



DU PAGE COUNTY

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

Stormwater Management Committee Final Summary

Tuesday, March 5, 2024

7:30 AM

3-500 B

1. CALL TO ORDER

7:30 AM meeting was called to order by Chair James Zay at 7:30 AM.

At 7:35 AM a motion was made by Member DeSart and Seconded by Member Brummel to allow Member Yusuf to participate remotely. Upon a voice vote, the motion passed with all ayes.

2. ROLL CALL

PRESENT	Brummel, DeSart, Eckhoff, Evans, Garcia, Hinterlong, Pojack, Pulice, Tornatore, and Zay
ABSENT	Nero
REMOTE	Yusuf

3. PUBLIC COMMENT

The following individual offered public comment:
Kay McKeen- SCARCE

4. CHAIRMAN'S REMARKS - CHAIR ZAY

4.A American Council of Engineering Companies of Illinois 2024 Engineering Excellence Award- Smith and Cambridge Drainage Improvement Project

5. APPROVAL OF MINUTES

5.A [24-0602](#)
Stormwater Management Committee Meeting-Regular Meeting- Tuesday, February 6, 2024

RESULT:	APPROVED
MOVER:	Sam Tornatore
SECONDER:	Paula Garcia

6. CLAIMS REPORTS

6.A [24-0783](#)
Schedule of Claims - February 2024

RESULT:	APPROVED
MOVER:	Nunzio Pulice

SECONDER: Lucy Evans

7. STAFF REPORTS

Motion to Combine Items

Member DeSart moved and Member Evans seconded a motion to combine items A through E. The motion was approved on voice vote, all "ayes".

7.A [24-0778](#)
March 2024 Spill Report

RESULT: ACCEPTED AND PLACED ON FILE
AYES: Brummel, DeSart, Eckhoff, Evans, Garcia, Hinterlong, Pojack, Pulice, Tornatore, and Zay
ABSENT: Nero
REMOTE: Yusuf

7.B [24-0779](#)
2024 Water Quality Public Meeting Comments and Comment Response Memo

RESULT: ACCEPTED AND PLACED ON FILE

7.C [24-0810](#)
February 2024 Currents E-Newsletter

RESULT: ACCEPTED AND PLACED ON FILE

7.D [24-0811](#)
2024 March Program and Event Update

RESULT: ACCEPTED AND PLACED ON FILE

7.E [24-0830](#)
ARPA Update

Chair Zay and Director Hunn addressed questions from Member DeSart regarding the ARPA update staff report.

RESULT: ACCEPTED AND PLACED ON FILE
AYES: Brummel, DeSart, Eckhoff, Evans, Garcia, Hinterlong, Pojack, Pulice, Tornatore, and Zay
ABSENT: Nero
REMOTE: Yusuf

8. ACTION ITEMS

8.A [24-0733](#)

Recommendation to Approve the FY2024 Water Quality Improvement Program Grant Project Rankings and Funding Recommendations.

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia

8.B [24-0771](#)

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage and the City of Warrenville, for Cost Share Additional Work Related to the West Branch River Restoration and Hydraulic Improvements Project, for the period of March 12, 2024 through November 30, 2025, for an agreement not to exceed \$25,000.

RESULT:	APPROVED
MOVER:	David Brummel
SECONDER:	Dawn DeSart

8.C [SM-P-0006-24](#)

Recommendation for the approval of a contract issued to Wang Engineering, Inc., for On-Call Geotechnical and Engineering services, for Stormwater Management, for the period of March 12, 2024 through November 30, 2024, for a contract total amount not to exceed \$40,000. Professional Services (Architects, Engineers, and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Chester Pojack
SECONDER:	Nunzio Pulice

8.D [PW-P-0006-24](#)

Recommendation for the approval of a contract to Sheffield Safety & Loss Control, LLC, for Safety Program Manager Services, for the period of April 1, 2024 to March 31, 2025, for a total contract amount not to exceed \$100,000 (Public Works \$25,000, Facilities Management \$25,000, Transportation \$25,000, and Stormwater \$25,000), per renewal option under bid #21-064-PW, first and final option to renew.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart

SECONDER: Paula Garcia

9. OLD BUSINESS

No old business was discussed.

10. NEW BUSINESS

Director Hunn addressed the recent and upcoming rainfall in the County.

11. ADJOURNMENT

A motion was made by Member Evans and Seconded by Member Garcia to adjourn at 7:43 AM. Upon a voice vote, the motion passed with all ayes.



Minutes

421 N. COUNTY FARM
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File #: 24-0602

Agenda Date: 3/5/2024

Agenda #: 5.A



DU PAGE COUNTY

Stormwater Management Committee

Final Summary

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Tuesday, February 6, 2024

7:30 AM

3-500 B

1. CALL TO ORDER

7:30 AM meeting was called to order by Chair James Zay at 7:30 AM.

2. ROLL CALL

County Board Member Patty Gustin was in attendance.

PRESENT	Brummel, DeSart, Eckhoff, Evans, Garcia, Hinterlong, Pojack, Pulice, Tornatore, Yusuf, and Zay
ABSENT	Nero

3. PUBLIC COMMENT

The following individual offered public comment:
Kay McKeen- SCARCE

4. CHAIRMAN'S REMARKS - CHAIR ZAY

Chairman Zay thanked Stormwater staff for all of their work during the recent rain and snowmelt.

5. APPROVAL OF MINUTES

5.A [24-0416](#)

Stormwater Management Committee Meeting-Regular Meeting- Tuesday, December 5, 2023

RESULT:	APPROVED
MOVER:	Nunzio Pulice
SECONDER:	Lucy Evans

6. CLAIMS REPORTS

6.A [24-0490](#)

Schedule of Claims Dec. 2023 - Jan. 2024

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia

7. STAFF REPORTS

Motion to Combine Items

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

Director Hunn and Chairman Zay addressed questions from Member DeSart regarding item 7.D of the staff reports.

- 7.A [24-0455](#)
2024 Water Quality Annual Public Meeting
- 7.B [24-0511](#)
2024 February Program and Event Update
- 7.C [24-0512](#)
December 2023 Currents E-Newsletter
- 7.D [24-0543](#)
Temporary License Agreement with the Village of Carol Stream
- 7.E [24-0551](#)
2023 Stormwater Management Department Annual Report

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Paula Garcia
SECONDER:	Dawn DeSart
AYES:	Brummel, DeSart, Eckhoff, Evans, Garcia, Hinterlong, Pojack, Pulice, Tornatore, Yusuf, and Zay
ABSENT:	Nero

8. ACTION ITEMS

- 8.A [24-0484](#)
Recommendation for the approval of a contract purchase order to Blueline Security Group, Inc. (Signal 88), for security services patrol tour at the Elmhurst Quarry, for Stormwater/Tort liability, for the period of April 1, 2024 through March 31, 2025, for a contract total amount not to exceed \$12,967.50; second of three optional renewals.

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia

8.B [SM-P-0004-24](#)

Recommendation for the approval of a contract to Atlas Engineering Group, LTD., for On Call Land Surveying Services, for Stormwater Management, for the period of February 13, 2024 through November 30, 2024, for a contract total amount not to exceed \$50,000; Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-bases selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Nunzio Pulice

8.C [SM-P-0005-24](#)

Recommendation for the approval of a contract to Fehr Graham, for Professional Engineering Services for the Capital Assessment and Reserve Study analysis associated Stormwater Flood Control Facilities, for the Stormwater Management Department, for the period of February 13, 2024 through November 30, 2024, for a contract total not to exceed \$165,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

Director Hunn gave the Committee an overview of the Capital Assessment and Reserve Study Analysis and addressed questions.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia

9. **OLD BUSINESS**

Member DeSart asked Director Hunn if there was anything that she'd like to highlight from the department's annual report. Director Hunn noted the ARPA projects and a few other items from the report.

10. **NEW BUSINESS**

No new business was discussed.

11. **ADJOURNMENT**

A motion was made by Member Pojack and seconded by Member Evans to adjourn at 7:42 AM. Upon a voice vote, the motion passed with all ayes.



Payment of Claims

421 N. COUNTY FARM
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File #: 24-0783

Agenda Date: 3/5/2024

Agenda #: 6.A

**DUPAGE COUNTY STORMWATER MANAGEMENT
SCHEDULE OF CLAIMS
February-24**

Vendor	Service	Amount
Robinson Engineering	On-call Engineering	\$849.87
Alta Equipment	Dingo Equipment	\$762.85
AutoZone	Plow lightbulb	\$16.99
B & H Photo	Switch	\$109.00
Core & Main	PVC pipes	\$1,621.76
Home Depot	Various supplies	\$85.62
Home Depot	Brush set	\$13.96
Home Depot	Soldering Kit/Spray bottle	\$29.46
Home Depot	Concrete Mix	\$35.92
Home Depot	Rebar	\$45.27
Home Depot	Various supplies	\$86.68
Kipps	Chainsaw chains	\$140.46
LA Fasteners	Dingo Equipment	\$16.60
Strand Associates	On-call Engineering	\$3,398.26
Vulcan	Stone	\$418.88
Cemcon	Floodplain mapping	\$2,660.25
Altorfer	Equipment rental	\$1,172.00
Altorfer	Equipment rental credit	-\$580.00
AT & T	Phone services	\$53.04
ComEd	397 Illini Dr. Electric service	\$637.98
ComEd	ES Fanchon 1S Electric service	\$681.17
IAFSM	IAFSM conference 3/12-3/13	\$430.00
Nicor	301 W. School St. Natural gas service	\$51.94
Paddock Properties	Public notice	\$121.90
Signal 88	Security services	\$976.50
USPS	Postage- December 2023	\$11.32
AT & T	Wooddale Itasca phone services	\$93.85
CA Short	Award gift	\$67.00
City of Wooddale	Water/Sewer 301 School St.	\$41.12
ComEd	NS School St. Electric service	\$1,105.22
ComEd	4525 Dumoulin Ave. Electric service	\$82.06
ComEd	4723 River Dr. Electric service	\$48.04
ComEd	4525 River Dr. Electric service	\$40.83
ComEd	NS CNWRR 1E Electric service	\$465.43
ComEd	701 W Third St. Electric service	\$21.89
ComEd	4013 Washington Electric service	\$32.00
ComEd	4720 Dumoulin Electric service	\$86.72
Conservation Foundation	Water quality education	\$4,980.00
Contigo	Permit review assistance	\$784.00
Hey & Associates	Prof. Engineering	\$4,783.42
HLR	Prof. Engineering	\$6,795.66
HLR	Prof. Engineering	\$973.00
SCARCE	Water quality education	\$7,083.33
V3	Native Vegetation Mgmt.	\$4,860.00
V3	Native Vegetation Mgmt.	\$377.00
AEP	Utility supply	\$84.63
AT & T	Private network for SWM	\$1,893.51
Baxter & Woodman	Storm sewer Mntc BMPs	\$1,958.43
ComEd	SS Hagar 1W Electric service	\$58.24
Encap	Native Vegetation Mgmt.	\$877.50
Grainger	Absorb booms	\$522.60

