2092	3.000%	03/06/18	07/01/27	578	2.980%	21,512.52	21,539.41	(22.16)	21,517.25	53.78
FN AP4718	2.500%	07/20/18	08/01/27	609	2.750%	28,336.80	27,774.49	455.01	28,229.50	59.03
Fannie Mae Pool	3.500%	04/05/18	02/01/28	793	3.230%	44,172.29	45,179.97	(780.11)	44,399.86	128.84
Fannie Mae Pool	3.500%	04/05/18	03/01/28	822	3.230%	7,913.75	8,094.28	(138.59)	7,955.69	23.08
FR ZT1267	2.500%	08/21/19	05/01/28	883	2.320%	31,560.25	31,999.13	(314.40)	31,684.73	65.75
FN CA1940	4.000%	07/11/18	06/01/28	914	3.640%	36,482.39	37,565.46	(803.77)	36,761.69	121.61
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	944	2.720%	55,068.38	56,470.90	(1,056.25)	55,414.65	137.67
FG J32374	2.500%	02/17/22	11/01/28	1,067	2.220%	91,202.92	92,798.97	(896.63)	91,902.34	190.01
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,187	3.630%	26,984.17	27,814.78	(555.66)	27,259.12	89.95
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,493	3.000%	28,412.89	30,082.14	(1,192.32)	28,889.82	82.87
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,705	2.630%	59,951.50	62,583.74	(1,772.75)	60,810.99	149.88
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,797	2.960%	60,164.90	64,066.22	(2,585.23)	61,480.99	175.48
FR ZS7331	3.000%	02/13/20	12/01/30	1,827	2.600%	112,240.28	116,484.37	(2,262.72)	114,221.65	280.60
FN FM1082	3.000%	08/19/19	09/01/31	2,101	2.720%	68,715.01	70,701.30	(1,031.01)	69,670.29	171.79
FG G16720	3.500%	01/25/19	11/01/31	2,162	3.340%	59,983.20	60,948.55	(516.00)	60,432.55	174.95
FG G16635	3.000%	04/18/19	02/01/32	2,254	2.930%	109,254.42	110,120.79	(446.71)	109,674.08	273.14
FN FS2986	4.000%	10/21/22	10/01/32	2,497	4.370%	207,180.03	201,029.37	1,911.42	202,940.79	690.60
Fannie Mae Pool	3.500%	02/13/18	01/01/33	2,589	3.300%	68,520.19	70,104.72	(826.43)	69,278.29	199.85
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,620	3.730%	26,031.30	26,816.32	(399.42)	26,416.90	86.77
FN CA1455	4.000%	12/20/18	03/01/33	2,648	3.760%	96,220.50	98,723.73	(1,218.95)	97,504.78	320.73

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 11/30/25
FN BM5830	3.500%	06/05/19	04/01/34	3,044	3.180%	118,304.90	122,741.33	(1,927.40)	120,813.93	345.06
FN FM0047	3.000%	06/17/21	12/01/34	3,288	2.450%	142,675.56	151,704.24	(2,974.94)	148,729.30	356.69
FN FM2694	3.000%	06/05/19	03/01/35	3,378	2.570%	148,687.23	156,679.18	(3,028.06)	153,651.12	371.72
FR SB0759	4.500%	10/18/22	03/01/35	3,378	4.630%	167,800.17	165,702.67	526.13	166,228.80	629.25
FR SB0364	3.500%	06/21/21	06/01/35	3,470	2.830%	129,342.16	139,366.17	(3,174.27)	136,191.90	377.25
FR SB0666	4.000%	05/13/22	06/01/35	3,470	3.750%	250,051.62	256,615.48	(1,772.44)	254,843.04	833.51
FN FM3701	2.500%	07/27/20	07/01/35	3,500	2.040%	137,532.22	145,590.74	(2,870.37)	142,720.37	286.53
FR SB0361	3.000%	03/20/23	07/01/35	3,500	3.530%	234,703.30	222,418.05	2,683.69	225,101.74	586.76
FN FM5714	4.000%	03/19/21	11/01/35	3,623	3.230%	92,734.05	101,022.15	(2,646.54)	98,375.61	309.11
FHLMC Multifamily Structured Pool	3.243%	06/13/23	04/01/27	487	4.440%	765,000.00	733,055.27	20,378.53	753,433.80	2,067.41
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	762	4.070%	460,981.01	447,907.88	2,876.47	450,784.35	1,162.28
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	914	3.400%	236,429.14	236,426.29	1.62	236,427.91	669.88
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	944	4.580%	692,125.72	680,392.02	5,494.04	685,886.06	2,416.67
FHMS K512 A2	5.000%	12/21/23	11/01/28	1,067	4.780%	365,000.00	368,408.37	(1,244.88)	367,163.49	1,520.83
FHMS KJ45 A1	4.455%	05/25/23	11/01/28	1,067	4.460%	602,820.23	602,819.02	0.55	602,819.57	2,237.97
FHMS KJ43 A1	4.377%	12/15/22	12/01/28	1,097	4.380%	356,934.06	356,927.99	2.98	356,930.97	1,301.92
FHMS KJ44 A1	4.558%	02/23/23	01/25/29	1,152	4.560%	171,375.20	171,369.91	2.48	171,372.39	650.94
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,187	4.200%	375,000.00	346,567.38	4,197.68	350,765.06	662.50
FHMS K522 A2	4.803%	06/13/24	05/01/29	1,248	4.800%	487,071.39	487,069.93	1.46	487,071.39	1,949.50
FHMS KJ42 A1	3.902%	09/15/22	07/01/29	1,309	3.900%	258,886.38	258,876.53	4.61	258,881.14	841.81
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,309	4.330%	450,000.00	454,209.30	(1,012.39)	453,196.91	1,703.62
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,309	4.520%	515,000.00	468,368.36	11,668.56	480,036.92	1,076.35
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,371	4.340%	300,000.00	305,996.10	(1,249.46)	304,746.64	1,197.75
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	1,736	5.010%	523,591.85	523,576.68	3.96	523,580.64	2,184.69
FHMS K551 A2	**4.165%**	**12/05/25**	**11/01/30**	**1,797**	**3.970%**	**345,000.00**	**348,044.62**	**0.00**	**348,044.62**	-
FHR 4096 PA	1.375%	02/26/20	08/01/27	609	1.490%	48,749.02	48,352.93	305.64	48,658.57	55.86
FNR 2012-107 GA	1.500%	12/06/19	09/01/27	640	1.690%	5,949.84	5,867.56	63.12	5,930.68	7.44
FHS 287 150	1.500%	12/27/17	10/01/27	670	1.840%	24,414.22	23,681.79	592.50	24,274.29	30.52
FNR 2012-145 EA	1.250%	02/12/20	01/01/28	762	1.440%	27,695.55	27,302.84	286.54	27,589.38	28.85
FNR 2013-39 MP	1.750%	12/12/19	05/01/28	883	1.860%	73,675.32	73,053.68	439.01	73,492.69	107.44
FNR 2013-19 GE	2.500%	10/30/19	03/01/33	2,648	2.400%	95,817.73	96,865.73	(475.89)	96,389.84	199.62
FHR 5050 XL	1.000%	05/08/19	07/01/36	3,866	1.180%	162,754.37	163,555.42	(352.03)	163,203.39	406.89
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,866	1.820%	118,781.16	115,960.11	744.09	116,704.20	98.98
FHR 4877 CA	3.000%	07/19/24	04/01/34	3,044	2.960%	252,959.89	230,628.28	2,174.03	232,802.31	210.80
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,961	1.690%	303,606.97	275,997.71	2,085.65	278,083.36	253.01
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,631	1.550%	305,517.34	280,789.53	1,656.77	282,446.30	254.60
FNR 2013-75 PC	2.500%	04/20/20	04/01/43	6,331	2.200%	138,766.90	146,268.99	(1,830.02)	144,438.97	289.10
FNR 2015-33 P	2.500%	02/20/20	06/01/45	7,123	2.400%	59,315.43	60,446.13	(257.86)	60,188.27	123.57
FNR 2016-19 AH	3.000%	07/13/20	04/01/46	7,427	2.580%	62,329.46	67,303.64	(1,038.57)	66,265.07	155.82
FHR 5000 LB	1.250%	08/07/20	07/01/46	7,518	1.160%	163,373.13	166,589.54	(657.19)	165,932.35	170.18
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,641	1.830%	103,737.15	107,530.05	(784.86)	106,745.19	172.90
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,523	3.840%	603,691.96	570,984.13	1,477.65	572,461.78	1,760.77
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	437	3.370%	740,000.00	662,492.40	56,867.77	719,360.17	1,893.78
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	451	3.240%	780,000.00	707,608.20	52,693.05	760,301.25	2,143.70
American Honda Finance	4.900%	03/14/24	03/12/27	467	4.890%	100,000.00	100,041.00	(22.74)	100,018.26	1,075.28
American Honda Finance	4.900%	03/13/24	03/12/27	467	4.920%	115,000.00	114,936.75	35.21	114,971.96	1,236.57
BP Cap Markets America	3.588%	05/17/24	04/14/27	500	4.950%	250,000.00	240,860.00	4,676.75	245,536.75	1,171.08
JP Morgan Chase	1.158%	05/20/24	04/22/27	508	4.150%	400,000.00	371,984.00	14,259.77	386,243.77	683.80
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	537	5.410%	100,000.00	100,000.00	0.00	100,000.00	150.39
American Honda Finance	4.900%	07/10/24	07/09/27	586	4.950%	345,000.00	344,554.95	198.91	344,753.86	6,668.08
BMW US Capital	4.600%	08/13/24	08/13/27	621	4.600%	185,000.00	184,985.20	6.43	184,991.63	2,553.00
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	684	4.450%	345,000.00	345,000.00	0.00	345,000.00	1,960.39
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	684	4.450%	425,000.00	424,953.25	17.30	424,970.55	2,414.97
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	715	4.940%	375,000.00	374,587.50	136.88	374,724.38	816.67
UBS AG Stamford Ct	4.864%	01/10/25	01/10/28	771	4.860%	250,000.00	250,000.00	0.00	250,000.00	4,762.67
National Rural Util Corp	4.750%	02/07/25	02/07/28	799	4.770%	100,000.00	99,956.00	11.42	99,967.42	1,504.17

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
November 30, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 11/30/25
National Rural Util Corp	4.750%	02/07/25	02/07/28	799	4.650%	130,000.00	130,344.50	(91.94)	130,252.56	1,955.42
Cisco Systems Inc	4.550%	02/24/25	02/24/28	816	4.560%	170,000.00	169,943.90	14.04	169,957.94	2,084.15
Chevron USA	4.475%	02/26/25	02/26/28	818	4.480%	205,000.00	205,000.00	0.00	205,000.00	2,420.85
State Street Corp	4.530%	02/28/25	02/28/28	820	4.540%	400,000.00	400,000.00	0.00	400,000.00	4,687.20
Mars Inc	4.600%	03/12/25	03/01/28	822	4.600%	95,000.00	94,999.05	0.35	94,999.40	1,092.50
Mars Inc	4.600%	03/12/25	03/01/28	822	4.530%	150,000.00	150,295.50	(70.14)	150,225.36	1,725.00
Commonwealth Bk	4.423%	03/14/25	03/14/28	835	4.420%	300,000.00	300,000.00	0.00	300,000.00	2,838.09
Kenvue Inc	5.050%	06/30/25	03/22/28	843	4.120%	280,000.00	286,610.80	(1,001.73)	285,609.07	2,710.17
Citigroup Inc	4.643%	05/07/25	05/07/28	889	4.640%	390,000.00	390,000.00	0.00	390,000.00	1,207.18
Cummins Inc	4.250%	05/09/25	05/09/28	891	4.280%	25,000.00	24,982.50	3.12	24,985.62	64.93
Astrazeneca Finance LLC	1.750%	05/07/25	05/28/28	910	4.260%	200,000.00	185,772.00	2,498.32	188,270.32	29.17
National Secs Clearing	5.000%	04/23/25	05/30/28	912	4.310%	250,000.00	254,195.00	(796.46)	253,398.54	34.72
National Secs Clearing	5.000%	11/24/25	05/30/28	912	3.700%	360,000.00	368,992.80	(67.44)	368,925.36	50.00
HSBC USA	4.650%	06/03/25	06/03/28	916	4.650%	400,000.00	400,032.00	(4.86)	400,027.14	9,196.67
Target Corp	4.350%	06/10/25	06/15/28	928	4.350%	70,000.00	69,999.30	0.20	69,999.50	1,446.38
National Rural Util Coop	4.150%	08/25/25	08/25/28	999	4.190%	100,000.00	99,888.00	9.49	99,897.49	1,106.67
Comcast Corp	4.150%	11/07/25	10/15/28	1,050	4.100%	400,000.00	400,556.00	(12.21)	400,543.79	2,121.11
Paccar Financial Corp	4.000%	11/07/25	11/07/28	1,073	4.020%	115,000.00	114,935.60	1.37	114,936.97	306.67
Astrazeneca Finance LLC	4.850%	04/16/25	02/26/29	1,184	4.510%	200,000.00	202,340.00	(360.25)	201,979.75	2,559.72
Cisco Systems Inc	4.850%	11/07/25	02/26/29	1,184	4.020%	390,000.00	399,909.90	(192.47)	399,717.43	4,991.46
Merck & Co	3.400%	11/24/25	03/07/29	1,193	3.970%	310,000.00	304,602.90	30.44	304,633.34	2,459.33
KLA Corp	4.100%	11/14/25	03/15/29	1,201	4.080%	405,000.00	405,271.35	(3.49)	405,267.86	3,505.50
American Express Co	4.731%	04/25/25	04/25/29	1,242	4.730%	220,000.00	220,000.00	0.00	220,000.00	1,040.82
Bank of America Corp	4.623%	05/09/25	05/09/29	1,256	4.620%	390,000.00	390,000.00	0.00	390,000.00	1,101.82
United Parcel Service	2.500%	06/27/25	09/01/29	1,371	4.280%	180,000.00	167,842.80	1,149.42	168,992.22	1,125.00
Accenture Capital	5.050%	10/15/25	10/04/29	1,404	4.050%	325,000.00	325,006.50	0.23	325,006.73	2,084.06
BMW US Capital	5.050%	03/21/25	03/21/30	1,572	5.060%	190,000.00	189,950.60	6.52	189,957.12	1,865.69
State Street Corp	4.834%	04/24/25	04/24/30	1,606	4.830%	95,000.00	95,000.00	0.00	95,000.00	471.99
State Street Corp	4.834%	04/24/25	04/24/30	1,606	4.700%	260,000.00	261,588.60	(175.95)	261,412.65	1,291.75
Walmart	4.350%	04/28/25	04/28/30	1,610	4.390%	145,000.00	144,749.15	27.03	144,776.18	578.19
Blackrock Inc	2.400%	06/27/25	04/30/30	1,612	4.300%	290,000.00	266,196.80	1,911.19	268,107.99	599.33
Toyota Motor Credit Corp	4.800%	05/15/25	05/15/30	1,627	4.830%	195,000.00	194,777.70	22.00	194,799.70	416.00
National Secs Clearing	4.700%	05/20/25	05/20/30	1,632	4.710%	415,000.00	414,742.70	25.61	414,768.31	595.99
Citibank NA	4.914%	05/29/25	05/29/30	1,641	4.910%	250,000.00	250,000.00	0.00	250,000.00	68.25
John Deere Capital	4.550%	06/05/25	06/05/30	1,648	4.560%	180,000.00	179,904.60	8.95	179,913.55	4,004.00
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,658	4.520%	400,000.00	399,648.00	30.28	399,678.28	8,250.00
Home Depot	3.950%	09/15/25	09/15/30	1,750	4.030%	85,000.00	84,694.85	12.11	84,706.96	708.81
Novartis Capital	4.100%	11/05/25	11/05/30	1,801	4.170%	475,000.00	473,575.00	20.57	473,595.57	1,406.53
Shell Finance US	4.125%	11/06/25	11/06/30	1,802	4.210%	175,000.00	174,328.00	9.03	174,337.03	501.30
Shell Finance US	4.125%	11/06/25	11/06/30	1,802	4.190%	365,000.00	363,923.25	13.78	363,937.03	1,045.57
Alphabetic Inc	4.100%	11/06/25	11/15/30	1,811	4.070%	270,000.00	270,410.40	(4.79)	270,405.61	768.75
Meta Platforms Inc	4.200%	11/03/25	11/15/30	1,811	4.230%	370,000.00	369,563.40	7.32	369,570.72	1,208.67
Alphabetic Inc	4.100%	11/06/25	11/15/30	1,811	4.110%	430,000.00	429,840.90	2.48	429,843.38	1,224.31
	Weighted Avg Maturity		1,298		3.811%	$ 54,816,705.87	$ 53,982,731.14	$ 353,233.34	$ 54,335,964.48	$ 291,430.29
Water Fund L-T Water Capital Reserve (01-121900)										
IIIT - Money Market (PFM Asset Management)	3.960%	11/30/25	12/01/25	1	3.960%	392,161.36	392,161.36	0.00	392,161.36	-
US Treasury Notes	4.500%	03/13/25	05/15/27	531	3.960%	275,000.00	278,050.78	(978.68)	277,072.10	546.96
US Treasury Notes	3.875%	10/06/25	05/31/27	547	3.600%	100,000.00	100,429.69	(38.55)	100,391.14	10.65
US Treasury Notes	3.500%	10/29/25	09/30/27	669	3.500%	100,000.00	99,992.19	0.43	99,992.62	596.15
US Treasury Notes	3.500%	10/29/25	09/30/27	669	3.500%	130,000.00	129,994.92	0.28	129,995.20	775.00
US Treasury Notes	1.250%	06/04/21	05/31/28	913	1.230%	275,000.00	275,365.23	(234.61)	275,130.62	9.44
US Treasury Notes	1.250%	10/03/24	05/31/28	913	3.550%	300,000.00	276,562.50	7,112.11	283,674.61	10.30
US Treasury Notes	1.000%	08/02/21	07/31/28	974	0.990%	400,000.00	400,203.13	(125.71)	400,077.42	1,336.96
US Treasury Notes	1.125%	09/02/21	08/31/28	1,005	1.070%	400,000.00	401,359.38	(825.00)	400,534.38	1,143.65
US Treasury Notes	3.125%	05/01/19	11/15/28	1,081	2.470%	150,000.00	158,320.31	(5,741.85)	152,578.46	207.18
US Treasury Notes	2.625%	06/03/19	02/15/29	1,173	2.120%	100,000.00	104,406.25	(2,948.69)	101,457.56	770.38
US Treasury Notes	2.625%	04/01/19	02/15/29	1,173	2.490%	150,000.00	151,769.53	(1,194.41)	150,575.12	1,155.57
US Treasury Notes	2.750%	06/03/22	05/31/29	1,278	2.950%	250,000.00	246,933.59	1,533.21	248,466.80	18.89
US Treasury Notes	3.250%	07/06/22	06/30/29	1,308	2.870%	500,000.00	511,992.19	(5,848.01)	506,144.18	6,800.27
US Treasury Notes	4.000%	08/23/24	10/31/29	1,431	4.290%	400,000.00	394,265.63	1,765.27	396,030.90	1,370.17
US Treasury Notes	4.000%	03/05/24	10/31/29	1,431	3.750%	550,000.00	556,359.38	(1,447.24)	554,912.14	1,883.98
US Treasury Notes	1.750%	02/03/20	11/15/29	1,446	1.560%	250,000.00	254,355.47	(2,593.04)	251,762.43	193.37
US Treasury Notes	3.500%	02/02/23	01/31/30	1,523	3.590%	285,000.00	283,408.01	643.65	284,051.66	3,334.04
US Treasury Notes	1.500%	03/04/22	02/15/30	1,538	1.820%	345,000.00	336,833.20	3,845.85	340,679.05	1,518.75
US Treasury Notes	3.625%	08/02/24	03/31/30	1,582	3.940%	600,000.00	590,460.94	2,058.94	592,519.88	3,704.67
US Treasury Notes	0.625%	06/29/20	05/15/30	1,627	0.650%	100,000.00	99,765.62	128.70	99,894.32	27.62
US Treasury Notes	0.625%	11/03/21	08/15/30	1,719	1.500%	250,000.00	232,148.44	8,285.44	240,433.88	458.56

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
November 30, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 11/30/25
US Treasury Notes	4.125%	11/05/24	08/31/30	1,735	4.220%	425,000.00	422,808.59	365.18	423,173.77	4,455.46
US Treasury Notes	4.625%	09/03/24	09/30/30	1,765	3.750%	675,000.00	706,851.56	(5,952.75)	700,898.81	5,317.48
US Treasury Notes	0.875%	12/11/20	11/15/30	1,811	0.880%	200,000.00	199,867.19	66.46	199,933.65	77.35
US Treasury Notes	3.750%	01/04/24	12/31/30	1,857	3.960%	600,000.00	592,242.19	1,912.09	594,154.28	9,415.76
US Treasury Notes	4.125%	06/11/25	07/31/31	2,069	4.240%	125,000.00	124,199.22	55.02	124,254.24	1,723.42
US Treasury Notes	1.250%	11/03/21	08/15/31	2,084	1.540%	250,000.00	243,369.14	2,763.01	246,132.15	917.12
US Treasury Notes	3.750%	12/30/24	08/31/31	2,100	4.510%	190,000.00	181,746.88	999.08	182,745.96	1,810.77
US Treasury Notes	4.125%	07/03/25	10/31/31	2,161	3.920%	375,000.00	379,189.45	(241.73)	378,947.72	1,324.67
US Treasury Notes	1.375%	02/22/22	11/15/31	2,176	1.940%	450,000.00	427,517.58	8,719.61	436,237.19	273.48
US Treasury Notes	4.125%	09/30/25	11/30/31	2,191	3.820%	400,000.00	406,546.88	(157.20)	406,389.68	45.33
US Treasury Notes	4.500%	10/06/25	12/31/31	2,222	3.810%	775,000.00	804,274.41	(632.42)	803,641.99	14,594.43
US Treasury Notes	4.375%	07/17/25	01/31/32	2,253	4.190%	210,000.00	212,214.84	(110.82)	212,104.02	3,070.82
US Treasury Notes	4.125%	08/05/25	02/29/32	2,282	4.140%	300,000.00	299,765.63	10.23	299,775.86	3,145.03
US Treasury Notes	2.875%	09/04/25	05/15/32	2,358	3.990%	195,000.00	182,378.32	396.19	182,774.51	247.79
US Treasury Notes	4.000%	10/29/25	07/31/32	2,435	3.770%	100,000.00	101,359.38	(15.60)	101,343.78	1,336.96
US Treasury Notes	2.750%	01/04/24	08/15/32	2,450	3.990%	875,000.00	796,796.88	17,325.99	814,122.87	7,061.82
US Treasury Notes	4.125%	12/29/22	11/15/32	2,542	3.850%	200,000.00	204,539.06	(1,343.23)	203,195.83	364.64
US Treasury Notes	4.500%	09/04/25	11/15/33	2,907	4.120%	95,000.00	97,504.88	(61.66)	97,443.22	188.95
US Treasury Notes	4.500%	03/04/25	11/15/33	2,907	4.220%	240,000.00	244,762.50	(340.78)	244,421.72	477.35
US Treasury Notes	4.250%	04/03/25	11/15/34	3,272	4.150%	200,000.00	201,515.63	(84.51)	201,431.12	375.69
US Treasury Notes	4.250%	02/06/25	11/15/34	3,272	4.550%	270,000.00	263,714.06	425.06	264,139.12	507.18
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	470	2.890%	55,000.00	55,000.00	0.00	55,000.00	335.33
NYC Transitional	4.930%	05/29/25	05/01/31	1,978	4.930%	150,000.00	150,000.00	0.00	150,000.00	616.25
New York H	5.171%	04/29/25	02/01/32	2,254	5.170%	300,000.00	300,000.00	0.00	300,000.00	5,171.00
Oregon St B	4.891%	04/29/25	05/01/32	2,344	4.890%	75,000.00	75,000.00	0.00	75,000.00	305.69
NYC Transitional	5.030%	05/29/25	05/01/32	2,344	5.030%	150,000.00	150,000.00	0.00	150,000.00	628.75
FR ZT1267	2.500%	08/21/19	05/01/28	883	2.320%	8,220.35	8,334.67	(81.89)	8,252.78	17.13
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	944	2.720%	12,708.07	13,031.73	(243.75)	12,787.98	31.77
FG J32374	2.500%	02/17/22	11/01/28	1,067	2.220%	27,964.63	28,454.01	(274.92)	28,179.09	58.26
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,187	3.630%	5,723.91	5,900.10	(117.87)	5,782.23	19.08
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,493	3.000%	7,019.69	7,432.09	(294.57)	7,137.52	20.47
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,705	2.630%	8,992.75	9,387.60	(265.92)	9,121.68	22.48
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,797	2.960%	9,930.19	10,574.10	(426.69)	10,147.41	28.96
FR ZS7331	3.000%	02/13/20	12/01/30	1,827	2.600%	28,657.11	29,740.70	(577.71)	29,162.99	71.64
FN FM1082	3.000%	08/19/19	09/01/31	2,101	2.720%	17,515.64	18,021.95	(262.81)	17,759.14	43.79
FG G16635	3.000%	04/18/19	02/01/32	2,254	2.930%	23,411.68	23,597.31	(95.71)	23,501.60	58.53
FN FS2986	4.000%	10/21/22	10/01/32	2,497	4.370%	68,301.10	66,273.41	630.13	66,903.54	227.67
FN BM5462	3.000%	06/21/19	11/01/32	2,528	2.800%	26,730.46	27,336.08	(290.40)	27,045.68	66.83
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,620	3.730%	8,009.53	8,251.04	(122.88)	8,128.16	26.70
FN CA1455	4.000%	12/20/18	03/01/33	2,648	3.760%	21,566.63	22,127.70	(273.22)	21,854.48	71.89
FN BM5830	3.500%	06/05/19	04/01/34	3,044	3.180%	29,576.23	30,685.34	(481.85)	30,203.49	86.26
FN FM0047	3.000%	06/17/21	12/01/34	3,288	2.450%	43,676.15	46,440.03	(910.69)	45,529.34	109.19
FR SB0759	4.500%	10/18/22	03/01/35	3,378	4.630%	59,928.63	59,179.52	187.91	59,367.43	224.73
FR SB0364	3.500%	06/21/21	06/01/35	3,470	2.830%	38,669.34	41,666.21	(949.01)	40,717.20	112.79
FR SB0666	4.000%	05/17/22	06/01/35	3,470	3.750%	77,846.26	79,889.72	(551.80)	79,337.92	259.49
FN FM3701	2.500%	07/27/20	07/01/35	3,500	2.040%	37,330.19	39,517.51	(779.10)	38,738.41	77.77
FR SB0361	3.000%	03/20/23	07/01/35	3,500	3.530%	76,314.57	72,319.98	872.61	73,192.59	190.79
FN FM5714	4.000%	03/19/21	11/01/35	3,623	3.230%	25,406.55	27,677.25	(725.08)	26,952.17	84.69
FR SB1478	5.000%	04/10/25	02/01/40	5,176	4.960%	252,004.18	253,146.08	(33.51)	253,112.57	1,050.02
FN FM8086	3.500%	10/15/21	07/01/51	9,344	3.090%	128,611.09	138,759.31	(1,398.58)	137,360.73	375.12
FHMS K737 A1	2.116%	01/22/20	06/01/26	183	2.030%	6,177.41	6,208.26	(28.12)	6,180.14	10.89
FHMS K065 A2	3.243%	06/13/23	04/01/27	487	4.420%	265,000.00	253,934.18	7,059.23	260,993.41	716.16
FHMS K070 A2	3.303%	07/05/24	11/01/27	701	4.890%	275,000.00	261,325.20	5,369.97	266,695.17	756.94
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	914	3.400%	78,809.67	78,808.70	0.55	78,809.25	223.29
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	944	4.580%	243,437.33	239,310.30	1,932.39	241,242.69	850.00
FHMS K508 A2	4.740%	10/19/23	08/01/28	975	5.260%	250,000.00	244,516.00	2,214.94	246,730.94	987.50
FHMS K506 A2	4.650%	09/14/23	08/01/28	975	4.990%	255,000.00	251,227.79	1,568.15	252,795.94	988.13
FHMS K509 A2	4.850%	10/31/23	09/01/28	1,006	5.600%	190,000.00	183,942.23	2,310.19	186,252.42	767.92
FHMS K507 A2	4.800%	09/28/23	09/01/28	1,006	5.070%	250,000.00	247,011.75	1,178.77	248,190.52	1,000.00
FHMS K510 A2	5.069%	11/21/23	10/01/28	1,036	5.140%	90,000.00	89,739.81	98.88	89,838.69	380.18
FHMS K511 A2	4.860%	12/07/23	10/25/28	1,060	4.930%	140,000.00	139,597.78	151.28	139,749.06	567.00
FHMS K512 A2	5.000%	12/21/23	11/01/28	1,067	4.780%	100,332.87	93,665.05	3,385.86	97,050.91	250.83
FHMS K750 A1	3.000%	11/03/22	11/01/28	1,067	4.260%	130,000.00	131,213.94	(443.38)	130,770.56	541.67
FHMS KJ45 A1	4.455%	05/25/23	11/01/28	1,067	4.460%	199,525.03	199,524.63	0.19	199,524.82	740.74
FHMS KJ43 A1	4.377%	12/15/22	12/01/28	1,097	4.380%	117,241.13	117,239.13	0.98	117,240.11	427.64
FHMS K514 A2	4.572%	06/06/24	12/01/28	1,097	4.960%	265,000.00	260,859.38	1,245.56	262,104.94	1,009.65
FHMS KJ44 A1	4.558%	02/23/23	01/25/29	1,152	4.560%	54,641.36	54,639.65	0.80	54,640.45	207.55
FHMS K752 A1	4.284%	08/24/23	01/01/29	1,128	4.910%	101,241.67	98,251.10	1,252.33	99,503.43	361.43
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,187	4.200%	200,000.00	184,835.94	2,238.76	187,074.70	353.33
FHMS K522 A2	4.803%	06/13/24	05/01/29	1,248	4.800%	253,277.12	253,276.36	0.76	253,277.12	1,013.74
FHMS KJ42 A1	3.902%	09/15/22	07/01/29	1,309	3.900%	84,288.58	84,285.37	1.50	84,286.87	274.08
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,309	4.330%	240,000.00	242,244.96	(539.94)	241,705.02	908.60
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,309	4.550%	270,000.00	245,552.34	6,117.50	251,669.84	564.30
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,371	4.340%	160,000.00	163,197.92	(666.38)	162,531.54	638.80
FHMS K120 A1	0.892%	04/01/24	07/01/30	1,674	3.340%	233,277.90	201,074.62	7,832.10	208,906.72	173.40

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
November 30, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 11/30/25
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	1,736	5.010%	182,118.90	182,113.62	1.38	182,115.00	759.89
FHR 4096 PA	1.375%	02/21/20	08/01/27	609	1.490%	12,642.15	12,539.43	79.26	12,618.69	14.49
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	762	1.440%	7,144.07	7,042.77	73.91	7,116.68	7.44
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	883	1.860%	18,816.88	18,658.11	112.13	18,770.24	27.44
Fannie Mae	2.500%	10/25/19	03/01/33	2,648	2.400%	24,412.19	24,679.21	(121.25)	24,557.96	50.86
Freddie Mac	3.000%	05/03/19	04/01/34	3,044	2.960%	30,046.97	30,194.86	(65.00)	30,129.86	75.12
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,866	1.180%	36,294.25	35,432.24	227.37	35,659.61	30.25
FHR 5050 XL	1.000%	07/19/24	07/01/36	3,866	1.820%	153,975.58	140,382.42	1,323.33	141,705.75	128.31
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,961	1.690%	159,032.22	144,570.22	1,092.49	145,662.71	132.53
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,631	1.550%	161,184.21	148,138.36	874.07	149,012.43	134.32
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,123	2.400%	15,198.23	15,487.95	(66.07)	15,421.88	31.66
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,641	1.830%	26,152.17	27,108.36	(197.87)	26,910.49	43.59
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,523	3.840%	210,472.99	199,069.63	515.17	199,584.80	613.88
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	437	3.370%	245,000.00	219,338.70	18,827.84	238,166.54	627.00
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	451	3.240%	255,000.00	231,333.45	17,226.57	248,560.02	700.83
Fannie Mae Notes	0.750%	10/07/20	10/08/27	677	0.770%	210,000.00	209,699.70	220.78	209,920.48	231.88
Fannie Mae Notes	0.875%	08/05/20	08/05/30	1,709	0.930%	100,000.00	99,485.00	274.03	99,759.03	281.94
Federal Home Loan Bank Notes	3.500%	08/05/22	06/11/32	2,385	3.120%	230,000.00	237,378.40	(2,488.60)	234,889.80	3,801.39
Goldman Sachs Group Inc	3.500%	05/14/24	11/16/26	351	5.430%	135,000.00	128,974.95	3,625.82	132,600.77	196.88
BMW US Capital	4.900%	04/02/24	04/02/27	488	4.940%	95,000.00	94,886.95	60.78	94,947.73	762.90
BP Cap Markets America	3.588%	05/17/24	04/14/27	500	4.950%	135,000.00	130,064.40	2,525.45	132,589.85	632.39
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	537	5.410%	50,000.00	50,000.00	0.00	50,000.00	75.19
American Honda Finance	4.900%	07/10/24	07/09/27	586	4.950%	185,000.00	184,761.35	106.66	184,868.01	3,575.64
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	684	4.450%	400,000.00	399,956.00	16.29	399,972.29	2,272.91
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	715	4.940%	200,000.00	199,780.00	73.01	199,853.01	435.56
National Rural Util Corp	4.750%	02/07/25	02/07/28	799	4.650%	55,000.00	54,975.80	6.28	54,982.08	827.29
Cisco Systems Inc	4.550%	02/24/25	02/24/28	816	4.560%	85,000.00	84,971.95	7.02	84,978.97	1,042.08
Chevron USA	4.475%	02/26/25	02/26/28	818	4.480%	175,000.00	175,000.00	0.00	175,000.00	2,066.58
State Street Corp	4.530%	02/28/25	02/28/28	820	4.540%	205,000.00	205,000.00	0.00	205,000.00	2,402.19
Mars Inc	4.600%	03/12/25	03/01/28	822	4.600%	50,000.00	49,999.50	0.18	49,999.68	575.00
Mars Inc	4.600%	03/12/25	03/01/28	822	4.530%	80,000.00	80,157.60	(37.41)	80,120.19	920.00
Commonwealth Bk	4.423%	03/14/25	03/14/28	835	4.420%	250,000.00	250,000.00	0.00	250,000.00	2,365.08
Kenvue Inc	5.050%	06/30/25	03/22/28	843	4.120%	150,000.00	153,541.50	(536.64)	153,004.86	1,451.88
Citigroup Inc	4.643%	05/07/25	05/07/28	889	4.640%	200,000.00	200,000.00	0.00	200,000.00	619.07
Astrazeneca Finance LLC	1.750%	05/07/25	05/28/28	910	4.260%	100,000.00	92,886.00	1,249.16	94,135.16	14.58
National Secs Clearing	5.000%	11/24/25	05/30/28	912	3.700%	300,000.00	307,494.00	(56.20)	307,437.80	41.67
HSBC USA	4.650%	06/03/25	06/03/28	916	4.650%	200,000.00	200,016.00	(2.43)	200,013.57	4,598.33
Target Corp	4.350%	06/10/25	06/15/28	928	4.350%	35,000.00	34,999.65	0.10	34,999.75	723.19
Comcast Corp	4.150%	11/07/25	10/15/28	1,050	4.100%	215,000.00	215,298.85	(6.56)	215,292.29	1,140.10
Paccar Financial Corp	4.000%	11/07/25	11/07/28	1,073	4.020%	60,000.00	59,966.40	0.71	59,967.11	160.00
Astrazeneca Finance LLC	4.850%	04/16/25	02/26/29	1,184	4.510%	110,000.00	111,287.00	(198.14)	111,088.86	1,407.85
Cisco Systems Inc	4.850%	11/07/25	02/26/29	1,184	4.020%	210,000.00	215,336.10	(103.64)	215,232.46	2,687.71
Merck & Co	3.400%	11/24/25	03/07/29	1,193	3.970%	165,000.00	162,127.35	16.20	162,143.55	1,309.00
KLA Corp	4.100%	11/14/25	03/15/29	1,201	4.080%	215,000.00	215,144.05	(1.85)	215,142.20	1,860.94
American Express Co	4.731%	04/25/25	04/25/29	1,242	4.730%	115,000.00	115,000.00	0.00	115,000.00	544.07
Bank of America Corp	4.623%	05/09/25	05/09/29	1,256	4.620%	200,000.00	200,000.00	0.00	200,000.00	565.03
United Parcel Service	2.500%	06/27/25	09/01/29	1,371	4.280%	100,000.00	93,246.00	638.57	93,884.57	625.00
Roche Holdings	4.203%	10/15/25	09/09/29	1,379	4.060%	200,000.00	200,980.00	(30.52)	200,949.48	1,914.70
Accenture Capital	4.050%	10/15/25	10/04/29	1,404	4.050%	175,000.00	175,003.50	0.13	175,003.63	1,122.19
BMW US Capital	5.050%	03/21/25	03/21/30	1,572	5.060%	95,000.00	94,975.30	3.26	94,978.56	932.85
State Street Corp	4.834%	04/24/25	04/24/30	1,606	4.830%	50,000.00	50,000.00	0.00	50,000.00	248.41
State Street Corp	4.834%	04/24/25	04/24/30	1,606	4.700%	140,000.00	140,855.40	(94.74)	140,760.66	695.56
Walmart	4.350%	04/28/25	04/28/30	1,610	4.390%	75,000.00	74,870.25	13.98	74,884.23	299.06
Blackrock Inc	2.400%	06/27/25	04/30/30	1,612	4.300%	150,000.00	137,688.00	988.55	138,676.55	310.00
Toyota Motor Credit Corp	4.800%	05/15/25	05/15/30	1,627	4.830%	95,000.00	94,891.70	10.72	94,902.42	202.67
National Secs Clearing	4.700%	05/20/25	05/20/30	1,632	4.710%	250,000.00	249,845.00	15.43	249,860.43	359.03
Citibank NA	4.914%	05/29/25	05/29/30	1,641	4.910%	250,000.00	250,000.00	0.00	250,000.00	68.25
John Deere Capital	4.550%	06/05/25	06/05/30	1,648	4.560%	100,000.00	99,947.00	4.97	99,951.97	2,224.44
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,658	4.520%	200,000.00	199,824.00	15.14	199,839.14	4,125.00
Novartis Capital	4.100%	11/05/25	11/05/30	1,801	4.170%	260,000.00	259,220.00	11.26	259,231.26	769.89
Shell Finance US	4.125%	11/06/25	11/06/30	1,802	4.210%	95,000.00	94,635.20	4.90	94,640.10	272.14
Shell Finance US	4.125%	11/06/25	11/06/30	1,802	4.190%	195,000.00	194,424.75	7.36	194,432.11	558.59
Alphabetic Inc	4.100%	11/06/25	11/15/30	1,811	4.070%	140,000.00	140,212.80	(2.48)	140,210.32	398.61
Alphabetic Inc	4.100%	11/06/25	11/15/30	1,811	4.070%	150,000.00	149,944.50	0.86	149,945.36	427.08
Cummins Inc	4.700%	05/09/25	02/15/31	1,903	4.700%	200,000.00	199,926.00	6.42	199,932.42	5,274.44
Meta Platforms Inc	4.600%	11/03/25	11/15/32	2,542	4.600%	60,000.00	59,995.20	0.20	59,995.40	214.67
Alphabetic Inc	4.375%	11/06/25	11/15/32	2,542	4.390%	120,000.00	119,862.00	1.21	119,863.21	364.58
Meta Platforms Inc	4.600%	11/03/25	11/15/32	2,542	4.730%	230,000.00	228,252.00	17.67	228,269.67	822.89
	Weighted Avg Maturity			1,694	3.806%	$ 29,461,017.17	$ 29,154,404.27	$ 108,578.09	$ 29,262,982.36	$ 172,906.88

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
November 30, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 11/30/25
Capital Reserve (01-122000)										
IIIT - Money Market (PFM Asset Management)	3.960%	11/30/25	12/01/25	1	3.960%	114,150.67	114,150.67	0.00	114,150.67	-
US Treasury Notes	1.250%	09/03/24	11/30/26	365	3.840%	2,275,000.00	2,149,519.54	68,277.48	2,217,797.02	78.13
US Treasury Notes	4.000%	09/03/24	11/30/26	365	3.840%	245,000.00	243,832.42	469.30	244,301.72	3,701.63
US Treasury Notes	4.000%	12/05/24	01/15/27	411	4.220%	4,000,000.00	3,982,187.50	8,155.77	3,990,343.27	60,434.78
US Treasury Notes	4.125%	12/04/24	02/15/27	442	4.190%	50,000.00	49,931.64	30.14	49,961.78	605.30
US Treasury Notes	2.250%	11/05/24	02/15/27	442	4.180%	1,875,000.00	1,796,923.83	35,814.01	1,832,737.84	12,381.11
US Treasury Notes	4.125%	05/06/25	02/28/27	455	3.880%	510,000.00	512,131.64	(655.28)	511,476.36	5,346.55
US Treasury Notes	4.250%	01/07/25	03/15/27	470	4.220%	2,075,000.00	2,076,053.71	(421.26)	2,075,632.45	18,758.11
US Treasury Notes	4.500%	03/13/25	05/15/27	531	3.960%	500,000.00	505,546.88	(1,779.43)	503,767.45	994.48
US Treasury Notes	4.500%	11/17/28	05/15/27	531	3.590%	600,000.00	607,875.00	(200.09)	607,674.91	1,193.37
US Treasury Notes	4.500%	02/07/25	05/15/27	531	4.260%	1,600,000.00	1,608,250.00	(2,861.62)	1,605,388.38	3,182.32
US Treasury Notes	3.875%	10/06/25	05/31/27	547	3.600%	140,000.00	140,601.56	(53.97)	140,547.59	14.90
US Treasury Notes	3.875%	07/22/25	05/31/27	547	3.870%	280,000.00	280,010.94	(1.66)	280,009.28	29.81
US Treasury Notes	3.125%	09/04/25	08/31/27	639	3.680%	1,725,000.00	1,706,874.02	2,155.89	1,709,029.91	13,699.93
US Treasury Notes	1.125%	04/03/25	02/29/28	821	3.840%	400,000.00	370,421.88	6,453.86	376,875.74	1,143.65
US Treasury Notes	3.750%	05/21/25	05/15/28	897	3.940%	200,000.00	198,953.13	176.87	199,130.00	331.49
US Treasury Notes	3.750%	07/03/25	05/15/28	897	3.690%	1,950,000.00	1,952,970.70	(402.48)	1,952,568.22	3,232.04
US Treasury Notes	3.750%	06/05/25	05/31/28	913	3.890%	1,300,000.00	1,290,351.56	1,506.80	1,291,858.36	129.46
US Treasury Notes	4.000%	08/05/25	06/30/28	943	3.890%	1,725,000.00	1,730,053.71	(529.35)	1,729,524.36	28,875.00
US Treasury Notes	4.125%	09/04/25	07/31/28	974	3.650%	1,650,000.00	1,671,462.89	(1,682.06)	1,669,780.83	22,749.15
US Treasury Notes	3.125%	10/06/25	11/15/28	1,081	3.580%	1,585,000.00	1,563,887.31	982.91	1,564,870.22	2,189.23
US Treasury Notes	3.125%	10/06/25	11/30/28	1,096	3.620%	1,150,000.00	1,175,066.41	(525.36)	1,174,541.05	138.22
Conneticut St Txbl	5.050%	06/22/23	05/15/26	166	4.550%	90,000.00	91,206.90	(1,017.13)	90,189.77	202.00
New York H	4.669%	04/29/25	02/01/28	793	4.670%	125,000.00	125,000.00	0.00	125,000.00	1,945.42
NYC Transitional	4.487%	05/29/25	05/01/28	883	4.490%	125,000.00	125,000.00	0.00	125,000.00	467.40
Oregon St B	4.368%	04/29/25	05/01/28	883	4.370%	145,000.00	145,000.00	0.00	145,000.00	527.80
FN AL2092	3.000%	03/06/18	07/01/27	578	2.980%	16,393.96	16,414.45	(16.88)	16,397.57	40.98
Fannie Mae Pool	3.500%	04/05/18	02/01/28	793	3.230%	36,810.32	37,650.06	(650.09)	36,999.97	107.36
Fannie Mae Pool	3.500%	04/05/18	03/01/28	822	3.230%	18,465.43	18,886.67	(323.38)	18,563.29	53.86
Fannie Mae Pool	3.500%	04/05/18	04/01/28	853	3.240%	22,558.54	23,052.01	(375.69)	22,676.32	65.80
FR ZT1267	2.500%	08/21/19	05/01/28	883	2.320%	21,578.37	21,878.44	(214.96)	21,663.48	44.95
FN CA1940	4.000%	07/11/18	06/01/28	914	3.640%	26,406.34	27,190.28	(581.77)	26,608.51	88.02
FG J32374	2.500%	02/17/22	11/01/28	1,067	2.220%	82,940.60	84,392.06	(815.40)	83,576.66	172.79
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,187	3.630%	15,945.20	16,436.02	(328.35)	16,107.67	53.15
FN FS2986	4.000%	10/21/22	10/01/32	2,497	4.370%	191,243.12	185,565.59	1,764.38	187,329.97	637.48
FR SB0364	3.500%	06/21/21	06/01/35	3,470	2.830%	116,007.99	124,998.60	(2,847.03)	122,151.57	338.36
FNA 2016-M12 A2	2.527%	11/27/23	09/01/26	275	5.050%	299,769.26	279,698.77	13,716.16	293,414.93	503.11
FNA 2017-M8 A2	3.061%	06/28/24	05/01/27	517	4.920%	270,831.31	257,511.91	6,057.79	263,569.70	690.85
FHMS K066 A2	3.117%	08/15/24	06/01/27	548	4.170%	500,000.00	485,722.66	6,210.97	491,933.63	1,298.75
FNA 2024-M6 A2	2.905%	12/17/24	07/01/27	578	4.320%	505,000.00	487,325.00	6,210.64	493,535.64	1,262.86
FHMS KJ28 A2	2.308%	01/11/24	10/01/27	670	3.910%	364,251.74	343,591.83	9,870.84	353,462.67	700.58
FHMS K070 A2	3.303%	07/05/24	11/01/27	701	4.890%	500,000.00	475,136.72	9,763.59	484,900.31	1,376.25
FHMS K071 A2	3.286%	03/31/25	11/01/27	701	4.360%	500,000.00	486,914.06	2,828.18	489,742.24	1,369.17
FHMS K072 A2	3.444%	04/11/25	12/01/27	731	4.200%	465,000.00	455,936.13	2,035.55	457,971.68	1,334.55
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	762	4.070%	441,773.47	429,245.05	2,756.61	432,001.66	1,113.85
FHMS K506 A1	4.650%	09/14/23	05/01/28	883	5.010%	634,418.98	624,931.26	4,178.93	629,110.19	2,458.37
FHMS KJ46 A1	4.777%	04/05/24	06/01/28	914	4.990%	469,843.21	465,989.02	1,511.25	467,500.27	1,870.37
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	944	4.580%	615,753.25	605,314.30	4,887.80	610,202.10	2,150.01
FHMS K109 A1	1.036%	04/24/24	10/01/29	1,401	3.380%	627,763.38	553,805.00	0.00	553,805.00	541.97
FHMS K106 A1	1.783%	04/11/24	10/01/29	1,401	3.680%	665,791.70	602,411.45	17,373.05	619,784.50	989.26
FHR 4096 PA	1.375%	02/21/20	08/01/27	609	1.490%	32,850.54	32,583.63	205.96	32,789.59	37.64
FNR 2012-107 GA	1.500%	12/03/19	09/01/27	640	1.690%	4,073.91	4,017.57	43.22	4,060.79	5.09

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
November 30, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 11/30/25
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	883	1.860%	50,516.04	50,089.81	301.01	50,390.82	73.67
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,866	1.180%	107,782.90	105,223.06	675.20	105,898.26	89.82
FHR 5050 XL	1.000%	07/16/24	07/01/36	3,866	1.820%	241,961.63	220,600.96	2,079.50	222,680.46	201.63
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,961	1.690%	289,149.49	262,854.96	1,986.33	264,841.29	240.96
FHR 5277 CA	2.500%	04/08/24	12/01/39	5,114	3.140%	294,772.83	271,214.03	2,469.57	273,683.60	614.11
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,631	1.550%	290,131.58	266,649.05	1,573.33	268,222.38	241.78
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,123	2.400%	39,895.44	40,655.95	(173.44)	40,482.51	83.12
Federal Home Loan Bank Notes	1.145%	08/14/23	12/30/26	395	4.060%	975,000.00	895,118.25	54,327.47	949,445.72	4,130.21
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	437	3.370%	675,000.00	604,300.50	51,872.63	656,173.13	1,727.44
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	451	3.240%	710,000.00	644,104.90	47,964.19	692,069.09	1,951.32
American Honda Finance	4.900%	03/14/24	03/12/27	467	4.890%	85,000.00	84,953.25	26.03	84,979.28	913.99
American Honda Finance	4.900%	03/13/24	03/12/27	467	4.920%	90,000.00	90,036.90	(20.47)	90,016.43	967.75
Hormel Foods	4.800%	08/09/24	03/30/27	485	4.400%	230,000.00	231,830.80	(912.24)	230,918.56	1,870.67
BMW US Capital	4.900%	04/02/24	04/02/27	488	4.940%	200,000.00	199,762.00	127.97	199,889.97	1,606.11
BP Cap Markets America	3.588%	05/17/24	04/14/27	500	4.950%	250,000.00	240,860.00	4,676.75	245,536.75	1,171.08
JP Morgan Chase	1.158%	05/20/24	04/22/27	508	4.150%	380,000.00	353,384.80	13,546.78	366,931.58	649.61
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	537	5.410%	90,000.00	90,000.00	0.00	90,000.00	135.35
American Honda Finance	4.900%	07/10/24	07/09/27	586	4.950%	325,000.00	324,580.75	187.38	324,768.13	6,281.53
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	684	4.450%	330,000.00	330,000.00	0.00	330,000.00	1,875.15
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	684	4.450%	405,000.00	404,955.45	16.49	404,971.94	2,301.32
Pfizer	3.875%	11/21/25	11/15/27	715	3.880%	235,000.00	234,974.15	0.42	234,974.57	252.95
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	715	4.940%	360,000.00	359,604.00	131.41	359,735.41	784.00
National Rural Util Corp	4.750%	02/07/25	02/07/28	799	4.650%	95,000.00	94,958.20	10.85	94,969.05	1,428.96
Cisco Systems Inc	4.550%	02/24/25	02/24/28	816	4.560%	195,000.00	194,935.65	16.10	194,951.75	2,390.65
Chevron USA	4.475%	02/26/25	02/26/28	818	4.480%	430,000.00	430,000.00	0.00	430,000.00	5,077.88
State Street Corp	4.530%	02/28/25	02/28/28	820	4.540%	615,000.00	615,000.00	0.00	615,000.00	7,206.57
Mars Inc	4.600%	03/12/25	03/01/28	822	4.600%	90,000.00	89,999.10	0.33	89,999.43	1,035.00
Mars Inc	4.600%	03/12/25	03/01/28	822	4.530%	150,000.00	150,295.50	(70.14)	150,225.36	1,725.00
Johnson & Johnson	4.550%	03/04/25	03/01/28	822	4.270%	250,000.00	251,907.50	(464.56)	251,442.94	2,843.75
Paccar Financial	4.550%	03/03/25	03/03/28	824	4.570%	185,000.00	184,887.15	27.00	184,914.15	2,057.61
Commonwealth Bk	4.423%	03/14/25	03/14/28	835	4.420%	285,000.00	285,000.00	0.00	285,000.00	2,696.19
BMW US Capital	4.750%	03/21/25	03/21/28	842	4.770%	295,000.00	294,852.50	32.92	294,885.42	2,724.65
Kenvue Inc	5.050%	06/30/25	03/22/28	843	4.120%	265,000.00	271,256.65	(948.07)	270,308.58	2,564.98
JP Morgan Chase	4.323%	10/06/25	04/26/28	878	4.160%	375,000.00	376,425.00	(136.10)	376,288.90	1,576.09
Citigroup Inc	4.643%	05/07/25	05/07/28	889	4.640%	370,000.00	370,000.00	0.00	370,000.00	1,145.27
Cummins Inc	4.250%	05/09/25	05/09/28	891	4.280%	25,000.00	24,982.50	3.12	24,985.62	64.93
Astrazeneca Finance LLC	1.750%	05/07/25	05/28/28	910	4.260%	400,000.00	371,544.00	4,996.64	376,540.64	58.33
National Secs Clearing	5.000%	04/23/25	05/30/28	912	4.310%	250,000.00	254,195.00	(796.46)	253,398.54	34.72
National Secs Clearing	5.000%	11/24/25	05/30/28	912	3.700%	250,000.00	256,245.00	(46.83)	256,198.17	34.72
National Secs Clearing	5.000%	05/23/25	05/30/28	912	4.330%	480,000.00	487,545.60	(1,270.54)	486,275.06	66.67
HSBC USA	4.650%	06/03/25	06/03/28	916	4.650%	375,000.00	375,030.00	(4.56)	375,025.44	8,621.88
Target Corp	4.350%	06/10/25	06/15/28	928	4.350%	65,000.00	64,999.35	0.19	64,999.54	1,343.06
Analog Devices Inc	4.500%	06/16/25	06/15/28	928	4.290%	275,000.00	274,703.00	43.59	274,746.59	5,356.77
PNC Bank	4.429%	10/08/25	07/21/28	964	4.190%	375,000.00	377,276.25	(180.98)	377,095.27	5,997.60
Home Depot	3.750%	09/15/25	09/15/28	1,020	3.770%	95,000.00	94,938.25	4.19	94,942.44	752.08
Comcast Corp	4.150%	11/07/25	10/15/28	1,050	4.100%	380,000.00	380,528.20	(11.60)	380,516.60	2,015.06
Novartis Capital	4.100%	11/05/25	11/05/28	1,071	3.910%	205,000.00	204,954.90	1.27	204,956.17	577.42
Novartis Capital	4.100%	11/05/25	11/05/28	1,071	3.890%	460,000.00	460,156.40	(2.97)	460,153.43	1,295.67
Paccar Financial Corp	4.000%	11/07/25	11/07/28	1,073	4.020%	110,000.00	109,938.40	1.31	109,939.71	293.33
Caterpillar	4.000%	11/14/25	11/14/28	1,080	3.970%	500,000.00	499,735.00	4.16	499,739.16	932.64
Alphabetic Inc	4.100%	11/06/25	11/15/28	1,081	3.910%	60,000.00	59,948.40	1.16	59,949.56	161.46
Alphabetic Inc	4.100%	11/06/25	11/15/28	1,081	3.830%	450,000.00	450,589.50	(12.12)	450,577.38	1,210.94
Amazon	4.850%	11/20/25	11/20/28	1,086	3.910%	360,000.00	359,920.80	1.20	359,922.00	429.00
Cisco Systems Inc	4.850%	11/07/25	02/26/29	1,184	4.020%	370,000.00	379,401.70	(182.60)	379,219.10	4,735.49
Merck & Co	3.400%	11/21/25	03/07/29	1,193	3.970%	290,000.00	284,951.10	28.48	284,979.58	2,300.67
KLA Corp	4.100%	11/14/25	03/15/29	1,201	4.080%	510,000.00	510,341.70	(4.40)	510,337.30	4,414.33
American Express Co	4.731%	04/25/25	04/25/29	1,242	4.730%	210,000.00	210,000.00	0.00	210,000.00	993.51
Bank of America Corp	4.623%	05/09/25	05/09/29	1,256	4.620%	370,000.00	370,000.00	0.00	370,000.00	1,045.31
Truist Bank	4.136%	11/10/25	10/23/29	1,423	4.230%	375,000.00	373,706.25	17.86	373,724.11	1,637.17
	Weighted Avg Maturity		855		4.027%	$ 51,373,831.20	$ 50,510,764.50	$ 379,069.46	$ 50,889,833.96	$ 308,665.64
	TOTAL ALL FUNDS				3.839%	$ 149,388,458.70	$ 147,342,835.96	872,360.66	$ 148,215,196.62	$ 773,002.81
	Less: Net Unsettled Trades								(348,044.62)	
November 30, 2025	90 DAY US TREASURY YIELD				3.88%				$ 147,867,152.00	
	3 month US Treasury Bill Index				3.82%					
	0-3 Year US Treasury Index				3.54%					
	1-3 Year US Treasury Index				3.53%					
	1-5 Year US Treasury Index				3.53%					
	1-10 Year US Treasury Index				3.60%					

DuPAGE WATER COMMISSION
WATERLINK INVESTMENTS
(Unaudited)
November 30, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 11/30/25
Waterlink (01-122500)										
--										
IIIT - Money Market	3.960%	11/30/25	12/01/25	1	3.960%	14,412.96	14,412.96	0.00	14,412.96	-
Chariot Funding LLC	0.000%	10/07/25	12/09/25	9	4.100%	4,000,000.00	3,971,300.00	25,055.56	3,996,355.56	-
Cabot Trail Funding LLC	0.000%	10/07/25	12/11/25	11	4.080%	5,725,000.00	5,682,825.83	35,685.84	5,718,511.67	-
Atlantic Asset Sec LLC	0.000%	10/06/25	12/16/25	16	4.100%	3,000,000.00	2,975,741.67	19,133.33	2,994,875.00	-
Manhattan Asset Fdg Co	0.000%	10/07/25	01/05/26	36	4.000%	4,000,000.00	3,960,000.00	24,444.44	3,984,444.44	-
Autobahn Funding Co LLC	0.000%	10/24/25	01/22/26	53	3.980%	4,300,000.00	4,257,215.00	18,064.78	4,275,279.78	-
Ridgefield Funding Co LLC	0.000%	11/03/25	02/02/26	64	3.990%	4,250,000.00	4,207,135.21	13,189.17	4,220,324.38	-
Sheffield Receivables	0.000%	11/06/25	02/09/26	71	3.960%	4,050,000.00	4,007,677.50	11,137.50	4,018,815.00	-
Sheffield Receivables	0.000%	11/20/25	02/17/26	79	4.000%	4,300,000.00	4,257,477.78	5,255.56	4,262,733.34	-
MUFG Bank	0.000%	11/21/25	02/23/26	85	4.010%	4,300,000.00	4,254,976.61	4,789.72	4,259,766.33	-
	Weighted Avg Maturity		47		4.024%	$ 37,939,412.96	$ 37,588,762.56	$156,755.90	$ 37,745,518.46	$ -
	Less: Net Unsettled Trades								-	
									$ 37,745,518.46	

DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS
TREASURER'S REPORT
STATEMENT OF CASH FLOWS
For the Period from May 1, 2025 to November 30, 2025

	Operating	Waterlink
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from customers	$ 95,339,009	$ -
Cash payments to suppliers	(91,482,125)	-
Cash payments to employees	(2,632,757)	-
Net cash from operating activities	1,224,127	-
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Cash received from sales taxes	97,992	-
Cash received/paid from long term loans	302,417	-
Cash payments for net pension activity	0	-
Net cash from noncapital financing activities	400,409	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Interest paid	0	-
Principal paid	0	-
Escrow activity	41,526	9,337,640
Construction and purchase of capital assets	(1,881,095)	-
Net cash from capital and related financing activities	(1,839,569)	9,337,640
CASH FLOWS FROM INVESTING ACTIVITIES		
Investment income	3,340,926	710,925
Net cash from investing activities	3,340,926	710,925
Net Increase (Decrease) in cash and investments	3,125,893	10,048,565
CASH AND INVESTMENTS, MAY 1, 2025	149,768,536	35,673,160
CASH AND INVESTMENTS, NOVEMBER 30, 2025	$ 152,894,429	$ 45,721,725

November 30, 2025
TREASURER'S REPORT
DPWC MONTHLY CASH/OPERATING REPORT

	11/30/2025					
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed		**Amount On Hand**		**Amount Over - (Under) Target**	
TABLE 1	**A**		**B**		**C**	
RESERVE ANALYSIS - DWC FUNDS						
A .Operating Reserve	$	52,580,083	$	53,987,920	$	1,407,837
# of days per current fiscal year management budget		*120*		*123*		
B. Capital Reserve (3)	$	23,950,000	$	49,857,901	$	25,907,901
C. Long Term Water Capital Reserve	$	28,825,000	$	29,262,982	$	437,982
D. O+M Account (1)	$	11,901,858	$	11,753,664	$	(148,194)
E. Current Construction Obligation	$	1,031,933	$	1,031,933	$	-
F. General Fund	$	-	$	4,825,892	$	4,825,892
DWC FUNDS AND ADJUSTED TARGETS	**$**	**118,288,874**	**$**	**150,720,292**	**$**	**32,431,419**
G. Waterlink - DWC Improvements Per 5 Year Capital Plan	$	31,000,000	$	-	$	(31,000,000)
H. Alternative Water Source Per 5 Year Capital Plan	$	35,000,000	$	-	$	(35,000,000)
DWC FUNDS AND FULL TARGETS	**$**	**184,288,874**	**$**	**150,720,292**	**$**	**(33,568,581)**
I. Customer Construction Escrows (2)	$	47,895,861	$	47,895,861	$	-
TOTAL SUMMARY CASH + RESERVE ANALYSIS	**$**	**232,184,735**	**$**	**198,616,154**	**$**	**(33,568,581)**

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

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

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

MEMORANDUM

To: Chairman and Commissioners

From: Bill Fates, Treasurer

Date: 1/8/2026

Subject: TREASURER'S REPORT – December 31, 2025

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

Summary of Cash & Investments (Page 4)

1. DWC cash and investments totaled $155.4 million on December 31st, an increase of $2.5 million compared to the previous month. Accounts receivable ($15.8M) decreased by $0.8 million in December due to timing of collections more than offsetting higher water sales. Waterlink escrow balances increased by $15.1 million.

2. The month end balances in the BMO Harris checking and money market accounts were $6.9 million and $8.9 million, respectively.

3. During the month of December, commercial paper increased by $0.7 million and U.S. Treasury and Agency investments each increased by $0.4 million. IIIT money market funds decreased by $1.3 million.

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

5. For the eight months ended December 31, 2025, the Commission's cash and investments increased a total of $5.6 million. The Waterlink Escrow Account increased by $25.1 million.
   - The Operating & Maintenance Account increased by $1.9 million for an ending balance of $15.8 million.
   - The General Account decreased by approximately $453,000 for an ending balance of $4.8 million.
   - The Operating Reserve Account increased by approximately $1.5 million for a balance of $54.3 million.
   - The Long-Term Capital Reserve Account increased by approximately $1.3 million for a balance of $29.4 million, which includes a $600,000 transfer from the General Fund.

- The Capital Reserve Fund increased by approximately $1.4 million for a balance of $51.1 million.

ACCOUNT	Balance 4/30/2025	Balance 12/31/2025	Increase (Decrease)
Operations & Maintenance	$ 13,910,843	$ 15,792,269	$ 1,881,426
General Account	5,295,626	4,842,141	(453,485)
Operating Reserve	52,796,982	54,250,171	1,453,189
Long-Term Capital Reserve	28,073,976	29,382,796	1,308,820
Capital Reserve	49,691,109	51,084,756	1,393,647
Total Cash & Investments	$ 149,768,536	$ 155,352,133	$ 5,583,597
Waterlink Escrow	35,673,160	60,816,702	25,143,542

<u>Schedule of Investments (Pages 5-12)</u>

1. The average yield to maturity on the Commission's investments was 3.79%, down from the prior month average yield to maturity of 3.84%. The amortized cost of our investments was $148.5 million on December 31st. The average yield to maturity on Waterlink's investments was 4.02%.

2. The portfolio ended the month of December 2025 with $501,000 of unrealized gains, compared to $64,000 of unrealized gains on April 30, 2025.

3. The maturity distribution, excluding money market accounts but including Waterlink investments, was as follows: 0-1 year 28%, >1<3 years 43%, >3<5 years 21%, and >5 years 8%.

<u>Statement of Cash Flows (Page 13)</u>

1. The statement of cash flow shows a breakdown of the $5.6 million increase in cash and investments for the fiscal year. Waterlink escrow funds increased $25.1 million.

2. Operating activities increased cash by approximately $3.0 million as of the end of December 2025.

3. The decrease in Loans Receivable increased cash by approximately $339,000.

4. Capital Assets purchased were $1.9 million.

5. Cash flow from investment activity generated approximately $4.0 million of income.

<u>Reserve Analysis (Page 14)</u>

1. The Operating Reserve account was $54.3 million, which is approximately 124 days, this amount meets the minimum balance per the current reserve policy. The Operating and Maintenance Account was $13.6 million, which is a balance currently sufficient to cover an estimated 31 days of normal operation and maintenance costs.

2. The reserve analysis report shows the Commission has met recommended reserve balances for the Operating Reserve, Long-Term Water Capital, and Capital Account less Waterlink and Alternative Water Source projects on December 31st.

