

RESOLUTION NO. R2025-__

**A RESOLUTION APPROVING AN AGREEMENT WITH METROPOLITAN INDUSTRIES, INC.
FOR LIFT STATION AND WATER SYSTEM SCADA UPGRADES**

WHEREAS, the City of Warrenville ("**City**") is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the City has identified a need to procure professional services to perform SCADA upgrades for lift stations and water system ("**Services**"); and

WHEREAS, Metropolitan Industries, Inc. ("**Metropolitan**") has submitted proposals to provide the Services in the total not-to-exceed amount of \$337,388.00; and

WHEREAS, the City desires to enter into an agreement with Metropolitan for the Services at the price proposed ("**Agreement**"); and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Agreement with Metropolitan;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Approval of the Agreement. The Agreement with Metropolitan for the Services in the total not-to-exceed amount of \$337,388 is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the City Administrator.

SECTION 3: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the Agreement upon receipt of an executed copy of the Agreement from Metropolitan.

SECTION 4: Change Orders. The City Administrator, or her designee, is authorized to execute one or more Change Orders to the Agreement for additional services for unforeseen items of work related to, or arising from other work contemplated by, the provision of the Services in an amount not to exceed \$15,000.00 of the original Agreement price.

SECTION 5: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

[Signatures and Voting Record on Following Page]

PASSED THIS _____ day of _____, 2025.

APPROVED THIS _____ day of _____, 2025.

VOTES: AYES _____ NAYS _____ ABSENT _____ ABSTAIN _____

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
AGREEMENT

**CITY OF WARRENVILLE
PROFESSIONAL SERVICES AGREEMENT
FOR SCADA LIFT STATION AND WATER SYSTEM UPGRADES**

THIS AGREEMENT (“Agreement”) is dated as of the ____ day of _____, 20____ (**“Effective Date”**) and is by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation (**“City”**), and **METROPOLITAN INDUSTRIES, INC.**, an Illinois corporation (**“the Consultant”**) (collectively, the **“Parties”**).

IN CONSIDERATION OF the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the City’s statutory and home rule powers, the Parties agree as follows:

SECTION 1. SCOPE AND PROVISION OF SERVICES.

A. Engagement of the Consultant. The City hereby engages the Consultant to provide all necessary professional consulting services and to perform the work in connection with the project described as follows: provide SCADA upgrades for the City’s lift stations and water system (collectively, the **“Services”**).

B. Services. The Consultant provided two quotes for the Services to be provided by the Consultant, copies of which are attached as **Group Exhibit A** to this Agreement (**“Scope of Services”**). The Consultant must provide the Services pursuant to the terms and conditions of this Agreement and as described more fully in the Scope of Services.

C. Commencement; Time of Performance. The Consultant will commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties (**“Commencement Date”**). The Consultant will diligently and continuously prosecute the Services until the completion of the Services or the termination of this Agreement (**“Time of Performance”**).

D. Reporting. The Consultant will regularly report to the City regarding the progress of the Services during the term of this Agreement.

E. Relationship of the Parties. The Consultant will act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement will be construed to: (i) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and the Consultant; or (ii) create any relationship between the City and any subcontractor of the Consultant.

F. Information Releases. The Consultant will not issue any news releases or other public statements regarding the Services without prior approval from the City.

G. Mutual Cooperation. The City will cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with any non-confidential information that the City may have that may be relevant and helpful to the Consultant’s performance of the Services. The Consultant agrees to cooperate with the City in the performance of the Services to complete the Work and with any other the Consultants engaged by the City.

H. Compliance with Laws and Grants.

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

2. The Consultant will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part of the Services.

3. Every provision of law required by law to be inserted into this Agreement will be deemed to be inserted herein.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. The total amount billed by the Consultant for the Services under this Agreement will not exceed \$337,388.00 ("**Compensation**"), as set forth in the Scope of Services, including reimbursable expenses as identified in the Scope of Services, without the prior express written authorization of the City.

B. Invoices and Payment. The Consultant will be paid as provided in the Scope of Services. The Consultant will submit invoices to the City in an approved format for those portions of the Services performed and completed by the Consultant. The City will pay to the Consultant the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

C. Records. The Consultant will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the City to inspect and audit all data and records of the Consultant for work done under this Agreement. The records required to be made available to the City under this Section 2.C will be made available at reasonable times during the term of this Agreement, and for five years after the termination of this Agreement.

D. Claim in Addition to Compensation. If the Consultant claims a right to additional compensation as a result of action taken by the City, the Consultant must provide written notice to the City of the claim within seven days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 10.A of this Agreement. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant will proceed with all of the Services required to complete the Services under this Agreement as determined by the City without interruption.

E. Change Orders.

1. Change Orders Generally. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Services (“**Change Order**”) provided, however, that any Change Order in an amount exceeding \$15,000 of the original Compensation must be approved by the City Council. The Change Order will be generally in the form attached to and by this reference incorporated into this Agreement as **Attachment C**. The Consultant may request a Change Order based on a material change to the Services required as part of the Services. A Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Services

2. Revision Notices. Within 10 business days after the date of a Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the City in writing if the Consultant desires a revision to the Change Order (“**Revision Notice**”). The Revision Notice must clearly state the Consultant’s requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Change Order and the Change Order will be final.

3. No Change in Absence of Change Order. No claim for an adjustment in Compensation or project schedule will be made or allowed unless it is embodied in a Change Order signed by the City and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or project schedule terms that has not been included, or fully included, in a Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Change Order including the desired adjustment. The Consultant’s request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement as determined by the City without interruption.

F. Taxes, Benefits, Royalties. The Compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation, all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Consultant waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.

G. Completion and Acceptance of Services. The Services, and any phase of the Services, will be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be.

