



DU PAGE COUNTY

Public Works Committee

Regular Meeting Agenda

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, September 2, 2025

9:00 AM

Room 3500B

1. CALL TO ORDER

2. ROLL CALL

3. CHAIRMAN'S REMARKS - CHAIR CHILDRESS

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5.A. [25-2091](#)

Public Works Committee Meeting Minutes - Regular Meeting - Tuesday, August 19, 2025

6. BUDGET TRANSFERS

6.A. [25-2092](#)

Facilities Management – Transfer of funds from account number 5000-2704-54010-DE-SE0000181 (Building Improvements) in the amount of \$3,529 to 5000-2704-53801-DE-SE0000181 (Subscription I.T. Arrangements) for a five-year commercial cloud plan for one electric vehicle charging station at the 509 garage. (EECBG Funding)

7. CONSENT ITEMS

7.A. [25-2093](#)

Amendment to Contract 6462-0001 SERV, issued to Earthwerks Land Improvement and Development Corporation, for construction of storm water detention and Best Management Practices (BMP's) projects at the east campus detention basin, for Facilities Management, for numerous building construction projects, for a change order to extend the contract to December 15, 2027, with no change in the contract amount.

7.B. [25-2094](#)

Amendment to Contract 6637-0001 SERV issued to Commercial Mechanical, Inc., to replace existing convector (radiative heaters) in the North building resident shower, bath, & laundry rooms, replace existing VAV controls, and replace existing corridor linear diffuser controls at the Care Center, for Facilities Management, for a change order to extend the contract to August 31, 2026 with no change to the contract total. (ARPA ITEM)

8. CONTRACT INCREASE**8.A. [FM-CO-0004-25](#)**

Amendment to County Contract 7721-0001 SERV, issued to Allied Valve, Inc. to provide testing, repair, and re-certify safety relief valves for boilers at the Power Plant, for Facilities Management, for a change order to increase the contract in the amount of \$55,000, resulting in an amended contract amount not to exceed \$82,660.

9. PROFESSIONAL SERVICES AGREEMENT**9.A. [PW-P-0025-25](#)**

Recommendation for the approval of an agreement between the County of DuPage, Illinois and Robinson Engineering, LTD, for on-call professional engineering design services for the various County water and wastewater systems, for the period of September 9, 2025 to November 30, 2028, for a total contract amount not to exceed \$95,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et seq.

10. ORDINANCE**10.A. [PW-O-0001-25](#)**

An Ordinance approving an easement agreement between the Forest Preserve District of DuPage County and the County of DuPage for the transfer of a permanent, non-exclusive easement for a sanitary sewer connector within Danada Forest Preserve pursuant to the Local Government Property Transfer Act.

10.B. [PW-O-0002-25](#)

Approving the first amendment to an intergovernmental agreement between the County of DuPage, Illinois and the Itasca Park District, and declaring the transfer of real property from the Itasca Park District to the County of DuPage to be necessary, convenient, and in the best interests of the County of DuPage.

11. INFORMATIONAL**11.A. [25-2113](#)**

Natural Gas Bid - Constellation New Energy - Gas Division, LLC., for natural gas and utility management and supply services for Facilities Management, DuPage Care Center, Public Works and Division of Transportation, for a 2-year fixed pricing total of \$1,699,700.

11.B. [SM-P-0020-25](#)

Recommendation for the approval of a contract to Azteca Systems, LLC, for Asset Management Software Licenses, for Stormwater Management (\$74,720.61), Public Works (\$74,720.61), and the Division of Transportation (\$12,994.89), for the period of October 1, 2025 through September 30, 2027, for a contract total not to exceed \$162,436.10. Sole Source Provider.

- 12. OLD BUSINESS**
- 13. NEW BUSINESS**
- 14. ADJOURNMENT**



Minutes

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-2091

Agenda Date: 9/2/2025

Agenda #: 5.A.



DU PAGE COUNTY

Public Works Committee

Final Summary

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, August 19, 2025

9:00 AM

Room 3500B

1. CALL TO ORDER

9:00 AM meeting was called to order by Chair Michael Childress at 9:00 AM.

2. ROLL CALL

Other Board Members Present: Member Saba Haider

Member Saba Haider arrived at 9:15 am due to attending another committee meeting.

Member Kari Galassi arrived at 9:17 am due to attending another committee meeting.

PRESENT	Childress, DeSart, Garcia, and Ozog
REMOTE	Galassi, and Zay

MOTION TO ALLOW REMOTE PARTICIPATION

Member DeSart moved and Member Garcia seconded a motion to allow Member Galassi and Member Zay to conduct the meeting via teleconference/remotely.

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia

3. CHAIRMAN'S REMARKS - CHAIR CHILDRESS

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [25-1948](#)

Public Works Committee Meeting Minutes - Regular Meeting - Tuesday, August 5, 2025

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Dawn DeSart

6. CONSENT ITEMS

Motion to Combine Items

Member Garcia moved and Member Ozog seconded a motion to combine items 6.A. through 6.I.. The motion was approved on voice vote, all "ayes".

6.A. [25-1949](#)

Public Works - Rowell Chemical Company 6890SERV -This Purchase Order is decreasing in the amount of \$14,740.94 and closing due to contract expiration.

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia

6.B. [25-1950](#)

Public Works - Home Depot USA 5097SERV -This Purchase Order is decreasing in the amount of \$22,237.53 and closing due to contract expiration.

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia

6.C. [25-1951](#)

Public Works - Olsson Roofing 7387SERV -This Purchase Order is decreasing in the amount of \$17,250 and closing due to contract expiration.

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia

6.D. [25-1952](#)

Public Works - Chicagoland Paving Contractors 7662SERV -This Purchase Order is decreasing in the amount of \$14,250 and closing due to construction completion.

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia

6.E. [25-1955](#)

Public Works - Vissering Construction Company 7242SERV - This contract is decreasing in the amount of \$78,304.90 and closing due to contract completion.

RESULT:	APPROVED
MOVER:	Dawn DeSart

SECONDER: Paula Garcia

6.F. [25-1956](#)

Facilities Management – Advanced Boiler Control Services, Inc. 7029-0001 SERV - This contract is decreasing in the amount of \$38,519.35 and closing due to contract expiring.

RESULT: APPROVED
MOVER: Dawn DeSart
SECONDER: Paula Garcia

6.G. [25-1957](#)

Facilities Management – Airways Systems, Inc. 6419-0001 SERV - This contract is decreasing in the amount of \$10,671 and closing due to contract expiring.

RESULT: APPROVED
MOVER: Dawn DeSart
SECONDER: Paula Garcia

6.H. [25-1958](#)

Facilities Management – Commercial Mechanical, Inc. 6493-0001 SERV - This contract is decreasing in the amount of \$353,500 and closing due to contract expiring.

RESULT: APPROVED
MOVER: Dawn DeSart
SECONDER: Paula Garcia

6.I. [25-1959](#)

Facilities Management – Windfree Solar, Inc. 6268-0001 SERV - This contract is decreasing in the amount of \$20,089.53 and closing due to the contract expiring.

RESULT: APPROVED
MOVER: Dawn DeSart
SECONDER: Paula Garcia

RESULT: APPROVED THE CONSENT AGENDA
MOVER: Dawn DeSart
SECONDER: Paula Garcia

7. CLAIMS REPORT

7.A. [25-1960](#)

Payment of Claims - Public Works and Facilities Management

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Paula Garcia

8. PROFESSIONAL SERVICES AGREEMENT

8.A. [PW-P-0024-25](#)

Recommendation for the approval of an agreement between the County of DuPage, Illinois and Baxter & Woodman, for On-Call Permit and Ordinance Review, for the period of August 26, 2025 to November 30, 2028, for a total contract amount not to exceed \$90,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Paula Garcia

9. BID AWARD

9.A. [FM-P-0038-25](#)

Recommendation for the approval of a contract to Voris Mechanical, Inc., to replace the number two boiler burner at the Power Plant, for Facilities Management, for the period of August 26, 2025 through November 30, 2026, for a contract total amount not to exceed \$1,350,445; per lowest responsible bid #25-080-FM.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Mary Ozog

9.B. [FM-P-0039-25](#)

Recommendation for the approval of a contract to The Stone Group, Inc., for grease trap cleaning and pumping, as needed for the County campus, for Facilities Management, for the period of September 1, 2025 through August 31, 2026, for a total contract amount not to exceed \$72,905; per lowest responsible bid #25-097-FM, with three options to renew.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Paula Garcia

9.C. [FM-P-0040-25](#)

Recommendation for the approval of a contract to Olsson Roofing Company, Inc., for roof restoration work on the Auditorium at the JTK Administration Building, for Facilities Management, for the period August 26, 2025 through April 30, 2026, for a total contract amount not to exceed \$139,005. Contract pursuant to the Intergovernmental Cooperation Act (TIPS Contract #23010402).

Member Dawn DeSart asked about the age of the roof that is being replaced and Chief Administrative Officer Nick Kottmeyer answered.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Paula Garcia

10. **BID RENEWAL**10.A. [25-1961](#)

Recommendation for the approval of a contract to Digital R-E-D, to provide semi-annual scheduled pickups for the recycling of electronic devices for the County, for Facilities Management, for the period October 18, 2025 through October 17, 2026, for a total contract amount not to exceed (\$0) zero dollars, per renewal option under low e-quote #23-104-FM, second of three options to renew.

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Paula Garcia

11. **CONTRACT INCREASE**11.A. [25-1919](#)

Amendment to County Contract 6086-0001 SERV, issued to Brightly Software, Inc., for annual maintenance edge (help desk) and connect authenticate software licensing, for Facilities Management, for a change order to extend the contract to November 30, 2025, and to increase the contract in the amount of \$3,935.58, taking the original contract amount of \$74,340.34 and resulting in an amended contract total amount not to exceed \$78,275.92.

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Paula Garcia

11.B. [FM-CO-0003-25](#)

Amendment to County Contract #7800-0001 SERV issued to Huen Electric, Inc., for

Phase II installation of solar panels on the roof of the JTK Administrative Building, for Facilities Management, to add additional scope of work to include new solar panels on the JTK Auditorium roof, extend the contract expiration to November 30, 2026, and increase funding in the amount of \$224,183, taking the original contract amount from \$574,833, and resulting in a final County cost of \$799,016, an increase of 39%. Partial EECBG funded.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Dawn DeSart

12. PRESENTATION

12.A. FY26 Public Works and Facilities Management Operating Budgets

Director of Facility Management Tim Harbaugh reviewed the current recommendation for the FY2026 Operating Budget for Facilities Management. Chief Administrative Officer Nick Kottmeyer and Mr. Harbaugh answered any questions from Vice Chair Zay, Member DeSart, and Member Ozog.

Then Chief Administrative Officer and Director of Public Works Nick Kottmeyer and Financial Administrator Stan Spera reviewed the recommendation for the FY2026 Operating Budget for Public Works and answered any questions from Members of the Public Works Committee.

13. OLD BUSINESS

No old business was discussed.

14. NEW BUSINESS

No new business was discussed.

15. ADJOURNMENT

With no further business, the meeting was adjourned.



Budget Transfer

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-2092

Agenda Date: 9/2/2025

Agenda #: 6.A.

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective April 1, 2025

From: 5000
Company #

EECBG GRANTS
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
2704	54010		BUILDING IMPROVEMENTS	\$ 3,529.00	361,809.92	358,280.92	8/18/25
Total				\$ 3,529.00			

To: 5000
Company #

EECBG GRANTS
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
2704	53807		SUBSCRIPTION IT ARRANGEMENTS	\$ 3,529.00	0	3,529.00	8/18/25
Total				\$ 3,529.00			

Reason for Request:

Budget transfer needed to move dollars from Building Improvements to Subscription I.T. Arrangements due to a five-year commercial cloud plan and activation of one electrical vehicle charging station at the 509 parking garage for Facilities Management.

Signature on File

Department Head

Signature on File

Chief Financial Officer

Activity

DE-SE00000181
(optional)

****Please sign in blue ink on the original form****

Finance Department Use Only			
Fiscal Year <u>25</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

PW - 9/2/25
FIN/CB - 9/9/25



Consent Item

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-2093

Agenda Date: 9/2/2025

Agenda #: 7.A.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Consent
PW 9/2
CB 9/9

Date: Sep 2, 2025

MinuteTraq (IQM2) ID #: 25-1931

Purchase Order #: 6462-0001 SERV	Original Purchase Order Date: May 23, 2023	Change Order #: 5	Department: Facilities Management
Vendor Name: Earthwerks Land Improvement & Development Corp			Vendor #: 11452
Dept Contact: Jennifer Boyer			
Background and/or Reason for Change Order Request:	Amendment to Contract 6462-0001 SERV issued to Earthwerks Land Improvement and Development Corporation for construction of stormwater detention and Best Management Practices (BMP's) projects at the east campus detention basin for Facilities Management for numerous building construction projects, for a change order to extend the contract to December 15, 2027, no change in contract amount.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- ☒ (A) Were not reasonably foreseeable at the time the contract was signed.
☐ (B) The change is germane to the original contract as signed.
☒ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$2,793,517.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$2,793,517.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$2,793,517.00
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%

DECISION MEMO NOT REQUIRED

- ☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only
- ☐ Change budget code from: _____ to: _____
- ☐ Increase/Decrease quantity from: _____ to: _____
- ☐ Price shows: _____ should be: _____
- ☐ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

DECISION MEMO REQUIRED

- ☒ Increase (greater than 29 days) contract expiration from: Dec 15, 2025 to: Dec 15, 2027
- ☐ Increase \geq \$2,500.00, or \geq 10%, of current contract amount ☐ Funding Source _____
- ☐ OTHER - explain below:

caf	Aug 11, 2025	5665	Aug 11, 2025
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)
REVIEWED BY (Initials Only)			
Buyer	Date	Procurement Officer	Date
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date



Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Aug 11, 2025

File ID #: 25-1931

Purchase Order #: 6462-0001SERV

Requesting Department: Facilities Management	Department Contact: Jennifer Boyer
Contact Email: jennifer.boyer@dupagecounty.gov	Contact Phone: X6775
Vendor Name: Earthwerks Land Improvement & Development	Vendor #: 11452

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Amendment to Contract 6462-0001 SERV issued to Earthwerks Land Improvement and Development Corporation for construction of stormwater detention and Best Management Practices (BMP's) projects at the east campus detention basin for Facilities Management for numerous building construction projects, for a change order to extend the contract to December 15, 2027, no change in contract amount.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

The East basin and pipe lowering projects were constructed in 2022/2023 and planted mid-2023. The contract requires the contractor to meet certain annual performance standards by the end of each growing season for three years after planting or until standards are met (Full growing seasons are considered 2024, 2025, 2026). The contractor is on track to meet these standards on time by the end of 2026. This work is highly influenced by weather, and as a result, we would like to extend the contract through 2027 in the event that more time is needed to meet performance standards and close out the contract.