Respectfully submitted,

Bill Fates, CPA
Treasurer

DuPAGE WATER COMMISSION
TREASURER'S REPORT
SUMMARY OF CASH AND INVESTMENTS
12/31/2025

FUNDS CONSIST OF:	12/31/2025	11/30/2025	Increase/(Decrease)
PETTY CASH	$ 1,300.00	$ 1,300.00	$ -
OPERATING & MAINTENANCE	6,869,705.21	5,025,976.66	1,843,728.55
TOTAL CASH	$ 6,871,005.21	$ 5,027,276.66	$ 1,843,728.55
BMO HARRIS MONEY MARKET FUNDS	$ 8,921,263.87	$ 8,900,523.70	$ 20,740.17
IIIT MONEY MARKET FUNDS	2,528,910.79	3,871,309.34	(1,342,398.55)
U. S. TREASURY INVESTMENTS	64,415,447.91	64,020,673.89	394,774.02
U. S. AGENCY INVESTMENTS	4,816,783.64	4,460,600.61	356,183.03
MUNICIPAL BONDS	1,545,155.06	1,545,189.77	(34.71)
COMMERCIAL PAPER	3,382,418.89	2,709,511.36	672,907.53
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	27,122,976.23	26,863,216.99	259,759.24
CERTIFICATES OF DEPOSIT	0.00	0.00	-
CORPORATE NOTES	35,748,171.09	35,496,126.34	252,044.75
TOTAL INVESTMENTS	$ 148,481,127.48	$ 147,867,152.00	$ 613,975.48
DWC TOTAL CASH AND INVESTMENTS	$ 155,352,132.69	$ 152,894,428.66	$ 2,457,704.03
WATERLINK CASH	$ 22,943,299.18	$ 7,976,206.58	$ 14,967,092.60
WATERLINK INVESTMENTS	37,873,403.12	37,745,518.46	127,884.66
WATERLINK ESCROW	$ 60,816,702.30	$ 45,721,725.04	$ 15,094,977.26

	12/31/2025	11/30/2025	% CHANGE
BMO HARRIS MONEY MARKET FUNDS	6.0%	6.1%	-34.7%
IIIT MONEY MARKET FUNDS	1.7%	2.6%	0.2%
U. S. TREASURY INVESTMENTS	43.4%	43.3%	0.6%
U. S. AGENCY INVESTMENTS	3.2%	3.0%	8.0%
MUNICIPAL BONDS	1.0%	1.0%	0.0%
COMMERCIAL PAPER	2.3%	1.8%	24.8%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	18.3%	18.2%	1.0%
CERTIFICATES OF DEPOSIT	0.0%	0.0%	N/A
CORPORATE NOTES	24.1%	24.0%	0.7%
TOTAL INVESTMENTS	100.0%	100.0%	0.4%

Note 1 - Investments are carried at amortized cost.

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
December 31, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 12/31/25
Water Fund Oper. & Maint. Acct. (01-121103)										
BMO Harris - Money Market	2.663%	12/31/25	01/01/26	1	2.663%	$ 8,921,263.87	$ 8,921,263.87	0.00	$ 8,921,263.87	-
Water Fund General Account (01-121700)										
IIIT - Money Market	3.780%	12/31/25	01/01/26	1	3.780%	2,109,288.59	2,109,288.59	0.00	2,109,288.59	-
Mont Blanc Capital	0.000%	08/19/25	01/15/26	15	4.220%	1,000,000.00	982,651.11	15,707.78	998,358.89	-
Manhatten Asset Fdg	0.000%	09/30/25	02/09/26	40	4.000%	620,000.00	610,906.67	6,406.66	617,313.33	-
Sumitomo Mitsue Trust NY	0.000%	12/09/25	03/06/26	65	3.910%	1,125,000.00	1,114,369.69	2,810.31	1,117,180.00	-
	Weighted Avg Maturity		24		3.929%	$ 4,854,288.59	$ 4,817,216.06	$ 24,924.75	$ 4,842,140.81	$ -
Water Fund Operating Reserve (01-121800)										
IIIT - Money Market	3.780%	12/31/25	01/01/26	1	3.780%	183,520.94	183,520.94	0.00	183,520.94	-
US Treasury Notes	0.750%	01/05/22	08/31/26	243	1.350%	650,000.00	632,582.03	14,937.01	647,519.04	1,656.42
US Treasury Notes	0.875%	12/02/21	09/30/26	273	1.210%	600,000.00	590,648.44	7,905.50	598,553.94	1,341.35
US Treasury Notes	1.250%	02/14/22	11/30/26	334	1.920%	925,000.00	896,563.48	23,025.46	919,588.94	1,016.48
US Treasury Notes	1.250%	02/14/22	12/30/26	364	1.930%	800,000.00	774,937.50	19,940.24	794,877.74	27.62
US Treasury Notes	2.250%	10/10/24	02/15/27	411	3.950%	75,000.00	72,161.13	1,449.87	73,611.00	637.40
US Treasury Notes	4.125%	05/06/25	02/28/27	424	3.880%	535,000.00	537,236.13	(791.40)	536,444.73	7,498.50
US Treasury Notes	4.500%	03/13/25	05/15/27	500	3.960%	530,000.00	535,879.69	(2,116.37)	533,763.32	3,096.55
US Treasury Notes	2.375%	07/06/22	05/15/27	500	2.910%	650,000.00	634,333.99	11,259.39	645,593.38	2,004.32
US Treasury Notes	3.875%	10/06/25	05/31/27	516	3.600%	200,000.00	200,859.38	(120.81)	200,738.57	681.32
US Treasury Notes	3.875%	07/22/25	05/31/27	516	3.870%	590,000.00	590,023.05	(4.58)	590,018.47	2,009.89
US Treasury Notes	2.625%	06/03/22	05/31/27	516	2.920%	750,000.00	739,716.80	7,378.18	747,094.98	1,730.77
US Treasury Notes	2.625%	10/11/24	05/31/27	516	3.910%	775,000.00	750,236.33	11,189.11	761,425.44	1,788.46
US Treasury Notes	3.250%	08/05/22	06/30/27	546	2.780%	850,000.00	868,062.50	(12,563.02)	855,499.48	76.31
US Treasury Notes	3.375%	10/03/24	09/15/27	623	3.520%	600,000.00	597,492.19	1,030.87	598,523.06	6,041.44
US Treasury Notes	3.500%	10/29/25	09/30/27	638	3.500%	200,000.00	199,984.38	1.53	199,985.91	1,788.46
US Treasury Notes	3.500%	10/29/25	09/30/27	638	3.500%	250,000.00	249,990.23	0.97	249,991.20	2,235.58
US Treasury Notes	3.500%	02/02/23	01/31/28	761	3.640%	650,000.00	645,962.89	2,354.98	648,317.87	9,520.38
US Treasury Notes	2.750%	09/03/24	02/15/28	776	3.750%	2,625,000.00	2,540,712.89	31,160.18	2,571,873.07	27,266.47
US Treasury Notes	3.500%	05/02/23	04/30/28	851	3.600%	1,500,000.00	1,493,320.31	3,568.60	1,496,888.91	8,991.71
US Treasury Notes	3.625%	06/05/23	05/31/28	882	3.700%	750,000.00	747,539.06	1,270.99	748,810.05	2,390.11
US Treasury Notes	4.375%	11/05/24	08/31/28	974	4.190%	1,100,000.00	1,107,003.91	(2,007.46)	1,104,996.45	16,351.86
US Treasury Notes	1.500%	01/04/24	11/30/28	1,065	3.970%	650,000.00	578,982.43	28,850.88	607,833.31	857.14
US Treasury Notes	1.375%	02/05/24	12/31/28	1,096	4.020%	500,000.00	441,660.15	22,671.44	464,331.59	18.99
US Treasury Notes	3.875%	06/05/25	12/31/28	1,096	3.960%	825,000.00	822,131.84	356.92	822,488.76	8,167.84
US Treasury Notes	4.000%	12/05/24	10/31/29	1,400	4.150%	1,200,000.00	1,192,078.13	1,603.39	1,193,681.52	8,220.99
US Treasury Notes	3.875%	09/04/25	11/30/29	1,430	3.720%	685,000.00	689,174.22	(297.63)	688,876.59	2,333.52
US Treasury Notes	3.875%	02/07/25	11/30/29	1,430	4.340%	1,000,000.00	980,156.25	3,403.85	983,560.10	3,406.59
US Treasury Notes	3.875%	01/07/25	12/31/29	1,461	4.360%	775,000.00	758,289.06	3,022.33	761,311.39	82.96
US Treasury Notes	3.500%	03/04/25	01/31/30	1,492	4.070%	850,000.00	828,517.58	3,339.90	831,857.48	12,449.73
US Treasury Notes	1.500%	04/03/25	02/15/30	1,507	3.900%	410,000.00	366,773.83	6,123.55	372,897.38	2,322.96
US Treasury Notes	3.875%	12/26/25	04/30/30	1,581	3.690%	360,000.00	362,657.81	(9.16)	362,648.65	2,389.23
US Treasury Notes	3.750%	08/05/25	06/30/30	1,642	3.990%	850,000.00	841,068.36	674.40	841,742.76	88.05
US Treasury Notes	3.875%	09/04/25	07/31/30	1,673	3.760%	150,000.00	150,761.72	(45.77)	150,715.95	2,432.40
US Treasury Notes	4.125%	10/06/25	08/31/30	1,704	3.680%	960,000.00	978,937.50	(852.26)	978,085.24	13,455.25
US Treasury Notes	4.625%	11/06/25	09/30/30	1,734	3.720%	500,000.00	520,039.06	(576.33)	519,462.73	5,908.31
US Treasury Notes	3.625%	12/04/25	10/31/30	1,765	3.610%	1,000,000.00	1,000,429.69	(3.51)	1,000,426.18	6,208.56
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	439	2.890%	185,000.00	185,000.00	0.00	185,000.00	1,573.16
NYC Transitional	4.619%	05/29/25	05/01/29	1,217	4.620%	145,000.00	145,000.00	0.00	145,000.00	1,116.26
FN AL2092	3.000%	03/06/18	07/01/27	547	2.980%	19,560.19	19,584.64	(20.36)	19,564.28	48.90
FN AP4718	2.500%	07/20/18	08/01/27	578	2.750%	26,689.13	26,159.51	433.41	26,592.92	55.60
Fannie Mae Pool	3.500%	04/05/18	02/01/28	762	3.230%	42,081.78	43,041.77	(751.27)	42,290.50	122.74
Fannie Mae Pool	3.500%	04/05/18	03/01/28	791	3.230%	7,425.53	7,594.92	(131.45)	7,463.47	21.66
FR ZT1267	2.500%	08/21/19	05/01/28	852	2.320%	29,713.68	30,126.88	(299.94)	29,826.94	61.90
FN CA1940	4.000%	07/11/18	06/01/28	883	3.640%	33,940.79	34,948.40	(756.20)	34,192.20	113.14
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	913	2.720%	52,894.77	54,241.93	(1,025.02)	53,216.91	132.24
FG J32374	2.500%	02/17/22	11/01/28	1,036	2.220%	87,021.56	88,544.44	(874.34)	87,670.10	181.29
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,156	3.630%	25,712.50	26,503.96	(536.05)	25,967.91	85.71
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,462	3.000%	27,656.37	29,281.18	(1,169.90)	28,111.28	80.66
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,674	2.630%	58,734.78	61,313.60	(1,751.69)	59,561.91	146.84
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,766	2.960%	58,996.56	62,822.13	(2,556.61)	60,265.52	172.07
FR ZS7331	3.000%	02/13/20	12/01/30	1,796	2.600%	109,299.37	113,432.25	(2,235.16)	111,197.09	273.25
FN FM1082	3.000%	08/19/19	09/01/31	2,070	2.720%	66,558.88	68,482.85	(1,011.92)	67,470.93	166.40
FG G16720	3.500%	01/25/19	11/01/31	2,131	3.340%	58,342.03	59,280.96	(507.99)	58,772.97	170.16
FG G16635	3.000%	04/18/19	02/01/32	2,223	2.930%	106,558.08	107,403.06	(441.17)	106,961.89	266.40
FN FS2986	4.000%	10/21/22	10/01/32	2,466	4.370%	203,508.96	197,467.29	1,927.84	199,395.13	678.36
Fannie Mae Pool	3.500%	02/13/18	01/01/33	2,558	3.300%	67,107.18	68,659.03	(818.04)	67,840.99	195.73
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,589	3.730%	25,738.20	26,514.38	(399.33)	26,115.05	85.79
FN CA1455	4.000%	12/20/18	03/01/33	2,617	3.760%	95,096.09	97,570.08	(1,219.17)	96,350.91	316.99

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
December 31, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 12/31/25
FN BM5830	3.500%	06/05/19	04/01/34	3,013	3.180%	116,626.76	121,000.26	(1,924.60)	119,075.66	340.16
FN FM0047	3.000%	06/17/21	12/01/34	3,257	2.450%	140,717.69	149,622.48	(2,989.00)	146,633.48	351.79
FN FM2694	3.000%	06/05/19	03/01/35	3,347	2.570%	145,879.34	153,720.36	(3,014.43)	150,705.93	364.70
FR SB0759	4.500%	10/18/22	03/01/35	3,347	4.630%	165,710.16	163,638.78	533.46	164,172.24	621.41
FR SB0364	3.500%	06/21/21	06/01/35	3,439	2.830%	127,971.70	137,889.50	(3,199.67)	134,689.83	373.25
FR SB0666	4.000%	05/13/22	06/01/35	3,439	3.750%	247,114.75	253,601.52	(1,792.87)	251,808.65	823.72
FN FM3701	2.500%	07/27/20	07/01/35	3,469	2.040%	135,857.85	143,818.26	(2,879.67)	140,938.59	283.04
FR SB0361	3.000%	03/20/23	07/01/35	3,469	3.530%	232,535.38	220,363.60	2,741.05	223,104.65	581.34
FN FM5714	4.000%	03/19/21	11/01/35	3,592	3.230%	91,240.65	99,395.29	(2,650.26)	96,745.03	304.14
FHLMC Multifamily Structured Pool	3.243%	06/13/23	04/01/27	456	4.440%	765,000.00	733,055.27	21,067.00	754,122.27	2,067.41
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	731	4.070%	460,359.31	447,303.82	3,247.88	450,551.70	1,123.28
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	883	3.400%	234,735.09	234,732.26	1.65	234,733.91	665.08
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	913	4.580%	692,046.30	680,313.95	5,689.60	686,003.55	2,411.20
FHMS K512 A2	5.000%	12/21/23	11/01/28	1,036	4.780%	365,000.00	368,408.37	(1,300.89)	367,107.48	1,520.83
FHMS KJ45 A1	4.455%	05/25/23	11/01/28	1,036	4.460%	602,061.22	602,060.01	0.57	602,060.58	2,235.15
FHMS KJ43 A1	4.377%	12/15/22	12/01/28	1,066	4.380%	356,047.81	356,041.76	3.05	356,044.81	1,298.68
FHMS KJ44 A1	4.558%	02/23/23	01/25/29	1,121	4.560%	170,633.44	170,628.17	2.54	170,630.71	648.12
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,156	4.200%	375,000.00	346,567.38	4,763.18	351,330.56	662.50
FHMS K522 A2	4.803%	06/13/24	05/01/29	1,217	4.800%	487,013.00	487,011.54	1.46	487,013.00	1,949.27
FHMS KJ42 A1	3.902%	09/15/22	07/01/29	1,278	3.900%	257,952.28	257,942.47	4.71	257,947.18	838.77
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,278	4.330%	450,000.00	454,209.30	(1,079.56)	453,129.74	1,703.63
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,278	4.520%	515,000.00	468,368.36	12,400.63	480,768.99	1,076.35
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,340	4.340%	300,000.00	305,996.10	(1,344.48)	304,651.62	1,197.75
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	1,705	5.010%	522,985.92	522,970.76	4.13	522,974.89	2,182.16
FHMS K551 A2	4.165%	12/05/25	11/01/30	1,766	3.970%	345,000.00	348,044.62	(39.59)	348,005.03	1,197.44
FHR 4096 PA	1.375%	02/26/20	08/01/27	578	1.490%	44,310.49	43,950.46	281.84	44,232.30	50.77
FNR 2012-107 GA	1.500%	12/06/19	09/01/27	609	1.690%	4,350.57	4,290.41	46.80	4,337.21	5.44
FHS 287 150	1.500%	12/27/17	10/01/27	639	1.840%	22,825.87	22,141.09	559.78	22,700.87	28.53
FNR 2012-145 EA	1.250%	02/12/20	01/01/28	731	1.440%	26,025.30	25,656.27	273.13	25,929.40	27.11
FNR 2013-39 MP	1.750%	12/12/19	05/01/28	852	1.860%	69,993.59	69,403.02	422.89	69,825.91	102.07
FNR 2013-19 GE	2.500%	10/30/19	03/01/33	2,617	2.400%	94,477.63	95,510.98	(475.66)	95,035.32	196.83
FHR 5050 XL	1.000%	05/08/19	07/01/36	3,835	1.180%	160,230.05	161,018.68	(350.98)	160,667.70	400.58
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,835	1.820%	115,668.86	112,921.72	740.47	113,662.19	96.39
FHR 4877 CA	3.000%	07/19/24	04/01/34	3,013	2.960%	246,331.84	224,585.36	2,256.11	226,841.47	205.28
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,930	1.690%	295,407.60	268,543.97	2,164.05	270,708.02	246.17
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,600	1.550%	296,180.02	272,207.95	1,712.60	273,920.55	246.82
FNR 2013-75 PC	2.500%	04/20/20	04/01/43	6,300	2.200%	137,101.31	144,513.35	(1,834.90)	142,678.45	285.63
FNR 2015-33 P	2.500%	02/20/20	06/01/45	7,092	2.400%	57,484.49	58,580.29	(253.51)	58,326.78	119.76
FNR 2016-19 AH	3.000%	07/13/20	04/01/46	7,396	2.580%	61,136.54	66,015.52	(1,034.45)	64,981.07	152.84
FHR 5000 LB	1.250%	08/07/20	07/01/46	7,487	1.160%	160,910.89	164,078.82	(657.45)	163,421.37	167.62
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,610	1.830%	102,592.50	106,343.55	(788.02)	105,555.53	170.99
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,492	3.840%	597,033.12	564,686.06	1,529.37	566,215.43	1,741.35
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	406	3.370%	740,000.00	662,492.40	58,311.12	720,803.52	2,405.62
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	420	3.240%	780,000.00	707,608.20	54,027.05	761,635.25	2,806.70
American Honda Finance	4.900%	03/14/24	03/12/27	436	4.890%	100,000.00	100,041.00	(23.90)	100,017.10	1,483.61
American Honda Finance	4.900%	03/13/24	03/12/27	436	4.920%	115,000.00	114,936.75	36.99	114,973.74	1,706.15
BP Cap Markets America	3.588%	05/17/24	04/14/27	469	4.950%	250,000.00	240,860.00	4,941.12	245,801.12	1,918.58
American Honda Finance	4.900%	07/10/24	07/09/27	555	4.950%	345,000.00	344,554.95	211.11	344,766.06	8,076.83
BMW US Capital	4.600%	08/13/24	08/13/27	590	4.600%	185,000.00	184,985.20	6.82	184,992.02	3,262.17
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	653	4.450%	345,000.00	345,000.00	0.00	345,000.00	3,238.90
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	653	4.450%	425,000.00	424,953.25	18.57	424,971.82	3,989.95
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	684	4.940%	375,000.00	374,587.50	148.19	374,735.69	2,347.92
UBS AG Stamford Ct	4.864%	01/10/25	01/10/28	740	4.860%	250,000.00	250,000.00	0.00	250,000.00	5,776.00
National Rural Util Corp	4.750%	02/07/25	02/07/28	768	4.770%	100,000.00	99,956.00	12.59	99,968.59	1,900.00

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 12/31/25
National Rural Util Corp	4.750%	02/07/25	02/07/28	768	4.650%	130,000.00	130,344.50	(101.46)	130,243.04	2,470.00
Cisco Systems Inc	4.550%	02/24/25	02/24/28	785	4.560%	170,000.00	169,943.90	15.53	169,959.43	2,728.74
Chevron USA	4.475%	02/26/25	02/26/28	787	4.480%	205,000.00	205,000.00	0.00	205,000.00	3,185.33
State Street Corp	4.530%	02/28/25	02/28/28	789	4.540%	400,000.00	400,000.00	0.00	400,000.00	6,199.20
Mars Inc	4.600%	03/12/25	03/01/28	791	4.600%	95,000.00	94,999.05	0.37	94,999.42	1,456.67
Mars Inc	4.600%	03/12/25	03/01/28	791	4.530%	150,000.00	150,295.50	(78.39)	150,217.11	2,300.00
Commonwealth Bk	4.423%	03/14/25	03/14/28	804	4.420%	300,000.00	300,000.00	0.00	300,000.00	3,943.84
Kenvue Inc	5.050%	06/30/25	03/22/28	812	4.120%	280,000.00	286,610.80	(1,202.99)	285,407.81	3,888.50
Citigroup Inc	4.643%	05/07/25	05/07/28	858	4.640%	390,000.00	390,000.00	0.00	390,000.00	2,716.16
Cummins Inc	4.250%	05/09/25	05/09/28	860	4.280%	25,000.00	24,982.50	3.59	24,986.09	153.47
Astrazeneca Finance LLC	1.750%	05/07/25	05/28/28	879	4.260%	200,000.00	185,772.00	2,874.22	188,646.22	320.83
National Secs Clearing	5.000%	04/23/25	05/30/28	881	4.310%	250,000.00	254,195.00	(908.90)	253,286.10	1,076.39
National Secs Clearing	5.000%	11/24/25	05/30/28	881	3.700%	360,000.00	368,992.80	(364.13)	368,628.67	1,550.00
HSBC USA	4.650%	06/03/25	06/03/28	885	4.650%	400,000.00	400,032.00	(5.72)	400,026.28	1,446.67
Target Corp	4.350%	06/10/25	06/15/28	897	4.350%	70,000.00	69,999.30	0.22	69,999.52	135.33
Paccar Financial Corp	4.000%	11/07/25	11/07/28	1,042	4.020%	115,000.00	114,935.60	3.07	114,938.67	690.00
Astrazeneca Finance LLC	4.850%	04/16/25	02/26/29	1,153	4.510%	200,000.00	202,340.00	(408.97)	201,931.03	3,368.06
Cisco Systems Inc	4.850%	11/07/25	02/26/29	1,153	4.020%	390,000.00	399,909.90	(433.52)	399,476.38	6,567.71
Merck & Co	3.400%	11/24/25	03/07/29	1,162	3.970%	310,000.00	304,602.90	158.88	304,761.78	3,337.67
Roche Holdings	4.790%	12/03/25	03/08/29	1,163	4.010%	525,000.00	537,432.00	(285.24)	537,146.76	7,893.52
KLA Corp	4.100%	11/14/25	03/15/29	1,170	4.080%	405,000.00	405,271.35	(9.85)	405,261.50	4,889.25
Home Depot	4.900%	12/04/25	04/15/29	1,201	3.970%	185,000.00	190,337.25	(114.42)	190,222.83	1,913.72
American Express Co	4.731%	04/25/25	04/25/29	1,211	4.730%	220,000.00	220,000.00	0.00	220,000.00	1,908.17
Northern Trust	3.150%	12/22/25	05/03/29	1,219	3.990%	420,000.00	408,983.40	77.45	409,060.85	2,131.50
Bank of America Corp	4.623%	05/09/25	05/09/29	1,225	4.620%	390,000.00	390,000.00	0.00	390,000.00	2,604.29
United Parcel Service	2.500%	06/27/25	09/01/29	1,340	4.280%	180,000.00	167,842.80	1,375.19	169,217.99	1,500.00
Accenture Capital	5.050%	10/15/25	10/04/29	1,373	4.050%	325,000.00	325,006.50	0.10	325,006.60	3,180.94
BMW US Capital	5.050%	03/21/25	03/21/30	1,541	5.060%	190,000.00	189,950.60	7.27	189,957.87	2,665.28
Walmart	4.350%	04/28/25	04/28/30	1,579	4.390%	145,000.00	144,749.15	30.90	144,780.05	1,103.81
Blackrock Inc	2.400%	06/27/25	04/30/30	1,581	4.300%	290,000.00	266,196.80	2,289.64	268,486.44	1,179.33
Toyota Motor Credit Corp	4.800%	05/15/25	05/15/30	1,596	4.830%	195,000.00	194,777.70	25.39	194,803.09	1,196.00
National Secs Clearing	4.700%	05/20/25	05/20/30	1,601	4.710%	415,000.00	414,742.70	29.54	414,772.24	2,221.40
Citibank NA	4.914%	05/29/25	05/29/30	1,610	4.910%	250,000.00	250,000.00	0.00	250,000.00	1,092.00
John Deere Capital	4.550%	06/05/25	06/05/30	1,617	4.560%	180,000.00	179,904.60	10.41	179,915.01	591.50
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,627	4.520%	400,000.00	399,648.00	35.63	399,683.63	800.00
Novartis Capital	4.100%	11/05/25	11/05/30	1,770	4.170%	475,000.00	473,575.00	42.15	473,617.15	3,029.44
Shell Finance US	4.125%	11/06/25	11/06/30	1,771	4.210%	175,000.00	174,328.00	19.20	174,347.20	1,102.86
Shell Finance US	4.125%	11/06/25	11/06/30	1,771	4.190%	365,000.00	363,923.25	30.09	363,953.34	2,300.26
Alphabetic Inc	4.100%	11/06/25	11/15/30	1,780	4.070%	270,000.00	270,410.40	(11.12)	270,399.28	1,691.25
Meta Platforms Inc	4.200%	11/03/25	11/15/30	1,780	4.230%	370,000.00	369,563.40	13.87	369,577.27	2,503.67
Alphabetic Inc	4.100%	11/06/25	11/15/30	1,780	4.110%	430,000.00	429,840.90	4.87	429,845.77	2,693.47
National Rural Util Coop	4.300%	12/10/25	12/10/30	1,805	4.320%	195,000.00	194,816.70	1.99	194,818.69	489.13
Ionic Funding LLC CP	0.000%	12/17/25	01/07/26	7	4.000%	375,000.00	374,125.00	625.00	374,750.00	-
	Weighted Avg Maturity			1,309	3.768%	$ 54,650,706.69	$ 53,922,906.33	$ 327,264.36	$ 54,250,170.69	$ 340,752.31
Water Fund L-T Water Capital Reserve (01-121900)										
IIIT - Money Market (PFM Asset Management)	3.780%	12/31/25	01/01/26	1	3.780%	109,620.94	109,620.94	0.00	109,620.94	-
US Treasury Notes	4.500%	03/13/25	05/15/27	500	3.960%	275,000.00	278,050.78	(1,098.11)	276,952.67	1,606.70
US Treasury Notes	3.875%	10/06/25	05/31/27	516	3.600%	100,000.00	100,429.69	(60.40)	100,369.29	340.66
US Treasury Notes	3.500%	10/29/25	09/30/27	638	3.500%	100,000.00	99,992.19	0.77	99,992.96	894.23
US Treasury Notes	3.500%	10/29/25	09/30/27	638	3.500%	130,000.00	129,994.92	0.50	129,995.42	1,162.50
US Treasury Notes	1.250%	06/04/21	05/31/28	882	1.230%	275,000.00	275,365.23	(239.05)	275,126.18	302.20
US Treasury Notes	1.250%	10/03/24	05/31/28	882	3.550%	300,000.00	276,562.50	7,649.45	284,211.95	329.67
US Treasury Notes	1.000%	08/02/21	07/31/28	943	0.990%	400,000.00	400,203.13	(128.18)	400,074.95	1,673.91
US Treasury Notes	1.125%	09/02/21	08/31/28	974	1.070%	400,000.00	401,359.38	(841.50)	400,517.88	1,529.01
US Treasury Notes	3.500%	12/03/25	10/15/28	1,019	3.540%	220,000.00	219,776.56	6.48	219,783.04	1,650.00
US Treasury Notes	3.125%	05/01/19	11/15/28	1,050	2.470%	150,000.00	158,320.31	(5,815.86)	152,504.45	608.60
US Treasury Notes	2.625%	06/03/19	02/15/29	1,142	2.120%	100,000.00	104,406.25	(2,987.25)	101,419.00	991.51
US Treasury Notes	2.625%	04/01/19	02/15/29	1,142	2.490%	150,000.00	151,769.53	(1,209.62)	150,559.91	1,487.26
US Treasury Notes	2.750%	06/03/22	05/31/29	1,247	2.950%	250,000.00	246,933.59	1,570.42	248,504.01	604.40
US Treasury Notes	3.250%	07/06/22	06/30/29	1,277	2.870%	500,000.00	511,992.19	(5,993.74)	505,998.45	44.89
US Treasury Notes	4.000%	08/23/24	10/31/29	1,400	4.290%	400,000.00	394,265.63	1,851.32	396,116.95	2,740.33
US Treasury Notes	4.000%	03/05/24	10/31/29	1,400	3.750%	550,000.00	556,359.38	(1,547.70)	554,811.68	3,767.96
US Treasury Notes	1.750%	02/03/20	11/15/29	1,415	1.560%	250,000.00	254,355.47	(2,630.85)	251,724.62	568.02
US Treasury Notes	3.500%	02/02/23	01/31/30	1,492	3.590%	285,000.00	283,408.01	662.96	284,070.97	4,174.32
US Treasury Notes	1.500%	03/04/22	02/15/30	1,507	1.820%	345,000.00	336,833.20	3,933.00	340,766.20	1,954.69
US Treasury Notes	3.625%	08/02/24	03/31/30	1,551	3.940%	600,000.00	590,460.94	2,194.44	592,655.38	5,557.01
US Treasury Notes	3.875%	12/26/25	04/30/30	1,581	3.690%	195,000.00	196,439.65	(4.96)	196,434.69	1,294.16
US Treasury Notes	0.625%	06/29/20	05/15/30	1,596	0.650%	100,000.00	99,765.62	130.71	99,896.33	81.15
US Treasury Notes	0.625%	11/03/21	08/15/30	1,688	1.500%	250,000.00	232,148.44	8,458.05	240,606.49	590.18

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
December 31, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 12/31/25
US Treasury Notes	4.125%	11/05/24	08/31/30	1,704	4.220%	425,000.00	422,808.59	394.98	423,203.57	5,956.75
US Treasury Notes	4.625%	09/03/24	09/30/30	1,734	3.750%	675,000.00	706,851.56	(6,371.03)	700,480.53	7,976.22
US Treasury Notes	0.875%	12/11/20	11/15/30	1,780	0.880%	200,000.00	199,867.19	67.60	199,934.79	227.21
US Treasury Notes	3.750%	01/04/24	12/31/30	1,826	3.960%	600,000.00	592,242.19	1,999.19	594,241.38	62.15
US Treasury Notes	4.125%	06/11/25	07/31/31	2,038	4.240%	125,000.00	124,199.22	64.80	124,264.02	2,157.78
US Treasury Notes	1.250%	11/03/21	08/15/31	2,053	1.540%	250,000.00	243,369.14	2,820.58	246,189.72	1,180.37
US Treasury Notes	3.750%	12/30/24	08/31/31	2,069	4.510%	190,000.00	181,746.88	1,093.93	182,840.81	2,420.93
US Treasury Notes	4.125%	07/03/25	10/31/31	2,130	3.920%	375,000.00	379,189.45	(292.90)	378,896.55	2,649.34
US Treasury Notes	1.375%	02/22/22	11/15/31	2,145	1.940%	450,000.00	427,517.58	8,915.77	436,433.35	803.35
US Treasury Notes	4.125%	09/30/25	11/30/31	2,160	3.820%	400,000.00	406,546.88	(238.78)	406,308.10	1,450.55
US Treasury Notes	4.500%	10/06/25	12/31/31	2,191	3.810%	775,000.00	804,274.41	(983.53)	803,290.88	96.34
US Treasury Notes	4.375%	07/17/25	01/31/32	2,222	4.190%	210,000.00	212,214.84	(135.97)	212,078.87	3,844.77
US Treasury Notes	4.125%	08/05/25	02/29/32	2,251	4.140%	300,000.00	299,765.63	12.92	299,778.55	4,204.77
US Treasury Notes	2.875%	09/04/25	05/15/32	2,327	3.990%	195,000.00	182,378.32	539.75	182,918.07	727.88
US Treasury Notes	4.000%	10/29/25	07/31/32	2,404	3.770%	100,000.00	101,359.38	(30.52)	101,328.86	1,673.91
US Treasury Notes	2.750%	01/04/24	08/15/32	2,419	3.990%	875,000.00	796,796.88	18,096.59	814,893.47	9,088.82
US Treasury Notes	4.125%	12/29/22	11/15/32	2,511	3.850%	200,000.00	204,539.06	(1,382.22)	203,156.84	1,071.13
US Treasury Notes	3.750%	12/26/25	11/30/32	2,526	3.930%	295,000.00	291,808.01	7.16	291,815.17	972.53
US Treasury Notes	4.500%	09/04/25	11/15/33	2,876	4.120%	95,000.00	97,504.88	(84.12)	97,420.76	555.04
US Treasury Notes	4.500%	03/04/25	11/15/33	2,876	4.220%	240,000.00	244,762.50	(381.25)	244,381.25	1,402.21
US Treasury Notes	4.250%	04/03/25	11/15/34	3,241	4.150%	200,000.00	201,515.63	(95.92)	201,419.71	1,103.59
US Treasury Notes	4.250%	02/06/25	11/15/34	3,241	4.550%	270,000.00	263,714.06	471.00	264,185.06	1,489.85
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	439	2.890%	55,000.00	55,000.00	0.00	55,000.00	467.70
NYC Transitional	4.930%	05/29/25	05/01/31	1,947	4.930%	150,000.00	150,000.00	0.00	150,000.00	1,232.50
New York H	5.171%	04/29/25	02/01/32	2,223	5.170%	300,000.00	300,000.00	0.00	300,000.00	6,463.75
Oregon St B	4.891%	04/29/25	05/01/32	2,313	4.890%	75,000.00	75,000.00	0.00	75,000.00	611.38
NYC Transitional	5.030%	05/29/25	05/01/32	2,313	5.030%	150,000.00	150,000.00	0.00	150,000.00	1,257.50
FR ZT1267	2.500%	08/21/19	05/01/28	852	2.320%	7,739.39	7,847.01	(78.12)	7,768.89	16.12
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	913	2.720%	12,206.47	12,517.35	(236.54)	12,280.81	30.52
FG J32374	2.500%	02/17/22	11/01/28	1,036	2.220%	26,682.54	27,149.48	(268.08)	26,881.40	55.59
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,156	3.630%	5,454.16	5,622.05	(113.71)	5,508.34	18.18
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,462	3.000%	6,832.78	7,234.21	(289.04)	6,945.17	19.93
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,674	2.630%	8,810.24	9,197.07	(262.75)	8,934.32	22.03
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,766	2.960%	9,737.36	10,368.76	(421.96)	9,946.80	28.40
FR ZS7331	3.000%	02/13/20	12/01/30	1,796	2.600%	27,906.24	28,961.44	(570.68)	28,390.76	69.77
FN FM1082	3.000%	08/19/19	09/01/31	2,070	2.720%	16,966.04	17,456.46	(257.94)	17,198.52	42.42
FG G16635	3.000%	04/18/19	02/01/32	2,223	2.930%	22,833.89	23,014.94	(94.53)	22,920.41	57.08
FN FS2986	4.000%	10/21/22	10/01/32	2,466	4.370%	67,090.86	65,099.09	635.56	65,734.65	223.64
FN BM5462	3.000%	06/21/19	11/01/32	2,497	2.800%	25,817.61	26,402.54	(284.11)	26,118.43	64.54
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,589	3.730%	7,919.34	8,158.14	(122.86)	8,035.28	26.40
FN CA1455	4.000%	12/20/18	03/01/33	2,617	3.760%	21,314.61	21,869.12	(273.26)	21,595.86	71.05
FN BM5830	3.500%	06/05/19	04/01/34	3,013	3.180%	29,156.70	30,250.08	(481.16)	29,768.92	85.04
FN FM0047	3.000%	06/17/21	12/01/34	3,257	2.450%	43,076.80	45,802.76	(915.00)	44,887.76	107.69
FR SB0759	4.500%	10/18/22	03/01/35	3,347	4.630%	59,182.20	58,442.42	190.52	58,632.94	221.93
FR SB0364	3.500%	06/21/21	06/01/35	3,439	2.830%	38,259.61	41,224.73	(956.60)	40,268.13	111.59
FR SB0666	4.000%	05/17/22	06/01/35	3,439	3.750%	76,931.95	78,951.41	(558.15)	78,393.26	256.44
FN FM3701	2.500%	07/27/20	07/01/35	3,469	2.040%	36,875.72	39,036.41	(781.63)	38,254.78	76.82
FR SB0361	3.000%	03/20/23	07/01/35	3,469	3.530%	75,609.66	71,651.97	891.26	72,543.23	189.02
FN FM5714	4.000%	03/19/21	11/01/35	3,592	3.230%	24,997.40	27,231.54	(726.10)	26,505.44	83.32
FR SB1478	5.000%	04/10/25	02/01/40	5,145	4.960%	246,537.27	247,654.39	(37.16)	247,617.23	1,027.24
FN FM8086	3.500%	10/15/21	07/01/51	9,313	3.090%	128,357.95	138,486.20	(1,424.20)	137,062.00	374.38
FHMS K737 A1	2.116%	01/22/20	06/01/26	152	2.030%	4,968.73	4,993.54	(22.94)	4,970.60	8.76
FHMS K065 A2	3.243%	06/13/23	04/01/27	456	4.420%	265,000.00	253,934.18	7,297.72	261,231.90	716.16
FHMS K070 A2	3.303%	07/05/24	11/01/27	670	4.890%	275,000.00	261,325.20	5,700.06	267,025.26	756.94
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	883	3.400%	78,244.99	78,244.03	0.56	78,244.59	221.69
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	913	4.580%	243,409.40	239,282.84	2,001.17	241,284.01	848.08
FHMS K508 A2	4.740%	10/19/23	08/01/28	944	5.260%	250,000.00	244,516.00	2,307.24	246,823.24	987.50
FHMS K506 A2	4.650%	09/14/23	08/01/28	944	4.990%	255,000.00	251,227.79	1,630.61	252,858.40	988.13
FHMS K509 A2	4.850%	10/31/23	09/01/28	975	5.600%	190,000.00	183,942.23	2,412.15	186,354.38	767.92
FHMS K507 A2	4.800%	09/28/23	09/01/28	975	5.070%	250,000.00	247,011.75	1,228.37	248,240.12	1,000.00
FHMS K510 A2	5.069%	11/21/23	10/01/28	1,005	5.140%	90,000.00	89,739.81	103.16	89,842.97	380.18
FHMS K511 A2	4.860%	12/07/23	10/25/28	1,029	4.930%	140,000.00	139,597.78	157.97	139,755.75	567.00
FHMS K512 A2	5.000%	12/21/23	11/01/28	1,036	4.780%	96,323.80	89,922.42	3,338.58	93,261.00	240.81
FHMS K750 A1	3.000%	11/03/22	11/01/28	1,036	4.260%	130,000.00	131,213.94	(463.33)	130,750.61	541.67
FHMS KJ45 A1	4.455%	05/25/23	11/01/28	1,036	4.460%	199,273.81	199,273.41	0.19	199,273.60	739.80
FHMS KJ43 A1	4.377%	12/15/22	12/01/28	1,066	4.380%	116,950.03	116,948.03	1.01	116,949.04	426.58
FHMS K514 A2	4.572%	06/06/24	12/01/28	1,066	4.960%	265,000.00	260,859.38	1,318.14	262,177.52	1,009.65
FHMS KJ44 A1	4.558%	02/23/23	01/25/29	1,121	4.560%	54,404.86	54,403.15	0.82	54,403.97	206.65
FHMS K752 A1	4.284%	08/24/23	01/01/29	1,097	4.910%	99,681.82	96,737.33	1,278.31	98,015.64	355.86
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,156	4.200%	200,000.00	184,835.94	2,540.36	187,376.30	353.33
FHMS K522 A2	4.803%	06/13/24	05/01/29	1,217	4.800%	253,246.76	253,246.00	0.76	253,246.76	1,013.62
FHMS KJ42 A1	3.902%	09/15/22	07/01/29	1,278	3.900%	83,984.46	83,981.26	1.53	83,982.79	273.09
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,278	4.330%	240,000.00	242,244.96	(575.77)	241,669.19	908.60
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,278	4.550%	270,000.00	245,552.34	6,501.30	252,053.64	564.30
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,340	4.340%	160,000.00	163,197.92	(717.06)	162,480.86	638.80
FHMS K120 A1	0.892%	04/01/24	07/01/30	1,643	3.340%	230,589.73	198,757.54	8,140.25	206,897.79	171.41

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
December 31, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 12/31/25
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	1,705	5.010%	181,908.14	181,902.86	1.44	181,904.30	759.01
FHR 4096 PA	1.375%	02/21/20	08/01/27	578	1.490%	11,491.10	11,397.73	73.09	11,470.82	13.17
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	731	1.440%	6,713.23	6,618.04	70.45	6,688.49	6.99
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	852	1.860%	17,876.56	17,725.72	108.01	17,833.73	26.07
Fannie Mae	2.500%	10/25/19	03/01/33	2,617	2.400%	24,070.77	24,334.05	(121.19)	24,212.86	50.15
Freddie Mac	3.000%	05/03/19	04/01/34	3,013	2.960%	29,580.94	29,726.53	(64.79)	29,661.74	73.95
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,835	1.180%	35,343.27	34,503.85	226.26	34,730.11	29.45
FHR 5050 XL	1.000%	07/19/24	07/01/36	3,835	1.820%	149,941.12	136,704.13	1,373.28	138,077.41	124.95
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,930	1.690%	154,737.31	140,665.88	1,133.55	141,799.43	128.95
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,600	1.550%	156,258.05	143,610.91	903.53	144,514.44	130.22
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,092	2.400%	14,729.10	15,009.87	(64.96)	14,944.91	30.69
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,610	1.830%	25,863.60	26,809.24	(198.66)	26,610.58	43.11
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,492	3.840%	208,151.43	196,873.85	533.21	197,407.06	607.11
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	406	3.370%	245,000.00	219,338.70	19,305.71	238,644.41	796.45
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	420	3.240%	255,000.00	231,333.45	17,662.69	248,996.14	917.58
Fannie Mae Notes	0.750%	10/07/20	10/08/27	646	0.770%	210,000.00	209,699.70	224.36	209,924.06	363.13
Fannie Mae Notes	0.875%	08/05/20	08/05/30	1,678	0.930%	100,000.00	99,485.00	278.32	99,763.32	354.86
Federal Home Loan Bank Notes	3.500%	08/05/22	06/11/32	2,354	3.120%	230,000.00	237,378.40	(2,551.02)	234,827.38	447.22
Goldman Sachs Group Inc	3.500%	05/14/24	11/16/26	320	5.430%	135,000.00	128,974.95	3,831.54	132,806.49	590.63
BMW US Capital	4.900%	04/02/24	04/02/27	457	4.940%	95,000.00	94,886.95	63.96	94,950.91	1,150.82
BP Cap Markets America	3.588%	05/17/24	04/14/27	469	4.950%	135,000.00	130,064.40	2,668.20	132,732.60	1,036.04
American Honda Finance	4.900%	07/10/24	07/09/27	555	4.950%	185,000.00	184,761.35	113.20	184,874.55	4,331.06
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	653	4.450%	400,000.00	399,956.00	17.48	399,973.48	3,755.24
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	684	4.940%	200,000.00	199,780.00	79.04	199,859.04	1,252.22
National Rural Util Corp	4.750%	02/07/25	02/07/28	768	4.650%	55,000.00	54,975.80	6.93	54,982.73	1,045.00
Cisco Systems Inc	4.550%	02/24/25	02/24/28	785	4.560%	85,000.00	84,971.95	7.76	84,979.71	1,364.37
Chevron USA	4.475%	02/26/25	02/26/28	787	4.480%	175,000.00	175,000.00	0.00	175,000.00	2,719.18
State Street Corp	4.530%	02/28/25	02/28/28	789	4.540%	205,000.00	205,000.00	0.00	205,000.00	3,177.09
Mars Inc	4.600%	03/12/25	03/01/28	791	4.600%	50,000.00	49,999.50	0.19	49,999.69	766.67
Mars Inc	4.600%	03/12/25	03/01/28	791	4.530%	80,000.00	80,157.60	(41.81)	80,115.79	1,226.67
Commonwealth Bk	4.423%	03/14/25	03/14/28	804	4.420%	250,000.00	250,000.00	0.00	250,000.00	3,286.53
Kenvue Inc	5.050%	06/30/25	03/22/28	812	4.120%	150,000.00	153,541.50	(644.46)	152,897.04	2,083.13
Citigroup Inc	4.643%	05/07/25	05/07/28	858	4.640%	200,000.00	200,000.00	0.00	200,000.00	1,392.90
Astrazeneca Finance LLC	1.750%	05/07/25	05/28/28	879	4.260%	100,000.00	92,886.00	1,437.11	94,323.11	160.42
National Secs Clearing	5.000%	11/24/25	05/30/28	881	3.700%	300,000.00	307,494.00	(303.44)	307,190.56	1,291.67
HSBC USA	4.650%	06/03/25	06/03/28	885	4.650%	200,000.00	200,016.00	(2.86)	200,013.14	723.33
Target Corp	4.350%	06/10/25	06/15/28	897	4.350%	35,000.00	34,999.65	0.11	34,999.76	67.67
Paccar Financial Corp	4.000%	11/07/25	11/07/28	1,042	4.020%	60,000.00	59,966.40	1.60	59,968.00	360.00
Astrazeneca Finance LLC	4.850%	04/16/25	02/26/29	1,153	4.510%	110,000.00	111,287.00	(224.93)	111,062.07	1,852.43
Cisco Systems Inc	4.850%	11/07/25	02/26/29	1,153	4.020%	210,000.00	215,336.10	(233.43)	215,102.67	3,536.46
Merck & Co	3.400%	11/24/25	03/07/29	1,162	3.970%	165,000.00	162,127.35	84.56	162,211.91	1,776.50
KLA Corp	4.100%	11/14/25	03/15/29	1,170	4.080%	215,000.00	215,144.05	(5.23)	215,138.82	2,595.53
Home Depot	4.900%	12/04/25	04/15/29	1,201	3.970%	100,000.00	102,885.00	(61.85)	102,823.15	1,034.44
American Express Co	4.731%	04/25/25	04/25/29	1,211	4.730%	115,000.00	115,000.00	0.00	115,000.00	997.45
Bank of America Corp	4.623%	05/09/25	05/09/29	1,225	4.620%	200,000.00	200,000.00	0.00	200,000.00	1,335.53
United Parcel Service	2.500%	06/27/25	09/01/29	1,340	4.280%	100,000.00	93,246.00	763.99	94,009.99	833.33
Roche Holdings	4.203%	10/15/25	09/09/29	1,348	4.060%	200,000.00	200,980.00	(50.44)	200,929.56	2,615.20
Accenture Capital	4.050%	10/15/25	10/04/29	1,373	4.050%	175,000.00	175,003.50	0.05	175,003.55	1,712.81
BMW US Capital	5.050%	03/21/25	03/21/30	1,541	5.060%	95,000.00	94,975.30	3.63	94,978.93	1,332.64
Walmart	4.350%	04/28/25	04/28/30	1,579	4.390%	75,000.00	74,870.25	15.98	74,886.23	570.94
Blackrock Inc	2.400%	06/27/25	04/30/30	1,581	4.300%	150,000.00	137,688.00	1,184.30	138,872.30	610.00
Toyota Motor Credit Corp	4.800%	05/15/25	05/15/30	1,596	4.830%	95,000.00	94,891.70	12.37	94,904.07	582.67
National Secs Clearing	4.700%	05/20/25	05/20/30	1,601	4.710%	250,000.00	249,845.00	17.80	249,862.80	1,338.19
Citibank NA	4.914%	05/29/25	05/29/30	1,610	4.910%	250,000.00	250,000.00	0.00	250,000.00	1,092.00
John Deere Capital	4.550%	06/05/25	06/05/30	1,617	4.560%	100,000.00	99,947.00	5.78	99,952.78	328.61
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,627	4.520%	200,000.00	199,824.00	17.81	199,841.81	400.00
Novartis Capital	4.100%	11/05/25	11/05/30	1,770	4.170%	260,000.00	259,220.00	23.07	259,243.07	1,658.22
Shell Finance US	4.125%	11/06/25	11/06/30	1,771	4.210%	95,000.00	94,635.20	10.42	94,645.62	598.70
Shell Finance US	4.125%	11/06/25	11/06/30	1,771	4.190%	195,000.00	194,424.75	16.08	194,440.83	1,228.91
Alphabetic Inc	4.100%	11/06/25	11/15/30	1,780	4.070%	140,000.00	140,212.80	(5.76)	140,207.04	876.94
Alphabetic Inc	4.100%	11/06/25	11/15/30	1,780	4.070%	150,000.00	149,944.50	1.70	149,946.20	939.58
National Rural Util Coop	4.300%	12/10/25	12/10/30	1,805	4.320%	105,000.00	104,901.30	1.07	104,902.37	263.38
Cummins Inc	4.700%	05/09/25	02/15/31	1,872	4.700%	200,000.00	199,926.00	7.36	199,933.36	6,057.78
Alphabetic Inc	4.375%	11/06/25	11/15/32	2,511	4.390%	120,000.00	119,862.00	2.63	119,864.63	802.08
Ionic Funding LLC CP	0.000%	12/17/25	01/07/26	7	4.000%	275,000.00	274,358.33	458.34	274,816.67	-
	Weighted Avg Maturity		1,662		3.788%	$ 29,573,660.74	$ 29,269,489.24	$ 113,306.96	$ 29,382,796.20	$ 186,721.37

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 12/31/25
Capital Reserve (01-122000)										
IIIT - Money Market (PFM Asset Management)	3.780%	12/31/25	01/01/26	1	3.780%	126,480.32	126,480.32	0.00	126,480.32	-
US Treasury Notes	1.250%	09/03/24	11/30/26	334	3.840%	1,075,000.00	1,015,707.03	34,549.30	1,050,256.33	1,181.32
US Treasury Notes	4.000%	09/03/24	11/30/26	334	3.840%	245,000.00	243,832.42	520.25	244,352.67	4,527.17
US Treasury Notes	4.000%	12/05/24	01/15/27	380	4.220%	4,000,000.00	3,982,187.50	8,860.58	3,991,048.08	73,913.04
US Treasury Notes	4.125%	12/04/24	02/15/27	411	4.190%	50,000.00	49,931.64	32.74	49,964.38	779.04
US Treasury Notes	2.250%	11/05/24	02/15/27	411	4.180%	1,875,000.00	1,796,923.83	38,689.39	1,835,613.22	15,934.95
US Treasury Notes	4.125%	05/06/25	02/28/27	424	3.880%	510,000.00	512,131.64	(754.42)	511,377.22	7,148.10
US Treasury Notes	4.250%	01/07/25	03/15/27	439	4.220%	2,075,000.00	2,076,053.71	(462.31)	2,075,591.40	26,310.08
US Treasury Notes	4.500%	03/13/25	05/15/27	500	3.960%	500,000.00	505,546.88	(1,996.58)	503,550.30	2,921.27
US Treasury Notes	4.500%	11/17/28	05/15/27	500	3.590%	600,000.00	607,875.00	(643.31)	607,231.69	3,505.52
US Treasury Notes	4.500%	02/07/25	05/15/27	500	4.260%	1,600,000.00	1,608,250.00	(3,171.73)	1,605,078.27	9,348.07
US Treasury Notes	3.875%	10/06/25	05/31/27	516	3.600%	140,000.00	140,601.56	(84.56)	140,517.00	476.92
US Treasury Notes	3.875%	07/22/25	05/31/27	516	3.870%	280,000.00	280,010.94	(2.18)	280,008.76	953.85
US Treasury Notes	3.125%	09/04/25	08/31/27	608	3.680%	1,725,000.00	1,706,874.02	2,914.95	1,709,788.97	18,316.21
US Treasury Notes	1.125%	04/03/25	02/29/28	790	3.840%	400,000.00	370,421.88	7,298.80	377,720.68	1,529.01
US Treasury Notes	3.750%	05/21/25	05/15/28	866	3.940%	200,000.00	198,953.13	206.01	199,159.14	973.76
US Treasury Notes	3.750%	07/03/25	05/15/28	866	3.690%	1,950,000.00	1,952,970.70	(488.73)	1,952,481.97	9,494.13
US Treasury Notes	3.750%	06/05/25	05/31/28	882	3.890%	1,300,000.00	1,290,351.56	1,773.86	1,292,125.42	4,142.86
US Treasury Notes	4.000%	08/05/25	06/30/28	912	3.890%	1,725,000.00	1,730,053.71	(669.05)	1,729,384.66	190.61
US Treasury Notes	4.125%	09/04/25	07/31/28	943	3.650%	1,650,000.00	1,671,462.89	(2,275.91)	1,669,186.98	28,482.68
US Treasury Notes	3.500%	12/03/25	10/15/28	1,019	3.540%	385,000.00	384,608.98	11.34	384,620.32	2,887.50
US Treasury Notes	4.875%	12/04/25	10/31/28	1,035	3.500%	1,000,000.00	1,037,617.19	(954.36)	1,036,662.83	8,349.45
US Treasury Notes	3.125%	10/06/25	11/15/28	1,050	3.580%	1,060,000.00	1,045,880.47	1,030.02	1,046,910.49	4,300.76
US Treasury Notes	4.375%	11/06/25	11/30/28	1,065	3.620%	300,000.00	306,539.06	(310.89)	306,228.17	1,153.85
Conneticut St Txbl	5.050%	06/22/23	05/15/26	135	4.550%	90,000.00	91,206.90	(1,051.84)	90,155.06	580.75
New York H	4.669%	04/29/25	02/01/28	762	4.670%	125,000.00	125,000.00	0.00	125,000.00	2,431.77
NYC Transitional	4.487%	05/29/25	05/01/28	852	4.490%	125,000.00	125,000.00	0.00	125,000.00	934.79
Oregon St B	4.368%	04/29/25	05/01/28	852	4.370%	145,000.00	145,000.00	0.00	145,000.00	1,055.60
FN AL2092	3.000%	03/06/18	07/01/27	547	2.980%	14,906.15	14,924.79	(15.52)	14,909.27	37.27
Fannie Mae Pool	3.500%	04/05/18	02/01/28	762	3.230%	35,068.23	35,868.23	(626.07)	35,242.16	102.28
Fannie Mae Pool	3.500%	04/05/18	03/01/28	791	3.230%	17,326.26	17,721.51	(306.73)	17,414.78	50.53
Fannie Mae Pool	3.500%	04/05/18	04/01/28	822	3.240%	21,296.98	21,762.85	(358.54)	21,404.31	62.12
FR ZT1267	2.500%	08/21/19	05/01/28	852	2.320%	20,315.83	20,598.35	(205.08)	20,393.27	42.32
FN CA1940	4.000%	07/11/18	06/01/28	883	3.640%	24,566.71	25,296.03	(547.34)	24,748.69	81.89
FG J32374	2.500%	02/17/22	11/01/28	1,036	2.220%	79,138.04	80,522.96	(795.13)	79,727.83	164.87
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,156	3.630%	15,193.76	15,661.44	(316.76)	15,344.68	50.65
FN FS2986	4.000%	10/21/22	10/01/32	2,466	4.370%	187,854.44	182,277.51	1,779.54	184,057.05	626.18
FR SB0364	3.500%	06/21/21	06/01/35	3,439	2.830%	114,778.81	123,674.16	(2,869.81)	120,804.35	334.77
FNA 2016-M12 A2	2.527%	11/27/23	09/01/26	244	5.050%	299,148.38	279,119.46	14,309.94	293,429.40	485.62
FNA 2017-M8 A2	3.061%	06/28/24	05/01/27	486	4.920%	269,752.84	256,486.47	6,421.67	262,908.14	688.09
FHMS K066 A2	3.117%	08/15/24	06/01/27	517	4.170%	500,000.00	485,722.66	6,622.39	492,345.05	1,298.75
FNA 2024-M6 A2	2.905%	12/17/24	07/01/27	547	4.320%	505,000.00	487,325.00	6,764.51	494,089.51	1,222.10
FHMS KJ28 A2	2.308%	01/11/24	10/01/27	639	3.910%	363,839.54	343,203.02	10,311.63	353,514.65	699.78
FHMS K070 A2	3.303%	07/05/24	11/01/27	670	4.890%	500,000.00	475,136.72	10,363.75	485,500.47	1,376.25
FHMS K071 A2	3.286%	03/31/25	11/01/27	670	4.360%	500,000.00	486,914.06	3,238.00	490,152.06	1,369.17
FHMS K072 A2	3.444%	04/11/25	12/01/27	700	4.200%	465,000.00	455,936.13	2,305.05	458,241.18	1,334.55
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	731	4.070%	441,177.67	428,666.15	3,112.56	431,778.71	1,076.47
FHMS K506 A1	4.650%	09/14/23	05/01/28	852	5.010%	633,584.26	624,109.02	4,339.70	628,448.72	2,455.14
FHMS KJ46 A1	4.777%	04/05/24	06/01/28	883	4.990%	469,190.25	465,341.42	1,585.11	466,926.53	1,867.77
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	913	4.580%	615,682.59	605,244.84	5,061.78	610,306.62	2,145.14
FHMS K109 A1	1.036%	04/24/24	10/01/29	1,370	3.380%	616,192.50	543,597.31	0.00	543,597.31	531.98
FHMS K106 A1	1.783%	04/11/24	10/01/29	1,370	3.680%	653,781.64	591,544.69	17,954.74	609,499.43	971.41
FHMS K124 A1	0.964%	12/24/25	08/01/30	1,674	2.470%	531,106.34	495,713.08	140.60	495,853.68	426.66
FHR 4096 PA	1.375%	02/21/20	08/01/27	578	1.490%	29,859.55	29,616.94	189.92	29,806.86	34.21
FNR 2012-107 GA	1.500%	12/03/19	09/01/27	609	1.690%	2,978.87	2,937.68	32.04	2,969.72	3.72

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
December 31, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 12/31/25
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	852	1.860%	47,991.64	47,586.71	289.96	47,876.67	69.99
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,835	1.180%	104,958.77	102,466.01	671.90	103,137.91	87.47
FHR 5050 XL	1.000%	07/16/24	07/01/36	3,835	1.820%	235,621.76	214,820.78	2,158.02	216,978.80	196.35
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,930	1.690%	281,340.56	255,756.15	2,061.00	257,817.15	234.45
FHR 5277 CA	2.500%	04/08/24	12/01/39	5,083	3.140%	291,057.13	267,795.30	2,561.80	270,357.10	606.37
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,600	1.550%	281,264.49	258,499.64	1,626.36	260,126.00	234.39
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,092	2.400%	38,663.95	39,400.98	(170.50)	39,230.48	80.55
Federal Home Loan Bank Notes	1.145%	08/14/23	12/30/26	364	4.060%	975,000.00	895,118.25	56,298.24	951,416.49	71.09
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	406	3.370%	675,000.00	604,300.50	53,189.20	657,489.70	2,194.31
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	420	3.240%	710,000.00	644,104.90	49,178.47	693,283.37	2,554.82
American Honda Finance	4.900%	03/14/24	03/12/27	436	4.890%	85,000.00	84,953.25	27.34	84,980.59	1,261.07
American Honda Finance	4.900%	03/13/24	03/12/27	436	4.920%	90,000.00	90,036.90	(21.51)	90,015.39	1,335.25
Hormel Foods	4.800%	08/09/24	03/30/27	454	4.400%	230,000.00	231,830.80	(972.17)	230,858.63	2,790.67
BMW US Capital	4.900%	04/02/24	04/02/27	457	4.940%	200,000.00	199,762.00	134.64	199,896.64	2,422.78
BP Cap Markets America	3.588%	05/17/24	04/14/27	469	4.950%	250,000.00	240,860.00	4,941.12	245,801.12	1,918.58
American Honda Finance	4.900%	07/10/24	07/09/27	555	4.950%	325,000.00	324,580.75	198.87	324,779.62	7,608.61
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	653	4.450%	330,000.00	330,000.00	0.00	330,000.00	3,098.08
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	653	4.450%	405,000.00	404,955.45	17.70	404,973.15	3,802.19
Pfizer	3.875%	11/21/25	11/15/27	684	3.880%	235,000.00	234,974.15	1.47	234,975.62	1,011.81
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	684	4.940%	360,000.00	359,604.00	142.27	359,746.27	2,254.00
National Rural Util Corp	4.750%	02/07/25	02/07/28	768	4.650%	95,000.00	94,958.20	11.96	94,970.16	1,805.00
Cisco Systems Inc	4.550%	02/24/25	02/24/28	785	4.560%	195,000.00	194,935.65	17.81	194,953.46	3,130.02
Chevron USA	4.475%	02/26/25	02/26/28	787	4.480%	430,000.00	430,000.00	0.00	430,000.00	6,681.42
State Street Corp	4.530%	02/28/25	02/28/28	789	4.540%	615,000.00	615,000.00	0.00	615,000.00	9,531.27
Mars Inc	4.600%	03/12/25	03/01/28	791	4.600%	90,000.00	89,999.10	0.35	89,999.45	1,380.00
Mars Inc	4.600%	03/12/25	03/01/28	791	4.530%	150,000.00	150,295.50	(78.39)	150,217.11	2,300.00
Johnson & Johnson	4.550%	03/04/25	03/01/28	791	4.270%	250,000.00	251,907.50	(517.57)	251,389.93	3,791.67
Paccar Financial	4.550%	03/03/25	03/03/28	793	4.570%	185,000.00	184,887.15	30.02	184,917.17	2,759.07
Commonwealth Bk	4.423%	03/14/25	03/14/28	804	4.420%	285,000.00	285,000.00	0.00	285,000.00	3,746.65
BMW US Capital	4.750%	03/21/25	03/21/28	811	4.770%	295,000.00	294,852.50	36.85	294,889.35	3,892.36
Kenvue Inc	5.050%	06/30/25	03/22/28	812	4.120%	265,000.00	271,256.65	(1,138.54)	270,118.11	3,680.19
JP Morgan Chase	4.323%	10/06/25	04/26/28	847	4.160%	375,000.00	376,425.00	(211.02)	376,213.98	2,927.03
Citigroup Inc	4.643%	05/07/25	05/07/28	858	4.640%	370,000.00	370,000.00	0.00	370,000.00	2,576.87
Cummins Inc	4.250%	05/09/25	05/09/28	860	4.280%	25,000.00	24,982.50	3.59	24,986.09	153.47
Astrazeneca Finance LLC	1.750%	05/07/25	05/28/28	879	4.260%	400,000.00	371,544.00	5,748.44	377,292.44	641.67
National Secs Clearing	5.000%	04/23/25	05/30/28	881	4.310%	250,000.00	254,195.00	(908.90)	253,286.10	1,076.39
National Secs Clearing	5.000%	11/24/25	05/30/28	881	3.700%	250,000.00	256,245.00	(252.86)	255,992.14	1,076.39
National Secs Clearing	5.000%	05/23/25	05/30/28	881	4.330%	480,000.00	487,545.60	(1,478.10)	486,067.50	2,066.67
HSBC USA	4.650%	06/03/25	06/03/28	885	4.650%	375,000.00	375,030.00	(5.36)	375,024.64	1,356.25
Target Corp	4.350%	06/10/25	06/15/28	897	4.350%	65,000.00	64,999.35	0.20	64,999.55	125.67
Analog Devices Inc	4.500%	06/16/25	06/15/28	897	4.290%	275,000.00	274,703.00	51.49	274,754.49	519.44
PNC Bank	4.429%	10/08/25	07/21/28	933	4.190%	375,000.00	377,276.25	(283.64)	376,992.61	7,381.67
Novartis Capital	4.100%	11/05/25	11/05/28	1,040	3.910%	205,000.00	204,954.90	2.46	204,957.36	1,243.67
Novartis Capital	4.100%	11/05/25	11/05/28	1,040	3.890%	460,000.00	460,156.40	(7.25)	460,149.15	2,790.67
Paccar Financial Corp	4.000%	11/07/25	11/07/28	1,042	4.020%	110,000.00	109,938.40	2.93	109,941.33	660.00
Shell Finance	3.875%	12/22/25	11/13/28	1,048	3.880%	530,000.00	529,904.60	1.39	529,905.99	2,738.33
Caterpillar	4.000%	11/14/25	11/14/28	1,049	3.970%	500,000.00	499,735.00	11.16	499,746.16	2,578.47
Alphabetic Inc	4.100%	11/06/25	11/15/28	1,050	3.910%	60,000.00	59,948.40	2.51	59,950.91	355.21
Alphabetic Inc	4.100%	11/06/25	11/15/28	1,050	3.830%	450,000.00	450,589.50	(28.09)	450,561.41	2,664.06
Amazon	4.850%	11/20/25	11/20/28	1,055	3.910%	360,000.00	359,920.80	3.28	359,924.08	1,599.00
Cisco Systems Inc	4.850%	11/07/25	02/26/29	1,153	4.020%	370,000.00	379,401.70	(411.29)	378,990.41	6,230.90
Merck & Co	3.400%	11/21/25	03/07/29	1,162	3.970%	290,000.00	284,951.10	148.63	285,099.73	3,122.33
Roche Holdings	4.790%	12/03/25	03/08/29	1,163	4.010%	500,000.00	511,840.00	(271.66)	511,568.34	7,517.64
KLA Corp	4.100%	11/14/25	03/15/29	1,170	4.080%	510,000.00	510,341.70	(12.40)	510,329.30	6,156.83
Home Depot	4.900%	12/04/25	04/15/29	1,201	3.970%	375,000.00	385,818.75	(231.92)	385,586.83	3,879.17
American Express Co	4.731%	04/25/25	04/25/29	1,211	4.730%	210,000.00	210,000.00	0.00	210,000.00	1,821.44
Northern Trust	3.150%	12/22/25	05/03/29	1,219	3.990%	400,000.00	389,508.00	73.76	389,581.76	2,030.00
Bank of America Corp	4.623%	05/09/25	05/09/29	1,225	4.620%	370,000.00	370,000.00	0.00	370,000.00	2,470.74
Truist Bank	4.136%	11/10/25	10/23/29	1,392	4.230%	375,000.00	373,706.25	43.16	373,749.41	2,929.67
	Weighted Avg Maturity		853		4.009%	$ 51,504,118.26	$ 50,740,555.41	$ 344,200.50	$ 51,084,755.91	$ 398,582.88
	TOTAL ALL FUNDS				3.794%	$ 149,504,038.15	$ 147,671,430.91	809,696.57	$ 148,481,127.48	$ 926,056.56
	Less: Net Unsettled Trades								-	
December 31, 2025	90 DAY US TREASURY YIELD				3.67%				$ 148,481,127.48	
	3 month US Treasury Bill Index				3.66%					
	0-3 Year US Treasury Index				3.46%					
	1-3 Year US Treasury Index				3.50%					
	1-5 Year US Treasury Index				3.55%					
	1-10 Year US Treasury Index				3.66%					

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

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 12/31/25
Waterlink (01-122500)										

IIIT - Money Market	3.780%	12/31/25	01/01/26	1	3.780%	16,085.97	16,085.97	0.00	16,085.97	-
Manhattan Asset Fdg Co	0.000%	10/07/25	01/05/26	5	4.000%	4,000,000.00	3,960,000.00	38,222.22	3,998,222.22	-
Autobahn Funding Co LLC	0.000%	10/24/25	01/22/26	22	3.980%	4,300,000.00	4,257,215.00	32,801.83	4,290,016.83	-
Ridgefield Funding Co LLC	0.000%	11/03/25	02/02/26	33	3.990%	4,250,000.00	4,207,135.21	27,791.46	4,234,926.67	-
Sheffield Receivables	0.000%	11/06/25	02/09/26	40	3.960%	4,050,000.00	4,007,677.50	24,948.00	4,032,625.50	-
Sheffield Receivables	0.000%	11/20/25	02/17/26	48	4.000%	4,300,000.00	4,257,477.78	20,066.67	4,277,544.45	-
MUFG Bank	0.000%	11/21/25	02/23/26	54	4.010%	4,300,000.00	4,254,976.61	19,637.86	4,274,614.47	-
MUFG Bank	0.000%	12/11/25	03/11/26	70	4.010%	4,500,000.00	4,456,350.00	10,185.00	4,466,535.00	-
LMA Americas	0.000%	12/11/25	03/16/26	75	4.100%	2,584,000.00	2,557,406.33	5,878.60	2,563,284.93	-
LMA Americas	0.000%	12/11/25	03/17/26	76	4.080%	1,966,000.00	1,945,553.60	4,472.65	1,950,026.25	-
Longship Funding	0.000%	12/17/25	03/17/26	76	4.100%	3,800,000.00	3,763,425.00	6,095.83	3,769,520.83	-
	Weighted Avg Maturity			47	4.015%	$ 38,066,085.97	$ 37,683,303.00	$190,100.12	$ 37,873,403.12	$ -
	Less: Net Unsettled Trades								-	
									$ 37,873,403.12	

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

	Operating	Waterlink
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from customers	$ 108,288,844	$ -
Cash payments to suppliers	(102,439,632)	-
Cash payments to employees	(2,808,581)	-
Net cash from operating activities	3,040,631	-
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Cash received from sales taxes	116,767	-
Cash received/paid from long term loans	338,613	-
Cash payments for net pension activity	0	-
Net cash from noncapital financing activities	455,380	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Interest paid	0	-
Principal paid	0	-
Escrow activity	40,667	24,313,869
Construction and purchase of capital assets	(1,916,475)	-
Net cash from capital and related financing activities	(1,875,808)	24,313,869
CASH FLOWS FROM INVESTING ACTIVITIES		
Investment income	3,963,394	829,673
Net cash from investing activities	3,963,394	829,673
Net Increase (Decrease) in cash and investments	5,583,597	25,143,542
CASH AND INVESTMENTS, MAY 1, 2025	149,768,536	35,673,160
CASH AND INVESTMENTS, DECEMBER 31, 2025	$ 155,352,133	$ 60,816,702

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

	12/31/2025		
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	**Amount On Hand**	**Amount Over - (Under) Target**
TABLE 1	**A**	**B**	**C**
RESERVE ANALYSIS - DWC FUNDS			
A .Operating Reserve	$ 52,580,083	$ 54,250,171	$ 1,670,088
# of days per current fiscal year management budget	*120*	*124*	
B. Capital Reserve (3)	$ 23,950,000	$ 50,051,513	$ 26,101,513
C. Long Term Water Capital Reserve	$ 28,825,000	$ 29,382,796	$ 557,796
D. O+M Account (1)	$ 12,783,175	$ 13,618,991	$ 835,816
E. Current Construction Obligation	$ 1,033,243	$ 1,033,243	$ -
F. General Fund	$ -	$ 4,842,141	$ 4,842,141
DWC FUNDS AND ADJUSTED TARGETS	**$ 119,171,500**	**$ 153,178,854**	**$ 34,007,354**
G. Waterlink - DWC Improvements Per 5 Year Capital Plan	$ 31,000,000	$ -	$ (31,000,000)
H. Alternative Water Source Per 5 Year Capital Plan	$ 35,000,000	$ -	$ (35,000,000)
DWC FUNDS AND FULL TARGETS	**$ 185,171,500**	**$ 153,178,854**	**$ (31,992,646)**
I. Customer Construction Escrows (2)	$ 2,173,278	$ 2,173,278	$ -
J. Customer Construction Escrows Waterlink	$ 60,816,702	$ 60,816,702	$ -
TOTAL SUMMARY CASH + RESERVE ANALYSIS	**$ 248,161,481**	**$ 216,168,835**	**$ (31,992,646)**

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

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

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

MEMORANDUM

To: Paul May, General Manager

From: Cheryl Peterson, Financial Administrator

Date: 12/9/2025

Subject: Financial Report – November 30, 2025

- Water sales to Commission customers for November 2025 were 49.4 million gallons (2.6%) above November 2024 but decreased by 313.4 million gallons compared to October 2025. Year-to-date water sales are down by 49.9 million gallons or 0.3% compared to the prior fiscal year.

