

**AGREEMENT  
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND TROTTER AND ASSOCIATES, INC.  
FOR DESIGN AND CONSTRUCTION PROFESSIONAL ENGINEERING SERVICES**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this 27<sup>th</sup> day of January, 2026, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and TROTTER AND ASSOCIATES, INC., licensed to do business in the State of Illinois, with offices at 40W201 Wasco Road, Suite D, St. Charles, Illinois 60175; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a “party” or together as the “parties.”

**RECITALS**

WHEREAS, the COUNTY by virtue of its power set forth in “Counties Code” (55 ILCS 5/5-1001 *et seq.*) and “County Offices, equipment and expenses” (55 ILCS 5/5-1106 *et seq.*) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires professional design and construction engineering services related to their sewer collection system and wastewater treatment facilities (hereinafter referred to as “PROJECT”); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional engineering services and is willing to perform the required services for an amount not to exceed \$792,899.00; and

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

WHEREAS, the COUNTY has adopted a Stormwater Ordinance. The CONSULTANT acknowledges the necessary oversight to ensure compliance with the Stormwater Ordinance in the event the PROJECT necessitates this scope of work.

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

## **1.0 INCORPORATION AND CONSTRUCTION**

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

## **2.0 SCOPE OF SERVICES**

- 2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other group and the CONSULTANT concerning the PROJECT.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants 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.

2.5 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.

2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

### **3.0 NOTICE TO PROCEED**

3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Chief Administrative Officer (hereinafter referred to as the "Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair.

Authorization to proceed with various tasks **described in Exhibit A** will be given to the CONSULTANT by representatives of the Department of Public Works.

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits B and C attached hereto.

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 Director 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 the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new and/or modified employee rates (Exhibit C) and/or fee schedules as referenced in Paragraph 7.3.

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

4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4 of this

AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT or Work Orders.

## 5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT 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 Exhibit A 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 December 31, 2030, unless the term of this AGREEMENT is extended in conformity with Article 14 below.
- 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 the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

## 6.0 DELIVERABLES

- 6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or 14 days after notice of termination or when the Director directs, the deliverables specified in Exhibit B.

## 7.0 COMPENSATION

- 7.1 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.
- 7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$792,899.00. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For services performed, the COUNTY will pay the CONSULTANT at a 3.00 direct labor multiplier applied to the actual hourly rates of staff and/or the fee schedule(s) as incorporated herein. The multiplier shall include the cost of overhead, profit and incidental costs. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved

sub-consultant's staff, identified by classification, 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 7.3(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.

- 7.3.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.
- 7.3.b 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.
- 7.3.c 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.

7.4 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.

7.6 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Each invoice shall also include a progress report 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. 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.

7.7 Upon 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 shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."

7.8 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.

7.9 Upon acceptance of all deliverables specified in Exhibit B of this AGREEMENT, final payment shall be made to the CONSULTANT, including any retainage.

## **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 one million dollars (\$1,000,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Public Works/County Engineer, DuPage County Department of Public Works, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

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

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

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 thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If 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 effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

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

## **9.0 INDEMNIFICATION**

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officer and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend, 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. The CONSULTANT'S indemnification of the 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 Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or otherwise available to it, or to the CONSULTANT, under the law.

## **10.0 SATISFACTORY PERFORMANCE**

- 10.1 The COUNTY is entering into an AGREEMENT with 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 sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, 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' sub-consultant(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 expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same 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 acts by the CONSULTANT or its sub-consultants.

## **11.0 BREACH OF CONTRACT**

- 11.1 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 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 any and all 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 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.
- 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 the COUNTY.

## **13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES**

- 13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, *et seq.*, and with all rules and regulations established by the Department of Human Rights.

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 the 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 on a COUNTY designated form.

## **15.0 TERM OF THIS AGREEMENT**

15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on December 31, 2030 or to a new date agreed upon by the parties, or
- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 31, 2030.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, 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, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.