H. No Additional Obligation. The City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

SECTION 3. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The employees, officials, and personnel of the Consultant described in the Scope of Services (“**Key Project Personnel**”), if any, will be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel may not be changed without the City’s prior written approval. The Consultant will notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant will have no claim for damages and may not bill the City for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Time of Performance as a result of any termination, reassigning, or resignation.

B. Availability of Personnel. The Consultant will provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement or in the Scope of Services.

C. Approval and Use of Subcontractors. The Consultant will perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Consultant will be acceptable to, and approved in advance by, the City. The City’s approval of any subcontractor or subcontract will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract will be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term “Consultant” will be deemed also to refer to all subcontractors of the Consultant, and every subcontract will include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City, then, immediately upon notice from the City, the Consultant will remove and replace the personnel or subcontractor. The Consultant will have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any removal or replacement.

SECTION 4. TERM OF AGREEMENT.

A. Term. The term of this Agreement, unless terminated pursuant to the terms of this Agreement, will expire on the date the City determines that all of the Services under this Agreement, including warranty services, are completed. A determination of completion will not constitute a waiver of any rights or claims that the City has, before or after completion, with respect to any breach of this Agreement by the Consultant or any right of indemnification of the City by the Consultant.

B. Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement, at any time and for any reason, upon seven days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant will be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Services.

SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.

A. Confidential Information. In the performance of this Agreement, the Consultant may have access to or receive certain information in the possession of the City that is not generally known to members of the public ("**Confidential Information**"). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. The Consultant must not use or disclose any Confidential Information without the prior written consent of the City. If the Consultant has any doubt about the confidentiality of any information, then the Consultant must seek a determination from the City regarding the confidentiality of the information. The Consultant and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, the Consultant must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The Consultant may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the Consultant. If the Consultant is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Consultant must immediately give notice to the City with the understanding that the City will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Consultant must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Consultant.

B. Ownership. The Consultant agrees that all work product, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement will be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant will cause the work product to be promptly delivered to the City. Any outstanding payment obligations may not be used as a basis to withhold work product. The Consultant agrees that, to the extent permitted by law, any and all work product will exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 et seq subject to the terms of this Agreement. To the extent any work product does not qualify as a "work for hire," the Consultant irrevocably grants, assigns, and transfers to the City all right, title, and interest in and to the work product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the City. The Consultant will execute all documents and perform all acts that the City may request in order to assist the City in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product. All of the foregoing items will be delivered to the City upon demand at any time and in any event, will be promptly delivered to the City upon expiration or termination of this Agreement within three days after a demand. In addition, the Consultant will return the City's data in the format requested by the City. If any of the above items are lost or damaged while in the Consultant's possession, those items will be restored or replaced at the Consultant's expense.

C. Freedom of Information Act and Local Records Act. The Consultant acknowledges that this Agreement, all documents submitted to the City related to this Agreement, and records in the possession of the Consultant related to this Agreement or the

Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and any other comparable state or federal laws now existing or adopted later (collectively, the “**Disclosure Laws**”). In the event that the City requests records from the Consultant, the Consultant shall promptly cooperate with the City to enable the City to meet all of its obligations under the applicable Disclosure Law. The Consultant acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the City in its sole and absolute discretion.

D. Injunctive Relief. In the event of a breach or threatened breach of this Section 5, the City may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Consultant agrees that the City will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the City may have in equity, by law or statute. The Consultant will fully cooperate with the City in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the City in any notification efforts required by law.

SECTION 6. WARRANTY.

The Consultant warrants that the Services will be performed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the City. Any of the Services required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

SECTION 7. CONSULTANT REPRESENTATIONS.

A. Ability to Perform. represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

B. Authorization. The execution, delivery and performance by the Consultant of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Consultant is now a party or by which the Consultant is now or may become bound.

C. Company Background. The information disclosed by the Consultant regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Consultant will promptly notify the City in writing of any material change to or about the Consultant, including without limitation to change in ownership or control, and any change will be subject to City approval which will not be unreasonably withheld.

D. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no City employee, official, or agent has an interest in the business of the

Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

E. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant will be liable to the City for all loss or damage that the City may suffer, and this Agreement will, at the City's option, be null and void.

F. Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

G. No Default. The Consultant is not in arrears to the City under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the City in writing.

H. No Legal Actions Preventing Performance. As of the Effective Date, the Consultant has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Consultant in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Consultant's ability to perform its obligation under this Agreement.

I. Patriot Act Compliance. The Consultant represents and warrants to the City that neither the Consultant nor any of its principals, shareholders, or other employees or officials (collectively "**Personnel**") is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants that the Consultant and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant must, and will, defend, indemnify, and hold harmless the City and its officials, officers, authorities, and all City elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

A. Indemnification. The Consultant agrees to, and does hereby, hold harmless and indemnify the City and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with this Agreement or the Consultant's performance, or failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the City.

B. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant will provide certificates of insurance, all with coverages and limits acceptable to the City, and the Consultant must provide certificates of insurance, endorsements, and insurance policies acceptable to the City and including at least the minimum insurance coverage and limits set forth in **Exhibit B** to this Agreement. For good cause shown by the Consultant, the City may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the City and from a company with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Each insurance policy must provide that no change, modification, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification in, or cancellation will have been given by the insurance company to the City (10 days' written notice in the event of cancellation due to the Consultant's non-payment of premium). The Consultant must maintain and keep in force, at all times during the term of this Agreement and at the Consultant's expense, the insurance coverage provided in this Section 8.B and **Exhibit B**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Agreement.

C. No Personal Liability. No elected or appointed official, or employee of the City will be personally liable, in law or in contract, to the Consultant as the result of the execution and performance of this Agreement.

SECTION 9. DEFAULT.

A. Default. If the City determines that the Consultant has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any the Event of Default within ten days after the Consultant's receipt of written notice of the Event of Default from the City, then the City will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Agreement.