- Water sales to Commission customers for November were 107.0 million gallons (5.9%) higher than the budgeted anticipated/forecasted sales for the month. Year-to-date water sales were 929.4 million gallons (5.8%) above the budgeted anticipated/forecasted sales.

- For the month of November, water billings to customers for O&M costs were $11.1 million and water purchases from the City of Chicago were $9.6 million. Water billing receivables at the November month end ($16.6 million) were lower compared to the prior month ($17.9 million). The decrease was primarily due to lower water sales and timing of monthly collections.

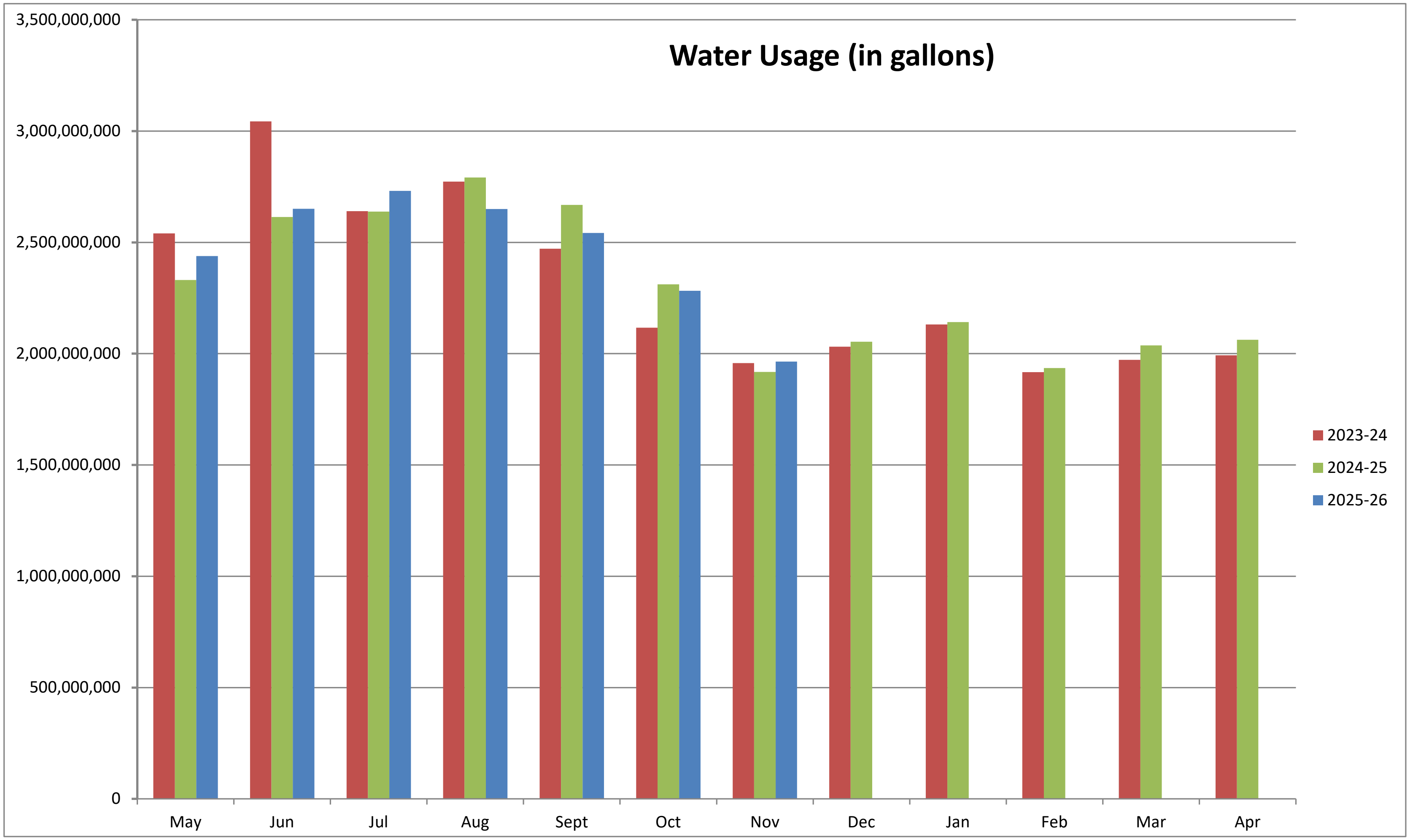
- For the seven months ended November 30, 2025, $101.1 million of the $148.9 million revenue budget has been realized. Therefore, 68% of the revenue budget has been accounted for year to date. For the same period, $99.2 million of the $158.6 million expenditure budget has been realized, and this accounts for 63% of the expenditure budget.

- Adjusted for seasonality based on a monthly trend, year to date revenues are 108% percent of the current budget and expenses are 101% of the current budget.

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

- The O&M and General Account have balances of $13.9 million and $4.8 million, respectively.

cc: Chairman and Commissioners


Water Usage (in gallons)
3,500,000,000
3,000,000,000
2,500,000,000
2,000,000,000
1,500,000,000
1,000,000,000
500,000,000
0
May
Jun
Jul
Aug
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
2023-24
2024-25
2025-26

DuPage Water Commission

Summary of Specific Account Target and Summary of Net Assets

November 30, 2025

Revenue Bond Ordinance Accounts and Commission Policy Reserves	Account / Reserve Assets Balance	Offsetting Liabilities	Year-End Specific Account Target	Status
Operations and Maintenance Account (1)	$ 13,927,800.36	$ 14,075,993.87		Negative Net Assets
General Account	$ 4,825,892.12	$ -		Positive Net Assets
Operating Reserve	$ 53,987,919.86		$ 52,580,083.00	Target Met
Capital Reserve (2)	$ 50,889,833.96		$ 24,981,932.88	Target Met
Capital Reserve/Alt Water & Waterlink Upsize (3)	$ -		$ 66,000,000.00	Not Fully Funded
L-T Water Capital Reserve	$ 29,262,982.36		$ 28,825,000.00	Target Met
Waterlink Escrow	$ 45,721,725.04	$ 45,721,725.04		Positive Net Assets
	$ 198,616,153.70	$ 59,797,718.91	$ 172,387,015.88	$ (33,568,581.09)

Total Net Assets - All Commission Accounts	
Restricted	$ -
Unrestricted	$ 165,746,237.30
Invested in Capital Assets, net	$ 396,047,981.50
Total	$ 561,794,218.80

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

(2) Includes Current Customer Obligations

(3) Future costs for Source Water Project and Upsize for Waterlink Project

Board Balance Sheet

Account Summary

DuPage Water Commission

As Of 11/30/2025

	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
Fund: 01 - WATER FUND			
Assets			
Level1: 10 - CURRENT ASSETS			
110 - CASH	13,003,483.24	9,975,224.19	3,028,259.05
120 - INVESTMENTS	185,612,670.46	142,419,357.73	43,193,312.73
131 - WATER SALES	16,629,968.96	15,163,172.12	1,466,796.84
132 - INTEREST RECEIVABLE	773,002.81	753,949.68	19,053.13
134 - OTHER RECEIVABLE	64,047.86	-5,297,648.01	5,361,695.87
135 - LOAN RECEIVABLE - CURRENT	93,060.00	90,212.12	2,847.88
150 - INVENTORY	310,110.00	325,496.00	-15,386.00
155 - PREPAIDS	844,922.76	880,358.97	-35,436.21
Total Level1 10 - CURRENT ASSETS:	**217,331,266.09**	**164,310,122.80**	**53,021,143.29**
Level1: 17 - NONCURRENT ASSETS			
170 - FIXED ASSETS	625,781,046.54	625,328,196.76	452,849.78
175 - LESS: ACCUMULATED DEPRECIATION	-245,131,883.45	-235,407,066.04	-9,724,817.41
180 - CONSTRUCTION IN PROGRESS	15,398,818.41	11,714,447.04	3,684,371.37
190 - LONG-TERM ASSETS	10,016,373.00	10,978,364.01	-961,991.01
Total Level1 17 - NONCURRENT ASSETS:	**406,064,354.50**	**412,613,941.77**	**-6,549,587.27**
Total Assets:	**623,395,620.59**	**576,924,064.57**	**46,471,556.02**
Liability			
Level1: 21 - CURRENT LIABILITIES			
210 - ACCOUNTS PAYABLE	9,977,341.36	11,258,377.96	1,281,036.60
211 - OTHER CURRENT LIABILITIES	1,242,184.24	201,445.98	-1,040,738.26
225 - ACCRUED PAYROLL LIABILITIES	193,027.13	173,813.52	-19,213.61
226 - ACCRUED VACATION	517,363.63	331,413.71	-185,949.92
250 - CONTRACT RETENTION	1,031,932.88	1,245,581.82	213,648.94
251 - CUSTOMER DEPOSITS	47,867,802.55	5,923,616.66	-41,944,185.89
Total Level1 21 - CURRENT LIABILITIES:	**60,829,651.79**	**19,134,249.65**	**-41,695,402.14**
Level1: 25 - NONCURRENT LIABILITIES			
297 - POST EMPLOYMENT BENEFITS LIABILITIES	771,750.00	848,174.00	76,424.00
Total Level1 25 - NONCURRENT LIABILITIES:	**771,750.00**	**848,174.00**	**76,424.00**
Total Liability:	**61,601,401.79**	**19,982,423.65**	**-41,618,978.14**
Equity			
Level1: 30 - EQUITY			
300 - EQUITY	559,861,501.96	555,080,706.82	4,780,795.14
Total Level1 30 - EQUITY:	**559,861,501.96**	**555,080,706.82**	**4,780,795.14**
Total Beginning Equity:	**559,861,501.96**	**555,080,706.82**	**4,780,795.14**
Total Revenue	101,141,564.02	96,407,068.15	4,734,495.87
Total Expense	99,208,847.18	94,546,134.05	-4,662,713.13
Revenues Over/(Under) Expenses	**1,932,716.84**	**1,860,934.10**	**71,782.74**
Total Equity and Current Surplus (Deficit):	**561,794,218.80**	**556,941,640.92**	**4,852,577.88**
Total Liabilities, Equity and Current Surplus (Deficit):	**623,395,620.59**	**576,924,064.57**	**46,471,556.02**

Monthly & YTD Budget Report

...	...	November 2025-2026 Budget	November 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
01 - WATER FUND								
Revenue								
510 - WATER SERVICE								
								% of Year Completed: 58%
01-511100	O&M PAYMENTS- GOVERNMENTAL	-10,294,678.95	-10,889,065.00	-90,207,124.34	-95,528,652.92	106%	-142,981,652.20	67%
01-511200	O&M PAYMENTS- PRIVATE	-231,577.57	-254,817.20	-2,029,198.45	-2,092,779.20	103%	-3,216,355.20	65%
01-514100	EMERGENCY WATER SERVICE- GOV	-11,079.00	-13,233.16	-18,514.24	-16,608.76	90%	-24,620.00	67%
510 - WATER SERVICE Totals:		-10,537,335.52	-11,157,115.36	-92,254,837.03	-97,638,040.88	106%	-146,222,627.40	67%
520 - TAXES								
								% of Year Completed: 58%
01-530010	SALES TAXES - WATER REVENUE	0.00	-14,867.02	0.00	-97,992.28	0%	0.00	0%
520 - TAXES Totals:		0.00	-14,867.02	0.00	-97,992.28	0%	0.00	0%
540 - OTHER INCOME								
								% of Year Completed: 58%
01-581000	INVESTMENT INCOME	-208,250.00	-305,895.59	-1,457,750.00	-3,285,590.92	225%	-2,500,000.00	131%
01-582000	INTEREST INCOME	-14,766.91	0.00	-103,368.37	-89,352.88	86%	-177,273.88	50%
01-590000	OTHER INCOME	0.00	0.00	0.00	-30,587.06	0%	0.00	0%
540 - OTHER INCOME Totals:		-223,016.91	-305,895.59	-1,561,118.37	-3,405,530.86	218%	-2,677,273.88	127%
Revenue Totals:		**-10,760,352.43**	**-11,477,877.97**	**-93,815,955.40**	**-101,141,564.02**	**108%**	**-148,899,901.28**	**68%**

...	...	November 2025-2026 Budget	November 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
Expense								
610 - PERSONNEL SERVICES								
								% of Year Completed: 58%
01-60-611100	ADMIN SALARIES	159,370.70	156,792.83	1,138,739.18	1,135,318.64	100%	2,030,200.00	56%
01-60-611200	OPERATIONS SALARIES	206,336.00	191,926.01	1,433,936.00	1,354,043.91	94%	2,480,000.00	55%
01-60-611300	SUMMER INTERNS	0.00	0.00	34,560.00	0.00	0%	36,000.00	0%
01-60-611600	ADMIN OVERTIME	616.67	44.43	4,316.65	831.55	19%	7,400.00	11%
01-60-611700	OPERATIONS OVERTIME	40,037.12	33,170.19	230,024.96	193,602.63	84%	396,800.00	49%
01-60-612100	PENSION	24,346.25	11,913.04	170,423.75	92,436.63	54%	292,272.00	32%
01-60-612200	MEDICAL/LIFE BENEFITS	79,845.92	62,293.97	547,514.84	477,600.60	87%	1,140,656.00	42%
01-60-612300	FEDERAL PAYROLL TAXES	31,508.30	24,402.10	218,588.83	187,905.72	86%	378,705.60	50%
01-60-612800	STATE UNEMPLOYMENT	1,166.66	29.14	8,166.62	29.14	0%	14,000.00	0%
01-60-613100	TRAVEL	950.00	334.00	6,650.00	2,756.55	41%	11,400.00	24%
01-60-613200	TRAINING	6,345.83	2,231.24	44,420.81	12,497.03	28%	76,150.00	16%
01-60-613301	CONFERENCES	5,108.33	175.00	35,758.31	6,396.49	18%	61,300.00	10%
01-60-613302	TUITION REIMBURSEMENT	1,250.00	0.00	8,750.00	0.00	0%	15,000.00	0%
01-60-619100	OTHER PERSONNEL COSTS	1,933.33	911.10	13,533.31	8,129.10	60%	23,200.00	35%
610 - PERSONNEL SERVICES Totals:		558,815.11	484,223.05	3,895,383.26	3,471,547.99	89%	6,963,083.60	50%
620 - CONTRACT SERVICES								
								% of Year Completed: 58%
01-60-621000	WATER CONSERVATION/PROMOTIO	1,083.33	0.00	7,583.31	0.00	0%	13,000.00	0%
01-60-623300	TRUST SERVICES & BANK CHARGE	15,493.80	11,092.22	108,456.60	78,196.60	72%	186,000.00	42%
01-60-625100	LEGAL SERVICES- GENERAL	6,666.66	7,258.01	46,666.62	54,251.45	116%	80,000.00	68%
01-60-625300	LEGAL SERVICES- SPECIAL	6,666.66	4,190.32	46,666.62	20,333.77	44%	80,000.00	25%
01-60-625800	LEGAL NOTICES	1,416.66	0.00	9,916.62	1,743.20	18%	17,000.00	10%
01-60-626000	AUDIT SERVICES	0.00	0.00	35,000.00	33,000.00	94%	35,000.00	94%
01-60-628000	CONSULTING SERVICES	46,239.83	28,653.95	323,678.81	270,126.74	83%	555,100.00	49%
01-60-629000	CONTRACTUAL SERVICES	77,515.00	48,083.36	542,605.00	489,413.24	90%	930,180.00	53%
620 - CONTRACT SERVICES Totals:		155,081.94	99,277.86	1,120,573.58	947,065.00	85%	1,896,280.00	50%
640 - INSURANCE								
								% of Year Completed: 58%
01-60-641100	GENERAL LIABILITY INSURANCE	14,083.33	9,060.75	98,583.31	61,408.23	62%	169,000.00	36%
01-60-641200	PUBLIC OFFICIAL LIABILITY	2,025.00	1,588.18	14,175.00	11,117.11	78%	24,300.00	46%
01-60-641500	WORKER'S COMPENSATION	13,750.00	12,173.00	96,250.00	88,297.00	92%	165,000.00	54%
01-60-641600	EXCESS LIABILITY COVERAGE	8,333.33	7,020.67	58,333.31	46,203.67	79%	100,000.00	46%
01-60-642100	PROPERTY INSURANCE	47,500.00	39,984.83	332,500.00	286,668.83	86%	570,000.00	50%
01-60-642200	AUTOMOBILE INSURANCE	3,750.00	3,279.25	26,250.00	20,717.73	79%	45,000.00	46%
01-60-649100	SELF INSURANCE PROPERTY	8,333.33	0.00	58,333.31	1,911.35	3%	100,000.00	2%
640 - INSURANCE Totals:		97,774.99	73,106.68	684,424.93	516,323.92	75%	1,173,300.00	44%

...	...	November 2025-2026 Budget	November 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
650 - OPERATIONAL SUPPORT SRVS								
								% of Year Completed: 58%
01-60-651200	GENERATOR DIESEL FUEL	9,375.00	0.00	65,625.00	35,856.74	55%	112,500.00	32%
01-60-651300	NATURAL GAS	2,748.90	1,815.54	19,242.30	4,536.07	24%	33,000.00	14%
01-60-651401	TELEPHONE	6,321.66	6,202.08	44,251.62	33,522.41	76%	75,860.00	44%
01-60-651403	RADIOS	2,207.45	0.00	15,452.15	18,816.00	122%	26,500.00	71%
01-60-651404	REPAIRS & EQUIPMENT	383.33	0.00	2,683.31	461.75	17%	4,600.00	10%
01-60-652100	OFFICE SUPPLIES	2,541.66	5,873.03	17,791.62	13,123.79	74%	30,500.00	43%
01-60-652200	BOOKS & PUBLICATIONS	837.50	232.00	5,862.50	6,231.92	106%	10,050.00	62%
01-60-653100	PRINTING- GENERAL	808.33	0.00	5,658.31	1,139.86	20%	9,700.00	12%
01-60-653200	POSTAGE & DELIVERY	533.33	0.00	3,733.31	1,448.75	39%	6,400.00	23%
01-60-654000	PROFESSIONAL DUES	1,868.75	590.83	13,081.25	16,226.26	124%	22,425.00	72%
01-60-655000	REPAIRS & MAINT- OFFICE EQUI	734.70	751.55	5,142.90	3,887.36	76%	8,820.00	44%
01-60-656000	REPAIRS & MAINT- BLDGS & GRN	22,000.00	19,705.85	154,000.00	138,244.23	90%	264,000.00	52%
01-60-659000	COMPUTER SOFTWARE/LICENSING	16,905.73	390.33	118,340.11	61,605.26	52%	202,950.00	30%
01-60-659100	OTHER ADMINISTRATIVE EXPENSE	1,666.00	2,070.48	11,662.00	15,739.89	135%	20,000.00	79%
650 - OPERATIONAL SUPPORT SRVS Totals:		68,932.34	37,631.69	482,526.38	350,840.29	73%	827,305.00	42%
660 - WATER OPERATION								
								% of Year Completed: 58%
01-60-661101	WATER BILLING	9,130,489.09	9,587,124.39	80,005,910.68	83,782,901.79	105%	126,812,348.56	66%
01-60-661102	ELECTRICITY	158,400.00	185,000.00	1,387,980.00	1,137,485.82	82%	2,200,000.00	52%
01-60-661103	OPERATIONS & MAINTENANCE	65,000.00	88,451.87	455,000.00	398,879.46	88%	780,000.00	51%
01-60-661104	MAJOR MAINTENANCE	37,500.00	159,722.12	262,500.00	183,078.00	70%	450,000.00	41%
01-60-661201	PUMP STATION	198,000.00	199,385.50	1,734,975.00	1,475,317.02	85%	2,750,000.00	54%
01-60-661202	METER STATION, ROV, TANK SITE	14,420.00	7,367.09	126,180.00	36,998.34	29%	200,000.00	18%
01-60-661300	WATER CHEMICALS	4,825.00	3,982.30	33,775.00	7,415.72	22%	57,900.00	13%
01-60-661400	WATER QUALITY TESTING	9,916.66	929.44	69,416.62	48,350.15	70%	119,000.00	41%
01-60-662100	PUMPING SERVICES	67,441.66	1,202.80	472,091.62	204,735.51	43%	809,300.00	25%
01-60-662200	INSTRUMENTATION	5,810.17	993.65	40,671.19	9,011.23	22%	69,750.00	13%
01-60-662300	METER TESTING & REPAIRS	4,583.33	14,607.40	32,083.31	19,875.37	62%	55,000.00	36%
01-60-662400	SCADA	1,491.07	208.42	10,437.49	1,137.48	11%	17,900.00	6%
01-60-662500	EQUIPMENT RENTAL	1,332.80	0.00	9,329.60	0.00	0%	16,000.00	0%
01-60-662600	UNIFORMS	2,165.80	4,064.97	15,160.60	8,759.68	58%	26,000.00	34%
01-60-662700	SAFETY	15,008.33	2,460.76	105,058.31	62,417.97	59%	180,100.00	35%
01-60-663100	PIPELINE REPAIRS	112,500.00	224,110.98	787,500.00	489,637.57	62%	1,350,000.00	36%
01-60-663200	CORROSION TESTING & MITIGATION	25,000.00	690.00	175,000.00	110,047.10	63%	300,000.00	37%
01-60-663300	REMOTE FACILITIES MAINTENANCE	23,157.40	1,700.00	162,101.80	106,154.74	65%	278,000.00	38%
01-60-663400	PLAN REVIEW- PIPELINE CONFLI	7,746.90	0.00	54,228.30	25,153.00	46%	93,000.00	27%
01-60-663700	PIPELINE SUPPLIES	10,000.00	11,567.70	70,000.00	84,407.50	121%	120,000.00	70%
01-60-664000	MACHINERY & EQUIP- NON CAP	3,431.96	0.00	24,023.72	2,168.00	9%	41,200.00	5%

...	...	November 2025-2026 Budget	November 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
01-60-664100	REPAIRS & MAINT- VEHICLES	3,651.66	2,054.54	25,561.62	15,254.33	60%	43,820.00	35%
01-60-664200	FUEL- VEHICLES	3,750.00	3,360.92	26,250.00	20,382.03	78%	45,000.00	45%
01-60-664300	LICENSES- VEHICLES	275.00	0.00	1,925.00	0.00	0%	3,300.00	0%
660 - WATER OPERATION Totals:		9,905,896.83	10,498,984.85	86,087,159.86	88,229,567.81	102%	136,817,618.56	64%

680 - LAND & LAND RIGHTS

% of Year Completed: 58%

01-60-681000	LEASES	83.33	0.00	583.31	0.00	0%	1,000.00	0%
01-60-682000	PERMITS & FEES	708.33	0.00	4,958.31	3,728.62	75%	8,500.00	44%
680 - LAND & LAND RIGHTS Totals:		791.66	0.00	5,541.62	3,728.62	67%	9,500.00	39%

685 - CAPITAL EQUIP / DEPREC

% of Year Completed: 58%

01-60-685100	COMPUTERS	6,164.20	0.00	43,149.40	9,508.98	22%	74,000.00	13%
01-60-685200	OFFICE FURNITURE & EQUIPMT	0.00	0.00	20,000.00	0.00	0%	20,000.00	0%
01-60-685600	MACHINERY & EQUIPMENT	0.00	0.00	70,000.00	15,031.00	21%	70,000.00	21%
01-60-685800	CAPITALIZED EQUIP	0.00	0.00	-90,000.00	-15,031.00	17%	-90,000.00	17%
01-60-686000	VEHICLES	0.00	0.00	80,000.00	0.00	0%	80,000.00	0%
01-60-686800	CAPITALIZED VEHICLE PURCHASES	0.00	0.00	-80,000.00	0.00	0%	-80,000.00	0%
01-60-692000	DEPRECIATION- TRANS MAINS	425,000.00	403,287.47	2,975,000.00	2,822,654.78	95%	5,100,000.00	55%
01-60-693000	DEPRECIATION- BUILDINGS	291,550.00	263,883.73	2,040,850.00	1,847,630.34	91%	3,500,000.00	53%
01-60-694000	DEPRECIATION-PUMPING EQUIPME	158,270.00	126,561.30	1,107,890.00	885,177.51	80%	1,900,000.00	47%
01-60-695200	DEPRECIATION- OFFICE FURN &	14,994.00	4,703.85	104,958.00	32,926.86	31%	180,000.00	18%
01-60-696000	DEPRECIATION- VEHICLES	16,326.80	13,125.02	114,287.60	91,875.08	80%	196,000.00	47%
685 - CAPITAL EQUIP / DEPREC Totals:		912,305.00	811,561.37	6,386,135.00	5,689,773.55	89%	10,950,000.00	52%

710 - CONSTRUCTION IN PROGRESS

% of Year Completed: 58%

01-60-722200	DPPS BUILDINGS REHAB & MAINT	0.00	0.00	300,000.00	94,147.54	31%	300,000.00	31%
01-60-722202	DPPS VALVE REPLACEMENT	0.00	1,551.94	600,000.00	45,619.80	8%	600,000.00	8%
01-60-741000	REMOTE FACILITIES REHAB & MAINT	0.00	0.00	150,000.00	0.00	0%	150,000.00	0%
01-60-751000	TRANSMISSION MAINS	0.00	0.00	20,000,000.00	0.00	0%	20,000,000.00	0%
01-60-751200	CATHODIC PROTECTION	0.00	0.00	500,000.00	0.00	0%	500,000.00	0%
01-60-771000	VALVE REHAB & REPLACEMENT	0.00	0.00	500,000.00	487.51	0%	500,000.00	0%
01-60-771100	METER REPLACEMENT	0.00	103,695.00	150,000.00	127,410.00	85%	150,000.00	85%
01-60-771200	CONDITION ASSESSMENT	0.00	0.00	520,000.00	0.00	0%	520,000.00	0%
01-60-771700	REPLACEMENT OF SCADA SYSTEM	0.00	456,622.28	4,450,000.00	1,228,934.53	28%	4,450,000.00	28%
01-60-772500	ALTERNATIVE WATER SOURCE	0.00	-8,514.41	5,000,000.00	369,466.25	7%	5,000,000.00	7%
01-60-798000	CAPITALIZED FIXED ASSETS	0.00	-553,354.81	-32,170,000.00	-1,866,065.63	6%	-32,170,000.00	6%
710 - CONSTRUCTION IN PROGRESS Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%

...	...	November 2025-2026 Budget	November 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
850 - ESCROW FUNDED CONSTRUCTION								
								% of Year Completed: 58%
01-80-850001	METERING STATION	0.00	0.00	3,250,000.00	11,927.74	0%	3,250,000.00	0%
01-80-852001	AQUA ILLINOIS	0.00	78.00	2,000,000.00	546.00	0%	2,000,000.00	0%
01-80-852010	MONTGOMERY/OSWEGO/YORKVILL	0.00	147,864.45	199,500,000.00	2,200,506.08	1%	199,500,000.00	1%
01-80-899000	CONTRIBUTED/CAPITALIZED FIXED A	0.00	-147,942.45	-204,750,000.00	-2,212,979.82	1%	-204,750,000.00	1%
850 - ESCROW FUNDED CONSTRUCTION Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%
Expense Totals:		**11,699,597.87**	**12,004,785.50**	**98,661,744.63**	**99,208,847.18**	**101%**	**158,637,087.16**	**63%**
01 - WATER FUND Totals:		**939,245.44**	**526,907.53**	**4,845,789.23**	**-1,932,716.84**	**-40%**	**9,737,185.88**	**-20%**

DuPage Water Commission

30 YEARS OF SERVICE

Pure. Essential. Stewardship.

MEMORANDUM

To: Paul May, General Manager

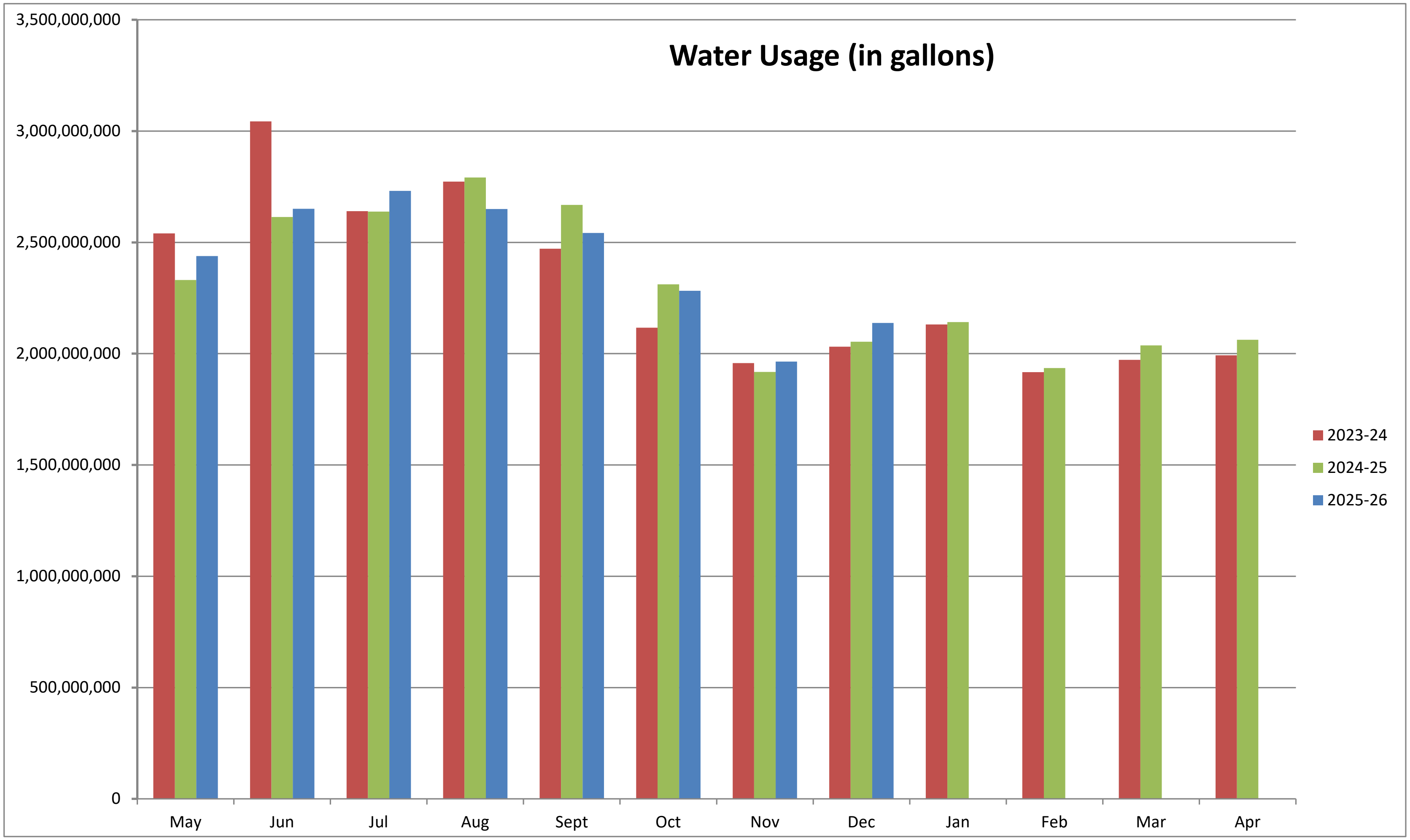
From: Cheryl Peterson, Financial Administrator

Date: 1/8/2026

Subject: Financial Report – December 31, 2025

- Water sales to Commission customers for December 2025 were 80.5 million gallons (4.0%) above December 2024 and increased by 161.7 million gallons compared to November 2025. Year-to-date water sales are up by 30.7 million gallons or 0.2% compared to the prior fiscal year.
- Water sales to Commission customers for December were 185.5 million gallons (9.8%) higher than the budgeted anticipated/forecasted sales for the month. Year-to-date water sales were 1,115.0 million gallons (6.3%) above the budgeted anticipated/forecasted sales.
- For the month of December, water billings to customers for O&M costs were $12.1 million and water purchases from the City of Chicago were $10.4 million. Water billing receivables at the December month end ($15.8 million) were lower compared to the prior month ($16.6 million). The decrease was primarily due to timing of monthly collections more than offsetting higher water sales.
- For the eight months ended December 31, 2025, $114.0 million of the $148.9 million revenue budget has been realized. Therefore, 77% of the revenue budget has been accounted for year to date. For the same period, $112.1 million of the $158.6 million expenditure budget has been realized, and this accounts for 71% of the expenditure budget.
- Adjusted for seasonality based on a monthly trend, year to date revenues are 109% percent of the current budget and expenses are 101% of the current budget.
- The Operating Reserve and Long-Term Water Capital have reached respective 2025/2026 fiscal year end minimum targeted levels. Excluding budgeted capital related to the Waterlink expansion and alternative water source, the Capital Reserve account has met its targeted level.
- The O&M and General Account have balances of $15.8 million and $4.8 million, respectively.

cc: Chairman and Commissioners


Water Usage (in gallons)
3,500,000,000
3,000,000,000
2,500,000,000
2,000,000,000
1,500,000,000
1,000,000,000
500,000,000
0
May
Jun
Jul
Aug
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
2023-24
2024-25
2025-26

DuPage Water Commission

Summary of Specific Account Target and Summary of Net Assets

December 31, 2025

Revenue Bond Ordinance Accounts and Commission Policy Reserves	Account / Reserve Assets Balance	Offsetting Liabilities	Year-End Specific Account Target	Status
Operations and Maintenance Account (1)	$ 15,792,269.08	$ 14,956,452.80		Positive Net Assets
General Account	$ 4,842,140.81	$ -		Positive Net Assets
Operating Reserve	$ 54,250,170.69		$ 52,580,083.00	Target Met
Capital Reserve (2)	$ 51,084,755.91		$ 24,983,242.88	Target Met
Capital Reserve/Alt Water & Waterlink Upsize (3)	$ -		$ 66,000,000.00	Not Fully Funded
L-T Water Capital Reserve	$ 29,382,796.20		$ 28,825,000.00	Target Met
Waterlink Escrow	$ 60,816,702.30	$ 60,816,702.30		Positive Net Assets
	$ 216,168,834.99	$ 75,773,155.10	$ 172,388,325.88	$ (31,992,645.99)

Total Net Assets - All Commission Accounts	
Restricted	$ -
Unrestricted	$ 166,516,469.89
Invested in Capital Assets, net	$ 395,271,799.94
Total	$ 561,788,269.83

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

(2) Includes Current Customer Obligations

(3) Future costs for Source Water Project and Upsize for Waterlink Project

DuPage Water Commission

Board Balance Sheet

Account Summary

As Of 12/31/2025

	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
Fund: 01 - WATER FUND			
Assets			
Level1: 10 - CURRENT ASSETS			
110 - CASH	29,814,304.39	15,905,964.51	13,908,339.88
120 - INVESTMENTS	186,354,530.60	142,734,465.74	43,620,064.86
131 - WATER SALES	15,764,997.56	14,757,075.56	1,007,922.00
132 - INTEREST RECEIVABLE	926,056.56	835,092.58	90,963.98
134 - OTHER RECEIVABLE	64,047.86	-5,297,467.21	5,361,515.07
135 - LOAN RECEIVABLE - CURRENT	56,863.80	54,015.92	2,847.88
150 - INVENTORY	310,110.00	325,496.00	-15,386.00
155 - PREPAIDS	787,334.10	802,756.96	-15,422.86
Total Level1 10 - CURRENT ASSETS:	**234,078,244.87**	**170,117,400.06**	**63,960,844.81**
Level1: 17 - NONCURRENT ASSETS			
170 - FIXED ASSETS	625,781,046.54	625,614,856.78	166,189.76
175 - LESS: ACCUMULATED DEPRECIATION	-245,943,444.72	-236,220,417.69	-9,723,027.03
180 - CONSTRUCTION IN PROGRESS	15,434,198.12	11,648,687.04	3,785,511.08
190 - LONG-TERM ASSETS	10,016,373.00	10,978,364.01	-961,991.01
Total Level1 17 - NONCURRENT ASSETS:	**405,288,172.94**	**412,021,490.14**	**-6,733,317.20**
Total Assets:	**639,366,417.81**	**582,138,890.20**	**57,227,527.61**
Liability			
Level1: 21 - CURRENT LIABILITIES			
210 - ACCOUNTS PAYABLE	10,927,551.62	11,783,081.55	855,529.93
211 - OTHER CURRENT LIABILITIES	1,070,862.57	385,442.10	-685,420.47
225 - ACCRUED PAYROLL LIABILITIES	460,232.85	401,444.17	-58,788.68
226 - ACCRUED VACATION	508,979.05	333,381.70	-175,597.35
250 - CONTRACT RETENTION	1,160,952.88	874,377.74	-286,575.14
251 - CUSTOMER DEPOSITS	62,677,819.01	11,034,568.18	-51,643,250.83
Total Level1 21 - CURRENT LIABILITIES:	**76,806,397.98**	**24,812,295.44**	**-51,994,102.54**
Level1: 25 - NONCURRENT LIABILITIES			
297 - POST EMPLOYMENT BENEFITS LIABILITIES	771,750.00	848,174.00	76,424.00
Total Level1 25 - NONCURRENT LIABILITIES:	**771,750.00**	**848,174.00**	**76,424.00**
Total Liability:	**77,578,147.98**	**25,660,469.44**	**-51,917,678.54**
Equity			
Level1: 30 - EQUITY			
300 - EQUITY	559,861,501.96	555,080,706.82	4,780,795.14
Total Level1 30 - EQUITY:	**559,861,501.96**	**555,080,706.82**	**4,780,795.14**
Total Beginning Equity:	**559,861,501.96**	**555,080,706.82**	**4,780,795.14**
Total Revenue	114,020,724.99	108,000,542.86	6,020,182.13
Total Expense	112,093,957.12	106,602,828.92	-5,491,128.20
Revenues Over/(Under) Expenses	**1,926,767.87**	**1,397,713.94**	**529,053.93**
Total Equity and Current Surplus (Deficit):	**561,788,269.83**	**556,478,420.76**	**5,309,849.07**
Total Liabilities, Equity and Current Surplus (Deficit):	**639,366,417.81**	**582,138,890.20**	**57,227,527.61**

Monthly & YTD Budget Report

...	...	December 2025-2026 Budget	December 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
01 - WATER FUND								
Revenue								
510 - WATER SERVICE								
								% of Year Completed: 67%
01-511100	O&M PAYMENTS- GOVERNMENTAL	-10,766,518.41	-11,803,156.60	-100,973,642.75	-107,331,809.52	106%	-142,981,652.20	75%
01-511200	O&M PAYMENTS- PRIVATE	-242,191.54	-281,497.20	-2,271,389.99	-2,374,276.40	105%	-3,216,355.20	74%
01-514100	EMERGENCY WATER SERVICE- GOV	-1,280.24	0.00	-19,794.48	-16,608.76	84%	-24,620.00	67%
510 - WATER SERVICE Totals:		-11,009,990.19	-12,084,653.80	-103,264,827.22	-109,722,694.68	106%	-146,222,627.40	75%
520 - TAXES								
								% of Year Completed: 67%
01-530010	SALES TAXES - WATER REVENUE	0.00	-18,775.01	0.00	-116,767.29	0%	0.00	0%
520 - TAXES Totals:		0.00	-18,775.01	0.00	-116,767.29	0%	0.00	0%
540 - OTHER INCOME								
								% of Year Completed: 67%
01-581000	INVESTMENT INCOME	-208,250.00	-775,522.16	-1,666,000.00	-4,061,113.08	244%	-2,500,000.00	162%
01-582000	INTEREST INCOME	-14,766.91	0.00	-118,135.28	-89,352.88	76%	-177,273.88	50%
01-590000	OTHER INCOME	0.00	-210.00	0.00	-30,797.06	0%	0.00	0%
540 - OTHER INCOME Totals:		-223,016.91	-775,732.16	-1,784,135.28	-4,181,263.02	234%	-2,677,273.88	156%
Revenue Totals:		**-11,233,007.10**	**-12,879,160.97**	**-105,048,962.50**	**-114,020,724.99**	**109%**	**-148,899,901.28**	**77%**

...	...	December 2025-2026 Budget	December 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
Expense								
610 - PERSONNEL SERVICES								
								% of Year Completed: 67%
01-60-611100	ADMIN SALARIES	162,009.96	180,509.94	1,300,749.14	1,315,828.58	101%	2,030,200.00	65%
01-60-611200	OPERATIONS SALARIES	211,544.00	216,070.93	1,645,480.00	1,570,114.84	95%	2,480,000.00	63%
01-60-611300	SUMMER INTERNS	0.00	0.00	34,560.00	0.00	0%	36,000.00	0%
01-60-611600	ADMIN OVERTIME	616.67	241.63	4,933.32	1,073.18	22%	7,400.00	15%
01-60-611700	OPERATIONS OVERTIME	41,584.64	37,823.29	271,609.60	231,425.92	85%	396,800.00	58%
01-60-612100	PENSION	24,346.25	17,324.73	194,770.00	109,761.36	56%	292,272.00	38%
01-60-612200	MEDICAL/LIFE BENEFITS	228,131.20	270,522.61	775,646.04	748,123.21	96%	1,140,656.00	66%
01-60-612300	FEDERAL PAYROLL TAXES	32,303.58	29,618.86	250,892.41	217,524.58	87%	378,705.60	57%
01-60-612800	STATE UNEMPLOYMENT	1,166.66	977.46	9,333.28	1,006.60	11%	14,000.00	7%
01-60-613100	TRAVEL	950.00	188.44	7,600.00	2,944.99	39%	11,400.00	26%
01-60-613200	TRAINING	6,345.83	1,629.69	50,766.64	14,126.72	28%	76,150.00	19%
01-60-613301	CONFERENCES	5,108.33	898.00	40,866.64	7,294.49	18%	61,300.00	12%
01-60-613302	TUITION REIMBURSEMENT	1,250.00	0.00	10,000.00	0.00	0%	15,000.00	0%
01-60-619100	OTHER PERSONNEL COSTS	1,933.33	0.00	15,466.64	8,129.10	53%	23,200.00	35%
610 - PERSONNEL SERVICES Totals:		717,290.45	755,805.58	4,612,673.71	4,227,353.57	92%	6,963,083.60	61%
620 - CONTRACT SERVICES								
								% of Year Completed: 67%
01-60-621000	WATER CONSERVATION/PROMOTIO	1,083.33	0.00	8,666.64	0.00	0%	13,000.00	0%
01-60-623300	TRUST SERVICES & BANK CHARGE	15,493.80	10,700.92	123,950.40	88,897.52	72%	186,000.00	48%
01-60-625100	LEGAL SERVICES- GENERAL	6,666.66	7,075.40	53,333.28	61,326.85	115%	80,000.00	77%
01-60-625300	LEGAL SERVICES- SPECIAL	6,666.66	2,000.00	53,333.28	22,333.77	42%	80,000.00	28%
01-60-625800	LEGAL NOTICES	1,416.66	0.00	11,333.28	1,743.20	15%	17,000.00	10%
01-60-626000	AUDIT SERVICES	0.00	0.00	35,000.00	33,000.00	94%	35,000.00	94%
01-60-628000	CONSULTING SERVICES	46,239.83	42,477.13	369,918.64	312,603.87	85%	555,100.00	56%
01-60-629000	CONTRACTUAL SERVICES	77,515.00	58,501.80	620,120.00	547,915.04	88%	930,180.00	59%
620 - CONTRACT SERVICES Totals:		155,081.94	120,755.25	1,275,655.52	1,067,820.25	84%	1,896,280.00	56%
640 - INSURANCE								
								% of Year Completed: 67%
01-60-641100	GENERAL LIABILITY INSURANCE	14,083.33	9,060.75	112,666.64	70,468.98	63%	169,000.00	42%
01-60-641200	PUBLIC OFFICIAL LIABILITY	2,025.00	1,588.18	16,200.00	12,705.29	78%	24,300.00	52%
01-60-641500	WORKER'S COMPENSATION	13,750.00	12,137.00	110,000.00	100,434.00	91%	165,000.00	61%
01-60-641600	EXCESS LIABILITY COVERAGE	8,333.33	7,020.67	66,666.64	53,224.34	80%	100,000.00	53%
01-60-642100	PROPERTY INSURANCE	47,500.00	39,984.83	380,000.00	326,653.66	86%	570,000.00	57%
01-60-642200	AUTOMOBILE INSURANCE	3,750.00	3,279.25	30,000.00	23,996.98	80%	45,000.00	53%
01-60-649100	SELF INSURANCE PROPERTY	8,333.33	0.00	66,666.64	1,911.35	3%	100,000.00	2%
640 - INSURANCE Totals:		97,774.99	73,070.68	782,199.92	589,394.60	75%	1,173,300.00	50%

...	...	December 2025-2026 Budget	December 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
650 - OPERATIONAL SUPPORT SRVS								
								% of Year Completed: 67%
01-60-651200	GENERATOR DIESEL FUEL	9,375.00	0.00	75,000.00	35,856.74	48%	112,500.00	32%
01-60-651300	NATURAL GAS	2,748.90	4,157.21	21,991.20	8,693.28	40%	33,000.00	26%
01-60-651401	TELEPHONE	6,321.66	4,035.57	50,573.28	37,557.98	74%	75,860.00	50%
01-60-651403	RADIOS	2,207.45	0.00	17,659.60	18,816.00	107%	26,500.00	71%
01-60-651404	REPAIRS & EQUIPMENT	383.33	0.00	3,066.64	461.75	15%	4,600.00	10%
01-60-652100	OFFICE SUPPLIES	2,541.66	4,391.13	20,333.28	17,514.92	86%	30,500.00	57%
01-60-652200	BOOKS & PUBLICATIONS	837.50	53.96	6,700.00	6,285.88	94%	10,050.00	63%
01-60-653100	PRINTING- GENERAL	808.33	0.00	6,466.64	1,139.86	18%	9,700.00	12%
01-60-653200	POSTAGE & DELIVERY	533.33	0.00	4,266.64	1,448.75	34%	6,400.00	23%
01-60-654000	PROFESSIONAL DUES	1,868.75	1,332.62	14,950.00	17,558.88	117%	22,425.00	78%
01-60-655000	REPAIRS & MAINT- OFFICE EQUI	734.70	328.05	5,877.60	4,215.41	72%	8,820.00	48%
01-60-656000	REPAIRS & MAINT- BLDGS & GRN	22,000.00	18,112.83	176,000.00	156,357.06	89%	264,000.00	59%
01-60-659000	COMPUTER SOFTWARE/LICENSING	16,905.73	4,460.72	135,245.84	66,065.98	49%	202,950.00	33%
01-60-659100	OTHER ADMINISTRATIVE EXPENSE	1,666.00	0.00	13,328.00	15,739.89	118%	20,000.00	79%
650 - OPERATIONAL SUPPORT SRVS Totals:		68,932.34	36,872.09	551,458.72	387,712.38	70%	827,305.00	47%
660 - WATER OPERATION								
								% of Year Completed: 67%
01-60-661101	WATER BILLING	9,548,969.84	10,435,397.73	89,554,880.52	94,218,299.52	105%	126,812,348.56	74%
01-60-661102	ELECTRICITY	165,660.00	102,329.28	1,553,640.00	1,239,815.10	80%	2,200,000.00	56%
01-60-661103	OPERATIONS & MAINTENANCE	65,000.00	52,449.42	520,000.00	451,328.88	87%	780,000.00	58%
01-60-661104	MAJOR MAINTENANCE	37,500.00	0.00	300,000.00	183,078.00	61%	450,000.00	41%
01-60-661201	PUMP STATION	207,075.00	185,339.58	1,942,050.00	1,660,656.60	86%	2,750,000.00	60%
01-60-661202	METER STATION, ROV, TANK SITE	15,060.00	19,504.63	141,240.00	56,502.97	40%	200,000.00	28%
01-60-661300	WATER CHEMICALS	4,825.00	0.00	38,600.00	7,415.72	19%	57,900.00	13%
01-60-661400	WATER QUALITY TESTING	9,916.66	52.50	79,333.28	48,402.65	61%	119,000.00	41%
01-60-662100	PUMPING SERVICES	67,441.66	134,860.77	539,533.28	339,596.28	63%	809,300.00	42%
01-60-662200	INSTRUMENTATION	5,810.17	3,361.43	46,481.36	12,372.66	27%	69,750.00	18%
01-60-662300	METER TESTING & REPAIRS	4,583.33	0.00	36,666.64	19,875.37	54%	55,000.00	36%
01-60-662400	SCADA	1,491.07	208.42	11,928.56	1,345.90	11%	17,900.00	8%
01-60-662500	EQUIPMENT RENTAL	1,332.80	0.00	10,662.40	0.00	0%	16,000.00	0%
01-60-662600	UNIFORMS	2,165.80	586.33	17,326.40	9,346.01	54%	26,000.00	36%
01-60-662700	SAFETY	15,008.33	2,027.72	120,066.64	64,445.69	54%	180,100.00	36%
01-60-663100	PIPELINE REPAIRS	112,500.00	129,822.74	900,000.00	619,460.31	69%	1,350,000.00	46%
01-60-663200	CORROSION TESTING & MITIGATION	25,000.00	720.00	200,000.00	110,767.10	55%	300,000.00	37%
01-60-663300	REMOTE FACILITIES MAINTENANCE	23,157.40	9,227.13	185,259.20	115,381.87	62%	278,000.00	42%
01-60-663400	PLAN REVIEW- PIPELINE CONFLI	7,746.90	0.00	61,975.20	25,153.00	41%	93,000.00	27%
01-60-663700	PIPELINE SUPPLIES	10,000.00	975.45	80,000.00	85,382.95	107%	120,000.00	71%
01-60-664000	MACHINERY & EQUIP- NON CAP	3,431.96	7,856.45	27,455.68	10,024.45	37%	41,200.00	24%

...	...	December 2025-2026 Budget	December 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
01-60-664100	REPAIRS & MAINT- VEHICLES	3,651.66	635.60	29,213.28	15,889.93	54%	43,820.00	36%
01-60-664200	FUEL- VEHICLES	3,750.00	1,689.89	30,000.00	22,071.92	74%	45,000.00	49%
01-60-664300	LICENSES- VEHICLES	275.00	0.00	2,200.00	0.00	0%	3,300.00	0%
660 - WATER OPERATION Totals:		10,341,352.58	11,087,045.07	96,428,512.44	99,316,612.88	103%	136,817,618.56	73%

680 - LAND & LAND RIGHTS

% of Year Completed: 67%

01-60-681000	LEASES	83.33	0.00	666.64	0.00	0%	1,000.00	0%
01-60-682000	PERMITS & FEES	708.33	0.00	5,666.64	3,728.62	66%	8,500.00	44%
680 - LAND & LAND RIGHTS Totals:		791.66	0.00	6,333.28	3,728.62	59%	9,500.00	39%

685 - CAPITAL EQUIP / DEPREC

% of Year Completed: 67%

01-60-685100	COMPUTERS	6,164.20	0.00	49,313.60	9,508.98	19%	74,000.00	13%
01-60-685200	OFFICE FURNITURE & EQUIPMT	0.00	0.00	20,000.00	0.00	0%	20,000.00	0%
01-60-685600	MACHINERY & EQUIPMENT	0.00	0.00	70,000.00	15,031.00	21%	70,000.00	21%
01-60-685800	CAPITALIZED EQUIP	0.00	0.00	-90,000.00	-15,031.00	17%	-90,000.00	17%
01-60-686000	VEHICLES	0.00	0.00	80,000.00	0.00	0%	80,000.00	0%
01-60-686800	CAPITALIZED VEHICLE PURCHASES	0.00	0.00	-80,000.00	0.00	0%	-80,000.00	0%
01-60-692000	DEPRECIATION- TRANS MAINS	425,000.00	403,287.47	3,400,000.00	3,225,942.25	95%	5,100,000.00	63%
01-60-693000	DEPRECIATION- BUILDINGS	291,550.00	263,883.70	2,332,400.00	2,111,514.04	91%	3,500,000.00	60%
01-60-694000	DEPRECIATION-PUMPING EQUIPME	158,270.00	126,561.28	1,266,160.00	1,011,738.79	80%	1,900,000.00	53%
01-60-695200	DEPRECIATION- OFFICE FURN &	14,994.00	4,703.82	119,952.00	37,630.68	31%	180,000.00	21%
01-60-696000	DEPRECIATION- VEHICLES	16,326.80	13,125.00	130,614.40	105,000.08	80%	196,000.00	54%
685 - CAPITAL EQUIP / DEPREC Totals:		912,305.00	811,561.27	7,298,440.00	6,501,334.82	89%	10,950,000.00	59%

710 - CONSTRUCTION IN PROGRESS

% of Year Completed: 67%

01-60-722200	DPPS BUILDINGS REHAB & MAINT	0.00	0.00	300,000.00	94,147.54	31%	300,000.00	31%
01-60-722202	DPPS VALVE REPLACEMENT	0.00	0.00	600,000.00	45,619.80	8%	600,000.00	8%
01-60-741000	REMOTE FACILITIES REHAB & MAINT	0.00	0.00	150,000.00	0.00	0%	150,000.00	0%
01-60-751000	TRANSMISSION MAINS	0.00	0.00	20,000,000.00	0.00	0%	20,000,000.00	0%
01-60-751200	CATHODIC PROTECTION	0.00	0.00	500,000.00	0.00	0%	500,000.00	0%
01-60-771000	VALVE REHAB & REPLACEMENT	0.00	0.00	500,000.00	487.51	0%	500,000.00	0%
01-60-771100	METER REPLACEMENT	0.00	0.00	150,000.00	127,410.00	85%	150,000.00	85%
01-60-771200	CONDITION ASSESSMENT	0.00	0.00	520,000.00	0.00	0%	520,000.00	0%
01-60-771700	REPLACEMENT OF SCADA SYSTEM	0.00	31,531.71	4,450,000.00	1,260,466.24	28%	4,450,000.00	28%
01-60-772500	ALTERNATIVE WATER SOURCE	0.00	3,848.00	5,000,000.00	373,314.25	7%	5,000,000.00	7%
01-60-798000	CAPITALIZED FIXED ASSETS	0.00	-35,379.71	-32,170,000.00	-1,901,445.34	6%	-32,170,000.00	6%
710 - CONSTRUCTION IN PROGRESS Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%

...	...	December 2025-2026 Budget	December 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
850 - ESCROW FUNDED CONSTRUCTION								
								% of Year Completed: 67%
01-80-850001	METERING STATION	0.00	0.00	3,250,000.00	11,927.74	0%	3,250,000.00	0%
01-80-852001	AQUA ILLINOIS	0.00	858.00	2,000,000.00	1,404.00	0%	2,000,000.00	0%
01-80-852010	MONTGOMERY/OSWEGO/YORKVILL	0.00	3,181,836.87	199,500,000.00	5,382,342.95	3%	199,500,000.00	3%
01-80-899000	CONTRIBUTED/CAPITALIZED FIXED A	0.00	-3,182,694.87	-204,750,000.00	-5,395,674.69	3%	-204,750,000.00	3%
850 - ESCROW FUNDED CONSTRUCTION Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%
Expense Totals:		**12,293,528.96**	**12,885,109.94**	**110,955,273.59**	**112,093,957.12**	**101%**	**158,637,087.16**	**71%**
01 - WATER FUND Totals:		**1,060,521.86**	**5,948.97**	**5,906,311.09**	**-1,926,767.87**	**-33%**	**9,737,185.88**	**-20%**

Resolution #: RFBA	
Account: N/A	
Approvals: *Author / Manager / Finance / Admin*	
DC RCB CAP PDM	

REQUEST FOR BOARD ACTION

Date: 1/8/2026

Description: **Recommendation for the adoption of a new Administrative policy regarding the use of Artificial Intelligence (AI)**

Agenda Section: Administration Committee

Originating Department: Systems & Information Technology

With the ever-shifting landscape of technology and cybersecurity, the Commission has developed an administrative policy for the use of artificial intelligence (AI) tools, systems, and search engines. The goal of the DWC AI Policy is to outline the requirements with respect to the adoption and utilization of all forms of artificial intelligence in the organization and by vendors representing the Commission's interests. The intent of the policy is to provide general guidance on the use of AI at the Commission while providing opportunities for reasonable positive leverage of the use of AI as a tools; all while ensuring we continue to meet legal obligations, act ethically, and retain secure information and operational control of our system.

The AI Policy applies to all Commission employees, officers, board members, contractors, representatives, affiliates, agents, and any person or entity performing services for or on behalf of the DuPage Water Commission.

The AI Policy covers the guiding principles, the prohibited uses, and the ethical guidelines on the use of AI tools, systems, and search engines.

This policy has been vetted by Commission Legal Counsel.

Recommended Motion:

To Approve the adoption of the DWC AI Policy

DUPAGE WATER COMMISSION
ARTIFICIAL INTELLIGENCE USE POLICY

I. INTRODUCTION

The DuPage Water Commission (the "Commission") is committed to full compliance with applicable laws related to the use of artificial intelligence (AI). Additionally, the Commission is committed to the ethical use of artificial intelligence. This Artificial Intelligence Use Policy ("Policy") outlines the Commission's requirements with respect to the adoption of all forms of artificial intelligence in this organization. Such artificial intelligence adoption includes use for organizational efficiencies, operations, and services.

This Policy is applicable to all Commission employees, officers, board members, contractors, representatives, affiliates, agents, and any person or entity performing services for or on behalf of the Commission. The General Manager, Systems Engineer & IT Supervisor, Network Administrator, and Financial Administrator are responsible for the enforcement of this Policy. All final decisions regarding whether violations of this policy have occurred rest exclusively with the General Manager.

II. DEFINITIONS

"Artificial intelligence" or "AI" means the use of machine learning technology, software, automation, and algorithms to perform tasks, prepare document and content, and make rules or predictions based on existing datasets and instructions.

"Artificial intelligence system" or "AI system" means software that is developed to be used for a given set of human-defined objectives, generate outputs such as content, predictions, recommendations, or decisions influencing the environments they interact with.

"Closed AI system" means an AI system where the input provided by one user is used to train the AI model. Input data from the user is isolated from other users, and the data is considered more secure.

"Embedded AI Tools" means AI tools embedded in existing software tools approved and used by the Commission.

"Non-public DuPage Water Commission data" means any information that, if disclosed, could violate the privacy of individuals, employees, government regulations or statutes, or would divulge critical operational data, or could result in financial loss the Commission, or could injure its reputation.

"Open AI system" means an AI system where the input provided by all users is used to train the AI model. Input data from all users is not private and may be revealed to other users.

"Personal information" means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular person or household.

"DuPage Water Commission Representatives" means all Commission employees, officers, board-members, contractors, representatives, affiliates, agents, and any person or entity performing services for or on behalf of the Commission.

III. GUIDING PRINCIPLES

The intent of this Policy is to provide general guidance on the use of AI at the Commission so that the Commission can leverage the use of AI as a tool, while ensuring it continues to meet legal obligations, act in an ethical manner, and retain secure information and operational control of our systems. The use of AI at the Commission should never compromise the Commission's core values or introduce undue risk to the organization. Rather, the use of AI at the Commission should be focused on improving the Commission's ability to maintain operational control and enhance the Commission's ability to fulfill its mission.

This Policy is not intended to address every use of AI at the Commission by DuPage Water Commission Representatives. There are certain departments and functions at the Commission that bear more consideration and potential risks. Before using any AI at the Commission, whether for personal reasons, such as writing an email, or more complex business processes, such as analyzing data, employees should consult with their supervisor and/or the Systems and Information Technology Department and seek guidance. Also, please reference Prohibited Uses in Section IV below for situations in which AI may not be used at the Commission, and High-Risk Use of AI Systems in Section VI below for situations in which extreme caution is required when considering using AI

In addition, there are certain embedded AI Tools used in existing approved Commission software that do not require additional approval for use. For example, the use of Microsoft Word and Gmail, both of which have embedded AI tools to check spelling or grammar. The use of embedded AI Tools in approved software at the Commission is permitted, provided those software tools are aligned with previous general business uses.

