



DU PAGE COUNTY

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

Stormwater Management Committee Final Regular Meeting Agenda

Tuesday, April 4, 2023

7:30 AM

County Board Room

1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENT - PUBLIC COMMENT IS LIMITED TO THREE MINUTES PER PERSON
4. CHAIRMAN'S REMARKS - CHAIR ZAY
5. APPROVAL OF MINUTES
 5. A [23-1354](#)
Stormwater Management Committee Meeting- Regular Meeting- Tuesday, March 7, 2023
6. CLAIMS REPORTS
 6. A [23-1346](#)
Schedule of Claims - March 2023
7. BUDGET TRANSFERS
 7. A [23-1347](#)
Budget Transfer needed for the purchase of 3-Flygt NP 3531 Pumps at the Elmhurst Quarry Flood Control Facility. Due to material shortages, shipping delays and supply chain disruptions the physical pumps that are to be installed in the quarry will be removed from the construction bid documents and made as a stand alone purchase from the manufacturer. Funds will move from Drainage System Infrastructure Construction 1600-3000-54060 to Capital Equipment and Machinery 1600-3000- 54110. Funds are included in the FY23 Budget.
8. STAFF REPORTS
 8. A [23-1348](#)
April 2023 Program and Events Update
 8. B [23-1349](#)
March 2023 Currents E-Newsletter
 8. C [23-1350](#)
Sustainable Design Challenge

9. ACTION ITEMS**9. A [SM-P-0034-23](#)**

Recommendation for the approval of a contract to Xylem Water Solutions, Inc., purchase of 3-Flygt NP 3531 Pumps at the Elmhurst Quarry Flood Control Facility, for the Stormwater Management Department, for the period April 11, 2023 through November 30, 2023, for a contract total amount not to exceed \$1,117,795.85; per ILCS 5/5-1022(c) “not suitable to competitive bids” (Direct replacement compatible equipment parts). Sole Source.

9. B [SM-P-0035-23](#)

Recommendation for the approval of a contract purchase order issued to Robinson Engineering, Inc., for On Call Professional Engineering Services, for Stormwater Management, for the period of April 11, 2023 through May 31, 2024, for a contract total not to exceed \$95,000. Professional Services in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ et. seq. vetted through a qualification based selection process (Architects, Engineers and Land Surveyors). First Renewal.

9. C [SM-P-0036-23](#)

Recommendation for the approval of an agreement between the County of DuPage and V3 Construction Group, Ltd., to provide Professional Native Vegetation Management Services, for Stormwater Management, for the period May 1, 2023 through April 30, 2024, for a contract total amount not to exceed \$75,000; per RFP #23-021-SWM.

9. D [SM-P-0037-23](#)

Recommendation for the approval of an agreement between the County of DuPage and ENCAP, Inc., to provide Professional Native Vegetation Management Services, for Stormwater Management, for the period of May 1, 2023 through April 30, 2024, for a contract total amount not to exceed \$100,000; per RFP #23-021-SWM.

9. E [SM-P-0038-23](#)

Recommendation for the approval of an agreement between the County of DuPage and Pizzo & Associates, Ltd., to provide Professional Native Vegetation Management Services, for Stormwater Management, for the period of May 1, 2023 through April 30, 2024, for a contract total amount not to exceed \$50,000; per RFP #23-021-SWM.

9. F [23-1351](#)

Recommendation for the approval to enter into an agreement between the County of DuPage, Illinois and Fairfield IV Homeowners Association for the Riparian Buffer Zone Site Prep and Critical Planting Project, for an amount not to exceed \$1,000.

10. INFORMATIONAL**10. A [EN-R-0015-23](#)**

Resolution of Support for the Metropolitan Mayors Caucus Greenest Region Compact

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



Minutes

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

File #: 23-1354

Agenda Date: 4/4/2023

Agenda #: 5. A



DU PAGE COUNTY

Stormwater Management Committee

Final Summary

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

Tuesday, March 7, 2023

7:30 AM

County Board Room

1. CALL TO ORDER

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

2. ROLL CALL

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

MOTION TO ALLOW REMOTE PARTICIPATION

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	David Brummel

3. PUBLIC COMMENT - PUBLIC COMMENT IS LIMITED TO THREE MINUTES PER PERSON

The following individual offered public comment:
Kay McKeen- SCARCE

Record of attendance only:
Bev Joszczwowski- SCARCE
Kay Whitlock- Christopher B. Burke and Engineering, LTD.
David Fichter- Salt Creek

4. CHAIRMAN'S REMARKS - CHAIR ZAY

No remarks were offered.

5. APPROVAL OF MINUTES

5. A [23-1043](#)

Stormwater Management Committee Minutes- Regular Meeting- Tuesday, February 7, 2023

Attachments: [DuPage County Stormwater Management Committee Minutes- Regular Meeting- Tuesday, February 7, 2023](#)

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

6. CLAIMS REPORTS

6. A [23-0946](#)

Schedule of Claims - February FY23

Attachments: [FY23 February- Schedule of Claims](#)

RESULT:	APPROVED
MOVER:	Lucy Evans
SECONDER:	Chester Pojack

7. BUDGET TRANSFERS

7. A [23-1035](#)

Approval of funds - \$80,000.00 from 53828 (Contingencies) to 54120 (Automotive Equipment). The FY22 budget included a truck replacement which could not be fulfilled in FY22, additionally after the FY23 budget was developed it was determined another truck was due to be replaced in FY24. In response to difficulty in sourcing vehicles, especially service/crew trucks, and the updated vehicle purchasing directive the department brought forward a resolution (PW-P-021-23) for the purchase of 2 trucks for Stormwater.

Attachments: [Budget Adjustment 80,000](#)

RESULT:	APPROVED
MOVER:	Lucy Evans
SECONDER:	Paula Garcia

8. STAFF REPORTS

Motion to Combine Items

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

8. A [23-1036](#)

2023 Danada Wetland Mitigation Area Final Sign Off

Attachments: [2023 Danada Wetland Mitigation Area Final Sign Off Staff Report](#)

8. B [23-1037](#)

March 2023 Spill Report

Attachments: [March 2023 Spill Report](#)

8. C [23-1038](#)

2023 Water Quality Program Public Comment Response Memo

Attachments: [2023 Public Meeting Comment Response Memo.doc](#)
 [Comment Response](#)

8. D [23-1039](#)

March 2023 Program and Events Update

Attachments: [March 2023 Program Updates](#)
 [March 2023 Events](#)

8. E [23-1041](#)

DuPage County Stormwater Management February 2023 Currents E-Newsletter

Attachments: [February 2023 Currents E-Newsletter](#)

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

9. ACTION ITEMS

9. A [23-1040](#)

Recommendation to Approve the FY2023 Water Quality Improvement Program Grant Project Rankings and Funding Recommendations.

Attachments: [FY2023 WQIP Funding Recommendations](#)

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

9. B [23-1042](#)

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, 2023 through April 1, 2024, for a contract total amount not to exceed \$11,670.75; first renewal.

Attachments: [Blueline Security - Checklist](#)
[Blueline Security - Contract Renewal Addendum](#)
[Blueline Security - Quote Tab](#)
[Blueline Security - Quote](#)
[Blueline Security - Vendor Ethics](#)

RESULT:	APPROVED
MOVER:	Lucy Evans
SECONDER:	Paula Garcia

9. C [SM-P-0033-23](#)

Recommendation for the approval of a contract to AT&T Business, to provide high speed internet services for the County's Flood Control Facilities, for the period of March 14, 2023 through March 14, 2026, for a total contract amount not to exceed \$86,675.10 per Bid #23-027-SWM.

Attachments: [AT&T Checklist](#)
[AT&T Bid sheet pricing](#)
[AT&T SCORECARD TABULATION 23-027-SWM](#)
[AT&T Response](#)
[AT&T Vendor Ethics](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Paul Hinterlong

9. D [PW-CO-0003-23](#)

Amendment to County Contract 6163-0001 SERV, issued to Currie Motors Frankfort, Inc., for one (1) dump body 2023 Ford F-550XL Truck and two (2) utility body 2023 Ford F-350XL Trucks, for Public Works and Stormwater, for a change order to increase the contract in the amount of \$39,293 (Stormwater \$22,496 and Public Works \$16,797), an increase of 16.99%. These truck chassis were purchased pursuant to Resolution DT-R-0306B-22.

Attachments: [Currie Motors change order.pdf](#)
 [Currie Motors decision memo.pdf](#)
 [Currie Motors vendor ethics Redacted.pdf](#)

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

10. OLD BUSINESS

No old business was discussed.

11. NEW BUSINESS

No new business was discussed.

12. EXECUTIVE SESSION

A motion was made by Member DeSart and seconded by Member Brummel that pursuant to Open Meetings Act 5 ILCS 120/2 (c) (2) and ILCS 120/2 (c) (11), the Committee move into Executive Session for the purpose of discussing the Biannual Review of Executive Session minutes. The motion carried on a roll call ,all “ayes”.

RESULT:	ENTER INTO EXECUTIVE SESSION
MOVER:	Dawn DeSart
SECONDER:	David Brummel
AYES:	Brummel, DeSart, Eckhoff, Evans, Garcia, Hinterlong, Pojack, Yusuf, and Zay
ABSENT:	Pulice, and Tornatore
REMOTE:	Nero

Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (21) Biannual Review of Executive Session Minutes

A motion was made by Member Garcia and seconded by Member Pojack to adjourn Executive Session into Regular Session. The motion carried on a roll call, all “ayes”.

13. MATTERS REFERRED FROM EXECUTIVE SESSION MINUTES

Disposition of Executive Session Minutes

A motion was made by Member DeSart and seconded by Member Garcia to keep confidential the minutes of the Sept. 5, 2019 meeting and release the minutes of the Aug. 2, 2022 meeting. The motion carried on a roll call, all "ayes".

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

14. ADJOURNMENT

A motion was made by Member Hinterlong and Seconded by Member Pojack to adjourn at 7:41 AM.