Original Source Selection/Vetting Information - Describe method used to select source.

Per lowest responsible bid 22-102-SWM.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

- 1) Extend contract so the contractor can meet annual performance standards by the end of each growing season.
- 2) Do not extend contract and potentially not meet annual performance standards.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

No fiscal impact, as we are only extending the contract.



Consent Item

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-2094

Agenda Date: 9/2/2025

Agenda #: 7.B.



Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Consent
PW 9/12
CB 9/19

Date: Aug 11, 2025

MinuteTraq (IQM2) ID #: 25-1932

Purchase Order #: 6637-0001 SERV	Original Purchase Order Date: Sep 12, 2023	Change Order #: 3	Department: Facilities Management
Vendor Name: Commercial Mechanical, Inc.		Vendor #: 13285	Dept Contact: Nick Jensen
Background and/or Reason for Change Order Request:	Amendment to Contract 6637-0001 SERV issued to Commercial Mechanical, Inc., to replace existing convector (radiative heaters) in the North building resident shower, bath, & laundry rooms, replace existing VAV controls, and replace existing corridor linear diffuser controls at the Care Center, for Facilities Management, for a change order to extend the contract to August 31, 2026. ARPA ITEM		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- ☒ (A) Were not reasonably foreseeable at the time the contract was signed.
☐ (B) The change is germane to the original contract as signed.
☒ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$407,100.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$407,100.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$407,100.00
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%

DECISION MEMO NOT REQUIRED

- ☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only
☐ Change budget code from: _____ to: _____
☐ Increase/Decrease quantity from: _____ to: _____
☐ Price shows: _____ should be: _____
☐ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

DECISION MEMO REQUIRED

- ☒ Increase (greater than 29 days) contract expiration from: Nov 30, 2025 to: Aug 31, 2026
☐ Increase \geq \$2,500.00, or \geq 10%, of current contract amount ☐ Funding Source _____
☐ OTHER - explain below:

caf	Aug 4, 2025	5665	Aug 11, 2025
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials) Phone Ext Date
REVIEWED BY (Initials Only)			
Buyer	Date	Procurement Officer	Date
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date



Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Aug 11, 2025

File ID #: 25-1932

Purchase Order #: 6637-0001SERV

Requesting Department: Facilities Management	Department Contact: Nick Jensen
Contact Email: nicholas.jensen@dupagecounty.gov	Contact Phone: 224-283-3427
Vendor Name: Commercial Mechanical, Inc.	Vendor #: 13285

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Amendment to Contract 6637-0001 SERV issued to Commercial Mechanical, Inc., to replace existing convector (radiative heaters) in the North building resident shower, bath, & laundry rooms, replace existing VAV controls, and replace existing corridor linear diffuser controls at the Care Center, for Facilities Management, for a change order to extend the contract to August 31, 2026. ARPA ITEM

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

The Care Center is currently undergoing renovations in the North building and is scheduled to be complete mid-summer 2026. This project is being complete as each floor is undergoing the renovations and therefore this contract needs to be extended so that the project can be complete in full.

Original Source Selection/Vetting Information - Describe method used to select source.

Per lowest responsible bid #22-141-FM.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

- 1) Extend contract 6637-0001 SERV with Commercial Mechanical, Inc. so the project can be complete in full.
- 2) If the project is not extended, Commercial Mechanical, Inc. will not have sufficient time to complete the project.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

No fiscal impact, as we are only extending the contract.



Facilities Management Change Order with Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: FM-CO-0004-25

Agenda Date: 9/2/2025

Agenda #: 8.A.

AMENDMENT TO COUNTY CONTRACT #7721-0001 SERV ISSUED TO
ALLIED VALVE, INC.
TO PROVIDE TESTING, REPAIR, AND RE-CERTIFY SAFETY RELIEF VALVES FOR BOILERS
AT THE POWER PLANT FOR FACILITIES MANAGEMENT
(INCREASE CONTRACT IN THE AMOUNT OF \$55,000.00)

WHEREAS, County Contract #7721-0001 SERV was approved and adopted by the Public Works Committee on May 20, 2025; and

WHEREAS, the Public Works Committee recommends changes as stated in the Request for Change Order Notice to County Contract #7721-0001 SERV issued to Allied Valve, Inc., to provide testing, repair, and re-certify safety relief valves at the Power Plant, for a change order to increase the contract in the amount by \$55,000.00 for Facilities Management, resulting in an amended contract total of \$82,660.00.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract #7721-0001 SERV issued to Allied Valve, Inc., to provide testing, repair, and re-certify safety relief valves at the Power Plant, for Facilities Management, for a change order to increase the contract in the amount of \$55,000.00, taking the amended contract amount of \$27,660.00 and resulting in an amended contract total of \$82,660.00, a cumulative percent of all Change Orders 17.02%.

Enacted and approved this 9th day of September, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

PW 9/2
FI + CB 9/9

Date: Aug 14, 2025

MinuteTraq (IQM2) ID #: 25-2003

Purchase Order #: 7721-0001 SERV	Original Purchase Order Date: May 28, 2025	Change Order #: 3	Department: Facilities Management
Vendor Name: Allied Valve, Inc.		Vendor #: 21794	Dept Contact: Mary Ventrella
Background and/or Reason for Change Order Request:	Change order to increase contract in the amount of \$55,000.00 for unforeseen major valve repairs at the Power Plant. Line 1: Increase by \$15,690 Line 2: Increase by \$39,310		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- ☒ (A) Were not reasonably foreseeable at the time the contract was signed.
☐ (B) The change is germane to the original contract as signed.
☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE	
A	Starting contract value
B	Net \$ change for previous Change Orders
C	Current contract amount (A + B)
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease
E	New contract amount (C + D)
F	Percent of current contract value this Change Order represents (D / C)
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)

DECISION MEMO NOT REQUIRED

- ☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only
- ☐ Change budget code from: _____ to: _____
- ☐ Increase/Decrease quantity from: _____ to: _____
- ☐ Price shows: _____ should be: _____
- ☐ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☒ Increase encumbrance

DECISION MEMO REQUIRED

- ☐ Increase (greater than 29 days) contract expiration from: _____ to: _____
- ☒ Increase \geq \$2,500.00, or \geq 10%, of current contract amount ☒ Funding Source 1000-1100-53370
- ☐ OTHER - explain below:

Signature on File _____

MV	5705	Aug 14, 2025	5665	Aug 14, 2025
Prepared By (Initials)	Phone Ext	Date	for Approval (Initials)	Phone Ext
REVIEWED BY (Initials Only)				
Buyer	Date	Procurement Officer	Date	
Chief Financial Officer	Date	Chairman's Office	Date	
(Decision Memos Over \$25,000)		(Decision Memos Over \$25,000)		



Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Aug 14, 2025

File ID #: _____

Purchase Order #: 7721-0001 SERV

Requesting Department: Facilities Management	Department Contact: Mary Ventrella
Contact Email: mary.ventrella@dupagecounty.gov	Contact Phone: 630-407-5705
Vendor Name: Allied Valve, Inc.	Vendor #: 21794

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Change order to increase contract Purchase Order #7721-0001 SERV, issued to Allied Valve, Inc., to test, repair, and re-certify safety relief valves for boilers at the Power Plant, for Facilities Management, in the amount of \$55,000, taking current contract amount from \$27,660 to \$82,660, a cumulative percent of all change orders 17.02%.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

Facilities Management has 14 safety valves for the boilers at the Power Plant which require annual testing, repair, and certifying, on a rotating basis. Due to unforeseen repair costs, the contract needs to be increased to cover current and future repair costs.

Original Source Selection/Vetting Information - Describe method used to select source.

Bid #25-054-FM

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

- 1) Staff recommends approval to increase the contract in the amount of \$55,000.
- 2) No other options.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

\$16,170.00 FY25



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-054-FM
COMPANY NAME:	Allied Valve, Inc.
CONTACT PERSON:	Nik Brankovic
CONTACT EMAIL:	nik.brankovic@alliedvalve.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

- ☐ Yes
☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: FRANK COMIA

Signature: _____

Signature on File

Title: SIRV MANAGER

Date: _____

07-23-25



Public Works Requisition \$30,000 and Over

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: PW-P-0025-25

Agenda Date: 9/2/2025

Agenda #: 9.A.

AWARDING RESOLUTION ISSUED TO
ROBINSON ENGINEERING, LTD.
FOR ON-CALL PROFESSIONAL ENGINEERING DESIGN
SERVICES FOR THE VARIOUS COUNTY WATER
AND WASTEWATER SYSTEMS
FOR PUBLIC WORKS
(CONTRACT TOTAL AMOUNT \$95,000)

WHEREAS, an agreement for professional services not subject to competitive bidding per 55 ILCS 5/5-1022(c) has been negotiated in accordance with 2-353(1)(b) of the DuPage County Purchasing Ordinance; and

WHEREAS, the Finance Committee recommends County Board approval for the issuance of the contract to be issued to Robinson Engineering, LTD., for on-call professional engineering design services for the various County water and wastewater systems, for the period of September 9, 2025 through November 30, 2028, for Public Works .

NOW, THEREFORE BE IT RESOLVED, that said contract is for on-call professional engineering design services for the various County water and wastewater systems, for the period of September 9, 2025 through November 30, 2028 for Public Works, be, and it is hereby approved for the issuance of a contract by the Procurement Division to Robinson Engineering, LTD., 127 N. Walnut Street, Suite 200, Itasca, Illinois 60143, for a contract total amount of \$95,000.

Enacted and approved on this 9th day of September, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-2054	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$95,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 09/02/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$95,000.00
	CURRENT TERM TOTAL COST: \$95,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Robinson Engineering, LTD.	VENDOR #: 30232	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese
VENDOR CONTACT: Aaron Fundich	VENDOR CONTACT PHONE: 815-412-2701	DEPT CONTACT PHONE #: 630.985-7400	DEPT CONTACT EMAIL: sean.reese@dupagecounty.gov
VENDOR CONTACT EMAIL: afundich@reltd.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of an agreement between the County of DuPage, Illinois and Robinson Engineering, LTD., for on-call professional engineering design services for the various County water and wastewater distribution and collection systems, for the period of September 9, 2025, to November 30, 2028, for a total contract amount not to exceed \$95,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et. seq.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Public Works is in need of engineering services related to the water and wastewater systems. This contract will be used for biannual water tower inspections, distribution and collection system design & modeling, antenna tower lease infrastructure review, and tower maintenance specifications such as painting of the water towers.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
PROFESSIONAL SERVICES EXCLUDED PER DUPAGE ORDINANCE (SECTION 2-353) AND 50 ILCS 510/2 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)	

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source. A request for a statement of interests from qualified firms was posted and we received 5 responses. Based on the experience with County water and wastewater systems and areas of expertise staff recommends Robinson Engineering for these on-call services.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Contract with Robinson Engineering for this professional engineering contract. This option is recommended. 2) Contract with an alternative engineering firm. Not recommended due to the expertise of Robinson Engineering. 3) Do not have contract. Not recommended due to the needs within the water and wastewater distribution and collection systems.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Robinson Engineering, LTD	Vendor#: 30232	Dept: DuPage County Public Works	Division: Public Works
Attn: Aaron Fundich	Email: afundich@reltd.com	Attn: Magda Leonida-Padilla	Email: pwaccountspayable@dupagecount y.gov
Address: 127 N. Walnut Street, Suite 200	City: Itasca	Address: 7900 S. Rt. 53	City: Woodridge
State: IL	Zip: 60143	State: IL	Zip: 60517
Phone: 815-412-2701	Fax:	Phone: 630-985-7400	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same As Above	Vendor#: Same As Above	Dept: Same As Above	Division: Same As Above
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Sep 9, 2025	Contract End Date (PO25): Nov 30, 2028
Contract Administrator (PO25): Drew Cormican			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		On-Call professional engineering services for various County Water and Wastewater collection and distribution design	FY25	2000	2640	53010		10,000.00	10,000.00
2	1	EA		On-Call professional engineering services for various County Water and Wastewater collection and distribution design	FY25	2000	2555	53010		5,000.00	5,000.00
3	1	EA		On-Call professional engineering services for various County Water and Wastewater collection and distribution design	FY26	2000	2640	53010		20,000.00	20,000.00
4	1	EA		On-Call professional engineering services for various County Water and Wastewater collection and distribution design	FY26	2000	2555	53010		15,000.00	15,000.00
5	1	EA		On-Call professional engineering services for various County Water and Wastewater collection and distribution design	FY27	2000	2640	53010		20,000.00	20,000.00
6	1	EA		On-Call professional engineering services for various County Water and Wastewater collection and distribution design	FY27	2000	2555	53010		15,000.00	15,000.00
7	1	EA		On-Call professional engineering services for various County Water and Wastewater collection and distribution design	FY28	2000	2640	53010		10,000.00	10,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 95,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☐ Vendor Ethics Disclosure Statement

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND
ROBINSON ENGINEERING, LTD FOR PROFESSIONAL ENGINEERING
SERVICES FOR DUPAGE WATER AND WASTEWATER
COLLECTION AND DISTRIBUTION DESIGN SERVICES

THIS AGREEMENT is made this 9th day of September, 2025, between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois 60187 (hereinafter referred to as the COUNTY) and ROBINSON ENGINEERING, LTD., licensed to do business in the State of Illinois, with offices at 127 North Walnut Street, Suite 200, Itasca, Illinois 60143 (hereinafter referred to as the CONSULTANT).