Hey & Associates	Prof. Engineering	\$5,069.09
AT & T	River Dumoulin Phone services	\$55.16
ERA	Floodplain mapping	\$1,071.00
Jenna Fahey	Reimb. for CPESC fee	\$189.95
V3	Lacey Creek Watershed	\$913.50
V3	On-call Engineering	\$12,047.71
A Block	Truck tipping	\$30.00
Advance Auto	credit for Battery	-\$27.00
Advance Auto	Various supplies	\$69.12
Angela Levernier	Membership fee Reimb.	\$310.00
AT & T	Long Distance phone service	\$46.73
V & R Tire	Vehicle repairs #30	\$99.00
Welch Bros.	Various supplies	\$1,936.00
Amazon	Charging cord/headphones	\$62.55
Firstnet/ATT	Cellular services	\$1,997.42
McGuire Woods	Lobbying services	\$2,500.00
AT & T	Phone services	\$51.73
AT & T	River Dumoulin Phone services	\$55.17
ComEd	150 N Il Rt.83 Electric service	\$260.13
ECT	HSPF Hydrologic	\$1,410.00
Vardal	Tripod	\$102.90
CDW-G	HB Docks/cables	\$844.00
AT & T	Armstrong Phone services	\$80.36
Conservation Foundation	Water quality education	\$4,380.00
Conservation Foundation	Water quality education	\$2,884.63
Nicor	800 N River Rd. Natural Gas service	\$152.93



Staff Report

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File #: 24-0778

Agenda Date: 3/5/2024

Agenda #: 7.A



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services

STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

FROM: Mary Beth Falsey, Stormwater Management

SUBJECT: Quarterly Spill Response Report

DATE: February 21, 2024

Stormwater Management staff receives notification of spill events through citizen reports, notification from municipalities, and through the Hazardous Materials Incident Reports sent from the Local Emergency Planning Committee (LEPC). Staff responds to spill events occurring in or near waterways and storm sewers. When needed, spill kits can be deployed to contain and absorb spills and prevent further release into storm sewers and waterways until the spiller can be identified and the spill cleanup conducted by a qualified environmental cleanup company. Stormwater Management staff also reports to the Illinois Environmental Protection Agency (IEPA) as to the status of the remediation or if additional cleanup is needed.

During the 1st quarter of 2024, oil and fuel spill reports were up significantly from previous years requiring staff to deploy oil booms to protect downstream waterways. Oil boom purchases to date in FY2024 are nearly equivalent to what was spent for the entirety of FY2023. Staff attributes this to better reporting and more agencies being aware of the services that Stormwater staff can provide. The following spill events occurred and were responded to in the 1st quarter of 2024:

Leaking Underground Storage Tank, Westmont, December 19, 2023

Stormwater Management staff received a Hazardous Materials Incident Report regarding an underground storage tank leak in Westmont. Staff verified no release offsite or into waterways and that there was no release beyond the immediate tank area.

Oil Sheen Report, Medinah, December 21, 2023

IEPA contacted Stormwater Management staff with a citizen report of an unknown person dumping oil into a storm drain. Staff inspected and traced the oil through the storm sewer system to a nearby pond. Oil booms were deployed at the outfall to



contain. Staff visited homes in the neighborhood to hand out brochures on illicit discharges and advised residents to contact us if they see anyone dumping into the drain. The impacted storm drain is owned by Bloomingdale Township who vacuumed out the catch basin. Stormwater staff reported back to IEPA on the actions taken.

Gasoline Spill, Lisle, December 29, 2023

Stormwater Management received a Hazardous Materials Incident Report regarding a fuel spill from a gas station in Lisle caused by someone driving over a dispenser. Remediation was conducted by an environmental cleanup company. Staff verified no release into downstream waterways.

Petroleum Spill, Unincorporated Burr Ridge, January 7, 2024

Stormwater Management was contacted via the County's 24-hr hotline regarding a fire at a trucking facility and subsequent release of fuel, oil, and other automotive fluids into the nearby Des Plaines River. Stormwater on-call crews arrived that night to place oil booms along the street and at the storm sewer outfall to the Des Plaines River. Stormwater staff met onsite with IEPA the following morning. Additional booms and absorbent pads were placed at the outfall to the Des Plaines River. USEPA arrived that afternoon with their cleanup contractor who worked on containment and remediation until the responsible party could hire their own. Stormwater Management staff notified the downstream community, Lemont, of the spill nearing their jurisdiction. USEPA oversaw cleanup of the fire site and the river.

Leaking Underground Storage Tank, Bensenville, January 16, 2024

Stormwater Management staff received a Hazardous Materials Incident Report regarding an underground storage tank leak in Bensenville. Staff verified no release offsite or into waterways and that there was no release beyond the immediate tank area.

Unknown Petroleum Leak, Westmont, January 19, 2024

Stormwater Management staff responded to a spill of an unknown petroleum product at a strip mall in Westmont after receiving a Hazardous Materials Incident Report. Staff assisted Westmont, various Fire Departments, USEPA, and IEPA in tracing and containment. Staff placed booms in a downstream pond as a precaution and assisted with tracing efforts through the storm sewer system. Field testing from US and IEPA concluded the spill was an unknown petroleum product that was dumped into a catch basin. USEPA oversaw cleanup which was conducted by the property owner's

contractor. Stormwater loaned a blower to the fire department to ventilate the sewer while cleanup was underway.

Oil Spill, Bensenville, January 25, 2024

Stormwater Management received a Hazardous Materials Incident Report regarding a spill from a 55-gallon barrel of used motor oil on a property in Bensenville. The spill occurred on the neighboring trucking facility and reached a parking lot and storm drains. Stormwater staff met with Village of Bensenville and the environmental cleanup company onsite and reviewed the plan for remediation. Staff inspected downstream to ensure no release into waterways and reported status of cleanup to IEPA.

Oil Sheen, Elmhurst, January 25, 2024

Stormwater Management was contacted by the City of Elmhurst regarding an oil sheen in Addison Creek. Staff responded to the site and placed oil booms in the creek. Stormwater and Elmhurst staff traced the sheen to a roadside inlet. No direct cause could be found. The sheen was concluded to have been caused by a leak from a vehicle on the roadway. Staff placed an additional boom in the nearest catch basin. Booms were left in place for several days to absorb the spill. Staff reported the incident to IEPA.

Diesel Fuel Spill, Unincorporated Glen Ellyn, January 30, 2024

Stormwater Management was forwarded a complaint that came through the Building & Zoning/ Environmental online complaint form regarding a leaking school bus at a bus facility in unincorporated Glen Ellyn. Stormwater staff inspected the site and found an oil sheen on the surface of the parking lot. Staff discussed the remediation plan with the facility's staff which included applying oil-dri and absorbent pillows on the parking lot and protecting storm sewer inlets with oil booms. Stormwater staff inspected downstream and found no release offsite or into waterways.

Leaking Underground Storage Tank, Elmhurst, February 1, 2024

Stormwater Management staff received a Hazardous Materials Incident Report regarding an underground storage tank leak in Elmhurst. Staff verified no release offsite or into waterways and that there was no release beyond the immediate tank area.

Petroleum Spill, Elk Grove Village, February 13, 2024

Stormwater Management received a Hazardous Materials Incident Report regarding a release of petroleum from a fire at a trucking facility in Elk Grove Village. Staff arrived onsite and placed oil booms in Willow Creek to contain. Met with IEPA onsite who coordinated remediation with the property owner.

Oil Spill, Bensenville, February 16, 2024

Stormwater Management was contacted by the Village of Bensenville regarding an oil spill on the roadway. A forklift carrying a large container of oil spilled it onto the road. Stormwater staff assisted with the development of a remediation and tracing plan and coordinated with IEPA. Village staff applied oil-dri to the roadway. The Bensenville Police Department investigated and worked to obtain security camera footage from nearby businesses to identify the spiller. The Village contracted a cleanup company to remediate while the investigation was underway.



Staff Report

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Watershed
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STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

FROM: Mary Beth Falsey, Stormwater Management

SUBJECT: Water Quality Program Public Comments

DATE: March 5, 2024

Stormwater Management staff created a virtual public meeting space in accordance with DuPage County's National Pollution Discharge Elimination Systems (NPDES) Permit No. ILR40 from the Illinois Environmental Protection Agency which allows us to discharge stormwater into waterways. The NPDES permit requires County hold at least one meeting annually for the public to provide input on the countywide water quality program. The virtual public meeting space included a recorded presentation and public comment portal. The public comment portal was opened February 7, 2024. A press release was posted on the County's website and shared with all 41 partner municipalities to post to their websites and share the portal information and comment opportunity with their residents.

The comment period officially ended February 21, 2024. During the comment period, a total of 7 comments were received. The public comments along with the response are attached.