When third-party software, services, or contractors are utilized or employed, any AI usage with software used by these parties or services must receive the prior approval by the Systems and Information Technology Department. Consult with the Commission legal counsel regarding the inclusion of an AI-specific clause in any vendor or contractor agreements.

The following principles must be followed when considering using an AI system at the DuPage Water Commission:

The use of an AI system should primarily focus on completing departmental goals as directed by your supervisor. Except for the use of an embedded AI Tool in a software system approved for use at the Commission, any use of a new AI System at the Commission must receive prior approval by the Systems and Information Technology Department and the employee's supervisor.

Individuals using an AI system must have expertise in the subject matter for which the AI is used. AI is to be utilized as a tool and is not a substitute for expertise.

All AI-generated content (writing, datasets, graphs, pictures, etc.) must be thoroughly reviewed by an individual with expertise to evaluate such content for accuracy, as well as general proofing and editing. AI-generated content should be viewed as a starting point, not the finished product. Like any content at the Commission, AI-generated content should conform to the look and feel of the Commission's brand and voice.

If the datasets that the AI is using for the purposes of completing job duties are not accurate, then the information AI provides will not be accurate. Accordingly, all employees must make sure that the product AI produces is accurate.

AI systems are trained on data that may contain inherent bias. Users of these systems are responsible for reviewing any AI-produced content for bias and correcting it as necessary. Non-public DuPage Water Commission information must never be put into an open AI system.

DuPage Water Commission Representatives must document all AI systems they are utilizing and for what functions. Documentation of specific AI Embedded Tools in an approved, existing software tool when using that tool as intended is not required. Employees are required to discuss the process for tracking the use of AI systems with their department head and the Systems and Information Technology Department before use.

Commission vendors, contractors, consultants, or any person or entity performing services for or on behalf of the Commission must disclose all AI systems they are utilizing and for what functions. No Commission data or information is to be used through AI systems or tools unless authorized by the appropriate members of the Commission.

The use of an AI system must meet any terms of use or contractual limitations. Contractual restrictions or terms of use may restrict the Commission's use of an AI system that would otherwise be legally compliant and ethically sound. For example, an AI system's terms of use may require the use of certain disclaimers in certain use situations or prohibit the use of the AI system to do certain tasks. DuPage Water Commission Representatives should have all terms of use or contracts for AI systems reviewed by the Systems and Information Technology Department and the Commission's legal counsel to ensure compliance with contractual obligations in using an AI system.

Approval of an AI system does not eliminate the need for other internal approvals required at the Commission for the use of technology, such as a security review, privacy review, cost review, and spend approval, legal review, human resources review, etc. An AI system should go through the same review and approval process as other hardware/software or services at the Commission. You should also ensure within your division that your supervisor and the Systems and Information Technology Department are aware of the use of the AI system, and have approved any use of the AI system, particularly for AI-generated content that will be relayed externally.

IV. PROHIBITED USES

There are certain uses of AI that are prohibited in the Commission. Unless otherwise approved by the Systems and Information Technology Department and your Supervisor, Commission employees are prohibited from using AI systems for any of the following activities, at any time:

i. Using AI systems to identify, screen, or categorize employees, candidates for employment, contractors, including using AI to make decisions about employment based on protected class status.
ii. Using AI to make decisions on employee recruitment, hiring, selection for training or apprenticeship, renewal of employment, promotion, discipline, tenure, or compensation, retention, termination, transfer, etc. or to decide terms and conditions of employment that has the effect of subjecting employees to discrimination on the basis of protected classes under the Illinois Human Rights Act, or to use zip codes as a proxy for protected class under the Illinois Department of Human Rights.
iii. Failing to provide notice as required by regulations adopted (if any) by the Illinois Human Rights to an employee that the Commission is using artificial intelligence for the purposes in item ii above.
iv. Entering customer and employee confidential information, or personal data about any individual into an AI system.
v. Entering any sensitive information about an individual into any AI system. "Sensitive

information" includes medical, financial, political affiliation, racial or ethnic origin, religious beliefs, gender, sexual orientation, disability status, or any other part of a person's life someone would want to keep private.

vi. Using an AI system to obtain legal advice.

vii. Using an AI system to make policy modifications and/or decisions.

viii. Creating intellectual property that the DuPage Water Commission desires to register and/or holds significant value to the organization.

ix. Due to the unregulated resources used by the AI engines, their use has been restricted from the Commission's Network. Accordingly, employees are prohibited from installing AI systems on any Commission asset, such as iPhones, iPads, laptops, surfaces and computers. (Ex. Deepseek, ChatGPT)

x. Entering any of the Commission's Informational Technology (IT) network or operational data.

xi. Entering any of the Commission's communications infrastructure information or data, including but not limited to cellular, radio, fiber, and Local Area Network (LAN) data.

xii. Entering any credentials used for Commission systems or related access.

xiii. Entering any of the Commission's operational technology or control systems data.

xiv. Entering any of the Commission's financial information or data, including but not limited to financial data from vendors, customers, or employees.

xv. Entering any of the Commission's metering data or billing information.

xvi. Entering any of the Commission's Geographical Information System (GIS) information or data.

xvii. Entering any of the Commission's internal documentation.

xviii. Entering any Non-public DuPage Water Commission data or information.

V. <u>ETHICAL GUIDELINES</u>

The Commission desires to act in an ethical manner when using AI Accordingly, there may be uses of AI that are legally permissible, but which do not meet ethical requirements. Any use of an AI system at the Commission should conform to the following ethical guidelines:

<u>Informed Consent:</u> Prior to inputting personal information into a closed AI system, ensure that you have obtained informed consent from the individual(s) whose personal information will be inputted.

<u>Integrity in Use:</u> All users of AI systems must be honest about how AI helped in getting the work done. Even if an employee is using an AI system approved by the Systems and Information Technology Department for an approved use, they must ensure that their manager, or the department requesting a task for which you are using an AI system, is aware of your use of the AI system to accomplish a task.

Do not pass off AI-generated work as done by you solely. Additionally, you should ask permission if you desire to use an AI system tool to complete a task. For example, you should ask your manager and Human Resources Representative if you may use an AI system to assist in writing a performance evaluation.

<u>Appropriate Content:</u> Employees are prohibited from using Commission time or resources to generate content using an AI system that would be considered illegal, inappropriate, harmful to the Commission's brand or reputation, or disrespectful to others.

<u>Unauthorized Use:</u> Employees shall not use Commission time or resources to generate content using an AI system for personal use.

General AI System Use Standards and Use Approval: Except for AI Embedded Tools in approved software, all uses of AI systems must be approved by the employee's supervisor and the Systems and Information Technology Department prior to use to ensure such AI system use meets the following principles:

- **Lawful:** The use of AI systems must comply with all applicable laws and regulations, as well as any contractual obligations, limitations, or restrictions.

- **Ethical:** The use of AI systems must adhere to ethical principles, be fair, and avoid bias.

- **Transparent:** There must be clear objectives for the use of an AI system and documented oversight of such use, which is recorded and captured for institutional knowledge. Disclosures of the use of AI in any AI-assisted content generation must be made when required by law or contract, or when required by the Commission.

- **Necessary:** The use of AI systems must be for a valid business purpose to improve Commission business efficiencies and support the organization's mission. The use of AI is not a substitute for human critical thinking or expertise, and should not require the Commission to incur an unnecessary expense without any true benefit.

VII. REPORTING NON-COMPLIANCE

Commission managers, supervisors, employees, and agents aware of any conduct that may violate this Policy have a responsibility to report it. Individuals are encouraged to make reports through normal reporting relationships beginning with their supervisor. If the violation involves their manager, the conduct must be reported to the Human Resources Representative, the Systems and Information Technology Department and/or the General Manager. All reports of suspected misconduct or non-compliance will be investigated by the General Manager or his/her designee. Unless acting in bad faith, Commission employees will not be subject to reprisals for reporting potential violations.

If the Commission determines that an employee failed to comply with this Policy after an investigation concludes, then the Commission Representative may be subject to disciplinary action.

AI POLICY 2026

Adopted: January 15, 2026

Resolution #: RFBA
Account: 01-60-613301, 01-60-613200
Approvals: *Author / Manager / Finance / Admin*
RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 1/8/2026

Description: **Travel and related expenses for two (2) Commission employees for Factory Valve QA/QC Testing for High Lift Pump Cone Valve Rebuilds in York Pennsylvania, travel and related expenses for one (1) employee to attend training at Utility Locator Staking University in Manteno Illinois**

Agenda Section: Administration Committee

Originating Department: Administration

- Factory Valve Testing – Each of the high-lift pumps is equipped with a hydraulically-operated Cone Valve to develop and regulate necessary pumping discharge head pressure when initiating operator start-up command to an HLP. Resolution R-2-24 approved the removal and reconditioning of each individual Cone Valve. Upon completion of each valve reconditioning, it is imperative that each valve be inspected and tested at the repair facility in York Pennsylvania prior to shipment back to Elmhurst for reinstallation and commissioning. This request is for DWC staff to travel to the repair facility, inspect and witness test the valves scheduled for reconditioning. The program is budgeted in the FY-25/26 budget, and the intention is to carry the program through the next several fiscal years.
- Utility Locator Staking University – This training provides the opportunity to gain advanced training and hands-on skills in utility locating, provide additional back-up for locating critical DWC assets, and support continuous professional growth and expertise.

Dates	Location/Event Description	Attendees	Budgeted/Estimated Expenditure
February-March 2026 Dates TBD	Factory Valve Testing for High Lift Pump Cone Valve Rebuilds – York Pennsylvania	[redacted], Pipeline Coordinator [redacted], Operations Supervisor	Estimated at $2,500 (includes Lodging, Transportation and per diems)
March 23-27, 2026	Utility Locator Staking University 5-Day Campus Class – Manteno, IL.	[redacted], Pipeline and Remote Facilities Maintenance Technician	Estimated at $3,800 (includes Registration, Lodging, Transportation and per diems)

Recommended Motion:

To authorize Business-Related Travel Expenses for two (2) Commission employees for Factory Valve QA/QC Testing for High Lift Pump Cone Valve Rebuilds in York Pennsylvania, at an estimated expense of $2,500, travel and related expenses for one (1) Commission employees to attend Utility Locator Staking University at an estimated expense of $3,800as included in the FY-25/26 Management Budget and as listed above.

DUPAGE WATER COMMISSION - PROFESSIONAL DEVELOPMENT
OVERNIGHT/OUT OF STATE TRAVEL REQUEST

Request Date	January 15, 2026
Name of Attendee	[redacted]
Job Title	[redacted]
Department	Pipeline and Remote Facilities
Purpose of Travel>	Utility Locator Staking University – Advanced training and hands-on skills in utility locating, provide additional back-up for locating critical DWC assets, and support continuous professional growth and expertise
Destination	Manteno, Illinois
Date of Departure	March 23, 2026
Date of Return	March 27, 2026

Please indicate the estimated amount for each applicable expense:

Air Fare:	$0.00
Rental Car:	$0.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	$0.00
Lodging:	$700.00
Registration (including reference materials):	$2,800.00
Meals and Tips:	$300.00
*Miscellaneous (describe below):	
Total Estimated Expense:	$3,800.00

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

Recommendations for Approval:

Department Head:		Date:	

DUPAGE WATER COMMISSION - PROFESSIONAL DEVELOPMENT
OVERNIGHT/OUT OF STATE TRAVEL REQUEST

Request Date	January 15, 2026
Name of Attendee	[redacted]
Job Title	[redacted]
Department	Operations
Purpose of Travel>	Factory Witness testing of Re-built High-Lift Pump Control Valve
Destination	York, PA
Date of Departure	TBD
Date of Return	TBD

Please indicate the estimated amount for each applicable expense:	
Air Fare:	$600.00
Rental Car:	$350.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	$0.00
Lodging:	$300.00
Registration (including reference materials):	$0.00
Meals and Tips:	$150.00
*Miscellaneous (describe below):	
Total Estimated Expense:	$1,400.00
**Explanation of Miscellaneous if included in estimates above:*	

Recommendations for Approval:			
Department Head:		Date:	

DUPAGE WATER COMMISSION - PROFESSIONAL DEVELOPMENT
OVERNIGHT/OUT OF STATE TRAVEL REQUEST

Request Date	January 15, 2025
Name of Attendee	[redacted]
Job Title	[redacted]
Department	Pipeline and Remote Facilities
Purpose of Travel>	Factory Witness testing of Re-built High-Lift Pump Control Valve
Destination	York, PA
Date of Departure	TBD
Date of Return	TBD

Please indicate the estimated amount for each applicable expense:

Air Fare:	$600.00
Rental Car:	$0.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	$0.00
Lodging:	$350.00
Registration (including reference materials):	$0.00
Meals and Tips:	$150.00
*Miscellaneous (describe below):	
Total Estimated Expense:	$1,100.00

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

Recommendations for Approval:

Department Head:		Date:	

Resolution #: R-11-26
Account: 01-60-629000
Approvals: *Author / Manager / Finance / Admin*
RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 1/8/2026

Description: **A Resolution Authorizing the General Manager to Execute a 12-Month Janitorial Service Contract with Multisystem Management Company for Periodic Janitorial Services at the DuPage Pumping Station and Administration Building**

Agenda Section: Administration Committee

Originating Department: Operations & Instrumentation

On February 17, 2023, the Commission approved a 36-Month Contract for Janitorial Services with Multisystem Management Company for Periodic Janitorial Services at the DuPage Pumping Station and Administration Building.

The current contract expires on February 23, 2026. Staff believes that it is in the Commission's best interest to renew the contract for a period of up to twelve (12) months and ending no later than February 23, 2027. Both Multisystem Management Company and Staff have vetted and agreed to the proposed renewal of the contract under the existing terms and conditions, which will be paid for on an as-needed basis.

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

Recommended Motion:

To adopt Resolution R-11-26 for the 12-Month Contract Extension for Janitorial Services with Multisystem Management Company .

DUPAGE WATER COMMISSION

RESOLUTION NO. R-11-26

A RESOLUTION APPROVING A CONTRACT EXTENSION FOR
JANITORIAL SERVICES AT THE DuPAGE PUMPING STATION AND ADMINISTRATION BUILDING

WHEREAS, pursuant to Resolution No. R-7-23 the DuPage Water Commission (the "Commission") awarded a 36-Month Janitorial Service Contract to Multisystem Management Company; and

WHEREAS, the term of the Contract expires on February 23, 2026; and

WHEREAS, the Commission has determined that it is in the best interest of the Commission to renew the Contract with Multisystem Management Company ending no later than February 23, 2027.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission, based upon the representations of Staff and Legal Counsel as follows:

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

SECTION TWO: The DuPage Water Commission hereby approves the Janitorial Service Contract to Multisystem Management Company to a 12-Month contract renewal as executed by Multisystem Management Company and attached hereto and incorporated herein as Exhibit A, and the General Manager shall be and hereby is authorized to execute said extension on behalf of the Commission.

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

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

ADOPTED THIS __________ DAY OF ________________________, 2026.

____
James F. Zay, Chairman

ATTEST:

____
Danna Mundall, Clerk
Board/Resolutions/2026/R-11-26.docx

EXHIBIT 1

12-Month Contract Extension Acknowledgement with Multisystem Management Company

The DuPage Water Commission and Multisystem Management Company do hereby agree to extend the Contract term limit of the Contract for Janitorial Services dated and executed on the 23rd day of February 2023, for a period of twelve (12) months commencing on the 24th day of February 2026 and ending on the 23rd day of February 2027.

DUPAGE WATER COMMISSION

____
Paul D. May, General Manager

MULTISYSTEM MANAGEMENT CO.

BY: [redacted]
Signature of Authorized Representative

DATE: 1/06/2026

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: 12/11/2025

Subject: Status of Operations, Engineering and Construction

Operations Overview

The Commission's sales for November 2025 were a total of 1.92 billion gallons. This represents an average daily demand of 64.1 million gallons per day (MGD), which is higher than the November 2024 average day demand of 62.5 MGD. The maximum day demand was 68.1 MGD, which is higher than the November 2024 maximum day demand of 66.5 MGD. The minimum day flow was 58.9 MGD.

The recorded total precipitation for November 2025 was 2.18 inches compared to 3.66 inches for November 2024. The level of Lake Michigan for November 2025 is 577.85 (Feet International Great Lakes Datum (IGLD) 1985) compared to 578.77 (Feet IGLD 1985) for November 2024.

DuPage Operations & Instrumentation Maintenance and Construction Overview

High Lift Pump Motor (HLP) No. 3 was repaired at the motor repair shop, including the rewinding of the exciter windings. Re-installation, testing and troubleshooting issues with start-up are ongoing with assistance of qualified service technicians.

Rigging, removal and transportation of HLP #8 to Superior Industrial Equipment for refurbishment service is being scheduled.

Rigging, removal and transportation of the third of nine cone valves for refurbishment service at A/C Service and Repair is being scheduled.

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

Lexington Operations and Maintenance Overview

Chicago Department of Water Management has agreed to go forward with the proposals for installation of vibration analysis instrumentation. DWC staff is seeking fresh proposals for the materials and supplies. The Task Order will be brought forth for Board consideration in the 1st quarter of 2026.

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

Alternate Water Source

The Technical Advisory Team; Consor, Woolpert and Raftelis, continue their tasks including engagement with potential entities regarding easement acquisition. Bathymetry studies of Lake Michigan are complete, as is the Business Case Analysis. The Technical Advisory Team will be presenting during the January 15, 2026, Board of Commissioners meeting. A status report for the month of December is attached.

Pipeline & Remote Facilities Maintenance Overview

Pipeline staff are working with John Neri Construction Co. Inc., performing corrective work at various utility structures throughout the transmission and distribution system. This work will be temporarily halted due to winter.

Pipeline and Remote Facilities staff continue to inspect Remote Facilities, perform the annual blow-off valve structure inspections, and perform maintenance and repairs on corrosion protection system installed on DWC water distribution system.

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

SCADA & Information Technology Overview

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

The annual Customer Meter Testing Program is ongoing and is approximately 84% complete.

Engineering & Capital Improvement Program Overview

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

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

WaterLink Communities (Montgomery/Oswego/Yorkville)

The Phase II engineering effort remains ongoing and is approximately 94% complete. Permit submittals continue to be coordinated, with all review comments assessed and incorporated as necessary into the project drawings by the design team. Coordination with ComEd continues to move forward, now addressing new concerns that ComEd review staff has brought forward for discussion.

Efforts related to easement acquisition also continue to move forward. It is anticipated that additional phase I and phase III ordinances will be included on the January agenda for approval. These items include necessary property acquisition (easements) required in order to complete the construction of the WaterLink Pipeline.

A preconstruction meeting has been scheduled for mid-December for the "2A/2B" contract with Airy's Incorporated. The Contractor has not yet shared a proposed schedule to clarify the anticipated start of construction.

Bids for Sections 2C, 3A and 3B were also recently opened with the team reviewing all submittals. Contract awards for these sections are anticipated to be included on the January meeting agenda, however, the bidding requirements also accommodate award at the Commission's February meeting, if necessary.

The next construction packages (FW-1/25 Sections 1 and 2) are scheduled to be advertised for bid in December, with corresponding openings scheduled for late January.

Attachments

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

DU PAGE WATER COMMISSION

WATER SALES ANALYSIS 01-May-92 TO 30-Nov-25

PER DAY AVERAGE 77,785,580

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-22	2,276,513,000	2,344,221,635	97.11%	$11,792,337.34	$9,648,816.25	5,698,667	0.24%	97.35%	$5.18	$4.116
Jun-22	2,682,480,000	2,772,533,130	96.75%	$13,895,246.40	$11,982,888.19	690,925	0.02%	96.78%	$5.18	$4.322
Jul-22	2,804,661,000	2,892,532,635	96.96%	$14,528,143.98	$12,501,526.05	883,858	0.03%	96.99%	$5.18	$4.322
Aug-22	2,688,224,000	2,772,533,130	96.96%	$13,925,000.32	$11,982,888.19	906,806	0.03%	96.99%	$5.18	$4.322
Sep-22	2,415,535,000	2,474,643,822	97.61%	$12,512,471.30	$10,695,410.60	1,021,063	0.04%	97.65%	$5.18	$4.322
Oct-22	2,153,410,000	2,220,050,683	97.00%	$11,154,663.80	$9,595,059.05	2,891,786	0.13%	97.13%	$5.18	$4.322
Nov-22	1,919,552,000	1,979,550,491	96.97%	$9,943,279.36	$8,555,617.22	1,008,092	0.05%	97.02%	$5.18	$4.322
Dec-22	2,071,113,000	2,123,449,660	97.54%	$10,728,365.34	$9,177,549.43	552,389	0.03%	97.56%	$5.18	$4.322
Jan-23	2,014,750,000	2,060,255,805	97.79%	$10,436,405.00	$8,904,425.59	337,423	0.02%	97.81%	$5.18	$4.322
Feb-23	1,835,597,000	1,883,158,917	97.47%	$9,508,392.46	$8,139,012.84	529,206	0.03%	97.50%	$5.18	$4.322
Mar-23	1,971,974,000	2,026,257,691	97.32%	$10,214,825.32	$8,757,453.41	306,690	0.02%	97.34%	$5.18	$4.322
Apr-23	1,962,197,000	2,010,451,747	97.60%	$10,164,180.46	$8,689,172.45	349,596	0.02%	97.62%	$5.18	$4.322
May-23	2,474,377,000	2,540,440,833	97.40%	$13,336,892.03	$10,979,785.28	684,441	0.03%	97.43%	$5.39	$4.322
Jun-23	2,971,436,000	3,043,540,086	97.63%	$16,016,040.04	$13,814,628.45	678,930	0.02%	97.65%	$5.39	$4.539
Jul-23	2,567,425,000	2,639,887,376	97.26%	$13,838,420.75	$11,982,448.80	1,047,600	0.04%	97.29%	$5.39	$4.539
Aug-23	2,708,945,000	2,773,069,509	97.69%	$14,601,213.55	$12,586,962.50	832,992	0.03%	97.72%	$5.39	$4.539
Sep-23	2,406,858,000	2,471,708,096	97.38%	$12,972,964.62	$11,219,083.05	753,904	0.03%	97.41%	$5.39	$4.539
Oct-23	2,071,291,000	2,116,545,770	97.86%	$11,164,258.49	$9,607,001.25	1,034,131	0.05%	97.91%	$5.39	$4.539
Nov-23	1,902,725,000	1,957,768,374	97.19%	$10,255,687.75	$8,886,310.65	809,342	0.04%	97.23%	$5.39	$4.539
Dec-23	1,972,754,000	2,031,158,416	97.12%	$10,633,144.06	$9,219,428.05	2,329,064	0.11%	97.24%	$5.39	$4.539
Jan-24	2,058,390,000	2,131,445,175	96.57%	$11,094,722.10	$9,674,663.60	730,427	0.03%	96.61%	$5.39	$4.539
Feb-24	1,868,175,000	1,916,869,806	97.46%	$10,069,463.25	$8,700,672.05	268,834	0.01%	97.47%	$5.39	$4.539
Mar-24	1,927,795,000	1,971,770,225	97.77%	$10,390,815.05	$8,949,831.10	340,529	0.02%	97.79%	$5.39	$4.539
Apr-24	1,951,120,000	1,992,959,991	97.90%	$10,516,536.80	$9,046,045.40	426,636	0.02%	97.92%	$5.39	$4.539
May-24	2,285,252,000	2,331,031,384	98.04%	$12,751,706.16	$10,580,551.45	964,148	0.04%	98.08%	$5.58	$4.539
Jun-24	2,558,136,000	2,613,555,125	97.88%	$14,274,398.88	$12,265,414.20	669,121	0.03%	97.91%	$5.58	$4.693
Jul-24	2,577,734,000	2,637,750,416	97.72%	$14,383,755.72	$12,378,962.70	5,976,667	0.23%	97.95%	$5.58	$4.693
Aug-24	2,723,982,000	2,791,119,391	97.59%	$15,199,819.56	$13,098,723.30	5,570,100	0.20%	97.79%	$5.58	$4.693
Sep-24	2,607,811,000	2,668,243,213	97.74%	$14,551,585.38	$12,522,065.40	887,220	0.03%	97.77%	$5.58	$4.693
Oct-24	2,256,800,000	2,311,304,709	97.64%	$12,592,944.00	$10,846,953.00	715,430	0.03%	97.67%	$5.58	$4.693
Nov-24	1,872,414,000	1,918,174,238	97.61%	$10,448,070.12	$9,001,956.60	517,416	0.03%	97.64%	$5.58	$4.693
Dec-24	2,003,025,000	2,053,944,598	97.52%	$11,176,879.50	$9,639,162.00	465,013	0.02%	97.54%	$5.58	$4.693
Jan-25	2,084,797,000	2,142,229,363	97.32%	$11,633,167.26	$10,053,482.40	295,500	0.01%	97.33%	$5.58	$4.693
Feb-25	1,882,269,000	1,935,765,374	97.24%	$10,503,061.00	$9,084,546.90	225,910	0.01%	97.25%	$5.58	$4.693
Mar-25	1,991,703,000	2,037,452,909	97.75%	$11,113,702.74	$9,561,766.50	307,123	0.02%	97.77%	$5.58	$4.693
Apr-25	2,007,784,000	2,062,448,476	97.35%	$11,203,434.72	$9,679,070.70	4,167,787	0.20%	97.55%	$5.58	$4.693
May-25	2,375,691,000	2,438,182,271	97.44%	$13,779,007.80	$11,442,389.40	864,737	0.04%	97.47%	$5.80	$4.693
Jun-25	2,581,750,000	2,650,830,953	97.39%	$14,974,150.00	$12,938,705.88	1,033,008	0.04%	97.43%	$5.80	$4.881
Jul-25	2,657,585,000	2,731,622,698	97.29%	$15,413,993.00	$13,333,050.39	779,447	0.03%	97.32%	$5.80	$4.881
Aug-25	2,585,750,000	2,649,626,669	97.59%	$14,997,350.00	$12,932,827.77	940,653	0.04%	97.62%	$5.80	$4.881
Sep-25	2,474,431,000	2,542,535,157	97.32%	$14,351,699.80	$12,410,114.10	3,791,192	0.15%	97.47%	$5.80	$4.881
Oct-25	2,235,209,000	2,282,050,781	97.95%	$12,964,212.20	$11,138,689.86	760,583	0.03%	97.98%	$5.80	$4.881
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
TOTALS (1)	954,195,706,798	981,511,079,548	97.22%	$2,534,740,637.60	$2,232,594,154.34	900,939,837	0.09%	97.31%	$2.66	$2.275

(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							
Nov-24	16,882,129,000	17,271,178,476	97.75%	94,202,280	80,694,627	$5.58	$4.672
Nov-25	16,832,261,000	17,259,020,705	97.53%	97,627,114	83,782,902	$5.80	$4.854
	(49,868,000)	(12,157,771)		$3,424,834	$3,088,275		
	-0.3%	-0.1%		3.6%	3.8%		
Month							
Nov-24	1,872,414,000	1,918,174,238	97.61%	10,448,070	9,001,957	$5.58	$4.693
Nov-25	1,921,845,000	1,964,172,176	97.85%	11,146,701	9,587,124	$5.80	$4.881
	49,431,000	45,997,938		$698,631	$585,168		
	2.6%	2.4%		6.7%	6.5%		
Nov>Oct	(313,364,000)	(317,878,605)		(1,817,511)	(1,551,565)		

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

DATE	LEXINGTON P.S. SUPPLY			DUPAGE P.S. DISCHARGE							ANALYST INT.
	FREE Cl2 (mg/L)	TURBIDITY (ntu)	O-PO4 (mg/L)	FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO4 (mg/L)	P.A.C. (LBS/MG)	
1	1.27	0.08	2.13	1.21	0.10	64	7.6	0.6	2.16	0	AM
2	1.24	0.09	2.07	1.19	0.09	63	7.5	0.6	2.19	0	AM
3	1.27	0.06	2.21	1.31	0.10	64	7.6	0.5	2.19	0	JS
4	1.31	0.06	2.23	1.42	0.11	64	7.6	0.6	2.24	0	JS
5	1.36	0.08	2.25	1.27	0.09	63	7.5	0.6	2.18	0	AM
6	1.30	0.08	2.29	1.21	0.10	62	7.5	0.6	2.25	0	AM
7	1.26	0.10	2.33	1.20	0.11	62	7.5	0.6	2.25	0	AM
8	1.30	0.06	2.36	1.30	0.09	62	7.6	0.5	2.31	0	JS
9	1.28	0.06	2.28	1.30	0.09	64	7.6	0.6	2.24	0	JS
10	1.25	0.07	2.30	1.22	0.10	62	7.5	0.6	2.35	0	AM
11	1.29	0.10	2.22	1.27	0.12	61	7.5	0.6	2.29	0	AM
12	0.99	0.09	2.42	1.23	0.09	61	7.6	0.5	2.33	0	JS
13	1.04	0.07	2.28	1.31	0.08	60	7.6	0.5	2.29	0	JS
14	1.15	0.08	2.13	1.31	0.09	58	7.4	0.6	2.12	0	KD
15	1.35	0.08	2.24	1.24	0.09	58	7.4	0.6	2.18	0	KD
16	1.34	0.06	2.12	1.26	0.11	58	7.4	0.6	2.18	0	KD
17	1.24	0.06	2.29	1.35	0.09	60	7.6	0.6	2.21	0	JS
18	1.23	0.07	2.43	1.32	0.09	59	7.6	0.6	2.24	0	JS
19	1.29	0.07	2.09	1.20	0.09	57	7.4	0.5	2.14	0	KD
20	1.34	0.06	2.13	1.23	0.08	60	7.4	0.6	2.08	0	KD
21	1.29	0.07	2.12	1.09	0.09	59	7.4	0.7	2.16	0	KD
22	1.41	0.07	2.24	1.40	0.09	60	7.4	0.6	2.19	0	RC
23	1.28	0.05	2.08	1.50	0.08	61	7.4	0.6	2.16	0	RC
24	1.35	0.05	2.07	1.19	0.08	60	7.4	0.6	2.14	0	KD
25	1.40	0.06	2.30	1.11	0.09	61	7.4	0.6	2.14	0	KD
26	1.41	0.06	2.08	1.45	0.08	61	7.4	0.6	2.14	0	RC
27	1.34	0.06	2.27	1.36	0.09	60	7.4	0.6	2.20	0	RC
28	1.10	0.06	2.24	1.32	0.08	56	7.4	0.6	2.23	0	RC
29	1.32	0.06	2.28	1.13	0.09	56	7.4	0.6	2.26	0	KD
30	1.37	0.06	2.11	1.17	0.08	55	7.4	0.6	2.15	0	KD
31											
AVG.	1.28	0.07	2.22	1.27	0.09	60	7.5	0.6	2.21	0	
MAX.	1.41	0.10	2.43	1.50	0.12	64	7.6	0.7	2.35	0	
MIN.	0.99	0.05	2.07	1.09	0.08	55	7.4	0.5	2.08	0	

12/8/25

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

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

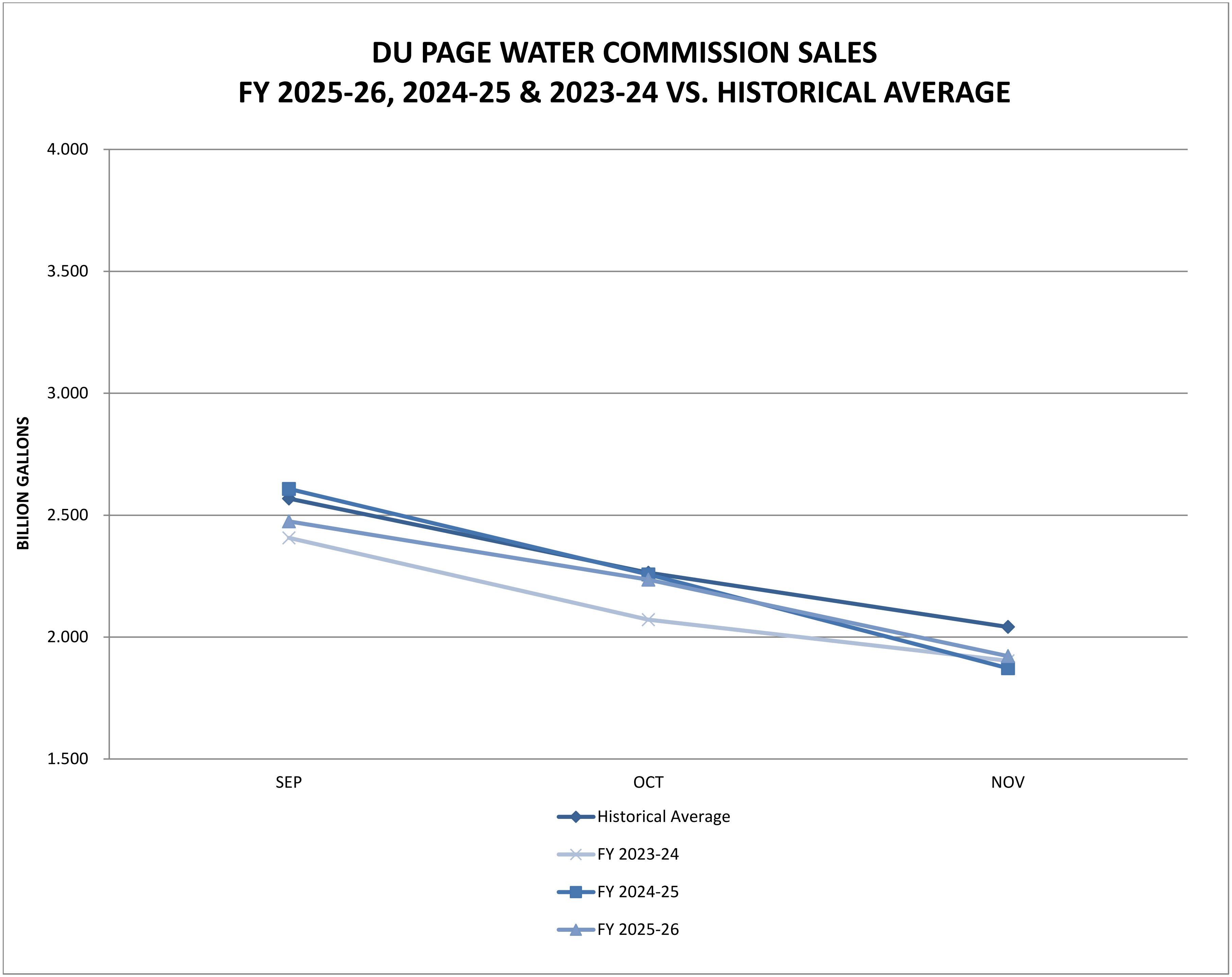
DATE	LEXINGTON P.S. SUPPLY			DUPAGE P.S. DISCHARGE							ANALYST INT.
	FREE Cl2 (mg/L)	TURBIDITY (ntu)	O-PO4 (mg/L)	FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO4 (mg/L)	P.A.C. (LBS/MG)	
1	1.41	0.07	2.29	1.43	0.08	70	7.6	0.6	2.26	0	RC
2	1.31	0.07	2.15	1.31	0.08	70	7.6	0.6	2.19	0	RC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

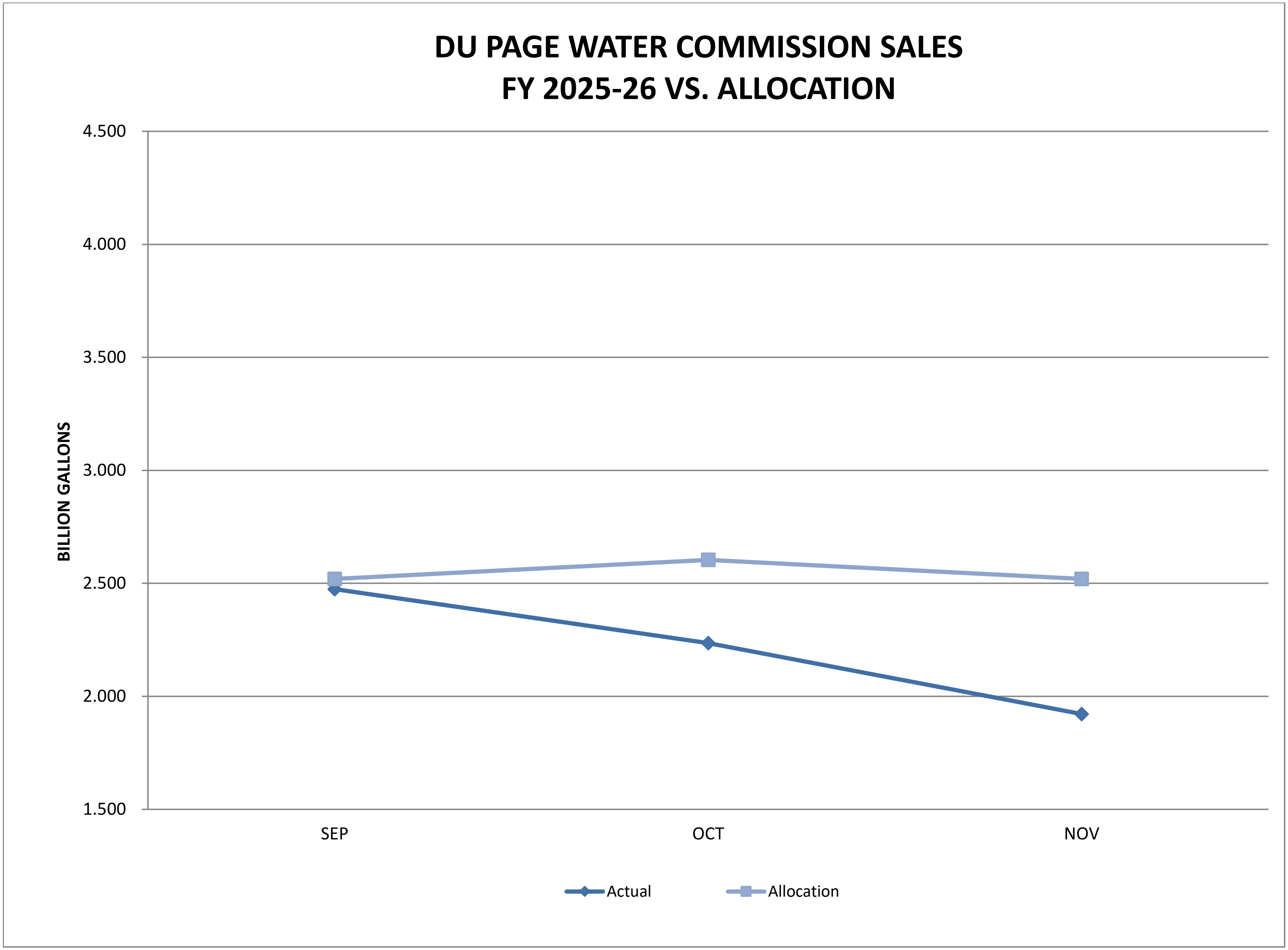
[redacted]

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

[redacted]

Mike Weed, Operations Supervisor — Date
Illinois ROINC # 186860234


DU PAGE WATER COMMISSION SALES
FY 2025-26, 2024-25 & 2023-24 VS. HISTORICAL AVERAGE
BILLION GALLONS
4.000
3.500
3.000
2.500
2.000
1.500
SEP
OCT
NOV
Historical Average
FY 2023-24
FY 2024-25
FY 2025-26


DU PAGE WATER COMMISSION SALES
FY 2025-26 VS. ALLOCATION
BILLION GALLONS
4.500
4.000
3.500
3.000
2.500
2.000
1.500
SEP
OCT
NOV
Actual
Allocation

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: 1/8/2026

Subject: Status of Operations, Engineering and Construction

Operations Overview

The Commission's sales for December 2025 totaled 2.14 billion gallons. This represents an average daily demand of 69.0 million gallons per day (MGD), which is higher than the December 2024 average day demand of 64.6 MGD. The maximum day demand was 76.1 MGD, which is higher than the December 2024 maximum day demand of 70.3 MGD. The minimum day flow was 63.2 MGD.

The recorded total precipitation for December 2025 was 1.98 inches compared to 1.59 inches for December 2024. The level of Lake Michigan for December 2025 is 577.85 (Feet International Great Lakes Datum (IGLD) 1985) compared to 578.61 (Feet IGLD 1985) for December 2024.

DuPage Operations & Instrumentation Maintenance and Construction Overview

High Lift Pump Motor (HLP) No. 3 was repaired at the motor repair shop, including the rewinding of the exciter windings. The motor is now operational. Staff are in process of replacing several motor safety circuit switches as identified during the motor testing activities.

HLP No. 8 was shipped to Superior Industrial Equipment for inspection and repair recommendations.

A rebuilt Pump Control Valve was successfully tested and installed in the HLP Bay 8 location. Removal of the third of nine cone valves programmed for refurbishment service at A/C Service and Repair is being scheduled.

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

<u>Lexington Operations and Maintenance Overview</u>

On Tuesday January 6th, the Lexington Pump Station (LXPS) experienced a complete system shutdown of the pumping of water to the DuPage Pumping Station. The event included two occasions of 20-30 minutes each between 10:30 AM and continuing through and until 12:30 PM. DWC Staff needed to initiate contact with LXPS staff to understand the situation. Communication was problematic due to the LXPS landline-based telephone system also being also down. DWC Staff initiated contact with the Deputy Commissioner of Water Pumping, via mobile telephone, who was at the time unaware of the issue at LXPS. Meanwhile LXPS Staff were attempting to restart the pump(s) on Emergency Generator System but were unsuccessful. LXPS Staff eventually were able to locate the electrical failure, isolate the power issue, and restore pumping service to DuPage. DWC Staff collaborated with LXPS Staff throughout in efforts to expedite the restoration of service. The Deputy Commissioner of Water Pumping reported that LXPS staff are continuing to troubleshoot the failure and eventually will implement a permanent solution.

On November 17, 2025, A contractor reached out to DWC regarding the approval of a work permit to construct facilities adjacent to the 12" diameter tunnel which transports water from the Chicago system to the Lexington Pumping Station and is a single point of failure for the supply to the Commission. After discussions, Staff were able to ascertain that the Chicago Department of Water Management (DWM) legal staff had absolved DWM of any responsibility of protecting the tunnel and placing the responsibility solely on the Commission. Discussions between Staff, Commission legal counsel, DWM legal counsel, DWM technical staff determined that the DWM legal staff had improperly assigned responsibility to DWC to which DWM technical staff has now taken the lead. DWC staff, in order to protect the Commission's interests in protecting the tunnel as a critical asset, engaged Delve Underground, as tunnel subject matter experts, to engage with DWM technical staff and the site developer to investigate, observe and report to DWC staff. R-10-26 appears on the agenda to ratify Task Order No. 01 at a cost not-to-exceed $30,000.

Chicago Department of Water Management has verbally agreed to go forward with the proposals for installation of vibration analysis instrumentation. DWC staff received fresh proposals in which a 4% increase was realized for the materials and supplies due to the delay in approval from the City. The Task Order will be brought forth for Board consideration in the 1st quarter of 2026.

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

<u>Alternate Water Source</u>

The Source Water project continues to move forward with the Draft Comprehensive Plan now completed. Commissioners will receive the draft report under separate cover and may review at your leisure prior to the February Board meeting, at which time a presentation will be provided by the Technical Advisors. The Comprehensive Plan is intended to serve as the foundational document to guide decisions as the project moves forward, and it includes a significant amount of information regarding the business case, governance considerations, project delivery methodologies, project communication strategies, and case studies for other successful projects. <u>Commissioners are encouraged to schedule one-on-one meetings with the Technical Advisors</u> prior to the February meeting to provide an opportunity for more in-depth discussions.

Coordination/steering meetings have been scheduled with NSMJAWA and Glencoe to continue to advance the project, with a focus on governance and shared objectives.

Pipeline & Remote Facilities Maintenance Overview

Staff has been engaged with the Illinois Department of Transportation (IDOT) regarding their proposed IL-56 Butterfield Road improvement project since January 2025 with the intention to identify the impacts to the DWC 54" Southwest Transmission Main which resides in the right-of-way. Staff received sufficient information regarding the proposed work on November 20, 2025, where the contractor indicated an intention to perform horizontal pipe-ramming for a proposed ComEd duct bank in very close proximity to the DWC main (and under the East Branch of the DuPage River) and add additional earth loading directly above the DWC main. Staff expressed concerns over the vibration of the proposed pipe-ramming means and methods and its direct effect on the DWC main. DWC staff, in order to protect the Commission's interests in protecting the Southwest Transmission Main as a critical asset, engaged Delve Underground, as a tunneling subject matter experts, to engage with Staff, IDOT, ComEd and Intern (a ComEd contractor), where discussions of an alternative method of open cutting the East Branch of the DuPage River are being held with all affected parties including the Army Corp of Engineers, DuPage County Stormwater and various other affected parties. R-10-26 appears on the agenda to ratify Task Order No. 02 at a cost not-to-exceed $30,000. DWC has expressed our concern to all parties, and an alternative methodology is being considered at this time for the installation of the ductbank.

Resolution R-2-26 appears on agenda to approve and ratify Work Authorization Order No. 13.006 to Quick Response Contractor Benchmark Construction Co., Inc. Construction Co. Inc. to replace a steel meter station header pipe with ductile iron pipe.

Resolution R-3-26 appears on the agenda to approve and ratify Work Authorization Order No. 13.005 to Quick Response Electrical Contractor McWilliams Electric Co., Inc. WAO No. 13.005 was approved in advance to repair three conduits connecting the Remotely Operated Valve 8A control junction cabinet to the valve vault in the Village of Downers Grove.

The performance of corrective work by contract at various roadway utility structures throughout the transmission and distribution system is temporarily halted due to winter.

Pipeline and Remote Facilities staff continue to inspect Remote Facilities, perform the annual blow-off 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 construction work along Butterfield Road between Highland Avenue and Park Blvd in the vicinity of the Commission's 54-inch water main.

SCADA & Information Technology Overview

The SCADA Replacement Project (Contract PSD-9/21) is ongoing. This spring, Commission staff will be bringing Change Order No. 7 to the board for minor miscellaneous changes to the project, as well as a request to modify the completion date of the project, which was originally set for May 31, 2026. The intention would be to extend the project schedule due to multiple factors that were faced during the integration process. Factors include delays to various control panel components that were affected by the supply chain issues, delays due to various integration testing that extended past the original expectation, and delays due to communication backhaul upgrading and configuration that took more effort and time than originally anticipated. Though the project completion date is looking to be extended, the project is currently and is anticipated to remain under budget. Work has fully transitioned to RTU replacements at remote sites and will be continuing to the completion of the project. Additional tasks that are underway in the near future are the replacement and upgrade of the fiber infrastructure at the DWC campus.

The annual Customer Meter Testing Program is ongoing and is approximately 84% complete.

Engineering & Capital Improvement Program Overview

R-10-26 Appears on the agenda seeking approval and authorizes the General Manager to enter into a Master Services Agreement (MSA) with Jacobs Associates, dba Delve Underground, for professional consultation services in connection with various projects as they arise. This master agreement would allow the Commission to obtain from time-to-time professional consultation services in connection with professional engineering services as delineated by the Commission. This master agreement would allow for the ease of administration between the Commission and the consultant to work under pre-agreed terms, conditions, and rates for such discrete projects described in Task Orders to be approved by the Commission and Consultant.

Design of a Joint Facility (Metering Station and Pressure Adjusting Station) at Lombard's fifth connection location remains ongoing and is nearing completion. Permit applications with the IEPA, IDOT, etc. are being compiled and submitted.

Resolution R-4-26 appears on the agenda seeking approval to enter into an MSA with V3 Companies, Ltd. and to approve Task Order No. 01 to provide professional services as it relates to the creation of traffic control exhibits. Commission field crews are routinely required to access infrastructure in, or immediately adjacent to roadways. The creation of traffic control exhibits for these locations will allow for all information associated with a particular closure to be compiled into a simple map, ensuring a safe and comprehensive closure each time access is required.

WaterLink Communities (Montgomery/Oswego/Yorkville)

The Phase II engineering effort remains ongoing and is approximately 95% complete. Permit submittals continue to be coordinated, with all review comments assessed and incorporated as necessary into the project drawings by the design team. Coordination with ComEd continues to move forward, now addressing a few remaining concerns that ComEd review staff has brought forward for discussion. One item that will require coordination with ComEd throughout the duration of construction through their corridor is soils management. Commission staff have engaged Arcadis US, Inc. to help manage this effort based on their extensive experience doing so on previous projects. This work is proposed for approval under resolution R-5-26.

Efforts related to easement acquisition also continue, with Ordinances O-1-26 and O-2-26 appearing on the agenda. These items include necessary property acquisition (easements) required in order to complete the construction of the WaterLink Pipeline.

Construction on the Book Road section is currently underway, with construction/silt fencing having been installed and excavation proceeding on Book Road at shaft locations to accommodate trenchless installation segments. The connection into the Commission's existing distribution network is anticipated to take place in March.

A preconstruction meeting was held in December for the Section 2A/2B contract with Airy's, Inc. The Contractor has not yet shared a proposed schedule but preliminary work like topsoil stripping and tree removal are anticipated to begin in February. With construction soon to begin on the remaining WaterLink segments, the full scope of construction staking services by Robinson Engineering requires authorization, as represented by resolution R-6-26.

Bids for Sections 2C, 3A and 3B were opened in late December with the team having reviewed all submittals. Contract awards for these sections are proposed under resolutions R-7-26, R-8-26 and R-9-26. It should be noted that these three contracts are recommended for approval with two companies that have already been awarded contracts on the WaterLink Project.

The next construction packages (FW-1/25 Sections 1 and 2) were advertised shortly before the holidays and have two (staggered) bid openings scheduled for the first week in February. A pre-bid meeting for these packages was held earlier this week.

Board Action Items

Resolution R-1-26: A Resolution Approving Task Order No. 01 under a Master Contract with GWV Engineers, Inc. **(Indeterminate Assistance Not-To-Exceed $20,000 Per Assignment)**

Resolution R-2-26: A Resolution Approving Certain Work Authorization Orders Under Quick Response Contract QR-13/25 **(WAO 006 – Benchmark Construction Co., Inc. – Estimated Expense of $66,828.36)**

Resolution R-3-26: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QRE-10/24 **(WAO 005 – McWilliams Electric Co. Inc. - $3,915.49)**

Resolution R-4-26: A Resolution Approving and Authorizing the Execution of a Master Contract with V3 Companies, Ltd., for Professional Consulting Services and Authorization of Task Order No. 1 **(Task Order No. 01 - Not-To Exceed - $256,528)**

Resolution R-5-26: A Resolution Approving and Ratifying Task Order No. 03 Under a Master Contract with Arcadis US, Inc., to Serve as the Environmental Contractor of Choice on the WaterLink Project **($8,300.00)**

Resolution R-6-26: A Resolution Approving and Ratifying Task Order No. 01 Under a Master Contract with Robinson Engineering, Ltd., for Construction Staking Services on the WaterLink Project **($909,648.00)**

Resolution R-7-26: A Resolution Awarding a Contract for the Construction of the West Transmission Main along the ComEd R.O.W. From Wolf's Crossing Road to Harvey Road – Contract TW-6/25 Section 2C **(Airy's, Inc. - $26,900,617)**

Resolution R-8-26: A Resolution Awarding a Contract for the Construction of the West Transmission Main along the ComEd R.O.W. From Harvey Road to Douglas

Road – Contract TW-6/25 Section 3A **(D. Construction, Inc. & Benchmark Construction Co., Inc Joint Venture - $22,748,000)**

Resolution R-9-26: A Resolution Awarding a Contract for the Construction of the West Transmission Main along the ComEd R.O.W. From Harvey Road to Douglas Road – Contract TW-6/25 Section 3B **(D. Construction, Inc. & Benchmark Construction Co., Inc Joint Venture - $10,188,020)**

Resolution R-10-26: A Resolution Approving and Authorizing the Execution of a Master Services Agreement with Jacobs Associates dba Delve Underground, for Professional Consulting Services and Authorization of Task Orders No. 01 and No. 02 **(Task Order Nos. 01 and 02 – Not-To Exceed $30,000 per Task Order)**

Attachments

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

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

PER DAY AVERAGE 77,758,926

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-22	2,276,513,000	2,344,221,635	97.11%	$11,792,337.34	$9,648,816.25	5,698,667	0.24%	97.35%	$5.18	$4.116
Jun-22	2,682,480,000	2,772,533,130	96.75%	$13,895,246.40	$11,982,888.19	690,925	0.02%	96.78%	$5.18	$4.322
Jul-22	2,804,661,000	2,892,532,635	96.96%	$14,528,143.98	$12,501,526.05	883,858	0.03%	96.99%	$5.18	$4.322
Aug-22	2,688,224,000	2,772,533,130	96.96%	$13,925,000.32	$11,982,888.19	906,806	0.03%	96.99%	$5.18	$4.322
Sep-22	2,415,535,000	2,474,643,822	97.61%	$12,512,471.30	$10,695,410.60	1,021,063	0.04%	97.65%	$5.18	$4.322
Oct-22	2,153,410,000	2,220,050,683	97.00%	$11,154,663.80	$9,595,059.05	2,891,786	0.13%	97.13%	$5.18	$4.322
Nov-22	1,919,552,000	1,979,550,491	96.97%	$9,943,279.36	$8,555,617.22	1,008,092	0.05%	97.02%	$5.18	$4.322
Dec-22	2,071,113,000	2,123,449,660	97.54%	$10,728,365.34	$9,177,549.43	552,389	0.03%	97.56%	$5.18	$4.322
Jan-23	2,014,750,000	2,060,255,805	97.79%	$10,436,405.00	$8,904,425.59	337,423	0.02%	97.81%	$5.18	$4.322
Feb-23	1,835,597,000	1,883,158,917	97.47%	$9,508,392.46	$8,139,012.84	529,206	0.03%	97.50%	$5.18	$4.322
Mar-23	1,971,974,000	2,026,257,691	97.32%	$10,214,825.32	$8,757,453.41	306,690	0.02%	97.34%	$5.18	$4.322
Apr-23	1,962,197,000	2,010,451,747	97.60%	$10,164,180.46	$8,689,172.45	349,596	0.02%	97.62%	$5.18	$4.322
May-23	2,474,377,000	2,540,440,833	97.40%	$13,336,892.03	$10,979,785.28	684,441	0.03%	97.43%	$5.39	$4.322
Jun-23	2,971,436,000	3,043,540,086	97.63%	$16,016,040.04	$13,814,628.45	678,930	0.02%	97.65%	$5.39	$4.539
Jul-23	2,567,425,000	2,639,887,376	97.26%	$13,838,420.75	$11,982,448.80	1,047,600	0.04%	97.29%	$5.39	$4.539
Aug-23	2,708,945,000	2,773,069,509	97.69%	$14,601,213.55	$12,586,962.50	832,992	0.03%	97.72%	$5.39	$4.539
Sep-23	2,406,858,000	2,471,708,096	97.38%	$12,972,964.62	$11,219,083.05	753,904	0.03%	97.41%	$5.39	$4.539
Oct-23	2,071,291,000	2,116,545,770	97.86%	$11,164,258.49	$9,607,001.25	1,034,131	0.05%	97.91%	$5.39	$4.539
Nov-23	1,902,725,000	1,957,768,374	97.19%	$10,255,687.75	$8,886,310.65	809,342	0.04%	97.23%	$5.39	$4.539
Dec-23	1,972,754,000	2,031,158,416	97.12%	$10,633,144.06	$9,219,428.05	2,329,064	0.11%	97.24%	$5.39	$4.539
Jan-24	2,058,390,000	2,131,445,175	96.57%	$11,094,722.10	$9,674,663.60	730,427	0.03%	96.61%	$5.39	$4.539
Feb-24	1,868,175,000	1,916,869,806	97.46%	$10,069,463.25	$8,700,672.05	268,834	0.01%	97.47%	$5.39	$4.539
Mar-24	1,927,795,000	1,971,770,225	97.77%	$10,390,815.05	$8,949,831.10	340,529	0.02%	97.79%	$5.39	$4.539
Apr-24	1,951,120,000	1,992,959,991	97.90%	$10,516,536.80	$9,046,045.40	426,636	0.02%	97.92%	$5.39	$4.539
May-24	2,285,252,000	2,331,031,384	98.04%	$12,751,706.16	$10,580,551.45	964,148	0.04%	98.08%	$5.58	$4.539
Jun-24	2,558,136,000	2,613,555,125	97.88%	$14,274,398.88	$12,265,414.20	669,121	0.03%	97.91%	$5.58	$4.693
Jul-24	2,577,734,000	2,637,750,416	97.72%	$14,383,755.72	$12,378,962.70	5,976,667	0.23%	97.95%	$5.58	$4.693
Aug-24	2,723,982,000	2,791,119,391	97.59%	$15,199,819.56	$13,098,723.30	5,570,100	0.20%	97.79%	$5.58	$4.693
Sep-24	2,607,811,000	2,668,243,213	97.74%	$14,551,585.38	$12,522,065.40	887,220	0.03%	97.77%	$5.58	$4.693
Oct-24	2,256,800,000	2,311,304,709	97.64%	$12,592,944.00	$10,846,953.00	715,430	0.03%	97.67%	$5.58	$4.693
Nov-24	1,872,414,000	1,918,174,238	97.61%	$10,448,070.12	$9,001,956.60	517,416	0.03%	97.64%	$5.58	$4.693
Dec-24	2,003,025,000	2,053,944,598	97.52%	$11,176,879.50	$9,639,162.00	465,013	0.02%	97.54%	$5.58	$4.693
Jan-25	2,084,797,000	2,142,229,363	97.32%	$11,633,167.26	$10,053,482.40	295,500	0.01%	97.33%	$5.58	$4.693
Feb-25	1,882,269,000	1,935,765,374	97.24%	$10,503,061.00	$9,084,546.90	225,910	0.01%	97.25%	$5.58	$4.693
Mar-25	1,991,703,000	2,037,452,909	97.75%	$11,113,702.74	$9,561,766.50	307,123	0.02%	97.77%	$5.58	$4.693
Apr-25	2,007,784,000	2,062,448,476	97.35%	$11,203,434.72	$9,679,070.70	4,167,787	0.20%	97.55%	$5.58	$4.693
May-25	2,375,691,000	2,438,182,271	97.44%	$13,779,007.80	$11,442,389.40	864,737	0.04%	97.47%	$5.80	$4.693
Jun-25	2,581,750,000	2,650,830,953	97.39%	$14,974,150.00	$12,938,705.88	1,033,008	0.04%	97.43%	$5.80	$4.881
Jul-25	2,657,585,000	2,731,622,698	97.29%	$15,413,993.00	$13,333,050.39	779,447	0.03%	97.32%	$5.80	$4.881
Aug-25	2,585,750,000	2,649,626,669	97.59%	$14,997,350.00	$12,932,827.77	940,653	0.04%	97.62%	$5.80	$4.881
Sep-25	2,474,431,000	2,542,535,157	97.32%	$14,351,699.80	$12,410,114.10	3,791,192	0.15%	97.47%	$5.80	$4.881
Oct-25	2,235,209,000	2,282,050,781	97.95%	$12,964,212.20	$11,138,689.86	760,583	0.03%	97.98%	$5.80	$4.881
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
TOTALS (1)	956,279,267,798	983,649,042,615	97.22%	$2,546,825,291.40	$2,243,029,552.07	901,356,543	0.09%	97.31%	$2.66	$2.280

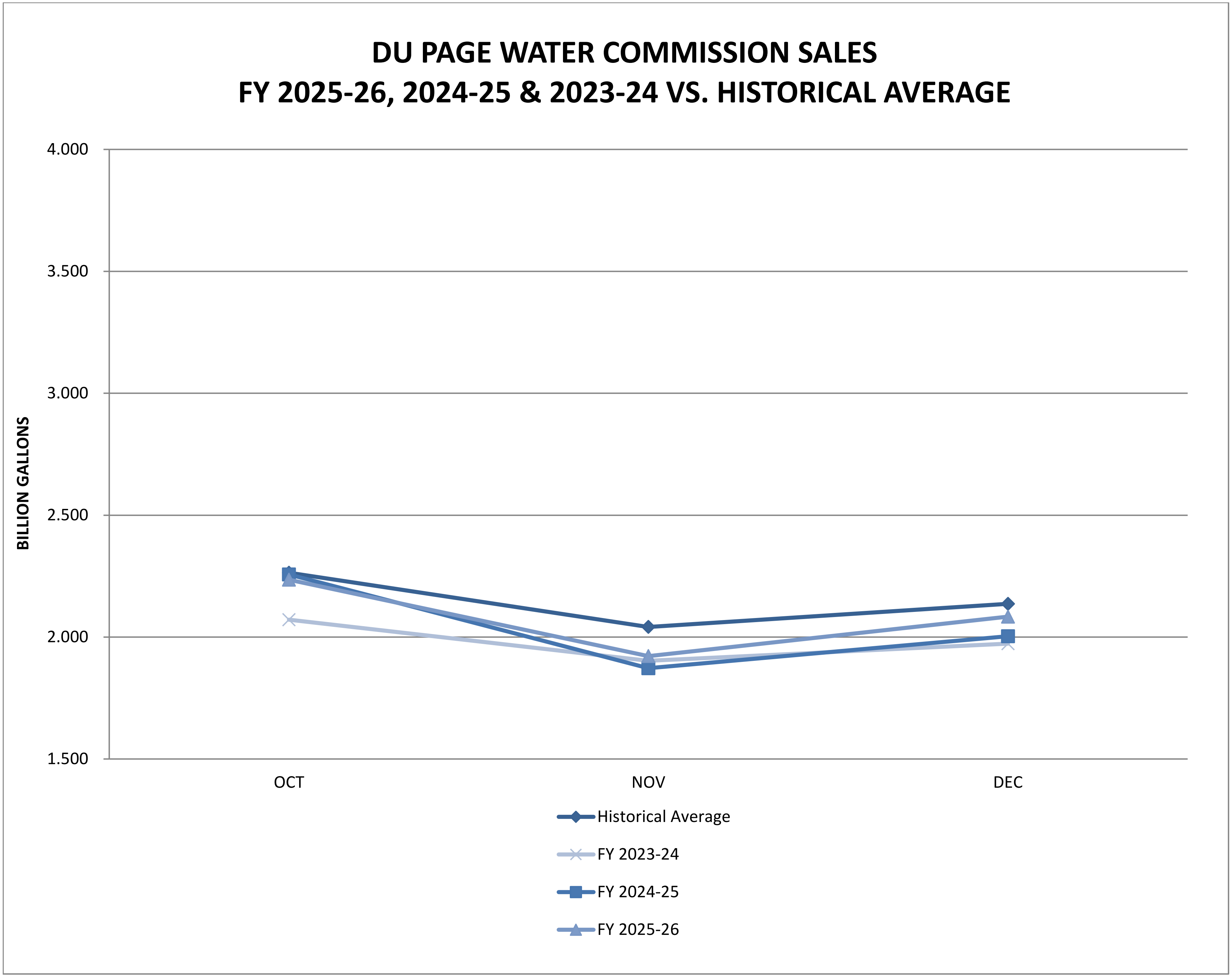
(1) - SINCE MAY 1, 1992
(2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE
(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD							
Dec-24	18,885,154,000	19,325,123,074	97.72%	105,379,159	90,333,789	$5.58	$4.674
Dec-25	18,915,822,000	19,396,983,772	97.52%	109,711,768	94,218,300	$5.80	$4.857
	30,668,000	71,860,698		$4,332,608	$3,884,511		
	0.2%	0.4%		4.1%	4.3%		
Month							
Dec-24	2,003,025,000	2,053,944,598	97.52%	11,176,880	9,639,162	$5.58	$4.693
Dec-25	2,083,561,000	2,137,963,067	97.46%	12,084,654	10,435,398	$5.80	$4.881
	80,536,000	84,018,469		$907,774	$796,236		
	4.0%	4.1%		8.1%	8.3%		
Dec>Nov	161,716,000	173,790,891		937,953	848,273		

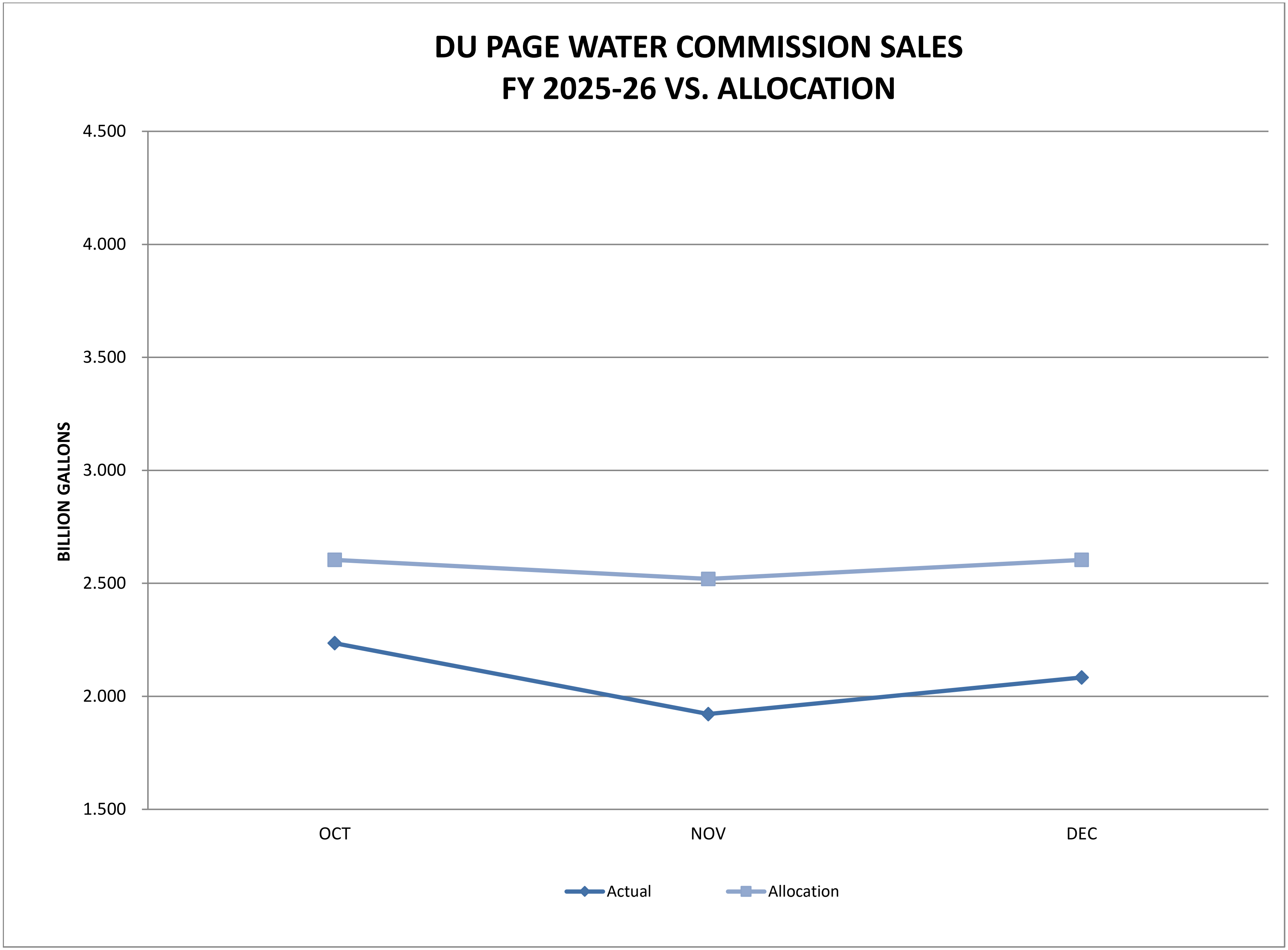
DUPAGE WATER COMMISSION
PWS FACILITY ID# - IL435400
MONTHLY OPERATIONS REPORT
DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS
DECEMBER 2025

DATE	LEXINGTON P.S. SUPPLY			DUPAGE P.S. DISCHARGE							ANALYST INT.
	FREE Cl2 (mg/L)	TURBIDITY (ntu)	O-PO4 (mg/L)	FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO4 (mg/L)	P.A.C. (LBS/MG)	
1	1.30	0.05	2.12	1.16	0.07	55	7.4	0.6	2.20	0	KD
2	1.40	0.06	2.11	1.36	0.09	53	7.4	0.6	2.03	0	RC
3	1.32	0.05	2.10	1.23	0.10	53	7.4	0.5	2.17	0	KD
4	1.35	0.08	2.12	1.18	0.09	52	7.4	0.5	2.14	0	KD
5	1.35	0.06	2.18	1.14	0.09	52	7.4	0.5	2.20	0	KD
6	1.42	0.06	2.10	1.43	0.08	53	7.4	0.6	2.07	0	RC
7	1.48	0.06	2.08	1.37	0.10	53	7.4	0.6	2.10	0	RC
8	1.38	0.06	2.05	1.37	0.09	52	7.4	0.6	2.14	0	RC
9	1.44	0.06	1.97	1.38	0.08	51	7.4	0.6	2.02	0	RC
10	1.27	0.07	2.04	1.36	0.09	54	7.3	0.6	1.97	0	RC
11	1.37	0.06	2.11	1.40	0.09	52	7.4	0.6	2.06	0	RC
12	1.40	0.06	2.22	1.38	0.10	51	7.4	0.5	2.12	0	RC
13	1.38	0.05	2.11	1.36	0.08	51	7.3	0.6	2.20	0	AM
14	1.42	0.07	2.22	1.31	0.10	50	7.4	0.7	2.28	0	AM
15	1.37	0.06	2.27	1.35	0.10	50	7.4	0.6	2.18	0	RC
16	1.39	0.06	2.19	1.37	0.10	50	7.4	0.5	2.22	0	RC
17	1.40	0.07	2.28	1.32	0.10	49	7.5	0.8	2.30	0	AM
18	1.44	0.09	2.18	1.34	0.09	50	7.4	0.6	2.27	0	AM
19	1.41	0.07	2.21	1.30	0.10	50	7.5	0.5	2.25	0	AM
20	1.45	0.06	2.35	1.41	0.10	53	7.7	0.7	2.28	0	JS
21	1.35	0.06	2.27	1.39	0.11	54	7.6	0.7	2.18	0	JS
22	1.33	0.09	2.26	1.27	0.11	52	7.6	0.8	2.25	0	AM
23	1.40	0.09	2.23	1.25	0.11	51	7.5	0.8	2.24	0	AM
24	1.38	0.07	2.31	1.36	0.11	52	7.5	0.7	2.22	0	JS
25	1.38	0.06	2.31	1.32	0.11	57	7.5	0.7	2.27	0	JS
26	1.40	0.06	2.26	1.40	0.11	54	7.6	0.7	2.24	0	JS
27	1.35	0.07	2.21	1.27	0.10	53	7.5	0.8	2.22	0	AM
28	1.41	0.07	2.27	1.34	0.09	53	7.4	0.8	2.19	0	AM
29	1.37	0.06	2.26	1.38	0.12	55	7.6	0.8	2.18	0	JS
30	1.42	0.09	2.36	1.36	0.11	53	7.7	0.6	2.24	0	JS
31	1.31	0.07	2.29	1.30	0.09	53	7.6	0.8	2.31	0	AM
AVG.	1.38	0.07	2.19	1.33	0.10	52	7.5	0.6	2.19	0	
MAX.	1.48	0.09	2.36	1.43	0.12	57	7.7	0.8	2.31	0	
MIN.	1.27	0.05	1.97	1.14	0.07	49	7.3	0.5	1.97	0	

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



DU PAGE WATER COMMISSION SALES
FY 2025-26, 2024-25 & 2023-24 VS. HISTORICAL AVERAGE
4.000
3.500
3.000
2.500
2.000
1.500
BILLION GALLONS
OCT
NOV
DEC
Historical Average
FY 2023-24
FY 2024-25
FY 2025-26


DU PAGE WATER COMMISSION SALES
FY 2025-26 VS. ALLOCATION
4.500
4.000
3.500
3.000
2.500
2.000
1.500
BILLION GALLONS
OCT
NOV
DEC
Actual
Allocation

MONTHLY STATUS REPORT

LAN PROJECT #: 128-10031-001

PROJECT: DuPage Water Commission WaterLink Extension Phase II

REPORT DATE: December 9, 2025

MEETING DATE: December 18, 2025

I. Progress through December 9, 2025

A. Field data collection and surveying.

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

7. Subsurface Utility Locates
    a) SUE field activities completed.
8. Scope of additional SUE for Fox River re-route TBD Utility Potholing Locates
    a) Additional potholes completed on Naperville electrical duct bank along 75th Street for TW-6 S1.
    b) Over 440 potholes completed. Work along ComEd corridors 100% complete.
9. Scope of additional potholing for Fox River re-route TBD Geotechnical
    a) Total of 192 borings (96%) completed to date in Phase 2 through October.
    b) Additional geotechnical borings remain for Fox River re-route pending final alignment.
10. Cathodic Protection
    a) Soil resistivity testing along project routes complete for cathodic protection design.
    b) Final field data report provided for TW-6 S1.
    c) Draft reports for TW-6 S2 & S3 complete.
    d) AC Mitigation modeling report(s) for ComEd corridor in progress.
    e) Remaining report(s) in progress.