R E C I T A L S

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to operate and maintain sanitary sewer systems and potable water distribution systems (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-15001, et seq.); and

WHEREAS, the Illinois State Constitution and Illinois General Assembly have authorized counties, including the County of DuPage (COUNTY), authority to perform various public functions, and to provide essential governmental services, for the benefit of its residents, property owners and businesses; and

WHEREAS, the Illinois General Assembly has further granted the County of DuPage ("COUNTY") authority to operate and maintain flood control, stormwater management, and drainage systems (*inter alia*, Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

WHEREAS, the COUNTY'S Public Works department owns and operates the Woodridge, Knollwood, & Nordic wastewater treatment facilities; and the facilities require compliance with NPDES and IEPA regulations to treat wastewater; and

WHEREAS, the aforesaid systems periodically require design, bidding and construction of improvements in order to ensure the efficient and cost-effective operation and compliance thereof; and

WHEREAS, ROBINSON ENGINEERING, LTD. (hereinafter the CONSULTANT) has experience and expertise performing design, bidding and construction improvements, is in good standing and has not been barred from performing professional services and is willing to perform such services for the COUNTY for an amount not to exceed Ninety-Five Thousand Dollars (\$95,000).

WHEREAS, ROBINSON ENGINEERING, LTD. (hereinafter the "CONSULTANT") has experience and expertise performing design, permit review and wastewater pretreatment compliance, is in good standing and has not been barred from performing professional services, and is willing to perform such services for the COUNTY for an amount not to exceed Ninety-Five Thousand Dollars (\$95,000).

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 2-353 of the DuPage County Purchasing Procedures and Guidelines; 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 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 a part thereof.

2.0 SCOPE OF SERVICES.

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the scope of work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the services set forth in said exhibit for the compensation set forth in Paragraph 6.2, below, unless otherwise modified.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in Consultant's compensation, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, or by issuance of a new Work Order to cover the changes in the Scope provided that the increase does not increase the total compensation set forth in this AGREEMENT.

- 2.3 The relationship of CONSULTANT to 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 COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its subcontractors provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT 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 the CONSULTANT.
- 2.4 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.
- 2.5 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.

3.0 NOTICE TO PROCEED.

- 3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Superintendent of the Public Works Department, (hereinafter referred to as the "SUPERINTENDENT") in the form of a written notice to proceed following execution of the AGREEMENT by the County Board Chair.
- 3.2 In addition to the Notice to Proceed, the SUPERINTENDENT or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 4.1, 5.2, 6.4, 7.1, 8.2, 8.3, 15.3 and 21.2.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the SUPERINTENDENT or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS.

- 4.1 The prior written approval of the COUNTY shall be required before CONSULTANT hires any subconsultant(s) to complete COUNTY- ordered technical or professional tasks or work.
- 4.2 The CONSULTANT shall supervise any subconsultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said subconsultant, or subconsultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any subconsultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that he/she/they/it (the subconsultant) also meets the terms of Sections 8.0 and 13.0 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in County-related work.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in the Scope of Services, the CONSULTANT shall submit a schedule for completion of the project 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 November 30, 2028 unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT 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 the CONSULTANT 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 Ninety-Five Thousand Dollars (\$95,000). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 6.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT’S staff. The multiplier shall include the CONSULTANT’S cost of overhead, profit and incidental costs. A chart listing the hourly rates, including multiplier, for CONSULTANT’S staff, and approved subconsultant’s staff, identified by position or assignment, is attached and incorporated hereto as Exhibit “C.” The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated herein and subject to the terms in 6.3(b) below. The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C. It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit C (including Exhibit C for approved sub-consultant(s)) when invoices are submitted for the PROJECT.
- 6.3.a If overtime/weekend/holiday (o/w/h) rates are expressly allowed under the AGREEMENT, but such rates are not otherwise specified, the o/w/h rate for each category shall be no more than one hundred fifty percent (150%) of the stated normal rate for that category. The o/w/h rate, when allowed, shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on the PROJECT or Work Order(s).
- 6.3.b If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days’ notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above.
- 6.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all services that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet, made a part hereof and incorporated herein by reference. Approved Work

Order(s) may include additional approved direct expenses not included herein. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the COUNTY.

- 6.5 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Separate invoices shall be submitted for each approved Work Order and each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. 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, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.
- 6.6 Upon receipt, review and approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT 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 reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure performance. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."
- 6.7 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT 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

- 6.8 Upon receipt, review and acceptance of all deliverables specified in Exhibit "B" of this AGREEMENT, final payment shall be made to the CONSULTANT.
- 6.9 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.

7.0 DELIVERABLES

- 7.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination, or when the SUPERINTENDENT directs, the deliverables specified in Exhibit "B" of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

- 8.1.a **Worker's Compensation Insurance** in the statutory amounts.
- 8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and five hundred thousand dollars (\$500,000.00) each employee/disease.
- 8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000) total; including limits of not less than two million dollars (\$2,000,000) per occurrence, and one million dollars (\$1,000,000) excess liability in the annual aggregate injury/property damage combined single limit. **An Endorsement must also be provided naming the County of DuPage c/o Public Works Department, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and noncontributory basis.**
- 8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000) for any one person and one million dollars (\$1,000,000) 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 Public Works Department, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and noncontributory basis.**
- 8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000) per incident/three million dollars (\$3,000,000) aggregate during the term of this AGREEMENT. In addition, coverage shall be provided in the minimum amount of one million dollars (\$1,000,000) 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.

- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY, copies of the CONSULTANT'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 the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT 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 the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.
- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.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 sixty (60) 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 the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT 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 affect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

- 8.4 The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e, CONSULTANT'S insurance providers shall be 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 sixty (60) 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.
- 8.5 CONSULTANT'S insurance required by Paragraphs 8.1.c and 8.1.d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: "The County of DuPage, its officers and employees are named as additional insureds as defined in the Commercial (Comprehensive) General Liability Insurance policy with respect to claims arising from CONSULTANT'S performance under this AGREEMENT."
- 8.6 The CONSULTANT shall require all approved subconsultants, 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 exact same insurance coverage types, and in the same amounts, as required of the CONSULTANT at all times during which such subconsultants, or other persons, are engaged in PROJECT-related work. The CONSULTANT shall hold, and the COUNTY shall retain the right to obtain at any time, documentation of sub-consultants' insurance coverage.

9.0 INDEMNIFICATION.

- 9.1 The CONSULTANT shall indemnify and hold harmless the COUNTY, its officials, officers, and employees from and against all liability, claims, suits, demands, proceedings and actions, including reasonable costs, fees and expense of defense recoverable under applicable law caused by the CONSULTANT'S negligent or willful misconduct, errors or omissions in its performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents 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, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, is the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove CONSULTANT'S duty to indemnify and hold the COUNTY harmless, as set forth above.

- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT'S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to it, or the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S, and subconsultant(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 firms practicing in DuPage County.
- 10.2 The CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' subconsultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT 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 AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.

- 10.4 Acceptance of the work shall not relieve the CONSULTANT 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 misconduct by the CONSULTANT or its subconsultants.

11.0 BREACH OF CONTRACT

- 11.0 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 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 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 the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS.

- 12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, computations and all other deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 7.1., and shall include one (1) electronic copy of all documents in a format to be designated by the COUNTY'S representative.
- 12.2 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 the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
- 12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to COUNTY

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

- 13.1 The CONSULTANT, and subconsultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and subconsultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and subconsultant(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.
- 13.3 The CONSULTANT, 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).
- 13.4 The CONSULTANT, 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 the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT 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.
- 13.5 The CONSULTANT 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 CONSULTANT'S services under this AGREEMENT.
- 13.6 **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/>).

- 13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT.

- 14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.
- 14.2 The CONSULTANT agrees to submit changes for scope of work or compensation in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT.

- 15.0 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 16.0, or
 - (b) November 30, 2028, or to a new date agreed upon by the parties.
 - (c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2028.
- 15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT'S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for works satisfactorily performed prior to termination, or expiration, and delivered in accord with Paragraph 7.1, above.
- 15.3 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 14.1, above.

16.0 TERMINATION

- 16.1 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 CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.
- 16.2 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.
- 16.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT.

- 17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 17.3 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.
- 17.4 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT.

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

19.0 SEVERABILITY.

- 19.1 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.

- 19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW.

- 20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 20.2 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.

21.0 NOTICES.

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

Robinson Engineering, Ltd.
127 North Walnut Street, Suite 200
Itasca, IL 60143
ATTN: Aaron Fundich, PE

DuPage County Department of Public Works
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Nicholas W. Kottmeyer, Superintendent

- 21.2 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.-4:30 p.m. CST or CDT Monday –Friday); (b) served by facsimile transmission during regular business hours (8:00a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile 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 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

22.1 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.

23.0 FORCE MAJEURE.

23.1 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.

24.0 QUALIFICATIONS

24.1 The CONSULTANT 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.

24.2 RESERVED.

24.3 Failure by the CONSULTANT to properly staff the PROJECT 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.


24.4 The CONSULTANT shall require any sub-consultant(s) and contractor(s) utilized for the PROJECT to employ qualified persons to the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT'S sub-consultant(s) and contractor(s) being properly staffed while engaged in the PROJECT.

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

County of DuPage

Robinson Engineering, Ltd.

Deborah A. Conroy, Chair
DuPage County Board



Aaron E. Fundich, PE
Chief Executive Officer

Jean Kaczmarek
DuPage County Clerk



Mark A. Wesolowski, PE
Associate

July 31, 2025

SCHEDULE A – SCOPE OF SERVICES

DuPage County, Illinois

On-Call Professional Engineering Services – Water & Sewer Engineering Services

CONSULTANT may be responsible to perform, but not limited to, the following tasks related to COUNTY'S water and sanitary sewer systems:

- Facilitate and perform inspections/evaluations of various infrastructure facilities
 - Water pumping stations and storage facilities
 - Sanitary sewer lift stations and/or treatment facilities
 - Manholes, valve vaults and other system appurtenances
 - Flow monitoring, sewer televising, valve exercising
- Planning, design engineering, permitting, project specifications, cost estimates and bid assistance for various infrastructure facilities
 - Watermain replacement and lining
 - Sanitary sewer rehabilitation
 - Extensions of new water/sewer facilities
 - Rehabilitation of lift stations, treatment/storage facilities
- Project/construction engineering for various water/sewer projects
 - Construction staking/layout/observation, contract administration, testing
 - Advise on the best means of proceeding when technical issues arise

Contract Not To Exceed: \$95,000.00

July 31, 2025

SCHEDULE B – DELIVERABLES

DuPage County, Illinois

On-Call Professional Engineering Services – Water & Sewer Engineering Services

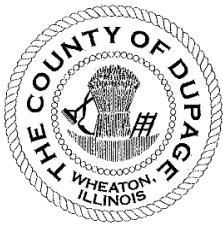
CONSULTANT may be responsible to provide, but not be limited to, the following deliverables related to COUNTY’S water and sanitary sewer systems:

- Evaluation reports
- Non-legal technical review memorandum
- Engineering review memorandum
- Rate studies
- Project planning reports
- Bidding documents
 - Plans
 - Specifications
- Engineer’s opinion of probable construction costs
- Bid tabulations
- Construction contract administration documentation
- Construction observation daily reports
- Meeting agendas and minutes
- Project management status reports
- Construction management status reports
- As-Built drawings of completed improvements