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 the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of

termination of this AGREEMENT 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 of 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 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:

Trotter and Associates, Inc.  
ATTN: Chris Marschinke, P.E.  
Phone: (630) 587-0470  
Email: [c.marschinke@trotter-inc.com](mailto:c.marschinke@trotter-inc.com)

DuPage County Department of Public Works  
421 N. County Farm Road  
Wheaton, IL 60187  
ATTN: Nicholas Kottmeyer, P.E., Chief Administrative Officer  
Phone: (630) 407-6800  
Email: [nick.kottmeyer@dupagecounty.gov](mailto:nick.kottmeyer@dupagecounty.gov)

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.-4:30p.m. CST or CDT Monday-Friday); (b) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. – 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 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 shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT and shall not prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

## **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 ACCESS TO PROPERTY**

- 24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon the CONSULTANT'S request, proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.
- 24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply with the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

## **25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES**

- 25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and the CONSULTANT shall notify the COUNTY if any hazardous substances are found on the project site. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT shall not make any determination relating to the selection of a treatment, storage or disposal facility nor subcontract such activities through transporters or others.
- 25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and shall be packaged in accordance with the applicable law by the CONSULTANT and turned over to the COUNTY for appropriate disposal. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT, at the COUNTY'S request, may assist the COUNTY in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but the CONSULTANT shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters

or others. The COUNTY shall sign all necessary manifests for the disposal of Hazardous Substances. If the COUNTY requires: (1) the CONSULTANT'S agents or employees to sign such manifests; or (2) the CONSULTANT to hire, for the COUNTY, the Hazardous Substances transportation, treatment, or a disposal contractor for the Hazardous Substances, then for these two purposes, the CONSULTANT shall be considered to act as the COUNTY'S agent so that the CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

## **26.0 QUALIFICATIONS**

- 26.1 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.
- 26.2 RESERVED
- 26.3 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.
- 26.4 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 26.3, above, with respect to the CONSULTANT'S sub-consultant(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**

---

Deborah A. Conroy  
Chair, DuPage County Board

ATTEST BY:

---

Jean Kaczmarek  
County Clerk

**TROTTER AND ASSOCIATES, INC.**

---

Scott Trotter, P.E., BCEE  
President

ATTEST BY:

---

Chris Marschinke, P.E.  
Senior Project Manager

## EXHIBIT A

### SCOPE OF WORK

Consultant: Trotter and Associates, Inc.  
Project: Woodridge Greene Valley WWTP Improvements and Capital Planning

#### Scope of Services

Trotter and Associates will provide design, bidding, and construction phase engineering services for Woodridge Greene Valley WWTP Improvements and Capital Planning. This project includes the following major components:

##### Task #1 – Anaerobic Digester Rehabilitation (Phase II & III)

- Rehabilitation of the Acid-Phase Digester, including digester cleaning, interior piping replacement, lining of the existing interior concrete surfaces, and replacement of the acid recirculation and methane feed pumps.
- Rehabilitation of the Methane-Phase Digester, including digester cleaning, fixed cover replacement, mechanical mixer installation, gas safety equipment, interior piping replacement, replacement of digester feed/transfer pumps.
- Rehabilitation of the Secondary Digester/Sludge Storage, including digester cleaning, floating cover replacement, mechanical mixer installation, gas safety equipment, interior piping replacement, replacement of digester feed/transfer pumps.
- Activating the Secondary Digester/Sludge Storage through installation of heat-exchanger and recirculation piping to operate in a mesophilic temperature range. Includes Acid Digester feed pumps/piping demolition, heat exchanger installation, Secondary Digester Recirculation pumps/HHW pumps installation, process piping installation.
- Replacement of the existing gas safety equipment and digester gas flare assembly. Includes removal and replacement of gas piping throughout the building interior and site piping to the flare pad.

##### Task #2 – Aeration Basin Diffuser Replacement (Phase II)

- Fine bubble diffuser replacement, air distribution piping/valves and fittings.

##### Task #3 – Sidestream Equalization Basin Modifications/002 (Phase II)

- Piping modifications to allow for conveyance of Filtrate and Leachate into the old aeration (AT) tanks.
- Installation of coarse bubble diffuser aeration system within the basins for mixing.
- Installation of two positive displacement blowers, and all associated piping, valves, and fittings to the aeration system.
- Electrical improvements for 480v feed to new blowers.

##### Task #4 – Capital Improvement Planning (Phase I)

- Establish 20-year Capital Improvement Plan based on the 2019 Wastewater Master Plan and subsequent evaluations with County staff.
- Coordinate with the County to develop a financial plan for implementing improvements.
- The CIP funding levels and implementation plan will be established by the end of Q1 of 2026.