B. Remedies. In case of any Event of Default, the City may pursue the following remedies:

1. Cure by the Consultant. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement. The City may terminate this Agreement and, notwithstanding anything in Section 3.C. of this Agreement, the City will not have any liability for further payment of amounts due or to become due under this Agreement;

3. Withholding of Payment. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

SECTION 10. GENERAL PROVISIONS.

A. Amendment. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

C. City Actions, Consents, and Approvals. Any action, consent, or approval needed to be taken or given under this Agreement by the City may only be performed by the City Administrator or their designee, to the extent provided for by law.

D. Binding Effect. The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

E. Notice. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the City will be addressed to, and delivered at, the following address:

City of Warrenville
3S258 Manning Avenue
Warrenville, IL 60555
Attention: Zach Jardine
E-mail: zjardine@warrenville.il.us

With a copy to:

Elrod Friedman LLP
350 N. Clark Street, Second Floor
Chicago, Illinois 60654

Attention: Brooke Lenneman
E-mail: brooke.lenneman@elrodfridman.com

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

Metropolitan Industries, Inc.
37 Forestwood Drive
Romeoville, Illinois 60446
Attention: *Ken Turnquist*
Email: kturnquist@metropolitanind.com

F. Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of the Consultant and City only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The City will not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the City, without the knowledge and approval of the Corporate Authorities.

G. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the City will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

H. Time of the Essence. Time is of the essence in the performance of this Agreement.

I. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

J. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the 18th Judicial Circuit Court of DuPage County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the 18th Judicial Circuit Court of DuPage County, Illinois.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Consultant with respect to the Scope of Services and the Services.

L. Non-Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

M. Exhibits. Exhibits A and B attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

N. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

O. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

P. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

Q. Survival. The provisions of Sections 5, 6, and 8 will survive the termination or expiration of the Agreement.

R. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

ATTEST:

CITY OF WARRENVILLE

By: _____
City Clerk

By: _____
City Administrator

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

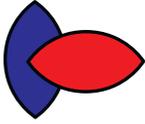
EXHIBIT A

SCOPE OF SERVICES

[attach both quotes]

METROPOLITAN PUMP COMPANY

A Division of Metropolitan Industries, Inc.



37 FORESTWOOD DR. • ROMEOVILLE, IL 60446-1343
(815) 886-9200 • FAX: (815) 886-4573
WWW.METROPOLITAINDIND.COM

QUOTATION

Page 1 of 3

TO: Mr. Zach Jardine
City of Warrenville
zjardine@warrenville.il.us

PROJECT: Water Syst. SCADA Upgrade
Warrenville, Illinois
BIDS DUE: ASAP
ENGINEER: N/A

We are pleased to provide a QUOTE on the following equipment for the subject project.

WATER SYSTEM SCADA UPGRADE

Scope:

Metropolitan will redesign the OT architecture in the city to eliminate as many single point of failures as possible. We will remove the Server/Client architecture and instead implement a distributed control architecture, whereas each site is individually brought to SCADA instead of going into 1 data concentrator. Doing this will increase the networks resiliency and allow for better network throughput (packed traversal time). We will implement DNP3 wherever possible so that data quality is enhanced and all alarms and pump status are sent to SCADA without being solicited.

Graphics will be updated system wide to be more modern and user friendly. More information from each site will be provided, including but not limited to : VFD amerage, run times, chlorine pump speed, flow directions, PH, mixer status, chlorine scales, and more. Current system operation will be enhanced, so that well staging (Unified start and stops with staging delays) and tower failover occur as intended. Individual wells will be able to be started or stopped withut needing to wait on tower level to fall to improve operator sampling operations. The system will be default run the well until the tower level is reached unless prematurely stopped early. We will have a toggle switch to allow the well to run past the stop level. At each site when placed in hand, the system will modulate all required valves for the well to run. We will provide operator training on both the local HMI changes at each site as well as SCADA configuration changes. As screens are conceptualized, we will send for approval before implementing system wide.

Well #9 - 27W601 Warrenville Road

- Qty (1) AB Micrologix Breakout Cable Box
- Note: Breakout Box to add RS485 to read amperage at this location.
- Qty (1) Panorama Antenna
- Qty (1) AB 4 Differential Inputs, Analog I/O Expansion Card
- Qty (1) Updated cell Modem
- Qty (1) Din Rail Mounting Bracket
- Qty (1) Lot of Misc. terminal blocks, din rail, ties, etc.
- Labor, Integration and Programming is included.

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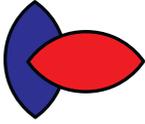
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Accepted: _____	Quotation No: <u>KT20425MN</u>
Firm: _____	Submitted: <u>5/16/2025</u>
By: _____	Void after: <u>30 days</u>
Title: _____	Prepared By: <u>Ken Turnquist</u>

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QUOTATION

Page 2 of 3

PROJECT: Water Syst. SCADA Upgrade
Warrenville, Illinois

Continued from page #1

Well #10 - 30W150 Batavia Road

Qty (1) AB Micrologix Breakout Cable Box.

Note: Breakout Box to add RS485 to read amperage at this location.

Qty (1) Panorama Antenna.

Qty (1) AB 4 Differential Inputs, Analog I/O Expansion Card

Qty (1) Updated cell Modem

Qty (1) Din Rail Mounting Bracket

Qty (1) Panorama Antenna Wmmg-7-27-5sp Wall mount with gain MIMO Ce

Qty (1) Lot of Misc. terminal blocks, din rail, ties, etc.

- Labor, Integration and Programming is included.

Well #11 - Bower - 4S255 River Road

Qty (1) AB 4 Differential Inputs, Analog I/O Expansion Card

Qty (1) Solid-Core Current Transducer, 4-20mA Sensor Output

Qty (1) Panorama Antenna

Qty (1) Updated cell Modem

Qty (1) Din Rail Mounting Bracket

Qty (1) Panorama Antenna Wmmg-7-27-5sp Wall mount with gain MIMO Ce

Qty (1) Lot of Misc. terminal blocks, din rail, ties, etc.