B. Data Collection (as-builts, GIS, design drawings).
1. WaterLink Delivery Point proposed site layouts.
2. Design team has set initial priority parcels to move to the plat preparation stage.

C. Ongoing Coordination with ComEd.
1. Drawings submitted to ComEd 1/23/25 to initiate legal and real estate appraisal process.
    a) Revised plan and profile drawings for ComEd final engineering and environmental review have been submitted.
        1) Comments received from ComEd on final plan set. Resubmittal to address minor comments in progress.
    b) Wetlands reports subsequently submitted to ComEd environmental reviewer.
    c) Reviews completed by Capacity Planning, Vegetation, and Economic Development w/ no comments.
    d) Review comments from Transmission group have been addressed. Drawings addressing additional comments provided on 8/7/25.

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

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

E. Contract TW-6 Section 1 (Book Rd)
1. Bids received on 7/1/25.
    a) Value engineering redesign to remove/shorten tunnels and remove 48-inch valves on existing pipe has concluded.
2. IEPA construction permit received 2/28/2025.
    a) Subsequent sampling plan approved to amend the requirement for sampling every 1,200 feet.
3. Permit applications with USACE, IDNR, DuPage County Stormwater & DOT, City of Naperville, and Naperville Township submitted.
    a) Permits received from USACE, Will County Stormwater, DuPage County DOT and Stormwater, and two Soil & Water Conservation Districts.
    b) City of Naperville permit pending final coordination items.
4. Issued for Construction Documents provided to Contractor 9/25/25.
5. Pre-construction meeting held 11/4/25.

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

1. Project advertised for bids 9/26/25.
2. Pre-bid meeting held 10/9/25.
3. Bid received 10/31/25.
4. Pre-construction meeting scheduled for 12/17/25.
5. Permit applications/reviews
   a) Ongoing coordination with Naperville Park District regarding construction in Frontier Park.
      1) Meeting scheduled for 12/10/25.
   b) City of Naperville plan review submitted and comments received from the City. Work is ongoing to address the City of Naperville comments.
      1) Resubmittal to Naperville for Sections 2A and 2B has been made.
   c) Construction Permit received from IEPA.
      1) A supplemental IEPA construction permit application has been submitted to reflect the ComEd changes.
   d) USACE
      1) USACE provided No Permit Required (NPR) letter on 11/7/25.
   e) US Fish and Wildlife
      1) Provided a tree clearing restriction from April 1 – September 30. Requirements will be added to the plans/specs. Exceptions can be requested on a case-by-case basis. USFWS will likely require a survey of trees to be removed by exception to ensure no bats are living in the tree. Likelihood of exception being granted increases further from Fox River.

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

1. Project advertised for bids 11/7/25.
2. Pre-bid meeting held 11/18/25.
3. Bid openings are scheduled for 12/16/25 through 12/18/25.
4. DWC review comments received and revisions are complete.
5. Permit applications / design submittals are being prepared for various agencies, including IDOT, railroads, and local municipalities.
   a) Plan review submittals made to four gas pipeline companies (west of 95th & Wolf's Crossing).

1) Received confirmation of receipt, comments, and/or questions from all four.

b) Permit submittal to CN Railroad has been submitted and received.

1) CN license agreement approved and received.

c) City of Aurora and Wheatland Township submittals made and review in progress.

d) IDOT District 1 plan review applications have been submitted and IDOT has responded without comment.

1) Contractor will need to submit bonds in accordance with IDOT response letter.

e) Construction Permit received from IEPA.

1) A supplemental IEPA construction permit application has been submitted to reflect the ComEd changes. IEPA noted that this review time would be approximately 10 days.

f) US Fish and Wildlife

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

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

1. Final alignment pending completion of field work, utility data collection, and geotechnical work.

2. Additional wetlands delineation and environmental surveys are required, including updates to various environmental reports.

3. Permit applications / design submittals are being prepared for various agencies, including IDOT and railroads.

a) Permit application to BNSF Railroad has been submitted.

1) BNSF Railroad returned comments and resubmittal has been made on 6/2/25.

b) Permit application to OmniTrax/Illinois Railway has been submitted.

1) OmniTrax returned comments on 6/23/25 requesting additional documents. Ongoing coordination to provide Certificate of Insurance from DWC. Draft license agreement received for review.

2) Resubmittal will be required upon completion of Fox River realignment design and final railroad crossing location.

c) Construction permit received from IEPA.

1) A supplemental IEPA construction permit application will need to be made based on the realignment of this section.

d) US Fish and Wildlife

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

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

I. Contract FW-1 Section 1 & 2

1. 100% submittal drawings submitted to DWC for final review.

2. Easement through Polo Crossings development.

a) Met with developer & Oswego Aug 6 – appears that easement donation along west property line will work for 36-inch water main there. DWC finalizing easement language with attorney – request made from developer engineer for final language 11/11/25.

b) Collins Rd alignment west of Oswego #2.

1) Resubmitted to Kendall County on 5/19/25 and alignment approval received on 6/18/25 from Fran Klass.

3. Targeting advertisement on 12/19/25.

J. Contract FW-1 Section 3

1. Water transmission main plan and profile design ongoing.

a) 100% Submittal drawings in progress.

2. Ongoing coordination with IDOT District 3 on IL Route 71 project overlap.

3. IDOT District 3 comments received in June.

a) The most pressing comment is the direction that work cannot proceed until the Route 71 widening project is complete in Spring 2027. Further discussion with IDOT needed.

b) Meeting occurred Monday 8/11/25 with IDOT District 3 to discuss comments.

K. Contract FW-1 Section 4

1. Water transmission main plan and profile design ongoing.

2. 100% Submittal drawings in progress.

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

L. Contract MS-22 Meter Stations
1. Design ongoing.
    a) 100% Submittal drawings in progress.
2. Site plan updates ongoing to account for revised WaterLink site layouts.
3. Montgomery requested the building permit applications for meter stations be prioritized.
4. New relocated/updated site plan for chemical feed building underway based on newly identified site.

II. Scope Changes – Phase II (to date)

A. Design of Additional Architectural Treatments for WaterLink Meter Stations.
1. Fee: Pending (to be submitted to DWC for review/approval).

B. ComEd revisions based on unexpected new comments.
1. Fee: Pending (to be submitted to DWC for review/approval).

C. Fox River Crossing alternate route.
1. Fee: Pending (to be submitted to DWC for review/approval).

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

III. Financials

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

B. Phase 1 Rollover Funds: $492,687
1. Fee Expended through November 30, 2025:
    a) Total: $18,783,592 (91.9%)
        1) Basic Services: $12,468,453 (61.0%)
        2) Additional Services: $6,315,139 (30.9%)

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

A. ComEd Comment Review and Technical Discussion Meetings – Various

B. Schedule Update Meetings with Burns & McDonnell – Various

C. TW-6/25 Section 1 Pre-Construction Meeting – November 4, 2025

D. TW-6/25 Section 2C, 3A & 3B Advertisement for Bids – November 7, 2025

E. TW-6/25 Section 2C, 3A & 3B Pre-Bid Meeting – November 18, 2025

F. Monthly Progress Meeting – November 20, 2025

G. WaterLink Coordination Workshop – November 25, 2025

V. Upcoming Tasks & Meetings

A. Finalize ComEd alignment modifications, including alternate river crossing route.

B. Weekly Check-In Meetings – Various

C. Schedule Coordination with Burns & McDonnell – Various

D. ComEd Coordination Meetings – As Needed

E. Phase II geotechnical field work – TW-6/25 Section 3C (Fox River Realignment)

F. TW-6/25 Section 2C, 3A & 3B Bid Opening– December 16 - 18, 2025

G. Monthly Progress Meeting – December 18, 2025

H. FW-1/25 Section 1 & 2 Advertisement – December 19, 2025

I. Permit submittals to various review agencies.

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

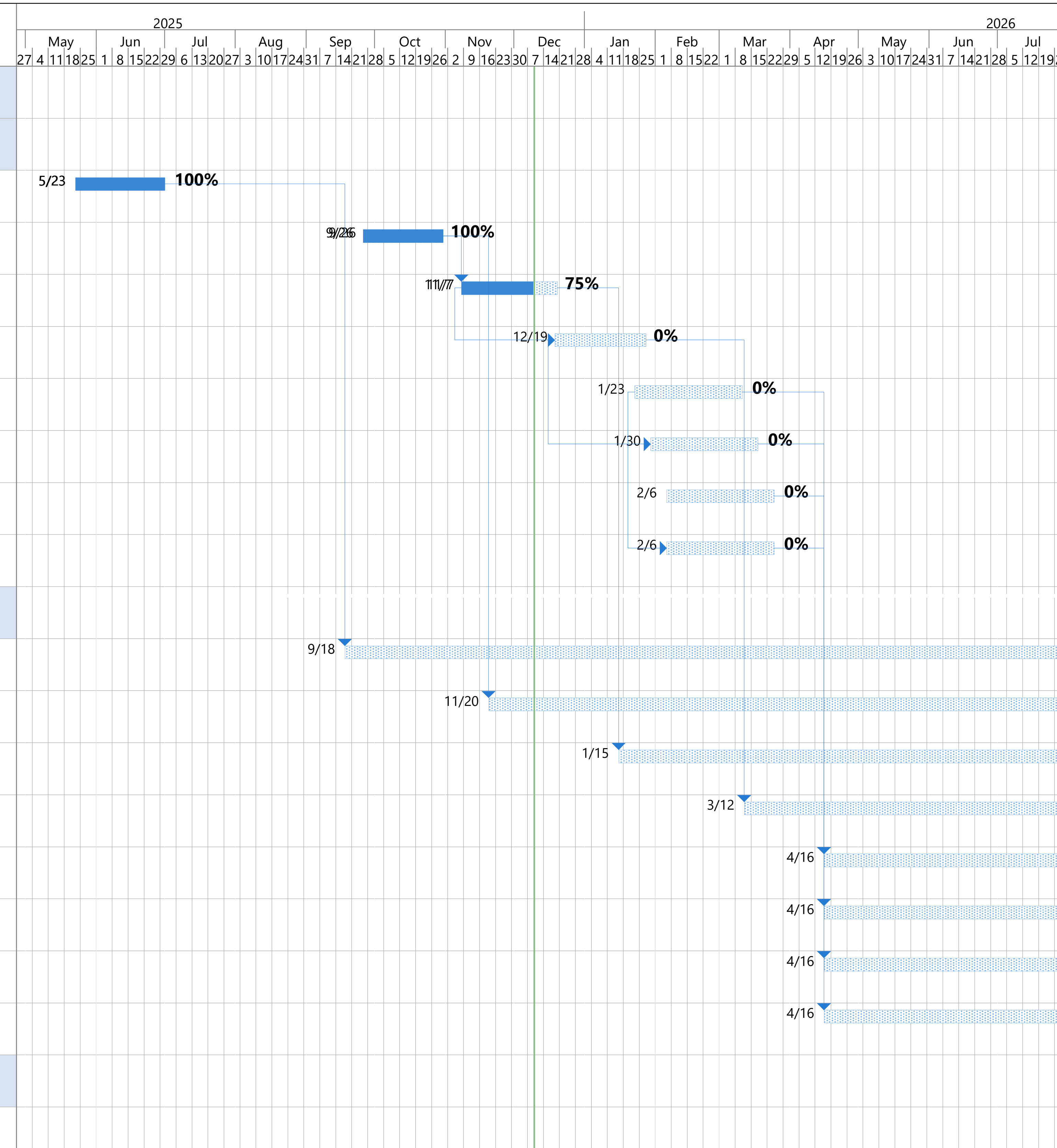
	Activity through April 26, 2024	Activity through May 31, 2024	Activity through June 30, 2024	Activity through July 31, 2024	Activity through August 31, 2024	Activity through September 30, 2024	Activity through October 31, 2024	Activity through November 30, 2024
Description	**May 2024**	**June 2024**	**July 2024**	**August 2024**	**September 2024**	**October 2024**	**November 2024**	**December 2024**
Basic Services	$ 625,960	$ 876,344	$ 980,607	$ 1,011,525	$ 994,029	$ 993,016	$ 999,176	$ 1,117,315
Additional Services	$ 545,788	$ 1,126,706	$ 586,700	$ 561,317	$ 594,996	$ 64,786	$ 149,871	$ 438,311
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**
SUBTOTAL		**$6,314,947**				**$5,351,501**		
IGA ESCROW DEPOSITS		**$7,764,000**				**$5,532,000**		

	Activity through December 31, 2024	Activity through January 31, 2025	Activity through February 28, 2025	Activity through March 31, 2025	Activity through April 30, 2025	Activity through May 31, 2025	Activity through June 30, 2025	Activity through July 31, 2025	Activity through August 31, 2025
Description	**January 2025**	**February 2025**	**March 2025**	**April 2025**	**May 2025**	**June 2025**	**July 2025**	**August 2025**	**September 2025**
Basic Services	$ 1,116,854	$ 745,163	$ 499,762	$ 498,028	$ 378,063	$ 258,692	$ 254,130	$ 248,300	$ 248,197
Additional Services	$ 350,417	$ 283,233	$ 83,116	$ 205,871	$ 183,722	$ 253,965	$ 236,036	$ 198,526	$ 203,231
MONTHLY SUBTOTAL	**$ 1,467,271**	**$ 1,028,396**	**$ 582,878**	**$ 703,899**	**$ 561,785**	**$ 512,657**	**$ 490,166**	**$ 446,826**	**$ 451,428**
SUBTOTAL								**$8,290,495**	
IGA ESCROW DEPOSITS								**$6,660,942**	

	Activity through September 30, 2025	Activity through October 31, 2025	Activity through November 30, 2025	Planned	Planned	Planned
Description	**October 2025**	**November 2025**	**December 2025**	**January 2026**	**February 2026**	**March 2026**
Basic Services	$ 248,033	$ 186,383	$ 187,973	$ 17,216	$ 17,216	$ 17,216
Additional Services	$ 204,163	$ 234,542	$ 370,000	$ 187,483	$ 187,483	$ 187,483
MONTHLY SUBTOTAL	**$ 452,196**	**$ 420,925**	**$ 557,973**	**$ 204,698**	**$ 204,698**	**$ 204,698**
SUBTOTAL						
IGA ESCROW DEPOSITS						
	TOTAL PHASE II CONTRACT	**$**				**19,956,942**

DuPage Water Commission
WaterLink Extension
Phase II Design Schedule

ID	Task Name	Duration	Start	Finish
1	**DWC WATERLINK PHASE II DESIGN**	**557 days**	**Mon 6/3/24**	**Fri 12/12/25**
29	**BIDDING PHASE**	**306 days**	**Fri 5/23/25**	**Wed 3/25/26**
30	TW-6/25 Section 1 (Book Rd) | Advertise-Bid Open	39 days	Fri 5/23/25	Tue 7/1/25
31	TW-6/25 Section 2A & 2B | Advertise-Bid Open	35 days	Fri 9/26/25	Fri 10/31/25
32	TW-6/25 Section 2C, 3A, 3B | Advertise-Bid Open	42 days	Fri 11/7/25	Fri 12/19/25
33	FW-1/25 Section 1 & 2 | Advertise-Bid Open	40 days	Fri 12/19/25	Wed 1/28/26
34	FW-1/25 Section 3 | Advertise-Bid Open	47 days	Fri 1/23/26	Wed 3/11/26
35	MS 22/25 | Advertise-Bid Open	47 days	Fri 1/30/26	Wed 3/18/26
36	TW-6/25 Section 3C | Advertise-Bid Open	47 days	Fri 2/6/26	Wed 3/25/26
37	FW-1/25 Section 4 | Advertise-Bid Open	47 days	Fri 2/6/26	Wed 3/25/26
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
40	TW-6/25 Section 2A & 2B | Construction	729 days	Thu 11/20/25	Fri 11/19/27
41	TW-6/25 Section 2C, 3A, 3B | Construction	729 days	Thu 1/15/26	Fri 1/14/28
42	FW-1/25 Section 1 & 2 | Construction	690 days	Thu 3/12/26	Mon 1/31/28
43	MS 22/25 | Construction	659 days	Thu 4/16/26	Fri 2/4/28
44	TW-6/25 Section 3C | Construction	690 days	Thu 4/16/26	Mon 3/6/28
45	FW-1/25 Section 3 | Construction	659 days	Thu 4/16/26	Fri 2/4/28
46	FW-1/25 Section 4 | Construction	659 days	Thu 4/16/26	Fri 2/4/28
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



MONTHLY STATUS REPORT

LAN PROJECT #: 128-10031-001

PROJECT: DuPage Water Commission WaterLink Extension Phase II

REPORT DATE: January 6, 2026

MEETING DATE: January 15, 2026

I. Progress through January 6, 2026

A. Field data collection and surveying complete.

1. Final cadastral surveying work complete.
2. Existing structure rim/invert data collection complete.
    a) Total of approximately 1,097 structures located with rim/inverts surveyed.
    b) Rim/invert data collection for 38 additional structures for Fox River re-route was completed in September. Another 30 structures were shot along Guilford Rd in October after decision to route water main there.
    c) Received and processed JULIE utility atlases and water/sewer utility atlases from IAWC.
3. Processing of collected Aerial LIDAR data is complete. Additional LIDAR processing for Fox River area and Polo Crossing re-routes is complete.
    a) 100% of original scope complete. Overall width of data processing increased to facilitate design drawing set-up and minimize future re-work. Increased width processing complete.
        1) Supplemental processing at additional work areas along the projects routes complete.
4. Subsurface Utility Locates
    a) SUE field activities completed.
    b) Scope of additional SUE for Fox River re-route TBD Utility Potholing Locates
    c) Over 440 potholes completed. Work along ComEd corridors 100% complete.
        1) Additional potholes completed on Naperville electrical duct bank along 75th Street for TW-6 S1.
5. Scope of additional potholing for Fox River re-route TBD Geotechnical
    a) Total of 192 borings (96%) completed to date in Phase 2 through October.
    b) Additional geotechnical borings remain for Fox River re-route pending final alignment.

6. Cathodic Protection
    a) Soil resistivity testing along project routes complete for cathodic protection design.
    b) Final field data report provided for TW-6 S1, S2, and S3.
    c) Final AC Mitigation modeling report(s) for ComEd corridor in progress.
    d) Remaining report(s) in progress.

B. Data Collection (as-builts, GIS, design drawings).
    1. WaterLink Delivery Point proposed site layouts.
    2. Design team has set initial priority parcels to move to the plat preparation stage.

C. Ongoing Coordination with ComEd.
    1. Drawings submitted to ComEd 1/23/25 to initiate legal and real estate appraisal process.
        a) Revised plan and profile drawings for ComEd final engineering and environmental review have been submitted.
            1) Comments received from ComEd on final plan set. Resubmittal to address minor comments in progress.
        b) Wetlands reports subsequently submitted to ComEd environmental reviewer.
        c) Reviews completed by Capacity Planning, Vegetation, and Economic Development w/ no comments.
        d) Review comments from Transmission group have been addressed. Drawings addressing additional comments provided on 8/7/25.
    2. Draft license agreement sent to DWC for review.
        a) Negotiations ongoing between DWC and ComEd Real Estate group on license agreement terms.
    3. KMZ of alignment and license areas sent to ComEd on 8/7/25 for real estate process.
    4. Final pipeline alignment has received ComEd approval.
        a) Final drawing submittal made to close out ComEd technical review.

D. Land Acquisition
    1. 245 of 245 Titles Received (100%)
    2. Easement legal descriptions & exhibits
        a) 190 total prepared to date
        b) 69 Appraisal Packages and 58 property negotiations underway.

c) School District 308 easement approvals completed after final action July 28.

d) Naperville Park District negotiations ongoing

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

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

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

1. Project advertised for bids 9/26/25.
2. Pre-bid meeting held 10/9/25.
3. Bid received 10/31/25.
4. Pre-construction meeting held 12/17/25.
5. Permit applications/reviews
    a) Ongoing coordination with Naperville Park District regarding construction in Frontier Park.
        1) Meeting held 12/10/25.
    b) City of Naperville plan review submitted and comments received from the City. Work is ongoing to address the City of Naperville comments.
        1) Resubmittal to Naperville for Sections 2A and 2B has been made.

c) Construction Permit received from IEPA.

1) A supplemental IEPA construction permit application has been submitted to reflect the ComEd changes. Approval received from IEPA.

d) USACE

1) USACE provided No Permit Required (NPR) letter on 11/7/25.

e) US Fish and Wildlife

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

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

1. Project advertised for bids 11/7/25.
2. Pre-bid meeting held 11/18/25.
3. Bids received 12/16/25 through 12/18/25.
4. Permit applications / design submittals prepared for various agencies, including IDOT, railroads, and local municipalities.

a) Plan review submittals made to four gas pipeline companies (west of 95th & Wolf's Crossing).

1) Received confirmation of receipt, comments, and/or questions from all four.

b) Permit submittal to CN Railroad has been submitted and received.

1) CN license agreement approved and received.

c) City of Aurora and Wheatland Township submittals made and review in progress.

d) IDOT District 1 plan review applications have been submitted and IDOT has responded without comment.

1) Contractor will need to submit bonds in accordance with IDOT response letter.

e) Construction Permit received from IEPA.

1) A supplemental IEPA construction permit application has been submitted to reflect the ComEd changes. IEPA approval received.

f) US Fish and Wildlife

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

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

1. Final alignment pending completion of field work, utility data collection, and geotechnical work.
2. Additional wetlands delineation and environmental surveys are required, including updates to various environmental reports.
3. Permit applications / design submittals are being prepared for various agencies, including IDOT and railroads.

a) Permit application to BNSF Railroad has been submitted.

1) BNSF Railroad returned comments and resubmittal has been made on 6/2/25.

b) Permit application to OmniTrax/Illinois Railway has been submitted.

1) OmniTrax returned comments on 6/23/25 requesting additional documents. Ongoing coordination to provide Certificate of Insurance from DWC. Draft license agreement received for review.

2) Resubmittal will be required upon completion of Fox River realignment design and final railroad crossing location.

c) Construction permit received from IEPA.

1) A supplemental IEPA construction permit application will need to be made based on the realignment of this section.

d) US Fish and Wildlife

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

I. Contract FW-1 Section 1 & 2

1. Project advertised for bids 12/29/25.
2. Pre-bid meeting scheduled for 01/13/26.
3. Bid opening scheduled for 02/03/26 and 02/05/26.

4. Easement through Polo Crossings development.
   a) Met with developer & Oswego Aug 6 – appears that easement donation along west property line will work for 36-inch water main there. DWC finalizing easement language with attorney – request made from developer engineer for final language 11/11/25.
   b) Collins Rd alignment west of Oswego #2.
      1) Resubmitted to Kendall County on 5/19/25 and alignment approval received on 6/18/25 from Fran Klass.

J. Contract FW-1 Section 3
   1. Water transmission main plan and profile design ongoing.
      a) 100% Submittal drawings in progress.
   2. Ongoing coordination with IDOT District 3 on IL Route 71 project overlap.
   3. IDOT District 3 comments received in June 2025.
      a) The most pressing comment is the direction that work cannot proceed until the Route 71 widening project is complete in Spring 2027. Further discussion with IDOT needed.
      b) Meeting occurred Monday 8/11/25 with IDOT District 3 to discuss comments.

K. Contract FW-1 Section 4
   1. Water transmission main plan and profile design ongoing.
   2. 100% Submittal drawings in progress.
   3. IEPA and Kendall County permit submittals in progress.
   4. Permit submittal made to BNSF Railroad on 4/9/25.
      a) Resubmittal to address comments made on 6/2/25.
      b) DWC reviewing draft license agreement.

L. Contract MS-22 Meter Stations

1. Design ongoing.

    a) 100% Submittal drawings in progress.

2. Site plan updates ongoing to account for revised WaterLink site layouts.

3. Montgomery requested the building permit applications for meter stations be prioritized.

4. New relocated/updated site plan for chemical feed building underway based on newly identified site.

II. Scope Changes – Phase II (to date)

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

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

B. ComEd revisions based on unexpected new comments.

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

C. Fox River Crossing alternate route.

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

D. Permit Fees

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

III. Financials

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

B. Phase 1 Rollover Funds: $492,687

1. Fee Expended through December 31, 2025:

    a) Total: $18,902,042 (94.7%)

        1) Basic Services: $12,406,971 (62.2%)

        2) Additional Services: $6,495,071 (32.5%)

IV. Completed Workshops, Meetings and Visits (December – January)

A. ComEd Comment Review and Technical Discussion Meetings – Various

B. Schedule Update Meetings with Burns & McDonnell – Various

C. TW-6/25 Section 2A-2B Naperville Park District Coordination Meeting – December 10, 2025

D. TW-6/25 Section 2C, 3A & 3B Bid Openings – December 16-18, 2025

E. Monthly Progress Meeting – December 18, 2025

F. FW-1/25 Section 1 & 2 Advertisement for Bids – December 29, 2025

V. Upcoming Tasks & Meetings

A. Finalize ComEd alignment modifications, including alternate river crossing route.

B. Weekly Check-In Meetings – Various

C. Schedule Coordination with Burns & McDonnell – Various

D. ComEd Coordination Meetings – As Needed

E. Phase II geotechnical field work – TW-6/25 Section 3C (Fox River Realignment)

F. FW-1/25 Section 1 & 2 Pre-Bid Meeting – January 13, 2026

G. FW-1/25 Section 1 & 2 Bid Opening – February 3-5, 2026

H. Monthly Progress Meeting – January 15, 2026

I. Permit submittals to various review agencies.

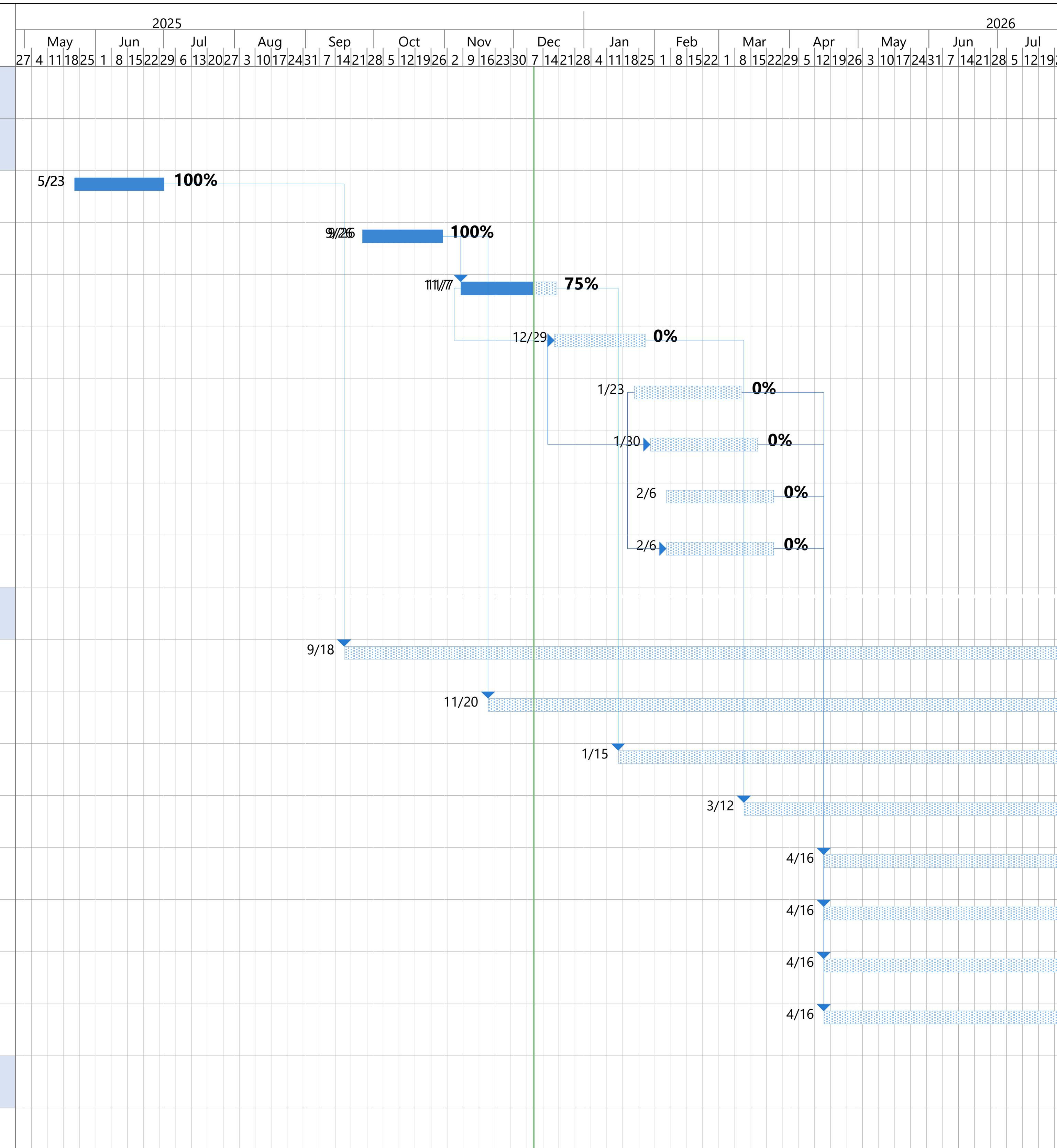
Cash Flow/Invoicing Forecast - Phase II Services
DuPage Water Commission
WaterLink Extension
January 2026

Description	Activity through April 26, 2024 May 2024	Activity through May 31, 2024 June 2024	Activity through June 30, 2024 July 2024	Activity through July 31, 2024 August 2024	Activity through August 31, 2024 September 2024	Activity through September 30, 2024 October 2024	Activity through October 31, 2024 November 2024	Activity through November 30, 2024 December 2024	Activity through December 31, 2024 January 2025
Basic Services	$ 625,960	$ 876,344	$ 980,607	$ 1,011,525	$ 994,029	$ 993,016	$ 999,176	$ 1,117,315	$ 1,116,854
Additional Services	$ 545,788	$ 1,126,706	$ 586,700	$ 561,317	$ 594,996	$ 64,786	$ 149,871	$ 438,311	$ 350,417
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**
SUBTOTAL	**$6,314,947**				**$5,351,501**				**$8,290,495**
IGA ESCROW DEPOSITS	**$7,764,000**				**$5,532,000**				**$6,660,942**

Description	Activity through January 31, 2025 February 2025	Activity through February 28, 2025 March 2025	Activity through March 31, 2025 April 2025	Activity through April 30, 2025 May 2025	Activity through May 31, 2025 June 2025	Activity through June 30, 2025 July 2025	Activity through July 31, 2025 August 2025	Activity through August 31, 2025 September 2025	Activity through September 30, 2025 October 2025	Activity through October 31, 2025 November 2025	Activity through November 30, 2025 December 2025	Activity through December 31, 2025 January 2026	Planned February 2026	Planned March 2026
Basic Services	$ 745,163	$ 499,762	$ 498,028	$ 378,063	$ 258,692	$ 254,130	$ 248,300	$ 248,197	$ 248,033	$ 186,383	$ 64,399	$ 63,092	$ 87,363	$ 24,767
Additional Services	$ 283,233	$ 83,116	$ 205,871	$ 183,722	$ 253,965	$ 236,036	$ 198,526	$ 203,231	$ 204,163	$ 234,542	$ 274,396	$ 177,535	$ 240,258	$ 240,258
MONTHLY SUBTOTAL	**$ 1,028,396**	**$ 582,878**	**$ 703,899**	**$ 561,785**	**$ 512,657**	**$ 490,166**	**$ 446,826**	**$ 451,428**	**$ 452,196**	**$ 420,925**	**$ 338,795**	**$ 240,627**	**$ 327,621**	**$ 265,025**
									TOTAL PHASE II CONTRACT	**$ 19,956,942**				

DuPage Water Commission
WaterLink Extension
Phase II Design Schedule

ID	Task Name	Duration	Start	Finish
1	**DWC WATERLINK PHASE II DESIGN**	**557 days**	**Mon 6/3/24**	**Fri 12/12/25**
29	**BIDDING PHASE**	**306 days**	**Fri 5/23/25**	**Wed 3/25/26**
30	TW-6/25 Section 1 (Book Rd) | Advertise-Bid Open	39 days	Fri 5/23/25	Tue 7/1/25
31	TW-6/25 Section 2A & 2B | Advertise-Bid Open	35 days	Fri 9/26/25	Fri 10/31/25
32	TW-6/25 Section 2C, 3A, 3B | Advertise-Bid Open	42 days	Fri 11/7/25	Fri 12/19/25
33	FW-1/25 Section 1 & 2 | Advertise-Bid Open	40 days	Fri 12/29/25	Wed 2/05/26
34	FW-1/25 Section 3 | Advertise-Bid Open	47 days	Fri 1/23/26	Wed 3/11/26
35	MS 22/25 | Advertise-Bid Open	47 days	Fri 1/30/26	Wed 3/18/26
36	TW-6/25 Section 3C | Advertise-Bid Open	47 days	Fri 2/6/26	Wed 3/25/26
37	FW-1/25 Section 4 | Advertise-Bid Open	47 days	Fri 2/6/26	Wed 3/25/26
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
40	TW-6/25 Section 2A & 2B | Construction	729 days	Thu 11/20/25	Fri 11/19/27
41	TW-6/25 Section 2C, 3A, 3B | Construction	729 days	Thu 1/15/26	Fri 1/14/28
42	FW-1/25 Section 1 & 2 | Construction	690 days	Thu 3/12/26	Mon 1/31/28
43	MS 22/25 | Construction	659 days	Thu 4/16/26	Fri 2/4/28
44	TW-6/25 Section 3C | Construction	690 days	Thu 4/16/26	Mon 3/6/28
45	FW-1/25 Section 3 | Construction	659 days	Thu 4/16/26	Fri 2/4/28
46	FW-1/25 Section 4 | Construction	659 days	Thu 4/16/26	Fri 2/4/28
47	**COMMISSIONING**	**90 days**	**Mon 4/3/28**	**Sun 7/2/28**
48	Commissioning WaterLink System	90 days	Mon 4/3/28	Sun 7/2/28



Progress Report

Date: December 03, 2025

Project: Lake Michigan Water Supply Initiative

To: Paul May, General Manager, DuPage Water Commission

Ramesh Kanapareddy, Executive Director, NSMJAWA

From: Pete Mulvaney, Consor

Reviewed By: Guy Carpenter, Woolpert

Re: November progress

Scope of Work

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

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

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

Progress

Progress in November consisted of:

- Weekly status meetings with DWC General Manager and NSMJAWA Executive Director
- Prepared and presented an update to the DWC Board Meeting
- Prepared and presented progress to the NSMJAWA Executive Committee (focused on Governance)
- Prepared and presented Business Case and Governance to the NSMJAWA Board
- Conducted additional stakeholder interviews and prepared report
- Refined the Comprehensive Plan Chapters
    - Business Case – second round of comments
    - Communications – First round of comments

- Risk Chapter – review complete
- Program Manager Approach –sent for first round of comments
- Contract Approach – sent for first round of comments
- Program Procurement – no action

- Prepared visual aids

Forecast

In December, the Technical Advisory Team will

- Prepare a Final Draft of the Comprehensive Plan, including Executive Summary that is characterized by infographics to facilitate quick, high-level understanding
- Prepare and facilitate stakeholder meetings
  - USACE
  - RailPros
  - IDNR
  - Glencoe Stakeholders
- Develop scope for independent cost estimator
- Update the Charter
- Facilitate NSMJAWA discussion regarding governance
- Prepare a "glossy" executive summary of the Comprehensive Plan
- Present results of the stakeholder interviews
- Advance strategic communications actions and exposure of collateral materials to NSMJAWA executive committee

Progress Report

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

Scope of Work

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

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

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

Progress

Progress in December consisted of:

- Weekly status meetings with DWC General Manager and NSMJAWA Executive Director
- Prepared and presented progress to the NSMJAWA Executive Committee (Governance follow-up)
- A Governance Workshop with NSMJAWA EC, resulted in the establishment of a regular special meeting of the EC for in-depth discussions to discuss the Lake Michigan Water Supply Initiative topics. This workshop was the catalyst to establish a Steering Committee that will kick off in January 2026.
- Conducted additional stakeholder interviews and prepared report
    - Presented findings
    - Prepared Memo and ppt

- Updated and formatted the Charter
- Drafted the Comprehensive Plan Chapters
  - Prepared Executive Summary
  - Reviewed all chapters – first round of comments addressed

Forecast

In January, the Technical Advisory Team will

- Present the Comprehensive Plan to DWC (Jan 15) and NSMJAWA EC (Jan 22)
- Facilitate the Steering Committee (Jan 26 or 28)
- Prepare Comprehensive Plan Webinars (Feb 3 and 9)
- Prepare communications per plan

Resolution #: R-01-26	
Account: As Determined by Assignment	
Approvals: *Author / Manager / Finance / Admin*	
	RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 1/8/2025

Description: **A Resolution Approving Task Order No. 01 under a Master Contract with GWV Engineers, Inc.**

Agenda Section: Engineering & Construction

Originating Department: Operations & Instrumentation

The Commission entered into a Master Contract with GWV Engineers, Inc., on August 23, 2021, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-1-26 would approve the following Task Order to the Master Contract:

Task Order No. 01: Indeterminate Assistance

Task Order No. 01 is for indeterminate engineering services associated with electrical, controls, and energy engineering. These services would be for assistance in the investigation and mitigation of issues which may be identified from time to time during emergency repair work or routine maintenance of the Commission's electrical systems.

Indeterminate assistance would be assigned on an as-needed basis. The not-to-exceed cost for each assignment is $20,000.

Recommended Motion:

To approve R-1-26.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-1-26

A RESOLUTION APPROVING A TASK ORDER NO. 01 UNDER A MASTER CONTRACT
WITH GWV ENGINEERS, INC.

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with GWV Engineers, 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 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.				
Greany, 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-1-26.docx

EXHIBIT 1

GWV Engineers, Inc.

Task Order No.01

TASK ORDER NO. 01

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

1. **Project**:

   Indeterminate Engineering Assistance

2. **Services of Consultant**:

   As may be assigned by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

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

   As may be assigned by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

4. **Commencement Date**:

   As may be assigned by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

5. **Completion Date**:

   As may be assigned by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

6. **Submittal Schedule**:

   As may be assigned by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

7. **Key Project Personnel**:

   As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

8. **Contract Price**:

   As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing, but not to exceed $20,000.00 per assignment except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments**:

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

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

10. **Special Safety Requirements**:

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

11. **Modifications to Contract**:

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

12. **Attachments**:

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

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

The Effective Date of this Task Order is January 16, 2026.

DUPAGE WATER COMMISSION

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

DWC DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:	R. Christopher Bostick
Title:	Manager of Water Operations
Address:	600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address:	bostick@dpwc.org
Phone:	(630) 834-0100
Fax:	(630) 834-0120

GWV ENGINEERS, INC.

By: ___________________________________

Name: Brian R. Goldman, P.E.

Title: President, Principal

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:	Brian R. Goldman, P.E.
Title:	President, Principal
Address:	207 E. Ohio St., Chicago, Illinois 60611
E-mail Address:	brian.goldman@gwv-eng.com
Phone:	(312) 507-9647
Fax:	

Resolution #: R-2-26	
Account: 01-60-663100	
Approvals: *Author / Manager / Finance / Admin*	
	D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 1/8/2026

Description: **A Resolution to Approve & Ratify Certain Work Authorization Orders Under Quick Response Contract QR-13/25.**

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

The Commission entered into certain agreements dated June 30, 2025, with John Neri Construction Co. Inc., Rossi Contractors Inc., and Benchmark Construction Co., Inc. for Quick Response construction work, as needed, through the issuance of Work Authorization Orders (Contract QR-13/25) and ending on June 30, 2027. Resolution No. R-2-26 would approve the following Work Authorization Orders under the Quick Response Contracts.

Work Authorization Order No. 13.006 to Benchmark Construction Co, Inc.
As part of the original construction of DWC remote facility under contract MS 3/87 (2-Train Metering Stations), the contractor submitted - and received approval for - the use of a prefabricated steel manifold header to divide the feeder main into two smaller mains to accommodate station metering.

In May 2024, one such manifold developed several small leaks. During repairs, it was determined that this manifold had become electrically shorted to the substructure's concrete foundation reinforcing steel, creating a corrosion cell that caused deterioration of the steel pipe manifold. Subsequent testing of similar facilities revealed the same condition.

A proposed mitigation measure for these facilities was the installation of a Sacrificial Anode System (SAS); however, this option proved to be both cost-prohibitive and structurally unfeasible. This resolution outlines an alternative solution whereby the station manifold will be excavated and replaced with new Ductile Iron Pipe that will be electrically isolated from the substructure's reinforcing steel system.

Staff solicited cost estimates for this work from all QR-13/25 contractors. The results are summarized below:

Company	Estimated Cost
Benchmark Construction Co., Inc.	$60,753.05
John Neri Construction Co., Inc.	$63,500.00
Rossi Contractors, Inc.	$135,060.00

Resolution R-2-26 seeks approval of Work Authorization Order No. 006 with Benchmark Construction Co., Inc. for the work described in Exhibit 1 to this resolution. The total estimated cost of this work is expected to be $66,828.36, which includes the estimated cost of construction as well as a 10% contingency to account only for field changes deemed necessary by Commission staff.

Recommended Motion:

To adopt Resolution No. R-2-26.

RESOLUTION NO. R-2-26

A RESOLUTION APPROVING CERTAIN WORK AUTHORIZATION ORDERS UNDER QUICK RESPONSE CONTRACT QR-13/25

WHEREAS, the DuPage Water Commission (the" Commission") entered into certain agreements dated June 30, 2025, with John Neri Construction Co., Inc., Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work related to the Commission's Waterworks System (said being hereinafter collectively referred to as "Contract QR-13/25");

WHEREAS, Contract QR-13/25 is intended to allow the Commission to direct one or more or all the quick response contractors to perform quick response construction work, including without limitation construction, alteration, and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the scope for quick response construction work could not have been reasonably foreseen at the time the contracts were signed;

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

<u>SECTION ONE</u>: The foregoing recitals are by this reference incorporated herein and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission.

<u>SECTION TWO</u>: The work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the work

Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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

ADOPTED THIS __________ DAY OF ______________________, 2026.

____
James F. Zay, Chairman

ATTEST:

____
Danna Mundall, Clerk
Board/Resolutions/2026/R-2-26.docx

EXHIBIT 1

QR-13/25 Work Authorization Order No 13.006

Benchmark Construction Co., Inc, Proposal #211506-1

WORK AUTHORIZATION ORDER

SHEET _1_ OF _2_

CONTRACT QR-13/25: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-13.006

LOCATION:

Meter Station 1B at 1011 W. Fullerton Avenue in the Village of Addison

CONTRACTOR:

Benchmark Construction Co., Inc.

DESCRIPTION OF WORK:

Provide and maintain traffic and pedestrian controls; dewater isolated section of main; excavate, locate, and replace steel manifold header pipe with Ductile Iron Pipe that will be electrically isolated from the structure's reinforcing steel system; backfill the excavation with suitable materials; disinfect the isolated section of water main, restore all disturbed areas to the satisfaction of the permitting authority, and all other work as necessary or as directed by the Commission.

REASON FOR WORK:

To excavate and replace the station's steel manifold header pipe with new Ductile Iron Pipe that will be electrically isolated from the structure's reinforcing steel system.

MINIMUM RESPONSE TIME:

N/A

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

Specified in attached Drawings.

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

☐ **IS** ☒ **IS NOT** **PRIORITY WORK**

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

Attached

DuPAGE WATER COMMISSION

By: ______________________________
Signature of Authorized Representative

DATE: ______________________________

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: __________________________ Safety Rep: ______________________________
Signature of Authorized Representative — Name and 24-Hr Phone No.

DATE: __________________________

Benchmark Construction Co., Inc.

General Construction / Construction Management / Engineering Services

City Office:
3349 S. Kedzie Ave.
Chicago, IL 60623
(773) 247-0881

Suburban Office:
2260 Southwind Blvd.
Bartlett, IL 60103
(630) 497-1700 Office
(630) 497-1737 Fax

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

Location: Metering Station 1B @ 1011 W. Fullerton Ave in Addison
Dates of Work:

Invoice #: **211506-1**
Date:

Description of Work: Replace steel manifolds into pump station.

LABOR	ST Hours	1-1/2 T Hours	2 T Hours	Rate	Insurance Amount	Payroll Amount	
Operator, Class I Jose Guerrero Jr	24.00	7.50		66.00	2,079.00	2,326.50	
Operator, Class I Jesus Carmona				41.05	0.00	0.00	
Foreman, Laborer Nick Hinojosa	24.00	6.00		79.55	2,386.50	2,625.15	
Topman Laborer, Jean Noisette	24.00	6.00		51.90	1,557.00	1,712.70	
Driver, Matt Reed	8.00	1.00		47.70	429.30	453.15	
Driver, Adan Hernandez	8.00			43.90	351.20	351.20	
Topman Laborer, Roberto Linares	24.00	6.00		51.40	1,542.00	1,696.20	
Topman Laborer, Eduardo Guijarro	24.00	6.00		51.40	1,542.00	1,696.20	
Subtotal, Labor	136.00	32.50	0.00		9,887.00	10,861.10	
Operators Union Benefits		31.50	hrs @	49.38		1,555.47	
Drivers Union Benefits		17.00	hrs @	29.07		494.19	
Laborers Union Benefits		120.00	hrs @	34.53		4,143.60	
						0.00	
Subtotal, Benefits		168.50				6,193.26	
Subtotal, Labor						17,054.36	
Plus 30% Markup						5,116.31	
Subtotal, Labor							22,170.67
TOTAL LABOR							**$22,170.67**

I hereby certify that the above statement is a copy of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs

Benchmark Construction Co., Inc.

(continued)

Location: Metering Station 1B @ 1011 W. Fullerton Ave in Addison
Dates of Work:

Invoice #: **211506-1**
Date:

EQUIPMENT	Hours	Rate	Amount	
Ram 3500/4500 Service Truck	36.00	69.42	2,499.12	
Volvo L60H	36.00	57.00	2,052.00	
Komatsu 228 Excavator	36.00	87.90	3,164.40	
Lowboy Tractor & Trailer	9.00	99.27	893.43	
Case TV380 Skid Steer	36.00	94.69	3,408.84	
Air Compressor	8.00	43.90	351.20	
			0.00	
Light Plant	1.00	207.00	207.00	
NTS Trench Box Rental	1.00	1,671.94	1,671.94	
			0.00	
Subtotal Equipment			14,247.93	
10% Mark up on equipment			$1,424.79	
TOTAL EQUIPMENT				15,672.72

MATERIAL	Qty.	U of M	Price	Amount	
Prairie Materials- Concrete	1	INV	1,606.75	1,606.75	
Ziebell Water- CL52 pipe, sleeve, megalug T-head	1	INV	2,628.20	2,628.20	
Mid-American Water	1	INV	6,268.94	6,268.94	
McCann	1	INV	159.31	159.31	
Heidelberg Materials (CA-7 & CA-6)	1	INV	761.87	761.87	
Romeoville Development (Dump Fees)	1	INV	760.00	760.00	
Home Depot	1	INV	444.86	444.86	
Straughn Farm (Topsoil)	1	INV	525.00	525.00	
Subtotal Material				13,154.93	
10% Mark up on material purchased				1,315.49	
TOTAL MATERIAL					14,470.42

SUBCONTRACTORS	Qty.	U of M	Price	Amount	
ATM	1	INV	6,912.00	6,912.00	
Smith Maintenance (Traffic Control)	1	INV	630.00	630.00	
				0.00	
				0.00	
LRS- Portable toilet	1	INV	130.03	130.03	
Subtotal Subs.				7,672.03	
10% Mark up on Subs.				767.20	
TOTAL SUBCONTRACTOR					8,439.23

TOTAL AMOUNT DUE **$60,753.05**

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

Resolution #: R-3-26	
Account: 01-60-663100	
Approvals: *Author / Manager / Finance / Admin*	
D.P. RCB CAP PDM	

REQUEST FOR BOARD ACTION

Date: 1/8/2026

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

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

The Commission entered into certain agreements dated February 15, 2024, with Homestead Electrical Contracting, LLC, McWilliams Electric Co. Inc., and Volt Electric, Inc., for quick response electrical work as needed, through the issuance of Work Authorization Orders (Contract QRE-10/24). Resolution No. R-3-26 approves the following Work Authorization Orders under the Quick Response Electrical contracts.

Work Authorization Order No. 005 to McWilliams Electric Co. Inc.

The work authorization was issued, and work began, prior to Board approval because it was necessary to repair three conduits connecting the Remotely Operated Valve 8A control junction cabinet to the valve vault in the Village of Downers Grove. This valve is critical infrastructure within the DuPage Water Commission distribution system and required immediate repairs. The three subject conduits were damaged on December 12, 2025, by a crew excavating for storm sewer piping installation for the Illinois Department of Transportation during roadway improvements on IL-56, Butterfield Road. DWC staff had previously located and marked these conduits as required by State Statute aka JULIE. Work included removal of damaged conduits and wiring, installation of three new rigid conduits, wiring and conductors, and removal of all material and components that were demolished.

Since McWilliams Electric Co. Inc. was able to mobilize immediately upon request for repair work, Work Authorization Order No. 13.005 was issued to McWilliams Electric Co. Inc.

Resolution R-33-26 ratifies approval of Work Authorization Order No. 13.005 to McWilliams Electric Co. Inc. for the work as described in Exhibit 1 to this resolution, at the cost of $3,915.49.

Additional time and material supplied by DWC Staff will be included in seeking remuneration by the excavation contractor responsible for causing the damages.

Recommended Motion: To adopt Resolution R-3-26

RESOLUTION NO. R-3-26

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

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

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

WHEREAS, the scope for quick response electrical work could not have been reasonably foreseen at the time the contracts were signed;

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

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

SECTION TWO: The work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the work

Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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

ADOPTED THIS __________ DAY OF _______________________, 2026.

____
James F. Zay, Chairman

ATTEST:

____
Danna Mundall, Clerk
Board/Resolutions/2026/R-3-26.docx

EXHIBIT 1

Work Authorization Order # 13.005 and

McWilliams Electric Co. Invoice dated December 18, 2025

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-10/24: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-10.005

LOCATION:

ROV 8A in the Village of Downers Grove

CONTRACTOR:

McWilliams Electric Company

DESCRIPTION OF WORK:

1. Install 3 (three) 1-1/4" rigid conduits and wiring from ROV 8A control box to remotely controlled valve vault at 18" below grade. The customer will connect new wiring to the equipment.
2. Clean up and remove all material and components that were demolished.

REASON FOR WORK:

To install 3 electric conduits damaged by contractor installing storm pipes. The valve is a critical isolation and control valve within the Commission's distribution system.

MINIMUM RESPONSE TIME:

N/A

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

None

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

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

N/A

DUPAGE WATER COMMISSION

By: [redacted]
Signature of Authorized Representative

DATE: 12/12/2025

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

[redacted]

By: ________________
Signature of Authorized Representative

Safety Rep [redacted]
Name and 24-Hr Phone No.
708-289-4762

DATE: December 12, 2025

McWilliams Electric Co., Inc.
General Electrical Design Build
Contracting Engineers
"Established Nineteen-Hundred Twenty-Two"

Over 100 Years of Service
Since 1922

TSD
Technology Solutions Division
of McWilliams Electric Co., Inc.

December 18, 2025

Mr. Dariusz Panaszek
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126-4642

Re: QRE-10/24
ROV 8A in the Village of Downers Grove
Work Authorization Order No. QR-10.005
Invoice No. 87391

Dear Mr. Panaszek

Attach is our December invoice for $ 3,915.49 for authorization order QR-10.005 to install (3) 1-1/4" rigid conduits and wiring from ROV 8A control box to remotely controlled valve vault at 19" below grade.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Scott Swayze

Scott Swayze
Sr. Vice President

NECA
National Electrical Contractors Association

1401 Rodenburg Road, Schaumburg, IL 60193
(847) 301-2600 Fax (847) 301-2688
www.mcwilliamselectric.com

Bicsi
CORPORATE MEMBER

McWilliams Electric Company Inc.

1401 Rodenburg Road
Schaumburg, IL 60193

Phone (847)301-2600 Fax (847)301-2688

Invoice# 87391

Date 12/18/2025 **Page#** 1

Job ID 1104326

DWC / ROV Misc. Work Lu 701 (TE)(T&M)

Customer ID 1155

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

Phone (630)834-0100 **Fax** (630)834-0120

PO# QR-10.005

Description	Total
Work Completed thru December:	$3,915.49

Net Amount Due **$3,915.49**

Resolution #: R-4-26
Account: 01-60-662700

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

REQUEST FOR BOARD ACTION

Date: 1/8/2026

Description: **A Resolution Approving and Authorizing the Execution of a Master Contract with V3 Companies, Ltd., for Professional Consulting Services and Authorization of Task Order No. 1 – Development of Standard Traffic Control Plans for Select Commission Facilities**

Agenda Section: Engineering & Construction

Originating Department: Administration

Commission staff are required to perform periodic inspection and maintenance services at various points of access throughout the distribution system, within or immediately adjacent to public roadways. This work typically includes the removal of a manhole lid and temporary installation of equipment typical of confined space entries, for staff entry into the below-grade structure so that the necessary work can be performed. To enhance staff safety at the selected sites, the Commission solicited Requests for Proposals from engineering firms to develop standard traffic control plans following the minimum requirements of the Manual of Uniform Traffic Control Devices, IDOT Standard Specifications for Road and Bridge Construction, and any other additional requirements of the associated Authority Having Jurisdiction. Proposals were submitted by six firms, and evaluated in accordance with required QBS (Qualification Based Selection) standards.

After reviewing each proposal, it was determined that V3 Companies, Ltd. (V3) was most qualified for this work. V3 has not previously entered into a Master Services Agreement (MSA) with the Commission. As such, Resolution R-4-26 includes the Authorization to enter into an MSA with V3 as well as approval of Task Order No. 01, to provide engineering services in the development of standard traffic control plans for select Commission facilities in the not-to-exceed amount of $256,528.

It should be noted that the full scope of work is not expected to be completed all at once, but rather in smaller groupings over the course of multiple fiscal years. Staff will manage the ongoing workload based on ongoing budgetary impacts.

Recommended Motion:

To adopt Resolution R-4-26

DuPAGE WATER COMMISSION

RESOLUTION NO. R-4-26

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A MASTER AGREEMENT WITH V3 COMPANIES, LTD. FOR PROFESSIONAL SERVICES AND AUTHORIZATION OF TASK ORDER NO. 01

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

WHEREAS, the Commission desires to obtain from time to time, and V3 Companies, Ltd., a corporation organized and existing under the laws of Illinois ("Consultant"), desires to provide from time to time, professional engineering services in connection with the study of projects as delineated by the Commission; and

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

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

WHEREAS, the Consultant has developed the Scope of Services attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 2, which is approved and will be formalized into Task Order No. 01 under the MSA.

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

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

SECTION TWO: A Master Contract between the DuPage Water Commission and V3 Companies, Ltd. for Professional Engineering Services, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and hereby is approved and the General Manager shall be and hereby is authorized and directed to execute the Master Agreement in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Master Agreements shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Master Agreements executed by V3 Companies, Ltd.

SECTION THREE: Upon execution of the Master Contract on behalf of the Commission pursuant to Section Two above, Task Order No. 01 to the Master Contract, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 2, with such modifications as may be required or approved by the General Manager, shall be and hereby is approved and the General Manager shall be and hereby is authorized and directed to execute Task Order No. 01 to the Master Contract in substantially the form attached hereto as Exhibit 2, with such modifications as may be required or approved by the General Manager; provided, however, that Task Order No. 01 to the Master Contract shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Task Order No. 01 executed by V3 Companies, Ltd. Upon execution by the General Manager, Task Order No. 01 to the Master Contract, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

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

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

ADOPTED THS ___________DAY OF _______________, 2026

____
James F. Zay, Chairman

ATTEST:

____
Danna Mundall, Clerk
Board/Resolutions/2026/R-4-26.docx

EXHIBIT 1

EXHIBIT 2

TASK ORDER NO. 01

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and V3 Companies, Ltd. ("Consultant"), for Professional Engineering Services dated January 15, 2026 (the "Contract"), Owner and Consultant agree as follows:

1. **Project**: Development of Standard Traffic Control Plans for Select Commission Facilities

   This task order authorizes Consultant (V3) to provide professional consulting services to support the Owner (DuPage Water Commission) for developing temporary traffic control plan exhibits for approximately 110 selected remote sites.

2. **Services of Consultant**:

   A. Basic Services:

   Task 1 – Coordination and Meetings

   A. Participate in a kickoff meeting and up to two (2) progress meetings

   B. Participate in a meeting to discuss draft report (see Task 4 below)

   C. Conduct any additional meetings and field investigations with Commission Staff, as necessary to complete the Work

   Task 2 – Existing Facility and Site Information

   A. Obtain and use existing Commission data for evaluation, including all available record drawings (PDF only, CAD drawings are not available)

   B. Access the most recent aerials/right-of-way data from all applicable Authorities Having Jurisdiction (AHJ).

   C. Conduct any supplemental survey work that may be needed

   Task 3 – Evaluation

   Determine traffic control needs including MUTCD and IDOT requirements, local AHJ's, and best practices. Each site exhibit shall include the following information:

   A. Recent aerial imagery shall be used as the exhibit background

B. Each exhibit shall clearly identify the AHJ and provide a current phone number/email address

C. Each exhibit shall identify any need for coordination with the AHJ, along with required durations, if applicable (e.g. "Village of XXXX shall be contacted no less than 48 hours prior to setup of traffic control measures")

D. The location of the proposed work zone shall be identified

E. Locations of equipment, vehicle and material storage shall be identified

F. Locations of all required signage, message board(s), cones, drums, type I/type III barricades shall be identified, along with their respective spacing and/or distance from the proposed work zone or other site features, as applicable

G. A table summarizing all traffic control to be used at each site

H. Traffic control shall safely address both vehicle and pedestrian traffic, as applicable

I. Provisions for emergency vehicle access shall be considered, if applicable, and shall be described on the exhibit when required at a particular site

J. For sites where traffic signals are present, any priority/preemption coordination that may be necessary shall be described on the exhibit

Task 4 – Draft Report

Prepare draft Traffic Control Plans for 20-25 pre-selected sites, in the format required, for Commission Staff to evaluate.