EXHIBIT C

Robinson Engineering, Ltd. Average Hourly Rate Range		
Labor Billing Category	Min Rate	Max Rate
Principal Engineer 1	60.00	90.00
Senior Project Manager 2	57.70	90.00
Senior Project Manager 1	59.33	74.13
Senior Engineer 3	58.84	66.46
Senior Engineer 2	51.99	51.99
Senior Engineer 1	60.61	66.54
Project Engineer 4	49.32	55.59
Project Engineer 3	49.79	54.33
Project Engineer 2	42.07	46.94
Project Engineer 1	30.00	45.43
Project Manager 3	55.09	55.09
Project Manager 1	29.00	29.00
Engineering Technician	26.00	33.96
Chief Land Surveyor	69.18	69.18
Land Surveyor 3	52.10	52.10
Senior Planner	56.36	65.18
Senior Project Scientist	50.50	51.41
Project Developer 1	51.00	61.58
GIS Coordinator	54.55	54.55
GIS Developer	44.10	44.10
GIS Technologist	28.99	28.99
CAD Manager	55.97	55.97
CAD Technologist 1	34.45	34.45
CAD Technologist 2	38.15	45.65
Resident Engineer 3	54.59	54.59
Resident Engineer 2	44.63	46.15
Resident Engineer 1	32.41	38.09
Resident Engineering Representative 3	46.49	50.06
Resident Engineering Representative 2	40.00	47.03
Resident Engineering Representative 1	31.40	40.00
Field Superintendent	60.61	60.61
Assistant Field Supt.	57.92	57.92
Field Crew Member 2	26.95	26.95
Field Crew Member 1	21.32	21.50
Operator 1	22.50	28.90
Operations Manager	39.24	39.24
Operations Coordinator	34.98	34.98
Field Crew Chief	32.09	48.64
IT Coordinator	69.18	69.18
IT Technologist	45.37	45.37
Administrative 2	25.90	33.55
Project Administration	31.38	90.00

Effective April 1, 2025



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Robinson Engineering, Ltd.
CONTACT PERSON:	Susan J. Maslanka
CONTACT EMAIL:	smaslanka@reltd.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☒ Yes

☐ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE
Citizens to Elect Jim Zay	Robinson Engineering, Ltd.	check for sponsorship	\$1,000	01/25/2024
Citizens to Elect Jim Zay	Robinson Engineering, Ltd.	check for sponsorship	\$1,000	01/30/2025

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☒ Yes

☐ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL
Aaron Fundich	708-331-6700	afundich@reltd.com
Steve Zehner	708-331-6700	szehner@reltd.com
Paul Ruscko	708-331-6700	pruscko@reltd.com

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Susan J. Maslanka

Signature: _____



Title: Secretary

Date: 08/22/2025



File #: PW-O-0001-25

Agenda Date: 9/2/2025

Agenda #: 10.A.

AN ORDINANCE APPROVING AN EASEMENT AGREEMENT
BETWEEN THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY
AND COUNTY OF DUPAGE FOR THE TRANSFER OF A PERMANENT,
NON-EXCLUSIVE EASEMENT FOR A SANITARY SEWER
CONNECTOR WITHIN DANADA FOREST PRESERVE
PURSUANT TO THE LOCAL GOVERNMENT PROPERTY TRANSFER ACT

WHEREAS, the DuPage County Forest Preserve District ("District") and the County of DuPage ("County") are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1(c) (hereinafter the "Property Transfer Act"); and

WHEREAS, Section 2 of the Property Transfer Act authorizes transfers of real estate interests between municipalities for any public purpose upon such terms as are agreed to by the corporate authorities of the respective municipalities; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government to contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., provides additional powers to units of local government that work together; and

WHEREAS, the District currently owns certain property, commonly known as the Danada Forest Preserve, located at 3 S 501 Naperville Road, Wheaton, IL 60189, Parcel Identification No. 05-32-400-001 (hereinafter "Danada"); and

WHEREAS, the County seeks to obtain a permanent, non-exclusive easement (hereinafter the "EASEMENT") for the construction of a sanitary sewer connector within the portion of the premises of Danada property legally described in Exhibit A, attached hereto and incorporated herein, and depicted in Exhibit B, attached hereto and incorporated herein; and

WHEREAS, the EASEMENT lies within the corporate limits of the District and County; and

WHEREAS, the DuPage County Board desires, has determined, and hereby declares that it is necessary and convenient, and in the best interests of the County and its residents, to accept, use, occupy, and improve the EASEMENT for public purposes; and

WHEREAS, the County and District have negotiated for the transfer of the EASEMENT to the County according to the terms and conditions of the “Easement Agreement between the Forest Preserve District of DuPage County and the County of DuPage for a Permanent, Non-Exclusive Easement for a Sanitary Sewer Connector within Danada Forest Preserve,” which is attached and incorporated herein by this reference as Exhibit C (hereinafter the “AGREEMENT”).

NOW, THEREFORE, BE IT ORDAINED by the DuPage County Board that the recitals set forth above are incorporated herein and made a part hereof; and

BE IT FURTHER ORDAINED that the COUNTY has determined, and hereby declares, that it is necessary and convenient, and in the best interests of the COUNTY and its residents, to use, occupy, and improve those portions of the EASEMENT legally described in Exhibit A, attached hereto and incorporated herein, and depicted in Exhibit B; and

BE IT FURTHER ORDAINED that the Chair of the DuPage County Board be and is hereby authorized to execute the AGREEMENT, attached hereto as Exhibit C; and

BE IT FURTHER ORDAINED that the Clerk is hereby directed to transmit two duplicate originals of this Ordinance and the AGREEMENT to the DISTRICT, by and through the Department of Stormwater Management.

Enacted and approved this 9th day of September, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

**Prepared by and Return to:
Land Preservation Manager
Forest Preserve District of DuPage County
P.O. Box 5000
Wheaton, IL 60189-5000**

**Property Address:
Vacant Land West of Naperville Road
and North of Fairmeadow Lane
Naperville, Illinois 60563
P.I.N.: 05-32-400-001 (part)**

**EASEMENT AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY AND
COUNTY OF DUPAGE FOR A PERMANENT, NON-EXCLUSIVE EASEMENT FOR A SANITARY SEWER
CONNECTOR WITHIN DANADA FOREST PRESERVE**

THIS EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") is effective upon being signed by all parties and is made and entered into by and between the Forest Preserve District of DuPage County, a body politic and corporate (hereinafter referred to as the "DISTRICT") and the County of DuPage, a body politic and corporate (hereinafter referred to as the "COUNTY"). The DISTRICT and the COUNTY are sometimes referred herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Illinois General Assembly has authorized the COUNTY to operate a system of waterworks and sanitary sewers, and to regulate the use and operation thereof, pursuant to 55 ILCS 5/5-15001, *et seq.*; and

WHEREAS, the DISTRICT owns certain property commonly known as the Danada Forest Preserve (hereinafter "Danada"); and

WHEREAS, the COUNTY has designed a sanitary sewer connector to allow property owners in the Fairmeadow subdivision directly South of Danada to connect their residences to an existing sanitary sewer interceptor within Danada; and

WHEREAS, the COUNTY has requested to use a certain portion of Danada for the construction of a sanitary sewer connector (hereinafter the "PROJECT"); and

WHEREAS, the COUNTY has requested that the DISTRICT grant a permanent easement for the proposed sanitary sewer connector improvement; and

WHEREAS, the DISTRICT and the COUNTY are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1(c), hereinafter referred to as the "Transfer

Easement Agreement X-070-019E – Danada - 1

Act”; and

WHEREAS, Section 2 of the Transfer Act authorizes transfers of real estate, or interests therein, between municipalities for any public purpose upon such terms as are agreed to by the corporate authorities of the respective municipalities; and

WHEREAS, in accordance with Section 2 of the Transfer Act, the COUNTY, pursuant to a duly passed ordinance (PW-O-0001-25), has determined that it is necessary and convenient for the COUNTY to be granted a permanent easement for the proposed sanitary sewer improvements; and

WHEREAS, the DISTRICT has determined by a vote of two thirds of its members that it is reasonable, necessary and in the public interest and welfare to grant the COUNTY a permanent easement subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing preambles and the promises, terms and conditions set forth herein, the Parties agree as follows:

1.0 INCORPORATION OF RECITALS

1.1 The recitals set forth above are incorporated herein and made a part of this Agreement.

2.0 EASEMENT GRANTED

2.1 The DISTRICT hereby grants the COUNTY a non-exclusive, permanent easement for the construction and future operation, maintenance and replacement of a sanitary sewer connector in a certain portion of Danada as legally described in **Exhibit A** attached hereto and incorporated herein, and depicted in the easement exhibit attached hereto and incorporated herein as in **Exhibit B**, (hereinafter “Easement Premises”) on the terms and conditions as provided for in this Agreement.

3.0 SCOPE OF PROJECT

- 3.1 The PROJECT is located within Danada as depicted in Exhibit A. The Parties have agreed that the PROJECT work shall be as depicted and described in the plan drawings, prepared by Taurus Engineering LLC and dated June 25, 2025 (hereinafter referred to as “Final Plan”). The Final Plan shall be deemed incorporated herein by reference but without attaching said document hereto due to its size.
- 3.2 The COUNTY intends to begin construction of the PROJECT no earlier than September 1, 2025, with substantial completion anticipated on or before December 1, 2025.
- 3.3 The Parties agree that the PROJECT work shall be consistent with the terms and conditions of each and every permit and, or, approval issued by any regulatory authority having jurisdiction over the PROJECT.
- 3.4 The COUNTY shall notify the DISTRICT’S designated project representative (Kevin Stough, kstough@dupageforest.org) no less than five business days prior to the first access to the Easement Premises. The COUNTY shall notify the DISTRICT no less than 14 business days prior to any in-river work so that the DISTRICT can perform mussel relocation in advance of the work. The COUNTY shall notify the DISTRICT no less than six weeks prior to any future construction project within the Easement Premises related to the compensatory storage in

accordance with the notice provisions in paragraph 12.0 herein. The COUNTY shall make any independent contractor accessing the Easement Premises aware of the terms and conditions of this Agreement.

- 3.5 The COUNTY shall notify the DISTRICT'S designated project representative within two days after the completion of the restoration of the Easement Premises.

4.0 EASEMENT FEE

- 4.1 The DISTRICT'S Ordinance 96-096 (Rules and Regulations for Easements and Licenses) provides that easement fees are based on 1) an easement fee and 2) the value of the trees within an easement. The fee for the permanent easement is \$3,000.00, which is based on a land value of \$200,000 per acre ($\$200,000 \times 0.015 \text{ acres} = \$3,000.00$). The tree value fee is \$1,176.00 as calculated in the Tree Value Table attached hereto and incorporated herein as **Exhibit C**. The total easement fee is \$4,176.00. The easement fee shall be paid to the DISTRICT prior to the execution of this Agreement by the DISTRICT.

5.0 PERMITS AND APPROVALS

- 5.1 The COUNTY shall complete the design of the PROJECT, including all plan sets, drawings, specifications, and cost estimates. The COUNTY agrees to cooperate with the DISTRICT regarding any significant proposed changes, alterations, or modifications to the Final Plans that materially affect the DISTRICT including, but not limited to, any field adjustments or change orders, by providing reasonable advance notification and opportunity for review and comment.
- 5.2 The COUNTY shall obtain all necessary permits or other approvals required for the sanitary improvements. The COUNTY shall also comply with all applicable federal, state, and local laws, rules, and regulations (including, but not limited to, those relating to safety) whenever it performs any work on the Easement Premises or exercises any rights conferred under this Agreement.
- 5.3 The COUNTY agrees to provide the DISTRICT with as-built record drawings of the PROJECT within 90 days following completion of the PROJECT.

6.0 INSURANCE

- 6.1 The COUNTY is self-insured and does not purchase insurance on a case-by-case basis. Before beginning any PROJECT work and any future work (as referenced in paragraph 9.0) within the Easement Premises, the COUNTY shall require each of its contractors and consultants (including their sub-contractors) to obtain the following minimum insurance coverages, which shall be maintained in force until the COUNTY has furnished the DISTRICT with a letter certifying that all PROJECT work, restoration work, and future work has been completed:
- (a) Workers' Compensation Insurance with limits as required by the applicable statutes of the State of Illinois.
 - (b) Employer's Liability Insurance with limits of not less than \$1,000,000.00 each accident/injury; \$500,000.00 each employee/disease.
 - (c) Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence bodily injury/ property damage combined single limit; \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of Commercial General Liability Insurance shall provide "occurrence" based coverage

and shall include an endorsement naming the DISTRICT as an additional insured. The Commercial General Liability policy shall include, but not be limited to, the following:

- (i) premises/operations coverage;
 - (ii) products/completed operations coverage;
 - (iii) contractual liability coverage (specifically covering the indemnification obligations referred to in paragraph 10);
 - (iv) personal injury coverage (with the employment exclusion deleted);
 - (v) broad form property damage coverage;
 - (vi) explosion, collapse, and underground coverage; and
 - (vii) independent contractor liability coverage.
- (d) Comprehensive Motor Vehicle Liability Insurance with limits of not less than \$2,000,000 each accident bodily injury/property damage combined single limit.
- (e) Umbrella/excess liability insurance shall be in force for a minimum limit of \$1,000,000 per each occurrence bodily injury/property damage combined single limit. The umbrella coverage shall apply in excess above the limits stated in subparagraphs (b) and (c).