- Labor, Integration and Programming is included.

- Amperage reading needs to be wired from the MCC to the PLC.

- Conduits and Wiring to be provided by the City of Warrenville.

Well #12 - 3S000 Timber Drive

Qty (1) AB Micrologix Breakout Cable Box.

Note: Breakout Box to add RS485 to read amperage at this location.

Qty (1) Panorama Antenna.

Qty (1) AB 4 Differential Inputs, Analog I/O Expansion Card

Qty (2) J-box, mild steel Nema 1 Plus subpanel (Pressure XMTRS)

Qty (1) Updated cell Modem

Qty (1) Din Rail Mounting Bracket

Qty (1) Panorama Antenna Wmmg-7-27-5sp Wall mount with gain MIMO Ce

Qty (1) Lot of Misc. terminal blocks, din rail, ties, etc.

- Labor, Integration and Programming is included.

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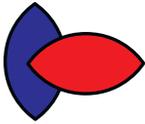
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Accepted:	_____	Quotation No:	KT20425MN
Firm:	_____	Submitted:	5/16/2025
By:	_____	Void after:	30 Days
Title:	_____	Prepared By:	Ken Turnquist

METROPOLITAN PUMP COMPANY

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QUOTATION

Page 3 of 3

PROJECT: Water Syst. SCADA Upgrade
Warrenville, Illinois

Continued from page #2

Notes and Clarifications:

- Any Instrumentation not included in this scope, conduits, wiring between PLC and other devices, permits, fees, performance bonding, and taxes are not included.
- Installation and items all listed within this proposal are included
- Pressure transmitters will not be provided at this time as dicussed.
- No specifications were provided at this time.
- We have not included any conduit runs to bring in the analog signals from the Chlorine pumps and Analyzer from each of their locations to the PLC. Confirmation and coordination to be provided on Chlorine Analyzer modifications (PH readings) by the City prior to any work to be completed.
- Conduits and wiring if needed are not included.
- Assistance from the City of Warrenville may be required at times.
- Well #8 - 29W523 Batavia Road site has been eliminated.
- Pricing is based on the site visits made with the City of Warrenville.
- Panel will be cleaned up and any old PLC that is not working will be removed.
- The intension for this project is once we receive a purchase order would be to release equipment as soon as possible. Any existing drawings will be marked up during the field upgrades and changed accordingly and a new print will be provided once the project is complete.
- Chlorine pump speed should be accessible via SCADA dependng on the availability of the output from the pump. This should be verified by the City.
- The run timer should be displayed in minutes. (Note: This was discussed to leave as is)
- Tank water temperature was removed during our discussions and we are not providing temerature transmitters.

TOTAL PRICE FOR EQUIPMENT AND INSTALLATION IS:

\$117,863.00
(Taxes Not Included)

- Due to the recently imposed tariffs by the federal government, all proposed pricing will need to be confirmed at the time of release to production AND prior to the acceptance of a purchase order agreement. We regret that this is necessary and appreciate your continued business and support, however it is unclear at this time what impact the recent (or possible future) tariffs will have on the already volatile metals and other supply markets that serve our industry.

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By:	_____	Void after:	30 Days
Title:	_____	Prepared By:	Ken Turnquist

STANDARD CONDITIONS OF SALE
(Domestic Shipments)

1. TERMS

Standard terms are net thirty days from date of invoice. Products are sold F.O.B. Factory unless otherwise stated. A 2% per month service charge is added to overdue accounts.

It is understood that the purchaser agrees to pay any and all costs incurred in collecting delinquent accounts, including by way of illustration but not limited to: reasonable attorney fees; costs of witnesses and expert witnesses, including travel from point of origin and return, subsistence and recompense for time lost from regular occupation; court costs, depositions, transcripts, etc.

Quotations are subject to acceptance within thirty days from the date, and in the interim, are subject to changes in price or other particulars upon notice.

All offers to purchase, quotations, and contracts of sales are subject to final acceptance by Metropolitan Pump (hereinafter called the Company) at its office at Romeoville IL: and shall be and constitute an Illinois Contract, subject to the laws of the State of Illinois.

2. SALES AND SIMILAR TAXES

Sales, use, occupational, excise, or other similar taxes are not included in the prices quoted and if this transaction is subjected to any such tax by any taxing authority whatever, the same must be added to the purchase price.

3. DELIVERIES

The Company shall be under no liability for failure to make deliveries where such failure to deliver may be due to fires, strikes, accidents, labor or transportation difficulties, car shortage, failure to obtain deliveries of materials, action of any State, Federal or local governments or other causes beyond its reasonable control.

4. ESTIMATED SHIPPING WEIGHTS

The Company will not be responsible for the accuracy of shipping weights submitted in quotations, as these weights are estimated weights, for use in computing probable freight charges.

5. GUARANTEES

RATED OUTPUT

The Company guarantees that the apparatus manufactured by it will deliver successfully its output as indicated on the nameplate, provided such apparatus is properly installed and maintained, correctly lubricated, operated under normal conditions and with competent supervision.

REPLACEMENT OF DEFECTIVE MATERIAL

Any pans which show faulty workmanship or material will be repaired or replaced without charge F.O.B. Company's works, provided such defects develop under normal and proper use within three months after date of shipment and provided Purchaser shall give notice in writing to the Company and a chance to inspect such defects before repairing or altering the product in any way. The correction of such defects by repair or replacement by the Company shall constitute a fulfillment of its obligation to the Purchaser.

NON-LIABILITY FOR LOSS OR DAMAGE

The Company will not be responsible for or liable for any loss or damage resulting from improper storage or handling prior to placing the apparatus in service and will not assume any responsibility, expense or liability for repairs made outside its works without proper written consent of the company. The Company will not be responsible or liable for any damage or loss resulting from installation or operation in any manner not complying with installation or operating instructions or drawings or with the ratings marked thereon.