Task 5 – Consultant Deliverables

Upon Commission Staff approval of the draft Traffic Control Plans, prepare Final Traffic Control Plans for each of the identified sites in the following format:

A. A reproducible PDF booklet, set to print as 11x17 exhibits

B. A CAD file (compatible with AutoCAD Civil 3D) with pages sized to print at 22"x34" and 11"x17"

B. Additional Services:

None

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

None

4. **Commencement Date**:

January 15, 2026

5. **Completion Date**:

Six months following the Notice to Proceed plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule**:

None

7. **Key Project Personnel**:

Jason Holy – Project Manager

Casey Wasowicz – Design Engineer

Dave Pung – CAD Technician

Grant Van Bortel – Surveyor

Jennifer Prince – Permitting

8. **Contract Price**:

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

Task	Lump Sum
Task 1 – Coordination and Meetings	$3,803
Task 2 – Existing Facility and Site Information	$32,070
Task 3 – Evaluation	$52,628
Task 4 – Draft Report	$4,885
Task 5 – Consultant Deliverables	$163,142
TOTAL	**$256,528**

9. **Payments**:

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

10. **Special Safety Requirements**:

None

11. **Modifications to Contract**:

None

12. **Attachments**:

None

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

The Effective Date of this Task Order is ____________________, 2026.

DUPAGE WATER COMMISSION

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

COMMISSION DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Ashley Spain, P.E.

Title: Project Engineer

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

E-mail Address: spain@dpwc.org

Phone: 630-834-010

V3 COMPANIES, LTD.

By: ______________________________

Name: Vincent J. DelMedico

Title: Vice President

CONSULTANT DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Vince Del Medico, P.E.

Title: Vice President – Director of Transportation and Municipal Engineering

Address: 7325 Janes Avenue, Woodridge, IL 60517

E-mail Address: vdelmedico@v3co.com

Phone: 630-724-9200

MASTER CONTRACT BETWEEN

DUPAGE WATER COMMISSION

AND

V3 COMPANIES, LTD.

FOR

PROFESSIONAL ENGINEERING SERVICES

MASTER CONTRACT BETWEEN

DuPAGE WATER COMMISSION

AND

V3 COMPNIES, LTD.

FOR

PROFESSIONAL ENGINEERING SERVICES

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MASTER CONTRACT BETWEEN

DuPAGE WATER COMMISSION

AND

V3 COMPANIES, LTD.

FOR

PROFESSIONAL ENGINEERING SERVICES

In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and V3 Companies, Ltd., 7325 Janes Avenue, Woodridge IL 60517, a Corporation, ("Consultant"), make this Contract as of the 15th day of January, 2026, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

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

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

2. Approvals. Procure and furnish all approvals and authorizations specified in the Task Order for such Project.

3. Insurance. Procure and furnish all certificates of insurance specified in this Contract and such other certificates and policies of insurance as may be specified in the Task Order for such Project.

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

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

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

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

A. Submittals Required. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall submit to Owner all reports, documents, data, and information specifically set forth in the Task Order for such Project or otherwise required to be submitted by Consultant under this Contract and shall, in addition, submit to Owner all such reports, documents, data, and information as may be requested by Owner to fully document the Services for such Project ("Required Submittals").

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

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

1.4 Review and Incorporation of Contract Provisions

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

1.5 Financial and Technical Ability to Perform

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

1.6 Time

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

1.7 Consultant's Personnel and Subcontractors

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

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

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

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

1. It is expressly understood by the parties that Consultant's responsibility for safety conditions shall be strictly limited to its employees, subcontractors, and representatives. It is expressly understood by the parties that Owner's responsibility for safety conditions shall be strictly limited to its employees, subcontractors, and representatives.

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

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

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

4. Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by Owner's construction contractors. Nor shall Consultant be responsible for the supervision of Owner's construction contractors, subcontractors or of any of their employees, agents and representatives of such

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

1.8 Owner's Responsibilities

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall, at its sole cost and expense and except as otherwise provided in the Task Order for such Project: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require Board approval of Owner; (b) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) review and comment on all Required Submittals and other reports, documents, data, and information presented by Consultant; (h) except as otherwise provided in the Task Order for the Project, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (i) except as provided in Article IV of this Contract, provide all accounting, insurance, and legal counseling services as may be necessary from time to time in the sole judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under the Task Order for the Project or this Contract. Information as to the location of Owner's existing facilities and data and recommendations received from other consultants have been indicated or provided solely for the convenience of Consultant. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information and such information is not guaranteed.

1.9 <u>Owner's Right to Terminate or Suspend Services for Convenience</u>

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

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

ARTICLE II
<u>CHANGES AND DELAYS</u>

2.1 <u>Changes</u>

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

2.2 Delays

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

2.3 No Constructive Change Orders

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

ARTICLE III
CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Standard of Care

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

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

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

3.2 Corrections

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

3.3 Risk of Loss

INTENTIONALLY OMITTED.

ARTICLE IV
FINANCIAL ASSURANCES

4.1 Insurance

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

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

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

   (a) Worker's Compensation: Statutory;

   (b) Employer's Liability:

   $500,000 injury-per occurrence

   $500,000 disease-per employee

   $500,000 disease-policy limit

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

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

All employees shall be included as insureds.

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

   (a) Each Occurrence: $1,000,000

   (b) General Aggregate: $2,000,000

   (c) Completed Operations Aggregate: $2,000,000

   (d) Personal Injury: $1,000,000

   Coverages shall include:

   - Broad Form Property Damage Endorsement

   - Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)

4. Professional Liability Insurance. With a limit of liability of not less than $1,000,000 per claim and $2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of Consultant's negligence or willful misconduct under the Contract and each Task Order issued pursuant to this Contract. Such insurance, or such insurance as may then be commercially available in the marketplace, shall be maintained for a one year period from and after Final Payment.

5. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

6. Owner as Additional Insured. Owner shall be named as an Additional Insured on the following policies:

   Commercial Motor Vehicle Liability

   Commercial General Liability

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

4.2 Indemnification

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

ARTICLE V
PAYMENT

5.1 Contract Price

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

5.2 Taxes, Benefits and Royalties

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

5.3 Progress Payments

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

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

5.4 Final Acceptance and Final Payment

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

5.5 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, for each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under such Task Order such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete, or contain errors; (2) damage for which Consultant is liable under this Contract and not covered by insurance; (3) liens or claims of lien regardless of merit unless bonded over by Consultant or unless such liens were a result of Owner's failure to comply with its payment obligations in this Contract; (4) delay in the progress or completion of the Services unless due to causes that could not be avoided or controlled by Consultant; (5) inability of Consultant to complete the services due to no fault of Owner or its employees, agents, and contractors; (6) failure of Consultant to properly complete or document any pay request; or (7) any other failure of Consultant to perform any of its obligations under the Task Order for such Project and this Contract; provided, however, that Owner has provided Consultant with advance written notice of any such event, and Consultant has failed to cure or if efforts to cure with due diligence such matter within ten business days after receipt of such written notice.

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

5.6 Accounting

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

ARTICLE VI
REMEDIES

6.1 Termination for Default

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

1. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, nonconforming or incomplete, or contain errors; to accelerate all or any part of the Services; and to take any or all other action necessary to bring Consultant and the Services into compliance with this Contract.

2. Owner may accept the Services that are defective, nonconforming, incomplete, or dilatory, or contain errors, or part thereof, and make an equitable reduction in the Contract Price.

3. Owner may withhold from any Progress Payment or Final Payment in accordance with this Agreement, whether or not previously approved.

4. If Owner terminates this Contract due to Consultant's Event of Default, Owner may seek recovery of direct damages actually incurred by Owner in completing or correcting the Services.

6.2 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII
LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract, and all Task Orders issued pursuant to this Contract, shall be binding upon Owner and Consultant and upon their respective affiliates, subsidiaries, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to its affiliates, subsidiaries and permitted successors.

7.2 Relationship of the Parties

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

7.3 No Collusion/Prohibited Interests

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

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

Consultant hereby represents and warrants that neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Services or will participate, in any manner whatsoever, in the Services is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Services or will participate, in any manner whatsoever, in the Services is, directly or indirectly, engaged in, or facilitating, the Services on behalf of any such person, group, entity or nation.

7.4 Assignment

Consultant shall not (1) assign this Contract or any Task Order issued pursuant to this Contract, in whole or in part, (2) assign any of Consultant's rights or obligations under this Contract or any Task Order issued pursuant to this Contract, or (3) assign any payment due or to become due under this Contract or any Task Order issued pursuant to this Contract without the prior express written approval of Owner, which shall not be be unreasonably withheld, conditioned, or delayed; provided, however, that Owner's prior written approval shall not be required for: (i) assignment of this Contract, in its entirety, to an affiliate or in connection with a merger, acquisition, corporate reorganization, or the sale of all or substantially all of its assets related to this Contract; or (ii) assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract or any Task Order issued pursuant to this Contract, in whole or in part, or any or all of its rights or obligations under this Contract or any Task Order issued pursuant to this Contract, without the consent of Consultant.

7.5 Confidential Information

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

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

7.6 <u>Security</u>

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

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

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

No Consultant personnel, including subcontractor personnel, will be granted unescorted access to Owner's facilities, nor shall any Consultant personnel, including subcontractor personnel, be engaged to perform Services under a Task Order issued pursuant to this Contract for which such Task Order requires the background of off-site personnel to be investigated, until any background investigation required by Owner has been successfully completed. Owner reserves the right to order Consultant to remove from Owner's facilities any personnel, including subcontractor personnel, who Owner determines pose a threat to the security of Owner or its facilities. Any such person so removed shall not be engaged again on the Services.

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

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

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

7.7 No Waiver

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

7.8 No Third Party Beneficiaries

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

7.9 Notices

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

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

DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: Paul D. May P.E., General Manager

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

V3 Companies, Ltd.
7325 Janes Avenue
Woodridge, IL 60517
Attention: Vince Del Medico, P.E.

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

By notice complying with the requirements of this Section 7.9 Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

7.10 Governing Laws

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

7.11 Changes in Laws

INTENTIONALLY OMITTED.

7.12 Compliance with Laws and Grants

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to such Project or the Services under the Task Order for such Project, provided that Owner furnishes a copy of any such conditions prior to the execution of any Task Order.

7.13 Documents

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

Nothing in this paragraph shall constitute or be constructed to be any representation by the Consultant that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by the Owner shall be at the Owners sole risk and without liability or legal exposure to Consultant.

7.14 Time

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

7.15 Severability

The provisions of this Contract and each Task Order issued pursuant to this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract or a Task Order issued pursuant to this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract or such Task Order shall be in any way affected thereby.

7.16 Entire Agreement

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

7.17 Amendments

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

7.18 Cumulative Remedies

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

7.19 Limitation of Liability

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

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

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

(SEAL)

Attest/Witness:	**DuPAGE WATER COMMISSION**
By: ____________	By: ____________ Paul D. May, P.E.
Title: ____________	Title: General Manager
Attest/Witness:	**V3 COMPANIES, LTD.**
By: ____________ Vincent J. DelMedico	By: ____________ Louis J. Gallucci, P.E.
Title: Vice President	Title: President & CEO

ATTACHMENT A

DESCRIPTION OF BASIC SERVICES

[TO BE USED IN DEVELOPMENT OF INDIVIDUAL TASK ORDERS]

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

1. Study and Report Phase. If Study and Report Services are to be provided under a Task Order, such Study and Report Services shall include one or more or all of the following as set forth in the Task Order:

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

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

   c. Provide economic analysis of various alternatives.

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

2. Preliminary Design Phase. If Preliminary Design Services are to be provided under a Task Order, such Preliminary Design Services shall include one or more or all of the following as set forth in the Task Order:

   a. Determine the general scope, extent and character the Project.

   b. Prepare preliminary design documents consisting of drawings, specifications, a written description of the Project and other documents appropriate for Project.

   c. Furnish five copies of the Preliminary Design Documents, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, for review and approval by Owner, and review them in person with Owner.

3. Final Design Phase. If Final Design Services are to be provided under a Task Order, such Final Design Services shall include one or more or all of the following as set forth in the Task Order:

   a. On basis of accepted Preliminary Design Documents and the revised opinion of probable Project Costs and Construction Cost of the Project, prepare pricing and quantity proposal forms, final drawings, and specifications for incorporation in the construction contract documents. Such drawings and specifications shall show the general scope, extent and character of the work to be furnished and performed by the construction contractor.

   b. Assist Owner by providing all required criteria, descriptions and design data and consulting with officials and Owner to obtain permits and to prepare other bidding/negotiation and construction contract documents.

   c. Furnish five copies of the proposal forms, drawings and specifications, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, based upon the drawings and specifications and the other bidding/negotiation and construction contract documents, for review and approval by Owner, and review them in person with Owner.

4. Bidding or Negotiating Phase. If Bidding or Negotiating Services are to be provided under a Task Order, such Bidding or Negotiating Services shall include one or more or all of the following as set forth in the Task Order:

   a. Assist Owner in advertising for and obtaining bids or negotiating proposals. Maintain a record of prospective bidders to whom bidding documents have been issue and attend pre-bid or negotiation conferences.

   b. Issue addenda as appropriate and approved by Owner.

   c. Consult with and advise Owner as to the acceptability of contractors, subcontractors, suppliers and other persons if such acceptability is required by the construction contract documents.

   d. Consult with Owner as to acceptability of proposed substitute materials and equipment.

   e. Attend bid openings, prepare bid or negotiation tabulation sheets, and assist Owner in evaluating bids or proposals and in assembling and awarding construction contracts.

5. Construction Phase. If Construction Services are to be provided under a Task Order, such Construction Services shall include one or more or all of the following as set forth in the Task Order:

   a. Furnish advice and consulting services during the construction period.

   b. Review, return and comment on shop drawings and other equipment drawings furnished by contractors for materials and equipment to be incorporated into the work. Submittals shall be returned within 30 days of receipt by Consultant.

   c. Consult and advise on the interpretation of the construction contracts.

   d. Provide a representative to observe the construction of the work on a daily basis; such representative to be acceptable to Owner at all times. On the basis of such observation, Consultant may disapprove of or reject construction work while it is in progress if it does not conform to the construction contract or will prejudice the integrity of the design concept.

   e. Assist Owner and field personnel in checking laboratory tests of construction materials and equipment which are to be incorporated into the work.

   f. Review contractors' breakdown of cost, material quantities and scheduling.

   g. Prepare monthly estimates and certification of construction progress payments, and report to Owner as required to keep Owner informed on the progress of construction and to allow Owner to perform its obligations under the construction contracts.

   h. Prepare and submit proposed change orders to Owner for its consideration, approval or denial. Consultant shall, when requested, submit recommendations on proposed change orders.

   i. Maintain daily records of construction, including logs of weather conditions, accident reports, work accomplished, manpower, equipment and materials used, and problems encountered.

   j. Schedule and attend preconstruction and job conferences and promptly prepare and circulate minutes thereof to all participants.

   k. Maintain files of correspondence, reports of job conferences, field orders, addenda, change orders, shop drawings, samples, progress reports, product data, submittals, handbooks, operations and maintenance manuals, instructions and other project-related documents.

l. Conduct final inspection of the construction work, and prepare punchlists for corrections and recommend, when the construction work is complete, final payment to the construction contractors.

m. Prepare and continuously update drawings of record, and submit quarterly updates to Owner in electronic CADD files and/or other electronic file format acceptable to Owner operating on an IBM compatible microcomputer under a Windows operating system.

6. Operational Phase. If Operational Services are to be provided under a Task Order, such Operational Services shall include one or more or all of the following as set forth in the Task Order:

   a. Provide assistance in the closing of any financial, refinancing or related transaction for the Project.

   b. Assist Owner in training Owner's personnel to operate and maintain the Project and develop systems and procedures for operation, maintenance and recordkeeping for the Project.

ATTACHMENT B

FORM OF TASK ORDER

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and ***[NAME OF CONSULTANT]*** ("Consultant"), for Professional Engineering Services dated ***[DATE]*** (the "Contract"), Owner and Consultant agree as follows:

1. **Project**:

   [Insert Title, Description and Scope of the Project]

2. **Services of Consultant**:

   A. Basic Services:

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

   B. Additional Services:

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

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

   [List or state "none"]

4. **Commencement Date**:

☐ the date of execution of this Task Order by Owner.

☐ ______________ days following execution of this Task Order by Owner.

☐ ______________ days following issuance of Notice to Proceed by Owner.

☐ __________________________, 202_.

5. **Completion Date**:

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

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

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

For use with multiple phase projects with separate completion dates:

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

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

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

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

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

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

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

6. **Submittal Schedule**:

Submittal: Due Date:

7. **Key Project Personnel**:

Names: Telephone:

8. **Contract Price**:

☐ LUMP SUM TASK ORDER

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

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

______________________________ Dollars and ________________ Cents
(in writing) (in writing)

______________________________ Dollars and ________________ Cents
(in figures) (in figures)

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

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

Phase	Lump Sum
Study and Report	$
Preliminary Design	$
Final Design	$
Bidding/Negotiation	$
Construction	$
Operational	$
____________________	$

☐ COST PLUS FIXED FEE TASK ORDER

For use with single phase projects or multiple phase projects with uniform pricing:

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

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

For use with multiple phase projects with separate pricing:

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

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

☐ DIRECT COST TASK ORDER

For use with single phase projects or multiple phase projects with uniform pricing:

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

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

For use with multiple phase projects with separate pricing:

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

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

9. **Payments**:

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

For use with Lump Sum Task Orders:

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

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

OR

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

For use with Cost Plus Fixed Fee Task Orders:

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

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

For use with Direct Cost Task Orders:

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

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

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

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

10. **Special Safety Requirements**:

[state "none" or:

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

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

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

11. **Modifications to Contract**:

[Describe Contract modifications or state "none"]

12. **Attachments**:

[List or state "none"]

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

The Effective Date of this Task Order is ____________________, 202_.

DUPAGE WATER COMMISSION

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

COMMISSION DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: ***Commission Representative TBD***

Title:

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

E-mail Address:

Phone:

Fax: (630) 834-0120

[NAME OF CONSULTANT]

By: ______________________________

Name:______________________________

Title: ______________________________

CONSULTANT DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address:

E-mail Address:

Phone:

Fax:

Resolution #:	**R-5-26**
Account:	01-60-852010
Approvals: *Author / Manager / Finance / Admin*	JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 1/8/2026

Description: **A Resolution Approving and Ratifying Task Order No. 03 Under a Master Contract with Arcadis US, Inc., to Serve as the Environmental Contractor of Choice on the WaterLink Project**

Agenda Section: Engineering & Construction

Originating Department: Engineering

With nearly 11 miles of the WaterLink Project located in ComEd-owned property, coordination between Commission staff and ComEd staff has been critical during the design phase and will continue to be imperative throughout the construction of the project. As the engineering design progressed, plans were repeatedly submitted to ComEd staff for review and approval as a condition of the negotiated License Agreement. One of the conditions made known during this coordination effort was the requirement for the Commission to work with an Environmental Contractor of Choice (ECOC) to help manage any soil removal from ComEd-owned property. ComEd provided a list of six pre-approved contractors for Commission review. After considering the qualifications of the firms, staff determined that Arcadis was best suited to complete this work, given their knowledge of the WaterLink Project as well as their previous work history with both the Commission and ComEd.

The Commission contacted Arcadis to develop the project scope of work and cost estimate to perform preliminary soil sampling. This is the first of multiple steps to be completed by the ECOC to comply with ComEd's soil management requirements. An additional Task Order will be presented to the Board at a future date once the soil sampling effort is complete and the remaining scope of work can be more specifically identified.

Based on the attached scope of services, staff recommends approval of Task Order No. 03 with Arcadis in the amount of $8,300 to perform preliminary tasks (soil sampling) as the ECOC on the WaterLink Project.

Recommended Motion:

To adopt Resolution R-5-26.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-5-26

A RESOLUTION TO AUTHORIZE SCOPE OF SERVICES FOR TASK ORDER NO. 3 UNDER A MASTER SERVICES AGREEMENT WITH ARCADIS US, INC.

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

WHEREAS, the Commission entered into a contract with Arcadis US, Inc. (the "Consultant"), in 2013, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the "Master Contract"); and

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

WHEREAS, the Consultant has developed the Scope of Services attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A, which is approved and will be formalized into Task Order 3 under the existing MSA.

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

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

SECTION TWO: The Scope of Services attached hereto as Exhibit A shall be and hereby is approved and will be formalized as Task Order 3 under the existing MSA, and if already issued, ratified because the

Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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

ADOPTED THIS __________ DAY OF _______________________, 2026.

____
James F. Zay, Chairman

ATTEST:

____
Danna Mundall, Clerk
Board/Resolutions/2026/R-5-26.docx

EXHIBIT A

Memo Proposal

ARCADIS

SUBJECT
DuPage Water Commission Water Link Project
ComEd Corridor Support
Various, DuPage County, Illinois

TO
Jeff Loster, P.E.

DATE
January 5, 2026

OUR REF
TBD

COPIES TO
Jeanne Krueger, Arcadis
Wei-Lin Feng, P.E., P.G., Arcadis

FROM
Nicole Gerwing
352-817-3735
Nicole.gerwing@arcadis.com

In response to the DuPage Water Commission (the Commission) request, Arcadis has prepared this proposal to include our proposed scope of work, budget and schedule to perform soil sampling for the above referenced project. Arcadis understands a portion of the Water Link Project routes a pipeline through utility corridors currently under Commonwealth Edison Company (ComEd) ownership. In accordance with ComEd requirements, a due diligence review must be conducted on ComEd owned properties to determine locations at which pre-work soil sampling is required to assess the need for special construction worker hazard considerations in potential high-risk areas and for the purpose of waste profile development.

Background

The Commission has engaged with ComEd regarding portions of the Water Link Project which route through ComEd corridors. Arcadis understands ComEd advised the Commission that haul-off of spoil generated during construction must be managed by a ComEd approved Environmental Contractor of Choice (ECOC). Arcadis is a ComEd approved ECOC.

The purpose of the due diligence review is to determine the sampling requirements via a risk-based approach approved by ComEd's Environmental Service Department (ESD). Based on review of the Water Link Project work locations as compared with ComEd owned corridors, one (1) work area is located in an un-cleared potential high-risk location according to our due diligence review. Soil sampling will be required at this one (1) location to support construction worker hazard assessment and the development of a Site specific waste profile listing ComEd as the generator in support of forthcoming disposal.

Typical to other and similar projects transecting through ComEd corridors, Arcadis understands any spoil generated from ComEd owned corridors for haul-off is to be disposed at a ComEd approved Subtitle D landfill, with ComEd listed as the generator.

This proposal includes the discussed scope of work, assumptions, schedule, and cost estimate to support soil sampling and waste profile development. A proposal supporting disposal of generated spoil at a Subtitle D landfill will be submitted at request of the Commission at a later date.

Scope of Work

The scope of work for this project will consist of the following tasks:

- Arcadis will create a Site-specific Health and Safety (H&S) plan to guide our work.

- Arcadis will review construction practices for general environmental compliance when onsite.

- Based on Arcadis' due diligence review, Arcadis proposes the collection of one (1) soil sample at a location identified as potential-high risk within a ComEd owned corridor. The soil sample will be collected with hand-tools at a depth of approximately 0-3'foot below grade. The purpose of this soil sample is for purpose of construction worker hazard assessment and for use in waste profiling with ComEd listed as the generator.

    - In addition, Arcadis proposes the collection of two (2) additional soil samples at arbitrary work locations not within the ComEd corridors. The soil samples will be collected with hand-tools at depths of approximately 0-3'foot below grade. The purpose of these two additional samples is to facilitate waste profile development with the Commission listed as the generator, if required.

- Arcadis will notify the public utility locator JULIE to clear underground utilities at the proposed sampling locations.

- Arcadis proposes to collect up to three (3) soil samples from the Water Link Project work area for chemical analysis in support of construction worker hazard assessment and waste profile development. The soil samples will be submitted to a ComEd Environmental Services Department (ESD) approved facility for laboratory analysis of VOCs, SVOCs/PNAs, PCB, Total RCRA metals, pH, and waste characterization parameters with a 5-day turn around.

- Arcadis will review the results of the environmental testing and compare them to the Illinois EPA's Tier 1 TACO cleanup objectives.

- Arcadis will prepare a data package for the soil sample collected within the ComEd corridor. The data package will present a tabulated summary of analytical results, a figure illustrating the sample collection location and Tier 1 exceedances, and the complete analytical laboratory report. The data package prepared for the sample collected from within the ComEd corridor will be shared with the Commission in addition to ComEd ESD.

    - Arcadis will prepare a data package for the soil samples collected from the arbitrary locations not within the ComEd corridor. The data package will present a tabulated summary of analytical results, a figure illustrating the sample collection location and Tier 1 exceedances, and the complete analytical laboratory report. The data package prepared for the sample collected from within the ComEd corridor will be shared with the Commission only.

- Arcadis will review the results of the environmental testing and advise whether future considerations for any special construction worker safety precautions are needed.

- Arcadis will utilize the forthcoming analytical data to develop waste profiles in support of future spoil disposal. Arcadis anticipates the development of waste profiles for dry spoil at Waste Management Laraway Landfill in Joliet, Illinois.

- Arcadis will document our field activities while onsite.

- Arcadis will perform project management, prepare and submit data package reporting, and attend conference calls with the Commission and ComEd as needed.

Assumptions

Arcadis will conduct the proposed scope of work under the following assumptions:

- The proposed scope of work for soil sampling within the ComEd owned corridors is acceptable to ComEd as our approach has been developed in accordance with current ComEd ESD due-diligence requirements.

- Two (2) soil samples from arbitrary work locations within the non-ComEd corridors is sufficient to support waste profile generation on behalf of the Commission, if required.

- The Commission will arrange access agreements that may be needed for Arcadis to enter any ComEd/non-ComEd corridors to support sample collection.

- Spoil disposal is not included in this proposed scope of work.

- The laboratory will contract directly with Arcadis.

- Communication and data sharing by Arcadis for work performed along ComEd owned corridors will be inclusive and will include both the Commission and ComEd simultaneously.

- Private utility location is not required.

- Hazardous materials will not be required.

Schedule

Arcadis will begin the work immediately after receiving authorization to proceed from the Commission via standard protocol between Arcadis and the Commission. Arcadis estimates the soil sampling task will take one (1) day to complete for purpose of ComEd corridor work. Arcadis estimates the soil sampling task (if elected) will take one (1) day to complete in support of the Commission’s waste profile, if needed. Analytical results are anticipated 5-

business days from the date/time of relinquishment to the analytical laboratory and actual turn around is based on the laboratory's backlog and current work load.

Cost Estimate

Based upon the scope of work proposed, Arcadis has developed the following unit cost pricing for the Site. The actual total cost will be based on the actual quantities upon completion of the work.

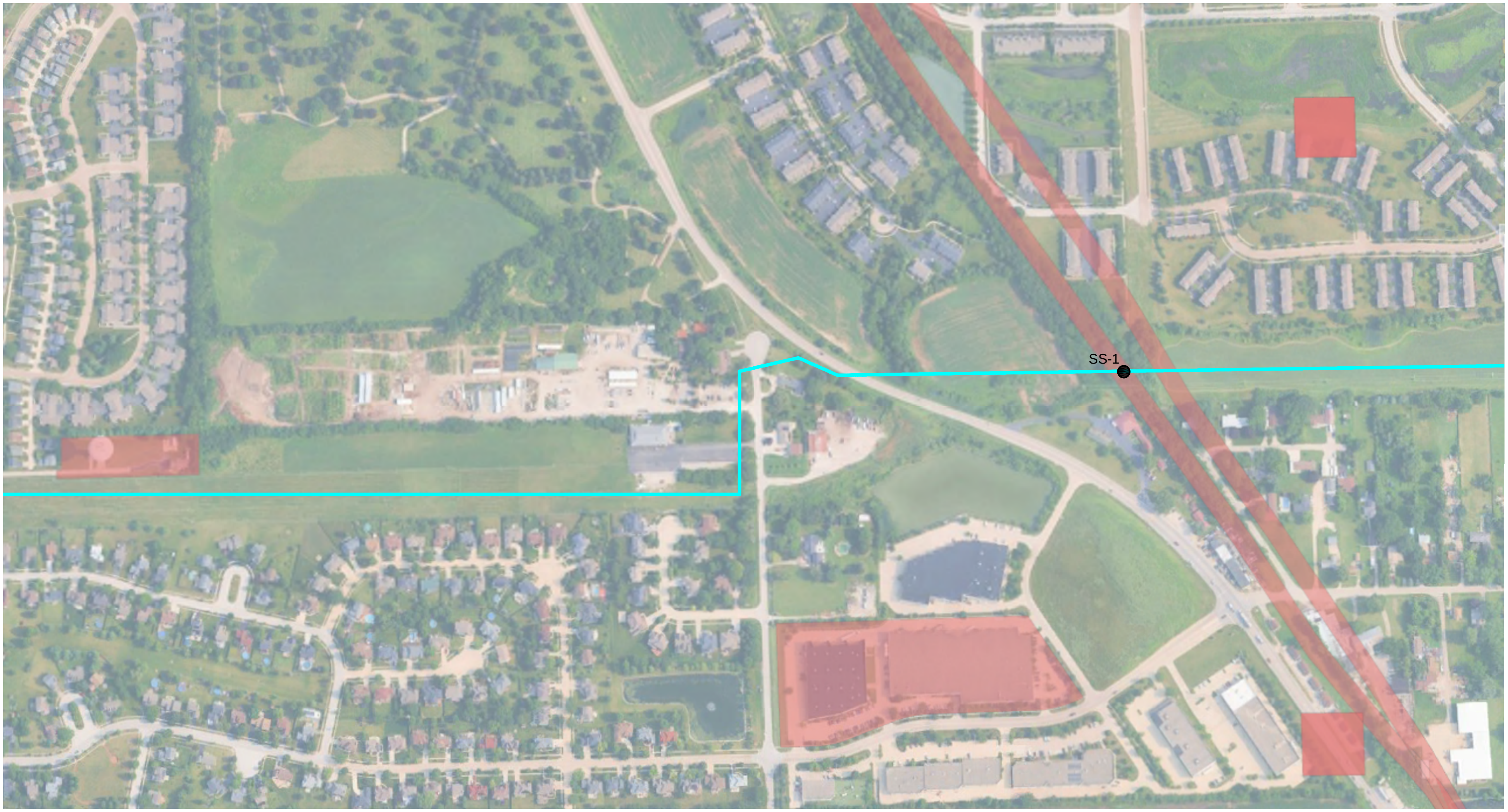
Task	**Estimated Quantity**	**Unit**	**Unit Cost**	**Subtotal Cost**
Field labor for soil sample collection (1 day ComEd Support; 1-day Commission Support)	2	day	$1,150	$2,300
Laboratory analysis of soil samples for construction worker hazard assessment and waste profile considerations (5-day TAT) - ComEd potential high risk area	1	unit	$1,250	$1,250
Laboratory analysis of soil samples for construction worker hazard assessment and waste profile considerations (5-day TAT) - Commission Waste Profiling	*2*	*unit*	*$1,250*	*$2,500*
Health and safety plan development, data evaluation, reporting, waste profile development, and project management.	1	unit	$2,250	$2,250
Total				**$8,300**

Contract Terms and Conditions

This proposal shall be governed by the terms and conditions included in Master Services Agreement between Exelon and Arcadis dated September 9, 2021. Our contract number is 02034925.

Approval and Acceptance

Arcadis appreciates the opportunity to submit this proposal memo for your consideration. If our proposal is acceptable as presented, please provide contract authorization to proceed. Arcadis looks forward to working with you on this project. If you have questions regarding this proposal, please call Nicole at (352) 817-3735.



LEGEND

SS-1 PROPOSED SOIL SAMPLE LOCATION

APPROXIMATE COMED WORK LOCATION

AREA OF KNOWN POTENTIAL ENVIRONMENTAL CONTAMINATION RISK

NOTE: AREAS WITHOUT RED HATCHING ARE ASSUMED "NO KNOWN ENVIRONMENTAL CONTAMINATION RISK"

0 500' 1000'

GRAPHIC SCALE

COMMONWEALTH EDISON
DUPAGE COUNTY WATER LINK
NEAR LINCOLN HWY AND MITCHELL DR
OSWEGO, ILLINOIS

PROPOSED SOIL SAMPLE LOCATION MAP

ARCADIS

FIGURE 1

TASK ORDER NO. 03

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

1 . Project:

Soils Management within the ComEd Owned Corridors for the WaterLink Pipeline Project

2 . Services of Consultant:

- Create a site-specific Health and Safety (H&S) plan to guide the work.
- Review construction practices for general environmental compliance when onsite.
- Collect one (1) soil sample at the location identified as potential-high risk within a ComEd owned corridors using hand-tools at a depth of approximately 0-3 foot below grade to assist in the development of a construction worker hazard assessment and waste profiling with ComEd listed as the generator.
- Collect two (2) additional soil samples at arbitrary work locations not located within the ComEd corridors using hand-tools at depths of approximately 0-3 foot below grade to facilitate waste profile development with the Commission listed as the generator, if required.
- Notify the public utility locator JULIE to clear underground utilities at the proposed sampling locations.
- Collect up to three (3) soil samples from the WaterLink Project work area for chemical analysis by a ComEd Environmental Services Department (ESD) in support of the construction worker hazard assessment and waste profile development.
- Review the results of the environmental testing and compare them to the Illinois EPA's Tier 1 TACO cleanup objectives.
- Prepare a data package for the soil sample collected within the ComEd corridors to be shared with the Commission and ComEd ESD.
- Prepare a data package for the soil samples collected from arbitrary locations not within the ComEd corridor to be shared with the Commission only.
- Review the results of the environmental testing and advise whether future considerations for any special construction worker safety precautions are needed.
- Utilize the analytical data to develop waste profiles in support of future spoil disposal.
- Document Consultant field activities while onsite.
- Perform project management, prepare and submit data package reporting, and attend conference calls with the Commission and ComEd as needed.

Task Deliverables

- Data package for the soil samples collected from within the ComEd corridors.
- Data package for the soil samples collected from arbitrary locations located outside the ComEd corridors.
- Site-specific Health and Safety (H&S) plan.
- Waste profile of spoils collected from within the ComEd corridors.
- Waste profile of spoils collected from outside the ComEd corridors.

Task Assumptions

- Proposed scope of work for soil sampling within the ComEd owned corridors is acceptable to ComEd as Consultant's approach has been developed in accordance with current ComEd ESD due-diligence requirements.
- Two (2) soil samples from arbitrary work locations within the non-ComEd corridors are sufficient to support waste profile generation on behalf of the Commission, if required.
- The Commission will arrange access agreements that may be needed for Consultant to enter any ComEd/non-ComEd corridors to support sample collection.

- Spoil disposal is not included in this proposed scope of work.
- The laboratory will contract directly with Consultant.
- Communication and data sharing by Consultant for work performed along ComEd owned corridors will be inclusive and will include both the Commission and ComEd simultaneously.
- Private utility location is not required.
- Hazardous materials will not be required.

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

   None

4. **Commencement Date:**

   January 16, 2026

5. **Completion Date:**

   30 days from the Commencement Date

6. **Submittal Schedule:** None.

7. **Key Project Personnel:**

   Nicole Gerwing

   Wei-Lin Feng, PE, PG

   Jeanne Krueger, PMP, MSP

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses. The following cost breakdown set forth opposite each task:

Task	Estimated Quantity	Unit	Unit Cost	Subtotal Cost
Field labor for soil sample collection (1-day ComEd Support; 1-day Commission Support)	2	day	$1,150.00	$2,300.00
Laboratory analysis of soil samples for construction worker hazard assessment and waste profile considerations (5-day TAT) - ComEd potential high-risk area	1	unit	$1,250.00	$1,250.00
Laboratory analysis of soil samples for construction worker hazard assessment and waste profile considerations (5-day TAT) - Commission Waste Profiling	*2*	*unit*	*$1,250.00*	*$2,500.00*
Health and safety plan development, data evaluation, reporting, waste profile development, and project management	1	unit	$2,250.00	$2,250.00
Total				$8,300.00

Notwithstanding the foregoing, the total Contract Price shall be $8,300. The contact price may be adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. Payments:

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

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

10. Modifications to Contract:

None

11. Attachments:

None

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

The Effective Date of this Task Order is January 15, 2026.

DuPAGE WATER COMMISSION

By: ____

Paul D. May, P.E.
General Manager

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

ARCADIS US, Inc.

By: ____

Jeanne Krueger
Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Nicole Gerwing
Title: Senior Geologist
Address: 2800 W. Higgins Rd, Suite 1000
Hoffman Estates, IL 60169
E-mail Address: Nicole.Gerwing@arcadisus.com
Phone: 352-817-3735

Resolution #: R-6-26	
Account: 01-80-852010	
Approvals: *Author / Manager / Finance / Admin*	AS JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 1/8/2026

Description: Second Authorization for Construction Staking for the WaterLink Pipeline Project

Agenda Section: Engineering & Construction

Originating Department: Engineering

At the April 10, 2025, Board Meeting, Task Order No. 01, under the existing Master Services Agreement with Robinson Engineering Ltd. (REL), was approved for the purpose of construction staking on the "Book Road" portion (TW-6/25 Section 1) of the WaterLink Project.

Though the costs for all services under Task Order No. 01 totals $1,207,576.00, only $297,928.00 was authorized under R-34-25 for the initial "Book Road" section, in addition to the project contingency. To date, a contract for TW-6/25 Sections 2A/2B has also been awarded, contracts for TW-6/25 Sections 2C, 3A, and 3B are proposed for award under separate cover, and a bid package for FW-1/25 Sections 1 and 2 has been advertised. Three additional pipeline bid packages, with a fourth for the construction of all seven metering stations, have yet to be advertised. To maintain the construction schedule, staff is seeking a second authorization under the existing Task Order No. 01 in the amount of $909,648 for construction staking services on all remaining sections of the WaterLink Project.

For the reasons stated above, it is staff's recommendation that the remaining work under Task Order No. 01 with Robinson Engineering, Ltd. be authorized in the amount of $909,648 to provide construction staking for the remaining sections of the WaterLink Project.

Recommended Motion:

To approve Resolution No. R-6-26.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-6-25

A RESOLUTION TO AUTHORIZE EXPENDITURES UNDER TASK ORDER #1 UNDER A MASTER SERVICES AGREEMENT WITH ROBINSON ENGINEERING, LTD., FOR CONSTRUCTION STAKING SERVICES ON THE WATERLINK PROJECT

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

WHEREAS, the Commission has a Master Contract with Robinson Engineering, Ltd. ("REL") for general engineering services;

WHEREAS, the Village of Montgomery ("Montgomery"), the Village of Oswego ("Oswego") and the United City of Yorkville ("Yorkville") desire to connect to the Commission's waterworks system via the WaterLink Pipeline Improvement Project ("WaterLink Project");

WHEREAS, the Commission desires that REL perform construction staking services related to each bid package associated with the WaterLink Project;

WHEREAS, Task Order Number 1 relates to certain construction staking tasks related to each bid package associated with the WaterLink Project;

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 full scope of services items as identified in the Task Order 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 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-6-26.docx

EXHIBIT 1

Task Order No. 1

This Task Order No. 1 is being entered into between DuPage Water Commission (referred to herein as the "Owner" or the "Commission") and Robinson Engineering, Ltd. (the "Consultant") as of April 17, 2025 (the "Effective Date") and hereby agree as follows:

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

WHEREAS, Owner and Consultant have previously entered into a Master Contract for Professional Engineering Services dated April 19, 2018 (the "Master Contract"); and

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

WHEREAS, Owner and Consultant wish to enter into this Task Order No. 1 for Consultant to provide services for the Project as more fully set forth below (the "Project Services").

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

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

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

3. To the extent any of the provisions of this Task Order conflict with the Master Contract or the attached Exhibit A, Scope of Services, this Task Order will apply.

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

5. Notwithstanding anything else set forth in this Task Order, Consultant shall only take direction regarding or relating to Project Services from Owner. The Waterlink Communities, their officers or employees will have no authority to approve change orders or provide any other direction to Consultant.

6. Payment for services under this Task Order No. 1 shall be in accordance with Exhibit B. Consultant shall submit monthly pay requests on or before the fifteenth (15th) day of the month for Project Services completed in the prior calendar month. Each pay request shall contain releases and waivers of lien for Consultant for the current Project Services that payment is being requested for and releases and waivers of lien for all subcontractors for the prior calendar month.

7. All Project Services, including those supplied by Consultant's subcontractors, must comply with the Water Infrastructure and Finance Innovation Act ("WIFIA") and any other federal funding compliance requirements.

8. Consultant understands that the Project Services and the Project itself is being performed in stages. Consultant only has the authority to provide services for those portions of the Project that have been approved by the Commission's Board of Commissioners and may or may not receive additional contracts for additional services on the Project.

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

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

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

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

IN WITNESS WHEREOF, Owner and Consultant have caused this Task Order No. 1 to be executed in two (2) original counterparts as of the day and year first written above.

Attest/Witness:

[redacted]

By:________________________

Clerk

DuPage Water Commission

[redacted]

By:________________________

James F. Zay, Chairman

Attest/Witness:

[redacted]

By:________________________

Name: Van Calombaris, PE

Title: Director of Operations

Robinson Engineering, Ltd.

[redacted]

By:________________________

Name: Aaron E. Fundich, PE

Title: Chief Executive Officer

EXHIBIT A

SCOPE OF SERVICES

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services dated April 19, 2018, and Task Order No. 1 dated April 17, 2025, Commission and Consultant agree as follows:

1.0 Project: DuPage Water Commission WaterLink Extension to the WaterLink Communities and as more fully described in the 100% complete Phase II engineering plans and specifications for multiple construction contracts awarded on various dates in 2025-26.

Consultant scope of services for Phase III Engineering will include construction staking and layout of proposed Waterlink Extension improvements, including proposed watermain pipelines, structures and appurtenances, tunneling locations, delivery stations, erosion control elements, pavement widening/replacement, curb, sidewalk, driveway, culvert replacements, other project construction elements as required, and temporary construction easement limits to delineate allowable construction zones. Deliverables will include field staking, paint markings and/or other monumentation for utilization in properly implementing the project design into a constructed and fully commissioned project. Work would be coordinated among the Commission's Construction Program Manager, and the various Phase III Construction Engineering Consultants and Contractors involved with multiple construction contracts awarded by the Commission.

It is understood and agreed that Phase III services will be provided at various times throughout multiple construction contracts, generally projected to occur between July 2025 and April 2028. It is further understood that the overall project scope will include up to six (6) separate pipeline construction contracts, one delivery station contract, and associated number of potential contractors and Phase III Construction Engineering Consultants.

Professional services related to final as-built drawings will be provided primarily by others are excluded from this scope of services. If needed, these would be provided as Additional Services and/or under separate Task Order as deemed appropriate by Commission.

2.0 Consultant Services:

A. Phase III Basic Services:

1. Task 1 – Project Management

a. Organize and manage the Consultant project team.

b. Prepare monthly project status reports and project updates for the Commission to share with Board, WaterLink Communities, and other stakeholders.

c. Prepare project staking schedule (based on approved Contractor construction schedules) for review with the Commission and maintain the schedule throughout the course of the project.

d. Prepare and maintain management schedule listing Commission, Contractor and Consultant's responsibilities and milestones.

e. Maintain project records, decision logs, and files.

f. Maintain all communications between the Consultant and construction team parties.

g. Provide quality control (QC) services for all construction staking/layout work.

2. Task 2 – Project Coordination and Meetings:

a. Commission Project Kick-off and Progress Meetings: The project kick-off meeting will be used to clarify Commission requirements for the project, overall project schedule, critical project needs and best methods of communication for meetings and updates. Document control and file sharing will be discussed and addressed and shall comply with all WIFIA requirements and any processes/procedures as established by the Commission and Construction Program Manager. Monthly meetings will be held for updates to discuss progress and decisions needed. Bi-weekly or individual meetings will be scheduled during critical periods of construction or as needed. Thirty-Six (36) meetings are budgeted with the Commission Construction Team for Phase III staking/layout services, based on 1.5 meetings per month between July 2025 and April 2028.

b. Pre-Construction Meetings: Attend up to 7 pre-construction meetings (one for each contract) with the Commission, Contractors, Consultants and others deemed appropriate by the Commission.

c. ComEd Meetings: Attend meetings with ComEd as needed for project coordination of the pipeline construction. Attendance at six (6) meetings with ComEd are budgeted for Phase III staking/layout services.

d. Attend project meetings with regulatory agencies, railroads, state, county and township highway authorities, and private utilities other than ComEd, during the construction phase as needed. Twelve (12) meetings with permitting agencies and entities are budgeted for Phase III staking/layout services.

e. Requests for pertinent data and information will be transmitted as requested to city, utility, county, townships, and railroad entities located along the pipeline routes.

f. Follow-up on action items identified during the meetings.

3. Task 3 – Pre-Construction Video Services

a. Upon authorization to proceed with services associated with each bid package, Consultant will conduct a color audio-video survey of the entire construction area (for the associated bid package).

b. Video capture process shall utilize some form of stabilization methodology and camera shall be moved at a uniform rate consistent with the amount of detail being recorded. Any video captured from a moving vehicle shall be at speed of no more than 5 miles per hour. Any video captured from a drone shall be at an elevation of no more than 20 feet above ground level.

c. All video shall include narration and shall be captured in a manner that shows the full width of the limits of construction, areas of construction ingress/egress, material and equipment storage areas, and any other locations that may be impacted by the project.

d. Pre-construction video shall be a clean, clear and of a sharp color picture. It shall include the month/day/year and time of the recording and shall be indexed (via stationing).

e. Video survey work shall be performed during acceptable weather, not to include snow (falling or accumulated), rain, fog, or elongated shadows that may distort perception and prevent clear resolution. All surface conditions shall be captured and the camera shall be stopped at areas of special features for a minimum of 10 seconds to allow for documentation.

f. All work shall be performed and submitted to the Owner for review prior to the Contractor mobilizing to the site.

4. Task 4 – Create Construction Staking Plans

a. From final AutoCAD Civil 3D design drawings, download electronic northing/easting coordinates of all pertinent construction items including but not limited to the proposed watermain alignment, butterfly valves, air release valves, horizontal and vertical pipe bends, tees and other pipe junctions, tunneling pits, structure replacements, erosion control fencing and temporary construction easements into a construction staking plan used by survey crews to physically locate said coordinates in the field. Construction staking coordinates to reflect appropriate offsets as discussed with contractors at pre-construction meetings.

b. Digital staking plans to be maintained throughout duration of construction for use as needed to verify accuracy of as-constructed facilities.

5. Task 5 – Construction Staking & Layout

a. All proposed watermain pipeline layouts shall occur utilizing Global Navigation Survey System (GNSS) / Global Positioning System (GPS) techniques in conjunction with terrestrial surveying methods. The layout shall occur utilizing Illinois State Plane Eastern Zone grid coordinates for the horizontal datum. The layout shall utilize the North American Vertical Datum of 1988 (NAVD '88) as determined using GNSS/GPS techniques in conjunction with geoid modeling. Geoid '18 shall be utilized to estimate orthometric heights (elevations) from the measured ellipsoid heights determined by GNSS/GPS measurements. Utilizing these methods, the horizontal position of any point through the project will be within one tenth of a foot horizontally and two tenths of a foot vertically.

Where necessary, GNSS/GPS techniques in conjunction with terrestrial surveying methods shall be utilized to collect topographic data that is necessary to supplement the project data in areas where the replacement of capital improvements (i.e. roadway elevations, road curbing, driveways and culverts, storm sewer, sanitary sewer, water main) are disturbed during the installation of the proposed water main pipeline. Hard surface measurement shall be conducted utilizing terrestrial methods rather than GNSS/GPS techniques. All supplemental data shall be collected using Illinois State Plane Eastern Zone *grid* coordinates and 1988 (NAVD '88) orthometric heights to correspond to the project datums. This supplemental information collected shall be utilized to design or replace in kind those capital improvements disturbed during the installation of the proposed water main pipeline, including structure replacements, curb, sidewalk and pavement restoration, ditch re-grading, etc.

b. Consultant survey crews shall perform single occurrence field staking and layout for all construction elements listed in Task 3(a). Subsequent re-staking and layout due to contractor negligence, vandalism/theft or other factors beyond Consultant's control shall be covered as described under Task 5.

c. Construction staking to reflect appropriate offsets as discussed with contractors at pre-construction meetings and on-site field meetings. Offsets from the proposed water main pipeline would be marked such that the proposed location of the water main pipeline and appurtenant structures could be re-established should the delineation of the proposed water main pipeline alignment and appurtenant structures be disturbed or destroyed due to construction operations as is anticipated.

d. The position of proposed construction fencing (erosion control/silt fence, high visibility safety fence, dual fence barrier, etc.) including horizontal points of intersection, and any potential curvilinear alignments, will be marked online, with no additional offsets to be provided.

e. It is not anticipated that the limits of the permanent easements would be marked as the marking of the proposed water main pipeline alignment should prove adequate to place the water main pipeline within the easements that are acquired. However, should adjustments be required during construction operations, the limits of permanent easements may be marked as needed.

f. The limits of proposed temporary easements will be marked such that the extreme limits of the construction area are clearly identified such that the contractor knows the bounding limits of the allowable work area.

g. In general, the above elements would be marked on site at no denser spacing than one-hundred-foot intervals. Where circumstances require denser spacing, closer intervals may be accommodated.

h. Four corners for building locations at seven (7) metering stations and one (1) chlorine building will be staked at appropriate offsets, along with the incoming site pipeline locations and connection points the Waterlink communities' facilities.

6. Task 6 – Additional Services

a. Re-staking of project construction elements that for reasons beyond the reasonable control of Consultant, are required to be repeated due to stakes and/or paint markings being damaged or removed by others.

b. Additional Phase II design or easement services, and/or Phase III construction services, needed due to change orders approved by Owner that alter the alignment of the proposed watermain pipeline construction elements after the original project elements have already been staked in the field.

3.0 Commencement Date: Effective Date of This Task Order

4.0 Projected Schedule Dates for Phase III Staking & Layout Services:

A. Begin Project Administration – 6/1/2025

B. Pre-Construction Meetings and Contractor NTP – 6/1/2025 through 7/31/2026

C. Construction Staking and Layout Services – July 2025 to April 2028

5.0 Key Consultant Project Personnel:

Aaron Fundich, PE Project Manager	Randell E. Gann, PLS Survey Manager	Kevin McGuffin Survey Crew Chief
John Hilsen, PE Senior Engineer	Andrew P. Gulden CAD Manager	Robert Hunger Survey Crew Chief

6.0 Contract Price:

We propose that our total base fee for this Phase III construction staking and layout work (including reimbursable expenses) enumerated in Tasks 1 thru 4 above will be One Million, One Hundred Fifty-Eight Thousand,Seventy-Six Dollars ($1,158,076), which will not be exceeded without written authorization from the Commission.

We further propose that a contingency amount of Forty-Nine Thousand Five Hundred Dollars ($49,500.00) be included within Task Order No. 1 for potential Additional Services described in Task 5 above, which will not be utilized without written authorization from the Commission.

See Attached Tables in Exhibit B for Level of Effort Breakdown

Payments:

The fees for the Basic Services shall be payable on a time and material basis for the scope of work as described in the preceding sections. The "per-contract" fee ***totals***, as established below, shall be considered not-to-exceed fees for each construction contract and shall not be exceeded unless there is a change in the scope of services and the Commission authorizes the change in scope and associated fee increase. Due to the differences in the staking scope of work for various segments of the overall project – primarily due to some areas requiring roadway rehabilitation - the per lineal foot cost will vary from contract to contract, summarized as follows:

Contract No.	*Corridor*	*Est. Length*	*Staking Cost per LF*	*Total*
TW-6/25-1	Book Road	16,200	$15.335	$248,428
TW-6/25-2	ComEd East	30,000	$5.784	$173,506
TW-6/25-3	ComEd West	30,000	$5.410	$162,306
FW-1/25-1, 2	36" Pipes	47,000	$6.050	$284,364
FW-1/25-3	IL-Route 71	20,100	$7.505	$150,852
FW-1/25-4	Small Pipes	18,700	$5.516	$103,156
Metering Stations / Chlorine		3,000	$11.821	$ 35,464
Totals		**165,000**	**$7.019**	**$1,158,076**

Fees for Additional Services from the contingency amount, if necessary as determined and authorized by the Commission, would be billed at time and materials rates included within Exhibit B.

7.0 Modifications to Master Services Agreement: None

8.0 Attachments: Exhibit B – REL Phase III Level of Effort – Staking & Layout

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract. The Effective Date of this Task Order is March 20, 2025.

DUPAGE WATER COMMISSION

By: [redacted]
Paul D. May, PE, General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Paul D. May, PE Title: General Manager

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

4642 E-mail Address: may@dpwc.org

Phone: (630) 834-0100 Fax: (630) 834-0120

ROBINSON ENGINEERING, LTD.

By: [redacted]
Aaron E. Fundich, PE
Chief Executive Officer

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Aaron E. Fundich, PE

Title: Chief Executive Officer

Address: 127 N. Walnut Street, Suite 200, Itasca IL 60143

E-mail Address: afundich@reltd.com

Phone: 708-574-3769

Resolution #: R-7-26
Account: 01-80-852010
Approvals: *Author / Manager / Finance / Admin*
AS JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 1/8/2026

Description: **Award of a Contract for the Construction of the West Transmission Main along the ComEd R.O.W. From Wolf's Crossing Road to Harvey Road (Contract TW-6/25 Section 2C)**

Agenda Section: Engineering & Construction

Originating Department: Engineering

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

The first three construction packages, TW-6/25 Sections 1, 2A, and 2B, were bid with contracts awarded by the Board in late 2025. The subsequent three segments of the project, all consisting of 54" pipeline through the ComEd corridor, were also advertised in late 2025 with bids opening in mid-December. These sections are referred to as TW-6/25 Sections 2C, 3A, and 3B.

TW-6/25 Section 2C consists of just under 2.5 miles of 54" pipeline, with two tunneled sections, in unincorporated Kendall and Will Counties. The bid opening was held on December 16^{th}, with a total of four bids received. The list of bidders and their bids can be seen in the table below:

BID ALTERNATES	Alternate A (54-inch Steel) Total Bid Price	Alternate B (54-inch PCCP) Total Bid Price
D. Construction, Inc. & Benchmark Construction Co., Inc	$27,348,000.00	$28,348,000.65
John Neri Construction Company, Inc.	$31,265,590.50	-
Precision Infrastructure, LLC	$19,483,795.00	-
Airy's Inc.	$26,900,617.00	-

Based on the results of the bid opening, installation of 54-inch Steel has been identified as the desirable alternative, with Airy's, Inc. identified as the lowest responsible bidder for TW-6/25 Section 2C with a submitted bid of $26,900,617.00. It should be noted that Precision Pipeline (Precision) submitted a lower bid, however, upon thorough review of the submitted materials and consultation with Commission attorneys, it was determined that the bid submission from Precision was non-conforming and could not be accepted.

Resolution R-7-26 would approve a contract with Airy's, Inc. for the construction of the TW-6/25 Section 2C Project in the amount of $26,900,617.00.

Airy's, Inc. has previously been awarded WaterLink contracts for TW-6/25 Sections 2A and 2B, which are immediately adjacent to this section. Construction on sections 2A and 2B is expected to begin in the coming weeks.

Recommended Motion:

To adopt Resolution R-7-26.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-7-26

A RESOLUTION AWARDING A CONTRACT FOR THE CONSTRUCTION OF THE TW-6/25 SECTION 2C CONTRACT

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

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

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

WHEREAS, pursuant to Article VIII, Section 5 of the Commission's By-Laws, the DuPage Water Commission (the "Commission") invited proposals for the Construction of the TW-6/25 Section 2C Contract; and

WHEREAS, bids for Contract TW-6/25 Section 2C were received on December 16, 2025; and

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

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

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

SECTION TWO: The Board of Commissioners of the DuPage Water Commission hereby approves the Contract for the Construction of the TW-6/25 Section 2C Project in the amount of $26,900,617.00, 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-7-26.docx

EXHIBIT A

DuPage Water Commission

Contract for the Construction of:

West Transmission Main Along ComEd R.O.W

From Wolf's Crossing Rd to Harvey Rd

Contract TW-6/25 Section 2C

VOLUME I

CONTRACT DOCUMENTS

DuPAGE WATER COMMISSION

CONTRACT FOR THE CONSTRUCTION OF

CONTRACT TW-6/25 SECTION 2C

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DuPAGE WATER COMMISSION

AND

AIRY'S, INC.

FOR THE CONSTRUCTION OF

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CONTRACT AGREEMENT BETWEEN

DUPAGE WATER COMMISSION

AND

AIRY'S, INC.

FOR THE CONSTRUCTION OF

CONTRACT TW-6/25 SECTION 2C

THIS CONTRACT AGREEMENT, made as of this **15th** day of **January**, **2026**, by and between the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a public corporation, and **Airy's, Inc.**,

W I T N E S S E T H:

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

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense:

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

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

1.2 Contract Documents

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

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

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

1.3 Interpretation of Contract Documents

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

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

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

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

b. Engineer. Burns & McDonnell Engineering Company Inc., Bowman Consulting Group, Ltd., Lockwood, Andrews and Newnam, Inc. (LAN),

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

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

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

e. Work Site. From the intersection of 95th Street and Wolf's Crossing Road in the City of Naperville, along the ComEd right-of-way (ROW) to US Route 30 in the Village of Oswego, along US Route 30 to Harvey Road, along Harvey Road to the ComEd ROW, along the ComEd ROW to Kendall Point Drive in the Village of Oswego, along Kendall Point Drive to US Route 34, along US Route 34 to the ComEd ROW, along the ComEd ROW to Codorus Road in Boulder Hill as described in the Contract Documents.

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

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

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

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

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

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

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

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

ARTICLE II
CONTRACT TIME

2.1 Commencement Date

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

2.2 Completion Date

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

TW-6/25 Section 2C:	730 days following the Commencement Date.
TW-6/25 Section 3A:	730 days following the Commencement Date.
TW-6/25 Section 3B:	550 days following the Commencement Date.
Any Combination of TW-6/25 Section 2C, Section 3A, or Section 3B:	730 days following the Commencement Date.

2.3 Time of the Essence

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

ARTICLE III
CONTRACTOR'S WARRANTIES AND REPRESENTATIONS

3.1 Warranties and Representations

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

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

B. Investigation of Work Site. Contractor has had a sufficient opportunity to conduct a thorough inspection and investigation of the Work Site and the surrounding area and has completed such inspection and investigation to its satisfaction.

Contractor has included in the Contract Price allowances and contingency amounts for difficulties or obstructions that may arise or be encountered in the performance of the Work, including without limitation adverse weather conditions, equipment breakdowns, subsurface, underground or other concealed conditions or obstructions, buried structures, 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 is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time.

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

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

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

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

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

3.2 Affirmation of Other Warranties and Representations

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

ARTICLE IV
FINANCIAL ASSURANCES

4.1 Bonds

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

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

4.2 Insurance

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

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

5.3 Method of Payment

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

ARTICLE VI
LEGAL RELATIONSHIPS AND REQUIREMENTS

6.1 Binding Effect

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

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

6.2 Relationship of the Parties

Contractor, and its Subcontractors and Suppliers, shall act as independent contractors in providing, performing, and completing the Work. No right of supervision, requirement of approval, or other provision of this Contract and no subsequent conduct of Owner or Contractor shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor, or (2) except as

provided in Paragraph 6.6B6 of the General Conditions of Contract, to create any relationship between Owner and any Subcontractor or Supplier of Contractor. The rights of Owner under this Contract, either directly or through Engineer, in the control of the quality and completeness of the Work shall not make Contractor, or any Subcontractor or Supplier of Contractor, an agent of Owner, and the liability of Contractor, and of all Subcontractors and Suppliers of Contractor, for all damages to persons or to public or private property arising from the provision, performance, or completion of the Work by Contractor, or any Subcontractor or Supplier of Contractor, shall not be lessened because of the existence, exercise, or the non-exercise of such rights.

6.3 Assignment

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

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

6.4 Confidential Information

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

Supplier shall own or be entitled to claim a copyright in the Contract or other documents prepared by Owner or Engineer.

Contractor shall identify any information supplied by it in providing, performing and completing the Work that is considered by it to be confidential or proprietary. Owner and Engineer shall not disclose any such designated confidential or proprietary information, unless such disclosure will not cause competitive harm, or such information was actually known to Owner or Engineer prior to its submission by Contractor, or such information was properly obtained or developed independently by Owner or Engineer, or Contractor consents to such disclosure. Notwithstanding the foregoing, Contractor acknowledges that Owner is subject to the Illinois Freedom of 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 an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

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

6.7 No Third Party Beneficiaries

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

6.8 Notices

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

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

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

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

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

Attention: **Stuart Jelm, Secretary**

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

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 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 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.

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
Attest/Witness:	**Airy's, Inc.**
By: ______________________	By: ______________________ **Stuart Jelm**
Title: ______________________	Title: **Secretary**

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

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

CONTRACTOR'S CERTIFICATION

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

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

DATED this day of , 20 .

Attest/Witness:	**Airy's, Inc.**
By: ______________________	By: ________________________________ **Stuart Jelm**
Title: ______________________	Title: **Secretary**
Subscribed and Sworn to before me this ____ day of _____________, 20___.	My Commission Expires: ________________
______________________________ Notary Public	[SEAL]

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

Resolution #: R-8-26	
Account: 01-80-852010	
Approvals: *Author / Manager / Finance / Admin*	AS JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 1/8/2026

Description: **Award of a Contract for the Construction of the West Transmission Main along the ComEd R.O.W. From Harvey Road to Douglas Road (Contract TW-6/25 Section 3A)**

Agenda Section: Engineering & Construction

Originating Department: Engineering

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

The first three construction packages, TW-6/25 Sections 1, 2A, and 2B, were bid with contracts awarded by the Board in late 2025. The subsequent three segments of the project, all consisting of 54" pipeline through the ComEd corridor, were also advertised in late 2025 with bids opening in mid-December. These sections are referred to as TW-6/25 Sections 2C, 3A, and 3B.

TW-6/25 Section 3A consists of approximately 2.4 miles of 54" pipeline, with two tunneled sections, in Oswego. The bid opening was held on December 17th, with a total of three bids received. The list of bidders and their bids can be seen in the table below:

BID ALTERNATES	Alternate A (54-inch Steel) Total Bid Price	Alternate B (54-inch PCCP) Total Bid Price
D. Construction, Inc. & Benchmark Construction Co., Inc	$22,748,000.00	$23,749,003.40
John Neri Construction Company, Inc.	$26,352,455.00	-
Precision Infrastructure, LLC	$19,235,943.00	-

Based on the results of the bid opening, installation of 54-inch Steel has been identified as the desirable alternative, with the Joint Venture of Benchmark Construction Co., and D. Construction, Inc. (Joint Venture) identified as the lowest responsible bidder for TW-6/25 Section 3A with a submitted bid of $22,748,000.00. It should be noted that Precision Pipeline (Precision) submitted a lower bid, however, upon thorough review of the submitted materials and consultation with Commission attorneys, it was determined that the bid submission from Precision was non-conforming and could not be accepted.

Resolution R-8-26 would approve a contract with the Joint Venture for the construction of the TW-6/25 Section 3A Project in the amount of $22,748,000.00.

This Joint Venture has previously been awarded the WaterLink contract for TW-6/25 Section 1, which is currently under construction, with an additional award for TW-6/25 Section 3B also proposed for approval (under separate cover).

Recommended Motion:

To adopt Resolution R-8-26.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-8-26

A RESOLUTION AWARDING A CONTRACT FOR THE CONSTRUCTION OF THE TW-6/25 SECTION 3A CONTRACT

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

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

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

WHEREAS, pursuant to Article VIII, Section 5 of the Commission's By-Laws, the DuPage Water Commission (the "Commission") invited proposals for the Construction of the TW-6/25 Section 3A Contract; and

WHEREAS, bids for Contract TW-6/25 Section 3A were received on December 17, 2025; and

WHEREAS, the Commission has reviewed the proposals received and determined that the proposal of the Joint Venture of Benchmark Construction Co., Inc. and D. Construction, Inc. (Joint Venture) was the most favorable to the interests of the Commission; and

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

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

SECTION TWO: The Board of Commissioners of the DuPage Water Commission hereby approves the Contract for the Construction of the TW-6/25 Section 3A Project in the amount of $22,748,000.00, 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-8-26.docx

EXHIBIT A

DuPage Water Commission

Contract for the Construction of:

West Transmission Main Along ComEd R.O.W

From Harvey Rd to Douglas Rd

Contract TW-6/25 Section 3A

VOLUME I

CONTRACT DOCUMENTS

DuPAGE WATER COMMISSION

CONTRACT FOR THE CONSTRUCTION OF

CONTRACT TW-6/25 SECTION 3A

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CONTRACT AGREEMENT BETWEEN

DUPAGE WATER COMMISSION

AND

D. CONSTRUCTION, INC. AND BENCHMARK

CONSTRUCTION CO., INC., A JOINT VENTURE

FOR THE CONSTRUCTION OF

CONTRACT TW-6/25 SECTION 3A

CONTRACT AGREEMENT BETWEEN

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CONTRACT AGREEMENT BETWEEN

DuPAGE WATER COMMISSION

AND

D. CONSTRUCTION, INC. AND BENCHMARK

CONSTRUCTION CO., INC., A JOINT VENTURE

FOR THE CONSTRUCTION OF

CONTRACT TW-6/25 SECTION 3A

THIS CONTRACT AGREEMENT, made as of this **15** day of **January**, **2026**, by and between the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a public corporation, and **D. Construction, Inc. and Benchmark Construcction Co., Inc., a Joint Venture**,

W I T N E S S E T H:

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

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete at the Work Site and in the manner described and specified in this Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the design, if any, construction, and installation of the **Contract TW-6/25 Section 3A** 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.