Name	Date Submitted	Comment	Response
Linda Laux	2/8/2024	I've lived in Warrenville for two years and realized quickly that our water needed to be filtered in order to be drinkable. After discussing the water issue directly with the City Water Department, I found that the Well supplying the water to my Apartment building was located very close to the West Branch of the DuPage River. I've been told that our water is very safe, but reason tells my that if a well is located close to a not so clean river then it's logical that the well water would have pollutants in it.	DuPage County Stormwater Management does not supply drinking water. Please contact the DuPage County Health Department for information on well water.
Bill Mancillas	2/8/2024	I like the quality of our water at my residence in Wheaton.	Noted
Carole Ashtari	2/8/2024	Our water seems to have a mildewy smell and taste. The smell comes from all of the faucets and toilets. It has been going on and off for a few months. I don't believe this is normal. Please advise.	DuPage County Stormwater Management does not supply drinking water. Please contact your local public works department for information on drinking water. You may refer to your water bill for their contact information. If you are on a private well, please contact the DuPage County Health Department.
Anthony Crawford	2/8/2024	Water flowing into Lincoln Marsh has such a high mass of nitrogen compounds that by mid-June of each year the area smells like a swine farm. This results in uncontrolled algae and duckweed growth with all the bad consequences that you would expect. The source, or sources, should be identified and then remedial action can be considered. Perhaps it is runoff from over-fertilization of residential lawns?	Nitrogen loadings can come from a variety of sources, including industrial and municipal sewage effluent, septic systems, animal waste and from fertilizers. The Winfield Creek Watershed-Based Plan was created to identify causes and sources of waterway impairments and develop solutions in the form of projects and programs to be implemented. Links to completed watershed plans, as well as information on Sustainable Lawn Care, can be found on our website: www.dupagecounty.gov/swm
Kim Vought	2/9/2024	Municipalities current practice of only considering surface runoff to include sub-surface impacts.+ Get more aggressive on non permeable surfaces - further discourage any new non permeable surfaces/structures AND increase deterrents (possible taxation) on existing. Or - Encourage more environmentally friendly run off systems. And yes, shift away from swales, detention, retention ponds,...+ Get far more aggressive on Native Plantings with deep roots in every new project and retro fitting of older ones.+ Discourage and possible restrict use of chemicals on lawns. And increase fines on over applications and run off contaminants+ Tax extensively Medium to Large Corporations landscape watering. especially those doing so during a rain event. + Continue to provide, and Expand significantly, the education efforts for citizens, as well as corp entities on best practices, and doing better to eliminate any bad actors in the waste water stream.+ Shift from traditional Waste Water treatment to use of Digestors	The DuPage County Countywide Stormwater and Flood Plain Ordinance regulates new development to ensure it meets requirements on stormwater quantity and quality post development.
Henry Sikora	2/11/2024	I am concerned about microplastic levels in the water, especially since I have been personally removing polystyrene, styrofoam & plastic bags from Warrenville since March 2022.	Thank you for your contributions to help keep our waterways clean. DuPage County Stormwater Management discourages littering and sponsors volunteer programs such as the Adopt-A-Stream program and the Annual DuPage County River Sweep. To learn more, please visit www.dupagecounty.gov/swm
Liz Westergaard	2/20/2024	The proposed new parking lot on the east side of Gary Avenue, across the street from Cosley Zoo, proposed by the Wheaton Park District, is worrisome. They are proposing that the run-off from the proposed lot will be released into Winfield Creek, which runs directly into Lincoln Marsh. This isn't just stormwater, this is oil, gas, and other dripping car fluids, directly into the Winfield Creek Watershed. If this plan comes to fruition, which I hope that it doesn't, will someone be holding Mike Benard and the Wheaton Park District fully accountable for making sure that all of their plans are 100% truthful and 100% adherent to the DuPage County rules for discharging these toxic fluids into the Winfield Creek/Lincoln Marsh? Unbelievably, the Wheaton Park District does not seem to be mindful of this problem at all.Thank you for taking my opinion.	The DuPage County Countywide Stormwater and Flood Plain Ordinance regulates new development to ensure it meets requirements on stormwater quantity and quality post development.



Staff Report

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File #: 24-0810

Agenda Date: 3/5/2024

Agenda #: 7.C

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DuPage County Stormwater Management News & Updates

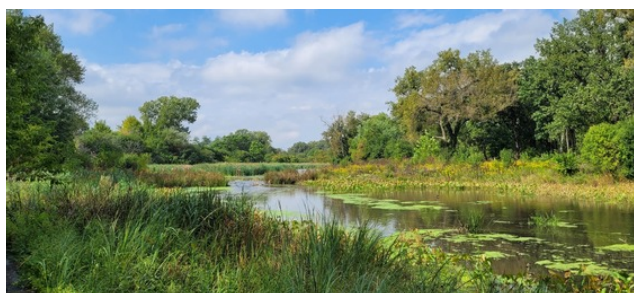
DuPage County, Illinois sent this bulletin at 02/16/2024 03:03 PM CST

February 2024

[View this email in your browser](#)



DuPage County Stormwater Management Releases 2023 Annual Report



Chuchill Woods Forest Preserve this past summer, one of the many beautiful wetlands SWM regulates across the County. Photo Credit: Austin Murray, Intern

SWM released its annual report for 2023 in early February. This year saw immense progress on flood control projects and stormwater infrastructure improvements across the County. Almost 50% of the Department's total allocation of \$22 million dollars from the American Rescue Plan Act (ARPA) was spent in 2023. Between in-house projects and partnerships with townships and municipalities, our work has resulted in 33,000 ft of new or restored storm sewers, 6 million gallons of new flood storage capacity, and reduced flooding impacts on hundreds of households.

[Read the Report](#)

SWM Sponsoring "Beyond the Basics" Next Thursday



SWM is sponsoring The Conservation Foundation's "Beyond the Basics" seminar next Thursday, February 24. This is a professional-gearred event that delves deeper into various problems and solutions in stormwater management. The event is free, but advanced registration is required. Find the agenda and registration info at the link below.

[More Info](#)

SWM Accepting Public Input on Water Quality Program

SWM is currently accepting input on their Countywide Water Quality Program. SWM has created a virtual meeting for the public to learn more about the program, as well as submit comments. The program includes DuPage County and 41 municipalities and townships partnering to meet water quality goals outlined by the

Around Town

SWM began construction on the Main Street Flood Storage Facility this month in Lisle. This nearly \$2.2 million project, funded entirely through American Rescue Plan Act (ARPA) funds, will provide 390,000 cubic feet of additional floodwater capacity and help to protect the surrounding community from widespread flooding. Weather dependent, this project is expected to be substantially complete this April.



Crews began initial tree clearing for the Main Street facility in mid-February.

Illinois Environmental Protection Agency.

[More Info](#)

Upcoming Events

"Planting and Caring for Understory Trees" Workshop

Tuesday, February 20, 2024, 5:30 P.M. - 6:30 P.M.

With spring almost upon us, join the [Chicago Regions Tree Initiative](#)'s Trinity Pierce on a short walk through a garden at the Morton Arboretum to learn about opportunities for enhancing the biodiversity and resilience of your native gardens by planting understory trees and shrubs. After the walk, we will go inside to learn more about the Chicago Region Tree Initiative's programs that help residents plant and care for trees as well as opportunities to get involved. Light snacks will be provided. Event is free with registration. Space is limited.

[More Info](#)

Beyond the Basics 2024

Thursday, February 22, 2024, 8:30 A.M. - 12:00 P.M.

SWM is sponsoring The Conservation Foundation's "Beyond the Basics" seminar next Thursday, February 24. This is a professional-gear event that delves deeper into various problems and solutions in stormwater management. The event is free, but advanced registration is required. Find the agenda and registration info at the link below.

[More Info](#)

"Beautifying and Maintaining Your Stormwater Management Areas" Virtual Workshop

Wednesday, March 20, 2024, 7 P.M. - 8 P.M.

SWM has invited Jack Pizzo of Pizzo & Associates, Ltd. to talk about what it takes to maintain detention basins on your property or in your HOA. While their primary function is to hold water, installing native plants can provide a host of other benefits. They not only make the basin more beautiful, they clean the water, reduce erosion on the banks, prevent algae from growing, and provide tons of habitat to local wildlife. Natural spaces need stewardship that can save money over the weekly-mowed lawn. The benefits start as soon as the work begins and grow rapidly over time. Come learn how you can make this happen!

[Register Here](#)



Stormwater Management Planning Committee

Deborah A. Conroy, Chair | Jim Zay, Committee Chair

David Brummel | Dawn DeSart | Lucy Chang Evans

Grant Eckhoff | Paula Deacon Garcia

Paul Hinterlong | Steve Nero | Chester Pojack

Nunzio Pulice | Sam Tornatore | Asif Yusuf

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Staff Report

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

File #: 24-0811

Agenda Date: 3/5/2024

Agenda #: 7.D



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services

STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

FROM: Sarah Hunn, P.E., Director- DuPage County Stormwater Management

SUBJECT: Stormwater Program Update March 2024

DATE: March 5, 2024

Watershed Planning

Lacey Creek:

Lacey Creek is located entirely within County Board District 2 and the majority of the watershed is within the Village of Downers Grove. The county consultant working on this plan has started to use the updated hydraulic model to analyze specific projects to address flooding concerns within the watershed. We anticipate the next Lacey Creek Stakeholder meeting to be scheduled in late March or early April.

Facilities/Operations/ Shared Services Projects

Shared Services/Drainage Projects:

Under the drainage program, staff continue to work on various drainage projects anticipated to begin in the upcoming months. Tree removals have begun now that the window is open to avoid impacting the endangered Northern Long Eared Bat. Various projects are also still under the permit application and review process, including a project in unincorporated Downers Grove, unincorporated Medinah, and unincorporated Wheaton.

The Stormwater Maintenance Crew recently met substantial completion for a shared services project for the Village of Bartlett. The project included replacement of a headwall and failing storm sewer, with associated rip rap stabilization. Final restoration will be completed in the upcoming months when it is an appropriate time for such activities. The Crew is also working on a collaborative project with the Elmhurst Park District to remove invasive trees adjacent to the Elmhurst Quarry.

Facilities/Operations:

The stormwater flood control facilities continue to be maintained on a regular basis. There have been no notable operations in the month of February.



Water Quality

Staff created a virtual public meeting space in accordance with DuPage County's NPDES Permit No. ILR40 from the Illinois Environmental Protection Agency which allows us to discharge stormwater into waterways. The virtual public meeting space included a recorded presentation and public comment portal which was open from February 7th through February 21st. A total of 7 comments were received.

Staff continue working with our consultant on the design of the Winfield Creek/Campus Stream Stabilization Project. This project is funded by the IL EPA and is anticipated to start construction in early 2024.

Regulatory

The Regulatory Group continues managing a significant workload, persistently ensuring compliance across all fronts, thereby upholding regulatory standards and the basic principles of the DuPage County Countywide Stormwater and Floodplain Ordinance.