Payment of Claims

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
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File #: 23-1346

Agenda Date: 4/4/2023

Agenda #: 6. A

**DUPAGE COUNTY STORMWATER MANAGEMENT
SCHEDULE OF CLAIMS
March-23**

Vendor	Service	Amount
AA Auto Glass	Windshield repair SWM60	\$ 399.99
AT & T	Phone services	\$ 48.79
Sheffield	Safety consulting	\$ 75.00
A & W Trailer	Trailer hardware	\$ 14.97
A & W Trailer	Trailer hardware	\$ 49.95
A Block	Truck tipping	\$ 30.00
DuPage County PW	Gasoline 11/16-22-2/15/23	\$ 7,461.78
ERA	Professional services	\$ 12,577.08
Grainger	file holder	\$ 28.92
Grainger	Sign	\$ 6.52
Grainger	Bulbs for light bar #15	\$ 48.85
Grainger	Fire extinguisher bracket	\$ 70.06
Home Depot	Various supplies	\$ 62.28
Home Depot	Various supplies	\$ 39.88
Home Depot	Various supplies	\$ 96.98
Home Depot	Various supplies	\$ 54.64
Home Depot	Totes	\$ 21.96
Home Depot	Brake cleaner	\$ 33.08
Steve Piper & Sons	Tree removal/work	\$ 750.00
USGS	Joint funding agreement	\$ 38,667.25
V & R Tire	Oil change SWM 35	\$ 158.30
Vardal Survey	Laser rod	\$ 225.00
Regional Truck	supplies for SWM #30	\$ 189.07
A Block	Truck tipping	\$ 60.00
A Block	Truck tipping credit	\$ (30.00)
Alta	Filters for equipment	\$ 649.58
Blains Farm & Fleet	Various supplies/safety wear	\$ 651.83
Blains Farm & Fleet	Bar & Chain oil	\$ 22.99
Blains Farm & Fleet	U-Bolt	\$ 7.98
BRG	Lobbyist services	\$ 2,500.00
AT & T	Phone services	\$ 49.89
AT & T	River Dumoulin Phone services	\$ 75.24
AT & T	River Dumoulin Phone services	\$ 94.85
AT & T	River Dumoulin Phone services	\$ 86.30
AT & T	Phone services	\$ 50.89
City of Wood Dale	Water/sewer 301 School	\$ 42.99
Comcast	Secondary internet service at EQ	\$ 5,236.26
ComEd	4013 Washington DG Electrical services	\$ 25.55
ComEd	SS Irving Park 1W Electric services	\$ 36.66
ComEd	4723 River Dr. Electric services	\$ 40.52
ComEd	Pump station 397 Illini Electric services	\$ 1,006.32
Nicor Gas	301 W. School Natural gas services	\$ 83.50

ODP	Protective sheets/mousepad	\$	24.04
Signal 88	Security services	\$	975.00
USPS	Postage- January 2023	\$	16.35
IAFSM	Membership fee - Kissane	\$	25.00
Signal 88	Security services	\$	840.00
Belgios	3/8/23 Catering	\$	513.95
ComEd	4013 Washington DG Electrical services	\$	25.32
HLR	Native vegetation mtce	\$	5,320.00
SCARCE	Water Quality Education	\$	7,921.50
Signal 88	Security services	\$	975.00
Jenna Fahey Heller	parking fee reimbursement	\$	15.00
Alta Equipment	Mower supplies	\$	292.04
Amazon	Tablet case	\$	24.98
Amazon	USB cable	\$	22.47
AT & T	Phone services	\$	48.79
AT & T	River Dumoulin Phone services	\$	53.09
AT & T	Long distance phone services	\$	46.04
DuPage County	ERP Charges	\$	4,378.79
DuPage County	Adobe/Network charges	\$	40,130.22
DuPage County PW	1st Qtr. Labor charges	\$	43,357.00
ERA	Professional services	\$	10,124.46
ERA	Professional services	\$	5,406.80
Gatwood Crane	Rental of Hydraulic Truck Crane	\$	4,924.00
Grainger	Fire extinguisher for Safety sign	\$	15.76
Grainger	Various supplies	\$	14.56
Great Lakes	Concrete ring	\$	43.46
Home Depot	oil	\$	35.94
Home Depot	Cleaning supplies	\$	17.96
Home Depot	measuring wheel	\$	32.97
Home Depot	Tote	\$	31.98
Home Depot	Various supplies	\$	80.72
Home Depot	paint/paint supplies	\$	127.04
Home Depot	drill bits	\$	69.94
Home Depot	Torch kit	\$	54.98
Home Depot	Various supplies	\$	74.01
Menards	Rivet/riveter	\$	46.51
Menards	3/8/23 drink for meeting	\$	25.55
Menards	Mulch	\$	69.80
Strand Associates	On-call Engineering	\$	8,060.72
Strand Associates	On-call Engineering	\$	14,734.46
V3 Companies	DuPage Lacey Creek Watershed plan	\$	3,075.69
V3 Companies	DuPage Lacey Creek Watershed plan	\$	12,991.00



Budget Transfer

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

File #: 23-1347

Agenda Date: 4/4/2023

Agenda #: 7. A

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 1600
Company #

STORMWATER MANAGEMENT
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
3000	54060		DRAINAGE SYSTEM INFRASTRUCTURE	\$ 1,117,796.00	2,185,313.03	1,067,517.03	3/24/23
Total				\$ 1,117,796.00			

To: 1600
Company #

STORMWATER MANAGEMENT
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
3000	54110		EQUIPMENT AND MACHINERY	\$ 1,117,796.00	165,000.00	1,282,796.00	3/24/23
Total				\$ 1,117,796.00			

Reason for Request:

Budget Transfer needed for the purchase of 3-Flygt NP 3531 Pumps at the Elmhurst Quarry Flood Control Facility. The cost of the pumps was originally budgeted for capital construction 54060, however the pumps are shipped in from overseas and the manufacturer and design engineering have expressed concern of long lead times for international freight. These pumps will be purchased as stand-alone Capital Assets 54110, the construction contract for installation will be set later via public bid in 2023, once final design of the contract plans is complete.

Activity

(optional)

Department Head

Chief Financial Officer

03.23.23
Date

3/27/23
Date

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

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

SW - 4/4/23

FIN/CB - 4/11/23



Staff Report

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

File #: 23-1348

Agenda Date: 4/4/2023

Agenda #: 8. 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: Saarah Hunn, P.E., Director- DuPage County Stormwater Management

SUBJECT: Stormwater Program Update April 2023

DATE: April 4, 2023

Watershed Planning

Lacey Creek: The County's consultant has provided a list of supplemental surveying needs for the Lacey Creek watershed. This list is currently being reviewed. Stormwater Management will utilize an on-call surveying contract to obtain the hydraulic structure information to update the existing conditions hydraulic model.

Facilities/Operations/ Shared Services Projects

Shared Services/Drainage Projects: With the recent spring rain, residents have called to request assistance during storm events and after the rain to address localized flooding. Staff has addressed several localized drainage concerns and continues to design and permit projects in-house, most of which will be constructed by the Department's in house crew.

Construction on a project in Unincorporated Wheaton (Woodland Oaks) will begin soon and will be completed by the on-call contractor.

Facilities/Operations: The Armstrong Park Reservoir, Spring Creek Reservoir and several smaller County owned facilities operated during the rainfall event that began on 2/27/2023. Several streams rose to minor flood elevations due to approximately 1.5 inches of rain that fell over several days on partially frozen ground and saturated conditions from rainfall the previous week.

Water Quality

Staff conducts inspections of stormwater outfalls throughout the County to detect illicit discharges. The current schedule includes outfall inspections in one major watershed per year. In 2023, Stormwater Management staff will conduct outfall monitoring of the East Branch DuPage River Watershed. These inspections consist of a visual screening of storm sewer outfalls followed by chemical field testing as necessary. In the event of a suspected illicit discharge, staff will contact the municipality to cooperate on tracing and enforcement.

Regulatory

The workload for Stormwater Certification applications and staff reviews has remained consistent. However, with the impending warmer weather, there has been an increase in requests for wetland boundary verifications.

ARPA Update

Municipal & Township Match Funding: Staff received and processed a reimbursement request from the City of Wheaton for the Dorset Flood Improvement Project in the amount of \$65,916.04. This brings our match funding expenditures up to \$2 million.

County Stormwater ARPA Projects:

Stormwater consultants continue to provide design engineering services on the Lufkin Pond Basin in Villa Park and the Main Street Basin in Lisle. Staff has a meeting with Villa Park and the Park District to discuss the design and construction coordination for the Lufkin Pond Project. This pond expansion project is located on park district property. Excavated material will be placed on the northern portion of the property and rough graded to reduce off site waste and to be used for future park amenities.

The Smith and Cambridge Drainage Improvement Project in unincorporated West Chicago is underway. Martam Construction continues to make progress on the second ARPA project under the department's supervision; approximately 50% of the storm sewer for the project has been installed. Another ARPA project, Country Club Highlands Phase II, is still under regulatory review, with approval expected soon. Staff is working with the design consultant to complete specifications for the project, which will be put out to bid for award in Summer 2023. When constructed, this project will provide additional flood protection to unincorporated Elmhurst, connecting to existing infrastructure under existing roads that ultimately discharges into Addison Creek.

The Department's On-Call Construction contract has been awarded to Earthwerks Land Improvement and Development Corporation Inc. This bid will utilize ARPA funds to complete smaller-scale Stormwater-initiated projects such as streambank stabilization and local drainage projects to address water quality and localized/urban flooding countywide. The first project associated with this contract is a streambank stabilization project along Winfield Creek. Earthwerks mobilized in mid-March and staff will be managing the project in-house until it is completed.

Additional ARPA related projects throughout the County are also in the design and permitting stage.

Upcoming DuPage County Stormwater Management (SWM) Events

Date	Time	Event	Location	Host Organization	SWM Involvement	Attendees	Register/Info
4/13/2023	noon- 1pm	"Flywheel Ecology" Webinar	Virtual	SWM	Host	General Public, Professionals	Info
4/18/2023	8am-1pm	2023 Sustainable Design Challenge	421 Building	SCARCE	Host/Sponsor	Teachers, Students	Info
4/23/2023	1pm-4pm	Naperville Earth Day Fair	Fort Hill Activity Center (20 Fort Hill Drive)	Naperville	Vendor	General Public	Info
4/27-4/28/2023	All Day	ISCA Hydric Soil Identification Course	DuPage Co. OEM, 418 N. County Farm Rd., Wheaton	ISCA	Host/ Instructor	Professionals	Info
4/29/2023	10am-12pm	Warrenville Arbor Day Event	Warrenville Park District Recreation Center (3S260 Warren Ave)	Warrenville	Vendor	General Public	Info
5/6/2023	9am-1pm	SCARCE Growin' Green Market	SCARCE (800 S Rohlwing Rd, Addison)	SCARCE	Vendor	General Public	Info
5/20/2023	9am-noon	DuPage County River Sweep	Countywide	TCF	Sponsor	General Public	Info



Staff Report

421 N. COUNTY FARM
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File #: 23-1349

Agenda Date: 4/4/2023

Agenda #: 8. B

DuPage County Stormwater Management News & Updates

DuPage County, Illinois sent this bulletin at 03/21/2023 01:40 PM CDT

March 2023

[View this email in your browser](#)



DuPage County Names Water Quality Grant Recipients



[\[Link\] Water Quality Improvement Program Grant Story Map](#)

The DuPage County Stormwater Management (SWM) Planning Committee voted on the 2023 recipients of the County's Water Quality Improvement Program grant in early March. In its 24th year, the Water Quality Improvement Program grant awards up to 25 percent of funding for projects exhibiting a regional water quality benefit. DuPage County received nine applications this year for projects totaling more than \$3.5 million. The Stormwater Committee awarded more than \$364,000 to nine projects countywide, all of which aim to improve the quality of local streams and rivers.

