

**AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND COMMUNITY HIGH  
SCHOOL DISTRICT 86 LACTATION ROOM CONSTRUCTION**

This AGREEMENT (the "AGREEMENT") is made this 13th day of May, 2025, by and between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the "COUNTY") and COMMUNITY HIGH SCHOOL DISTRICT 86, an Illinois School District, with offices at 5500 South Grant Street, Hinsdale, Illinois (hereinafter referred to as the "DISTRICT").

**RECITALS**

WHEREAS, DuPage County School Districts and Special Education Cooperatives fortunately have not been subject to such occurrences, but recognize it is in the best interests of their students, staff and communities that they join together to plan for such occurrences and be prepared to assist each other during catastrophic events which exceed the capacity of an individual school district or cooperative to respond effectively on its own;

WHEREAS, the assistance to be provided under this Intergovernmental Cooperation Agreement ("Agreement") includes personnel, equipment and staging facilities appropriate to the nature of the catastrophic event;

WHEREAS, this Agreement is made in the exercise of the Parties' rights and powers granted under Article VII, Section 10 of the Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 and all other rights and powers vested in the Parties by their respective governing statutes.

WHEREAS, the Illinois General Assembly has granted the District authority to operate, maintain and keep in repair necessary District facilities and to provide for lactation rooms, operate such facilities, and to enter into agreements for those purposes pursuant to 105 ILCS 5/34-18.53 (hereinafter "PROJECT"); and

WHEREAS, the COUNTY has created the Member Initiative Program, which sets aside certain County funds for use by members within their districts; and

WHEREAS, the PROJECT will benefit local citizens by improving accessibility for disabled students, and

WHEREAS, in order to coordinate their respective roles in the PROJECT, the COUNTY and DISTRICT have agreed to the terms and conditions set forth in this AGREEMENT; and

WHEREAS, the DISTRICT shall undertake the PROJECT and the COUNTY shall reimburse the DISTRICT for PROJECT expenses up to twenty-five thousand five hundred thirty five dollars (\$25,535.00) in accordance with the terms and conditions of this AGREEMENT; and

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 a 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 COUNTY and DISTRICT shall be referred to herein collectively as the "Parties," or individually as a "Party."

#### **2.0 PROJECT DESCRIPTION.**

- 2.1 The PROJECT involves the purchase and operation of certain vehicles by the District. The Project is more fully described in the application attached as **Exhibit A** to this Agreement.
- 2.2 The PROJECT shall be undertaken essentially in accord with the plans, as prepared by the DISTRICT's architects which have been mutually approved by the DISTRICT and the COUNTY, and which document is attached hereto and incorporated herein as **Exhibit B**.

#### **3.0 FUNDING.**

- 3.1 The PROJECT'S gross total expenses are estimated at twenty-five thousand five hundred thirty five dollars (\$25,535.00).
- 3.2 The Parties agree that up to twenty-five thousand five hundred thirty five dollars (\$25,535.00) in Project costs will be reimbursed by the COUNTY. The COUNTY, by this AGREEMENT, does not assume responsibility for directly paying any PROJECT costs and shall only be responsible for reimbursing portions of the DISTRICT'S PROJECT costs.



- 3.3 Allowable PROJECT expenses may include third-party professional services (architect/engineering fees, construction management, etc.), construction (labor and materials), bidding related costs, advertising, permit fees, and other related construction costs. Notwithstanding the foregoing, allowable expenses shall not include administrative costs, overhead, payroll or accounting services.

#### **4.0 DISTRICT'S RESPONSIBILITIES.**

- 4.1 The DISTRICT shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The DISTRICT shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The DISTRICT shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.3 The DISTRICT shall be responsible for submitting copies of all plans, specifications, bid documents, permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of verifying the PROJECT's work components have been completed.
- 4.4 The DISTRICT shall submit one final invoice to the COUNTY upon the completion of the material portion of the project. Repaving, landscaping or other seasonal work shall not be considered a material portion of this PROJECT. The COUNTY shall remit payment to the DISTRICT within 30 days of submission of invoice.
- 4.5 The DISTRICT shall make direct payments to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the DISTRICT.
- 4.6 The DISTRICT'S contractors and consultants shall be solely responsible for the safety of all individuals performing work on the PROJECT. The DISTRICT shall take such measures as are necessary to ensure that its contractors and consultants maintain the PROJECT areas in safe condition and install appropriate barricades and warning signs, and strictly enforce all applicable safety law, rules and regulations. This provision is not intended to create any new burden or liability for the DISTRICT beyond the usual burdens and

liabilities for a municipality or other unit of government in the construction of public improvements.