Upcoming DuPage County Stormwater Management (SWM) Events

Date	Time	Event	Location	Host Organization	SWM Involvement	Audience	Register/Info
2/29/2024	10AM-2PM	Enhancing Countywide Infrastructure Planning in DeKalb County	2500 N. Annie Glidden Rd, DeKalb County	DeKalb County	Presenter	Professionals	N/A
3/1/2024	All Day	Teachers' Institute Day Quarry and Campus Tour	Elmhurst Quarry, County Campus	SCARCE	Sponsor, Host	Teachers	N/A
3/12-13/2024	All Day	IAFSM Annual Conference	Peoria, IL	IAFSM	Presenter	Professionals	TBA
3/20/2024	7PM-8PM	"Beautifying and Maintaining Detention Basins" Workshop	Virtual	TCF	Sponsor	General Public	Registration
3/21/2024	5:30PM-8PM	Mussel Matters Documentary Showing	North Central College	NCC	Panelist	Invite Only	TBA
4/25/2024	TBA	Water: Healthy Communities Presentation	SCARCE	League of Women Voters	Speaker	General Public	TBA



Staff Report

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

File #: 24-0830

Agenda Date: 3/5/2024

Agenda #: 7.E



**DUPAGE
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STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

FROM: Sarah Hunn, P.E., Director- DuPage County Stormwater Management

SUBJECT: ARPA Update March 2024

DATE: March 5, 2024

ARPA Update

Municipal & Township Match Funding:

Stormwater staff continues to receive and process reimbursement requests for ARPA projects completed by townships and municipalities. Staff have ongoing communication with each community with respect to status updates and reimbursement requests. Eight municipal and three township projects are expected to begin in the Spring of 2024. The department anticipates full expenditures to be reached by October 2024.

Through the local match program, the ARPA funds allocated to Stormwater Management ensured the successful installation of over 25,000 ft of storm sewers and stabilized an estimated 3,750 ft of streambanks to prevent erosion and improve water quality.

County Stormwater ARPA Projects:

The Main Street Storage Basin project in Lisle began with clearing the week of February 13, 2024. The contractor moved the schedule up due to the recent weather and construction commenced shortly thereafter. The project is expected to be substantially complete in early April, pending weather and any unforeseen circumstances.

Design of the St. Joseph Creek Condominiums flood gate and flood wall project (FEMA & ARPA funded) is ongoing. The project is located within the Village of Lisle and was identified within our St. Joseph Creek Watershed Plan. A floodway permit from IDNR/OWR has been issued for the building at 4721 St. Joseph Creek and additional permit applications to various regulatory agencies are underway. County staff and the Condominium Homeowners Association are preparing an agreement to define the design, construction, and maintenance responsibilities for the project.

Design of the Luther/Roosevelt Stormwater Project located in unincorporated DuPage County within York Township has been completed. This project was identified in our Sugar Creek Watershed Plan and is currently under review by regulatory agencies including DuPage County Stormwater Management and IDOT. The project is slated to be bid in late summer 2024 with construction starting soon after.



Once complete, the project will reduce flooding along Luther Avenue south of Roosevelt Road in unincorporated DuPage County. The lower flood elevations will allow access and egress to emergency vehicles in times of flooding and significantly improve the service life of the roadway. An IGA between DuPage County and York Township has been completed and signed by the Township.

Additional ARPA projects being overseen by in-house staff include the Tamarack Drive drainage project in unincorporated Glen Ellyn and Bluff Road drainage improvements in unincorporated Lemont; tree clearing has been completed for both projects. In the upcoming months, Country Club Highlands Phase II in unincorporated Elmhurst is expected to break ground; items for this project are currently in fabrication.

In 2023, the County's in-house program reduced flooding for 23 homes by expanding flood storage capacity and installing nearly 10,000 ft of new or upsized storm sewers. Approximately 55% of the Department's total allocation of \$22 million has been spent thus far. This investment has included the creation of 6 million gallons of new flood storage, reduced flooding impacts on 225 households, and will drastically improve our localized stream water quality.



Action Item

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

File #: 24-0733

Agenda Date: 3/5/2024

Agenda #: 8.A



**DUPAGE
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Watershed
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Flood Operations
& Maintenance

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STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

FROM: Mary Beth Falsey, Stormwater Management

SUBJECT: Water Quality Improvement Program Grant Recommendations FY24

DATE: February 14, 2024

Action Requested: Staff is requesting approval of the FY2024 Water Quality Improvement Program Grant funding recommendations

The Stormwater Management Planning Committee’s Water Quality Improvement Program (WQIP) assists qualified applicants with funding projects that benefit water quality through the reduction of pollutant loads, including total suspended solids, nutrients, metals, and chlorides, into the County’s impaired waterways. Through the WQIP, qualified projects are funded at a maximum of twenty-five percent of the project’s construction costs depending on the availability of funds and expected water quality benefits. This year, 9 applications for grant funding were received with total costs for those projects estimated at approximately \$10,542,289. Staff’s recommendations for the allocation of budgeted funds for fiscal year 2024 are detailed below for your approval.

Project	Total Project Cost	Total Eligible Cost	Staff Recommended Funding	Recommended %
Borse Park Stream and Pond Enhancement- Village of Willowbrook	\$375,000	\$375,000	\$60,000	16%
Klein Creek Streambank Stabilization - Section III- Village of Carol Stream	\$2,270,000	\$2,270,000	\$100,000	4%
Lake Becerra Shoreline Stabilization and Naturalization Project- Village of Glendale Heights	\$1,223,255	\$1,223,255	\$90,000	7%
Permeable Pavers at the Community Garden Plots- Naperville Park District	\$1,057,689	\$1,057,689	\$60,000	6%
Total	\$4,925,944	\$4,925,944	\$310,000	





Stormwater Requisition under \$30,000

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

File #: 24-0771

Agenda Date: 3/5/2024

Agenda #: 8.B



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$25,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 03/05/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$25,000.00
	CURRENT TERM TOTAL COST: \$25,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: City of Warrenville	VENDOR #: 10059	DEPT: Stormwater Management	DEPT CONTACT NAME: Sarah Hunn
VENDOR CONTACT: Kristine Hocking	VENDOR CONTACT PHONE: 630/836-3066	DEPT CONTACT PHONE #: 630-407-6676	DEPT CONTACT EMAIL: Sarah.Hunn@dupagecounty.gov
VENDOR CONTACT EMAIL: khocking@warrenville.il.us	VENDOR WEBSITE: https://www.warrenville.il.us/305/Public-Works	DEPT REQ #: 1600-2405	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). \$25,000 - The restoration involves additional riparian restoration, including the planting of trees, shrubs and native seed within the restoration area, this is an Intergovernmental Agreement with the City of Warrenville.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Intergovernmental Agreement between The County of DuPage and the City of Warrenville for cost share additional work related to the West Branch River restoration and hydraulic improvements project.			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. IGA (INTERGOVERNMENTAL AGREEMENT)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: City of Warrenville	Vendor#: 13391	Dept: Stormwater Management	Division:
Attn: Kristine Hocking	Email: khocking@warrenville.il.us	Attn: Sarah Hunn	Email: Sarah.Hunn@dupagecounty.gov
Address: 35258 Manning Avenue	City: Warrenville	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60555	State: IL	Zip: 60187
Phone: 630/836-3066	Fax: 630/393-1531	Phone: 630-407-6676	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Mar 12, 2024	Contract End Date (PO25): Nov 30, 2025
Contract Administrator (PO25): Alicia Favela-Perez			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		WBDR restoration improvements	FY24	1600	3000	53830		20,000.00	20,000.00
2	1	EA		WBDR restoration improvements	FY25	1600	3000	53830		5,000.00	5,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 25,000.00

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

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

RESOLUTION NO. R2024-13

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE COUNTY OF DUPAGE, ILLINOIS
FOR WEST BRANCH DUPAGE RIVER RESTORATION IMPROVEMENTS**

WHEREAS, the 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 the County of DuPage ("**County**") is an Illinois county governed by the Illinois Counties Code, 55 ILCS 5/1 *et seq.*; and

WHEREAS, the City and the County are both public agencies under the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* and are authorized to exercise their powers and duties in a cooperative manner among themselves as public agencies; and

WHEREAS, the City and the County desire to construct certain riparian restoration improvements along the bank of the West Branch of the DuPage River located adjacent to 28W224 Warrenville Road, including, without limitation, the planting of trees and shrubs ("**Project**"); and

WHEREAS, the City and the County desire to enter into an intergovernmental agreement pursuant to which the City and the County will share the cost of the Project ("**Agreement**"); and

WHEREAS, the estimated cost of the Project is \$36,000.00; and

WHEREAS, pursuant to the Agreement, the County will reimburse the City for up to \$25,000.00 of allowable costs related to the Project; 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 the County;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DU PAGE 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 Agreement. The Agreement with the County, substantially in the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Administrator, is hereby approved.

SECTION 3: Execution. The Mayor and City Clerk of the City are authorized and directed to execute and affix the City seal to the Agreement and transmit executed and sealed copies to the County.

SECTION 4: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

[Voting record and signature page follows]

PASSED THIS 20th day of February, 2024.

AYES: Aids: Lockett, Barry, Davolos, Wilkie, Augustynowicz, and Kruckenberg

NAYS: None

ABSENT: Aids: Aschauer and Weidner

ABSTAIN: None

APPROVED THIS 20th day of February, 2024.



MAYOR

ATTEST:



CITY CLERK

#60353088_v1

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE,
ILLINOIS AND THE CITY OF WARRENVILLE FOR COST SHARE ADDITIONAL WORK
RELATED TO THE WEST BRANCH RIVER RESTORATION AND HYDRAULIC
IMPROVEMENTS PROJECT**

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE,
ILLINOIS AND THE CITY OF WARRENVILLE FOR COST SHARE ADDITIONAL WORK
RELATED TO THE WEST BRANCH RIVER RESTORATION AND HYDRAULIC
IMPROVEMENTS PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this __ day of March 2024 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and the CITY OF WARRENVILLE, an Illinois home rule municipality, with offices at 3S258 Manning Avenue, WARRENVILLE, IL 60555 (hereinafter referred to as the CITY).

