

AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND COMMUNITY AND ECONOMIC DEVELOPMENT OF COOK COUNTY (CEDA)
FOR PROFESSIONAL SERVICES FOR MULTI-FAMILY WEATHERIZATION PROJECT II –
COLLEGE PARK APARTMENTS

This professional services agreement (hereinafter referred to as the “AGREEMENT”), made this 11th day of August, 2026, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the “COUNTY”) and Community and Economic Development Association of Cook County, Inc., a non-for-profit corporation licensed to do business in Illinois, with offices at 567 West Lake Street, Suite 1200, Chicago, Illinois 60661 (hereafter referred to as “CEDA”). The COUNTY and CEDA are hereinafter sometimes individually referred to as a “party” or together as “parties.”

RECITALS

WHEREAS, the COUNTY by virtue of its power set forth in “Counties Code” (55 ILCS 5/5-1001 *et. seq.*) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires professional technical implementation and training services for the multi-family weatherization project pertaining to the College Park Apartments located at 942, 944, 946, and 948 West College Boulevard, Addison, Illinois 60101 (herein after referred to as “PROJECT II”); and

WHEREAS, CEDA is a sole source provider as the only Community Action Agency (CAA) in Illinois with the requisite technical experience and proven capacity to complete multifamily weatherization projects in compliance with the U.S. Department of Education standards; and

WHEREAS, the COUNTY is encouraged by the State of Illinois to utilize CEDA for the PROJECT II as CEDA has the required certifications to complete the PROJECT II; and

WHEREAS, CEDA has experience and expertise in this area and is in the business of providing such professional services and is willing to perform the required services for an amount not to exceed \$104,000.00; and

WHEREAS, CEDA acknowledges that it is qualified to perform the services covered by this AGREEMENT and is in good standing and has not been barred from performing professional services; and

WHEREAS, the parties acknowledge the necessary oversight to ensure compliance with the federal and state guidance over the scope of work as identified in the attached Exhibit A through the Illinois Home Weatherization Assistance Program (IHWAP).

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and made a part hereof.

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by CEDA according to the Scope of Work specified as Exhibit A, attached hereto. CEDA shall complete all the services set forth in said exhibit for the compensation set forth in Section 6.0 below, unless otherwise modified as provided herein.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. Any such changes, including any increase or decrease in CEDA's compensation and Scope of Work, shall be documented by an amendment to the originally approved Work Order, or by issuance of a new Work Order to cover the changes in scope provided that the increase does not increase the total compensation set forth in this AGREEMENT.
- 2.3 The relationship of CEDA to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which CEDA or its sub-contractors/sub-consultants provide services hereunder. Neither CEDA nor CEDA's employees shall be entitled to receive any COUNTY benefits. CEDA shall be solely responsible for the payment of all taxes and

withholdings required by law which may become due with regard to any compensation paid by the COUNTY to CEDA.

2.4 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

2.5 Neither CEDA nor CEDA's employees shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Community Services (hereinafter referred to as the "DIRECTOR"), in the form of a written Notice to Proceed following approval by the Human Services Committee and execution of the AGREEMENT by the County Board Chair.

3.2 In addition to the Notice to Proceed, the Director, or her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CEDA, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 5.2, 7.2, 15.3, 21.2 and 25, as well as any requirements contained in any of the exhibits attached hereto.

4.0 TECHNICAL SUBCONSULTANTS

4.1 CEDA shall supervise any sub-consultant(s) hired by CEDA and CEDA shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by CEDA.

4.2 CEDA shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 7.0 and 12.0 and Paragraph 25.3 of this AGREEMENT and shall fully comply therewith while engaged by CEDA in services for the COUNTY on the PROJECT II.

5.0 TIME FOR PERFORMANCE

5.1 CEDA shall commence work to meet the requirements for professional services on the PROJECT II after the COUNTY issues its written Notice to Proceed. The

COUNTY is not liable and will not pay CEDA for any work performed before the date of the Notice to Proceed.