- 4.7 The DISTRICT shall provide the COUNTY unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for reimbursement.

## **5.0 COUNTY'S RESPONSIBILITIES.**

- 5.1 The COUNTY reserves the right to review the PROJECT'S plans, specifications and bid documents prior to the DISTRICT'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto.
- 5.2 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT.
- 5.3 Upon receipt of the DISTRICT'S invoice, and all necessary supporting documentation, the COUNTY shall promptly reimburse the DISTRICT for approved costs associated with the PROJECT. The total reimbursement amount paid by the COUNTY to the DISTRICT shall not exceed twenty-five thousand five hundred thirty-five dollars (\$25,535.00). In the event PROJECT costs total less than twenty-five thousand five hundred thirty five dollars (\$25,535.00). the DISTRICT's total reimbursement amount shall be one hundred percent (100%) of the actual total PROJECT costs.

## **6.0 GOVERNMENT REGULATIONS.**

- 6.1 The Parties shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT. Nothing in this agreement shall be found to act as an approval of any specific works which require separate county permitting approval, such as stormwater or building permits.

## **7.0 INDEMNIFICATION.**

- 7.1 To the extent permitted by law, each Party ("First Party") shall indemnify, hold harmless and defend the other Party ("Second Party"), and any of the Second Party's officials, officers, and employees from and against all liability, claims, suits, demands, liens, 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, the First Party's negligent or willful acts to the fullest extent that each Party is so authorized under the law; provided, however, that the First Party shall not be obligated to indemnify, hold harmless and defend the Second Party for any negligent or intentional wrongful misconduct or omissions by the Second Party's officials, employees, agents, contractors or personnel.

- 7.2 The DISTRICT shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the DISTRICT and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers as additional insureds on said consultant's and contractor's liability insurance policy. Further, the DISTRICT shall require that its consultants and contractors indemnify, defend and hold harmless the DISTRICT and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.
- 7.3 Nothing contained herein shall be construed as prohibiting the Parties, their officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or Paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove DISTRICT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. The First Party's indemnification of the Second Party shall survive the termination, or expiration, of this AGREEMENT.

#### **8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.**

- 8.1 The Parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both Parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form,

signed by both parties without formal amendment to this AGREEMENT pursuant to Paragraph 8.1, above.

**9.0 TERM OF THIS AGREEMENT.**

9.1 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:

9.1.1 December 1, 2025, or to a new date agreed by the parties.

9.1.2 The completion by the DISTRICT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 1, 2025.

9.1.3 Funds shall be expended not later than November 30, 2025.

**10.0 ENTIRE AGREEMENT.**

10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between Parties.

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

10.3 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.

10.4 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.

**11.0 SEVERABILITY.**

11.1 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.

**12.0 GOVERNING LAW.**

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

### **13.0 NOTICES.**

13.1 Any required notice shall be sent to the following addresses and parties:

ON BEHALF OF THE DISTRICT:

Josh Stephenson  
Chief Financial Officer  
5500 S. Grant Street  
Hinsdale, IL 60521

ON BEHALF OF THE COUNTY:

Jeremy Custer  
421 N. County Farm Road  
Wheaton, IL 60187

### **14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.**

14.1 The Parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining Party from enforcing this AGREEMENT with respect to a different breach.

### **15.0 NO THIRD-PARTY BENEFICIARY.**

15.1 This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

### **16.0 NO WAIVER OF TORT IMMUNITY.**

16.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

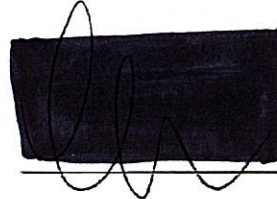
IN WITNESS OF, the Parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

DISTRICT 86

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Deborah Conroy  
Chair, DuPage County Board

A black rectangular redaction box covers the signature of Catherine Greenspon. A thin, light-colored line is visible through the redaction, tracing the outline of the signature.