CONTINGENT LIABILITY

The Company will not be responsible or liable in any way for consequential damage or contingent liability resulting from nondelivery, late delivery, function, malfunction or nonfunction or any equipment sold hereunder or resulting from any service provided or from malfeasance or nonfeasance of any service provided hereunder.

6. CHANGES

In event the Purchaser finds it necessary to make changes in the work to be performed hereunder, he may do so only by written order. If such changes cause an increase or decrease in the amount due for apparatus sold hereunder, or in the time required for completion of resulting order, an equitable adjustment shall be made and the order shall be modified accordingly.

7. TERMINATION

In the event Purchaser, due to good and sufficient cause, desires to effect cancellation of sales or services sold hereunder, notice shall be given in writing to the Company.

The Company shall thereupon, as directed, cease work and deliver to the Purchaser all completed and partially completed articles and materials and work in process. The Purchaser shall pay the Company the following:

- (a) The price provided in the order for all articles or materials which have been completed prior to termination.
- (b) Actual expenditures made by the Company in connection with the incompleting portion of the order, including reasonable cancellation charges paid by the Company for which it may be liable on account of commitments made under the order.
- (c) Reasonable estimated profits on the incompleting portion of the order multiplied by the percentage of completion of the incompleting portion of the order.

8. DEFERRED DELIVERIES

Deferred deliveries are subject to Company's approval. Should the Purchaser for good and sufficient cause desire that we hold up or defer deliveries until some later day, same shall be acceptable on the following conditions only:

- (a) Deferment period is not to exceed sixty days, at the end of which time, if no release is given, Company reserves the right to render invoice and make shipment of the completed portion of order to destination specified in Purchaser's order, or to warehouse such apparatus at Purchaser's expense.
- (b) On the incompleting portion of the order, if release is not given by the Purchaser at the expiration of sixty days, the Company reserves the right to make a cancellation charge on the same conditions and terms of payment as outlined above under "Termination."

9. PATENTS

The Company certifies that to the best of its knowledge the apparatus sold hereunder does not infringe any Patent granted to others by the United States of America or by any country foreign thereto. The Company does not assume any responsibility or liability for any claim of infringement brought against the Purchaser, its successors, assigns, customers or users of its product.

10. PAYMENTS

If, in the judgment of the Company, the financial condition of the Purchaser at any times does not justify continuance of the production or shipment on the terms of payment specified, the Company may require full or partial payment in advance.

Pro rata payments shall become due as shipments are made. If shipments are delayed by the Purchaser, payments shall become due from date when the Company is prepared to make shipment. If manufacture is delayed by the Purchaser, payment shall be made based on the contract price and the percentage of completion. Apparatus held for the Purchaser shall be at the risk and expense of the Purchaser.

11. FEDERAL AND STATE LAWS

The Company, to the best of its knowledge, is complying with The Fair Labor Standards Act, Public Contracts Act and all other applicable State and Federal Laws, and the orders and regulations issued thereunder.

12. GENERAL

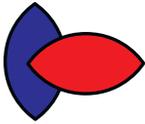
There are no understandings, agreements or warranties, either verbal or written, relating to the apparatus sold hereunder that are not fully expressed herein and no change in the terms hereof may be made except by a writing signed by both parties.

No statement, recommendation or assistance made or offered by Company through its representatives to the Purchaser or his representatives in connection with the use of any product sold by us shall be or constitute a waiver by Company of any of the provisions hereof or change the purchaser's liability as herein defined.

Seller represents that with respect to the production of the articles and/or the performance of the services covered by this proposal, it has fully complied with Section 12 (a) of the Fair Labor Standards Act of 1938, as amended.

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37 FORESTWOOD DR. • ROMEOVILLE, IL 60446-1343
(815) 886-9200 • FAX: (815) 886-4573
WWW.METROPOLITAININD.COM

QUOTATION

Page 1 of 6

TO: Mr. Zach Jardine
City of Warrenville
zjardine@warrenville.il.us

PROJECT: Lift Station SCADA Upgrade
Warrenville, Illinois
BIDS DUE: ASAP
ENGINEER: N/A

We are pleased to provide a QUOTE on the following equipment for the subject project.

LIFT STATIONS SCADA UPGRADE

Herrick Woods - Breme Lift Station

Addition of New PLC AB1400 and HMI.
Addition of Amp Meters, Current Transformers and I/O card.
Existing Antenna and Cable to Remain.
Misc. Antenna if required and New up to date Modem.
Installation and Update Program.

Cantera Lift Station - Diehl Road

Existing Traffic Box to Include the Following:

Addition of New PLC AB1400 and HMI.
Addition of Amp Meters, Current Transformers and I/O card.
Existing Antenna and Cable to Remain.
Misc. Antenna if required and New up to date Modem.
Installation and Update Program.

Cerney Park - Forestview Lift Station

Update Program on existing PLC and New HMI.
Installation and Addition of Amp Meters, Current Transformers and I/O card.
Existing Antenna and Cable to Remain.
Misc. Antenna if required and New up to date Modem.

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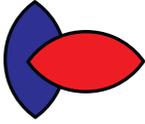
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Firm:	_____	Submitted:	<u>5/16/2025</u>
By:	_____	Void after:	<u>30 days</u>
Title:	_____	Prepared By:	<u>Ken Turnquist</u>

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QUOTATION

Page 2 of 6

PROJECT: Lift Station SCADA Upgrade
Warrenville, Illinois

Continued From Page #1

3S632 Warren Avenue Lift Station

Update Program on existing PLC and New HMI.
Installation and Additon of Amp Meters, Current Transformers and I/O card.
Existing Antenna and Cable to Remain.
Misc. Antenna if required and New up to date Modem

28W523 Riverview Street Lift Station (Post Office)

Existing RTU Panel in Traffic Box to be Removed.
Addition of New Control Panel Inside Existing Traffic Box and New Junction Box.
New control panel to include: Circuit Breakers, Contactors, Overload, Disconnect, PLC, HMI.
Existing Antenna and Cable to Remain.
Misc. Antenna if required and New up to date Modem.
Installation of New Panel and Installation of Additional Conduit.