R E C I T A L S

WHEREAS, the CITY and the COUNTY are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to construct stormwater management and flood control facilities (55 ILCS 5/5-1062 and 5/5-15001, et seq.); and

WHEREAS, the Illinois General Assembly has granted the CITY authority to construct stormwater management and flood control facilities (65 ILCS 5/11-110-1 and 5/11-112-6); and

WHEREAS, pursuant to its authority, the COUNTY has completed a project to construct stormwater management and flood control facilities known as the West Branch River Restoration and Hydraulic Improvements Project (the “PROJECT”); and

WHEREAS, the PROJECT involved construction of various improvements intended to provide stormwater management and flood control benefits to residences and businesses located within the CITY’S municipal territory and the proximate unincorporated areas; and

WHEREAS, the COUNTY and the CITY entered in to an MOU in 2016 for the allocation of excess compensatory storage created during the construction of the “PROJECT; and

WHEREAS, the CITY has and the COUNTY have jointly agreed to share the costs of the additional riparian restoration (the “RESTORATION”) located along the bank of the West Branch of the DuPage River adjacent to the property commonly known as 28W224 Warrenville Road, Warrenville, Illinois, which is within the PROJECT area (the “RESTORATION AREA”); and

WHEREAS, the COUNTY’s cost for the RESTORATION will not to exceed twenty-five thousand dollars (\$25,000.00); and

WHEREAS, the CITY will pay the entire cost of the RESTORATION up front and the COUNTY will reimburse the CITY for its qualified expenses and costs in accordance with this AGREEMENT; and

WHEREAS, the CITY shall share any reasonably available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

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

1.0 INCORPORATION AND CONSTRUCTION.

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

2.0 PROJECT DESCRIPTION.

- 2.1 The RESTORATION involves additional riparian restoration, including the planting of trees, shrubs and native seed within the RESTORATION AREA.
- 2.2 The Compensatory Storage Request, included herewith as “Attachment A” shall be developed in substantial accordance with the engineering report prepared on the CITY’s behalf by Engineering Resource Associates (the “ENGINEERING

REPORT”), which ENGINEERING REPORT is also incorporated herein by reference but is not attached hereto due to space limitations.

3.0 FUNDING.

3.1 The total construction costs related to the RESTORATION are estimated to be thirty-six thousand dollars (\$36,000). The COUNTY’s maximum reimbursement amount is \$25,000, or the costs quoted or bid for the RESTORATION work, whichever is less. The anticipated cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

CITY OF WARRENVILLE	\$11,000
COUNTY OF DUPAGE	\$25,000
TOTAL	\$36,000

3.2 The CITY shall be responsible for bearing any cost overruns or expenses in excess of the estimated RESTORATION cost listed in Paragraph 3.1, regardless of the cause, unless the CITY and COUNTY agree to apportion such extra costs (through an amendment consistent with Paragraph 8.1) before they are incurred.

3.3 This AGREEMENT shall in no way obligate the CITY to undertake the RESTORATION if the CITY, in its sole discretion, determines that it is no longer in the CITY’s best interest to proceed with the RESTORATION. However, in the event the RESTORATION is not substantially completed by November 30, 2025, the CITY shall promptly reimburse the COUNTY any monies paid by the COUNTY to the CITY pursuant to this AGREEMENT.

3.4 The CITY may only seek COUNTY reimbursement for allowable RESTORATION expenses incurred on, or before, November 30, 2025. Allowable expenses incurred and paid by the CITY in relation to the RESTORATION shall include third-party professional services including direct and indirect costs for the initial installation of riverine, riparian plantings, including but not limited to: topsoil, native seed, erosion control blanket, native trees, native shrubs, and native plugs..

4.0 CITY’S RESPONSIBILITIES.

4.1 The CITY shall be responsible for the preparation of the plans, specifications, and bid/quotation documents for the RESTORATION. The CITY shall select, and contract with, all vendors providing professional services for the RESTORATION.

4.2 The CITY shall be responsible for successful completion of all phases of the RESTORATION, from design and construction through maintenance.

- 4.3 The CITY shall be responsible for securing all local, county, state, and federal permits necessary for completion of the RESTORATION.
- 4.4 The CITY shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether particular RESTORATION components qualify as allowable expenses.
- 4.5 The CITY shall be responsible for obtaining all required land rights necessary, as determined in the sole discretion of the City, for the completion of the RESTORATION.
- 4.6 The CITY shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The CITY shall make direct payments, or cause to have payments made, to all parties providing services related to this agreement. This requirement will not affect the COUNTY'S obligation to reimburse the CITY in the amounts herein agreed upon, nor shall this provision affect the CITY'S obligation to repay the COUNTY in the event the RESTORATION is not undertaken or completed, as established in Paragraph 3.3.
- 4.8 The CITY shall make any data collected from the RESTORATION available to the COUNTY upon reasonable request by the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the RESTORATION area to observe and review RESTORATION work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.). The COUNTY shall provide the CITY reasonable advanced notice of when the COUNTY requires such access.
- 4.9 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the RESTORATION. The CITY and CITY'S contractors shall be solely responsible for the safety of all individuals performing work on the RESTORATION. The CITY shall take such measures as are reasonably necessary to ensure that its contractors maintain the RESTORATION AREA in a safe condition and install appropriate barricades and warning signs, and the CITY shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the CITY beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this RESTORATION.

5.0 COUNTY'S RESPONSIBILITIES.

5.1 The COUNTY shall cost share in the RESTORATION as follows:

5.1.1 The COUNTY shall reimburse the CITY for approved costs incurred and paid for by the CITY associated with the PROJECT up to a maximum amount of \$25,000 of the RESTORATION, as specified in Paragraph 3.1.

5.1.2 The total reimbursement amount paid by the COUNTY shall not exceed twenty-five thousand dollars (\$25,000).

5.1.3 The COUNTY shall not be obligated to pay invoices received after December 30, 2025, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.

5.1.4 The COUNTY shall not reimburse for any work completed before entering into this Agreement, nor shall the COUNTY reimburse for any work completed after November 30, 2025.

5.2 The CITY will ensure that the COUNTY has unlimited, but reasonable access to the RESTORATION AREA to observe and review RESTORATION work related documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the RESTORATION.

6.0 GOVERNMENT REGULATIONS.

6.1 The CITY shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the RESTORATION.

7.0 INDEMNIFICATION.

7.1 The CITY shall indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable 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 CITY'S performance under this AGREEMENT to the fullest extent the CITY is so authorized under the law; provided, however, that the CITY shall not be obligated to indemnify, hold harmless and defend the COUNTY for any

negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.

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

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- 9.1.1 December 30, 2025, or to a new date agreed upon pursuant to Section 8.2 of this Agreement, by the parties.

9.1.2 The completion by the CITY and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 30, 2025.

10.0 ENTIRE AGREEMENT.

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between parties related to the subject matter of this AGREEMENT.
- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, regarding the subject matter of this AGREEMENT other than those contained herein.
- 10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

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

12.0 GOVERNING LAW.

- 12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

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

Public Works Director
CITY of WARRENVILLE
3S258 Manning Avenue

WARRENVILLE, IL
60555

DuPage County State's
Attorney's Office
ATTN: Civil Bureau

503 N. County Farm Rd.
Wheaton, Illinois 60187
Sarah Hunn
Director

DuPage County
Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

15.0 NO WAIVER OF TORT IMMUNITIES

15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to either parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

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

COUNTY OF DUPAGE

CITY OF WARRENVILLE

Deborah A. Conroy,
Chair




David Brummel
Mayor

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk



Julie Clark
City Clerk



ATTACHMENT A
COMPENSATORY STORAGE REQUEST FROM CITY TO COUNTY



City of Warrenville
35258 Manning Avenue
Warrenville, IL 60555

(630) 836 3050 tel
(630) 393 1531 fax
www.warrenville.il.us

January 16, 2024

Mrs. Sarah Hunn, Director
DuPage County Stormwater Management
421 North County Farm Road
Wheaton, IL 60187

RE: CITY OF WARRENVILLE – COMPENSATORY STORAGE REQUEST

Dear Director Hunn,

As part of DuPage County Stormwater Management's flood protection improvements, bridge replacement and river re-meander projects in 2012-2016, excess volume was created in the regulatory floodplain. A MOU, dated April 6 2015, was created to document the County's control of the excess volume (13,000 cubic yards) with willingness to allocate the volume to the City on a case-by-case basis as needed for future projects.

In 2020, the City acquired the former Phillips 66/Citgo gas station on the NE corner of Warrenville Road and Batavia Road. Since that point, the City has been working diligently to demolish the existing structures and perform environmental remediation on the property. As part of the final site project in spring 2024, the City will perform the final environmental remediation task and will lay the foundation for future development on this property and to the City owned properties to the north. In order to construct a parking lot with a reasonable ADA slope, fill must be brought into the site. Some of this fill will be located in the floodplain.

We understand that 1,613.3 cubic yards of fill was already used to remove 3 Warrenville homes from the floodplain, leaving 11,386.7 cubic yards of 0-10 year floodplain still available. The City of Warrenville is requesting DuPage County authorization to utilize available compensatory storage in the West Branch DuPage River in the area of Warrenville Road and River Road for our Old Town Redevelopment Site #2 Phase 1 Improvements for the 0-10 year floodplain of 44,019 cubic feet or **1,630.3 cubic yards**. The 0-10 year floodplain is effective storage as the fill is located within the 0-10 year elevations of the floodplain of the West Branch adjacent to where the excess compensatory storage is located and is hydraulically connected. The fill for the 10-100 year floodplain will be compensated onsite.

This is a very unique and important project in our "Old Town" area. City staff are excited about the development possibilities and this project is the first step. Time is of the essence as the remediation work (and this construction work) must be completed by summer in order to obtain a No Further Remediation letter from the IEPA by September 2024.

If you require any additional information, please feel free to contact Kristine Hocking, Senior Civil Engineer, directly at (630) 836-3066 or khocking@warrenville.il.us.

Sincerely,

David Brummel, Mayor
City of Warrenville

Attachments



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0006-24

Agenda Date: 3/5/2024

Agenda #: 8.C

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND WANG ENGINEERING, INC.
FOR ON CALL GEOTECHNICAL AND ENGINEERING SERVICES

WHEREAS, the COUNTY by virtue of its power set forth in “Counties Code” (55 ILCS 5/5-1001 et seq.) and its authority to manage and mitigate the effects of urbanization on stormwater drainage in DuPage County pursuant to Chapter 55, paragraph 5/5-1062.3 is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires various professional services (surveying, wetland analysis, flood plain modeling, etc.), on an on-call basis, as necessary for its facilities, small-scale stormwater management and drainage investigations (hereinafter referred to as “PROJECT” or “Work Orders”), and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional services required by the County and is willing to perform the required services, as needed on an on-call basis, for an amount not to exceed forty thousand dollars and no cents (\$40,000.00).