The foregoing insurance coverage shall be provided by companies authorized to transact business in the State of Illinois and acceptable to and approved by the Parties. The COUNTY shall provide the DISTRICT with Certificates of Insurance from their contractors and consultants and if requested, copies of the policies or endorsements issued by the insurers. Each certificate and policy shall provide that, upon cancellation or modification of the policy, written notice shall be provided to the DISTRICT. The COUNTY shall not allow any contractor or consultant to commence work on properties owned by the DISTRICT until all the insurance coverage required under this paragraph have been obtained and satisfactory evidence thereof has been furnished in writing to the DISTRICT. Each contract between the COUNTY and a contractor and, or consultant, performing work on the properties owned by the DISTRICT shall provide that the DISTRICT is intended as a third-party beneficiary of the insurance obligation that is required of the contractor, or consultant, under this paragraph. The DISTRICT may require, as part of their pre-bid comments, that any COUNTY-hired vendor performing work on DISTRICT property maintain insurance coverage in reasonably higher amounts based on the nature of the work and, or, that such coverage include specific endorsements. The COUNTY shall maintain during the term of this Agreement, as part of their self-insurance, a policy of Commercial General Liability Insurance providing coverage for bodily injury and property damage claims arising on or from the use of the Permanent Easement Premises.

7.0 CONSTRUCTION ACTIVITY

- 7.1 All construction activities shall be confined to the Easement Premises. No construction personnel or equipment shall be permitted outside the Easement Premises while engaged in construction activities. The COUNTY shall install temporary construction fencing or silt fencing at the boundary of the Permanent Easement Premises prior to starting the work.
- 7.2 The DISTRICT shall not be responsible for or have control over the construction means, methods, techniques, or procedures with respect to the construction of the PROJECT. In no event shall the DISTRICT be responsible for or have any obligation with respect to the safety

- of any person performing work on the Permanent Easement Premises including, but not limited to, the employees of the COUNTY or of any contractor, subcontractor, agent, or consultant.
- 7.3 The COUNTY shall maintain the Easement Premises in accordance with applicable safety rules and regulations.
- 7.4 In the event the COUNTY, its employees or agents, or any contractor or subcontractor engaged to perform work on the Easement Premises causes any damage to trees, shrubs, or other vegetation or landscaping, or any improvements lying outside the boundaries thereof, the COUNTY shall, at its own expense, either replace, restore, and repair the damaged trees, shrubs, other vegetation, landscaping, or any improvements lying outside the boundaries thereof, or shall pay the cost of replacement in the case of trees, shrubs or other vegetation, and in the case of landscaping or improvements, shall pay the cost of restoration and repair. Said costs shall be calculated at current replacement costs as reasonably determined by the DISTRICT for all material, labor, and incidentals necessary for a complete restoration and repair. In addition to paying for the cost of restoration and repair, the COUNTY shall pay the DISTRICT an amount equal to 15 percent of the cost of restoration and repair for administrative and supervision expenses.

8.0 RESTORATION

- 8.1 Following completion of the PROJECT, all areas affected or disturbed within the Easement Premises shall be restored in accordance with the Final Plan. The COUNTY'S restoration of the Easement Premises is subject to DISTRICT inspection and acceptance.
- 8.2 If the COUNTY fails to properly restore the Easement Premises within 30 days of service of the DISTRICT'S written demand for the restoration work, the DISTRICT shall have the right to take such action as it deems necessary to perform the restoration or corrective work, which shall include the authority to (a) perform the work with its own personnel and (b) engage the services of an independent contractor to perform the work. The COUNTY shall reimburse the DISTRICT for costs associated with said DISTRICT restoration or corrective work within 60 days of service of the DISTRICT'S written demand for payment, in accordance with the provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* In addition to paying for the cost of restoration or corrective work, the COUNTY shall pay the DISTRICT an amount equal to 15 percent of the cost of restoration and corrective work for administrative and supervision expenses.

9.0 FUTURE WORK

- 9.1 The COUNTY shall provide written notice to the DISTRICT no less than 60 days prior to access to the Easement Premises for any major work, except for emergency work necessitated by circumstances evidencing a risk of injury or damage to persons or property, in which case the COUNTY shall provide the DISTRICT notice as early as is practicable. The COUNTY shall notify the DISTRICT'S designated project representative no less than five business days prior to access to the Easement Premises for any minor maintenance work.

10.0 INDEMNIFICATION

- 10.1 To the extent permitted by law, the each Party shall defend, save, and hold harmless the

- other, its elected officials, officers, employees and agents from any and all claims, liabilities, causes of action, losses, damages and for all costs and expenses related thereto, including, without limitation, reasonable attorney and expert witness fees that may at any time arise or be claimed by any person or entity as a result of bodily injury, sickness, death or property damage, or as a result of any other claim or suit of any nature whatsoever, allegedly arising out of or in any manner connected with, directly or indirectly, the PROJECT's construction activities, when such bodily injury, sickness, death, property damage or other claim is allegedly caused by a negligent or intentional act or omission on the part of the indemnifying Party or its contractors, subcontractors, engineers, consultants, employees, or agents.
- 10.2 To the extent permitted by law, the COUNTY shall also defend, save, hold harmless and indemnify the DISTRICT from any and all claims, liabilities, causes of action, losses and damages that may arise or be claimed by any person or entity for bodily injury, sickness, death or property damage, or for any other claim or suit of any nature whatsoever, arising from or in any manner connected with, directly or indirectly, any defect in the proposed sanitary sewer and swale caused by defective materials, workmanship or construction methods, except to the extent that the COUNTY shall not be required to indemnify for claims or suits arising from and attributable to the negligent or intentional acts or omissions of the DISTRICT, its elected officials, contractors, subcontractors, engineers, consultants, employees, or agents.
- 10.3 The obligation on the part of each Party to defend, hold harmless and indemnify the other relative to the activities contemplated within this Agreement is perpetual. Nothing contained herein shall be construed as prohibiting the COUNTY, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them and/or the DISTRICT. The COUNTY does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.
- 10.4 The COUNTY shall require each contractor who performs any work on the Easement Premises to defend, hold harmless and indemnify the DISTRICT to the same extent as required of the COUNTY under paragraph 10.0.
- 10.5 The COUNTY shall promptly pay all costs and expenses relating to any and all work within the Easement Premises for the construction and maintenance of the PROJECT and shall not allow any liens on DISTRICT property as a result of the work, except to the extent that the COUNTY shall not be required to pay costs and expenses arising from damages occasioned by the negligent or intentional acts or omissions of the DISTRICT, its elected officials, contractors, subcontractors, engineers, consultants, employees, or agents. To the extent permitted by law, the COUNTY shall defend, indemnify, and hold the DISTRICT harmless from any and all liens, costs and expenses arising from any such work related to the PROJECT performed under this Agreement.
- 11.0 BREACH OF AGREEMENT**
- 11.1 If a Party reasonably believes that a breach of this Agreement has occurred or is occurring, the Party shall serve written notice thereof upon the Party committing or permitting such breach to occur, specifying in detail the breach and the facts supporting such claim. The Party alleged to have committed the breach shall have 30 days within which to cure the

violation. If either Party in violation fails to cure the breach within the 30-day period, the non-breaching Party may pursue monetary damages or specific performance provided that the 30-day cure period shall be extended for a reasonable time if the Party in breach has undertaken to cure the breach within the 30-day period and continues to diligently and in good faith to complete the corrective action.

11.2 Action by any Party to enforce this Agreement shall be without prejudice to the exercise of any other rights provided herein or by law or in equity to remedy a breach of this Agreement, subject to the terms of the preceding Paragraph 11.1.

11.3 A waiver by a Party of any breach of one or more of the terms of this Agreement on the part of the other Party shall not constitute a waiver of any subsequent or other breach of the same or other term, nor shall the failure on the part of a Party to require exact, full and complete compliance with any of the terms contained herein be construed as changing the terms of this Agreement or estopping a Party from enforcing full compliance with the provisions set forth herein. No delay, failure, or omission of a Party to exercise any right, power, privilege or option arising from a breach shall impair any right, privilege or option, or be construed as a waiver or acquiescence in such breach or as a relinquishment of any right. No option, right, power, remedy or privilege of the Parties shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, power, privileges, and remedies given the Parties under this Agreement and by law shall be cumulative.

12.0 NOTICES

12.1 All notices required to be given under the terms of this Agreement shall be in writing and served by certified or registered mail, return receipt requested, properly addressed with the postage prepaid and deposited in the United States mail. Notices served upon the DISTRICT shall be directed to the Executive Director, Forest Preserve District of DuPage County, P.O. Box 5000, Wheaton, IL 60189-5000. Notices served upon COUNTY shall be directed to the Director, DuPage County Department of Stormwater Management, County of DuPage, 421 N. County Farm Road, Wheaton, Illinois 60187. Any Party may designate a new location for service of notices by serving notice of the change in accordance with the requirements of this paragraph.

13.0 MISCELLANEOUS TERMS

13.1 All rights, title and privileges herein granted, including all benefits and burdens, shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns.

13.2 The DISTRICT hereby reserves the right to use, or permit to be used, the Easement Premises in any manner that will not prevent or materially interfere with the exercise by the COUNTY of the rights granted herein.

13.3 If any Party initiates any legal proceeding or action, whether at law or in equity, to enforce any provision of this Agreement, the prevailing Party (as determined by the court) shall be entitled to recover its reasonable costs and expenses incurred in connection with said proceeding or action, including, but not limited to, reasonable expert witness and attorney fees.

13.4 The DISTRICT shall be responsible for recording this Agreement, at its expense, in the Office of the Recorder of Deeds, DuPage County, and for providing the COUNTY with a recorded

- copy.
- 13.5 The provisions set forth herein represent the entire agreement between the Parties and supersede any previous oral or written agreements, as it is the intent of the Parties to provide for a complete integration within the terms of this Agreement. No provision may be modified in any respect unless such modification is in writing, duly approved and signed by all Parties.
- 13.6 This Agreement shall be construed in accordance with the laws of the State of Illinois. The jurisdiction and venue for resolving any disputes concerning the Parties respective performance, or failure to perform, under this Agreement, shall be in the 18th Judicial Circuit Court, DuPage County, Illinois.
- 13.7 This Agreement shall be executed in duplicate, and each Party shall retain a fully executed original, all of which shall be deemed to be one Agreement.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates stated below.

**FOREST PRESERVE DISTRICT OF
DUPAGE COUNTY**

COUNTY OF DUPAGE

BY: _____
Daniel Hebreard, President

BY: _____
Deborah A. Conroy, Chair,
DuPage County Board

ATTEST: _____
Judith Malahy, Secretary

ATTEST: _____
Jean Kaczmarek, County Clerk

Date signed: _____

Date signed: _____

LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

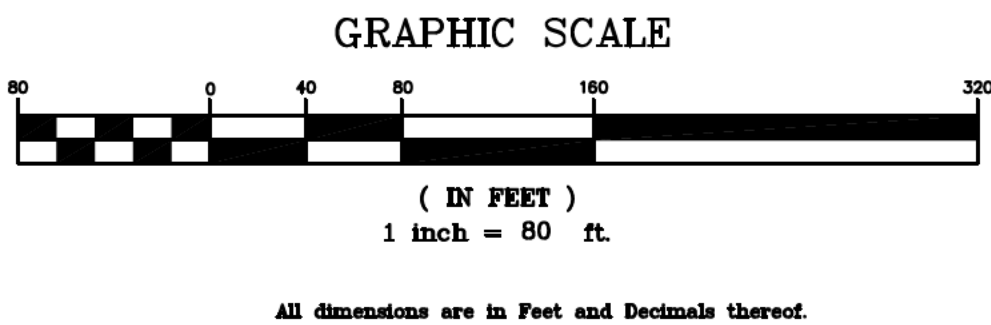
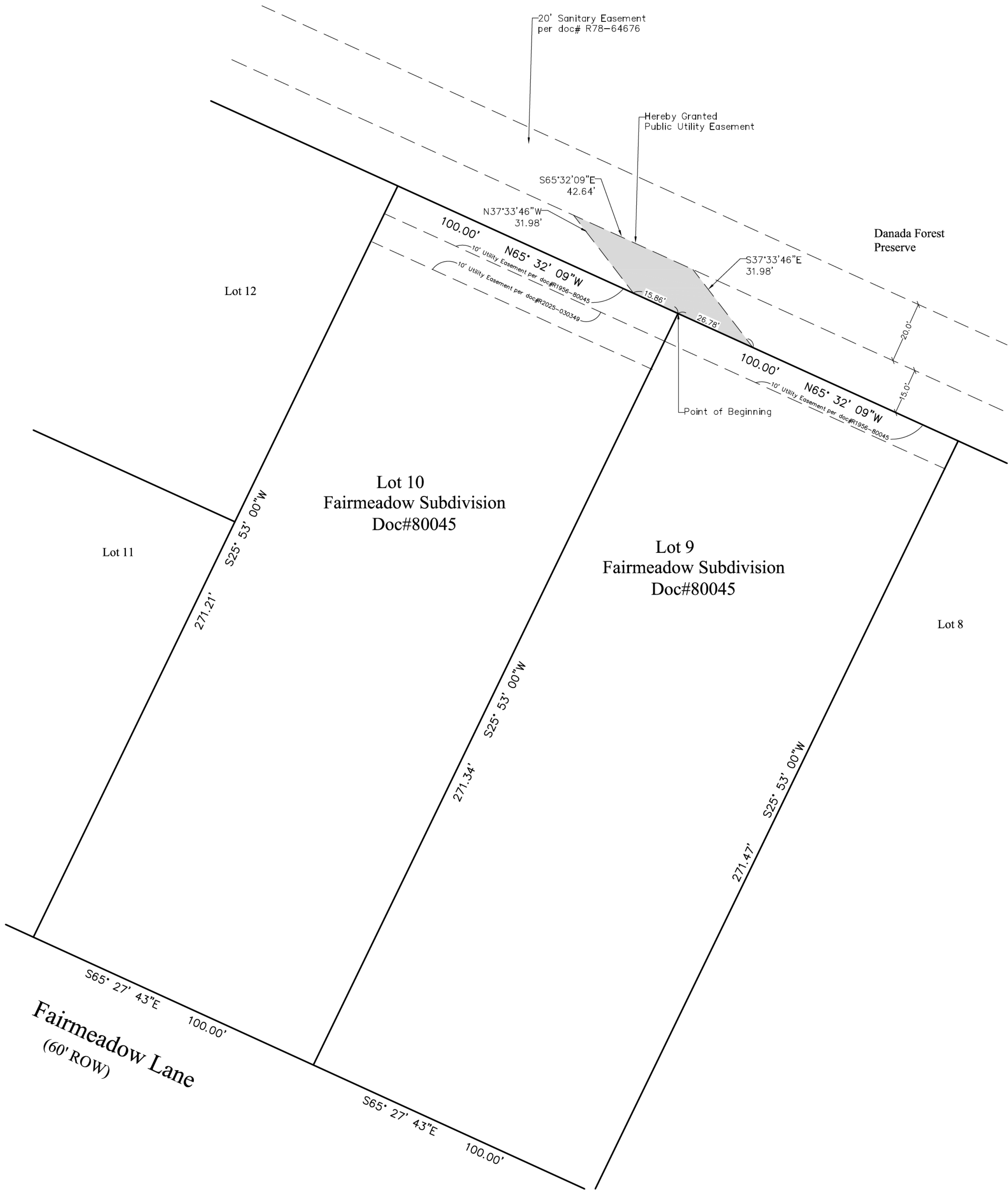
COMMENCING AT THE NORTHEAST CORNER OF LOT 10 IN FAIRMEADOW SUBDIVISION RECORDED MAY 16, 1956 AS DOCUMENT 80045, THENCE NORTH 65 DEGREES 32 MINUTES 09 SECOND WEST ALONG THE NORTHERLY LINE OF SAID LOT 10, 25.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 24 DEGREES 27 MINUTES 51 SECONDS EAST, 15.00 FEET; THENCE NORTH 65 DEGREES 32 MINUTES 09 SECONDS WEST, 20.00 FEET; THENCE SOUTH 24 DEGREES 27 MINUTES 51 SECONDS WEST, 15.00 TO THE NORTHERLY LINE OF SAID LOT 10; THENCE SOUTH 65 DEGREES 32 MINUTES 09 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 10, 20.00 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-32-400-001 (PART)