[More Info](#)

Flood Safety Preparedness Week



Stormwater Committee Chairman Jim Zay kicks off a Flood Operations Tabletop Exercise to prepare staff for various flooding scenarios within the County.

Flood Safety Preparedness Week was March 6-10. The annual event is great opportunity to learn about flood risk and take action to prepare your home and family. SWM staff participated in a Flood Operations Tabletop Exercise to prepare for various flooding scenarios within the County. Did you know SWM operates 17 flood control facilities? The SWM website provides access to real-time water resource data collected throughout the county, including 17 flood control facilities, 22 rain gages, 25 stream gages, and 14 monitoring cameras.

[More Info](#)

Partners for Conservation Cost-Share Programs

Kane-DuPage Soil and Water Conservation District provides technical assistance and cost-shares to help landowners looking to install conservation BMPs. Practices eligible for funding include: Rain Gardens, Pollinator Habitats, Well-Sealing, Constructed Wetlands, and more. The application deadline is April 15, 2023.

[More Info](#)

Around Town



Sponsored by SWM, SCARCE hosted an "Attainable Sustainables" class for DuPage County teachers in early March. The workshop exposed teachers to the dynamic world of water management in DuPage. Throughout the day, teachers witnessed STEM (science, technology, engineering, and mathematics) in action through visits to the Elmhurst Quarry Flood Control Facility and DuPage County Water Commission, as well as hands-on training with SCARCE staff.



SWM staff and participants on a tour of the Elmhurst Quarry.

Upcoming Events

Water Quality Lunch 'N Learn

Thursday, April 13, 2023, Noon - 1:00 P.M.

SWM is hosting a free water quality webinar. Natural Communities' Nick Fuller will teach land managers how to create resilient and healthy ecosystems through Flywheel Ecology™, a three-dimensional Integrated Pest Management framework, for natural areas vegetation management. This management framework is a must have for anyone managing natural

areas, especially on larger scales and in tough-to manage environments. Advanced registration is required.

[More Info](#)

April Showers! Rain Barrels, Rain Gardens & Native Plants

Monday, April 17, 2023, 7:00 P.M. - 8:00 P.M.

Join Jim Kleinwachter of The Conservation Foundation as he discusses the Conservation@Home program, sponsored by SWM. He will discuss how rain barrels, rain gardens, and native plants work together to foster healthy ecosystems in your yard. He will also explain how to get a free consultation for your property. The free event will be held at the Addison Public Library (4 Friendship Plaza). Advanced registration is required.

[More Info](#)

2023 Sustainable Design Challenge

Tuesday, April 18, 2023, 9:00 A.M. - 11:00 A.M.

DuPage County and SCARCE are celebrating the 17th annual Sustainable Design Challenge, which promotes environmental and stormwater education in local high schools. Students from DuPage County high schools will display their innovative and resilient building and landscape designs on the first floor of DuPage County's Administration Building (421 N. County Farm Road, Wheaton, IL).

[More Info](#)

Naperville Earth Day Fair

Sunday, April 23, 2023, 1:00 P.M. - 4:00 P.M.

Sponsored by Naperville Park District and the City of Naperville, this free, family-friendly event will include children's activities, eco-friendly vendors, and free native seeds and saplings. Attendees will also learn about the benefits of native plantings, discover energy-saving items, view demonstrations, and attend presentations by experts, including SWM. It will be held at Fort Hill Activity Center (20 Fort Hill Drive, Naperville).

[More Info](#)

Warrenville Arbor Day Event

Sunday, April 29, 2023, 10:00 A.M. - 12:00 P.M.

Warrenville's Arbor Day celebration offers residents an opportunity to learn about the correct way to mulch trees, how to maintain their lawn without pesticides, and composting. Vendors, including SWM, will provide educational information regarding native plants, local wildlife, proper recycling techniques, and more. This event will take place at the Warrenville Park District Recreation Center (3S260 Warren Ave.).

[More Info](#)



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 #: 23-1350

Agenda Date: 4/4/2023

Agenda #: 8. C



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services



STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

FROM: Claire Kissane, Stormwater Management

SUBJECT: Sustainable Design Challenge

DATE: March 22, 2023

SWM, SCARCE Hosting Sustainable Design Challenge on April 18

Students from several DuPage County high schools will have their green building projects on display during the 17th annual Sustainable Design Challenge on Tuesday, April 18, which will be held in the 1st floor Atrium of DuPage County's Administration Building.

Sponsored by DuPage County Stormwater Management, SCARCE coordinates the annual event, which encourages students to construct building and landscape models using environmental and water-friendly design practices. In addition to inspiring students to explore careers in urban planning, architecture and engineering, the competition promotes environmental and stormwater education within Science, Technology, Engineering and Mathematics (STEM) curricula in local high schools.

This year's event features 17 student teams from local high schools, including York Community (Elmhurst), Glenbard East (Lombard), Wheaton Academy (West Chicago), Hinsdale Central (Hinsdale), Benet Academy (Lisle), and Chesterton Academy of the Holy Family (Lisle). Projects will be on display from 9 to 11 a.m. All DuPage County Stormwater Management Planning Committee members are invited to attend.



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0034-23

Agenda Date: 4/4/2023

Agenda #: 9. A

AWARDING RESOLUTION
ISSUED TO XYLEM WATER SOLUTIONS, INC.
TO PURCHASE PUMPS FOR THE ELMHURST QUARRY
(TOTAL AMOUNT \$1,117,795.85)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Stormwater Management Committee recommends County Board approval for the issuance of a contract purchase order to Xylem Water Solutions, Inc. for the purchase of stormwater pumps at the Elmhurst Quarry Flood Control Facility.

NOW, THEREFORE, BE IT RESOLVED that County Contract, covering said, for the purchase of stormwater pumps at the Elmhurst Quarry Flood Control Facility, for Stormwater Management, for the period of April 11, 2023 through November 30, 2023, be and it is hereby approved for issuance of a contract by the Procurement Division, to Xylem Water Solutions Inc., 9661 194th Avenue, Mokena, IL 60448, for a total contract amount not to exceed \$1,117,795.85. Per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids - Sole Source.

Enacted and approved this 11th of April, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-1169	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$1,117,795.85
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$1,117,795.85	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Xylem Water Solutions USA, Inc.	VENDOR #: 14030	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Chris Tuinstra	VENDOR CONTACT PHONE: 708-781-0177	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupageco.org
VENDOR CONTACT EMAIL: christopher.tuinstra@xylem.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2306	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). 3-Flygt NP 3531 pumps, \$1,117,795.85 (Per sole source procurement)			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Replacement of three pumps at the west lobe of the Elmhurst Quarry Flood Control Facility. These pumps are at the end of their service life and need to be replaced to remain compatible with planned upgrades of the county's largest flood control facility.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE PROVIDER OF ITEMS THAT ARE COMPATIBLE WITH EXISTING EQUIPMENT, INVENTORY, SYSTEMS, PROGRAMS OR SE
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. Flygt Model 3531 pumps are currently located at the Elmhurst Quarry Flood Control Facility. Three existing pumps are at the end of their serviceable life and need to be replaced to coincide with the remaining existing pumps while also being compatible with the planned upgrades for the motor control center at the west lobe.
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. The equipment needs to be compatible with the existing pumps and operations equipment.
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. Manufacturer's letter supplied. The existing manufacturer's pumps are recommended to ensure properly working order of the entire flood control facility.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Xylem Water Solutions USA, Inc.	Vendor#: 14030	Dept: Stormwater Management	Division:
Attn: Chris Tuinstra	Email: Christopher.tuinstra@xyleminc.com	Attn: Jamie Lock	Email: jamie.lock@dupageco.org
Address: 9661 194th Ave	City: Mokena	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60448	State: IL	Zip: 60187
Phone: 708-781-0177	Fax:	Phone: 630-407-6705	Fax: 630-407-6701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Xylem Water Solutions USA, Inc.	Vendor#: 14030	Dept: Stormwater Management	Division:
Attn: Chris Tuinstra	Email: christopher.tuinstra@xyleminc.com	Attn: Jamie Lock	Email: jamie.lock@dupageco.org
Address: 9661 194th Ave	City: Mokena	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60448	State: IL	Zip: 60187
Phone: 708-781-0177	Fax:	Phone: 630-407-6705	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 11, 2023	Contract End Date (PO25): November 30, 2023
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		Stormwater pumps at the Elmhurst Quarry	FY23	1600	3000	54060		1,091,109.85	1,091,109.85
2	1	EA		Freight	FY23	1600	3000	54060		16,686.00	16,686.00
3	1	EA		Contingency	FY23	1600	3000	54060		10,000.00	10,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 1,117,795.85

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

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



**Xylem Water Solutions USA, Inc.
Flygt Products**

March 3, 2023

DUPAGE CNTY STORMWATER MGMT
421 N COUNTY FARM RD
421 N COUNTY FARM RD
WHEATON IL 60187-3978

9661 194th Street
Mokena, IL 60448
Tel (708) 342-0484
Fax (708) 342-0491

Quote # 2023-CHI-0219
Project Name: Dupage Quarry 3531 replacement
Job Name:

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

3531 2 pumps

Qty	Description
2	Flygt NP 3531, 63-870, 520 mm Intended for semi permanent wet installation, guiding claw included other installation components to be ordered individually Hard iron impeller and insert ring Drive Unit: 905 8 pole, 525 hp, 460 V, Std motor Cooling jacket for direct media cooling Insulated support bearing Cables Power: 2 x 150ft SUBCAB screened S6x95 + 95 + S(4x0.5) Cable Grip included. Material Shaft: AISI 431 Stainless steel Supervision FLS, leakage detector, in junction box FLS, leakage detector, in stator housing PT-100 in one stator winding PT-100 in lower bearing Pump memory

3531 2 pumps Price USD \$ 782,157.60

Freight not included. Actual freight will be charged.