*Our services will consist of customary civil engineering and surveying services and related engineering services incidental thereto, described as follows;*

#### **Task #1 – Anaerobic Digester Rehabilitation**

##### ***A. CONCEPTUAL DESIGN (20%) PHASE***

- 1) Hold a project kick-off meeting with County Staff to establish project goals and schedule.
- 2) Review existing County documentation that may be appropriate to the project. This includes as-built information for the existing facility and operational data as necessary.
- 3) Obtain utility locations, floodplain and floodway information on the existing site and determine site limitations. Perform wetland delineation as the flare and acid digester are within 250 ft of a mapped wetland (to be sub-consulted).

- 4) Conduct Site Visit as necessary to determine existing conditions and constraints. Includes structural analysis for buildings to be rehabilitated to verify soundness.
- 5) Conduct a topographic survey of the site to determine property boundaries for design and permitting and develop base files depicting existing site conditions.
- 6) Develop conceptual plans with layout of proposed structures, equipment, and piping consisting of approximately 42 sheets.
- 7) Prepare a conceptual design report including design calculations to determine sizing, loading, and other technical information required to verify plant design values and aid in equipment selection.
- 8) Complete hydraulic calculations through each unit process to develop existing and proposed hydraulic profile.
- 9) Hold manufacturer meetings to determine the preferred equipment for each process system, including pumping, blowers, clarifier mechanisms, and disinfection equipment.
- 10) Through a work session with County staff, perform equipment selection for base bid.
- 11) From the selected base bid equipment, prepare equipment data sheets.
- 12) Prepare an opinion of probable construction cost based on the conceptual design scope.
- 13) Meet with County staff once conceptual files are developed to discuss site constraints and layouts for consideration.

**B. PRELIMINARY DESIGN (60%) PHASE**

- 1) Based on approved Conceptual Design Phase, prepare 60% engineering plans and specifications to show the scope, extent, and character of the work. Documents shall consist of engineering calculations, preliminary drawings, and written descriptions.
  - a) General Construction Details and Notes (Estimated 4 Sheets)
  - b) Site Civil Drawings showing underground utilities, process piping, site grading and landscaping as applicable (Estimated 4 Sheets)
  - c) Demolition drawings showing existing structures and utilities to be removed as applicable (Estimated 16 Sheets)
  - d) Architectural drawings including layout, sections, and elevations (Estimated 2 Sheets)
  - e) Structural detail drawings and schedules (Estimated 4 Sheets)
  - f) Process drawings including the plans, sections, details and schedules for equipment and process piping (Estimated 20 Sheets)
  - g) Electrical Drawings depicting power distribution requirements within the proposed improvements (Estimated 6 Sheets)
  - h) Instrumentation drawings depicting the scope and extent of the proposed control system (Estimated 4 Sheets)
  - i) Project specifications with in accordance with 64 Division CSI Format.
- 2) Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable construction cost.
- 3) Provide a list of required permits and sign-offs, along with timeframe for submittal.
- 4) Advise the County if additional information or testing services are necessary and assist in obtaining such information.
- 5) Hold a preliminary design review meeting to address the County's review comments and requested revisions. Determine preferred manufacturers, types and quantities of equipment, piping material, building layout and architectural details.

**C. FINAL DESIGN (100%) PHASE**

- 1) Based on the approved Preliminary Design Phase, prepare 90% Engineering Plans and Specifications. Included is the following but is not limited to these drawings:

- a) General Construction Details and Notes (Estimated 4 Sheets)
- b) Site Civil Drawings showing underground utilities, process piping, site grading and landscaping as applicable (Estimated 5 Sheets)
- c) Demolition drawings showing existing structures and utilities to be removed as applicable (Estimated 16 Sheets)
- d) Architectural drawings including layout, sections, and elevations (Estimated 4 Sheets)
- e) Structural detail drawings and schedules (Estimated 6 Sheets)
- f) Process drawings including the plans, sections, details and schedules for equipment and process piping (Estimated 20 Sheets)
- g) Electrical Drawings depicting power distribution requirements within the proposed improvements (Estimated 10 Sheets)
- h) Instrumentation drawings depicting the scope and extent of the proposed control system (Estimated 8 Sheets)
- a) Project specifications with in accordance with 64 Division CSI Format.