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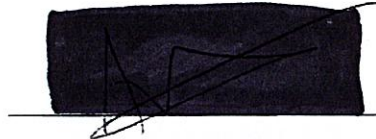
Catherine Greenspon  
School Board President

ATTEST:

ATTEST:

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Jean Kaczmarek,  
County Clerk

A black rectangular redaction box covers the signature of ASMA AKHRAS. A thin, light-colored line is visible through the redaction, tracing the outline of the signature.

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ASMA AKHRAS,  
Secretary





DuPage County  
Office of the County Board  
421 North County Farm Road  
Wheaton, Illinois 60187-3978

**MEMBER INITIATIVE PROGRAM APPLICATION** - Please complete all sections for submission


**SECTION I Organization Information**

Organization	Hinsdale Township High School District 86
Contact Person	Josh Stephenson
Address	5500 South Grant Street
City	Hinsdale
Phone Number	630-570-8087
Email	jstephen@hinsdale86.org

**SECTION II Project Description**

Project Title	Mother's Room Renovation - Hinsdale South High School
Cost of the Project	\$25,535.00
Brief Description of the Scope of Initiative	Conversion of an ancillary locker room space into a mother's/lactation room. The renovation includes new flooring, lighting, paint, the addition of a sink and counter space, and furnishings.
Desired Outcomes	To provide a comfortable, private, and accessible lactation room for mothers.

**SECTION III Signature**

Member Name	Kari Galassi, Lucy Evans and Brian Krajewski
District	3
Signature	

**SECTION IV Supplemental Documents**

Please attach the following (if applicable)

- Letters of Engagement from all involved organizations
- Vendor Ethics Disclosures
- Bid Documents
- Proof of Good Standing with IL Secretary of State for all partner organizations
- Tax Documents (such as W-9 forms, where applicable)



## Hinsdale Township High School District 86

5500 South Grant Street  
Hinsdale, IL 60521  
630-655-6100

March 26, 2025

Jeremy Custer  
DuPage County Board Office  
421 County Farm Rd.  
Wheaton IL 60187

Re: Member Initiative Program Application Details

Dear Mr. Custer,

This letter is to confirm that the Board of Education for Hinsdale Township High School District 86 awarded the alternate bid for the mother's room renovation at Hinsdale South High School during their February 26, 2025, regular action meeting. This renovation project is scheduled to be completed during the summer of 2025. Attached are the bid and project details. Please let me know if you require any additional information.

Sincerely,

A handwritten signature in dark ink, which appears to read "Josh Stephenson", is written over a black rectangular redaction mark.