Emerald Green - 29W336 John Bardeen Drive Lift Station

New Panel in Existing Traffic Box to Include the Following:

New Control Panel Enclosure NEMA 1 Painted Mild Steel with New LMSII Controller, PLC, HMI, Power Components,
Amp Meters, Current Transducers, and I/O card.
Existing Antenna and Cable to be Reused.
New up to date Modem.
Removal of Existing Subpanel and Reinstall New Subpanel Inside Traffic Box.

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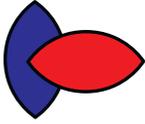
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QUOTATION

Page 3 of 6

PROJECT: Lift Station SCADA Upgrade
Warrenville, Illinois

Continued From Page #2

2S525 River Oaks Dry Pit Lift Station

Existing Panel and Existing Traffic Box to Include the Following:

- Update Program on existing PLC and New HMI.
- Installation and Additon of Amp Meters, Current Transformers and I/O card.
- Existing Antenna and Cable to Remain.
- Misc. Antenna if required and New up to date Modem.

Fox Hollow 1S681 Essex Lane Deep Dry Pit Lift Station

Existing Panel to Include the Following:

- Update Program on existing PLC and New HMI.
- Installation and Additon of Amp Meters, Current Transformers and I/O card.
- Existing Antenna and Cable to Remain.
- Misc. Antenna if required and New up to date Modem.

Riverside Lift Station

Existing traffic box to Include the Following:

- Addition of New PLC AB1400 and HMI.
- Installation and Additon of Amp Meters, Current Transformers and I/O card.
- Existing Antenna and Cable to Remain.
- Misc. Antenna if required and New up to date Modem.
- Installation and Update Program.

Williams Lift Station

Existing traffic box to Include the Following:

- Addition of New PLC AB1400, HMI, and I/O Card.
- Installation and Additon of Amp Meters, Current Transformers and I/O card.
- Existing Antenna and Cable to Remain.
- Misc. Antenna if required and New up to date Modem.
- Installation and Update Program.

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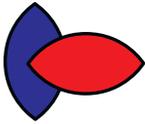
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QUOTATION

Page 4 of 6

PROJECT: Lift Station SCADA Upgrade
Warrenville, Illinois

Continued From Page #3

Ray Street Control Panel Replacement

Control Panel Replacement With Painted Steel Traffic Box Enclosure and Accessories

Qty (1) UL approval

Qty (1) Weather Protected pad Mounted Freestanding Traffic Enclosure, Painted Steel, Nema 3R

Qty (1) Fan / Filter Kit

Qty (1) GFIC Convenience Outlet

Qty (1) Heater and thermostat

Qty (1) Cord Reel Dop Light

Pump Control Panel To Include The Following

Duplex LMSII, 240 volt, 3 phase, 60Hz, 15.2 FLA, 5HP

Qty (1) Control Panel Enclsoure Nema 1 with Sub panel

Qty (1) Micrologix 1400 PLC, 24V power, & I/O

Qty (1) Memory Module

Qty (1) Serial Null Modem cable

Qty (1) 7" Touchscreen, 2 Comm Ports, Ethernet Port

Qty (2) Seal Fail Sensor For Hydromatic Pumps, 8 Pin

Qty (1) Intrinsically Safe Barrier for transducer

Qty (1) Intrinsically Safe Relay for float switches, 5 channel

Qty (1) Phase Monitor

Qty (1) Non-Fused Disconnect, 600V 100A 3P, 24v Control, 5HP

Qty (1) Disconnect Handle

Qty (1) Shaft for handle disconnect

Qty (2) Motor Starters Contactor

Qty (2) Thermal Overload Relays

Qty (2) Circuit breakers, TM, Recessed panel Din Rail Mount

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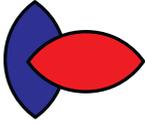
TERMS: Net 30 days from the date of invoice. All invoices are payable in full when due, with no retainage allowed.

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Accepted: _____	Quotation No: <u>KT12225MN</u>
Firm: _____	Submitted: <u>5/16/2025</u>
By: _____	Void after: <u>30 days</u>
Title: _____	Prepared By: <u>Ken Turnquist</u>

METROPOLITAN PUMP COMPANY

A Division of Metropolitan Industries, Inc.



37 FORESTWOOD DR. • ROMEOVILLE, IL 60446-1343
(815) 886-9200 • FAX: (815) 886-4573
WWW.METROPOLITAININD.COM

QUOTATION

Page 5 of 6

PROJECT: Lift Station SCADA Upgrade
Warrenville, IL

Continued From Page #4

- Qty (1) Control Transformer with fuse clip
- Qty (1) Equipment Ground Bar
- Qty (1) Lot: Circuit breakers and fuse blocks
- Qty (1) Lot: Distribution block or distribution lugs
- Qty (1) Lot: Relays, Timers and Relay Sockets
- Qty (1) Duplex Outlet, 15A w/ cover and KO outlet Box
- Qty (1) DC Power Supply
- Qty (1) UPS Control Unit, Battery Module for Batteries and Gel Cell Battery
- Qty (1) 5 port Ethernet Switch, Unmanaged
- Qty (1) Ethernet Patch cable, 3' and 7'
- Qty (1) Cell Modem "LX40" 4G LTE Router, North America
- Qty (1) Din Rail Mounting Bracket
- Qty (1) Panorama Antennas Wmmg-7-27-5sp Wall Mount With Gain MIMO Ce
- Qty (2) Surge Protector for Duel WMMG ant
- Qty (10) 8240 Belden Coaxial Cable, RG58/U 50Ohm Imp. 20AWG
- Qty (1) Slim Line Relay, DPDT, 5A, 24V (Cell Modem Reset)
- Qty (1) Relay Base, 8 Blade, Screw Terminal, 8A (Cell Modem Reset)
- Qty (1) Retainer & Eject Lever for Slim Line Relay
- Qty (1) Radar Transducer and Submersible Transducer are included with Mounting Bracket (Primary and Back Up Control)
- Qty (4) Mechanical floats with Chain and Anchor Float Mounting Sytem and Bracket (Back Up Control)