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 PROJECT necessitates this scope of work.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Wang Engineering, Inc., is hereby accepted and approved in an amount not to exceed forty thousand dollars and zero cents (\$40,000.00) and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Wang Engineering, Inc., Attn: Corina Farez, 1145 N. Main Street, Lombard, IL 60148; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 12th day of March, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-0768	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$40,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 03/05/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$40,000.00
	CURRENT TERM TOTAL COST: \$40,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Wang Engineering, Inc.	VENDOR #: 13391	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Corina Farez	VENDOR CONTACT PHONE: 630-953-9928	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: cfarez@wangeng.com	VENDOR WEBSITE: wangeng.com	DEPT REQ #: 1600-2404	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). \$40,000 - On-Call Geotechnical and Engineering Services to support the Stormwater Management Department's watershed planning, project design, land acquisition, drainage and in-house design activities.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Stormwater Management has plans for many upcoming projects located throughout the county. Staff is in need of a firm capable of assisting with various geotechnical testing services to assist with investigation, design and bidding of these drainage and flood control projects.			

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

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Stormwater Management only selects Professional Geotechnical firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Qualifications were sent to firms throughout the industry. Statements of Interest were received from 5 firms. Stormwater staff utilized an evaluation team to review and rank firms, taking into consideration the qualifications of the firm, experience of key personnel, and understanding of unique stormwater scope of services.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). Staff recommendation is to award a contract to Wang Engineering, Ltd.. Other options would be to hire staff and equipment to complete the work or not complete the necessary geotechnical work for these projects. These other options are not recommended by Stormwater staff. It would not be financially responsible to hire additional staff and equipment for this work, and not completing the work would leave the project designs incomplete, leading to higher bid prices.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Wang Engineering, Inc.	Vendor#: 13391	Dept: Stormwater Management	Division:
Attn: Corina Farez	Email: cfarez@wangeng.com	Attn: Jamie Lock	Email: jamie.lock@dupagecounty.gov
Address: 1145 N. Main Street	City: Lombard	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60148	State: IL	Zip: 60187
Phone: 630-953-9928	Fax:	Phone: 630-407-6705	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Mar 12, 2024	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Alicia Favela-Perez			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		On-Call Geotechnical and Engineering Services to support the Stormwater Management Department	FY24	1600	3000	53010		40,000.00	40,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 40,000.00

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

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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND WANG ENGINEERING, INC.
FOR ON CALL GEOTECHNICAL AND ENGINEERING SERVICES

This Professional Service Agreement (“AGREEMENT”), is made this 12th day of March, 2024 between 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 Wang Engineering, Inc., an Illinois corporation licensed to do business in the State of Illinois, with offices at 1145 Main Street, Lombard, IL 60148; hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

R E C I T A L S

WHEREAS, the COUNTY by virtue of its power set forth in “Counties Code” (55 ILCS 5/5-1001 et seq.) and its authority to manage and mitigate the effects of urbanization on stormwater drainage in DuPage County pursuant to Chapter 55, paragraph 5/5-1062.3 is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires various professional services (surveying, wetland analysis, flood plain modeling, etc.), on an on-call basis, as necessary for its facilities, small-scale stormwater management and drainage investigations (hereinafter referred to as “PROJECT” or “Work Orders”), and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional services required by the County and is willing to perform the required services, as needed on an on-call basis, for an amount not to exceed forty thousand dollars and no cents (\$40,000.00).

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 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 a part thereof.

2.0 SCOPE OF SERVICES.

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. Services are to be provided by the CONSULTANT upon request by the COUNTY as approved Work Order(s) with a not to exceed amount for each Work Order. 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 groups and the CONSULTANT concerning the PROJECT or Work Order(s).
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT or approved Work Order(s). Any such changes, including any increase or decrease in CONSULTANT'S compensation or 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. For Work Orders, changes shall be documented by an amendment to the originally approved Work Order, or by issuance of a new Work Order to cover the changes in scope provided that the increase does not increase the total compensation set forth in this AGREEMENT.
- 2.4 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its vendors/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 Director of Stormwater Management 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 Stormwater Management Department.
- 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 CONSULTANT, as provided for in this AGREEMENT, including, but not 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 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(s) 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 Paragraphs 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 or professional services on the PROJECT or Work Order after the COUNTY issues its written Notice to Proceed for any approved Work Order(s). The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in the Scope of Work, The CONSULTANT shall submit a schedule for completion of each Work Order within ten (10) days of the written approval of said Work Order(s) by the COUNTY. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2024 unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES.

- 6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or within fourteen (14) days following a notice of termination, or when the Director directs, the deliverables specified in Exhibit "B" [or] approved Work Order(s), [or] as otherwise agreed to by the COUNTY and CONSULTANT.

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 forty thousand dollars and no cents (\$40,000.00). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT’s staff and/or the fee schedule(s) as incorporated herein. The multiplier includes the CONSULTANT’s cost of overhead, profit and incidental costs. A schedule of the hourly rates for CONSULTANT’s staff, and approved sub-consultant’s technical or professional staff, identified by position or assignment, is attached and incorporated hereto as Exhibit “C.” The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) to not exceed the total compensation as stated herein. The COUNTY retains the authority to limit the maximum rate per classification for any additions to classifications listed on Exhibit C, including Exhibit C for approved sub-consultant(s), when invoices are submitted for the approved work.
- 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.
The o/w/h rate, when allowed, shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on the PROJECT or Work Order(s).
- 7.3.b If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days’ notice of any proposed fee change.

The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above

- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit A. For direct expenses, including supplies, materials, photocopying, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.
- 7.4.a For all direct expenses costing more than \$25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant's vendors indicating the price(s) paid by Consultant for such expensed materials and/or items.
- 7.4.b CONSULTANT shall not include computer and vehicle charges (including mileage) as direct expenses.
- 7.5 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. Separate invoices shall be submitted for each approved Work Order and each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according

to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. 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 [or] by approved Work Order(s), 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 Transportation/County Engineer, DuPage County Division of Transportation, 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 Transportation/County Engineer, DuPage County Division of Transportation, 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 November 30, 2024, 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 November 30, 2024.

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:

Wang Engineering, Inc.
1145 N. Main Street
Lombard, IL 60148
ATTN: Corina Farez
Phone: 630-953-9928

Email: cfarez@wangeng.com

DuPage County Department of Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Sarah Hunn, Director of Stormwater Management
Phone: 630-407-6676
Email: Sarah.Hunn@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 QUALIFICATIONS

- 25.1 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.
- 25.2 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.
- 25.3 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 25.2 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

WANG ENGINEERING, INC.

BY: _____
DEBORAH A. CONROY
CHAIR DUPAGE COUNTY BOARD

CORINA FAREZ

ATTEST:

ATTEST:

BY: _____
JEAN KACZMAREK, County Clerk
TITLE:

Mickey Snider, Project Manager

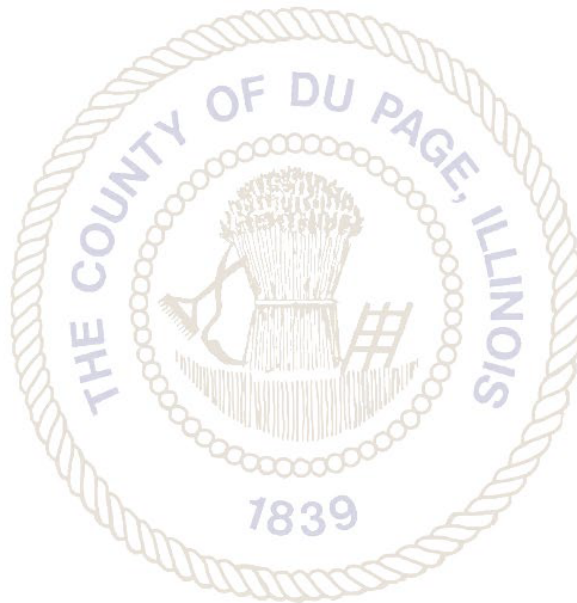


EXHIBIT A

SCOPE OF WORK

This Exhibit includes the scope of work for providing on-call geotechnical and engineering services as needed in support of the DuPage County Stormwater Management Department's activities in watershed planning, floodplain mapping, project design, land acquisition, and operation and maintenance activities. Services may include the following:

- Preparation of project specific proposals with a relatively quick turnaround time
- Perform soil borings and provide boring reports
- Perform CCDD analysis and provide reports for use during design, bidding, and/or construction
- Materials testing services
- Perform pavement and/or bridge deck pavement cores and provide reports
- Other services as needed

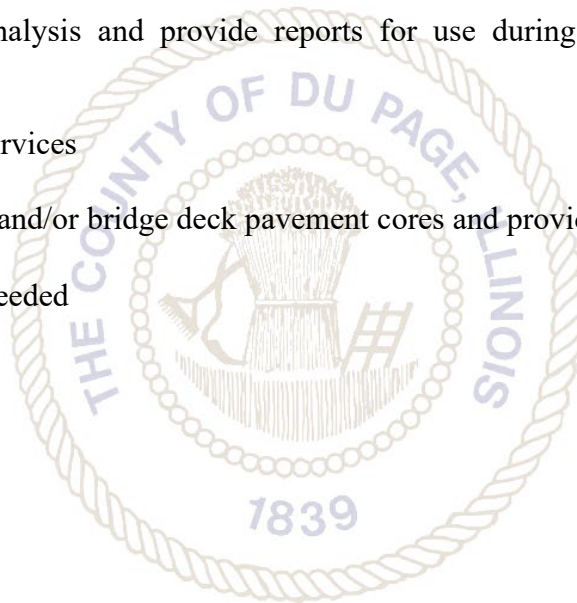


EXHIBIT B
DELIVERABLES

The following deliverables will be submitted to the COUNTY before completion of the contract if applicable:

- Proposal documents and cost estimates on a task-by-task basis
- Soil Boring logs
- Environmental boring logs and soundings, with PID readings
- Environmental laboratory testing results
- Clean Construction Debris Disposal assessments and required forms
- Pavement and/or deck core photographs and logs
- Geotechnical engineering technical memoranda and design parameters, if necessary