3531 3 pump option

Qty	Description
-----	-------------



Qty	Description
3	<p>Flygt NP 3531, 63-870, 520 mm</p> <p>Intended for semi permanent wet installation, guiding claw included other installation components to be ordered individually</p> <p>Hard iron impeller and insert ring</p> <p>Drive Unit: 905</p> <p>8 pole, 525 hp, 460 V, Std motor</p> <p>Cooling jacket for direct media cooling</p> <p>Insulated support bearing</p> <p>Cables</p> <p>Power: 2 x 150ft SUBCAB screened S6x95 + 95 + S(4x0.5)</p> <p>Cable Grip included.</p> <p>Material</p> <p>Shaft: AISI 431 Stainless steel</p> <p>Supervision</p> <p>FLS, leakage detector, in junction box</p> <p>FLS, leakage detector, in stator housing</p> <p>PT-100 in one stator winding</p> <p>PT-100 in lower bearing</p> <p>Pump memory</p>

3531 3 pump option Price USD \$ 1,091,109.85

Freight not included. Actual freight will be charged.

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: PP/Add Actual Freight charge

Terms of Payment: 100% N30 after invoice date.

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Submittals will be supplied 2-4 weeks after order acceptance.

Schedule: Delivery lead times are 22-25 weeks after receipt of submittal approval and order acceptance.

Validity: This Quote is valid for (30) days.

Page 2 of 3



Other: Seller's payment shall not be dependent upon Buyer being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by Seller.

Customer Acceptance:

A signed facsimile copy of this quote is acceptable as a binding contract.

Signature: _____ Company/Utility: _____

Name : _____ Address: _____
(PLEASE PRINT)

Email: _____

Date: _____ Phone _____

PO#: _____ Fax: _____

COVID 19:

The, as of today, lead-time for equipment delivery is as indicated above, however due to the continuing disruptions of COVID-19, including extended production timeframes from our suppliers as a result of raw materials shortages, related labor constraints, and transportation and logistics-related delays due to a shortage of both truckers and containers, we can at this time only state what our current lead-time is expected to be. We will work closely with you to meet your needs as best possible in this uncertain time.

Sincerely,



Chris Tuinstra
Direct Sales Representative
Phone: 708-781-0177
Cell: 708-990-4919
christopher.tuinstra@xylem.com
Fax: 708-342-0491



Xylem Water Solutions USA, Inc. 9661 194 Ave.
Mokena, IL 60448
Tel 708-342-0484
Fax 708-342-0491



March 14, 2023

DuPage County Stormwater Management

421 N County Farm Road

Wheaton, IL 60187

Attn: Jamie Lock

RE: Sole Source Letter Request

Mrs. Lock,

First and foremost, thank you for allowing Xylem/Flygt the opportunity to work with Dupage County Public Works in assisting with your pumping needs. Per your recent request, this letter is to confirm that we are the only direct sales and service center with access to genuine Flygt products ,parts and components . Furthermore, the only Flygt authorized sales and service center in the Chicago area is the Xylem /Flygt office located here at 9661 194th Ave. , Mokena, IL 60448. We are the manufacturer of the products for which you have requested service.

We sincerely appreciate your business and look forward to assisting you with your future submersible pumping requirements. Please feel free to contact me at any time for sales, service and rental needs.

Sincerely,

Chris Tuinstra

Direct Sales Rep

Flygt products

Phone: 708-781-0177

Cell: 708-990-4919

christopher.tuinstra@xyleminc.com





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: Mar 17, 2023

Bid/Contract/PO #: _____

Company Name: Xylem Water Solutions	Company Contact: Chris Tuinstra
Contact Phone: 708-990-4919	Contact Email: christopher.tuinstra@xylem.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

[Redacted Signature]

Printed Name

Christopher Tuinstra

Title

Direct Sales Rep

Date

Mar 17, 2023

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



File #: SM-P-0035-23

Agenda Date: 4/4/2023

Agenda #: 9. B

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND ROBINSON
ENGINEERING, INC.
FOR ON CALL PROFESSIONAL ENGINEERING SERVICES
(TOTAL CONTRACT: \$95,000)

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to construct stormwater management and drainage improvements and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 & 5/5-15001 *et seq.*); and

WHEREAS, pursuant to said authority, the COUNTY periodically undertakes smaller scale stormwater management, drainage and flood control activities; and

WHEREAS, the COUNTY requires various professional engineering services as necessary for its flood control facilities and drainage studies; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional engineering services, on an on-call basis, and is willing to perform the required services for an amount not to exceed ninety-five thousand dollars and no cents (\$95,000.00); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 2-353 of the DuPage County Procurement Ordinance; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Robinson Engineering, Inc. is hereby accepted and approved in an amount not to exceed ninety-five thousand dollars (\$95,000.00); 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 Robinson Engineering, Inc., 127 N. Walnut Street, Itasca, IL 60143; DuPage County State's Attorney's Office; County Auditor; Finance Director; Treasurer; and Purchasing; by and through the Stormwater Management Department.

Enacted and approved this 11th of April, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-1224	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$95,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$190,000.00
	CURRENT TERM TOTAL COST: \$95,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: Robinson Engineering	VENDOR #: 30232	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Paul Ruscko	VENDOR CONTACT PHONE: 224-908-3981	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupageco.org
VENDOR CONTACT EMAIL: pruscko@reltd.com	VENDOR WEBSITE: https://reltd.com	DEPT REQ #: 1600-2308	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). First renewal - Contract for on-call engineering and professional services for inspection, evaluation, design and permitting for County owned and operated stormwater facilities			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished DuPage County's stormwater facilities require periodic inspection and certification to make sure they remain safe and functional. Occasionally, those inspections result in the need to repair/ perform maintenance or make modifications to the facility. Stormwater Management also periodically oversees construction of flood control projects and requires additional assistance with oversight, shop drawing review, and project management. This contract is to complete all of the work noted above as it relates to the department's roles and responsibilities.			

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. This is a contract renewal. This contract was vetted based on the County's Qualified Based Selection (QBS) process, which allows for Professional Services to be vetted through an open and transparent process. 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. Stormwater staff determined that Robinson has the most qualified staff based on the information received to perform necessary services.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Award contract to Robinson, a full service engineering firm, for on-call services related to the operation and maintenance of DuPage County Stormwater Management facilities. 2) Hire in-house structural, electrical, and mechanical engineers to inspect and evaluate several of the County owned and operated facilities which may require design and permitting services to be completed by others.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Robinson Engineering, Inc.	Vendor#: 30232	Dept: Stormwater Management	Division:
Attn: Paul Ruscko	Email: pruscko@reltd.com	Attn: Jamie Lock	Email: jamie.lock@dupageco.org
Address: 127 N. Walnut Street	City: Itasca	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60143	State: IL	Zip: 60187
Phone: 224-908-3981	Fax:	Phone: 630-407-6705	Fax: 630-407-6701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Robinson Engineering, Inc.	Vendor#: 30232	Dept: Stormwater Management	Division:
Attn: Paul Ruscko	Email: pruscko@reltd.com	Attn: Jamie Lock	Email: jamie.lock@dupageco.org
Address: 127 N. Walnut Street	City: Itasca	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60143	State: IL	Zip: 60187
Phone: 224-908-3981	Fax:	Phone: 630-407-6705	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 11, 2023	Contract End Date (PO25): May 31, 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 engineering and professional services for inspection, evaluation, design and permitting for County owned and operated stormwater facilities.	FY23	1600	3000	53010		60,000.00	60,000.00
2	1	EA			FY24	1600	3000	53010		35,000.00	35,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 95,000.00

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

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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND ROBINSON ENGINEERING.
FOR ON CALL DRAINAGE DESIGN ENGINEERING

This Professional Service Agreement (“AGREEMENT”), is made this 11th day of April, 2023 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Robinson Engineering, Ltd., an Illinois corporation licensed to do business in the State of Illinois, with offices at 127 N. Walnut Street, Suite 200, Itasca, IL 60143; (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 Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to develop watershed plans, undertake measures to control and protect against flooding, manage stormwater 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, pursuant to said authority, the COUNTY periodically undertakes small scale stormwater management, drainage and flood control activities; and

WHEREAS, the COUNTY requires various professional services (surveying, wetland analysis, flood plain modeling, etc.), on an on-call basis, as necessary for its small-scale stormwater management and drainage investigations, and

WHEREAS, the CONSULTANT has experience and expertise providing each of the 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 ninety five thousand dollars and no cents (\$95,000.00).

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 Paragraph 7.2, below, unless otherwise modified.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Work. 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.
- 2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its 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.
- 2.4 Any work, assignments or services to be performed by professionals under this AGREEMENT shall be performed and, or, supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

3.0 NOTICE TO PROCEED.

- 3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Director of the Stormwater Management Department (hereinafter referred to as the "Director"), or

his/her designee, in the form of a written notice to proceed following execution of the AGREEMENT by the appropriate County official.

- 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, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed 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 AND VENDORS.

- 4.1 The prior written approval of the COUNTY, through the person designated in Paragraph 3.1 above, shall be required before CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or work included within the Scope of Work. COUNTY approval of sub-consultant(s) includes approval of any new employee rates (Exhibit C) and/or fee schedule as referenced in this AGREEMENT.
- 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 the vendors' work was performed by the CONSULTANT under this AGREEMENT.
- 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 7.9 and 24.4 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in COUNTY-ordered tasks or work. The CONSULTANT shall further require every sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant to indemnify, and hold harmless the COUNTY (and the COUNTY'S officials, officers, employees, and agents) to the same extent the CONSULTANT is required to do so pursuant to Section 9.0 of this AGREEMENT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in the Scope of Work, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by May 31, 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" of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

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 only pay the CONSULTANT for "on-call" services when such services have been ordered by the COUNTY in writing. 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 ninety five thousand dollars and no cents (\$95,000.00). 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. The CONSULTANT may charge the COUNTY for direct expenses incurred during such work.

- 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.
- 7.4 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 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. When requested by the COUNTY as a condition of Federal or State assistance and, or, reimbursement, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced work. The CONSULTANT

shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

- 7.6 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure CONSULTANT's full performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.
- 7.7 Following the CONSULTANT's satisfactory completion of all work specified in Exhibit "A," and upon receipt, review and acceptance of all deliverables specified in Exhibit "B," the COUNTY shall make its final payment to the CONSULTANT, including payment of any retainage held back pursuant to Paragraph 7.6 above.
- 7.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.
- 7.9 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 website, 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 vendors of the revised rates of wages.