Notes For Ray Street:

- Metropolitan to furnish new controls.
- Existing service disconnect, existing service, meter, and ATS to be reused
- Above pricing includes start up of system, on site training and freight.
- Verizon Cellular Service is already under a separate contract.
- Removal of existing control panel and set aside to temp for duration of install.
- Removal and replacement of control panel concrete pad.
- Furnish and install (2) additional conduits with conduit seals into wet well (welded hubs will be primed only).
- Pull and terminate pumps and level control.

<< THIS PROPOSAL IS CONTINUED ON THE FOLLOWING PAGE >>

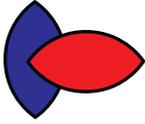
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QUOTATION

Page 6 of 6

PROJECT: Lift Station SCADA Upgrade
Warrenville, IL

Continued From Page #5

Exclusions (Ray Street):

- Only the items mentioned are included in this proposal. This proposal is to replace the existing traffic box enclosure controls and devices mentioned.
- Permits, fees, taxes, Utilities fees, allowances, premium time and bonding is not included.
- Outside Alarm light is not included in this proposal.
- ComEd Coordination is not included.
- Existing pumps remain and new pumps are not included.
- Concrete work is figured to not be required or included at this time.
- Temp power and bypass pumping.
- Repairs to, replacement, or relocation of new or existing utilities damaged or discovered during construction.

TOTAL PRICE FOR EQUIPMENT AND INSTALLATION AS DESCRIBED ON PAGES 1 THRU 6 OF THIS PROPOSAL:

\$219,525.00
(Taxes Not Included)

Notes:

- Includes installation of PLC's as mentioned.
- Includes programming updates on all PLCs.
- Pricing is based on the site visits made with the City of Warrenville.
- No specifications were provided at this time.
- Conduits if required are not included other than Ray Street.
- Assistance from the City of Warrenville may be required at times.
- Permits, performance bonding, premium time and other fees are not included.
- Taxes Not Included.

Due to the recently imposed tariffs by the federal government, all proposed pricing will need to be confirmed at the time of release to production and prior to acceptance of a purchase order agreement.

We regret that this is necessary and appreciate your continued business and support, however it is unclear at this time what impact the recent (or possible future) tariffs will have on the already volatile metals and other supply markets that serve our industry.

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STANDARD CONDITIONS OF SALE
(Domestic Shipments)

1. TERMS

Standard terms are net thirty days from date of invoice. Products are sold F.O.B. Factory unless otherwise stated. A 2% per month service charge is added to overdue accounts.

It is understood that the purchaser agrees to pay any and all costs incurred in collecting delinquent accounts, including by way of illustration but not limited to: reasonable attorney fees; costs of witnesses and expert witnesses, including travel from point of origin and return, subsistence and recompense for time lost from regular occupation; court costs, depositions, transcripts, etc.

Quotations are subject to acceptance within thirty days from the date, and in the interim, are subject to changes in price or other particulars upon notice.

All offers to purchase, quotations, and contracts of sales are subject to final acceptance by Metropolitan Pump (hereinafter called the Company) at its office at Romeoville IL: and shall be and constitute an Illinois Contract, subject to the laws of the State of Illinois.

2. SALES AND SIMILAR TAXES

Sales, use, occupational, excise, or other similar taxes are not included in the prices quoted and if this transaction is subjected to any such tax by any taxing authority whatever, the same must be added to the purchase price.

3. DELIVERIES

The Company shall be under no liability for failure to make deliveries where such failure to deliver may be due to fires, strikes, accidents, labor or transportation difficulties, car shortage, failure to obtain deliveries of materials, action of any State, Federal or local governments or other causes beyond its reasonable control.

4. ESTIMATED SHIPPING WEIGHTS

The Company will not be responsible for the accuracy of shipping weights submitted in quotations, as these weights are estimated weights, for use in computing probable freight charges.

5. GUARANTEES

RATED OUTPUT

The Company guarantees that the apparatus manufactured by it will deliver successfully its output as indicated on the nameplate, provided such apparatus is properly installed and maintained, correctly lubricated, operated under normal conditions and with competent supervision.

REPLACEMENT OF DEFECTIVE MATERIAL

Any pans which show faulty workmanship or material will be repaired or replaced without charge F.O.B. Company's works, provided such defects develop under normal and proper use within three months after date of shipment and provided Purchaser shall give notice in writing to the Company and a chance to inspect such defects before repairing or altering the product in any way. The correction of such defects by repair or replacement by the Company shall constitute a fulfillment of its obligation to the Purchaser.

NON-LIABILITY FOR LOSS OR DAMAGE

The Company will not be responsible for or liable for any loss or damage resulting from improper storage or handling prior to placing the apparatus in service and will not assume any responsibility, expense or liability for repairs made outside its works without proper written consent of the company. The Company will not be responsible or liable for any damage or loss resulting from installation or operation in any manner not complying with installation or operating instructions or drawings or with the ratings marked thereon.

CONTINGENT LIABILITY

The Company will not be responsible or liable in any way for consequential damage or contingent liability resulting from nondelivery, late delivery, function, malfunction or nonfunction or any equipment sold hereunder or resulting from any service provided or from malfeasance or nonfeasance of any service provided hereunder.

6. CHANGES

In event the Purchaser finds it necessary to make changes in the work to be performed hereunder, he may do so only by written order. If such changes cause an increase or decrease in the amount due for apparatus sold hereunder, or in the time required for completion of resulting order, an equitable adjustment shall be made and the order shall be modified accordingly.