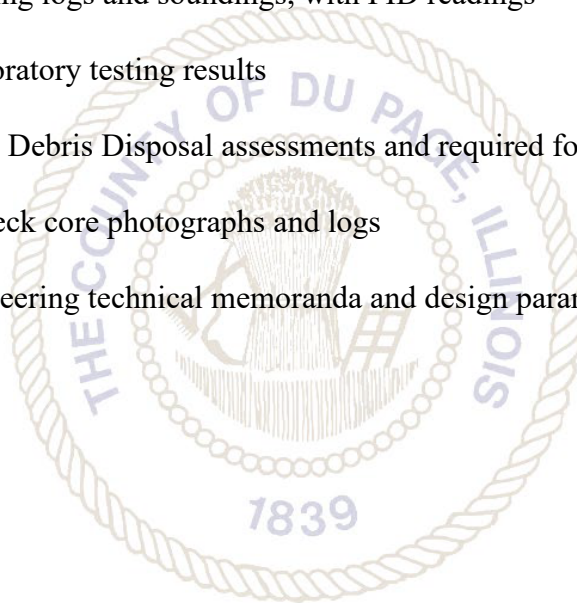


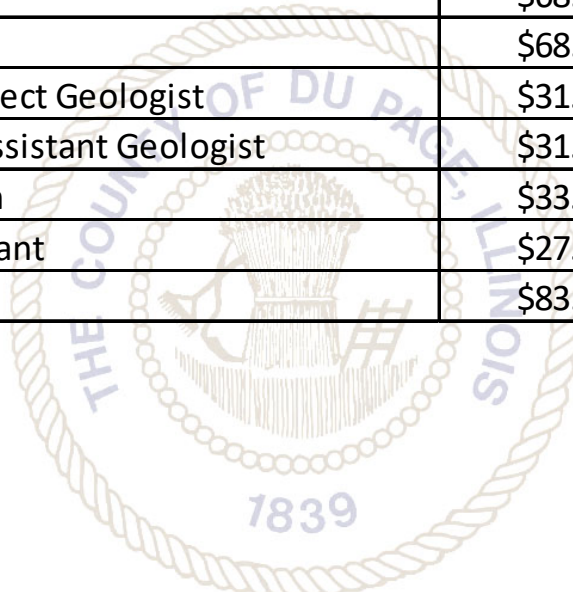
EXHIBIT C

SCHEDULE OF FEES AND HOURLY RATES FOR CONSULTANT’S STAFF

The CONSULTANT will bill the COUNTY for all tasks, assignments, and work performed in accordance with the following schedule of Fees and Hourly Rates, as applicable.

WANG ENGINEERING, INC.

	2024 Rate Range	
	Min	Max
Principal in Charge	\$83.70	\$86.00
Project Manager	\$68.84	\$83.70
Senior Engineer	\$68.84	\$83.70
Project Engineer/Project Geologist	\$31.25	\$57.70
Assistant Engineer/Assistant Geologist	\$31.00	\$44.47
Laboratory Technician	\$33.07	\$37.00
Administrative Assistant	\$27.30	\$45.69
QC/QA Reviewer	\$83.70	\$86.00



Direct Cost Schedule of Fees
Wang Engineering, Inc. (A Terracon Company)
For On-Call Geotechnical and Engineering Services, DuPage County, Illinois

Date: 02/20/2024

Task Description	Units	Unit Price	Extended Cost
DRILLING, SAMPLING & INSITU TESTING			
Drilling Coordination, Utilities Clearance, Site Access, Permitting	0.0 Hours	\$150.00 /Hour	\$0.00
Mobilization (ATV mounted)	0	\$1,700.00 /Each	\$0.00
Stand-by Hourly Rate	0.0 Hours	\$485.00 /Hour	\$0.00
<u>Drilling & Sampling - Hourly</u> (SPT, Penetrometer, Rimac, Visual Classification Included)			
Two-man crew - normal working hrs	0.0 Hours	\$485.00 /Hour	\$0.00
Two-man crew - overtime (2 hrs per day)	0.0 Hours	\$535.00 /Hour	\$0.00
<u>Hand Augering, Pavement/ Deck Coring & Testing</u>			
Two-man crew - normal working hrs	0.0 Hours	\$485.00 /Hour	\$0.00
Two-man crew - overtime (2 hrs per day)	0.0 Hours	\$535.00 /Hour	\$0.00
Asbestos content testing on deck cores	0 Tests	\$200.00 /Test	\$0.00
<u>Surveying of Boring Locations</u> (Two-man crew)			
	0.0 Hours	\$300.00 /Hour	\$0.00
<u>Monitoring Well or Inclinometer Installation</u>			
<u>2.0- or 4-inch monitoring wells</u>			
Two-man crew - normal working hours	0.0 Hours	\$485.00 /Hour	\$0.00
Two-man crew - overtime (2 hours per day)	0.0 Hours	\$535.00 /Hour	\$0.00
<u>Inclinometer casing instalation</u>			
Two-man drilling crew - normal working hours	0.0 Hours	\$485.00 /Hour	\$0.00
Two-man crew - overtime (2 hours per day)	0.0 Hours	\$535.00 /Hour	\$0.00
<u>Other items - at cost</u>			
55-gallon DOT containment drums	0.0 Drums	\$80.00 /Drum	\$0.00
Digital datalogger and barometer	0.0 Each	\$1,750.00 /Each	\$0.00
Well and Casing Materials	At Cost		\$0.00
<u>Other Insitu Tests</u>			
Pressuremeter testing	0 Days	\$3,750.00 /Day	\$0.00
Vane shear	0 Tests	\$325.00 /Test	\$0.00
Dilatometer testing	At Cost		\$0.00
Cone penetration testing (CPT/CPTu)	At Cost		\$0.00
Photoionization detector (PID)	0 Days	\$125.00 /Day	\$0.00
Double ring infiltrometer test (ASTM D3385)	0 Tests	\$1,500.00 /Test	\$0.00
Single ring infiltrometer test (Chicago Stormwater Ordinance)	0 Tests	\$750.00 /Test	\$0.00
<u>Boring Location Accessibility, Railroad Fees, State/County/Municipal Fees, Barge Drilling</u>			
Private utility determination	At Cost		\$0.00
Tree clearance	At Cost		\$0.00
Guardrail removal and replacement	At Cost		\$0.00
Dozer / equipment rental	At Cost		\$0.00
Railroad permitting	At Cost		\$0.00
Railroad protective insurance	At Cost		\$0.00
Railroad flagman	At Cost		\$0.00
Pavement opening permit	At Cost		\$0.00
State/municipal insurance and bonding	At Cost		\$0.00
Barge drilling on a navigable waterway	At Cost		\$0.00
			\$0.00

Direct Cost Schedule of Fees
 Wang Engineering, Inc. (A Terracon Company)
 For On-Call Geotechnical and Engineering Services, DuPage County, Illinois

Date: 02/20/2024

Task Description		Units	Unit Price	Extended Cost	
LABORATORY TESTING					
T265	D2216	Water Content	0 Tests	\$14.50 /Test	\$0.00
--	D7263	Unit Weight (Density)	0 Tests	\$45.00 /Test	\$0.00
T100	D854	Specific Gravity	0 Tests	\$82.00 /Test	\$0.00
--	D4972	pH of Soil	0 Tests	\$70.00 /Test	\$0.00
T267	D2974	Organic Content by LOI	0 Tests	\$74.00 /Test	\$0.00
T194	--	Organic Content by Wet Combustion	0 Tests	\$165.00 /Test	\$0.00
<u>Particle Size Distribution</u>					
T88	D422	Sieve Analysis	0 Tests	\$99.00 /Test	\$0.00
T88	D422	Combined Sieve and Hydrometer	0 Tests	\$162.00 /Test	\$0.00
--	D1140	Percent Finer than No. 200 Sieve	0 Tests	\$66.00 /Test	\$0.00
<u>Atterberg Limits</u>					
T89, T90	D4318	Liquid and Plastic Limits	0 Tests	\$99.00 /Test	\$0.00
T92	D427	Shrinkage Factors	0 Tests	\$120.00 /Test	\$0.00
<u>Classification of Soils</u>					
--	D2488	Visual Manual	0 Samples	\$24.00 /Sample	\$0.00
--	D2487	Unified Soil Classification System	0 Samples	\$261.00 /Sample	\$0.00
M145	--	AASHTO Classification	0 Samples	\$261.00 /Sample	\$0.00
--	--	USDA Classification	0 Samples	\$162.00 /Sample	\$0.00
<u>Soil Settlement, Swelling, and Collapse Potential</u>					
T216	D2435	One-Dimensional Consolidation	0 Tests	\$720.00 /Test	\$0.00
--	D4546	One-Dimensional Swell	0 Tests	\$700.00 /Test	\$0.00
--	D5333	Collapse Potential	0 Tests	\$390.00 /Test	\$0.00
<u>Shear Strength of Soil</u>					
		Rimac Unconfined Compressive Strength	0 Tests	\$21.00 /Test	\$0.00
T208	D2166	Unconfined Compressive Strength	0 Tests	\$105.00 /Test	\$0.00
T236	D3080	Direct Shear of Soils (3 points)	0 Tests	\$950.00 /Test	\$0.00
T296	D2850	UU Triaxial Compression (3 points)	0 Tests	\$440.00 /Test	\$0.00
T297	D4767	CU Triaxial Compression (3 points)	0 Tests	\$1,450.00 /Test	\$0.00
T297	D4767	CD Triaxial Compression (3 points)	0 Tests	\$1,450.00 /Test	\$0.00
	D7012	Peak Uniaxial Compressive Strength of Rock Core	0 Tests	\$245.00 /Test	\$0.00
<u>Laboratory Compaction Tests</u>					
T99	D698	Moisture-Density of Soils (Standard Effort)	0 Tests	\$260.00 /Test	\$0.00
T180	D1557	Moisture-Density of Soils (Modified Effort)	0 Tests	\$272.00 /Test	\$0.00
T193	D1883	California/Illinois Bearing Ratio (3 points)	0 Tests	\$1,220.00 /Test	\$0.00
<u>Coefficient of Permeability</u>					
T215	D2434	Hydraulic Conductivity (Constant Head)	0 Tests	\$596.00 /Test	\$0.00
--	D5084	Hydraulic Conductivity (Flexible Wall)	0 Tests	\$625.00 /Test	\$0.00
<u>Additional Sample Preparation Procedures</u>					
		Removal of Organic Matter	0 Samples	\$110.00 /Sample	\$0.00
		Extrusion & Preservation of Undisturbed Samples	0 Samples	\$36.00 /Sample	\$0.00
		Logging & Classification of Undisturbed Samples	0 Samples	\$82.00 /Sample	\$0.00
		Remolding and Trimming of Samples	0 Samples	\$78.00 /Sample	\$0.00
<u>Planting Soil Mix Testing</u>					
<i>Chemical Analyses & Mitigation Recommendations (300 g sample required)</i>					
		pH, CEC, Soluble Salts, OM, P, K, Other Nutrients	0 Tests	\$143.00 /Test	\$0.00
		Residual Chemicals, Herbicides Full Screen	0 Tests	\$812.00 /Test	\$0.00
<i>Mechanical Analyses & Mitigation Recommendations (1,000 g sample required)</i>					
T88	D422	Combined Sieve and Hydrometer	0 Tests	\$162.00 /Test	\$0.00
<u>Analytical Laboratory Services - for CCDD (200% fee for 3-day turn-around rush orders)</u>					
		pH Determination	0 No	\$17.00 /Each	\$0.00
		Volatile Organic Components (VOCs)	0 No	\$121.00 /Each	\$0.00
		SemiVOCs including PNA's	0 No	\$202.00 /Each	\$0.00
		PCBs	0 No	\$83.00 /Each	\$0.00
		TCL Metals (23)	0 No	\$161.00 /Each	\$0.00
		RCRA Total Metals (8)	0 No	\$94.00 /Each	\$0.00
		TCLP/SPLP Extraction	0 No	\$60.00 /Each	\$0.00
		TCLP/SPLP per each metal	0 No	\$37.00 /Each	\$0.00
		Herbicides	0 No	\$202.00 /Each	\$0.00
		Pesticides	0 No	\$115.00 /Each	\$0.00
<u>Corrosion Testing</u>					
		(Resistivity, Chlorides, pH, Redox, and Sulfates)	0 No	\$405.00 /Each	\$0.00
				\$0.00	