Josh Stephenson  
Chief Financial Officer  
630.570.8007



BID PKG #	BID PACKAGE / CONTRACTOR	ALTERNATES		
		Alt. No. 1 - Mothers Room	Alt. No. 2 - Toilet Partition Mounting Style	Alt. No. 3 - Baseball Field Dugout Storage Addition
<b>1</b>	<b>SELECTIVE DEMOLITION</b>			
	Alpine Demolition	\$11,500	\$0	\$0
	<b>Break Thru Enterprises</b>	<b>\$3,500</b>	<b>\$0</b>	<b>\$0</b>
	Pepper Construction Company SPG	\$5,600	\$0	\$0
	US Dismantlement (USD)	\$8,200	\$0	\$0
	(low bid analysis)	\$3,500	\$0	\$0
<b>2</b>	<b>MASONRY</b>			
	<b>JimmyZ Corp</b>	<b>\$1,500</b>	<b>\$0</b>	<b>\$9,800</b>
	Rasco Masonry	\$5,000	\$0	\$15,000
	Piazza & Mannerino Masonry	\$0	\$0	\$18,080
	MPZ Masonry	\$0	\$0	\$12,000
	(low bid analysis)	\$1,500	\$0	\$9,800
<b>3</b>	<b>GENERAL TRADES / BATH ACCESSORIES</b>			
	Manusos General Contracting	\$2,795	\$3,167	\$12,950
	<b>Pepper Construction Company</b>	<b>\$2,477</b>	<b>\$20,179</b>	<b>\$15,142</b>
	Ostrander Construction Inc	\$5,000	\$3,000	\$14,000
	Alliance Companies (Only Door and Hardware)			
	(low bid analysis)	\$2,477	\$20,179	\$15,142
<b>4</b>	<b>DRYWALL &amp; ROUGH CARPENTRY</b>			
	Manusos General Contracting	\$2,299	N/A	\$10,950
	<b>Pepper Drywall</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,413</b>
	(low bid analysis)	\$0	\$0	\$12,413
<b>5</b>	<b>HARD TILE</b>			
	Northern Illinois Tile and Terrazzo	\$6,200	\$0	\$0
	<b>Commercial Carpet Consultants</b>	<b>\$4,390</b>	<b>\$0</b>	<b>\$0</b>
	Douglas Floor Covering	\$7,250	\$0	\$0
	<del>Tiles in Style (Withdrawn)</del>	<del>\$4,600</del>	<del>\$0</del>	<del>\$0</del>
	(low bid analysis)	\$4,390	\$0	\$0
<b>6</b>	<b>CAST-IN-PLACE / SITE CONCRETE</b>			
	Pepper Construction	\$0	\$0	\$0,000
	<b>Tor Construction Company</b>	<b>\$0</b>	<b>\$0</b>	<b>\$16,000</b>
	Premium Concrete Inc	\$0	\$0	\$28,300
	(low bid analysis)	\$0	\$0	\$16,000
<b>7</b>	<b>PAINT / COATINGS</b>			
	Pepper Construction Company	\$2,500	\$0	\$2,000
	<b>Ascher Brothers Co</b>	<b>\$1,750</b>	<b>\$0</b>	<b>\$1,500</b>
	(low bid analysis)	\$1,750	\$0	\$1,500
<b>8</b>	<b>STRUCTURAL STEEL, MISC METALS</b>			
	<b>M&amp;I Steel</b>	<b>\$0</b>	<b>\$64,725</b>	<b>\$3,290</b>
	Specialty Construction	\$0	\$68,080	\$5,000
	(low bid analysis)	\$0	\$64,725	\$3,290
<b>9</b>	<b>ROOFING</b>			
	<b>G.E. Riddiford</b>	<b>\$0</b>	<b>\$0</b>	<b>\$20,650</b>
	(low bid analysis)	\$0	\$0	\$20,650
<b>10</b>	<b>FIRE SUPPRESSION SYSTEMS</b>			
	Absolute Fire	\$0	\$0	\$0
	<b>Nelson Fire Protection</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	(low bid analysis)	\$0	\$0	\$0
<b>11</b>	<b>PLUMBING</b>			
	Chas F Bruckner Plumbing	\$4,000	\$0	\$0
	<b>Cryer and Olsen Mechanical, Inc.</b>	<b>\$5,000</b>	<b>\$0</b>	<b>\$0</b>
	(low bid analysis)	\$5,000	\$0	\$0
<b>12</b>	<b>HVAC &amp; TEMPERATURE CONTROLS</b>			
	Amber Mechanical	\$0	\$0	\$0
	<b>C. Acitelli</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	(low bid analysis)	\$0	\$0	\$0
<b>13</b>	<b>ELECTRICAL</b>			
	<b>Eco Lighting Services &amp; Technology</b>	<b>\$6,000</b>	<b>\$0</b>	<b>\$0</b>
	Integrated Electric, Services LLC	\$4,094	\$0	\$0
	(low bid analysis)	\$6,000	\$0	\$0
<b>14</b>	<b>ASPHALT PAVING</b>			
	<b>Abbey Paving</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	Schroeder Asphalt	\$0	\$0	\$0
	(low bid analysis)	\$0	\$0	\$0



	<b>Alterates Totals</b>	<b>Alt. No. 1 - Mothers Room</b>	<b>Alt. No. 2 - Toilet Partition Mounting Style</b>	<b>Alt. No. 3 - Baseball Field Dugout Storage Addition</b>	
		<b>\$25,535</b>	<b>\$88,071</b>	<b>\$81,735</b>	<b>\$195,342</b>
	<b>BID PERIODS 1 &amp; 1B (No Alt)</b>				
Total	\$4,583,812				
Budget	\$5,178,615				
Delta	(\$594,803)				
	<b>BID PERIODS 1 &amp; 1B (All Alternates)</b>				
Total	\$4,779,154	\$25,535	\$88,071	\$81,735	
Budget	\$5,178,615				
Delta	(\$399,461)				

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### PAINT COLOR LEGEND

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