- 2) Provide 90% complete plans for the County and affected agencies for review and approval. Prepare an opinion of probable cost, based on the Final Engineering Plans. Hold a final review meeting with the County.
- 3) Submit final plans and specifications to IEPA to obtain the construct and operate permit.
- 4) Submit final plans and specifications to Woodridge Building Department to obtain necessary permits. Preparing plats and easements are not included.
- 5) Make minor revisions to the plans to incorporate changes required by reviewing agencies.
- 6) Complete 100% drawings to satisfaction of the County and appropriate permitting bodies.

*D. BIDDING OR NEGOTIATING PHASE*

- 1) Assist the County with advertising the project for bid. Advertisement and plan production expenses will be considered reimbursable if required.
- 2) Attend a pre-bid meeting with the County and prospective bidders
- 3) Respond to questions about bid documents. Issue addenda as appropriate to clarify, correct, or change the Bidding Documents
- 4) Attend the bid opening, prepare bid tabulation, and assist the County in reviewing the bids, participate in any negotiations or clarification discussion and awarding contracts. Issue the Recommendation to Award to the County.
- 5) Furnish and supply drawings and project specification copies as required.

*E. CONSTRUCTION PHASE*

- 1) Consult with the County and act as the County's representative during construction.
- 2) Provide field engineering services (resident project representative) during the duration of construction activities.
  - a. Field engineering services are anticipated to be on an as-needed basis and scale with the amount and type of work taking place onsite. As such, the estimated hours include approximately eight (8) hours per week during the mobilization, demobilization and light construction phases, and up to sixteen (16) hours per week during heavy construction, startups and shutdowns, and similar work as requested by the County. Construction duration is estimated at approximately 34 weeks of 'light construction' (six months of lead/fabrication and two months of post-construction), and 52 weeks of 'heavy construction' based on digester rehabilitation sequencing.
  - b. Such visits and observations by Engineer, and the Resident Project Representative, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative. Based on information obtained during such visits and such observations, Engineer will

determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and Engineer shall keep County informed of the progress of the Work.

- c. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for County a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract.
- 3) Assist the City in the selection of an independent testing laboratory to perform all necessary testing and inspections required during construction.
- 4) Conduct a Pre-Construction Conference prior to commencement of work.
- 5) As appropriate, establish baselines and benchmarks for locating the work, which in Engineer's judgment are necessary to enable Contractor to proceed.
- 6) Recommend to the County, if necessary, that Contractor's work be disapproved and rejected while it is in progress.
- 7) Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work.
- 8) Recommend Change Orders and Work Change Directives to the City, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 9) Review and approve or take other appropriate action in respect to Shop Drawings and Samples, and other data which Contractor is required to submit, for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole.
- 10) Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents.
- 11) Provide weekly reports to County staff on status of construction. Weekly reports will include a summary of work completed each day, site conditions, number of personnel and equipment on site, any issues encountered, or field directives issued.
- 12) Schedule and conduct construction meetings as needed. Prepare agendas and minutes for each construction meeting.

#### *F. POST-CONSTRUCTION PHASE*

- 1) Receive and review maintenance and operating instructions, schedules, and guarantees.
- 2) Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with County and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of County, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to County and Contractor. Provide a punchlist inspection at the time of Substantial Completion documenting all outstanding work at time of issuance.
- 3) Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice (the "Notice of Acceptability of Work") that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- 4) Prepare and furnish to the County Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

## **Task #2 – Aeration Basin Diffuser Replacement**

### ***A. Conceptual Design (20%) Phase***

- 1) Review existing County documentation that may be appropriate to the project. This includes as-built information for the existing facility and operational data as necessary.
- 2) Conduct Site Visit as necessary to determine existing conditions and constraints. Includes structural analysis for buildings to be rehabilitated to verify soundness.
- 3) Develop conceptual plans with layout of proposed equipment and piping consisting of approximately 15 sheets.
- 4) Prepare air design calculations to determine sizing, and other technical information required to verify plant design values and aid in equipment selection.
- 5) Through a work session with County staff, perform equipment selection for base bid.
- 6) Prepare an opinion of probable construction cost based on the conceptual design scope.