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 Director, Stormwater Management Department, 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 Director, Stormwater Management Department, 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 sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that 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 that all approved sub-consultants performing work under this AGREEMENT, including 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, and, further, which names the COUNTY as an additional insured on a primary and non-contributory basis in the same coverage types and same coverage amounts as the CONSULTANT is required to maintain per Section 8.0. The CONSULTANT shall keep on file evidence of its vendors' insurance coverage at all times and shall produce same to the COUNTY upon demand.
- 8.5 CONSULTANT'S insurance required by Paragraphs 8.1.c and d, above, shall name the COUNTY, its officers and employees as additional insured

parties. The Certificate of Insurance and endorsements shall state: "The County of DuPage, its officers and employees are named as additional insureds as defined in the [Commercial (Comprehensive) General Liability Insurance policy and/or Commercial (Comprehensive) Automobile Liability Insurance policy, as applicable] with respect to claims arising from CONSULTANT'S performance under this AGREEMENT."

9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or directly connected with, the CONSULTANT'S, or its vendor's, negligent or willful misconduct, errors or omissions in its, or their, performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, must be the State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove 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. CONSULTANT'S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1, et seq.) or otherwise available to it, or the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly the CONSULTANT'S, and subconsultant(s), standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY

and meets the quality and standards commonly provided by similar professional firms practicing in DuPage County, 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, and its vendors', 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 AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful misconduct by the CONSULTANT or its sub-consultant(s).

11.0 BREACH OF CONTRACT

- 11.1 In the event of any breach of contract, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach. The breaching party shall be allowed a reasonable opportunity to cure the breach. A Party's failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. 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. A breach of any covenant or term of this AGREEMENT by one of the CONSULTANT'S vendors shall be deemed a breach by the CONSULTANT.

12.0 OWNERSHIP OF DOCUMENTS.

- 12.1 The CONSULTANT agrees that 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 COUNTY

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

- 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, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, 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); and further certifies that it has not been barred from public contracting under any Federal statute or regulation. The CONSULTANT agrees that it shall not use any vendor that has been

barred from being awarded a public contract, or subcontract, under Illinois or Federal law to perform work under this AGREEMENT.

- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

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 acknowledges receipt of a copy of the DuPage County Procurement Ordinance, which is hereby incorporated into this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes to the Scope of Work or compensation in accordance with said Ordinance.

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 early termination of this AGREEMENT in accordance with the terms of Section 16.0, or
 - (b) The expiration of this AGREEMENT on May 31, 2024, or to a new date agreed upon by the parties.
 - (c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before May 31, 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, or during a provisional extension period. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT'S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to the AGREEMENT'S termination, or expiration, and delivered in accord 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 the COUNTY, at the COUNTY'S election.
- 16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, excepting surviving insurance and indemnification obligations, but the parties shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
- 16.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT.

- 17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 17.4 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT.

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

19.0 SEVERABILITY.

- 19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
- 19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW.

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

21.0 NOTICES.

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

Robinson Engineering, Ltd.
127 N. Walnut Street

Suite 200
Itasca, IL 60143
ATTN: Paul Ruscko

DuPage County Department of Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Sarah Hunn

- 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; (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (b) served by facsimile transmission during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by email transmittal during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday), return receipt requested; or (d) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, notices served by email shall be effective upon confirmation of delivery by electronic receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

23.0 FORCE MAJEURE.

- 23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

24.0 QUALIFICATIONS

- 24.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements

of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval. This provision shall also apply to any sub-consultant(s) used by the CONSULTANT in the performance of AGREEMENT-related work.

24.2 Reserved.

24.3 Failure of the CONSULTANT to use qualified personnel to perform technical or professional service for any task, assignment or project related to this AGREEMENT shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.

24.4 The CONSULTANT shall require all sub-consultants utilized for AGREEMENT-related work to employ qualified persons to the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT'S vendors being properly staffed while engaged in AGREEMENT-related work.

25.0 ACCESS TO PROPERTY.

- 25.1 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 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 to property 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 CONSULTANT'S request, proof of COUNTY'S permission, or legal authority, to enter onto the property of a third party.
- 25.2 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 the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

26.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES.

- 26.1 All non-hazardous samples and by-products from sampling processes in connection with the services provided under this AGREEMENT shall be disposed of by CONSULTANT in accordance with applicable law; provided, however, that any and all such materials, including wastes, that cannot be introduced back into the environment under existing law without additional treatment, and all hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the Services, shall be packaged in accordance with the applicable law by CONSULTANT and turned over to COUNTY for appropriate disposal. CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. CONSULTANT, at COUNTY'S request, may assist COUNTY in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but CONSULTANT shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. COUNTY shall sign all necessary manifests for the disposal of Hazardous Substances. If COUNTY requires: (1) CONSULTANT'S agents or employees to sign such manifests; or (s) CONSULTANT to hire, for COUNTY, the Hazardous Substances transportation, treatment, or disposal contractor, then for these two purposes, CONSULTANT shall be considered to act as

COUNTY'S agent so that CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

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

COUNTY OF DUPAGE

ROBINSON ENGINEERING, LTD

BY: _____
DEBORAH A. CONROY

BY: _____
PAUL RUSCKO

ATTEST:

ATTEST:

BY: _____
JEAN KACZMAREK, COUNTY CLERK

BY: _____
NAME:
TITLE:

EXHIBIT A

SCOPE OF WORK

This contract is an on-call contract that will have tasks assigned by the Director. These tasks may include the following:

1. Final Surveying - Conduct field survey as needed for the preparation of final design plans, specifications, contract documents, and plats of survey for the recommended improvements. Determine the locations and elevations of utilities, physical structures, pavements and other pertinent items (to be placed on final engineering plans). The County will provide digital two-foot topographic maps. A minimum of two permanent benchmarks are to be established within the project site for future use. Descriptions of the permanent benchmarks shall be included on the final plan set. All benchmarks shall be tied into the DuPage County system of benchmarks.

2. Final Stormwater Modeling - Develop final hydrologic/hydraulic computer model as necessary for final permitting requirements. Simulations shall be run for both existing and proposed 'final design' conditions. The modeling method to be utilized shall be approved by DuPage County staff prior to commencement of work. If necessary, for the evaluation of the final design, a downstream hydraulic analysis will be required to evaluate potential impacts to downstream properties.

3. Wetland Report & Analysis – Develop wetland report detailing potential wetland impacts and required wetland avoidance arguments per the requirements set forth by the County of DuPage and the Corp of Engineers. If project is located in close vicinity to regulatory wetlands, all required wetland field work will be included in the project scope. Only wetland firms previously approved by the County of DuPage will be allowed to serve as subconsultants on project design.

4. Final Permitting - Prepare and submit the necessary plans and permit applications to the appropriate agencies. These may include but not be limited to the following: The US Army Corps of Engineers, DuPage County Stormwater Management, DuPage County DOT, DuPage County Forest Preserve District, The Illinois Department of Conservation, The Illinois EPA, Illinois Department of Natural Resources, IDOT–Bureau of Roads, IDOT-Bureau of Hydraulics, and the Federal Emergency Management Agency. The Consultant shall be required to obtain all permits necessary for the construction of the final project design, unless explicitly directed otherwise in writing by the County.

5. Final Engineering Plans, Construction Specifications, and Contract Documents -

Final Engineering Plans and Construction Specifications:

Resolve design issues and prepare final construction level engineering drawings and construction specifications for the bidding and construction of the proposed improvements. The engineering plans shall generally consist of plan and profile

view drawings of the proposed improvements to a scale agreed upon with County staff, a project location map, general construction notes, a traffic control plan, an erosion control plan, a legend describing the symbols used, a summary of quantities, detailed drawings of proposed work items and methods, and cross sections at appropriate locations. For each item of the proposed improvements, the Consultant shall be required to prepare detailed construction specifications describing the work to be done to complete the item, material requirements, construction requirements, testing requirements, method of measurement, and basis for payment. Final engineering plans and specifications shall be signed and sealed by a registered Professional Engineer licensed to do business in the State of Illinois.

Contract Documents:

Prepare necessary bidding and contract documents required for the bidding and construction of the proposed improvements. The bidding and contract documents shall generally consist of the invitation to bid, instructions to bidders, bid form, general conditions of the contract, special provisions, contract construction forms and all other contents of the project contract document manual. The County will provide the General Conditions of the Contract upon which the contract documents shall be based. In addition, the County will provide the invitation to bid, instructions to bidders, bid form, and contract construction forms to the consultant in electronic format. These items will require modification by the Consultant to correspond with the final design submitted by the Consultant. Special provisions shall be provided by the Consultant for items not covered by the specifications or other parts of the contract documents.

6. Project Progress Meetings and Review of Deliverables – The Consultant shall attend to a project kickoff meeting and a 50 percent complete design review meeting with the County staff. The Consultant must address all design review comments submitted by the County. The Consultant must deliver 90 percent complete design drawings and specifications to the County for review and comments prior to finalizing the Contract Documents. All site surveying, stormwater modeling, wetland delineation and permits, easements, site benchmark and utility information must be completed prior to the 90 percent design review by the County.

7. Bidding and Construction Support - Provide assistance during the bidding process including preparing any necessary addendum's, drawings, and/or specifications. The Consultant may be required to be present at a pre-bid meeting (at a time and location to be arranged by the County) to answer technical questions regarding the project. Provide engineering services for any changes or clarifications required in the field as a result of any unforeseen conditions outside of the scope of this contract. Additional engineering services required due to professional errors or omissions shall be provided by the Consultant at no cost to the County.

EXHIBIT B

DELIVERABLES

The following deliverables are indicative of the deliverables that may be requested by the COUNTY under the terms of this contract. This contract is an on-call contract with deliverables specified by County staff. These may include:

1. Project support documentation
2. Meeting minutes
3. Correspondence (third party)
4. Survey information including:
 - Cross-section plots
 - Location map plotted on County topographic maps
 - Sketches of hydraulic structures
 - Computer input/output
 - Photographs of existing conditions
5. Existing stormwater conveyance system maps
6. Local watershed map
7. Horizontal and vertical control point map
8. Horizontal and vertical control point descriptions
9. Hydrologic model input and output files (hard copy and computer disk)
10. Hydraulic model input and output files (hard copy and computer disk)
11. Exhibits and props for public, committee, and County Board presentations
12. Construction level engineering plans, construction specifications, and contract documents (including one full set of plans on velum, or approved equal)
13. Utility maps (phone, sewer, electric, cable, water, gas, private utilities, etc.).
14. DuPage County stormwater management permit
15. All other necessary permits
16. Plat of easement exhibits for all required temporary and permanent easements
17. Engineer's cost estimate for the construction of the proposed improvements
18. Geotechnical report (prepared by approved subconsultant) detailing all analysis completed for the project

The County will provide the following materials for use with this project:

1. Assistance in public, committee, and County Board presentations
2. Guidance in establishing design criteria
3. Guidance in preparation of engineering plans, construction specifications, and contract documents
4. Electronic copies of the general conditions of the contract, the invitation to bid, instructions to bidders, bid forms, and contract construction forms
5. Guidance in establishing Specifications format
6. Guidance in selecting design materials
7. Electronic topography for project site area.
8. Copies of all requested aerial photography.