- 5.2 Unless otherwise defined in Exhibit A, CEDA shall submit a schedule for completion of the PROJECT II within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by September 30, 2027, unless the term of this AGREEMENT is extended in conformity with Article 13 below.
- 5.3 If CEDA is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond CEDA'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CEDA. CEDA shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 COMPENSATION

- 6.1 The COUNTY shall pay CEDA for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 6.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$104,000.00. This amount is a "not to exceed" amount. In the event the COUNTY directs CEDA to perform services which would cause the stated amount to be exceeded, CEDA shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 13.0.
- 6.3 CEDA shall submit invoices for services rendered, including any allowable expenses and any pre-approved reimbursable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay CEDA more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Each invoice shall also include a progress report as set forth in Exhibit A. CEDA shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY,

CEDA shall submit certified time sheets as additional documentation for the invoiced services.

- 6.4 Upon approval of properly documented invoices, the COUNTY shall reimburse CEDA the amount invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."
- 6.5 In the event of any overcharge by CEDA, CEDA shall refund the COUNTY within thirty (30) days of discovery of said overcharge by CEDA or notice to CEDA by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing to CEDA under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.

7.0 CEDA'S INSURANCE

- 7.1 CEDA shall maintain, at its sole expense, insurance coverage including:
- 7.1.a Worker's Compensation Insurance in statutory amounts.
- 7.1.b Employer's Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million (\$1,000,000.00) dollars each employee/disease.
- 7.1.c Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Community Services, DuPage County Department of Community Services, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

7.1.d Commercial (Comprehensive) Automobile Liability Insurance with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Community Services, DuPage County Department of Community Services, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

7.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

- 7.2 It shall be the duty of CEDA to provide to the COUNTY copies of CEDA'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of CEDA to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and CEDA shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of CEDA curing any breach of its required insurance coverage, the COUNTY shall notify CEDA that CEDA can resume work under this AGREEMENT. CEDA shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CEDA'S failure to provide and maintain the required insurance.
- 7.3 The coverage limits required under subparagraphs 7.1.c and 7.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by CEDA shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 7.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the

limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If CEDA is satisfying insurance required through a combination of primary and excess coverage, CEDA shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. CEDA shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

- 7.4 CEDA shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of CEDA, including naming the COUNTY as an additional insured in the same coverage types and amounts as CEDA, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants' insurance coverage at any time.

8.0 INDEMNIFICATION

- 8.1 CEDA shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, CEDA'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.
- 8.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 8.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove CEDA'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 8.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CEDA'S

indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

- 8.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or otherwise available to it, or to CEDA, under the law.

9.0 SATISFACTORY PERFORMANCE

- 9.1 The COUNTY is entering into an AGREEMENT with CEDA because CEDA professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, CEDA'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional multi-family weatherization firms practicing in the COUNTY and the State of Illinois.
- 9.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which CEDA has been engaged, CEDA'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 9.3 If any errors, omissions, or acts, intentional or negligent, are made by CEDA, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, CEDA shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, CEDA may at the COUNTY'S option have the responsibility to cure same under this provision.
- 9.4 Acceptance of the work shall not exempt CEDA of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by CEDA or its sub-consultants.

10.0 BREACH OF CONTRACT

- 10.1 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for

termination of this AGREEMENT in accordance with Paragraph 15.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. Notwithstanding the above term, CEDA'S failure to maintain insurance in accordance with Section 7.0, above, or in the event of any of the contingencies described in Paragraph 15.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. Any breach of any covenant or term of this AGREEMENT by one or more of CEDA'S sub-consultants shall be deemed a breach by CEDA subject to the terms of this AGREEMENT.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 CEDA agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY either i) on or before the expiration of this AGREEMENT or, ii) 14 days after notice of termination or, iii) as otherwise agreed to by the COUNTY and CEDA. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.
- 11.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to CEDA other than as provided in this AGREEMENT. CEDA waives any copyright interest in said deliverables.
- 11.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 11.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 11.4 CEDA may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

12.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

- 12.1 CEDA, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 12.2 CEDA, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. CEDA, and sub-consultant(s), shall comply with the provisions of the

Illinois Human Rights Act, as amended, 775 ILCS 5/-101, *et seq.*, and with all rules and regulations established by the Department of Human Rights.