### ***B. Preliminary Design (60%) Phase***

- 1) Based on approved Conceptual Design Phase, prepare 60% engineering plans and specifications to show the scope, extent, and character of the work. Documents shall consist of engineering calculations, preliminary drawings, and written descriptions.
- 2) Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable construction cost.
- 3) Hold a preliminary design review meeting to address the County's review comments and requested revisions. Determine preferred manufacturers, types and quantities of equipment, piping material, building layout and architectural details.

### ***C. Final Design (100%) Phase***

1. Based on the approved Preliminary Design Phase, prepare 90% Engineering Plans and Specifications. It is anticipated that the plan set will consist of approximately 15 sheets.
2. Project specifications with in accordance with 64 Division CSI Format.
3. Provide 90% complete plans for the County and affected agencies for review and approval. Prepare an opinion of probable cost, based on the Final Engineering Plans. Hold a final review meeting with the County.
4. Submit final plans and specifications to IEPA to obtain the construct and operate permit, if necessary.
5. Make minor revisions to the plans to incorporate changes required by reviewing agencies.
6. Complete 100% drawings to satisfaction of the County and appropriate permitting bodies.

### ***D. Bidding or Negotiating Phase***

- 1) Assist the County with soliciting/advertising the project for bid.

## **Task #3 – Sidestream Equalization Modifications/002**

### ***A. Preliminary/Final Design Phase***

- 1) Conduct Site Visit as necessary to determine existing conditions and constraints.
- 2) Refine air design calculations to validate sizing, and other technical information required to verify design values and equipment selection.
- 3) Develop preliminary plans with layout of proposed equipment and piping consisting of approximately six (6) sheets.
- 4) Hold a preliminary design review meeting with the County to gain consensus on conceptual plan sheets and layouts.
7. Based on the approved preliminary design, prepare 90% Engineering Plans and Specifications. It is anticipated that the plan set will consist of approximately 10 sheets.
8. Project specifications in accordance with 64 Division CSI Format.

9. Provide 90% complete plans for the County and affected agencies for review and approval. Prepare an opinion of probable cost, based on the Final Engineering Plans. Hold a final review meeting with the County.
10. Submit final plans and specifications to IEPA to obtain the construct and operate permit, if necessary.
11. Make minor revisions to the plans to incorporate changes required by reviewing agencies.
12. Complete 100% drawings to satisfaction of the County and appropriate permitting bodies.

**Task #4 – Capital Improvement Planning**

- A. *Review previous Facility Plans and studies as may be applicable to long-term facility planning and capital expenditures.*
- B. *Perform on site walk throughs and evaluations as needed (est. two x four hour days)*
- C. *Identify capital improvements necessary to rehabilitate existing processes and meet compliance with future regulatory requirements.*
  1. *WGV Digester Cleaning (Acid, Methane, Secondary/Storage)*
  2. *WGV Secondary Digester Rehabilitation & Activation*
  3. *WGV Methane Digester Rehabilitation*
  4. *WGV Acid Digester Rehabilitation*
  5. *WGV MCC Replacement*
  6. *WGV Equalization Basin (002) Upgrades*
  7. *WGV Aeration Basin Diffuser Replacement*
  8. *WGV Tertiary Filtration Upgrades*
  9. *WGV Nutrient Removal Upgrades*
  10. *Knollwood Tertiary Filtration Upgrades (potential)*
- D. *Develop conceptual layouts for the proposed capital improvements. Includes high-level calculations to confirm previous facility plan designs.*
- E. *Develop cost estimates suitable for budgeting for each capital project identified.*
- F. *Work with County staff to develop an implementation plan consistent with regulatory requirements and available funding.*
- G. *Identify necessary funding timelines for use in development of a master rate schedule.*

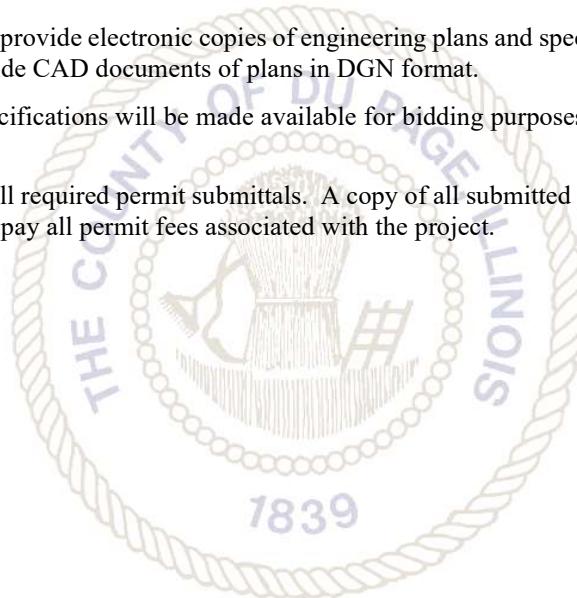
**EXHIBIT B**

**DELIVERABLES**

Consultant: Trotter and Associates, Inc.  
Project: Woodridge Greene Valley WWTP Improvements and Capital Planning