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.

ROBINSON

EXHIBIT B Robinson Engineering, Ltd. Average Hourly Rate Range		
Labor Billing Category	Min Rate	Max Rate
Principal Engineer 1	60.00	78.00*
Senior Project Manager 2	57.70	72.12
Senior Project Manager 1	55.54	60.10
Senior Engineer 3	56.00	56.47
Senior Engineer 2	47.41	47.93
Senior Engineer 1	45.11	45.94
Project Engineer 4	42.57	52.00
Project Engineer 3	43.68	46.54
Project Engineer 2	36.54	40.87
Project Engineer 1	29.33	33.65
Project Manager 3	48.00	48.00
Project Manager 1	33.65	60.58
Chief Land Surveyor	50.96	50.96
Land Surveyor 3	46.99	46.99
Senior Planner	56.49	56.49
Planner	48.00	48.00
Project Developer 1	34.62	37.02
GIS Coordinator	43.67	43.67
GIS Developer	38.64	38.64
CAD Manager	50.02	50.02
CAD Technologist 2	31.92	35.18
Resident Engineer 3	43.27	46.63
Resident Engineer 2	37.02	40.90
Resident Engineer 1	30.05	33.65
Resident Engineering Representative 2	36.54	42.05
Resident Engineering Representative 1	29.65	29.65
Field Superintendent	60.42	60.42
Field Crew Member 2	32.65	32.65
Field Crew Member 1	23.07	23.07
Operator 3	30.35	30.35
Operator 1	19.00	21.63
Operations Coordinator	28.61	29.45
Field Crew Chief	26.44	41.42
IT Coordinator	60.10	60.10
IT Technologist	38.46	38.46
Administrative 1	21.37	39.27
Administrative 2	24.25	25.07
Project Administration	27.77	64.90

CIORBA

[illegible]

GEOCON



2022 Unit Rate Sheet Robinson Engineering, Ltd.

ENGINEERING SERVICES

Engineering services for on-site monitoring and evaluation, construction materials testing, job site meetings, report preparation and review, and consultation field and laboratory. Field and Laboratory testing reports will be subject to engineering review, charged at the applicable rate.

Administrative	\$ 79.00 Per Hr.	Judy Green	Jessica Wilkens		
Project Developer 1	\$ 107.00 Per Hr.	Misty Hathcoat			
Project Engineer 1	\$ 124.00 Per Hr.	Nelson Hatheway	Ben Skolek		
Project Engineer 2	\$ 134.00 Per Hr.	Brandon Filafusi, EIT			
Project Engineer 3	\$ 144.00 Per Hr.	Joe Abu-Bake, PE	Nolan Hagge, PE		
Senior Engineer 1	\$ 166.00 Per Hr.	Nick Lococo, PE	Brian Place, PE	Manhar Patel	Karl Jacobson
Senior Project Manager 1	\$ 183.00 Per Hr.	Ken Rippey, PE	Larry Zablock, EIT		

FIELD TESTING SERVICES

Technical services for on-site monitoring and testing of construction materials including earthwork, foundation, slab-on-grade, concrete, masonry, structural steel, fireproofing roofing and pavement construction.

Senior Engineering Technician	\$ 137.00 Per Hour	Nuclear Density Gauge	Included in hourly rate
Structural Steel Inspector	\$ 150.00 Per Hour	Trip Charge	\$ 0.585 per mile

LABORATORY AND MISCELLANEOUS TESTING SERVICES

Concrete Cyl Compression Test	\$ 25.00 Each	Floor Flatness Machine	\$175/Per Day
Mortar Cube Compression Test	\$ 25.00 Each	UT Machine	\$140/ Per Day
Standard Proctor	\$ 225.00 Each	Modified Proctor	\$ 225.00 Each

REMARKS

1. All field testing will be billed portal to portal to and from our office with a minimum charge of 4 hours, including same day cancellations. If onsite testing exceeds 6 hours, it will be billed for a minimum 8-hour day. Full time testing, starting on the sixth consecutive 8-hour day will be billed for onsite time only.
2. Client and or contractor is responsible for providing safe access to all areas needing to be tested and or inspected including manlifts, scaffolds etc.
3. Overtime approved by the Client will be invoiced at 1.5x standard rate for work beyond eight (8) hours/day, work outside the standard 7:00-3:00 shift, and Saturdays. Sundays Holidays will be 2.0x standard rates.
4. Night shift work will be invoiced at 1.25 x standard rate.
5. All fixed hourly labor rates included in GEOCON's proposal that are governed by the Collective Bargaining Agreement (CBA) with Local 150 are subject to automatically increase March 1st of every year based on the % increase included in the governing CBA.
6. Lab testing performed on Saturdays at the request of the client will include an additional lab fee of \$200 per day.
7. Services and fees not listed will be quoted upon request. The above prices include one hard copy of reports distributed as requested and electronic distribution as needed to applicable parties.
8. Invoices will be due within 30 days from the date of issue.



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: Mar 17, 2023

Bid/Contract/PO #: _____

Company Name: Robinson Engineering, Ltd.	Company Contact: Paul R. Ruscko
Contact Phone: 708-225-8200	Contact Email: pruscko@reltd.com

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

- 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
CITIZENS TO ELECT JIM ZAY	Robinson Engineering, Ltd	check payment for sponsorship	\$1,500.00	Sep 7, 2022
CITIZENS TO ELECT JIM ZAY	Robinson Engineering, Ltd	check payment for sponsorship	\$1,000.00	Aug 17, 2022

- 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
Paul R. Ruscko	(847) 250-5635	pruscko@reltd.com
Richard Leber	(847) 250-5635	rleber@reltd.com
Aaron Fundich	(847) 250-5635	afundich@reltd.com
Don Zeilenga	(847) 250-5635	dzeilenga@reltd.com
Mark Wesolowski	(847) 250-5635	mwesolowski@reltd.com

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

Paul R. Ruscko

Title

Senior Project Manager

Date

Mar 17, 2023



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: Mar 17, 2023

Bid/Contract/PO #: On Call Facilities

Company Name: Ciorba Group, Inc	Company Contact: Melissa Bentz
Contact Phone: 773-355-2923	Contact Email: mbentz@ciorba.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

[Redacted Signature]

Printed Name

Melissa Bentz

Title

CFO

Date

Mar 17, 2023

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



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0036-23

Agenda Date: 4/4/2023

Agenda #: 9. C

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND V3 CONSTRUCTION GROUP, LTD. FOR PROFESSIONAL NATIVE VEGETATION MANAGEMENT SERVICES

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to construct stormwater management, drainage and flood control improvements and to enter into agreements for the purposes related to stormwater management and flood control (55 ILCS 5/5-1062.3 and 5/5-15001, et seq.); and

WHEREAS, pursuant to said authority, the COUNTY has constructed stormwater management, drainage and flood control facilities, several of which have native vegetation components installed per the applicable governmental regulations; and

WHEREAS, the COUNTY requires professional services associated with native vegetation management at various County facilities necessary to maintain compliance with the DuPage County Countywide Stormwater and Flood Plain Ordinance ("CSFPO") and U.S. Army Corps of Engineers ("ACOE") approvals; and

WHEREAS, V3 CONSTRUCTION GROUP, LTD. ("CONSULTANT") has experience and expertise in this area, is in the business of providing professional native vegetation management services and is willing to perform the required services for an amount not to exceed seventy five thousand dollars (\$75,000.00); and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and V3 Construction Group, Ltd. is hereby accepted and approved for an amount not to exceed seventy five thousand dollars, (\$75,000.00), and that the Chair of the DuPage County Board is hereby authorized and directed to execute the attached AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the County Clerk be directed to record this AGREEMENT in the DuPage County Recorder of Deeds Office; and

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit electronic copies of this Resolution and a recorded copy of the attached AGREEMENT to the DuPage County Stormwater Management Department and Nick Alfonso, State's Attorney's Office

Enacted and approved this 11th of April, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-1227	RFP, BID, QUOTE OR RENEWAL #: 23-021-SWM	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$75,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$300,000.00
	CURRENT TERM TOTAL COST: \$75,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: V3 Construction Group, Ltd.	VENDOR #: 10802	DEPT: Stormwater Management	DEPT CONTACT NAME: Jenna Fahey
VENDOR CONTACT: Mike Famiglietti	VENDOR CONTACT PHONE: 630-330-7626	DEPT CONTACT PHONE #: 407-6728	DEPT CONTACT EMAIL: jenna.fahey@dupageco.org
VENDOR CONTACT EMAIL: mfamiglietti@v3co.com	VENDOR WEBSITE: https://www.v3co.com	DEPT REQ #: 1600-2309	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Hire a firm specializing in native vegetation management to assist DuPage County staff with the maintenance of native vegetation at various County owned properties. This contract is an interdepartmental shared services for SWM, PW, DOT and Facilities Management. The cost of these services will be provided on an on-call basis for a cost not to exceed \$75,000.00			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Selected through DuPage County Procurement Department's RFP process for professional services. RFP #23-021-SWM			

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.
RFP (REQUEST FOR PROPOSAL)	

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. Maintenance of the native vegetation on the County owned properties is necessary for both functional and aesthetic performance. Many of the properties are located in residential or business areas that are frequently viewed or used for passive recreation by many DuPage County residents. The County has a responsibility to maintain these properties and to prevent infestations of unsightly and non-native weedy vegetation.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Approve contract with V3 Construction Group to provide native vegetation maintenance services on County owned properties as directed by staff for an amount not to exceed \$75,000. 2) Complete native vegetation management services for the projects in-house. Not feasible due to the limitations of staff capabilities such as required herbicide licenses, prescribed burn training; and lack of proper equipment. 3) Do nothing. This option is not recommended as DuPage County has a responsibility to maintain the vegetation on their facilities.