Easement Exhibit

That part of the Southeast Quarter of Section 32, Township 39 North, Range 10 East of the Third Principal Meridian described as follows:

Beginning at the Northeast Corner of Lot 10 in Fairmeadow Subdivision recorded May 16, 1956 as document 80045, thence North 65 degrees 32 minutes 09 Second West along the northerly line of said Lot 10, 15.86 feet; thence North 37 degrees 33 minutes 46 seconds East, 31.98 feet to a point on an easement line granted per document R78-64676; thence South 65 degrees 32 minutes 09 seconds East, along aforesaid easement line 42.64 feet; thence South 37 degrees 33 minutes 46 seconds East, 31.98 feet to the North line of Lot 9 in the aforesaid Fairmeadow Subdivision; thence North 65 degrees 32 minutes 09 Second West along the northerly line of said Lot 9, 26.78 feet to the Point of Beginning, all in DuPage County, Illinois.



STATE OF ILLINOIS)
COUNTY OF DUPAGE)

I, Raymond G. Ulreich, Illinois Registered Land Surveyor No. 2674 do hereby certify that I have surveyed the above described tract of land and prepared this plat based on said survey and existing maps, plats and records and that the hereon drawn plat is a true and correct representation thereof.

Dated this 22nd day of July, 2025.

Raymond G. Ulreich

Illinois Professional Land Surveyor No. 2674
License Expires 11-30-2026



Expires 11-30-2026

Easement Agree. - DuPage County - Danada
FOREST PRESERVE DISTRICT DUPAGE COUNTY - TREE VALUE TABLE

CALIPER	Class I & II	NO.	TOTAL	Class III & IV	NO.	TOTAL	CALIPER	Class I & II	NO.	TOTAL	Class III & IV	NO.	TOTAL
1"	\$397.00	0	\$0.00	\$397.00	0	\$0.00	26"	\$12,036.00	0	\$0.00	\$18,583.00	0	\$0.00
2"	\$460.00	0	\$0.00	\$460.50	0	\$0.00	27"	\$12,979.00	0	\$0.00	\$20,040.00	0	\$0.00
3"	\$508.00	0	\$0.00	\$508.00	0	\$0.00	28"	\$13,958.00	0	\$0.00	\$21,549.00	0	\$0.00
4"	\$532.00	0	\$0.00	\$532.00	0	\$0.00	29"	\$14,973.00	0	\$0.00	\$23,118.00	0	\$0.00
5"	\$588.00	0	\$0.00	\$588.00	2	\$1,176.00	30"	\$37,971.00	0	\$0.00	\$43,105.00	0	\$0.00
6"	\$642.00	0	\$0.00	\$991.00	0	\$0.00	31"	\$40,557.00	0	\$0.00	\$46,041.00	0	\$0.00
7"	\$873.00	0	\$0.00	\$1,348.00	0	\$0.00	32"	\$43,218.00	0	\$0.00	\$49,062.00	0	\$0.00
8"	\$1,139.00	0	\$0.00	\$1,758.00	0	\$0.00	33"	\$45,959.00	0	\$0.00	\$52,175.00	0	\$0.00
9"	\$1,442.00	0	\$0.00	\$2,227.00	0	\$0.00	34"	\$48,787.00	0	\$0.00	\$55,385.00	0	\$0.00
10"	\$1,780.00	0	\$0.00	\$2,749.00	0	\$0.00	35"	\$51,696.00	0	\$0.00	\$58,686.00	0	\$0.00
11"	\$2,155.00	0	\$0.00	\$3,327.00	0	\$0.00	36"	\$54,695.00	0	\$0.00	\$62,092.00	0	\$0.00
12"	\$2,563.00	0	\$0.00	\$3,957.00	0	\$0.00	37"	\$57,776.00	0	\$0.00	\$65,589.00	0	\$0.00
13"	\$3,010.00	0	\$0.00	\$4,647.00	0	\$0.00	38"	\$60,937.00	0	\$0.00	\$69,178.00	0	\$0.00
14"	\$3,490.00	0	\$0.00	\$5,389.00	0	\$0.00	39"	\$64,189.00	0	\$0.00	\$72,870.00	0	\$0.00
15"	\$4,005.00	0	\$0.00	\$6,184.00	0	\$0.00	40"	\$67,523.00	0	\$0.00	\$76,654.00	0	\$0.00
16"	\$4,559.00	0	\$0.00	\$7,038.00	0	\$0.00	41"	\$70,941.00	0	\$0.00	\$80,534.00	0	\$0.00
17"	\$5,146.00	0	\$0.00	\$7,945.00	0	\$0.00	42"	\$74,444.00	0	\$0.00	\$84,511.00	0	\$0.00
18"	\$5,767.00	0	\$0.00	\$8,905.00	0	\$0.00	43"	\$78,031.00	0	\$0.00	\$88,583.00	0	\$0.00
19"	\$6,428.00	0	\$0.00	\$9,924.00	0	\$0.00	44"	\$81,702.00	0	\$0.00	\$92,751.00	0	\$0.00
20"	\$7,122.00	0	\$0.00	\$10,995.00	0	\$0.00	45"	\$85,458.00	0	\$0.00	\$97,015.00	0	\$0.00
21"	\$7,852.00	0	\$0.00	\$12,123.00	0	\$0.00	46"	\$89,299.00	0	\$0.00	\$101,374.00	0	\$0.00
22"	\$8,618.00	0	\$0.00	\$13,306.00	0	\$0.00	47"	\$93,223.00	0	\$0.00	\$105,830.00	0	\$0.00
23"	\$9,419.00	0	\$0.00	\$14,542.00	0	\$0.00	48"	\$97,232.00	0	\$0.00	\$110,381.00	0	\$0.00
24"	\$10,256.00	0	\$0.00	\$15,834.00	0	\$0.00	49"	\$101,326.00	0	\$0.00	\$115,028.00	0	\$0.00
25"	\$11,127.00	0	\$0.00	\$17,179.00	0	\$0.00	50"	\$105,504.00	0	\$0.00	\$119,771.00	0	\$0.00
Total			\$0.00			\$1,176.00				\$0.00			\$0.00
Grand Total													\$1,176.00



File #: PW-O-0002-25

Agenda Date: 9/2/2025

Agenda #: 10.B.

APPROVING THE FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF DUPAGE, ILLINOIS AND THE ITASCA PARK DISTRICT, AND DECLARING THE
TRANSFER OF REAL PROPERTY
FROM THE ITASCA PARK DISTRICT TO THE COUNTY OF DUPAGE TO BE NECESSARY,
CONVENIENT, AND IN THE BEST INTERESTS OF
THE COUNTY OF DUPAGE

WHEREAS, the County of DuPage (hereinafter referred to as "COUNTY") and the Itasca Park District (hereinafter referred to as "DISTRICT") each currently own and possess several parcels of real property within their respective bounds; and

WHEREAS, the COUNTY and DISTRICT previously entered into an "Intergovernmental Agreement between the County of DuPage and the Itasca Park District Granting a Permanent, Non-Exclusive Easement to the Itasca Park District for the Rohlwing Road Multi-Use Path Project," dated June 18, 2024 (hereinafter referred to as the "AGREEMENT"), wherein the COUNTY granted to the DISTRICT a perpetual, non-exclusive Easement (hereinafter "EASEMENT") for purposes of building a multi-use path as part of the DISTRICT's Rohlwing Road Multi-Use Path Project (hereinafter referred to as the "PROJECT"), and said EASEMENT was thereafter recorded as Document No. R2024-032121; and

WHEREAS, since the execution of the aforementioned AGREEMENT (COUNTY Resolution PW-R-0004-24]), the DISTRICT has completed construction of its PROJECT upon an area(s) of the COUNTY's property, known as the Nordic Wastewater Treatment Plant, located at 649 Rohlwing Road, Itasca, Illinois 60143, Parcel Identification Number 03-18-100-002, located outside of the EASEMENT Premises; and

WHEREAS, the AGREEMENT and EASEMENT must now be amended to accurately encompass the final location of the DISTRICT's completed PROJECT; and

WHEREAS, the attached First Amendment to the AGREEMENT (hereinafter referred to as the "FIRST AMENDMENT") establishes Amended Easement Premises which accurately encompass the final location of the DISTRICT's PROJECT; and

WHEREAS, the attached FIRST AMENDMENT and the Amended Easement Premises are agreeable to both the COUNTY and DISTRICT; and

WHEREAS, the DISTRICT is empowered to transfer real property to the COUNTY pursuant to the authority conferred by the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.* (hereinafter "TRANSFER ACT"); and

WHEREAS the COUNTY is empowered to transfer real property to the DISTRICT pursuant to the authority conferred by the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.* (hereinafter “TRANSFER ACT”); and

WHEREAS, the COUNTY and the DISTRICT are municipalities as defined in Section 1 (c) of the TRANSFER ACT; and

WHEREAS, Section 2 of the TRANSFER ACT authorizes the conveyance of real property from one municipality to another municipality upon two-thirds vote of the corporate authorities of the transferor municipality; and

WHEREAS, as a condition precedent to a conveyance under Section 2 of the TRANSFER ACT, the transferee, the COUNTY, must first declare by ordinance “that it is necessary or convenient for it to use, occupy or improve” the real estate held by the transferor municipality; and

WHEREAS, the DISTRICT has passed an Ordinance #259 declaring that that “...it is necessary and convenient, and in the best interests of the District and its residents, to use, occupy, and improve the Amended Easement Premises...” proposed to be granted by the COUNTY in the FIRST AMENDMENT to the AGREEMENT.

NOW, THEREFORE, BE IT ORDAINED by the DuPage County Board that the recitals set forth above are incorporated herein and made a part hereof; and

BE IT FURTHER ORDAINED that the Chair of the DuPage County Board be and is hereby authorized to execute the FIRST AMENDMENT to the AGREEMENT, attached hereto as Exhibit A; and

BE IT FURTHER ORDAINED that the COUNTY has determined, and hereby declares, that it is necessary and convenient, and in the best interests of the COUNTY and its residents, to recoup, use, occupy, and improve those portions of the EASEMENT recorded as Document No. R2024-032121, but which are not included in the Amended Easement Premises contemplated by the FIRST AMENDMENT to the AGREEMENT; and

BE IT FURTHER ORDAINED that the Clerk is hereby directed to transmit two duplicate originals of this Ordinance to the DISTRICT, by and through the Department(s) of Public Works and, or, the Stormwater Department.

Enacted and approved this 9th day of September, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE
COUNTY OF DUPAGE, ILLINOIS AND THE ITASCA PARK DISTRICT GRANTING A
PERMANENT NON-EXCLUSIVE EASEMENT FOR THE ROHLWING ROAD MULTI-USE
PATH PROJECT

This FIRST AMENDMENT to the Intergovernmental Agreement, between the County of DuPage and the Itasca Park District, (hereinafter referred to as “FIRST AMENDMENT”), concerning the Permanent, Non-Exclusive Easement granted to the Itasca Park District for the Rohlwing Road Multi-Use Path Project, is entered into this 9th day of September, 2025, between the County of DuPage (hereinafter referred to as the “COUNTY”), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and the Itasca Park District (hereinafter referred to as the “DISTRICT”), a body politic and corporate, with offices at 350 Irving Park Rd, Itasca, IL 60143. The COUNTY and the DISTRICT are hereinafter sometimes individually referred to as a “PARTY” or together as the “PARTIES”.