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

1.2 Contract Documents

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

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

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

1.3 Interpretation of Contract Documents

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

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

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

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

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

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

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

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

e. Work Site. From the intersection of 95th Street and Wolf's Crossing Road in the City of Naperville, along the ComEd right-of-way (ROW) to US Route 30 in the Village of Oswego, along US Route 30 to Harvey Road, along Harvey Road to the ComEd ROW, along the ComEd ROW to Kendall Point Drive in the Village of Oswego, along Kendall Point Drive to US Route 34, along US Route 34 to the ComEd ROW, along the ComEd ROW to Codorus Road in Boulder Hill as described in the Contract Documents.

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

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

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

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

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

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

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

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

ARTICLE II
CONTRACT TIME

2.1 Commencement Date

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

2.2 Completion Date

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

TW-6/25 Section 2C:	730 days following the Commencement Date.
TW-6/25 Section 3A:	730 days following the Commencement Date.
TW-6/25 Section 3B:	550 days following the Commencement Date.
Any Combination of TW-6/25 Section 2C, Section 3A, or Section 3B:	730 days following the Commencement Date.

2.3 Time of the Essence

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

ARTICLE III
CONTRACTOR'S WARRANTIES AND REPRESENTATIONS

3.1 Warranties and Representations

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

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

B. Investigation of Work Site. Contractor has had a sufficient opportunity to conduct a thorough inspection and investigation of the Work Site and the surrounding area and has completed such inspection and investigation to its satisfaction.

Contractor has included in the Contract Price allowances and contingency amounts for difficulties or obstructions that may arise or be encountered in the performance of the Work, including without limitation adverse weather conditions, equipment breakdowns, subsurface, underground or other concealed conditions or obstructions, buried structures, 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 is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time.

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

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

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

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

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

3.2 Affirmation of Other Warranties and Representations

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

ARTICLE IV
FINANCIAL ASSURANCES

4.1 Bonds

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

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

4.2 Insurance

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

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 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 <u>Penalties</u>

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
<u>CONTRACT PRICE AND PAYMENT</u>

5.1 <u>Contract Price</u>

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

5.3 Method of Payment

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

ARTICLE VI
LEGAL RELATIONSHIPS AND REQUIREMENTS

6.1 Binding Effect

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

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

6.2 Relationship of the Parties

Contractor, and its Subcontractors and Suppliers, shall act as independent contractors in providing, performing, and completing the Work. No right of supervision, requirement of approval, or other provision of this Contract and no subsequent conduct of Owner or Contractor shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor, or (2) except as

provided in Paragraph 6.6B6 of the General Conditions of Contract, to create any relationship between Owner and any Subcontractor or Supplier of Contractor. The rights of Owner under this Contract, either directly or through Engineer, in the control of the quality and completeness of the Work shall not make Contractor, or any Subcontractor or Supplier of Contractor, an agent of Owner, and the liability of Contractor, and of all Subcontractors and Suppliers of Contractor, for all damages to persons or to public or private property arising from the provision, performance, or completion of the Work by Contractor, or any Subcontractor or Supplier of Contractor, shall not be lessened because of the existence, exercise, or the non-exercise of such rights.

6.3 Assignment

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

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

6.4 Confidential Information

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

Supplier shall own or be entitled to claim a copyright in the Contract or other documents prepared by Owner or Engineer.

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

D. Construction, Inc. and
Benchmark Construction Co., Inc., A Joint Venture
1488 South Broadway
Coal City, IL 60416

Attention: **Mark Atkins, Jr.**

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

By notice complying with the requirements of this Section, 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 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 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.

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

Attest/Witness:

D. Construction, Inc. and Benchmark Construction Co., Inc., A Joint Venture

By: ________________________ By: ________________________________
Kenneth Sandeno

Title: ________________________ Title: **President**

Attest/Witness:

By: ________________________ By: ________________________________
Mark Atkins, Jr.

Title: ________________________ Title: **President**

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

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

CONTRACTOR'S CERTIFICATION

Kenneth Sandeno and Mark Atkins, Jr., 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 ________________, _______.

Attest/Witness: *D. Construction, Inc. and Benchmark Construction Co., Inc., A Joint Venture*

By: ________________________ By: ________________________________
Signature, Title ***Kenneth Sandeno, President***

Subscribed and Sworn to before me this ____ day of _____________, 20___. My Commission Expires: ________________

_____________________________ [SEAL]
Notary Public

Attest/Witness:

By: ________________________ By: ________________________________
Signature, Title ***Mark Atkins, Jr., President***

Subscribed and Sworn to before me this ____ day of _____________, 20___. My Commission Expires: ________________

_____________________________ [SEAL]
Notary Public

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

Resolution #:	R-9-26
Account:	01-80-852010
Approvals: *Author / Manager / Finance / Admin*	AS JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 1/8/2026

Description: **Award of a Contract for the Construction of the West Transmission Main along the ComEd R.O.W. From Douglas Road to Codorus Road (Contract TW-6/25 Section 3B)**

Agenda Section: Engineering & Construction

Originating Department: Engineering

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

The first three construction packages, TW-6/25 Sections 1, 2A, and 2B, were bid with contracts awarded by the Board in late 2025. The subsequent three segments of the project, all consisting of 54" pipeline through the ComEd corridor, were also advertised in late 2025 with bids opening in mid-December. These sections are referred to as TW-6/25 Sections 2C, 3A, and 3B.

TW-6/25 Section 3B consists of just over one mile of 54" pipeline in Oswego and Boulder Hill (unincorporated Kendall County), from the end of Section 3A to a point just east of the Fox River. The bid opening was held on December 18th, with a total of four bids received. The list of bidders and their bids can be seen in the table below:

BID ALTERNATES	Alternate A (54-inch Steel) Total Bid Price	Alternate B (54-inch PCCP) Total Bid Price
D. Construction, Inc. & Benchmark Construction Co., Inc	$10,188,020.00	$10,088,000.00
John Neri Construction Company, Inc.	$11,077,690.00	-
Precision Infrastructure, LLC	$11,889,773.00	-
Airy's Inc.	$13,562,617.00	-

Based on the results of the bid opening, installation of 54-inch Steel has been identified as the desirable alternative, with the Joint Venture of Benchmark Construction Co., and D. Construction, Inc. (Joint Venture) identified as the lowest responsible bidder for TW-6/25 Section 3B with a submitted bid of $10,188,020.00. It should be noted that while the price submitted for the PCCP alternative is lower than that of the Steel alternative, Staff is recommending Steel to maintain pipeline material continuity with the previous four sections, all of which have been awarded or are proposed as Steel.

Resolution R-9-26 would approve a contract with the Joint Venture for the construction of the TW-6/25 Section 3B Project in the amount of $10,188,020.00.

This Joint Venture has previously been awarded the WaterLink contract for TW-6/25 Section 1, which is currently under construction, with an additional award for TW-6/25 Section 3A also proposed for approval (under separate cover).

Recommended Motion:

To adopt Resolution R-9-26.

DuPage Water Commission

RESOLUTION NO. R-9-26

A RESOLUTION AWARDING A CONTRACT FOR THE CONSTRUCTION OF
THE TW-6/25 SECTION 3B CONTRACT

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

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

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

WHEREAS, pursuant to Article VIII, Section 5 of the Commission's By-Laws, the DuPage Water Commission (the "Commission") invited proposals for the Construction of the TW-6/25 Section 3B Contract; and

WHEREAS, bids for Contract TW-6/25 Section 3B were received on December 18, 2025; and

WHEREAS, the Commission has reviewed the proposals received and determined that the proposal of the Joint Venture of Benchmark Construction Co., Inc. and D. Construction, Inc. (Joint Venture) was the most favorable to the interests of the Commission; and

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

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

SECTION TWO: The Board of Commissioners of the DuPage Water Commission hereby approves the Contract for the Construction of the TW-6/25 Section 3B Project in the amount of $10,188,020.00, 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-9-26.docx

EXHIBIT A

DuPage Water Commission

Contract for the Construction of:

West Transmission Main Along ComEd R.O.W

From Codorus Rd to Wolf's Crossing Rd

Contract TW-6/25 Section 3B

VOLUME I

CONTRACT DOCUMENTS

DuPAGE WATER COMMISSION

CONTRACT FOR THE CONSTRUCTION OF

CONTRACT TW-6/25 SECTION 3B

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CONTRACT AGREEMENT BETWEEN

DUPAGE WATER COMMISSION

AND

D. CONSTRUCTION, INC. AND BENCHMARK

CONSTRUCTION CO., INC., A JOINT VENTURE

FOR THE CONSTRUCTION OF

CONTRACT TW-6/25 SECTION 3B

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CONTRACT AGREEMENT BETWEEN

DUPAGE WATER COMMISSION

AND

D. CONSTRUCTION, INC. AND BENCHMARK

CONSTRUCTION CO., INC., A JOINT VENTURE

FOR THE CONSTRUCTION OF

CONTRACT TW-6/25 SECTION 3B

THIS CONTRACT AGREEMENT, made as of this **15** day of **January**, **2026**, by and between the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a public corporation, and **D. Construction, Inc. and Benchmark Construcction Co., Inc., a Joint Venture**,

W I T N E S S E T H:

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

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete at the Work Site and in the manner described and specified in this Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the design, if any, construction, and installation of the **Contract TW-6/25 Section 3B** 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.

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

1.2 Contract Documents

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

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

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

1.3 Interpretation of Contract Documents

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

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

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

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

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

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

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

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

e. Work Site. From the intersection of 95th Street and Wolf's Crossing Road in the City of Naperville, along the ComEd right-of-way (ROW) to US Route 30 in the Village of Oswego, along US Route 30 to Harvey Road, along Harvey Road to the ComEd ROW, along the ComEd ROW to Kendall Point Drive in the Village of Oswego, along Kendall Point Drive to US Route 34, along US Route 34 to the ComEd ROW, along the ComEd ROW to Codorus Road in Boulder Hill as described in the Contract Documents.

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

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

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

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

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

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

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

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

ARTICLE II
CONTRACT TIME

2.1 Commencement Date

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

2.2 Completion Date

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

TW-6/25 Section 2C:	730 days following the Commencement Date.
TW-6/25 Section 3A:	730 days following the Commencement Date.
TW-6/25 Section 3B:	550 days following the Commencement Date.
Any Combination of TW-6/25 Section 2C, Section 3A, or Section 3B:	730 days following the Commencement Date.

2.3 Time of the Essence

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

ARTICLE III
CONTRACTOR'S WARRANTIES AND REPRESENTATIONS

3.1 Warranties and Representations

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

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

B. Investigation of Work Site. Contractor has had a sufficient opportunity to conduct a thorough inspection and investigation of the Work Site and the surrounding area and has completed such inspection and investigation to its satisfaction.

Contractor has included in the Contract Price allowances and contingency amounts for difficulties or obstructions that may arise or be encountered in the performance of the Work, including without limitation adverse weather conditions, equipment breakdowns, subsurface, underground or other concealed conditions or obstructions, buried structures, 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 is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time.

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

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

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

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

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

3.2 Affirmation of Other Warranties and Representations

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

ARTICLE IV
FINANCIAL ASSURANCES

4.1 Bonds

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

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

4.2 Insurance

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

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

5.3 Method of Payment

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

ARTICLE VI
LEGAL RELATIONSHIPS AND REQUIREMENTS

6.1 Binding Effect

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

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

6.2 Relationship of the Parties

Contractor, and its Subcontractors and Suppliers, shall act as independent contractors in providing, performing, and completing the Work. No right of supervision, requirement of approval, or other provision of this Contract and no subsequent conduct of Owner or Contractor shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor, or (2) except as

provided in Paragraph 6.6B6 of the General Conditions of Contract, to create any relationship between Owner and any Subcontractor or Supplier of Contractor. The rights of Owner under this Contract, either directly or through Engineer, in the control of the quality and completeness of the Work shall not make Contractor, or any Subcontractor or Supplier of Contractor, an agent of Owner, and the liability of Contractor, and of all Subcontractors and Suppliers of Contractor, for all damages to persons or to public or private property arising from the provision, performance, or completion of the Work by Contractor, or any Subcontractor or Supplier of Contractor, shall not be lessened because of the existence, exercise, or the non-exercise of such rights.

6.3 Assignment

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

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

6.4 Confidential Information

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

Supplier shall own or be entitled to claim a copyright in the Contract or other documents prepared by Owner or Engineer.

Contractor shall identify any information supplied by it in providing, performing and completing the Work that is considered by it to be confidential or proprietary. Owner and Engineer shall not disclose any such designated confidential or proprietary information, unless such disclosure will not cause competitive harm, or such information was actually known to Owner or Engineer prior to its submission by Contractor, or such information was properly obtained or developed independently by Owner or Engineer, or Contractor consents to such disclosure. Notwithstanding the foregoing, Contractor acknowledges that Owner is subject to the Illinois Freedom of 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 <u>No Waivers</u>

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 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 <u>No Third Party Beneficiaries</u>

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 <u>Notices</u>

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:

D. Construction, Inc. and
Benchmark Construction Co., Inc., A Joint Venture
1488 South Broadway
Coal City, IL 60416

Attention: **Mark Atkins, Jr.**

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

By notice complying with the requirements of this Section, 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 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 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.

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

Attest/Witness:

D. Construction, Inc. and Benchmark Construction Co., Inc., A Joint Venture

By: ________________________	By: ________________________________ **Kenneth Sandeno**
Title: ________________________	Title: **President**

Attest/Witness:

By: ________________________	By: ________________________________ **Mark Atkins, Jr.**
Title: ________________________	Title: **President**

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

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

CONTRACTOR'S CERTIFICATION

Kenneth Sandeno and Mark Atkins, Jr., 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 ________________, _______.

Attest/Witness: *D. Construction, Inc. and Benchmark Construction Co., Inc., A Joint Venture*

By: ________________________ By: ________________________________
Signature, Title ***Kenneth Sandeno, President***

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

My Commission Expires: ________________

______________________________ [SEAL]
Notary Public

Attest/Witness:

By: ________________________ By: ________________________________
Signature, Title ***Mark Atkins, Jr., President***

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

My Commission Expires: ________________

______________________________ [SEAL]
Notary Public

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

Resolution #: R-10-26	
Account: As Assigned by Task Order	
Approvals: *Author / Manager / Finance / Admin*	
RCB RCB CAP PDM	

R E Q U E S T F O R B O A R D A C T I O N

Date: 1/8/2026

Description: **A Resolution Approving and Authorizing the Execution of a Master Services Agreement with Jacobs Associates dba Delve Underground, for Professional Consulting Services and Authorization of Task Orders No. 01 and No. 02**

Agenda Section: Engineering & Construction

Originating Department: Administration

Resolution No. R-10-26 would authorize the General Manager to enter into a Master Services Agreement with Jacobs Associates, dba Delve Underground, for professional consultation services in connection with various projects as they arise. This master agreement would allow the Commission to obtain from time-to-time professional consultation services in connection with professional engineering services as directed by the Commission. This master agreement would allow for the ease of administration between the Commission and the consultant to work under pre-agreed terms, conditions, and rates for such discrete projects described in Task Orders to be approved by the Commission and Consultant. R-10-26 also seeks the approval of Task Orders Nos. 01 and 02. Due to the critical nature and schedule of the proposed conflicting work by others, staff determined it was prudent to engage Delve Underground prior to receiving Board approval; therefore this action will ratify that determination.

Task Order No. 01 - Tunnel Impact Assessment and Construction Recommendations – 12' Diameter Tunnel to the Lexington Pump Station:

A private site developer within the City of Chicago corporate limits had mobilized to construct Rammed Aggregate Pier Foundations on private containing the easement for the DWC/Chicago 12' diameter water service tunnel - which presents a single point of failure for water delivery to the Lexington Pump Station. DWC had not been contacted prior to November 17, 2025 by the Chicago Office of Utility Coordination (OUC) or the Department of Water Management (DWM) regarding the proposed imminent work. Staff immediately engaged Delve Underground as subject matter experts to determine the impact of the proposed construction and advise OUC and the Department of Water Management of the Commission's concerns - at a cost not-to-exceed $30,000. Staff have been successful in emphasizing the importance of communication between the site developer, the general contractor, and the Department of Water Management, and the project is currently on hold until all concerns have been addressed.

Task Order No. 02 – IL 56 (Butterfield Road) Widening ComEd Duct Bank Pipe Ramming – Impact Assessment and Construction Recommendations for Existing 54-inch Southwest Transmission Main:

Similar to Task Order No. 01, Task Order No. 02 engaged Delve Underground as subject matter experts, to provide counsel and guidance regarding impacts of proposed conflicting construction adjacent to a large DWC transmission main. ComEd subcontractor Intren's preliminary intention was to perform horizontal pipe ramming for construction of an electrical duct bank in very close proximity to the DWC Southwest Transmission Main. Staff had been engaged with the Illinois Department of Transportation (IDOT) regarding the proposed roadway improvement project since January 2025 to understand the proposed work and potential impacts to the DWC transmission main. Staff ultimately received sufficient information regarding the proposed work methodologies in November 20, 2025, and Delve has been influential in identifying specific concerns relative to the proposed work. As of this time, DWC has been successful in stressing the importance of communications between IDOT, ComEd, and Intren (a ComEd contractor), and discussions of an alternative method of construction are being held with all affected parties including the Army Corp of Engineers, DuPage County Stormwater and various other affected parties.

Recommended Motion:

To approve Resolution R-10-26 and ratify the Master Services Agreement with Jacobs Associates, dba Delve Underground and including Task Orders Nos. 01 and 02.

RESOLUTION NO. R-10-26

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A MASTER SERVICES AGREEMENT WITH JACOBS ASSOCIATES dba DELVE UNDERGROUND FOR PROFESSIONAL SERVICES AND AUTHORIZATION OF TASK ORDER NOS. 01 and 02

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

WHEREAS, the Commission desires to obtain from time to time, and Jacobs Associates dba Delve Underground, a corporation organized and existing under the laws of Illinois ("Consultant"), desires to provide from time to time, professional engineering services in connection with the study of projects as delineated by the Commission; and

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

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

WHEREAS, the Consultant has developed the Scopes of Services attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 2, which is approved and will be formalized into Task Order Nos. 01 and 02 under the Master Services Agreement.

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

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

SECTION TWO: A Master Contract between the DuPage Water Commission and Jacobs Associates dba Delve Underground for Professional Engineering Services, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and hereby is approved and the General Manager shall be and hereby is authorized and directed to execute the Master Agreement in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Master Agreements shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Master Agreements executed by Jacobs Associates dba Delve Underground.

SECTION THREE: Upon execution of the Master Contract on behalf of the Commission pursuant to Section Two above, Task Order Nos. 01 and 02 to the Master Services Agreement, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 2, with such modifications as may be required or approved by the General Manager, shall be and hereby is approved and the General Manager shall be and hereby is authorized and directed to execute Task Order Nos. 01 and 02 to the Master Services Agreement in substantially the form attached hereto as Exhibit 2, with such modifications as may be required or approved by the General Manager; provided, however, that Task Order Nos. 01 and 02 to the Master Services Agreement shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Task Order Nos. 01 and 02 executed by Jacobs Associates dba Delve Underground. Upon execution by the General Manager, Task Order Nos. 01 and 02 to the Master Services Agreement, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

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

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

ADOPTED THS ___________DAY OF _______________, 2026

____
James F. Zay, Chairman

ATTEST:

____
Danna Mundall, Clerk
Board/Resolutions/R-XX-26.docx

EXHIBIT 1

Master Services Agreement

EXHIBIT 2

Task Order Nos. 01 and 02

MASTER CONTRACT BETWEEN

DuPAGE WATER COMMISSION

AND

JACOBS ASSOCIATES dba DELVE UNDERGROUND

FOR

PROFESSIONAL ENGINEERING SERVICES

MASTER CONTRACT BETWEEN

DuPAGE WATER COMMISSION

AND

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FOR

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In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and Jacobs Associates dba Delve Underground, 1011 Western Ave., Suite 706, Seattle WA, 98104 an ***[State Incorporated]*** Corporation, ("Consultant"), make this Contract as of the 15^{th} day of January, 2026, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

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

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

2. Approvals. Procure and furnish all approvals and authorizations specified in the Task Order for such Project.

3. Insurance. Procure and furnish all certificates of insurance specified in this Contract and such other certificates and policies of insurance as may be specified in the Task Order for such Project.

4. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the recognized industry standards of professional practice and in full compliance

with, and as required by or pursuant to, the Task Order for such Project and this Contract.

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

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

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

A. Submittals Required. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall submit to Owner all reports, documents, data, and information specifically set forth in the Task Order for such Project or otherwise required to be submitted by Consultant under this Contract and shall, in addition, submit to Owner all such reports, documents, data, and information as may be requested by Owner to fully document the Services for such Project ("Required Submittals").

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

C. Responsibility for Delay. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for any delay in the Services due to delay in providing Required Submittals conforming to the Task Order for such Project and this Contract but only to the extent that such delay was caused by the negligent performance of Consultant's services and not by any other party which the Consultant does not control.

1.4 Review and Incorporation of Contract Provisions

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

1.5 Financial and Technical Ability to Perform

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

1.6 Time

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant represents and warrants, by its approval of such Task Order, that it is ready, willing, able, and prepared to begin the Services on the Commencement Date set forth in the Task Order for such Project and that the Contract Time for such Task

Order is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract for the Contract Price set forth in the Task Order for such Project.

1.7 Consultant's Personnel and Subcontractors

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

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

C. Removal of Personnel and Subcontractors. For each Project delineated and described in a Task Order issued pursuant to this Contract, if any personnel or subcontractor fails to perform the part of the Services undertaken by it in accordance with this Contract or the applicable Task Order, Consultant shall immediately upon notice from

Owner remove and replace such personnel or subcontractor. Consultant shall have no claim for damages, for compensation in excess of the Contract Price for such Task Order, or for a delay or extension of the Contract Time for such Task Order as a result of any such removal or replacement.

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

1. It is expressly understood by the parties that Consultant's responsibility for safety conditions shall be strictly limited to its employees, subcontractors, and representatives. It is expressly understood by the parties that Owner's responsibility for safety conditions shall be strictly limited to its employees, subcontractors, and representatives.

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

OSHA Regulations and Guidelines, including without limitation Occupational Safety & Health Standards and Construction Industry Safety & Health Regulations as outlined in Parts 1910 and 1926 of US Dept. of Labor Chapter XVII - Occupational Safety and Health Administration, Title 29, and US Dept. of Labor Document OSHA 2202 "OSHA Safety and Health Standards Digest," ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations for a further description of these potentially hazardous conditions and the regulations applicable thereto.

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

4. Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by Owner's construction contractors. Nor shall Consultant be responsible for the supervision of Owner's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors, with respect to their construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on Owner's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of Owner. In no event shall Consultant be liable for the acts or omissions of Owner's construction contractors,

subcontractors, employees, representatives, or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with Owner.

1.8 Owner's Responsibilities

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall, at its sole cost and expense and except as otherwise provided in the Task Order for such Project: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require Board approval of Owner; (b) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) review and comment on all Required Submittals and other reports, documents, data, and information presented by Consultant; (h) except as otherwise provided in the Task Order for the Project, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (i) except as provided in Article IV of this Contract, provide all accounting, insurance, and legal counseling services as may be necessary from time to time in the sole judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under the Task Order for the Project or this Contract. Information as to the location of Owner's existing facilities and data and recommendations received from other consultants have been indicated or provided solely for the convenience of Consultant. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information and such information is not guaranteed.

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

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Services under any Task Order in whole or in part at any time by providing at least fifteen (15) days prior written notice to

Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under such Task Order, cease all placement of further orders or subcontracts under such Task Order, terminate or suspend Services under existing orders and subcontracts for such Task Order, and cancel any outstanding orders or subcontracts under such Task Order that may be canceled. Consultant shall be entitled to additional compensation or the right to terminate such Task Order in the event of any suspension that exceeds a period of 90 days.

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

ARTICLE II
CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

2.3 No Constructive Change Orders

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

ARTICLE III
CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Standard of Care

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

B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of

Consultant's experience and qualifications and represent Consultant's judgment as an experienced and qualified professional, familiar with the industry. Consultant does not guaranty that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

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

3.2 Corrections

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

3.3 Risk of Loss

INTENTIONALLY OMITTED.

ARTICLE IV
FINANCIAL ASSURANCES

4.1 Insurance

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

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

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

   (a) Worker's Compensation: Statutory;

(b) Employer's Liability:

$500,000 injury-per occurrence

$500,000 disease-per employee

$500,000 disease-policy limit

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

2. Commercial Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of $1,000,000 per occurrence for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

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

(a) Each Occurrence: $1,000,000

(b) General Aggregate: $2,000,000

(c) Completed Operations Aggregate: $2,000,000

(d) Personal Injury: $1,000,000

Coverages shall include:

- Broad Form Property Damage Endorsement

- Blanket Contractual Liability

4. Professional Liability Insurance. With a limit of liability $1,000,000 per claim and $2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of Consultant's negligent acts, errors, and omissions under the Contract and each Task Order issued pursuant to this Contract. Such insurance, or such insurance as may then be commercially available in the marketplace, shall be maintained for a one year period from and after Final Payment.

5. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella

policy must provide excess coverage over underlying insurance on following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

6. Owner as Additional Insured. Owner shall be named as an Additional Insured on the following policies:

Commercial Motor Vehicle Liability

Commercial General Liability

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

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

4.2 Indemnification

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

ARTICLE V
PAYMENT

5.1 Contract Price

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

5.2 Taxes, Benefits and Royalties

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

5.3 Progress Payments

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

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

5.4 Final Acceptance and Final Payment

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

5.5 <u>Deductions</u>

A. <u>Owner's Right to Withhold</u>. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, for each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under such Task Order such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete, or contain errors; (2) damage for which Consultant is liable under this Contract and not covered by insurance; (3) liens or claims of lien regardless of merit unless bonded over by Consultant or unless such liens were a result of Owner's failure to comply with its payment obligations in this Contract; (4) delay in the progress or completion of the Services unless due to causes that could not be avoided or controlled by Consultant; (5) inability of Consultant to complete the services due to no fault of Owner or its employees, agents, and contractors; (6) failure of Consultant to properly complete or document any pay request; or (7) any other failure of Consultant to perform any of its obligations under the Task Order for such Project and this Contract; provided, however, that Owner has provided Consultant with advance written notice of any such event, and Consultant has failed to cure or if efforts to cure with due diligence such matter within ten business days after receipt of such written notice.

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

5.6 Accounting

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

ARTICLE VI
REMEDIES

6.1 Termination for Default

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

1. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, nonconforming or incomplete, or contain errors; to accelerate all or any part of the Services; and to take any or all other action necessary to bring Consultant and the Services into compliance with this Contract.

2. Owner may accept the Services that are defective, nonconforming, incomplete, or dilatory, or contain errors, or part thereof, and make an equitable reduction in the Contract Price.

3. Owner may withhold from any Progress Payment or Final Payment in accordance with this Agreement, whether or not previously approved.

4. If Owner terminates this Contract due to Consultant's Event of Default, Owner may seek recovery of direct damages actually incurred by Owner in completing or correcting the Services.

6.2 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII
LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract, and all Task Orders issued pursuant to this Contract, shall be binding upon Owner and Consultant and upon their respective affiliates, subsidiaries, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to its affiliates, subsidiaries and permitted successors.

7.2 Relationship of the Parties

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

7.3 No Collusion/Prohibited Interests

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

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

Consultant hereby represents and warrants that neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Services or will participate, in any manner whatsoever, in the Services is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Services or will participate, in any manner whatsoever, in the Services is, directly or indirectly, engaged in, or facilitating, the Services on behalf of any such person, group, entity or nation.

7.4 Assignment

Consultant shall not (1) assign this Contract or any Task Order issued pursuant to this Contract, in whole or in part, (2) assign any of Consultant's rights or obligations under this Contract or any Task Order issued pursuant to this Contract, or (3) assign any payment due or to become due under this Contract or any Task Order issued pursuant to this Contract without the prior express written approval of Owner, which shall not be be unreasonably withheld, conditioned, or delayed; provided, however, that Owner's prior written approval shall not be required for: (i) assignment of this Contract, in its entirety, to an affiliate or in connection with a merger, acquisition, corporate reorganization, or the sale of all or substantially all of its assets related to this Contract; or (ii) assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract or any Task Order issued pursuant to this Contract, in whole or in part, or any or all of its rights or obligations under this Contract or any Task Order issued pursuant to this Contract, without the consent of Consultant.

7.5 Confidential Information

The term "Confidential Information" shall mean information in the possession or under the control of a disclosing party ("Disclosing Party") relating to the technical, business, or corporate affairs of the Disclosing Party; Disclosing Party property; user information, including, but not limited to, information pertaining to usage of computer systems, including and without limitation, any information obtained from server logs or other records of electronic or machine-readable form; and the existence of, and terms and conditions of, this Contract. The term "Confidential Information" shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the receiving party ("Receiving Party") from a source other than the Disclosing Party prior to the time of disclosure of such information to the Receiving Party pursuant to this Contract and without an obligation of non-disclosure or confidentiality ("Time of Disclosure"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Contract on the part of the Receiving Party; or (4) to have been supplied to the Receiving Party after the Time of Disclosure without restriction by a third party who is under no obligation to the Disclosing

Party to maintain such information in confidence. The Receiving Party acknowledges that it shall, in performing its obligations and responsibilities under this Agreement, have access, or be directly or indirectly exposed, to the Disclosing Party's Confidential Information. The Receiving Party shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Disclosing Party, except as necessary to perform its obligations under this Agreement. The Receiving Party shall use reasonable measures and degree of care at least as strict as those the Disclosing Party uses to protect its own confidential information, but in no less than a reasonable degree of care. Such measures shall include, without limitation, requiring employees and subconsultants of the Receiving Party to execute a non-disclosure agreement before obtaining access to Confidential Information. For each Project delineated and described in a Task Order issued pursuant to this Contract, all information supplied by Owner to Consultant for or in connection with the Task Order for such Project or the Services under such Task Order shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services under such Task Order.

7.6 Security

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

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

1. Information needed to complete a Conviction Information Request Non-Fingerprint Form (for background checks, including conviction information, conducted by the Illinois State Police Bureau of Identification)

2. Education History

3. Military Service

4. Character and Reputation References

5. Verification of Identity

6. Fingerprints

No Consultant personnel, including subcontractor personnel, will be granted unescorted access to Owner's facilities, nor shall any Consultant personnel, including subcontractor personnel, be engaged to perform Services under a Task Order issued pursuant to this Contract for which such Task Order requires the background of off-site personnel to be investigated, until any background investigation required by Owner has been successfully completed. Owner reserves the right to order Consultant to remove from Owner's facilities any personnel, including subcontractor personnel, who Owner determines pose a threat to the security of Owner or its facilities. Any such person so removed shall not be engaged again on the Services.

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

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

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

7.7 No Waiver

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

7.8 No Third Party Beneficiaries

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

7.9 Notices

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

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

DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: Paul D. May P.E., General Manager

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

Jacobs Associates dba Delve Underground
1939 W. 25th St., Ste 200
Cleveland, OH 44113
Attention: Brad Murray P.E., Vice President – Midwest Region

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

By notice complying with the requirements of this Section 7.9 Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

7.10 Governing Laws

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

7.11 Changes in Laws

INTENTIONALLY OMITTED.

7.12 Compliance with Laws and Grants

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to such Project or the Services under the Task Order for such Project, provided that Owner furnishes a copy of any such conditions prior to the execution of any Task Order.

7.13 Documents

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

Nothing in this paragraph shall constitute or be constructed to be any representation by the Consultant that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by the Owner shall be at the Owners sole risk and without liability or legal exposure to Consultant.

7.14 Time

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

7.15 Severability

The provisions of this Contract and each Task Order issued pursuant to this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract or a Task Order issued pursuant to this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract or such Task Order shall be in any way affected thereby.

7.16 Entire Agreement

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

7.17 Amendments

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

7.18 Cumulative Remedies

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

7.19 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, LOST PROFITS OR REVENUE, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR ANY TASK ORDER.

TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOT WITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, THE TOTAL LIABILITY IN THE AGGREGATE PER TASK ORDER OF CONSULTANT, ITS OFFICERS, AFFILIATES, DIRECTORS, SHAREHOLDERS, EMPLOYEES, TO THE OWNER OR ANYONE CLAIMING BY AND THROUGH OR UNDER THE OWNER, FOR ANY AND ALL CLAIMS, LOSSES, LIABILITIES, COSTS OR DAMAGES OF ANY NATURE WHATSOEVER ("LIABILITIES") ARISING UNDER THIS AGREEMENT, SHALL NOT EXCEED THE AMOUNTS OF INSURANCE REQUIRED UNDER THE AGREEMENT PROVIDING COVERAGE FOR SAID LIABILITIES. THE PARTIES AGREE THAT OWNER MAY REQUEST AN INCREASE IN THE LIMIT OF LIBILITY BASED ON THE TASK ORDER ASSIGNMENT.

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

(SEAL)

Attest/Witness:	**DUPAGE WATER COMMISSION**
By: ____________________	By: __________________________________ Paul D. May, P.E.
Title: ____________________	Title: General Manager

Attest/Witness:

By: Greg Ragoff

Title: office Manager

JACOBS ASSOCIATES DBA DELVE

By: [redacted]

Title: Vice President – Midwest Region

ATTACHMENT A

DESCRIPTION OF BASIC SERVICES

[TO BE USED IN DEVELOPMENT OF INDIVIDUAL TASK ORDERS]

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

1. Study and Report Phase. If Study and Report Services are to be provided under a Task Order, such Study and Report Services shall include one or more or all of the following as set forth in the Task Order:

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

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

    c. Provide economic analysis of various alternatives.

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

2. Preliminary Design Phase. If Preliminary Design Services are to be provided under a Task Order, such Preliminary Design Services shall include one or more or all of the following as set forth in the Task Order:

    a. Determine the general scope, extent and character the Project.

    b. Prepare preliminary design documents consisting of drawings, specifications, a written description of the Project and other documents appropriate for Project.

    c. Furnish five copies of the Preliminary Design Documents, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, for review and approval by Owner, and review them in person with Owner.

3. Final Design Phase. If Final Design Services are to be provided under a Task Order, such Final Design Services shall include one or more or all of the following as set forth in the Task Order:

   a. On basis of accepted Preliminary Design Documents and the revised opinion of probable Project Costs and Construction Cost of the Project, prepare pricing and quantity proposal forms, final drawings, and specifications for incorporation in the construction contract documents. Such drawings and specifications shall show the general scope, extent and character of the work to be furnished and performed by the construction contractor.

   b. Assist Owner by providing all required criteria, descriptions and design data and consulting with officials and Owner to obtain permits and to prepare other bidding/negotiation and construction contract documents.

   c. Furnish five copies of the proposal forms, drawings and specifications, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, based upon the drawings and specifications and the other bidding/negotiation and construction contract documents, for review and approval by Owner, and review them in person with Owner.

4. Bidding or Negotiating Phase. If Bidding or Negotiating Services are to be provided under a Task Order, such Bidding or Negotiating Services shall include one or more or all of the following as set forth in the Task Order:

   a. Assist Owner in advertising for and obtaining bids or negotiating proposals. Maintain a record of prospective bidders to whom bidding documents have been issue and attend pre-bid or negotiation conferences.

   b. Issue addenda as appropriate and approved by Owner.

   c. Consult with and advise Owner as to the acceptability of contractors, subcontractors, suppliers and other persons if such acceptability is required by the construction contract documents.

   d. Consult with Owner as to acceptability of proposed substitute materials and equipment.

   e. Attend bid openings, prepare bid or negotiation tabulation sheets, and assist Owner in evaluating bids or proposals and in assembling and awarding construction contracts.

5. Construction Phase. If Construction Services are to be provided under a Task Order, such Construction Services shall include one or more or all of the following as set forth in the Task Order:

   a. Furnish advice and consulting services during the construction period.

b. Review, return and comment on shop drawings and other equipment drawings furnished by contractors for materials and equipment to be incorporated into the work. Submittals shall be returned within 30 days of receipt by Consultant.

c. Consult and advise on the interpretation of the construction contracts.

d. Provide a representative to observe the construction of the work on a daily basis; such representative to be acceptable to Owner at all times. On the basis of such observation, Consultant may disapprove of or reject construction work while it is in progress if it does not conform to the construction contract or will prejudice the integrity of the design concept.

e. Assist Owner and field personnel in checking laboratory tests of construction materials and equipment which are to be incorporated into the work.

f. Review contractors' breakdown of cost, material quantities and scheduling.

g. Prepare monthly estimates and certification of construction progress payments, and report to Owner as required to keep Owner informed on the progress of construction and to allow Owner to perform its obligations under the construction contracts.

h. Prepare and submit proposed change orders to Owner for its consideration, approval or denial. Consultant shall, when requested, submit recommendations on proposed change orders.

i. Maintain daily records of construction, including logs of weather conditions, accident reports, work accomplished, manpower, equipment and materials used, and problems encountered.

j. Schedule and attend preconstruction and job conferences and promptly prepare and circulate minutes thereof to all participants.

k. Maintain files of correspondence, reports of job conferences, field orders, addenda, change orders, shop drawings, samples, progress reports, product data, submittals, handbooks, operations and maintenance manuals, instructions and other project-related documents.

l. Conduct final inspection of the construction work, and prepare punchlists for corrections and recommend, when the construction work is complete, final payment to the construction contractors.

m. Prepare and continuously update drawings of record, and submit quarterly updates to Owner in electronic CADD files and/or other electronic file format acceptable to Owner operating on an IBM compatible microcomputer under a Windows operating system.

6. Operational Phase. If Operational Services are to be provided under a Task Order, such Operational Services shall include one or more or all of the following as set forth in the Task Order:

   a. Provide assistance in the closing of any financial, refinancing or related transaction for the Project.

   b. Assist Owner in training Owner's personnel to operate and maintain the Project and develop systems and procedures for operation, maintenance and recordkeeping for the Project.

ATTACHMENT B

FORM OF TASK ORDER

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Jacobs Associates dba Delve Underground ("Consultant"), for Professional Engineering Services dated August 21, 2025 (the "Contract"), Owner and Consultant agree as follows:

1. **Project**:

   [Insert Title, Description and Scope of the Project]

2. **Services of Consultant**:

   A. Basic Services:

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

   B. Additional Services:

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

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

   [List or state "none"]

4. **Commencement Date**:

   ☐ the date of execution of this Task Order by Owner.

   ☐ ______________ days following execution of this Task Order by Owner.

   ☐ ______________ days following issuance of Notice to Proceed by Owner.

   ☐ __________________________, 202_.

5. **Completion Date**:

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

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

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

For use with multiple phase projects with separate completion dates:

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

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

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

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

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

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

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

6. **Submittal Schedule**:

Submittal: Due Date:

7. **Key Project Personnel**:

Names: Telephone:

8. **Contract Price**:

☐ LUMP SUM TASK ORDER

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

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

______________________________ Dollars and _________________ Cents
(in writing) (in writing)

______________________________ Dollars and _________________ Cents
(in figures) (in figures)

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

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

Phase	Lump Sum
Study and Report	$
Preliminary Design	$
Final Design	$
Bidding/Negotiation	$
Construction	$
Operational	$
_____________________	$

☐ COST PLUS FIXED FEE TASK ORDER

For use with single phase projects or multiple phase projects with uniform pricing:

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

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

For use with multiple phase projects with separate pricing:

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

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

☐ DIRECT COST TASK ORDER

For use with single phase projects or multiple phase projects with uniform pricing:

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

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

For use with multiple phase projects with separate pricing:

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

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

9. **Payments**:

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

For use with Lump Sum Task Orders:

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

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

OR

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

For use with Cost Plus Fixed Fee Task Orders:

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

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

For use with Direct Cost Task Orders:

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

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

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

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

10. **<u>Special Safety Requirements</u>**:

[state "none" or:

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

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

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

11. **<u>Modifications to Contract</u>**:

[Describe Contract modifications or state "none"]

12. **Attachments**:

[List or state "none"]

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

The Effective Date of this Task Order is ______________________, 202_.

DUPAGE WATER COMMISSION

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

COMMISSION DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: ***Commission Representative TBD***

Title:

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

E-mail Address:

Phone:

Fax: (630) 834-0120

Jacobs Associates dba Delve Underground

By: ___________________________________

Name:___________________________________

Title: ___________________________________

CONSULTANT DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address:

E-mail Address:

Phone:

Fax:

TASK ORDER NO. 01

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Jacobs Associates dba Delve Underground ("Consultant"), for Professional Engineering Services dated as of the 16th day of January, 2026 (the "Contract"), Owner and Consultant agree as follows:

1. **Project**:

   Roosevelt and Kostner Industrial Development-Rammed Aggregate Pier Foundations Tunnel Impact Assessment and Construction Recommendations – 12' Diameter Tunnel which Services the Lexington Pump Station

2. **Services of Consultant**:

   Delve Underground will provide DWC the following professional services:
   - Project Management:
     - Meetings: Assumed as one meeting per week for a duration of one month
     - Monthly Reporting and Invoicing
     - Quality Control and Assurance
   - Review of Background Information:
     - Review available geotechnical reports for the site
     - Review as-built information for the existing water tunnel
     - Review past monitoring data from similar construction activities
   - Development of Tunnel Impact Assessment Memorandum:
     - Summary of existing conditions and anticipated construction methodology based on review of Owner provided documents
     - Assessment of vibration related impacts to the existing tunnel
     - Assessment of potential load transfer to the existing tunnel
     - Summary of findings
     - Recommendations for construction monitoring, including instrumentation, monitoring frequency, and proposed action levels.
     - Observation of pile load testing. Discussions on further support during construction are anticipated at a later date.
   - All other Scope of Work is expressly excluded

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

   None

4. **Commencement Date**:

   November 18, 2025

5. **Completion Date**:

   April 30, 2026

6. **Submittal Schedule**:

   As Needed

7. **Key Project Personnel**:

   Daniel Ebin
   Sam Swartz

8. **Contract Price**:

   Direct Staff Rates with a 3.1 multiplier, but not to exceed $30,000.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments**:

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

10. **Special Safety Requirements**:

    None.

11. **Modifications to Contract**:

    As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

12. **Attachments**:

    None

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

The Effective Date of this Task Order is January 16, 2026.

DUPAGE WATER COMMISSION

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

DWC DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:	R. Christopher Bostick
Title:	Manager of Water Operations
Address:	600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address:	bostick@dpwc.org
Phone:	(630) 834-0100
Fax:	(630) 834-0120

JACOBS ASSOCIATES dba DELVE UNDERGROUND.

By: ___________________________________

Name: Brad Murray, P.E.
Title: Vice President, Midwest Region

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:	Daniel Ebin, P.E.
Title:	Senior Associate
Address:	123 N Wacker Dr., Chicago, Illinois 60606
E-mail Address:	ebin@delveunderground.com
Phone:	(312) 535-0347

TASK ORDER NO. 02

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Jacobs Associates dba Delve Underground ("Consultant"), for Professional Engineering Services dated as of the 16th day of January, 2026 (the "Contract"), Owner and Consultant agree as follows:

1. **Project**:

   IL 56 Widening ComEd Duct Bank Pipe Ramming – Impact Assessment and Construction Recommendations for Existing 54-inch Southwest Transmission Main

2. **Services of Consultant**:

   Delve Underground will provide DWC the following professional services:
   - Project Management:
     - Meetings: Assumed as one meeting per week for a duration of one month, and two meetings with ComEd, Intren, or other project stakeholders
     - Monthly Reporting and Invoicing
     - Quality Control and Assurance
   - Review of Background Information:
     - Review available geotechnical reports for the site
     - Review as-built information for the existing 54-inch water main
     - Review of communications with project stakeholders and recommendations for data requests
   - Development of Water Main Impact Assessment Memorandum:
     - Summary of understanding of existing conditions and anticipated construction methodology based on review of Owner provided documents
     - Assessment of vibration related impacts to the existing water main
     - Assessment of potential load transfer, direct impacts, loss of confinement, or settlement to the existing water main
     - Summary of findings
     - Recommendations for construction mitigation, monitoring, including instrumentation, monitoring frequency, and proposed action levels.
     - One site visit. Discussions on further support during construction are anticipated at a later date.
   - All other Scope of Work is expressly excluded

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

   None

4. **Commencement Date**:

   December 11, 2025

5. **Completion Date**:

   April 30, 2026

6. **Submittal Schedule**:

   As Needed

7. **Key Project Personnel**:

   Daniel Ebin
   Sam Swartz

8. **Contract Price**:

   Direct Staff Rates with a 3.1 multiplier, but not to exceed $30,000.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments**:

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

10. **Special Safety Requirements**:

    None.

11. **Modifications to Contract**:

    As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

12. **Attachments**:

    None

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

The Effective Date of this Task Order is January 16, 2026.

DUPAGE WATER COMMISSION

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

DWC DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:	R. Christopher Bostick
Title:	Manager of Water Operations
Address:	600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address:	bostick@dpwc.org
Phone:	(630) 834-0100
Fax:	(630) 834-0120

JACOBS ASSOCIATES dba DELVE UNDERGROUND.

By: ___________________________________

Name: Brad Murray, P.E.
Title: Vice President, Midwest Region

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:	Daniel Ebin, P.E.
Title:	Senior Associate
Address:	123 N Wacker Dr., Chicago, Illinois 60606
E-mail Address:	ebin@delveunderground.com
Phone:	(312) 535-0347

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

MEMORANDUM

To: Paul May, General Manager

From: Cheryl Peterson, Financial Administrator

Date: 12/9/2025

Subject: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the December 18, 2025, Commission meeting:

November 11, 2025, to December 9, 2025, A/P Report		$ 9,821,152.07
Accrued and estimated payments required before January 2026 Commission meeting		1,863,275.00
	Total	$11,684,427.07

cc: Chairman and Commissioners

Board Open Payable Report

DuPage Water Commission

As Of 12/09/2025

Summarized by Payable Account

Payable Number	Description	Post Date	Payable Amount		Net Amount
Payable Account:	01-211000 - ACCOUNTS PAYABLE				
Vendor: 2460	**Action Screen Print & Embroidery**			**Payable Count: (1)**	**4,833.75**
55849	1/4-Zip Pullovers	11/30/2025	4,833.75		4,833.75
Vendor: 2228	**Altorfer Industries, Inc.**			**Payable Count: (1)**	**352.80**
P6AC0138748	Air Flow Indicators	11/30/2025	352.80		352.80
Vendor: 2578	**Arcadis U.S., Inc.**			**Payable Count: (1)**	**20,000.00**
36067987	ERP-RRA Gap Analysis	11/30/2025	20,000.00		20,000.00
Vendor: 2173	**Atomatic Mechanical Services, Inc.**			**Payable Count: (1)**	**2,760.44**
SRV25-07458	Testing on Liebert Air Handlers in C101	11/24/2025	2,760.44		2,760.44
Vendor: 2283	**BMO HARRIS CREDIT CARD**			**Payable Count: (1)**	**6,194.70**
INV0008657	Combined Statements: November 2025	11/30/2025	6,194.70		6,194.70
Vendor: 1134	**CITY OF CHICAGO DEPARTMENT OF WATER**			**Payable Count: (1)**	**159,722.12**
493198	LEX PS REPAIRS & MAINTENANCE	11/30/2025	159,722.12		159,722.12
Vendor: 1135	**CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION**			**Payable Count: (1)**	**9,587,124.39**
INV0008659	WATER BILLING: November 2025	11/30/2025	9,587,124.39		9,587,124.39
Vendor: 2171	**Friendly Ford**			**Payable Count: (6)**	**789.66**
137382	Vehicle Maint: M231092	11/18/2025	11.00		11.00
137763	Vehicle Maint: M245561	11/18/2025	133.05		133.05
137828	Vehicle Maint: M231985	11/18/2025	385.82		385.82
138093	Vehicle Maint: M225623	11/25/2025	82.29		82.29
138439	Vehicle Maint: 2014 Ford F250	12/02/2025	88.75		88.75
138461	Vehicle Maint: 2019 Ford F250	12/02/2025	88.75		88.75
Vendor: 1068	**HACH COMPANY**			**Payable Count: (1)**	**440.70**
14779304	High Range Chlorine Test Strips	12/09/2025	440.70		440.70
Vendor: 1607	**HOUSE OF GLASS**			**Payable Count: (1)**	**485.00**
I-25-4262	Glass for Conference Room Table	11/25/2025	485.00		485.00
Vendor: 2198	**Meccon Industries, Inc.**			**Payable Count: (1)**	**1,551.94**
52348	Pallet Stacker Rental for Valve Replacement Projec	11/30/2025	1,551.94		1,551.94
Vendor: 1223	**METIRI ANALYTICAL GROUP INC**			**Payable Count: (1)**	**505.00**
GA5005698	Quarterly UCMR5 Testing	11/30/2025	505.00		505.00
Vendor: 2189	**NCPERS Group Life Ins.**			**Payable Count: (3)**	**132.84**
INV0008588	NCPERS - IMRF 6641	11/07/2025	44.28		44.28
INV0008613	NCPERS - IMRF 6641	11/21/2025	44.28		44.28
INV0008641	NCPERS - IMRF 6641	12/05/2025	44.28		44.28
Vendor: 1373	**NEUCO INC.**			**Payable Count: (1)**	**3,098.10**
9215623	Booster Pump for Laboratory Sink	11/24/2025	3,098.10		3,098.10
Vendor: 1395	**ODP Business Solutions, LLC**			**Payable Count: (1)**	**193.28**
447356861001	Office Supplies	11/30/2025	193.28		193.28
Vendor: 1642	**PORTER PIPE & SUPPLY CO.**			**Payable Count: (3)**	**-555.25**
12981145-00	Return	10/16/2025	-780.41		-780.41
13001288-00	Return	10/16/2025	-70.30		-70.30
13137092-00	Maintenance Supplies	11/30/2025	295.46		295.46
Vendor: 2473	**Reliable High Performance Products, Inc.**			**Payable Count: (1)**	**3,797.23**

Payable Number	Description	Post Date	Payable Amount		Net Amount
DUPAGEWC11302025	Uniforms	11/30/2025	3,797.23		3,797.23
Vendor: 2096	**William A. Fates**			**Payable Count: (1)**	**1,666.67**
INV0008655	Service as Treasurer: December 2025	12/02/2025	1,666.67		1,666.67
		Payable Account 01-211000		**Payable Count: (27) Total:**	**9,793,093.37**
Payable Account:	01-211030 - ACCTS PAYABLE - CONSTRUCTION				
Vendor: 2421	**Burns & McDonnell Engineering Co., Inc.**			**Payable Count: (1)**	**27,496.50**
186862-1	WaterLink Program Mgmt & Construction Engineering	11/30/2025	27,496.50		27,496.50
Vendor: 1178	**PADDOCK PUBLICATIONS, INC.**			**Payable Count: (1)**	**253.00**
359387	Legal Notice: TW-6/25 2C, 3A and 3B	11/30/2025	253.00		253.00
Vendor: 2557	**Shaw Media**			**Payable Count: (1)**	**309.20**
1059127	Legal Notice: WaterLink 2C 3A & 3B	11/30/2025	309.20		309.20
		Payable Account 01-211030		**Payable Count: (3) Total:**	**28,058.70**

Payable Account Summary

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	27	9,793,093.37
01-211030 - ACCTS PAYABLE - CONSTRUCTION	3	28,058.70
Report Total:	**30**	**9,821,152.07**

Payable Fund Summary

Fund		Amount
01 - WATER FUND	30	9,821,152.07
Report Total:	**30**	**9,821,152.07**

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 1-15-26
Board Meeting Date: December 18, 2025

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
80,000.00	Blue Cross Blue Shield - Health Insurance			
8,500.00	Euclid Managers - Dental Insurance			
12,500.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
400.00	Healthiest You			
150.00	NCPERS - IMRF			
35,000.00	ComEd - Utility Charges			
400,000.00	Dynegy - Utility Charges			
180,000.00	City of Chicago - Lexington. Electric			
45,000.00	City of Chicago - Lexington Labor Costs			
35,000.00	City of Chicago - Repairs & Maintenance			
2,000.00	City of Naperville -Meter Station Electric Bills			
15,000.00	Nicor - Gas			
400.00	Comcast - Internet Service			
3,000.00	AT & T - Telephone Charges			
3,000.00	AT & T - Scada Backhaul Network/IP Flex			
1,000.00	Fed - Ex - Postage/Delivery			
6,650.00	Procurement Card Charges - $350 Travel, $200 Conferences, $2200 Training, $1400 Other Admin $250 Publications, $50 Maintenance Supplies, $600 Dues, $850 Instrumentation, $150 Pipeline $150 Computers			
250.00	Anderson - Pest Control			
500.00	Republic Services - Disposal Services			
500.00	Aramark - Supplies			
1,500.00	Cintas- Supplies			
250.00	Elecsys - Cell Data Services			
4,000.00	AL Warren - Fuel			
600.00	Toshiba - Copy and Lease Charges			
2,500.00	Multisystem Management - Cleaning Services			
625.00	Pitney Bowes - Postage			
8,000.00	Grainger - Supplies for Operations			
2,500.00	Verizon - Wireless Service			
500.00	Verizon Connect - Diagnostics			
100.00	City of Aurora - Microbial Analysis			
150.00	Logical Media - Hosting Services			
1,700.00	William Fates - Treasurer			
6,000.00	Baker Tilly			
45,000.00	Schirott, Luetkehans & Garner, LLC			
20,000.00	Schirott, Luetkehans & Garner, LLC - MOY			
100.00	Village of Northbrook - Stormwater Service (Quarterly)			
7,000.00	Xerox (Formerly IT Savvy) - Network Support			
200.00	Alexander Kefaloukos - Security			
600.00	Red Wing - Uniforms			
100.00	Elmhurst Occupational Health - New employee			
500.00	Elmhurst Standard Plaza - Vehicle Maintenance			
200.00	Sooper Lube - Vehicle Maintenance			
200.00	Friendly Ford - Vehicle Maintenance			
200.00	Sterling - Background Checks			
5,000.00	Storino Ramello & Durkin			
500.00	Local 399 Training courses			
135,000.00	A/C Service & Repair - Rebuild Cone Valve for HLP			
8,300.00	Altorfer - Controls Troubleshooting for Generator System			
2,000.00	Beary - Tanksite Landscaping			
2,000.00	Beary - Landscaping			
2,000.00	Bedrock - Landscaping			
75,000.00	CDM Smith - Engineering for MVSWGR			
20,000.00	CDW - Workstation/Laptops			
3,800.00	Chicago Tribune - Legal Notice WaterLink			
2,500.00	Convergint - Annual Regulatory Testing of Fire Alarm			
600.00	Core & Main - RF Supplies			
400.00	Core & Main - Pipeline Supplies			
12,000.00	Curvature - AGUA File Server Upgrade			
22,000.00	Curvature - SonicWall Firewall Replacement			
21,000.00	Delve - Seismic Impact Assessment of 12' Tunnel			
500.00	Ebel's Ace Hardware - Project Supplies			
2,000.00	ESRI - ArcGIS Online Mobile Worker Licenses for WaterLink			
7,000.00	FCX Performance - Pressure Gauges			

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 1-15-26
Board Meeting Date: December 18, 2025

25,000.00	GPRSINC - Utility Locates for DWC Campus
20,000.00	Hank Robotics - Exterior Surface Clean of Tank #1 in Roselle
2,000.00	Home Depot - Project Supplies
2,300.00	MCM Electronics - Grease for MS Train Gear Box
20,000.00	Meccon - Remove/Transport/Reinstall HLP #8
600.00	Metiri - Quarterly UCMR5 Testing
12,000.00	Oak Security - Medeco XT E-Key Programming Equipment
700.00	Office Depot - Office Supplies
8,500.00	Park Place - AGUA File Server Upgrade
4,500.00	Park Place - Server and Network Switch Hardware Support
23,000.00	Performance Battery - Battery Replacement for Generator #5
1,000.00	Program One - Window Cleaning
200.00	Radwell - Enclosure Cover for Fuel Emergency Stop Button
400.00	Red Wing - Safety Shoes - Bostick
12,000.00	Revize - Web Services and 1 Year Hosting & Maintenance
2,000.00	Safety Training Plus - Operator Safety Training
2,200.00	Schneider Electric - IT and Software Support (Fiber Upgrade)
1,200.00	Specialty Mat - Mat Service
200.00	Staples - Office Supplies
19,000.00	Superior Industrial - Disassemble/Clean/Inspect HLP #8
300.00	Water-Products Company - MS 9B Valve Rebuild Parts
3,000.00	Commissioner's Checks
10,000.00	Julie - Quarterly Service
150,000.00	Consor - Source Water Project
10,000.00	Tai Ginsberg - Source Water Project
10,000.00	Marquardt & Humes
3,000.00	Fence Contractor (TBD)
10,000.00	US Upfitters - Ancillary Equipment for new F-150
200,000.00	Baxter & Woodman/Boller Construction - SCADA
10,000.00	Carollo - SCADA
30,000.00	Strand - SCADA/Switchgear Improvement Project
8,000.00	Meccon - Lexington Transmitter Re-piping
6,000.00	Schneider - T&M Support and Minor Projects
600.00	IGFOA - Membership Renewal (Peterson)
400.00	ASCE - Membership Renewal (May)
2,000.00	Thermoflo Mechanical Services
1,863,275.00	

MEMORANDUM

To: Paul May, General Manager

From: Cheryl Peterson, Financial Administrator

Date: 1/8/2026

Subject: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the January 15, 2026, Commission meeting:

December 10, 2025, to January 8, 2026, A/P Report		$ 10,820,382.19
Accrued and estimated payments required before February 2026 Commission meeting		8,321,275.00
	Total	$19,141,657.19

cc: Chairman and Commissioners

Board Open Payable Report

DuPage Water Commission

As Of 01/08/2026

Summarized by Payable Account

Payable Number	Description	Post Date	Payable Amount		Net Amount
Payable Account:	01-211000 - ACCOUNTS PAYABLE				
Vendor: 2257	**ACTION LOCK & KEY, INC**			**Payable Count: (1)**	**225.00**
121618	Lock Repair	12/31/2025	225.00		225.00
Vendor: 2578	**Arcadis U.S., Inc.**			**Payable Count: (1)**	**1,724.97**
36089860	EPA CAAPP Permit Investigation and Report	12/16/2025	1,724.97		1,724.97
Vendor: 2173	**Atomatic Mechanical Services, Inc.**			**Payable Count: (1)**	**3,008.97**
SRV25-08165	Chiller and Actuator Repair	12/31/2025	3,008.97		3,008.97
Vendor: 1134	**CITY OF CHICAGO DEPARTMENT OF WATER**			**Payable Count: (1)**	**159,722.12**
493198	LEX PS REPAIRS & MAINTENANCE	11/30/2025	159,722.12		159,722.12
Vendor: 1135	**CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION**			**Payable Count: (1)**	**10,435,397.73**
INV0008698	WATER BILLING: December 2025	12/31/2025	10,435,397.73		10,435,397.73
Vendor: 1821	**COLLEY ELEVATOR COMPANY**			**Payable Count: (1)**	**335.00**
291481	Annual Inspection Fees	12/23/2025	335.00		335.00
Vendor: 1952	**CONVERGINT TECHNOLOGIES LLC**			**Payable Count: (1)**	**365.00**
76174	Radio Communication Repair	12/31/2025	365.00		365.00
Vendor: 2171	**Friendly Ford**			**Payable Count: (2)**	**458.10**
138973	Vehicle Maint: M231092	12/23/2025	202.35		202.35
139199	Vehicle Maint: M228277	12/31/2025	255.75		255.75
Vendor: 2560	**GFL Environmental Services USA, LLC**			**Payable Count: (1)**	**1,389.00**
LQ03192742	Removal/Disposal of Grease from Valves	12/23/2025	1,389.00		1,389.00
Vendor: 1055	**GRAINGER**			**Payable Count: (3)**	**3,248.15**
9747671965	Engineering Supplies	12/30/2025	29.00		29.00
9748024602	Engineering Supplies	12/30/2025	3,189.63		3,189.63
9750087208	Engineering Supplies	12/30/2025	29.52		29.52
Vendor: 2378	**Kaseya US, LLC**			**Payable Count: (2)**	**15.00**
2464556213023	Datto RMM Patch Management License - Addtl Cost	12/18/2025	6.00		6.00
2464556527691	Datto RMM Patch Management License Additional Fee	12/31/2025	9.00		9.00
Vendor: 2198	**Meccon Industries, Inc.**			**Payable Count: (1)**	**9,747.66**
52371	Removal/Transport of HLP 8 and Install Parco Valve	12/31/2025	9,747.66		9,747.66
Vendor: 2189	**NCPERS Group Life Ins.**			**Payable Count: (3)**	**132.84**
INV0008641	NCPERS - IMRF 6641	12/05/2025	44.28		44.28
INV0008665	NCPERS - IMRF 6641	12/19/2025	44.28		44.28
INV0008685	NCPERS - IMRF 6641	01/02/2026	44.28		44.28
Vendor: 1395	**ODP Business Solutions, LLC**			**Payable Count: (1)**	**1,352.96**
452469765001	Office Supplies	12/31/2025	1,352.96		1,352.96
Vendor: 1642	**PORTER PIPE & SUPPLY CO.**			**Payable Count: (3)**	**-555.25**
12981145-00	Return	10/16/2025	-780.41		-780.41
13001288-00	Return	10/16/2025	-70.30		-70.30
13137092-00	Maintenance Supplies	11/30/2025	295.46		295.46
Vendor: 2416	**Traliant Operating, LLC**			**Payable Count: (1)**	**1,350.00**
INV023680	Preventing Workplace Harassment	12/31/2025	1,350.00		1,350.00
Vendor: 2562	**Xerox IT Solutions**			**Payable Count: (1)**	**18,013.44**
01611170	Unitrends Cloud Backup Subscription	12/18/2025	18,013.44		18,013.44

Payable Number	Description	Post Date	Payable Amount		Net Amount
			Payable Account 01-211000	**Payable Count: (25) Total:**	**10,635,930.69**
Payable Account:	01-211030 - ACCTS PAYABLE - CONSTRUCTION				
Vendor: 2421	**Burns & McDonnell Engineering Co., Inc.**			**Payable Count: (1)**	**127,902.25**
186599-5	WaterLink Program Mgmt & Construction Engineering	12/31/2025	127,902.25		127,902.25
Vendor: 2582	**Robinson Engineering, Ltd.**			**Payable Count: (1)**	**56,549.25**
25120310	WaterLink Staking	12/31/2025	56,549.25		56,549.25
			Payable Account 01-211030	**Payable Count: (2) Total:**	**184,451.50**

Summary

Payable Account Summary

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	25	10,635,930.69
01-211030 - ACCTS PAYABLE - CONSTRUCTION	2	184,451.50
Report Total:	**27**	**10,820,382.19**

Payable Fund Summary

Fund		Amount
01 - WATER FUND	27	10,820,382.19
Report Total:	**27**	**10,820,382.19**

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 2-19-26
Board Meeting Date: January 1, 2026

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
90,000.00	Blue Cross Blue Shield - Health Insurance			
9,000.00	Euclid Managers - Dental Insurance			
13,000.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
400.00	Healthiest You			
150.00	NCPERS - IMRF			
35,000.00	ComEd - Utility Charges			
400,000.00	Dynegy - Utility Charges			
180,000.00	City of Chicago - Lexington. Electric			
45,000.00	City of Chicago - Lexington Labor Costs			
35,000.00	City of Chicago - Repairs & Maintenance			
2,000.00	City of Naperville -Meter Station Electric Bills			
15,000.00	Nicor - Gas			
400.00	Comcast - Internet Service			
3,000.00	AT & T - Telephone Charges			
3,000.00	AT & T - Scada Backhaul Network/IP Flex			
1,000.00	Fed - Ex - Postage/Delivery			
6,400.00	Procurement Card Charges - $200 Travel, $300 Uniforms, $3250 Equipment, $900 Conferences $50 Publications, $300 Training, $50 Safety, $900 Office Supplies, $450 Dues			
250.00	Anderson - Pest Control			
500.00	Republic Services - Disposal Services			
500.00	Aramark - Supplies			
1,500.00	Cintas- Supplies			
250.00	Elecsys - Cell Data Services			
4,000.00	AL Warren - Fuel			
600.00	Toshiba - Copy and Lease Charges			
2,500.00	Multisystem Management - Cleaning Services			
625.00	Pitney Bowes - Postage			
8,000.00	Grainger - Supplies for Operations			
2,500.00	Verizon - Wireless Service			
500.00	Verizon Connect - Diagnostics			
100.00	City of Aurora - Microbial Analysis			
150.00	Logical Media - Hosting Services			
1,700.00	William Fates - Treasurer			
6,000.00	Baker Tilly			
45,000.00	Schirott, Luetkehans & Garner, LLC			
20,000.00	Schirott, Luetkehans & Garner, LLC - MOY			
100.00	Village of Northbrook - Stormwater Service (Quarterly)			
7,000.00	Xerox (Formerly IT Savvy) - Network Support			
200.00	Alexander Kefaloukos - Security			
600.00	Red Wing - Uniforms			
100.00	Elmhurst Occupational Health - New employee			
500.00	Elmhurst Standard Plaza - Vehicle Maintenance			
200.00	Sooper Lube - Vehicle Maintenance			
200.00	Friendly Ford - Vehicle Maintenance			
200.00	Sterling - Background Checks			
5,000.00	Storino Ramello & Durkin			
500.00	Local 399 Training courses			
2,000.00	Beary - Tanksite Landscaping			
2,000.00	Beary - Landscaping			
3,900.00	Chicago Tribune - WaterLink Legal Notice			
19,000.00	CDW - IT Equipment (Workstation + Laptop)			
10,000.00	CDW - IT Equipment (Dell Pro Slim Plus)			
200.00	CDW - Shipping for PO 44492			
3,200.00	Core & Main - Replacement Pipe & Fittings			
800.00	Core & Main - Hymax Coupler			
2,000.00	Core & Main - OS&Y Valves for Water Supply Bypass			
2,200.00	Core & Main - EZ Tapping Machine			
2,600.00	Core & Main - EZ Tapping Machine & Bits			
300.00	Daily Herald - Legal Notice			
3,500.00	Dwyer - Digital Hydronic Manometer Kit			
500.00	Ebel's Ace Hardware - Project Supplies			
2,100.00	Grainger - Pipeline Supplies (Gloves/Wipes/Lock Oil)			
2,300.00	Grainger - Pressure Pump Kit & Supplies			
2,000.00	Home Depot - Project Supplies			

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 2-19-26
Board Meeting Date: January 1, 2026

18,000.00	Machine Lab - WaterLink Glimpse Inspection Robot
2,300.00	McMaster Carr - Grease for Train Valve Gear Boxes
2,500.00	Midwest Fence - Fence Repair Tank #3
500.00	National Lift Truck - Annual Inspection of Scissor Lifts
2,000.00	North American Rescue - Bleeding Control Kid Cases
1,100.00	Office Depot - Office Supplies
300.00	Perspectives - Employee Assistant Services
4,700.00	Porter Pipe - Meter Station Re-Pipe Fittings
1,000.00	Program One - Window Cleaning
350.00	Red Wing - Safety Shoes: Brush
300.00	Red Wing - Safety Shoes: Lebed
600.00	Republic - Dumpster Pick up/Drop off
200.00	Second Chance Cardio Solutions - Replacement Rescue Ready Kits
400.00	Shaw - WaterLink Legal Notice
1,200.00	Specialty Mat - Mat Service
400.00	Specialty Mat - Rags for Maintenance Shop
500.00	Staples - Office Supplies
3,600.00	US Upfitters - Warning Lights and Installation
100.00	Thompson Elevator - Annual Inspection
500.00	Waterwell - WaterLink Invoice #4
200,000.00	Baxter & Woodman - SCADA
10,000.00	Carollo - SCADA
20,000.00	Strand - SCADA
1,000.00	Concentric - Misc Project Support
60,000.00	Jacobs/Delve - Pipeline Engineering Assistance
100,000.00	CDM Smith - Switchgear Engineering Assistance
165,000.00	McWilliams - LXPS QRE Work
200,000.00	Mid American Dynamics - LXPS Instrumentation Supplies
11,500.00	Revize - Web Services 25% Project and Year 1 Annual Hosting/Maintenance
130,000.00	John Neri - Frame and Lid Repair
4,000.00	McWilliams - ROV 8A Conduits Repair
150,000.00	Consor - Alternative Water Source
1,000,000.00	Wheatland Title - WaterLink Easements
4,000,000.00	Benchmark/D. Construction - TW-6/25 Section 1 Book Road
50,000.00	Bowman - WaterLink CE
25,000.00	CBBEL - WaterLink CE
750,000.00	LAN - WaterLink Design
200,000.00	Burns & McDonnell - WaterLink Program Management
75,000.00	Burns & McDonnell - WaterLink Book Road CD
100,000.00	Robinson Engineering - Construction Staking
10,000.00	DeLasCasas - TO #6
10,000.00	Tai Ginsberg - Source Water Project
300.00	City of Elmhurst - Quarterly Service
1,000.00	Total Fire - Annual Fire Extinguisher Inspection
1,500.00	Gallagher - Public Officials Bond
8,321,275.00	

MEMORANDUM

To: Commissioners

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

Date: January 8, 2026

Subject: Luetkehans, Brady, Garner & Armstrong November 2025 Invoices

I reviewed the Luetkehans, Brady, Garner & Armstrong invoices for services rendered during the period of November 1, 2025 through November 30, 2025 and recommend it for approval. The invoices should be placed on the January 15, 2026 Commission meeting accounts payable.