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: V3 Construction Group. Ltd.	Vendor#: 10802	Dept: Stormwater Management	Division:
Attn: Mike Famiglietti	Email: mfamiglietti@v3co.com	Attn: Jenna Fahey	Email: jenna.fahey@dupageco.org
Address: 7325 Janes Ave	City: Woodridge	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60517	State: IL	Zip: 60187
Phone: 630-330-7626	Fax:	Phone: 630-407-6728	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: V3 Construction Group. Ltd.	Vendor#: 10802	Dept: Stormwater Management	Division:
Attn: Mike Famiglietti	Email: mfamiglietti@v3co.com	Attn: Jenna Fahey	Email: jenna.fahey@dupageco.org
Address: 7325 Janes Ave	City: Woodridge	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60512	State: IL	Zip: 60187
Phone: 630-330-7626	Fax:	Phone: 630-407-6728	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 1, 2023	Contract End Date (PO25): Apr 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		Maintenance of the native vegetation on the County owned properties.	FY23	1600	3000	53340		50,000.00	50,000.00
2	1	EA		Maintenance of the native vegetation on the County owned properties	FY24	1600	3000	53340		25,000.00	25,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 75,000.00

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

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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND V3 CONSTRUCTION GROUP, LTD. FOR PROFESSIONAL NATIVE
VEGETATION MANAGEMENT SERVICES

This Professional Service Agreement (“AGREEMENT”), is made this 11th of April, 2023 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and V3 Construction Group, Ltd, licensed to do business in the State of Illinois, with offices at 7325 Janes Ave, Woodridge, IL 60517; (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 Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to develop watershed plans, undertake measures to control and protect against flooding, manage stormwater 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, pursuant to said authority, the COUNTY has constructed stormwater management, drainage and flood control facilities, several of which have native vegetation components installed per the applicable governmental regulations; and

WHEREAS, the COUNTY requires professional services associated with native vegetation management at various County facilities as determined necessary in compliance with the DuPage County Countywide Stormwater and Flood Plain Ordinance and U.S. Army Corps of Engineers (“ACOE”) approvals; and

WHEREAS, CONSULTANT has experience and expertise in this area and is in the business of providing such professional native vegetation management services and is willing to perform the required services for an amount not to exceed seventy five thousand dollars (\$75,000.00); and

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

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.

- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and a part thereof.

2.0 SCOPE OF SERVICES.

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 7.2, below, unless otherwise modified.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Work. 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.
- 2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its 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.
- 2.4 Any work, assignments, or services to be performed by professionals under this AGREEMENT shall be performed and, or, supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

3.0 NOTICE TO PROCEED.

- 3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the 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 appropriate County official.

- 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, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed 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, through the person designated in Paragraph 3.1 above, shall be required before CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or work included within the Scope of Work.
- 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 the vendors' work was performed by the CONSULTANT under this AGREEMENT.
- 4.3 The CONSULTANT shall require any sub-consultant, or sub-contractor, hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant, or sub-contractor, also meets the terms of Sections 8.0 and 13.0 and Paragraphs 7.9 and 24.4 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in COUNTY-ordered tasks or work. The CONSULTANT shall further require every sub-consultant, and sub-contractor, hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant to indemnify, defend and hold the COUNTY harmless to the same extent the CONSULTANT is required to do so pursuant to Section 9.0 of this AGREEMENT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in the Scope of Work, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the

written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by April 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 A of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

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 seventy five thousand dollars (\$75,000.00). 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, as outlined on Exhibit A the COUNTY will pay for each specified task at the fees set forth on Exhibit B. Additional tasks as approved by the COUNTY shall be paid at an hourly rate basis at a 2.8 multiplier applied to the actual hourly rates of CONSULTANT'S staff. The multiplier includes the CONSULTANT'S overhead, profit and incidental costs. A chart listing the hourly rates, with the multiplier applied, for CONSULTANT'S staff, identified by position or assignment, is also set forth in Exhibit B.

- 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 B. 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 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. When requested by the COUNTY as a condition of Federal or State assistance and, or, reimbursement, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced work. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.
- 7.6 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure CONSULTANT's full performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.
- 7.7 Following the CONSULTANT's satisfactory completion of all work specified in Exhibit B, and upon receipt, review and acceptance of all deliverables specified in Exhibit A, the COUNTY shall make its final payment to the CONSULTANT,

including payment of any retainage held back pursuant to Paragraph 7.6 above.

- 7.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.
- 7.9 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. 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 website 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 website, 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 and sub-contractors of the revised rates of wages.

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 Director, Stormwater Management Department, 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 Director, Stormwater Management Department, 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 sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that 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 that all approved sub-consultants performing work under this AGREEMENT, including 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, and, further, which names the COUNTY as an additional insured on a primary and non-contributory basis in the same coverage types and same coverage amounts as the CONSULTANT is required to maintain per Section 8.0. The CONSULTANT shall keep on file evidence of its vendors' insurance coverage at all times and shall produce same to the COUNTY upon

demand.

- 8.5 CONSULTANT'S insurance required by Paragraphs 8.1.c and d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: "The County of DuPage, its officers and employees are named as additional insureds as defined in the [Commercial (Comprehensive) General Liability Insurance policy and/or Commercial (Comprehensive) Automobile Liability Insurance policy, as applicable] with respect to claims arising from CONSULTANT'S performance under this AGREEMENT."

9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or directly connected with, the CONSULTANT'S, or its vendor's, negligent or willful misconduct, errors or omissions in its, or their, performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, must be the State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove 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. CONSULTANT'S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.

- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1, et seq.) or otherwise available to it, or the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S, and subconsultant(s), standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional firms practicing in DuPage County, 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, and its vendors', 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 AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful misconduct by the CONSULTANT or its sub-consultant(s).

11.0 BREACH OF CONTRACT

- 11.1 In the event of any breach of contract, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach. The breaching party shall be allowed a reasonable opportunity to cure the breach. A Party's failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten

(10) days written notice thereof to the breaching party. 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. A breach of any covenant or term of this AGREEMENT by one of the CONSULTANT'S vendors shall be deemed a breach by the CONSULTANT.

12.0 OWNERSHIP OF DOCUMENTS.

- 12.1 The CONSULTANT agrees that 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 COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

- 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, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, 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); and further certifies that it has not been barred from public contracting under any Federal statute or regulation. The CONSULTANT agrees that it shall not use any vendor that has been barred from being awarded a public contract, or subcontract, under Illinois or Federal law to perform work under this AGREEMENT.

- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

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 acknowledges receipt of a copy of the DuPage County Procurement Ordinance, which is hereby incorporated into this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes to the Scope of Work or compensation in accordance with said Ordinance.

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 early termination of this AGREEMENT in accordance with the terms of Section 16.0, or
 - (b) The expiration of this AGREEMENT on April 30, 2024, or to a new date agreed upon by the parties.

- (c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before April 30, 2024.
 - (d) The COUNTY and CONSULTANT reserve the right to renew this contract for a one year term, with expressed written agreement between both parties. If both parties elect to renew, this Agreement shall be extended through April 30, 2025.
- 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, or during a provisional extension period. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT'S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to the AGREEMENT'S termination, or expiration, and delivered in accord 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 the COUNTY, at the COUNTY'S election.
- 16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, excepting surviving insurance and indemnification obligations, but the parties shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
- 16.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within

fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT.

- 17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 17.4 In event of a conflict between the terms or conditions 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.

20.1 GOVERNING LAW.

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

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

21.0 NOTICES.

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

V3 Construction Group, Ltd
7325 Janes Ave
Woodridge, IL
ATTN: Mike Famiglietti

DuPage County Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Sarah Hunn

DuPage County State's Attorney's Office
503 N. County Farm Rd
Wheaton, IL 60187
ATTN: Civil Bureau

- 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; (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (b) served by facsimile transmission during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by email transmittal during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday), return receipt requested; or (d) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, notices served by email shall be effective upon confirmation of delivery by electronic receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

- 22.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the

failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

23.0 FORCE MAJEURE.

- 23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

24.0 QUALIFICATIONS

- 24.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval. This provision shall also apply to any sub-consultant(s) used by the CONSULTANT in the performance of AGREEMENT-related work.

24.2 RESERVED

- 24.3 Failure of the CONSULTANT to use qualified personnel to perform technical or professional service for any task, assignment or project related to this AGREEMENT shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.

- 24.4 The CONSULTANT shall require all sub-consultants utilized for AGREEMENT-related work to employ qualified persons to the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT'S vendors being properly staffed while engaged in AGREEMENT-related work.

25.0 ACCESS TO PROPERTY.

- 25.1 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 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 to property 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 CONSULTANT'S request, proof of COUNTY'S permission, or legal authority, to enter onto the property of a third party.

- 25.2 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 the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

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

COUNTY OF DUPAGE

V3 Construction Group, Ltd.

BY: _____
DEBORAH A. CONROY
CHAIR
DUPAGE COUNTY BOARD

BY: _____
MIKE FAMIGLIETTI
VICE PRESIDENT
V3 CONSTRUCTION GROUP, LTD.

ATTEST BY: _____ ATTEST BY: _____

JEAN KACZMAREK
COUNTY CLERK

NAME:
TITLE:

Exhibit A

Work includes notifications, establishing fires breaks, conducting the burn safely, extinguishing all hot spots and all equipment necessary to complete a controlled burn. Burns shall be completed under the supervision of the CONSULTANTS staff who have been certified through the Illinois Department of Natural Resources as a Prescribed Burn Manager and National Wildfire Coordinating Groups S130- S190. At a minimum CONSULTANT's employees participating in the prescribed burn shall have a Chicago Wilderness Midwest Ecological Burn Crew Member Certification. CONSULTANT shall maintain all bond and insurance coverage required under applicable Federal, State and Local Law to perform prescribed burns in addition to the requirements in this agreement.

- **Selective Clearing.** CONSULTANT will remove brush of only non-native and invasive species when directed by the COUNTY. Brush clearing is typically completed during the winter season; therefore, the CONSULTANT'S employees will be trained in the identification of woody brush species during all seasons.

This work may include woody material up to 5" DBH and includes herbicide application to all stumps. Cut, stack, and burn includes notifications, securing all necessary permits and other applicable requirements/certifications listed above under prescribed burn. Cut and stack may involve dragging materials a short distance for easy pick-up by others.