Direct Cost Schedule of Fees
Wang Engineering, Inc. (A Terracon Company)
For On-Call Geotechnical and Engineering Services, DuPage County, Illinois

Date: 02/20/2024

Task Description	Units	Unit Price	Extended Cost
TRAFFIC CONTROL			
<u>Expressway (1/2 mile)</u>			
Shoulder Closure	0.0 No.	\$1,060.00 /Each	\$0.00
One-lane Closure	0.0 No.	\$3,450.00 /Each	\$0.00
Two-lane Closure	0.0 No.	\$3,660.00 /Each	\$0.00
Three-lane Closure-Only Saturday	0.0 No.	\$4,050.00 /Each	\$0.00
Ramp Closure (Exit-Entrance)	0.0 No.	\$1,090.00 /Each	\$0.00
Additional 1/2 mile	0.0 No.	\$100.00 /Each	\$0.00
<u>Arterial (1/2 mile)</u>			
Shoulder Closure	0.0 No.	\$900.00 /Each	\$0.00
One-lane Closure	0.0 No.	\$1,000.00 /Each	\$0.00
Two-lane Closure	0.0 No.	\$1,100.00 /Each	\$0.00
Detour	0.0 No.	\$1,100.00 /Each	\$0.00
U-2	0.0 No.	\$1,300.00 /Each	\$0.00
Standard #701421 (Over 45mph)	0.0 No.	\$1,900.00 /Each	\$0.00
<u>Impact Attenuator with Driver</u>			
Port-to-Port	0.0 Hours	\$245.00 /Hour	\$0.00
<u>Roadway Flagmen (two-man crew)</u>			
Port-to-Port	0.0 Hours	\$250.00 /Hour	\$0.00
			\$0.00

Note: Prices are for weekday only (Monday through Friday). Weekend rates (Saturdays and Sundays) are higher and will be provided per project



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: Feb 20, 2024

Bid/Contract/PO #: _____

Company Name: Wang Engineering, Inc.	Company Contact: Corina T Farez
Contact Phone: 630-953-9928	Contact Email: cfarez@wangeng.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature _____
 Printed Name Corina T. Farez
 Title President
 Date Feb 20, 2024

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)



Public Works Requisition \$30,000 and Over

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

File #: PW-P-0006-24

Agenda Date: 3/5/2024

Agenda #: 8.D

AWARDING RESOLUTION ISSUED
TO SHEFFIELD SAFETY AND LOSS CONTROL, LLC, FOR
SAFETY PROGRAM MANAGER SERVICES
FOR PUBLIC WORKS
(CONTRACT TOTAL AMOUNT: \$100,000)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Sheffield Safety and Loss Control, LLC, for Safety Program Manager Services for Public Works, for the period of April 1, 2024, to March 31, 2025.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for Safety Program Manager Services for Public Works, for the period of April 1, 2024, to March 31, 2025, be, and it is hereby approved for issuance of a County Contract by the Procurement Division to Sheffield Safety and Loss Control, LLC, 24216 W. Lockport St, Plainfield, IL 60544, for a contract total amount not to exceed \$100,000; per most qualified offer, per bid # 21-064-PW, first and final option to renew.

Enacted and approved this 12th day of March 2024, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-0784	RFP, BID, QUOTE OR RENEWAL #: 21-064-PW	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$100,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 03/05/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$200,000.00
	CURRENT TERM TOTAL COST: \$100,000.00	MAX LENGTH WITH ALL RENEWALS: THREE YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Sheffield Safety & Loss Control, LLC	VENDOR #: 39176	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese
VENDOR CONTACT: Paul Wojcieszak	VENDOR CONTACT PHONE: 779-234-9207	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: Sean.Reese@dupagecounty.gov
VENDOR CONTACT EMAIL: wojcieszak@sheffieldsafety.com	VENDOR WEBSITE: https://www.sheffieldsafety.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). First Renewal RFP #21-064-PW - Safety Program Manager Services			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Continue to review, evaluate and make recommendations for Public Works field employee safety compliance.			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
RENEWAL	
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Sheffield Safety & Loss Control, LLC	Vendor#: 39176	Dept: Public Works	Division: Public Works
Attn: Paul Wojcieszak	Email: wojcieszak@sheffieldsafety.com	Attn: Magda	Email: pwaccountspayable@dupagecount y.gov
Address: 24216 W. Lockport St.	City: Plainfield	Address: 7900 S. Route 53	City: Woodridge
State: IL	Zip: 60544	State: IL	Zip: 60517
Phone: 773-525-5532	Fax:	Phone: 630-985-7400	Fax: 630-985-4802
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME	Vendor#:	Dept: SAME	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 4/1/2024	Contract End Date (PO25): 3/31/2025
Contract Administrator (PO25): Drew Cormican			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		PW - Safety Contract	FY24	2000	2665	53090		15,000.00	15,000.00
2	1	EA		PW - Safety Contract	FY25	2000	2665	53090		10,000.00	10,000.00
3	1	EA		SW - Safety Contract	FY24	1600	3000	53090		15,000.00	15,000.00
4	1	EA		SW - Safety Contract	FY25	1600	3000	53090		10,000.00	10,000.00
5	1	EA		DOT - Safety Contract	FY24	1500	3510	53090		15,000.00	15,000.00
6	1	EA		DOT - Safety Contract	FY25	1500	3510	53090		10,000.00	10,000.00
7	1	EA		FM - Safety Contract	FY24	1000	1100	53090		15,000.00	15,000.00
8	1	EA		FM - Safety Contract	FY25	1000	1100	53090		10,000.00	10,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 100,000.00

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

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



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 SAFETY PROGRAM MANAGER SERVICES 21-064-PW
 BID TABULATION

					✓
Criteria	Available Points	Mesirow Insurance Services, Inc	Hygieneering, Inc	Ideal Safety Communication, Inc	Sheffield Safety & Loss Control, Llc
Firm Qualifications	15	13	11	10	13
Key Qualifications	40	30	29	26	33
Project Understanding	25	17	15	17	22
Price (Scored by Procurement)	20	20	16	18	18
Total	100	81	71	70	85

Fee and Rate Proposal	\$ 750.00	\$ 912.00	\$ 850.00	\$ 850.00
Percentage of points	100%	82%	88%	88%
Points awarded (wtd against lowest price)	20	16	18	18

NOTES
 1. John Newquist has withdrawn their submittal from consideration.

Bid Opened On 7/27/2021, 11:00 am CST by	NE, DW
Invitations Sent	13
Total Requesting Documents	2
Total Bid Responses Received	5



AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Sheffield Safety & Loss Control, LLC., located at 24216 W Lockport Street, Plainfield, IL 60544, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid 21-064-PW which became effective on 3/1/2022 and which will expire 3/31/2024. The contract is subject to a first of three options to renew for a twelve (12) month period.

The parties now agree to renew said agreement, upon the same terms as previously agreed to and specified in the original contract.

The contract renewal shall be effective on the date of last signature, and shall terminate on 3/31/2025.

CONTRACTOR

THE COUNTY OF DUPAGE



SIGNATURE

[Handwritten Signature]

PRINTED NAME

Paul Wojcieszak

PRINTED TITLE

President

DATE

2-3-24

SIGNATURE

Henry Kocker

PRINTED NAME

Buyer I

PRINTED TITLE

DATE

SECTION 8 - PROPOSAL FORM
SAFETY PROGRAM MANAGER SERVICES 21-064-PW
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	Sheffield Safety & Loss Control, LLC
Main Business Address	24216 W Lockport Street
City, State, Zip Code	Plainfield, IL 60544
Telephone Number	779-234-9207
Fax Number	779-234-9098
Proposal Contact Person	Paul Wojcieszak
Email Address	wojcieszak@sheffieldsafety.com

The undersigned certifies that he is:

- the Owner/Sole Proprietor
 a Member of the Partnership
 an Officer of the Corporation
 a Member of the Joint Venture

herein after called the Offeror and that the members of the Corporation are as follows:

 Paul Wojcieszak, President
(President or Partner)

 Dave Cherven, Vice President
(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the offeror certifies that he has provided services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

PROPOSAL AWARD CRITERIA

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

X _____ Paul Wojcieszak, President
(Signature and Title)

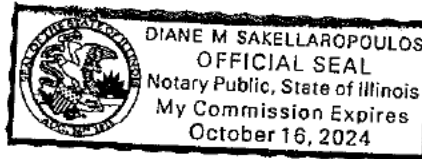
CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this 01 day of July AD, ~~2020~~ 2021



My Commission Expires: 10/16/2024
(Notary Public)





Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 2/6/2024

Bid/Contract/PO #: 5722-0001

Company Name: <u>Sheffield Safety + Loss Control</u>	Company Contact: <u>Paul Wojcieszak</u>
Contact Phone: <u>773-617-4230</u>	Contact Email: <u>wojciezak@sheffieldsafety.com</u>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:

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

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

[Redacted Signature]

Printed Name

Paul Wojcieszak

Title

President

Date

2-3-24

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)