RECITALS

WHEREAS, the COUNTY and DISTRICT entered into an Intergovernmental Agreement, dated June 18, 2024, (hereinafter referred to as “AGREEMENT”), to grant the DISTRICT a Perpetual, Non-exclusive Easement (hereinafter “EASEMENT”) for purposes of building a multi-use path as part of the DISTRICT’s Rohlwing Road Multi-Use Path Project (hereinafter referred to as the “PROJECT”); and

WHEREAS, the aforementioned EASEMENT was thereafter recorded by the DuPage County Recorder’s Office as Document No. R2024-032121; and

WHEREAS, since the execution of the aforementioned AGREEMENT (COUNTY Resolution PW-R-0004-24) the DISTRICT has completed construction of its Multi-Use Path over and upon an area(s) of the COUNTY’s property, known as the Nordic Wastewater Treatment Plant located at 649 Rohlwing Road, Itasca, Illinois 60143, Parcel Identification Number 03-18-100-002, outside the EASEMENT Premises; and

WHEREAS, the AGREEMENT and EASEMENT must now be amended to accurately encompass the final location of the completed Multi-Use path, legally described in Amended Exhibit A, attached hereto and incorporated herein, and depicted in Amended Exhibit B, attached hereto and incorporated herein (hereinafter collectively referred to as the “Amended Easement Premises”); and

WHEREAS, the Amended Easement Premises are agreeable to both the COUNTY and DISTRICT; and

WHEREAS, the COUNTY has determined, and hereby declares, that it is necessary and convenient, and in the best interests of the COUNTY and its residents, to recoup, use, occupy, and improve those portions of the EASEMENT recorded as Document No. R2024-032121, but which are not included in the Amended Easement Premises, for public purposes; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, the PARTIES agree the AGREEMENT is amended as follows:

1. Exhibit A and Exhibit B to the AGREEMENT is hereby replaced with the attached Amended Exhibit A and Amended Exhibit B, respectively.

All other terms and conditions of the AGREEMENT not modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have caused this FIRST AMENDMENT to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers as of the date first above written.

COUNTY OF DU PAGE

ITASCA PARK DISTRICT

Deborah A. Conroy, Chair
DuPage County Board

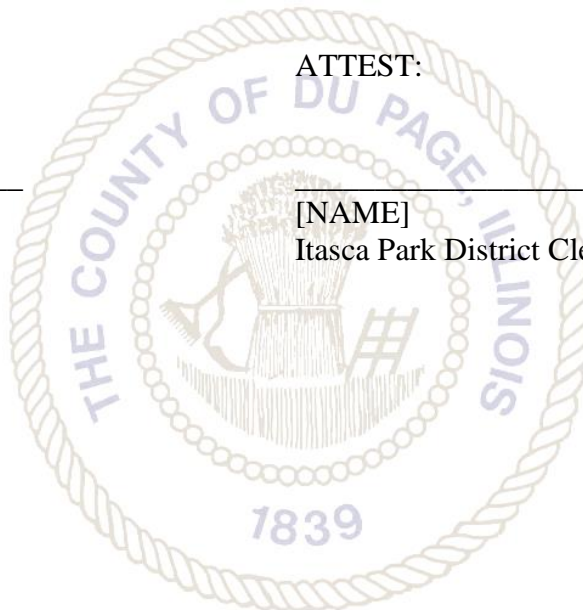
Maryfran Leno
Itasca Park District

ATTEST:

ATTEST:

Jean Kaczmarek
County Clerk

[NAME]
Itasca Park District Clerk



LEGAL DESCRIPTION:

PART OF LOT 1 IN SMEJA'S ASSESSMENT PLAT, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THERE OF RECORDED ON APRIL 1, 1958 AS DOCUMENT NO. 875274 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 01 DEGREES 50 MINUTES 38 SECOND WEST ALONG THE WEST LINE THEREOF, 140.90 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREE 50 MINUTES 38 SECONDS WEST ALONG SAID WEST LINE, 16.46 FEET; THENCE SOUTH 39 DEGREES 14 MINUTES 56 SECONDS EAST, 46.44 FEET; THENCE SOUTH 59 DEGREES 21 MINUTES 54 SECONDS EAST, 3.18 FEET; THENCE SOUTH 80 DEGREES 16 MINUTES 49 SECONDS EAST, 9.52 FEET; THENCE SOUTH 53 DEGREES 19 MINUTES 44 SECONDS EAST, 7.43 FEET; THENCE SOUTH 25 DEGREES 13 MINUTES 36 SECONDS EAST, 23.77 FEET; THENCE SOUTH 44 DEGREES 21 MINUTES 00 SECONDS EAST, 19.39 FEET; THENCE SOUTH 07 DEGREES 43 MINUTES 35 SECONDS EAST, 11.63 FEET; THENCE SOUTH 21 DEGREES 57 MINUTES 02 SECONDS EAST, 4.22 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 1; THENCE SOUTH 47 DEGREES 46 MINUTES 22 SECONDS WEST ALONG THE SAID SOUTHEASTERLY LINE, 10.66 FEET; THENCE NORTH 21 DEGREES 57 MINUTES 02 SECONDS WEST, 9.17 FEET; THENCE NORTH 07 DEGREES 43 MINUTES 35 SECONDS WEST, 9.56 FEET; THENCE NORTH 44 DEGREES 21 MINUTES 00 SECONDS WEST, 17.77 FEET; THENCE NORTH 25 DEGREES 13 MINUTES 36 SECONDS WEST, 22.95 FEET; THENCE NORTH 53 DEGREES 19 MINUTES 44 SECONDS WEST, 2.53 FEET; THENCE NORTH 80 DEGREES 16 MINUTES 49 SECONDS WEST, 8.97 FEET; THENCE NORTH 59 DEGREES 21 MINUTES 54 SECONDS WEST, 6.80 FEET; THENCE NORTH 39 DEGREES 14 MINUTES 56 SECONDS WEST, 35.14 FEET TO THE PLACE OF BEGINNING IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 03-18-100-002 (PART)

AMENDED PLAT OF EASEMENT

PART OF THE SOUTH HALF OF FRACTIONAL SECTION 7, TOWNSHIP 40 NORTH, RANGE
11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

CITY RESOLUTION _____

PASSED ON _____

OWNERS CERTIFICATE

State of Illinois)
County of _____)SS
This is to certify that the undersigned, _____ is/are the
legal owner(s) of the land described on the plat hereon drawn and as shown hereon
that he (they) has (have) caused said land to be platted as shown hereon, for the
purpose of having this plat recorded and easement rights conveyed as provided by
law. In witness where I (we) have hereunder set my (our) hand (s) of
Seal (s) this _____ day of _____, A.D., 20____.
_____. (Seal)
_____. (Seal)

NOTARY CERTIFICATE:

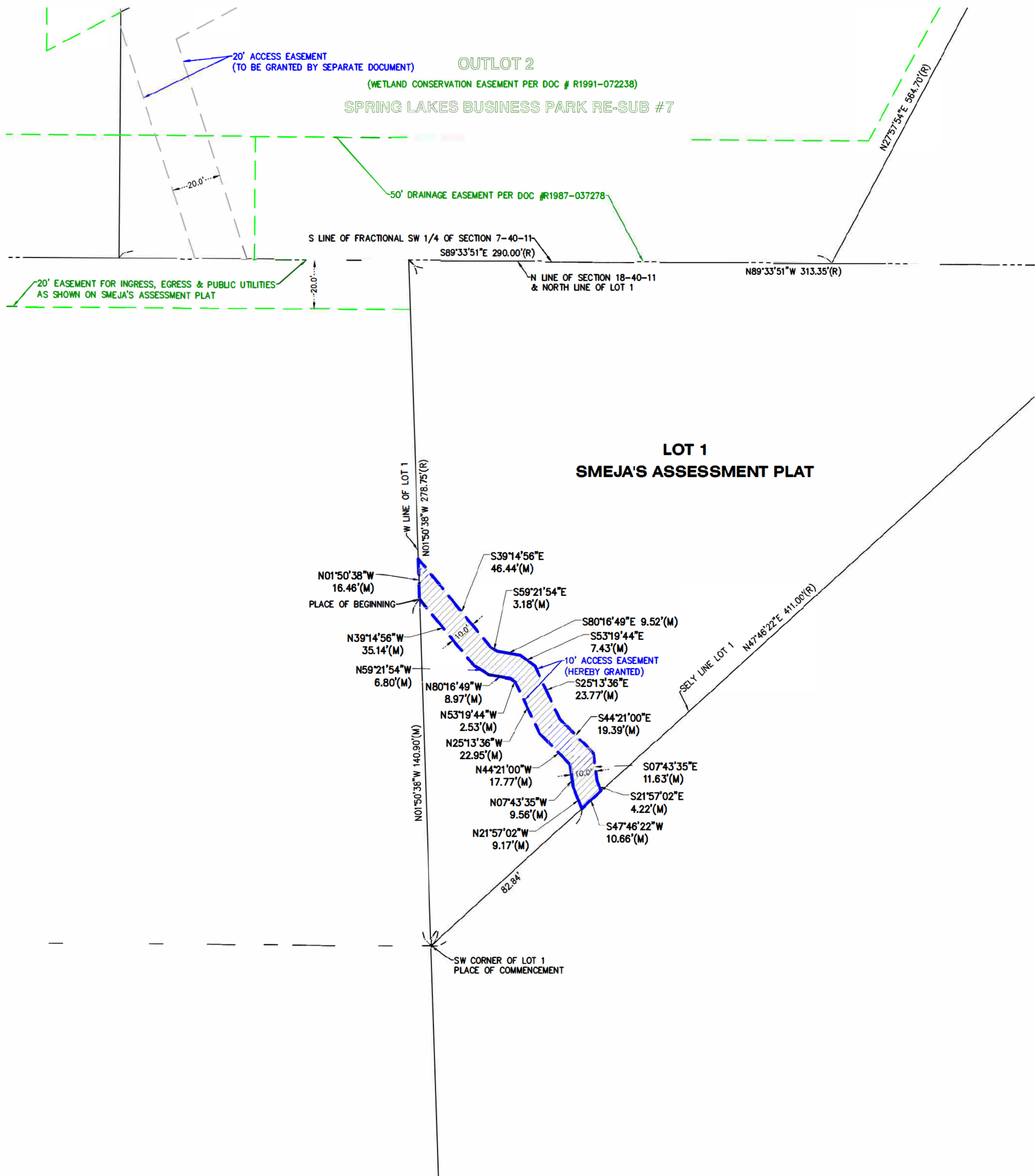
State of Illinois)
County of _____)SS
I, the undersigned, a Notary Public in and for the county and state aforesaid, do
hereby certify
that _____ of _____
personally known to me to be the same person or persons whose name or names
are subscribed to the foregoing instrument as, _____
respectively appeared before me this day in person and acknowledged that they signed
and delivered the said instrument as their own free and voluntary act for the uses
and purposes set forth. Given under my hand and notarial seal, this
_____ day of _____, A.D., 20____.
_____. (Seal)
Notary Public

PARK DISTRICT CERTIFICATE

State of Illinois)
County of _____)SS
Approved and accepted by the Itasca Park District, DuPage County, Illinois.
this ____ day of _____, A.D., 2025.

Park District Board President

Park District Board Secretary



LEGAL DESCRIPTION OF EASEMENT:

Part of Lot 1 in Smeja's Assessment Plat, being a Subdivision of part of the Northwest Quarter of Section 18, Township 40 North, Range 11 East of the Third Principal Meridian, according to the Plat there of recorded on April 1, 1958 as Document No. 875274 described as follows: Commencing at the Southwest corner of said Lot 1; thence North 01 degrees 50 minutes 38 seconds West along the West line thereof, 140.90 feet to the Place of Beginning; thence continuing North 01 degree 50 minutes 38 seconds West along said West line, 16.48 feet; thence South 39 degrees 14 minutes 56 seconds East, 46.44 feet; thence South 59 degrees 21 minutes 54 seconds East, 3.18 feet; thence South 80 degrees 16 minutes 49 seconds East, 9.52 feet; thence South 53 degrees 19 minutes 44 seconds East, 7.43 feet; thence South 25 degrees 13 minutes 36 seconds East, 23.77 feet; thence South 44 degrees 21 minutes 00 seconds East, 19.39 feet; thence South 07 degrees 43 minutes 35 seconds East, 11.63 feet; thence South 21 degrees 57 minutes 02 seconds East, 4.22 feet to the Southeastery line of said Lot 1; thence South 47 degrees 46 minutes 22 seconds West along the said Southeastery line, 10.66 feet; thence North 21 degrees 57 minutes 02 seconds West, 9.17 feet; thence North 07 degrees 43 minutes 35 seconds West, 9.56 feet; thence North 44 degrees 21 minutes 00 seconds West, 17.77 feet; thence North 25 degrees 13 minutes 36 seconds West, 22.95 feet; thence North 53 degrees 19 minutes 44 seconds West, 2.53 feet; thence North 80 degrees 16 minutes 49 seconds West, 8.97 feet; thence North 59 degrees 21 minutes 54 seconds West, 6.80 feet; thence North 39 degrees 14 minutes 56 seconds West, 35.14 feet to the Place of Beginning in Dupage County, Illinois.