**Trotter and Associates will provide the following deliverables for the above referenced project:**

- Provide to DuPage County, Illinois engineering plans and project specifications included in the outlined scope in Exhibit A for the WGV WWTP Improvements and Capital Planning.
- All final plans will be signed and sealed by a registered professional engineer in the State of Illinois.
- Trotter and Associates, Inc. will provide three (3) signed and sealed, complete sets of plans and project specifications to the County.
- Trotter and Associates, Inc. will provide electronic copies of engineering plans and specifications in PDF format to the County. If requested, TAI will also provide CAD documents of plans in DGN format.
- Additional sets of plans and specifications will be made available for bidding purposes if required, but are not included in the deliverables.
- Completion and submission of all required permit submittals. A copy of all submitted permits shall be supplied to the County. The County shall be required to pay all permit fees associated with the project.



**EXHIBIT C**

**DUPAGE COUNTY DEPARTMENT OF PUBLIC WORKS**  
**Consultant Employee Rate Listing**

Consultant: Trotter and Associates, Inc.  
Project: Woodridge Greene Valley WWTP Improvements and Capital Planning  
Effective Dates: Project Duration  
Project Multiplier: 3.00  
Contract Not-to-Exceed: \$792,899.00

| <b>Classification</b>      | <b>Rate Range</b> |                | <b>Reason for Adjustment/Addition/Deletion</b> |
|----------------------------|-------------------|----------------|--|
|                            | <b>Minimum</b>    | <b>Maximum</b> |  |
| Principal Engineer         | \$128.00          | \$148.00       |  |
| Engineer Level VIII        | \$100.00          | \$128.00       |  |
| Engineer Level VII         | \$80.00           | \$108.00       |  |
| Engineer Level VI          | \$54.00           | \$98.00        |  |
| Engineer Level V           | \$50.00           | \$78.00        |  |
| Engineer Level IV          | \$46.00           | \$74.00        |  |
| Engineer Level III         | \$42.00           | \$58.00        |  |
| Engineer Level II          | \$40.00           | \$56.00        |  |
| Engineer Level I           | \$38.00           | \$52.00        |  |
| Engineering Intern         | \$26.00           | \$40.00        |  |
| Senior Technician          | \$68.00           | \$88.00        |  |
| Technician Level IV        | \$56.00           | \$72.00        |  |
| Technician Level III       | \$46.00           | \$62.00        |  |
| Technician Level II        | \$30.00           | \$52.00        |  |
| Technician Level I         | \$24.00           | \$38.00        |  |
| GIS Specialist III         | \$62.00           | \$78.00        |  |
| GIS Specialist II          | \$40.00           | \$60.00        |  |
| GIS Specialist I           | \$30.00           | \$46.00        |  |
| Clerical Level III         | \$38.00           | \$52.00        |  |
| Clerical Level II          | \$32.00           | \$46.00        |  |
| Clerical Level I           | \$24.00           | \$38.00        |  |
| Professional Land Surveyor | \$60.00           | \$88.00        |  |
| Survey Crew Chief          | \$54.00           | \$78.00        |  |
| Survey Technician Level II | \$40.00           | \$56.00        |  |
| Survey Technician Level I  | \$28.00           | \$46.00        |  |
| Department Director        | \$66.00           | \$96.00        |  |

Signature of Authorized Agent  
for CONSULTANT:

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

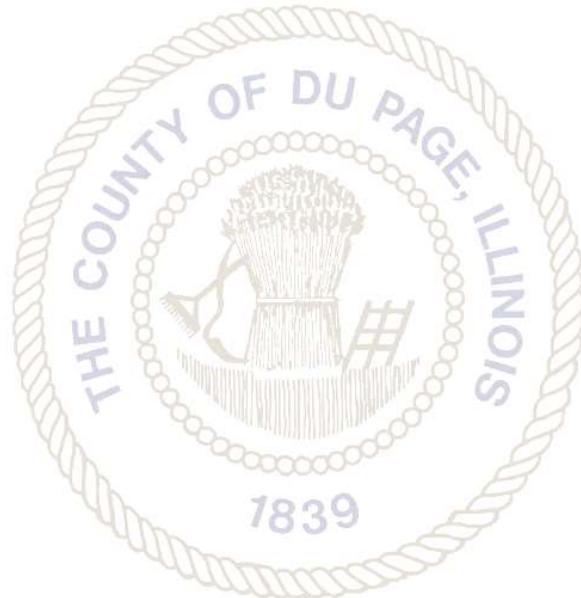
Approved By COUNTY:

\_\_\_\_\_  
Willian Eidson, Asst. County Engineer

Date: \_\_\_\_\_

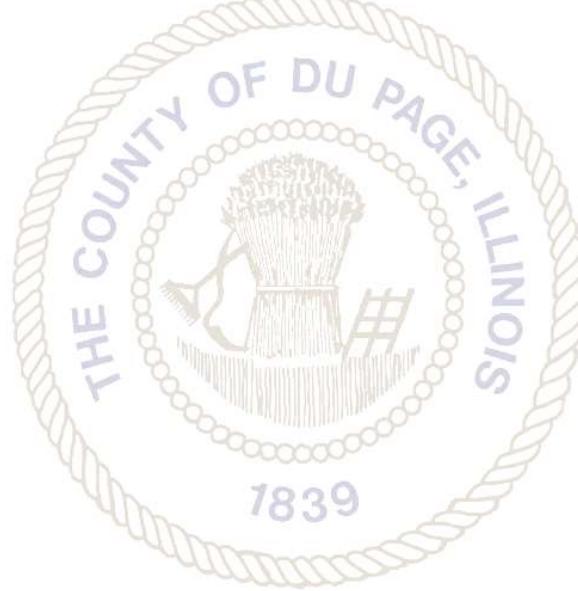
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Rev 04/23



### **Exhibit C Notes**

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (rounded up to nearest dollar amount).
5. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.



## EXHIBIT D

### DU PAGE COUNTY DEPARTMENT OF PUBLIC WORKS CONSULTANT STAFF CHANGE NOTIFICATION

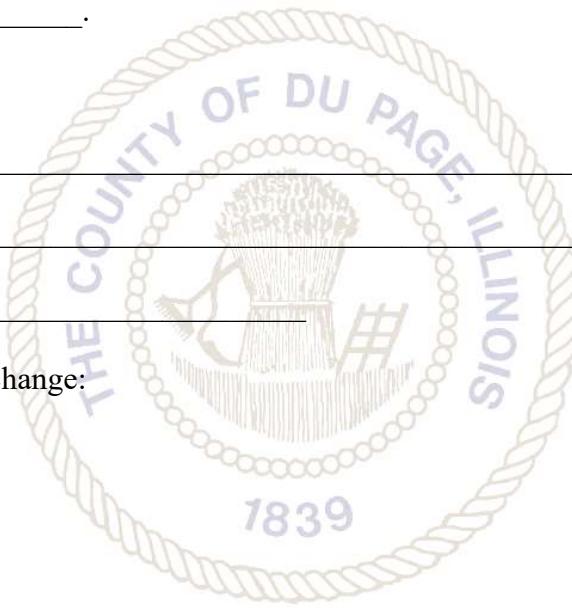
The Consulting Firm of \_\_\_\_\_ hereby  
notifies the COUNTY through the that they need to reassign staff for the  
\_\_\_\_\_ project, Section No.  
\_\_\_\_\_.

Position: \_\_\_\_\_

Person: \_\_\_\_\_

Effective date: \_\_\_\_\_

Reason for requesting change: \_\_\_\_\_



Proposed Replacement: \_\_\_\_\_ (attach  
resume)

Transition Plan (provide an outline of the steps that the CONSULTANT will take to  
assure adequate exchange of information and responsibility, including Principal Engineer  
oversight and requested involvement by COUNTY staff.

Insert Direct Costs BDE 436  
&  
Ethics Form