7. TERMINATION

In the event Purchaser, due to good and sufficient cause, desires to effect cancellation of sales or services sold hereunder, notice shall be given in writing to the Company.

The Company shall thereupon, as directed, cease work and deliver to the Purchaser all completed and partially completed articles and materials and work in process. The Purchaser shall pay the Company the following:

- (a) The price provided in the order for all articles or materials which have been completed prior to termination.
- (b) Actual expenditures made by the Company in connection with the incompleting portion of the order, including reasonable cancellation charges paid by the Company for which it may be liable on account of commitments made under the order.
- (c) Reasonable estimated profits on the incompleting portion of the order multiplied by the percentage of completion of the incompleting portion of the order.

8. DEFERRED DELIVERIES

Deferred deliveries are subject to Company's approval. Should the Purchaser for good and sufficient cause desire that we hold up or defer deliveries until some later day, same shall be acceptable on the following conditions only:

- (a) Deferment period is not to exceed sixty days, at the end of which time, if no release is given, Company reserves the right to render invoice and make shipment of the completed portion of order to destination specified in Purchaser's order, or to warehouse such apparatus at Purchaser's expense.
- (b) On the incompleting portion of the order, if release is not given by the Purchaser at the expiration of sixty days, the Company reserves the right to make a cancellation charge on the same conditions and terms of payment as outlined above under "Termination."

9. PATENTS

The Company certifies that to the best of its knowledge the apparatus sold hereunder does not infringe any Patent granted to others by the United States of America or by any country foreign thereto. The Company does not assume any responsibility or liability for any claim of infringement brought against the Purchaser, its successors, assigns, customers or users of its product.

10. PAYMENTS

If, in the judgment of the Company, the financial condition of the Purchaser at any times does not justify continuance of the production or shipment on the terms of payment specified, the Company may require full or partial payment in advance.

Pro rata payments shall become due as shipments are made. If shipments are delayed by the Purchaser, payments shall become due from date when the Company is prepared to make shipment. If manufacture is delayed by the Purchaser, payment shall be made based on the contract price and the percentage of completion. Apparatus held for the Purchaser shall be at the risk and expense of the Purchaser.

11. FEDERAL AND STATE LAWS

The Company, to the best of its knowledge, is complying with The Fair Labor Standards Act, Public Contracts Act and all other applicable State and Federal Laws, and the orders and regulations issued thereunder.

12. GENERAL

There are no understandings, agreements or warranties, either verbal or written, relating to the apparatus sold hereunder that are not fully expressed herein and no change in the terms hereof may be made except by a writing signed by both parties.

No statement, recommendation or assistance made or offered by Company through its representatives to the Purchaser or his representatives in connection with the use of any product sold by us shall be or constitute a waiver by Company of any of the provisions hereof or change the purchaser's liability as herein defined.

Seller represents that with respect to the production of the articles and/or the performance of the services covered by this proposal, it has fully complied with Section 12 (a) of the Fair Labor Standards Act of 1938, as amended.

EXHIBIT B

INSURANCE COVERAGES

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

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Insurance will evidence that coverage applies in the State of Illinois.

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

All employees will be included as insureds.

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

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" basis.

Coverages will include:

- Broad Form Property Damage Endorsement

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

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering the Consultant against all sums that the Consultant may be obligated to pay on account of any liability arising out of this Agreement.

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

F. Owner as Additional Insured. City will be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify City as follows: City of Warrenville, including its City Council members and elected and appointed officials, its officers, employees, agents, attorneys, the Consultants, and representatives.

- G. Other Parties as Additional Insureds. In addition to City, the following parties will be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____
_____	_____

EXHIBIT C

CHANGE ORDER NO _____

In accordance with Section 2 of the Agreement dated _____, 20____ between the City of Warrentville (the "City") and Metropolitan Industries, Inc. (the "Consultant"), the Parties agree to the following Change Order No. ____:

1. Change in Contracted Services:

2. Change in Project Schedule (attach schedule if appropriate):

3. Change in Project Completion Date:

All Contracted Services must be completed on or before _____, 20____

4. Change in Compensation:

5. Change in Project Specific Pricing (if applicable).

**ALL OTHER TERMS AND CONDITIONS
OF THE AGREEMENT REMAIN UNCHANGED**

[signature page follows]

CITY

CONSULTANT

Signature
Director of Community and
Economic Development

Signature
Name (Printed or Typed)

_____, 20____
Date

_____, 20____
Date

If compensation greater than \$15,000 of the original Agreement price, then the City Council must approve the Change Order in advance and the City Administrator or Mayor's signature is required.

Signature
City Administrator

_____, 20____
Date

GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER

The City has developed digital map information through Geographic Information Systems Technology (“**GIS Data**”) concerning the real property located within the City. If requested to do so by the Consultant, the City agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the City will be limited to the scope of the Work that the Consultant is to provide for the City;

2. **Purpose of GIS Data.** The Consultant will limit its use of the GIS Data to its intended purpose of furtherance of the Work; and

3. **Agreement with Respect to GIS Data.**

a. **Trade Secrets of the City.** The GIS Data constitutes proprietary materials and trade secrets of the City and is the property of the City;

b. **Consent of City Required.** The Consultant may not provide or make available the GIS Data in any form to anyone without the prior written consent of the City.

c. **Supply to City.** At the request of the City, the Consultant will provide the City with all information that has been developed by the Consultant based on the GIS Data;

d. **No Guarantee of Accuracy.** The City makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant’s intended use of the GIS Data; and

e. **Discontinuation of Use.** At the time as the Services have been completed to the satisfaction of the City, the Consultant will cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the City will be afforded sufficient access to the Consultant’s premises and data processing equipment to verify that all use of the GIS Data has been discontinued.