EASEMENT PROVISIONS

A perpetual and non-exclusive easement is hereby granted to the Itasca Park District, its successors and assigns (hereinafter "District") for the construction, extension, use, operation, inspection, repair, maintenance, and replacement of a multi-use pathway upon, along, across and over the areas described herein and hereon identified as "District's Easement" for the use and enjoyment of the general public, along with the right to enter upon the District's Easement with such personnel and equipment as may be deemed necessary for all such uses and purposes. The District shall be solely responsible for the initial construction or extension of the multi-use paved pathway and all costs associated therewith, which construction shall occur pursuant to plans approved by the District. The District shall maintain the landscape within the District's Easement. The District shall be solely responsible for the operation, inspection, repair, maintenance, extension and replacement of the multi-use paved pathway located in the District's Easement. The District shall indemnify, hold harmless and defend the County, its successors and assigns, including the County's officials, officers, employees, and agents, 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 the use, operation, inspection, repair, maintenance and replacement of the multi-use paved pathway constructed within the District's Easement. Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The District shall likewise be liable for the cost, fees and expenses incurred in the County's or the District's defense of any such claims, actions, or suits.

The County retains the right to use the Easement in such manner as is necessary and appropriate, specifically including for the purposes of public and private utility installations. This Easement and its terms are granted and agreed to in compliance with the Intergovernmental Cooperation Act and the Local Government Property Transfer Act. This Easement shall be null and void should the District fail to complete construction of the Multi-Use Path herein contemplated within three (3) years of the date of the grant of this Easement.

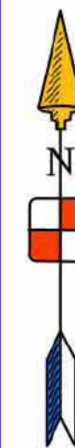


06/12/25 (PJD) REVISED EASEMENT
05/28/24 (PJD) REVISED PER CLIENTS REVIEW
05/23/24 (PJD) REVISED PER CLIENTS REVIEW

STATE OF ILLINOIS)
COUNTY OF McHENRY) S.S.

In my professional opinion, and based on my observations, I hereby certify that we have surveyed the premises above described, and that the plat hereon is a true representation of the said survey. This professional service conforms to the current Illinois minimum standards for a boundary survey.

THIS PLAT PRESENTED FOR RECORDING:



CLIENT: ITASCA PARK DISTRICT
DRAWN BY: PJD CHECKED BY: TVA
SCALE: 1"=30' SEC. 18 T. 40 R. 11 E.
BASIS OF BEARING: IL EAST ZONE NAD83 (2011)
P.I.N.: 03-18-100-002
JOB NO.: 240161-C I.D. PEA
FIELDWORK COMP.: N/A BK. PG.
ALL DISTANCES SHOWN IN FEET AND DECIMAL REF.
PARTS THEREOF CORRECTED TO 68 F.

= ACCESS EASEMENT HEREBY GRANTED



Informational

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-2113

Agenda Date: 9/2/2025

Agenda #: 11.A.



**DUPAGE
COUNTY**

FACILITIES MANAGEMENT

630-407-5700
Fax: 630-407-5701

www.dupageco.org/facilities

MEMORANDUM

Date: August 28, 2025

To: Members of the Public Works Committee
Members of the Transportation Committee
Members of the Health and Human Services Committee

From: Nick Kottmeyer, Chief Administrative Officer

RE: Natural Gas Bid – Constellation New Energy – Gas Division, LLC.

On Wednesday, August 27th, 2025, we opened the County's latest natural gas supply bid. 5 (five) bids were received and staff from Facilities Management, Public Works, Department of Transportation, and Procurement, with consultation from the State's Attorney Office, reviewed the bids with respect to both bid numbers and content of their utility contract. The bid included fixed pricing for 12, 24, 36 and 48-month periods of time. Within this interval pricing, options were presented allowing for fixed yearly unit pricing over the selected term of the agreement. The bid amount includes only the natural gas supply and the separate accounts for Facilities Management, Public Works, Division of Transportation, and Care Center.

All parties agreed, after a thorough review, on Thursday, August 28th, 2025, that the lowest responsive, responsible bidder for Bid #25-101-FM presented an acceptable and beneficial bid for DuPage County. The bidder, Constellation New Energy – Gas Division, LLC., was determined to meet all contractual documentation requirements. Staff has decided that the most cost-effective and prudent course of action was to lock in fixed pricing for each of the next two 12-month periods (24 months total). The natural gas bid resulted in an average increase of 12.6% over the two-year contract term, however, this was anticipated given the escalation of the natural gas pricing since entering the previous fixed price contract in 2021. Our current contract pricing was locked in at a favorable rate to the County and represents one of the lowest market pricing that The County has experienced. The current draft of the budget already incorporates this increase. This fixed pricing strategy will provide the County with budget stability and predictability through 2027 with respect to our natural gas supply expenses.

The results of the bid were as follows:

Constellation New Energy – Gas Division, LLC.: \$1,699,700 (2-year fixed pricing total for FM, PW, DOT, Care Center)

This new contract represents an average increase of 12.6% or a cumulative increase of approximately \$190,000 over a two-year contract term.

Per the previously adopted County Board resolution concerning energy contracts, this contract has now been ratified and approved by the Chairman's designee, and this memo is being offered for informational purposes only.



Stormwater Requisition \$30,000 and Over

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: SM-P-0020-25

Agenda Date: 9/2/2025

Agenda #: 11.B.

APPROVAL OF A CONTRACT TO AZTECA SYSTEMS, LLC
FOR ASSET MANAGEMENT SOFTWARE LICENSES
FOR STORMWATER MANAGEMENT, PUBLIC WORKS,
AND THE DIVISION OF TRANSPORTATION
(CONTRACT AMOUNT \$162,436.10)

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("County") authority to regulate development regarding stormwater runoff and to enter into agreements for stormwater management (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-15001 *et seq.*); and

WHEREAS, the COUNTY requires professional software implementation licenses for asset management; and

WHEREAS, Azteca Systems, LLC ("CONSULTANT") has experience and expertise in this area and is in the business of providing such professional software implementation services and is willing to perform the required services for an amount not to exceed one hundred and sixty-two thousand, four hundred and thirty-six dollars and ten cents (\$162,436.10); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process of the DuPage County Procurement Ordinance; and

WHEREAS, the Stormwater Management Planning Committee of the DuPage County Board has reviewed and recommended approval of the attached AGREEMENT at the specified amount.

NOW, THEREFORE, BE IT RESOLVED that the attached AGREEMENT between the COUNTY and Azteca Systems, LLC is hereby accepted and approved in an amount not to exceed one hundred sixty-two thousand, four hundred thirty-six dollars and ten cents (\$162,436.10); and

BE IT FURTHER RESOLVED that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Azteca Systems, LLC, 11075 South State, Suite 24, Sandy, UT 84070, Nicholas Alfonso/State's Attorney's Office, and the DuPage County Stormwater Management Department.

Enacted and approved this 9th day of September, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: SM-P-0020-25	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$162,436.10
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 09/02/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$162,436.10
	CURRENT TERM TOTAL COST: \$162,436.10	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Azteca Systems, LLC	VENDOR #: 27385	DEPT: Stormwater	DEPT CONTACT NAME: Sarah Hunn
VENDOR CONTACT: Bradley Chatman	VENDOR CONTACT PHONE: 801-617-8304	DEPT CONTACT PHONE #: 6676	DEPT CONTACT EMAIL: sarah.hunn@dupagecounty.gov
VENDOR CONTACT EMAIL: contracts@cityworks.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Request approval for a contract with Azteca Systems, LLC for Cityworks Software Licenses, which is the used for asset management and work order tracking for Stormwater Management, Public Works and DuDOT. This contract is a two year contract for the Cityworks licenses and software that is utilized by departments daily.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This program will enhance operational response time to service requests and will allow for real time asset management and data tracking. This has been previously installed and has been utilized by various departments for years.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

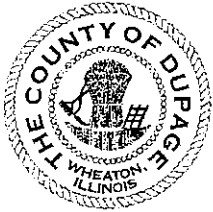
SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE PROVIDER OF ITEMS THAT ARE COMPATIBLE WITH EXISTING EQUIPMENT, INVENTORY, SYSTEMS, PROGRAMS OR SE
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. This program is utilized for managing and tracking DuPage County Capital Assets. Azteca owns the proprietary database for this program.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. This is evaluated and tested for these services within the last 12 months with 3 other programs.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. This program utilizes a GIS database that communicates with a standalone program.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Azteca Systems, LLC	Vendor#: 27385	Dept: Stormwater Management	Division:
Attn: Bradley Chatman	Email: contracts@cityworks.com	Attn: Sarah Hunn	Email: sarah.hunn@dupagecounty.gov
Address: 11075 S. State Street	City: Sandy	Address: 421 N. County Farm Road	City: Wheaton
State: UT	Zip: 84070	State: IL	Zip: 60187
Phone: 801-523-2751	Fax:	Phone: 630-407-6676	Fax: 630-407-6701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same As Above	Vendor#: Same As Above	Dept: Same As Above	Division: Same As Above
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 1, 2025	Contract End Date (PO25): Sep 30, 2027
Contract Administrator (PO25): Sarah Hunn, Alicia Favela Perez, Drew Cormican			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Professional Asset Management Software Storm	FY25	1600	3000	53807		6,074.76	6,074.76
2	1	EA		Professional Asset Management Software PW	FY25	2000	2665	53807		6,074.76	6,074.76
3	1	EA		Professional Asset Management Software DOT	FY25	1600	3500	53807		1,056.48	1,056.48
4	1	EA		Professional Asset Management Software Storm	FY26	1600	3000	53807		36,752.68	36,752.68
5	1	EA		Professional Asset Management Software PW	FY26	2000	2665	53807		36,752.68	36,752.68
6	1	EA		Professional Asset Management Software DOT	FY26	1600	3500	53807		6,391.76	6,391.76
7	1	EA		Professional Asset Management Software Storm	FY27	1600	3000	53807		31,893.17	31,893.17
8	1	EA		Professional Asset Management Software PW	FY27	2000	2665	53807		31,893.17	31,893.17
9	1	EA		Professional Asset Management Software DOT	FY27	1600	3500	53807		5,546.64	5,546.64
FY is required, assure the correct FY is selected.										Requisition Total	\$ 162,436.10

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☐ Vendor Ethics Disclosure Statement



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Azteca Systems, LLC, a Trimble company
CONTACT PERSON:	Carlos Abaunza
CONTACT EMAIL:	carlos_abaunza@trimble.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE
N/A				

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL
N/A		

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co, IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Carlos Abaunza

Signature: _____

DocuSigned by:


92969BE0AABA49F...

Title: Sr. Director

Date: 8/21/2025

Contact Information

Contact Name:		Prepared By Name:	Bradley Chatman
Customer:	DuPage County (IL)	Prepared By Phone:	(801) 523-2751
Contact Address:	421 N County Farm Rd Wheaton, IL 60187		

Quote Lines

Product Name	Quantity/ Population	Net Unit Price
AMS Workgroup Standard Starter 5-Pack	1.00	USD 10,855.57
AMS Workgroup Standard Logins 6+	45.00	USD 68,381.55
Mobile Native Apps (iOS/Android) - AMS	50.00	USD 0.00
Respond - AMS	50.00	USD 0.00
Web Hooks - AMS	1.00	USD 0.00
TOTAL:		USD 79,237.12

Notes

Year 1 Dollar Value	USD 79,237.12	Year 1 Date Range	10/01/2025 - 09/30/2026*
Year 2 Dollar Value	USD 83,198.98	Year 2 Date Range	10/01/2026 - 09/30/2027

Notes:

Workgroup Server AMS Standard 50 Named Logins for:
Office
Respond
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

Web Hooks

Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

*Renewal increase included to reflect client request for a new 2-year term

DISCLAIMER—

PLEASE BE ADVISED THAT THE PRODUCTS ASSOCIATED WITH THIS QUOTE MAY NO LONGER BE SUBJECT TO ENHANCEMENTS OR MAINTENANCE. WE URGE YOU TO CONSULT THE COMMUNICATION SENT OUT CONCERNING UPDATES TO CITYWORKS SOFTWARE SUPPORT & YOUR PATH FORWARD AND SUNSETING. THE PRICE INDICATED HEREIN SHALL CONSTITUTE THE RENEWAL RATE OFFERED UNDER YOUR CURRENT AGREEMENT AS AMENDED BY THIS KEY COMMUNICATION. A COPY OF THE COMMUNICATION CAN BE PROVIDED TO YOU UPON REQUEST. YOU ARE URGED TO REVIEW THIS QUOTE THOROUGHLY AND ASSESS ANY NECESSARY ADJUSTMENTS TO YOUR SUBSCRIPTION. SHOULD

THERE BE ANY INQUIRIES OR A NEED FOR FURTHER ASSISTANCE, PLEASE CONTACT US PROMPTLY. WE APPRECIATE YOUR UNDERSTANDING AND CONTINUED PARTNERSHIP.

Terms and Conditions

Payment Terms

Payment due within ~~30 days~~ **60 days**

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For "on-prem" installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

Accepted by: _____

Title _____

_____/_____/_____
Date

Azteca Systems, LLC - Cityworks | 11075 South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734