- 12.3 CEDA, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, *et seq.*; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).
- 12.4 CEDA, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to CEDA, or CEDA'S personnel, in relation to this AGREEMENT. CEDA has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 12.5 CEDA covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CEDA'S services under this AGREEMENT.
- 12.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2), the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 *et seq.*); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at <https://mwv.dupageco.org/>).**
- 12.7 CEDA acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. CEDA agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

13.0 MODIFICATION OR AMENDMENT

- 13.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.
- 13.2 CEDA agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

14.0 TERM OF THIS AGREEMENT

- 14.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
 - (a) The termination of this AGREEMENT in accordance with the terms of Section 15.0, or
 - (b) The expiration of this AGREEMENT on September 30, 2027, or to a new date agreed upon by the parties, or
 - (c) The completion by CEDA and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before June 30, 2026.
- 14.2 CEDA shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 14.1(b), above or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse CEDA for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay CEDA for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 5.1, above.
- 14.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 13.1 above.

15.0 TERMINATION

- 15.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CEDA'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if CEDA is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 12.0, above, in

which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.

15.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.

15.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, CEDA shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

16.0 ENTIRE AGREEMENT

16.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

16.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

16.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

16.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

17.0 ASSIGNMENT

17.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment in writing.

18.0 SEVERABILITY

18.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

- 18.2 In the event of the contingency described in Paragraph 18.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 13.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

19.0 GOVERNING LAW

- 19.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 19.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Eighteenth Judicial Circuit Court for DuPage County.

20.0 NOTICES

- 20.1 Any required notice shall be sent to the following addresses and parties:
Community and Economic Development of Cook County (CEDA)
ATTN: Salina Colon
567 West Lake Street, Suite 1200
Chicago, IL 60661
Phone: 312.853.8584/ 312.485.4995
Email: scolon@cedaorg.net
- DuPage County Department of Community Services
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Gina Strafford-Ahmed
Phone: 630.407.6444
Email: gina.strafford@dupagecounty.gov
- 20.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30p.m. CST or CDT Monday–Friday); (b) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. – 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice

thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 13.1, above.

21.0 WAIVER OF/FAILURE TO ENFORCE BREACH

21.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT and shall not prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

22.0 FORCE MAJEURE

22.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

23.0 ACCESS TO PROPERTY

23.1 CEDA shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for CEDA. In the event the COUNTY cannot secure access for CEDA, the COUNTY shall excuse CEDA from the performance of any work that necessitated such access. CEDA shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide CEDA, upon CEDA'S request, proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.

23.2 In the event of the following: a) it is necessary for CEDA to access the property of a third party in order for CEDA to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing CEDA to access such property; CEDA shall fully abide by and comply with the terms and conditions of said authorizing instrument as though CEDA were a signatory thereto.

24.0 INTENTIONALLY LEFT BLANK

25.0 QUALIFICATIONS

25.1 CEDA shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any

elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

- 25.2 Failure by CEDA to properly staff the PROJECT II with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
- 25.3 CEDA shall require any sub-consultant(s) utilized for the PROJECT II to employ qualified persons to be the same extent such qualifications are required of the CEDA'S personnel. The COUNTY shall have the same rights under Paragraph 25.2 above, with respect to CEDA'S sub-consultant(s) being properly staffed while engaged in the PROJECT II.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

**COMMUNITY AND ECONOMIC
DEVELOPMENT OF COOK COUNTY
(CEDA)**

Deborah A. Conroy, Chair
DuPage County Board

Signature

Print Name

Title

ATTEST BY:

ATTEST BY:

Jean Kaczmarek, County Clerk

Signature

Print Name

Title

**EXHIBIT A
SCOPE OF WORK**