November 2025

Luetkehans Brady Garner & Armstrong

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
General	$7,046.00	27.10	$260.00	Luetkehans (15.40 @ $260/hr.) Garner (0.20 @260/hr) Armstrong (11.50 @260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
MaRous & Company	$0.00				
Misc:	$29.40				
Total:	$7,075.40	27.10	$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Source Water	$3,848.00	14.80	$260.00	Luetkehans (11.90 @260/hr.) Garner (0.50 @260/hr) Armstrong (2.40 @260/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Previous Balance					
Misc Credits:	$ -				
Total:	$3,848.00	14.80	$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Land Acquisition	$13,624.00	52.40	$260.00	Luetkehans (14.10 @ $260/hr.) Garner (24.50 @260/hr.) Armstrong (0.40 @260/hr) Gonzales (13.40 @260/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	$0.00				
Total:	$13,624.00	52.40	$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Chicago Contract	$780.00	3.00	$260.00	Luetkehans (3.00@$260/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc: Georges & Synowiecki - Statement #39	$420.00				
Misc: Georges & Synowiecki - Statement #1	$800.00				
Total:	$2,000.00	3.00	$260.00		

			AVERAGE
Total of all invoices:	$26,547.40	97.30	$260.00

MEMORANDUM

To: Commissioners

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

Date: January 8, 2026

Subject: Luetkehans, Brady, Garner & Armstrong September 2025 Invoices

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I reviewed the Luetkehans, Brady, Garner & Armstrong invoices for services rendered during the period of October 1, 2025 through October 31, 2025 and recommend it for approval. The invoices should be placed on the January 15, 2026 Commission meeting accounts payable.

October 2025
Luetkehans Brady Garner & Armstrong

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
General	$7,150.00	27.50	$260.00	Luetkehans (17.80 @ $260/hr.) Garner (0.50 @260/hr) Armstrong (9.20 @260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
MaRous & Company	$0.00				
Misc:	$108.01				
Total:	$7,258.01	27.50	$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Source Water	$3,952.00	15.20	$260.00	Luetkehans (15.00 @260/hr.) Armstrong (0.20 @260/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Previous Balance					
Misc Credits:	$ 39.20				
Total:	$3,991.20	15.20	$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Land Acquisition	$14,716.00	56.60	$260.00	Luetkehans (15.20 @ $260/hr.) Garner (41.00 @260/hr.) Armstrong (0.40 @260/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	$0.00				
Total:	$14,716.00	56.60	$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Chicago Contract	$1,794.00	6.90	$260.00	Luetkehans (7.10@$260/hr) Garner (2.30@ $260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	$16.32				
Misc: Georges & Synowiecki	$2,380.00				
Total:	$4,190.32	6.90	$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Aqua	$78.00	0.30	$260.00	Luetkehans (0.030 @$260/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	$0.00				
Misc: Georges & Synowiecki	$0.00				
Total:	$78.00	0.30	$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY	$442.00	1.70	$260.00	Luetkehans (1.00 @$260/hr) Armstrong (0.70@ $260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	$0.00				
Misc: Georges & Synowiecki	$0.00				
Total:	$442.00	1.70	$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Construction	$78.00	0.30	$260.00	Luetkehans (0.30 @$260/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	$0.00				
Misc: Georges & Synowiecki	$0.00				
Total:	$78.00	0.30	$260.00		

Total of all invoices:	$30,753.53	106.20	$260.00

Resolution #:	**O-1-26**
Account:	01-80-852010
Approvals:	*Author / Manager / Finance / Admin*
	JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 1/8/2026

Description: **Ordinance to Approve Negotiation Authority for Property (Easement) Acquisitions Associated with the WaterLink Pipeline Project**

Agenda Section: Engineering & Construction

Originating Department: Engineering

Ordinance No. O-1-26 would authorize the General Manager, his staff and the Commission's attorneys and consultants to initiate negotiations for the acquisition of easements determined to be necessary to construct the WaterLink Pipeline Project.

In order to construct nearly 30 miles of pipeline needed for the WaterLink Pipeline Project, numerous easements through privately-owned properties will be required. While the project design seeks to minimize impacts to the impacted private properties by maintaining the alignment along the perimeter wherever possible, temporary and permanent easements will need to be negotiated by the Commission to acquire the necessary rights to construct the pipeline and maintain it into the future.

Each easement will be brought to the Board for approval on two occasions. The first approval will grant the General Manager and staff the authority to initiate negotiations and make an offer to the property owner up to a designated amount. The second will be to formally approve the final amount of compensation agreed upon by both parties. These actions will be brought forward for approval in groups, based on project prioritization and the progress of negotiations.

Additional details regarding the acquisition of easements to be discussed during Executive Session.

Recommended Motion:

To adopt Ordinance No. O-1-26

DUPAGE WATER COMMISSION

ORDINANCE NO. O-1-26

AN ORDINANCE AUTHORIZING THE NEGOTIATION FOR THE ACQUISITION OF EASEMENTS BY THE DUPAGE WATER COMMISSION OVER CERTAIN PROPERTY FOR THE PURPOSE OF PROVIDING WATER TO THE VILLAGE OF MONTGOMERY, THE VILLAGE OF OSWEGO AND THE UNITED CITY OF YORKVILLE

WHEREAS, the DuPage Water Commission (the "Commission") is a duly authorized and existing Water Commission created and existing pursuant to Illinois law, including but not limited to the Water Commission Act of 1985, 70 ILCS 3720/0.001 *et seq.*; and

WHEREAS, the statutes of the State of Illinois pertaining to such matters provide that Water Commissions shall have the power to construct any waterworks improvements or extensions of mains, pumping stations, reservoirs or other appurtenances thereto (the "Waterworks Improvements"); and

WHEREAS, the Commission has entered into Water Purchase and Sale Agreements with the Village of Montgomery, the Village of Oswego and the United City of Yorkville (collectively the "Water Purchase and Sale Agreements"); and

WHEREAS, the Water Purchase and Sale Agreements and other related agreements with the Village of Montgomery, the Village of Oswego and the United City of Yorkville (the "Municipalities") require that the Commission construct Waterworks Improvements in order to provide water service to the Municipalities; and

WHEREAS, the Commission hereby finds it in the best interests of the Commission and hereby instructs the General Manager and his staff to take the necessary steps to construct the Waterworks Improvements that are necessary to comply with the terms of the Purchase and Sale Agreements; and

WHEREAS, the statutes of the State of Illinois pertaining to such matters provide that Water Commissions shall have the power to acquire lands for the purpose of, *inter alia,* constructing any waterworks improvements or extensions of mains, pumping stations, reservoirs or other appurtenances thereto; and

WHEREAS, the Board of Commissioners of the Commission deem it advisable and in the public interest and welfare to acquire easements over real estate for the purpose of constructing Waterworks Improvements to provide water service to the Municipalities; and

WHEREAS, in accordance with the property ownership disclosure requirement imposed on units of local government as set forth in 50 ILCS 105/3.1, the Commission has obtained title commitments identifying the record title holders of the real estate described in the attached Exhibits 1 through 14; and

WHEREAS, the Board of Commissioners of the Commission find that the easements over the parcels of real estate as described in the attached Exhibits 1 through 14 should be acquired and are necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, the Board of Commissioners of the Commission, find that the easements shall be in the form substantially similar to the ones attached to each Exhibit hereto; and

WHEREAS, the Commission has determined a valuation for said easement over each parcel, which it believes to represent a fair amount to be offered to the owners of said property.

NOW, THEREFORE, be it ordained by the Board of Commissioners of the DuPage Water Commission, a Water Commission Authority existing under the laws of the State of Illinois, as follows:

SECTION ONE: The recitals set forth hereinabove shall be and are hereby incorporated as if said recitals were fully set forth within this Section One.

SECTION TWO: That it is necessary and desirable that the easements over the real estate described in Exhibits 1 through 14 attached hereto, be acquired by the Commission for one or more of the purposes set forth.

SECTION THREE: That the General Manager, his staff and the Commission's attorneys and consultants be, and hereby are, authorized and directed to negotiate for the acquisition of the easements described in Exhibits 1 through 14, based on the appraisal information obtained on the subject real estate, and in accordance with the directives received from the Board of Commissioners of the DuPage Water Commission.

SECTION FOUR: The Clerk for the Commission may provide certified copies of said Ordinance upon proper request from the general public.

SECTION FIVE: That all ordinances and resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION SIX: This Ordinance shall be in full force and effect after its adoption.

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

ADOPTED THIS __________ DAY OF _______________________, 2026

____
James F. Zay, Chairman

ATTEST:

____
Danna Mundall, Clerk
Board/Resolutions/2026/O-1-26.docx

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

____
____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of ______________________ and No/100 Dollars ($___________), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, control cabinets and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"), whether below grade or above grade:

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee; Grantor shall not grant to any other person or entity any easement right or other right to use, the Easement Premises below grade, at grade or above grade. Grantor hereby reserves the right to use that portion of the Easement Premises that does not contain any above-grade Grantee Facilities in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities, whether below grade or above grade, or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this ______ day of ___________________________, A.D., 2025.

[OWNER NAME]

____

____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

____
____
PIN: _______________

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ___________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ______________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route:	TW-6/25 (Section 2
Section:	12-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0109 Permanent Easement
Index No.:	03-12-100-015

That part of the Northwest Quarter of Section 12, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the northeast corner of the Northwest Quarter of said Northwest Quarter; thence South 01 degrees 03 minutes 09 seconds East along the east line of said Northwest Quarter of the Northwest Quarter a distance of 140.00 feet, to a line 140.00 feet south of and parallel with the north line of said Northwest Quarter; thence South 89 degrees 04 minutes 52 seconds West along said parallel line a distance of 40.00 feet, to a line 40.00 feet west of and parallel with the east line of said Northwest Quarter of the Northwest Quarter; thence North 01 degrees 03 minutes 09 seconds West along said parallel line a distance of 15.00 feet, to a line 125.00 feet south of and parallel with said north line of the Northwest Quarter; thence North 89 degrees 04 minutes 52 seconds East along said parallel line a distance of 30.00 feet, to a line 10.00 feet west of and parallel with the east line of said Northwest Quarter of the Northwest Quarter; thence North 01 degrees 03 minutes 09 seconds West along said parallel line a distance of 125.00 feet, to said north line of the Northwest Quarter; thence North 89 degrees 04 minutes 52 seconds East along said north line a distance of 10.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.042 acres, more or less or 1,850 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of ______________, 2025 by and between ____ ____ (collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. **Incorporation of Recitals and Easement Agreement**. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement**. Grantor, for and in consideration of the sum of ______________________ and No/100 Dollars ($___________), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _________ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: ____________________
____
____
____
Email:

with a copy to: ____________________
____
____
Email:

If to GRANTEE: Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to: Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

____

____

GRANTEE:

DUPAGE WATER COMMISSION

By:___________________________________

Its:___________________________________

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ______________________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ______________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 2
Section: 12-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0109 Temporary Easement

Index No.: 03-12-100-015

That part of the Northwest Quarter of Section 12, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northwest Quarter; thence South 01 degrees 03 minutes 09 seconds East along the east line of said Northwest Quarter of the Northwest Quarter a distance of 140.00 feet, to a line 140.00 feet south of and parallel with the north line of said Northwest Quarter; thence South 89 degrees 04 minutes 52 seconds West along said parallel line a distance of 40.00 feet, to a line 40.00 feet west of and parallel with the east line of said Northwest Quarter of the Northwest Quarter; thence North 01 degrees 03 minutes 09 seconds West along said parallel line a distance of 15.00 feet, to a line 125.00 feet south of and parallel with said north line of the Northwest Quarter and the Point of Beginning; thence North 89 degrees 04 minutes 52 seconds East along said parallel line a distance of 30.00 feet, to a line 10.00 feet west of and parallel with the east line of said Northwest Quarter of the Northwest Quarter; thence North 01 degrees 03 minutes 09 seconds West along said parallel line a distance of 125.00 feet, to said north line of the Northwest Quarter; thence South 89 degrees 04 minutes 52 seconds West along said north line a distance of 30.00 feet, to said line 40.00 feet west of and parallel with the east line of the Northwest Quarter of the Northwest Quarter; thence South 01 degrees 03 minutes 09 seconds East along said parallel line a distance of 125.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.086 acres, more or less or 3,750 square feet, more or less.

GRANT OF PERMANENT EASEMENT TO DUPAGE WATER COMMISSION

____
______________________________________, their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of ______________________ and No/100 Dollars ($___________), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this ______ day of __________________________, A.D., 2025.

[OWNER NAME]

____

____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

____

____

PIN: _______________

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that __________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route:	TW-6/25 (Section 3)
Section:	2-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0203 Permanent Easement
Index No.:	03-02-351-003

That part of Lot 3 in Kendall Point Business Center Unit 1, being a subdivision in the Southwest Quarter of Section 2, Township 37 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded May 14, 1987, as Document Number 872874, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Lot 3; thence North 00 degrees 55 minutes 06 seconds West along the west line of said Lot 3 a distance of 24.02 feet, to the northerly line of property conveyed to the State of Illinois per limited liability company warranty deed Document Number 2002-00008975 and the Point of Beginning; thence continuing North 00 degrees 55 minutes 06 seconds West along said west line a distance of 24.37 feet, to a line 20.00 feet northerly of and parallel with said northerly line of property conveyed to the State of Illinois per limited liability company warranty deed Document Number 2002-00008975; thence North 54 degrees 14 minutes 29 seconds East along said parallel line a distance of 558.80 feet; thence North 09 degrees 14 minutes 29 seconds East a distance of 67.49 feet; thence North 58 degrees 16 minutes 43 seconds East a distance of 19.46 feet, to a point on the easterly line of said Lot 3 being a non-tangential curve to the left, which point is 46.60 feet northerly of the westerly line of said property conveyed to the State of Illinois per limited liability company warranty deed Document Number 2002-00008975, as measured along said easterly line of Lot 3; thence southerly along said non-tangential curve to the left, having a radius of 950.00 feet, an arc length of 20.00 feet, a chord bearing of South 31 degrees 23 minutes 03 seconds East, and a chord length of 20.00 feet; thence South 58 degrees 16 minutes 43 seconds West a distance of 10.22 feet; thence South 09 degrees 14 minutes 29 seconds West a distance of 66.66 feet, to said northerly line of property conveyed to the State of Illinois per limited liability company warranty deed Document Number 2002-00008975; thence South 54 degrees 14 minutes 29 seconds West along said northerly line a distance of 581.01 feet, to the Point of Beginning, the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.299 acres, more or less or 13,037 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of ______________, 2025 by and between ____ ______________________________________ (collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. **Incorporation of Recitals and Easement Agreement**. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement**. Grantor, for and in consideration of the sum of ______________________ and No/100 Dollars ($___________), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **<u>Exceptions</u>**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _________ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: ______________________
____
____
____
Email:

with a copy to: ______________________
____
____
Email:

If to GRANTEE: Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to: Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:	**GRANTEE:**
______________________________	**DUPAGE WATER COMMISSION**
______________________________	By:____________________________
	Its:____________________________

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ______________________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ______________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 3)
Section: 2-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0203 Temporary Easement

Index No.: 03-02-351-003

That part of Lot 3 in Kendall Point Business Center Unit 1, being a subdivision in the Southwest Quarter of Section 2, Township 37 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded May 14, 1987, as Document Number 872874, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Lot 3; thence North 00 degrees 55 minutes 06 seconds West along the west line of said Lot 3 a distance of 48.39 feet, to a line 20.00 feet northerly of and parallel with the northerly line of property conveyed to the State of Illinois per limited liability company warranty deed Document Number 2002-00008975 and the Point of Beginning; thence North 54 degrees 14 minutes 29 seconds East along said parallel line a distance of 558.80 feet; thence North 09 degrees 14 minutes 29 seconds East a distance of 67.49 feet; thence North 58 degrees 16 minutes 43 seconds East a distance of 19.46 feet, to a point on the easterly line of said Lot 3 being a non-tangential curve to the left, which point is 46.60 feet northerly of the westerly line of said property conveyed to the State of Illinois per limited liability company warranty deed Document Number 2002-00008975, as measured along said easterly line of Lot 3; thence northerly along said easterly line of Lot 3, being a non-tangential curve to the right having a radius of 950.00 feet, an arc length of 72.90 feet, a chord bearing of North 28 degrees 34 minutes 57 seconds West, and a chord length of 72.89 feet; thence South 09 degrees 14 minutes 29 seconds West a distance of 111.26 feet, to a line 60.00 feet northerly of and parallel with the northerly line of property conveyed to the State of Illinois per limited liability company warranty deed Document Number 2002-00008975; thence South 54 degrees 14 minutes 29 seconds West along said parallel line a distance of 528.53 feet, to said west line of Lot 3; thence South 00 degrees 55 minutes 06 seconds East along said west line a distance of 48.74 feet, to the Point of Beginning, the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.576 acres, more or less or 25,102 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

____
______________________________________,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of ______________________ and No/100 Dollars ($___________), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this ______ day of __________________________, A.D., 2025.

[OWNER NAME]

____

____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

____

____

PIN: _______________

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that __________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route:	TW-6/25 (Section 3)
Section:	2-37-8
	10-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0204 Permanent Easement
Index No.:	03-03-400-004
	03-03-400-005
	03-10-200-005

That part of the East Half of the Southeast Quarter of Section 3, and Northeast Quarter of the Northeast Quarter of Section 10, all in Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of said Section 3; thence North 00 degrees 54 minutes 38 seconds West along the east line of said Southeast Quarter of Section 3 a distance of 80.37 feet, to a point 2573.95 feet south of the northeast corner of said Southeast Quarter of Section 3, and the Point of Beginning; thence continuing North 00 degrees 54 minutes 38 seconds West along said east line a distance of 24.31 feet; thence South 54 degrees 26 minutes 49 seconds West along a line 20.00 feet northerly of and parallel with a line drawn from said Point of Beginning through a point 83.67 feet northwesterly of the center line of U.S. Route 34, as measured along the northerly line of a Commonwealth Edison right of way, a distance of 272.26 feet, to a line 25.00 feet northerly of and parallel with said northerly line of a Commonwealth Edison right of way; thence North 80 degrees 10 minutes 30 seconds West along said parallel line a distance of 392.31 feet, to line 25.00 north of and parallel with said south line of the Southeast Quarter of Section 3; thence South 88 degrees 54 minutes 01 seconds West along said parallel line a distance of 13.06 feet, to a line 622.50 feet west of and parallel with said east line of the Southeast Quarter of Section 3, as measured along said south line of the Southeast Quarter of Section 3; thence South 00 degrees 54 minutes 38 seconds East along said parallel line a distance of 25.00 feet, to said south line of the Southeast Quarter of Section 3; thence North 88 degrees 54 minutes 01 seconds East along said south line a distance of 10.75 feet, to said northerly line of a Commonwealth Edison right of way; thence South 80 degrees 10 minutes 30 seconds East along said northerly line a distance of 393.35 feet, to said point 83.67 feet northwesterly of the center line of U.S. Route 34 as measured along the northerly line of a Commonwealth Edison right of way; thence North 54 degrees 26 minutes 49 seconds East a distance of 273.83 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.358 acres, more or less or 15,579 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

FOR RECORDER'S USE ONLY

THIS AGREEMENT is made as of this ___ day of ______________, 2025 by and between ____ ______________________________________ (collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of ______________________ and No/100 Dollars ($___________), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _________ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: ______________________
____
____
____
Email:

with a copy to: ______________________
____
____
Email:

If to GRANTEE: Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to: Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. **Governing Law**. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

____

____

GRANTEE:

DUPAGE WATER COMMISSION

By:________________________________

Its:________________________________

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ____________________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ______________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	TW-6/25 (Section 3)
Section:	2-37-8
	10-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0204 Temporary Easement
Index No.:	03-03-400-004
	03-03-400-005
	03-10-200-005

That part of the East Half of the Southeast Quarter of Section 3, and Northeast Quarter of the Northeast Quarter of Section 10, all in Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of said Section 3; thence North 00 degrees 54 minutes 38 seconds West along the east line of said Southeast Quarter of Section 3 a distance of 80.37 feet, to a point 2573.95 feet south of the northeast corner of said Southeast Quarter of Section 3; thence continuing North 00 degrees 54 minutes 38 seconds West along said east line a distance of 24.31 feet, to the Point of Beginning; thence South 54 degrees 26 minutes 49 seconds West along a line 20.00 feet northerly of and parallel with a line drawn from said Point of Beginning through a point 83.67 feet northwesterly of the center line of U.S. Route 34, as measured along the northerly line of a Commonwealth Edison right of way, a distance of 272.26 feet, to a line 25.00 feet northerly of and parallel with said northerly line of a Commonwealth Edison right of way; thence North 80 degrees 10 minutes 30 seconds West along said parallel line a distance of 392.31 feet, to line 25.00 north of and parallel with said south line of the Southeast Quarter of Section 3; thence South 88 degrees 54 minutes 01 seconds West along said parallel line a distance of 13.06 feet, to a line 622.50 feet west of and parallel with said east line of the Southeast Quarter of Section 3, as measured along said south line of the Southeast Quarter of Section 3; thence North 00 degrees 54 minutes 38 seconds West along said parallel line a distance of 60.00 feet, to a line 85.00 feet north of and parallel with said south line of the Southeast Quarter of Section 3; thence North 88 degrees 54 minutes 01 seconds East along said parallel line a distance of 235.34 feet; thence South 46 degrees 06 minutes 07 seconds East a distance of 93.34 feet, to a line 19.00 feet north of and parallel with said south line of the Southeast Quarter of Section 3; thence North 88 degrees 54 minutes 01 seconds East along said parallel line a distance of 125.63 feet; thence North 54 degrees 26 minutes 49 seconds East a distance of 237.38 feet, to said east line of the Southeast Quarter of Section 3; thence South 00 degrees 54 minutes 38 seconds East along said east line a distance of 48.62 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.937 acres, more or less or 40,830 square feet, more or less.

GRANT OF PERMANENT EASEMENT TO DUPAGE WATER COMMISSION

____
____, their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of ______________________ and No/100 Dollars ($____________), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this ______ day of ___________________________, A.D., 2025.

[OWNER NAME]

____

____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

____
____
PIN: ________________

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that __________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route:	TW-6/25 (Section 3)
Section:	3-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0205 Permanent Easement
Index No.:	03-03-400-002

That part of the East Half of the Southeast Quarter of Section 3, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the intersection of the south line of said Southeast Quarter of Section 3 with a line 622.50 feet west of and parallel with the east line of said Southeast Quarter of Section 3, as measured along said south line of the Southeast Quarter of Section 3; thence North 00 degrees 54 minutes 38 seconds West along said parallel line a distance of 25.00 feet, to a line 25.00 north of and parallel with said south line of the Southeast Quarter of Section 3; thence South 88 degrees 54 minutes 01 seconds West along said parallel line a distance of 68.94 feet; thence South 43 degrees 53 minutes 42 seconds West a distance of 35.35 feet, to said south line of the Southeast Quarter of Section 3; thence North 88 degrees 54 minutes 01 seconds East along said south line a distance of 93.86 feet, to the Point of Beginning, Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.047 acres, more or less or 2,035 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of ______________, 2025 by and between ____

____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. **Incorporation of Recitals and Easement Agreement**. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement**. Grantor, for and in consideration of the sum of ______________________ and No/100 Dollars ($___________), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _________ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____________________
____
____
____
Email:

with a copy to: _____________________
____
____
Email:

If to GRANTEE: Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to: Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. **Governing Law**. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

____

____

GRANTEE:

DUPAGE WATER COMMISSION

By:______________________________

Its:______________________________

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____________________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ______________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 3)
Section: 3-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0205 Temporary Easement

Index No.: 03-03-400-002

That part of the East Half of the Southeast Quarter of Section 3, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the intersection of the south line of said Southeast Quarter of Section 3 with a line 622.50 feet west of and parallel with the east line of said Southeast Quarter of Section 3, as measured along said south line of the Southeast Quarter of Section 3; thence North 00 degrees 54 minutes 38 seconds West along said parallel line a distance of 25.00 feet, to a line 25.00 feet north of and parallel with said south line of the Southeast Quarter of Section 3, and the Point of Beginning; thence South 88 degrees 54 minutes 01 seconds West along said parallel line a distance of 68.94 feet; thence South 43 degrees 53 minutes 42 seconds West a distance of 35.35 feet, to a point on said south line of the Southeast Quarter of Section 3, which point is 93.86 feet west of the point of commencement; thence South 88 degrees 54 minutes 01 seconds West along said south line a distance of 16.15 feet, to a line 732.50 feet west of and parallel with said east line of the Southeast Quarter of Section 3; thence North 00 degrees 54 minutes 38 seconds West along said parallel line a distance of 85.00 feet, to a line 85.00 feet north of and parallel with said south line of the Southeast Quarter of Section 3; thence North 88 degrees 54 minutes 01 seconds East along said parallel line a distance of 110.00 feet, to said line 622.50 feet west of and parallel with the east line of said Southeast Quarter of Section 3; thence South 00 degrees 54 minutes 38 seconds East along said parallel line a distance of 60.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.168 acres, more or less or 7,314 square feet, more or less.

**GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION**

____
______________________________________, their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of ____________________ and No/100 Dollars ($___________), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this ______ day of ___________________________, A.D., 2025.

[OWNER NAME]

____

____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

____
____
PIN: _______________

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that __________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route:	FW-1/25 (Section 2)
Section:	29-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0415 Permanent Easement
Index No.:	03-29-300-007

That part of the Southwest Quarter of Section 29, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said Southwest Quarter of Section 29; thence South 02 degrees 02 minutes 10 seconds East along the west line of said Southwest Quarter of Section 29 a distance of 100.04 feet, to the south line of property conveyed to the County of Kendall per Document Number 2022-00015915 and the Point of Beginning; thence continuing South 02 degrees 02 minutes 10 seconds East along said west line a distance of 15.01 feet, to a line 15.00 feet south of and parallel with said south line of property conveyed to the County of Kendall per Document Number 2022-00015915; thence North 89 degrees 39 minutes 19 seconds East along said parallel line a distance of 2522.77 feet, to the southwesterly line of said property conveyed to the County of Kendall per Document Number 2022-00015915; thence North 37 degrees 37 minutes 56 seconds West along said southwesterly line a distance of 18.85 feet, to said south line of property conveyed to the County of Kendall per Document Number 2022-00015915; thence South 89 degrees 39 minutes 19 seconds West along said south line a distance of 2511.79 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.867 acres, more or less or 37,768 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of ______________, 2025 by and between ____ ____ (collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. **Incorporation of Recitals and Easement Agreement**. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement**. Grantor, for and in consideration of the sum of ______________________ and No/100 Dollars ($___________), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _________ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: ____________________
____
____
____
Email:

with a copy to: ____________________
____
____
Email:

If to GRANTEE: Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to: Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. **<u>Governing Law</u>**. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

____

____

GRANTEE:

DUPAGE WATER COMMISSION

By:___________________________________

Its:___________________________________

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____________________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ______________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	FW-1/25 (Section 2)
Section:	29-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0415 Temporary Easement
Index No.:	03-29-300-007

That part of the Southwest Quarter of Section 29, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said Southwest Quarter of Section 29; thence South 02 degrees 02 minutes 10 seconds East along the west line of said Southwest Quarter of Section 29 a distance of 115.05 feet, to a line 15.00 feet south of and parallel with said south line of property conveyed to the County of Kendall per Document Number 2022-00015915 and the Point of Beginning; thence North 89 degrees 39 minutes 19 seconds East along said parallel line a distance of 2522.77 feet, to a point on the southwesterly line of said property conveyed to the County of Kendall per Document Number 2022-00015915 which point is 18.85 feet southeasterly of said south line of property conveyed to the County of Kendall per Document Number 2022-00015915 as measured along said southwesterly line; thence South 37 degrees 37 minutes 56 seconds East along said southwesterly line a distance of 37.71 feet, to a line 45.00 feet south of and parallel with said south line of property conveyed to the County of Kendall per Document Number 2022-00015915; thence South 89 degrees 39 minutes 19 seconds West along said parallel line a distance of 2544.73 feet, to said west line of the Southwest Quarter of Section 29; thence North 02 degrees 02 minutes 10 seconds West along said west line a distance of 30.01 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 1.745 acres, more or less or 76,018 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

____
____, their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of ______________________ and No/100 Dollars ($___________), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this ______ day of __________________________, A.D., 2025.

[OWNER NAME]

____

____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

____

____

PIN: _______________

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that __________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route:	FW-1/25 (Section 2)
Section:	30-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0416 Permanent Easement
Index No.:	03-30-400-005

That part of the Southeast Quarter of Section 30, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Southeast Quarter of Section 30; thence South 02 degrees 02 minutes 10 seconds East along the east line of said Southeast Quarter of Section 30 a distance of 100.04 feet, to the south line of property conveyed to the County of Kendall per Document Number 2023-00000482 and the Point of Beginning; thence continuing South 02 degrees 02 minutes 10 seconds East along said east line a distance of 15.01 feet; thence South 89 degrees 39 minutes 19 seconds West a distance of 96.00 feet; thence North 00 degrees 14 minutes 04 seconds East a distance of 18.80 feet, to the southerly line of said property conveyed to the County of Kendall per Document Number 2023-00000482 being a non-tangential curve to the left; thence easterly along said southerly line and non-tangential curve to the left, having a radius of 1100.00 feet, an arc length of 91.37 feet, a chord bearing of South 87 degrees 57 minutes 38 seconds East, and a chord distance of 91.36 feet, to a non-tangential line; thence North 89 degrees 39 minutes 19 seconds East along said non-tangential line being the south line of said property conveyed to the County of Kendall per Document Number 2023-00000482 a distance of 4.09 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.036 acres, more or less or 1,551 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of ______________, 2025 by and between ____ ____ (collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. **Incorporation of Recitals and Easement Agreement**. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement**. Grantor, for and in consideration of the sum of ______________________ and No/100 Dollars ($___________), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _________ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: ____________________
____
____
____
Email:

with a copy to: ____________________
____
____
Email:

If to GRANTEE: Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to: Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. **Governing Law**. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

____

____

GRANTEE:

DUPAGE WATER COMMISSION

By:__________________________________

Its:__________________________________

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ______________________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ______________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	FW-1/25 (Section 2)
Section:	30-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0416 Temporary Easement
Index No.:	03-30-400-005

That part of the Southeast Quarter of Section 30, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Southeast Quarter of Section 30; thence South 02 degrees 02 minutes 10 seconds East along the east line of said Southeast Quarter of Section 30 a distance of 115.05 feet to the Point of Beginning; thence South 89 degrees 39 minutes 19 seconds West a distance of 96.00 feet; thence North 00 degrees 14 minutes 04 seconds East a distance of 18.80 feet, to the southerly line of said property conveyed to the County of Kendall per Document Number 2023-00000482 being a non-tangential curve to the right; thence westerly along said southerly line and non-tangential curve to the right, having a radius of 1100.00 feet, an arc length of 30.11 feet, a chord bearing of North 84 degrees 47 minutes 47 seconds West, and a chord distance of 30.11 feet; thence South 00 degrees 14 minutes 04 seconds West a distance of 51.71 feet; thence North 89 degrees 39 minutes 19 seconds East a distance of 127.19 feet, to said east line of the Southeast Quarter of Section 30; thence North 02 degrees 02 minutes 10 seconds West along said east line a distance of 30.01 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.101 acres, more or less or 4,403 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

____
____, their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of ______________________ and No/100 Dollars ($____________), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this ______ day of __________________________, A.D., 2025.

[OWNER NAME]

____

____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

____
____
PIN: _______________

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that __________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route:	FW-1/25-Section 4
Section:	12-37-7
County:	Kendall
Job No.:	23-R0494
Parcel:	0619 Permanent Easement
Index No.:	02-12-179-001
	02-12-304-001

That part Parcel 7 in Tuscany Station Subdivision, of part of the West Half of Section 12, Township 37 North, Range 7 East of the Third Principal Meridian, according to the plat thereof recorded March 28, 2025, as Document Number 2025-00003714, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Parcel 7; thence South 05 degrees 00 minutes 50 seconds West along the easterly line of said Parcel 7 a distance of 76.49 feet, to the Point of Beginning; thence North 84 degrees 59 minutes 10 seconds West a distance of 30.00 feet, to a line 30.00 feet westerly of and parallel with said easterly line of Parcel 7; thence South 05 degrees 00 minutes 50 seconds West along said parallel line a distance of 23.50 feet; thence South 84 degrees 59 minutes 10 seconds East a distance of 10.00 feet, to a line 20.00 feet westerly of and parallel with said easterly line of Parcel 7; thence South 05 degrees 00 minutes 50 seconds West along said parallel line a distance of 381.64 feet, to a line 20.00 feet west of and parallel with the east line of said Parcel 7; thence South 01 degrees 10 minutes 06 seconds East along said parallel line a distance of 14.78 feet, to the southerly line of said Parcel 7; thence North 73 degrees 35 minutes 22 seconds East along said southerly line a distance of 20.73 feet, to the southeast corner of said Parcel 7; thence North 01 degrees 10 minutes 06 seconds West along the east line of said Parcel 7 a distance of 8.25 feet, to the easterly line of said Parcel 7; thence North 05 degrees 00 minutes 50 seconds East along said easterly line a distance of 404.06 feet, to the Point of Beginning (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.196 acres, more or less or 8,557 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of ______________, 2025 by and between ____ ____ (collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of ______________________ and No/100 Dollars ($___________), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _________ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: ____________________
____
____
____
Email:

with a copy to: ____________________
____
____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. **Governing Law**. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

____

____

GRANTEE:

DUPAGE WATER COMMISSION

By:______________________________

Its:______________________________

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ______________________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ______________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25-Section 4
Section: 12-37-7
County: Kendall
Job No.: 23-R0494
Parcel: 0619 Temporary Easement

Index No.: 02-12-179-001
02-12-304-001

That part Parcel 7 in Tuscany Station Subdivision, of part of the West Half of Section 12, Township 37 North, Range 7 East of the Third Principal Meridian, according to the plat thereof recorded March 28, 2025, as Document Number 2025-00003714, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Parcel 7; thence South 05 degrees 00 minutes 50 seconds West along the easterly line of said Parcel 7 a distance of 36.49 feet, to the Point of Beginning; thence continuing South 05 degrees 00 minutes 50 seconds West along said easterly line a distance of 40.00 feet; thence North 84 degrees 59 minutes 10 seconds West a distance of 30.00 feet, to a line 30.00 feet westerly of and parallel with said easterly line of Parcel 7; thence South 05 degrees 00 minutes 50 seconds West along said parallel line a distance of 23.50 feet; thence South 84 degrees 59 minutes 10 seconds East a distance of 10.00 feet, to a line 20.00 feet westerly of and parallel with said easterly line of Parcel 7; thence South 05 degrees 00 minutes 50 seconds West along said parallel line a distance of 381.64 feet, to a line 20.00 feet west of and parallel with the east line of said Parcel 7; thence South 01 degrees 10 minutes 06 seconds East along said parallel line a distance of 14.78 feet, to a point on the southerly line of said Parcel 7, which point is 20.73 feet westerly of the southeast corner of said Parcel 7, as measured along said southerly line; thence South 73 degrees 35 minutes 22 seconds West along said southerly line a distance of 62.19 feet, to a line 80.00 feet west of and parallel with said east line of Parcel 7; thence North 01 degrees 10 minutes 06 seconds West along said parallel line a distance of 34.37 feet, to a line 80.00 feet westerly of and parallel with the easterly line of said Parcel 7; thence North 05 degrees 00 minutes 50 seconds East along said parallel line a distance of 448.38 feet; thence South 84 degrees 59 minutes 10 seconds East a distance of 80.00 feet, to the Point of Beginning (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.662 acres, more or less or 28,846 square feet, more or less.

Resolution #: O-2-26	
Account: 01-80-852010	
Approvals: *Author / Manager / Finance / Admin*	
JL JML CAP PDM	

REQUEST FOR BOARD ACTION

Date: 1/8/2026

Description: **An Ordinance Authorizing the Acquisition of Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to the Village of Montgomery, the Village of Oswego and the United City of Yorkville**

Agenda Section: Engineering & Construction

Originating Department: Engineering

Ordinance No. O-2-26 would authorize the General Manager, his staff and the Commission's attorneys and consultants to acquire previously negotiated easements determined to be necessary to construct the WaterLink Pipeline Project.

In order to construct nearly 30 miles of pipeline needed for the WaterLink Pipeline Project, numerous easements through privately-owned properties will be required. While the project design seeks to minimize impacts to the impacted private properties by maintaining the alignment along the perimeter wherever possible, the necessary temporary and permanent easement rights will need to be acquired by the Commission to construct the pipeline and maintain it into the future.

Each easement will be brought to the Board for approval on two occasions. The first approval will grant the General Manager and staff the authority to initiate negotiations and make an offer to the property owner up to a designated amount. The second will be to formally approve the final amount of compensation agreed upon by both parties. These actions will be brought forward for approval in groups, based on project prioritization and the progress of negotiations.

The items brought forward under Ordinance O-2-26 are those that have already been negotiated, with an amount of compensation having been agreed upon by both parties, pending Board approval.

Additional details regarding the acquisition of easements to be discussed during Executive Session.

Recommended Motion:

To adopt Ordinance No. O-2-26

DuPage WATER COMMISSION

ORDINANCE NO. O-2-26

AN ORDINANCE AUTHORIZING THE ACQUISITION OF EASEMENTS BY THE DuPAGE WATER COMMISSION OVER CERTAIN PROPERTY FOR THE PURPOSE OF PROVIDING WATER TO THE VILLAGE OF MONTGOMERY, THE VILLAGE OF OSWEGO AND THE UNITED CITY OF YORKVILLE

WHEREAS, the DuPage Water Commission (the "Commission") is a duly authorized and existing Water Commission created and existing pursuant to Illinois law, including but not limited to the Water Commission Act of 1985, 70 ILCS 3720/0.001 *et seq*.; and

WHEREAS, the statutes of the State of Illinois pertaining to such matters provide that Water Commissions shall have the power to construct any waterworks improvements or extensions of mains, pumping stations, reservoirs or other appurtenances thereto (the "Waterworks Improvements"); and

WHEREAS, the Commission has entered into Water Purchase and Sale Agreements with the Village of Montgomery, the Village of Oswego and the United City of Yorkville (collectively the "Water Purchase and Sale Agreements"); and

WHEREAS, the Water Purchase and Sale Agreements and other related agreements with the Village of Montgomery, the Village of Oswego and the United City of Yorkville (the "Municipalities") require that the Commission construct Waterworks Improvements in order to provide water service to the Municipalities; and

WHEREAS, the Commission has previously found that it is in the best interests of the Commission and instructed the General Manager and his staff to take the necessary steps to construct the Waterworks Improvements that are necessary to comply with the terms of the Purchase and Sale Agreements; and

WHEREAS, the statutes of the State of Illinois pertaining to such matters provide that Water Commissions shall have the power to acquire lands for the purpose of, *inter alia,* constructing any waterworks improvements or extensions of mains, pumping stations, reservoirs or other appurtenances thereto; and

WHEREAS, the Board of Commissioners of the Commission deem it advisable and in the public interest and welfare to acquire easements over real estate for the purpose of constructing Waterworks Improvements to provide water service to the Municipalities; and

WHEREAS, the Board of Commissioners of the Commission find that the easements over the parcels of real estate as described in the attached Exhibits 1 through 10 (the "Subject Properties") should be acquired and are necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, for this purpose, the Board of Commissioners of the Commission adopted Ordinance Nos. O-7-25, O-8-25 and O-14-25 empowering the General Manager, his staff and the Commission's attorneys to take the necessary steps, either by negotiation or condemnation, to acquire the easements over the Subject Properties as set forth in Exhibits 1 through 10 (the "Easements"); and

WHEREAS, the owners of the Subject Properties have agreed to sell the Easements in accordance with the terms set forth in Exhibits 1 through 10; and

WHEREAS, the Commission has determined that the total cost for the purchase of the Easements in the amount of $160,125.00 is reasonable; and

WHEREAS, the Commission has determined that the terms for the purchase of the Easements are reasonable.

NOW, THEREFORE, be it ordained by the Board of Commissioners of the DuPage Water Commission, a Water Commission Authority existing under the laws of the State of Illinois, as follows:

<u>SECTION ONE</u>: The recitals set forth hereinabove shall be and are hereby incorporated as if said recitals were fully set forth within this Section One.

<u>SECTION TWO</u>: That it is necessary and desirable that the Easements described in Exhibits 1 through 10 attached hereto, be acquired by the Commission for one or more of the purposes set forth herein.

<u>SECTION THREE</u>: That the General Manager, his staff and the Commission's attorneys and

consultants be, and hereby are, authorized, directed and empowered to take the necessary steps to purchase the Easements over the Subject Properties as described in Exhibits 1 through 10.

SECTION FOUR: The Clerk for the Commission be and is hereby authorized and directed to transmit a copy of this Ordinance to the attorney for the Commission and may provide certified copies of said Ordinance upon proper request from the general public.

SECTION FIVE: That all ordinances and resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION SIX: This Ordinance shall be in full force and effect after its adoption.

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

ADOPTED THIS ____________ DAY OF ______________, 2026.

____
James F. Zay, Chairman

ATTEST:

____
Danna Mundall, Clerk
Board/Resolutions/2026/O-2-26.docx

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of ______________, 2025 by and between ____ ____ (collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of ______________________ and No/100 Dollars ($___________), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **<u>Exceptions</u>**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _________ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: ____________________
____
____
____
Email:

with a copy to: ____________________
____
____
Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

____

____

GRANTEE:

DUPAGE WATER COMMISSION

By:________________________________

Its:________________________________

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ______________________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of ________________, 2025.

____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _______________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of ________________, 2025.

____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	TW-6/25 (Section 2
Section:	1-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0108 Temporary Easement
Index No.:	03-01-351-008 03-02-400-006

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence North 89 degrees 04 minutes 52 seconds East along the south line of said Southwest Quarter a distance of 1291.74 feet, to the Point of Beginning; thence continuing North 89 degrees 04 minutes 52 seconds East along said south line a distance of 16.00 feet, to the westerly line of property acquired by the State of Illinois by Final Judgment Order Document Number 2021-00021402; thence North 00 degrees 41 minutes 31 seconds West along said westerly line a distance of 123.00 feet, to the south line of property conveyed per deed Document Number 2014-00016018; thence South 89 degrees 04 minutes 52 seconds West along said south line being parallel with said south line of the Southwest Quarter a distance 16.00 feet, to a line 16.00 feet west of and parallel with said westerly line of property acquired by the State of Illinois by Final Judgment Order Document Number 2021-00021402; thence South 00 degrees 41 minutes 31 seconds East along said parallel line a distance of 123.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.045 acres, more or less or 1,968 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of ______________, 2025 by and between ____ ____ (collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

WITNESSETH

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of ______________________ and No/100 Dollars ($___________), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **<u>Damages</u>**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **<u>Grantee's Execution</u>**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **<u>Modification or Termination</u>**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _________ County, Illinois.

13. **<u>Notices</u>**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: ____________________
____
____
____
Email:

with a copy to: ____________________
____
____
Email:

If to GRANTEE: Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to: Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

____

____

GRANTEE:

DUPAGE WATER COMMISSION

By:____________________________________

Its:____________________________________

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ______________________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ______________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 2
Section: 1-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0223 Temporary Easement

Index No.: 03-01-351-009

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence North 89 degrees 04 minutes 52 seconds East along the south line of said Southwest Quarter a distance of 1307.74 feet, to the west line of property acquired by the State of Illinois by Final Judgment Order Document Number 2021-00021402; thence North 00 degrees 41 minutes 31 seconds West along said west line a distance of 123.00 feet, to the south line of property conveyed per deed Document Number 2014-00016018 and the Point of Beginning; thence continuing North 00 degrees 41 minutes 31 seconds West along said west line a distance of 21.94 feet, to a bend in said west line; thence North 13 degrees 08 minutes 30 seconds West along the westerly line of said property acquired by the State of Illinois by Final Judgment Order Document Number 2021-00021402 a distance of 74.22 feet, to a line 16.00 feet west of and parallel with the prolongation north of said west line of property acquired by the State of Illinois by Final Judgment Order Document Number 2021-00021402; thence South 00 degrees 41 minutes 31 seconds East along said parallel line a distance of 94.47 feet, to said south line of property conveyed per deed Document Number 2014-00016018; thence North 89 degrees 04 minutes 52 seconds East along said south line a distance of 16.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.021 acres, more or less or 931 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

____
____, their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____________________ and No/100 Dollars ($___________), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, control cabinets and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"), whether below grade or above grade:

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee; Grantor shall not grant to any other person or entity any easement right or other right to use, the Easement Premises below grade, at grade or above grade. Grantor hereby reserves the right to use that portion of the Easement Premises that does not contain any above-grade Grantee Facilities in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities, whether below grade or above grade, or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this ______ day of ___________________________, A.D., 2025.

[OWNER NAME]

____

____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

____
____
PIN: _______________

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that __________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 1)
Section: 12-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0304 Permanent Easement

Index No.: 03-12-104-008

That part of Lot 284 in Ogden Falls, Unit 3, Phase 1, being a subdivision of part of the Northeast Quarter of Section 11 and part of the Northwest Quarter of Section 12, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Lot 284; thence South 89 degrees 05 minutes 09 seconds West along the north line of said Lot 284 a distance of 15.00 feet, to a line 15.00 feet west of and parallel with the east line of said Lot 284 and the Point of Beginning; thence South 01 degrees 03 minutes 09 seconds East along said parallel line a distance of 130.00 feet, to the south line of said Lot 284; thence South 89 degrees 05 minutes 09 seconds West along said south line a distance of 15.00 feet, to a line 30.00 feet west of and parallel with the east line of said Lot 284; thence North 01 degrees 03 minutes 09 seconds West along said parallel line a distance of 130.00 feet, to said north line of Lot 284; thence North 89 degrees 05 minutes 09 seconds East along said north line a distance of 15.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.045 acres, more or less or 1,950 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of ______________, 2025 by and between ____ ____ (collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

WITNESSETH

1. **Incorporation of Recitals and Easement Agreement**. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement**. Grantor, for and in consideration of the sum of ______________________ and No/100 Dollars ($___________), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **<u>Exceptions</u>**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _________ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: ____________________
____
____
____
Email:

with a copy to: ____________________
____
____
Email:

If to GRANTEE: Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to: Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. <u>Governing Law</u>. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

____

____

GRANTEE:

DUPAGE WATER COMMISSION

By:__________________________________

Its:__________________________________

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ______________________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ______________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	FW-1/25 (Section 1)
Section:	12-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0304 Temporary Easement
Index No.:	03-12-104-008

That part of Lot 284 in Ogden Falls, Unit 3, Phase 1, being a subdivision of part of the Northeast Quarter of Section 11 and part of the Northwest Quarter of Section 12, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the northeast corner of said Lot 284; thence South 89 degrees 05 minutes 09 seconds West along the north line of said Lot 284 a distance of 15.00 feet, to a line 15.00 feet west of and parallel with the east line of said Lot 284; thence South 01 degrees 03 minutes 09 seconds East along said parallel line a distance of 130.00 feet, to the south line of said Lot 284; thence North 89 degrees 05 minutes 09 seconds East along said south line a distance of 15.00 feet, to the east line of said Lot 284; thence North 01 degrees 03 minutes 09 seconds West along said east line a distance of 130.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.045 acres, more or less or 1,950 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

____
____, their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____________________ and No/100 Dollars ($___________), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this ______ day of ___________________________, A.D., 2025.

[OWNER NAME]

____

____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

____
____
PIN: ________________

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that __________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 1)
Section: 22-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0331 Permanent Easement 1
Index No.: 03-15-400-003
03-22-200-001

That part of the north 35.0 acres of the Northeast Quarter of Section 22, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said Northeast Quarter of Section 22; thence South 01 degrees 22 minutes 38 seconds East along the west line of said Northeast Quarter a distance of 144.40 feet, to the Point of Beginning; thence continuing South 01 degrees 22 minutes 38 seconds East along said west line a distance of 53.45 feet; thence South 17 degrees 40 minutes 34 seconds East distance of 53.45 feet, to a line 15.00 feet east of and parallel with said west line of the Northeast Quarter; thence South 01 degrees 22 minutes 38 seconds East along said parallel line a distance of 328.60 feet, to the south line of said north 35.0 acres of the Northeast Quarter; thence North 88 degrees 46 minutes 33 seconds East along said south line a distance of 15.00 feet, to a line 30.00 feet east of and parallel with said west line of the Northeast Quarter; thence North 01 degrees 22 minutes 38 seconds West along said parallel line a distance of 330.79 feet; thence North 17 degrees 40 minutes 34 seconds West a distance of 106.90 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.141 acres, more or less or 6,148 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

____

____, their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of ______________________ and No/100 Dollars ($____________), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this ______ day of __________________________, A.D., 2025.

[OWNER NAME]

____

____

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

____
____
PIN: _______________

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that __________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route:	FW-1/25 (Section 1)
Section:	15-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0331 Permanent Easement 2
Index No.:	03-15-400-003 03-22-200-001

That part of the east 165.0 feet of the Southwest Quarter of Section 15, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of said Southwest Quarter of Section 15; thence South 88 degrees 46 minutes 59 seconds West along the south line of said Southwest Quarter a distance of 42.26 feet, to the Point of Beginning; thence North 17 degrees 40 minutes 34 seconds West a distance of 120.97 feet; thence North 10 degrees 23 minutes 19 seconds West a distance of 186.86 feet; thence North 03 degrees 32 minutes 50 seconds West a distance of 145.97 feet, to a line 53.00 feet east of and parallel with the west line of said 165.0 feet of the Southwest Quarter; thence North 01 degrees 14 minutes 58 seconds West along said parallel line a distance of 643.54 feet, to the north line of property conveyed per deed Document Number 2006-00032746; thence South 88 degrees 47 minutes 13 seconds West along said north line a distance of 15.00 feet, to a line 38.00 feet east of and parallel with the west line of said 165.00 feet of the Southwest Quarter; thence South 01 degrees 14 minutes 58 seconds East along said parallel line a distance of 643.85 feet; thence South 03 degrees 32 minutes 50 seconds East a distance of 147.17 feet; thence South 10 degrees 23 minutes 19 seconds East a distance of 188.71 feet; thence South 17 degrees 40 minutes 34 seconds East a distance of 117.50 feet, to said south line of the Southwest Quarter; thence North 88 degrees 46 minutes 59 seconds East along said south line a distance of 15.64 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.378 acres, more or less or 16,459 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of ______________, 2025 by and between ____ ____ (collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. **Incorporation of Recitals and Easement Agreement**. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement**. Grantor, for and in consideration of the sum of ______________________ and No/100 Dollars ($___________), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _________ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: ____________________
____
____
____
Email:

with a copy to: ____________________
____
____
Email:

If to GRANTEE: Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to: Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. **Governing Law**. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

____

____

GRANTEE:

DUPAGE WATER COMMISSION

By:___________________________________

Its:___________________________________

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____________________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ______________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	FW-1/25 (Section 1)
Section:	22-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0331 Temporary Easement 1
Index No.:	03-15-400-003 03-22-200-001

That part of the north 35.0 acres of the Northeast Quarter of Section 22, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said Northeast Quarter of Section 22; thence South 01 degrees 22 minutes 38 seconds East along the west line of said Northeast Quarter a distance of 55.32 feet, to the Point of Beginning; thence continuing South 01 degrees 22 minutes 38 seconds East along said west line a distance of 89.08 feet; thence South 17 degrees 40 minutes 34 seconds East distance of 106.90 feet, to a line 30.00 feet east of and parallel with said west line of the Northeast Quarter; thence South 01 degrees 22 minutes 38 seconds East along said parallel line a distance of 330.79 feet, to the south line of said north 35.0 acres of the Northeast Quarter; thence North 88 degrees 46 minutes 33 seconds East along said south line a distance of 25.00 feet, to a line 55.00 feet east of and parallel with said west line of the Northeast Quarter; thence North 01 degrees 22 minutes 38 seconds West along said parallel line a distance of 334.44 feet; thence North 17 degrees 40 minutes 34 seconds West a distance of 195.97 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.278 acres, more or less or 12,101 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of ______________, 2025 by and between ____ ____ (collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. **Incorporation of Recitals and Easement Agreement**. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement**. Grantor, for and in consideration of the sum of ______________________ and No/100 Dollars ($___________), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **<u>Exceptions</u>**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _________ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: ____________________
____
____
____
Email:

with a copy to: ____________________
____
____
Email:

If to GRANTEE: Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to: Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. **Governing Law**. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

____

____

GRANTEE:

DUPAGE WATER COMMISSION

By:__________________________________

Its:__________________________________

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ______________________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ______________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	FW-1/25 (Section 1)
Section:	15-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0331 Temporary Easement 2
Index No.:	03-15-400-003 03-22-200-001

That part of the east 165.0 feet of the Southwest Quarter of Section 15, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southeast corner of said Southwest Quarter of Section 15; thence South 88 degrees 46 minutes 59 seconds West along the south line of said Southwest Quarter a distance of 16.19 feet, to the Point of Beginning; thence continuing South 88 degrees 46 minutes 59 seconds West along said south line a distance of 26.07 feet; thence North 17 degrees 40 minutes 34 seconds West a distance of 120.97 feet; thence North 10 degrees 23 minutes 19 seconds West a distance of 186.86 feet; thence North 03 degrees 32 minutes 50 seconds West a distance of 145.97 feet, to a line 53.00 feet east of and parallel with the west line of said 165.0 feet of the Southwest Quarter; thence North 01 degrees 14 minutes 58 seconds West along said parallel line a distance of 643.54 feet, to the north line of property conveyed per deed Document Number 2006-00032746; thence North 88 degrees 47 minutes 13 seconds East along said north line a distance of 25.00 feet, to a line 78.00 feet east of and parallel with the west line of said 165.00 feet of the Southwest Quarter; thence South 01 degrees 14 minutes 58 seconds East along said parallel line a distance of 643.03 feet; thence South 03 degrees 32 minutes 50 seconds East a distance of 143.97 feet; thence South 10 degrees 23 minutes 19 seconds East a distance of 183.77 feet; thence South 17 degrees 40 minutes 34 seconds East a distance of 126.77 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.630 acres, more or less or 27,436 square feet, more or less.

GRANT OF PERMANENT EASEMENT TO DUPAGE WATER COMMISSION

____
____, their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of _____________________ and No/100 Dollars ($___________), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this ______ day of __________________________, A.D., 2025.

[OWNER NAME]

____

____

This document prepared by and returned to:	Property Address:
Phillip A. Luetkehans, Esq. Luetkehans, Brady, Garner & Armstrong, LLC 2700 International Drive Suite 305 West Chicago, IL 60185	____________________ ____________________ PIN: _______________

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that __________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route:	FW-1/25 (Section 3)
Section:	25-37-8 & 26-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0413 Permanent Easement
Index No.:	02-26-200-028 02-25-100-004

That part of the West Half of Section 25 and that part of the East Half of Section 26, Township 37 North, Range 7 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of property conveyed per Trustees Deed recorded February 18, 2004, as Document Number 2004-00003784 being on the center line of U.S. Route No. 71; thence South 79 degrees 39 minutes 36 seconds East along the northerly line said Trustees Deed a distance of 2408.96 feet, to the east line of said Trustees Deed; thence South 01 degrees 25 minutes 49 seconds East along said east line a distance of 157.26 feet, to the northwest corner of property conveyed per Warranty Deed recorded January 29, 2015 as Document Number 2015-00001487 and the Point of Beginning; thence continuing South 01 degrees 25 minutes 49 seconds East along said east line a distance of 14.30 feet; thence South 88 degrees 53 minutes 08 seconds West a distance of 30.41 feet; thence North 01 degrees 12 minutes 30 seconds West a distance of 110.96 feet; thence North 12 degrees 27 minutes 30 seconds West a distance of 12.18 feet; thence North 34 degrees 57 minutes 30 seconds West a distance of 4.44 feet; thence North 79 degrees 24 minutes 56 seconds West a distance of 2265.14 feet; thence South 79 degrees 40 minutes 02 seconds West a distance of 29.32 feet; thence South 33 degrees 18 minutes 49 seconds West a distance of 57.73 feet; thence South 31 degrees 32 minutes 39 seconds West a distance of 60.20 feet; thence South 30 degrees 17 minutes 14 seconds West a distance of 72.60 feet; thence South 28 degrees 27 minutes 29 seconds West a distance of 304.68 feet; thence South 26 degrees 57 minutes 45 seconds West a distance of 108.09 feet; thence South 25 degrees 04 minutes 22 seconds West a distance of 125.64 feet; thence South 26 degrees 46 minutes 44 seconds West a distance of 64.55 feet; thence South 38 degrees 58 minutes 09 seconds West a distance of 244.53 feet; thence South 29 degrees 08 minutes 11 seconds West a distance of 429.57 feet; thence South 27 degrees 53 minutes 05 seconds West a distance of 148.35 feet; thence South 38 degrees 29 minutes 17 seconds West a distance of 152.44 feet; thence South 27 degrees 56 minutes 27 seconds West a distance of 89.74 feet; thence South 38 degrees 48 minutes 22 seconds West a distance of

149.53 feet; thence South 37 degrees 20 minutes 16 seconds West a distance of 109.96 feet; thence South 38 degrees 41 minutes 46 seconds West a distance of 64.64 feet; thence South 83 degrees 18 minutes 05 seconds West a distance of 39.27 feet, to a point on the easterly line of property conveyed to the State of Illinois per Document Number 2022-00015265 being a non-tangential curve; the next 8 courses along said easterly line; (1) thence northerly along said non-tangential curve to the left, having a radius of 6436.90 feet, an arc length of 6.58 feet, a chord bearing of North 37 degrees 25 minutes 33 seconds East, and a chord distance of 6.57 feet, to a non-tangential line; (2) thence North 40 degrees 29 minutes 16 seconds East a distance of 152.21 feet, to a non-tangential curve; (3) thence northerly along said non-tangential curve to the left, having a radius of 6446.90 feet, an arc length of 600.00 feet, a chord bearing of North 33 degrees 22 minutes 46 seconds East, and a chord distance of 599.78 feet, to a tangential line; (4) thence North 30 degrees 42 minutes 48 seconds East along said tangential line a distance of 582.92 feet, to a non-tangential line; (5) thence North 59 degrees 46 minutes 04 seconds East along said non-tangential line a distance of 51.48 feet; (6) thence North 30 degrees 42 minutes 48 seconds East a distance of 55.00 feet; (7) thence North 04 degrees 08 minutes 54 seconds East a distance of 55.90 feet; (8) thence North 30 degrees 42 minutes 48 seconds East a distance of 712.55 feet, to a point 44.54 feet southerly of said north line of property conveyed per Trustees Deed recorded February 18, 2004 as Document Number 2004-00003784 as measured along said easterly line of property conveyed to the State of Illinois per Document Number 2022-00015265; thence North 79 degrees 40 minutes 02 seconds East a distance of 43.90 feet; thence South 79 degrees 24 minutes 56 seconds East a distance of 2274.04 feet; thence South 34 degrees 57 minutes 30 seconds East a distance of 13.55 feet; thence South 12 degrees 27 minutes 30 seconds East a distance of 16.64 feet; thence South 01 degrees 12 minutes 30 seconds East a distance of 98.16 feet; thence North 88 degrees 53 minutes 08 seconds East a distance of 15.35 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 2.159 acres, more or less or 94,060 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of ______________, 2025 by and between ____ ______________________________________ (collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, *et seq.* and 70 ILCS 3720/0.001, *et seq*. (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. **Incorporation of Recitals and Easement Agreement**. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement**. Grantor, for and in consideration of the sum of ______________________ and No/100 Dollars ($___________), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _________ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: ____________________
____
____
____
Email:

with a copy to: ____________________
____
____
Email:

If to GRANTEE: Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to: Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

____

____

GRANTEE:

DUPAGE WATER COMMISSION

By:__________________________________

Its:__________________________________

This instrument prepared by
and after recording return to:

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
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630-773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____________________________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF __________)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ______________, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this ______ day of _______________, 2025.

____
Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route:	FW-1/25 (Section 3)
Section:	25-37-8 & 26-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0413 Temporary Easement
Index No.:	02-26-200-028 02-25-100-004

That part of the West Half of Section 25 and that part of the East Half of Section 26, Township 37 North, Range 7 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of property conveyed per Trustees Deed recorded February 18, 2004, as Document Number 2004-00003784 being on the center line of U.S. Route No. 71; thence South 79 degrees 39 minutes 36 seconds East along the northerly line said Trustees Deed a distance of 2408.96 feet, to the east line of said Trustees Deed; thence South 01 degrees 25 minutes 49 seconds East along said east line a distance of 157.26 feet, to the northwest corner of property conveyed per Warranty Deed recorded January 29, 2015 as Document Number 2015-00001487; thence continuing South 01 degrees 25 minutes 49 seconds East along said east line a distance of 14.30 feet, to the Point of Beginning; thence South 88 degrees 53 minutes 08 seconds West a distance of 30.41 feet; thence North 01 degrees 12 minutes 30 seconds West a distance of 110.96 feet; thence North 12 degrees 27 minutes 30 seconds West a distance of 12.18 feet; thence North 34 degrees 57 minutes 30 seconds West a distance of 4.44 feet; thence North 79 degrees 24 minutes 56 seconds West a distance of 2265.14 feet; thence South 79 degrees 40 minutes 02 seconds West a distance of 29.32 feet; thence South 33 degrees 18 minutes 49 seconds West a distance of 40.15 feet; thence South 79 degrees 24 minutes 56 seconds East a distance of 2274.38 feet; thence South 01 degrees 12 minutes 30 seconds East a distance of 134.40 feet; thence North 88 degrees 53 minutes 08 seconds East a distance of 78.09 feet, to the east line of said Trustees Deed; thence North 01 degrees 25 minutes 49 seconds West along said east line a distance of 47.50 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 2.689 acres, more or less or 117,083 square feet, more or less.