- **Mowing.** CONSULTANT will complete specialized or high mowing to reduce coverage of non-native or invasive species within a naturalized area. Prior to mowing the CONSULTANT will consider the target species, timing of reproductive cycle of the target species, and existing site conditions. Mowing will be scheduled as such, so that it does not interfere with the growth and spread of the desirable native species. Mowing services shall be timed to minimize weed seed production. Mowing includes operator, equipment, and fuel.
- **Erosion Control Blanket Installation.** CONSULTANT will obtain and determine the type of blanket necessary based on site conditions, time of year, steepness of slope (when present) to ensure successful germination of native plants. Erosion control blanket must be 100% biodegradable. Cost includes purchase of the materials and installation.
- **Other Native Landscaping Services.** CONSULTANT will provide other services as determined necessary and approved by the COUNTY. These tasks will be completed as required to meet specific permit performance requirements of the County and U.S. Army Corps of Engineers or the overall site restoration goals.

Work includes notifications, establishing fire breaks, conducting the burn safely, extinguishing all hot spots and all equipment necessary to complete a controlled burn. Burns shall be completed under the supervision of the CONSULTANTS staff who have been certified through the Illinois Department of Natural Resources as a Prescribed Burn Manager and National Wildfire Coordinating Groups S130- S190. At a minimum CONSULTANT's employees participating in the prescribed burn shall have a Chicago Wilderness Midwest Ecological Burn Crew Member Certification. CONSULTANT shall maintain all bond and insurance coverage required under applicable Federal, State and Local Law to perform prescribed burns in addition to the requirements in this agreement.

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EXHIBIT B

SECTION 8 - BID FORM PRICING

The CONSULTANT shall invoice the COUNTY for services rendered, as ordered by the COUNTY, at the fees set forth herein. CONSULTANT's fees include all wages and salaries for personnel, materials, equipment rental, mileage, mobilization and overhead expenses related to the CONSULTANT's performance of the specified service or task.

NO	ITEM	UOM	PRICE
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	a. hand broadcast 1 (permanent seeding)	ACRE	\$ 2,323.00
	b. hand broadcast 2 (supplemental seeding)	ACRE	\$ 1,507.00
	b. ATV/machine broadcast	ACRE	\$ 1,944.00
	c. drill seed	ACRE	\$ 2,197.00
	d. ground prep (light roto-tilling)	ACRE	\$ 437.00
	e. installation of plant plug (2.25" x 5" sized) Common native species will be requested	EA	\$ 2.35
	f. installation of plant plug (1 gallon sized) Common native species will be requested	EA	\$ 6.50
	TOTAL SECTION 1		\$ 8,416.85

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	a. spot spray (routine/light to moderate coverage)	ACRE	\$ 633.00
	b. spot spray (heavy coverage)	ACRE	\$ 1,001.00
	c. hand wick (routine/light to moderate coverage)	ACRE	\$ 943.00
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	TOTAL SECTION 2		\$ 6,527.00

NO	ITEM	UOM	PRICE
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	a. cut, stack, burn (light density)	ACRE	\$ 5,647.00
	b. cut, stack, burn (medium density)	ACRE	\$ 4,910.00
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	j. herbicide application to stumps only The scale of this work may vary significantly; therefore, the CONSULTANT must submit a quote to DuPage County Stormwater Management staff for approval prior to work.	PER QUOTE	
	TOTAL SECTION 3		\$ 53,202.00
	Grand Total Sections 1-3		\$ 68,145.85
GRAND TOTAL SECTIONS 1-3 (In words)			

NO	ITEM	UOM	PRICE
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	a. permit, plan, notifications and administration	SITE	\$ 2,139.00
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8	HOURLY RATE SHEDULE FOR ADDITIONAL SERVICES		
	Project Manager	HOUR	\$ 207.00
	Crew Leader	HOUR	\$ 92.00
	Restoration Technician	HOUR	\$ 69.00

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 [Signature] _____
(Signature and Title) Treasurer



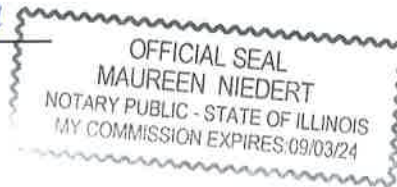
CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this Ninth day of March AD, 2023

[Signature] _____

My Commission Expires: 9/3/2024
(Notary Public)



RFP RESPONSE

DUPAGE COUNTY, STORMWATER MANAGEMENT



PROFESSIONAL ON-CALL NATIVE VEGETATION
MANAGEMENT (VARIOUS SITES)

Primary Contact



Andrea Pini : Project Manager
Cell: 630.688.6194
Office: 630-729-6266
email: apini@v3co.com



PROJECT UNDERSTANDING & APPROACH OVERVIEW

RFP RESPONSE

V3 respectfully submits this response to the DuPage County's request for native vegetation management services at several mitigation properties throughout DuPage County.

PREQUALIFICATIONS

V3 is prequalified with DuPage County in Natural Resources Management.

V3 is prequalified with IDOT in both selective clearing and vegetation spraying

Having successfully provided services for this contract over the past two years, V3 has worked with the County team to develop a mutual understanding of the project goals and the resource requirements for executing the necessary work. As with any ecological restoration project, it's important to evaluate site conditions over a period of time to determine the most effective tasks and methodology to reach the defined goals.

V3 staff has developed a familiarity with many of the project locations and has come to understand the unique challenges they present. Critical to achieving the project goals is not only the execution of the field work, but the ability to effectively communicate with DuPage County staff so the appropriate follow-up tasks are scheduled and budgets are maintained.

Based on V3's level of experience with this contract we can provide a high level of efficiency and cost effectiveness to the project. V3's ecological restoration staff is comprised of senior ecologists, botanists, project managers, and restoration professionals who are passionate about native restoration. The V3 field office is located in Villa Park IL and proves to be a very central location for addressing needs in DuPage County.

V3 will continue to utilize an experienced team of restoration ecologists and construction professionals to execute the required activities. All work is performed with "in-house" crews and equipment. Typical maintenance activities will include chemical and mechanical weed control, seeding, native planting, prescribed burning, woody debris removal, erosion control installations, irrigation and mowing.



SUMMARY OF SIMILAR PROJECTS

ON-CALL NATIVE VEGETATION MANAGEMENT 2018-2019 | DUPAGE COUNTY - V3 was responsible for responding to requests from DuPage County for providing services such as chemical and mechanical weed control, invasive woody removals, vegetation mowing, and native seeding. V3 worked with the County to assist in evaluating the most cost-effective methods for treating invasive species. By making field observations V3 staff were able to provide the county with monitoring current site conditions and offer insights into future management recommendations.





SUMMARY OF SIMILAR PROJECTS

NATURALIZED BASIN MANAGEMENT & ECOLOGICAL CONSULTING

| VILLAGE OF ROMEOVILLE - In 2009, V3 performed an initial ecological site inspection for Village-owned natural areas and naturalized stormwater management facilities. Since then, V3 has performed various services for the Village-related to designing, managing, restoring and monitoring natural areas and naturalized stormwater management facilities. In addition, V3 performs annual maintenance, monitoring and reporting services for all Village-owned naturalized stormwater management facilities. Project sites include:

- Century Park is a naturalized stormwater detention basin totaling 3.7 acres. The natural area consists of native shallow emergent wetland surrounded by a narrow prairie buffer strip.
- Lakewood Estates is a naturalized stormwater detention basin. The site is located within the Lily Cache Slough and positioned between the Haley Meadows naturalized detention basin to the west, Mather South Preserve to the east, and O'Hara Woods State Nature Preserve to the south. The site is 15.40 acres in size. It has 6.5 acres of open water with an emergent wetland shoreline surrounded by 8.9 acres of wet-mesic prairie.
- Poplar Ridge is comprised of two naturalized detention basins. Both basins combined have 0.9 acres of prairie, 2.2 acres of wetland and 0.3 acres of turf grass surrounding them.
- Volunteer Park is a naturalized stormwater detention basin totaling 1.37 acres. It is comprised of emergent wetland vegetation.

WEST BRANCH FOREST PRESERVE WETLAND, FEN & RIVER

| DUPAGE COUNTY - This complex, multi-year project involved the restoration of a more than 330-acre area within a forest preserve including a one-mile section of the West Branch of the DuPage River, 158 acres of wetlands, a 34-acre fen and adjacent prairie and savanna communities. Project goals included improving stormwater management, enhancing aquatic and terrestrial habitat and reducing invasive species pressure to allow native communities to establish. The river restoration posed a daunting challenge, requiring a solution that involved diverting the existing river while accommodating 100-year storm event volumes. V3 restored the river in phases, building lined diversion channels along the length of the river, addressing erosion issues, stabilizing the banks and enhancing wetland hydrology by connecting the river to the floodplain. V3 is conducting three years of ecological maintenance and monitoring.

DUPAGE COUNTY FOREST PRESERVE DISTRICT WIDE

MANAGEMENT | DUPAGE COUNTY FOREST PRESERVE DISTRICT

V3 provides on call services in the magnitude of approximately 3000-man hours per year across over 50 project sites within DuPage County. Services provided include; hand herbicide application, ATV boom spraying, selective woody removals, chipping, brush pile burning, maintenance of landscaped planting beds, tractor mowing, planting, seeding and irrigation. V3 works very closely with the Forest Preserve to ensure that resources are made readily available and prioritized for fast response times. V3 has extensive experience maintaining high profile planting beds such as the Forest Preserve Headquarters.



KEY PROJECT PERSONNEL

PROJECT DIRECTOR

MIKE FAMIGLIETTI, P.E. | PROJECT DIRECTOR | 27 YEARS OF EXPERIENCE - Mike has more than 25 years of experience in the construction industry with expertise in the management and execution of ecological, site development and infrastructure projects.

PROJECT MANAGER

ANDREA PINI | PROJECT MANAGER/ECOLOGIST | 10 YEARS OF EXPERIENCE - Andrea is a Project Manager responsible for performing all activities related to native area planning and creation. Her expertise includes yearly restoration plan creation and floristic site design, as well as planning of maintenance, design, site monitoring and project management. Andrea directs restoration activities, communicating directly with clients and assisting with the planning, direction and implementation of ecological management activities. Her restoration experience includes restoration and improvements to streams, wetlands, woodlands and prairies.

FIELD OPERATIONS MANAGER

JOE SMRT | FIELD OPERATIONS MANAGER | 6 YEARS OF EXPERIENCE - Brad actively manages all field operations and assists with project management responsibilities. He provides quality control for the execution of all field tasks, supervises the work being executed and also participates in the completion of the work. He is responsible for executing all field activities and allocating the appropriate resources to the project including personnel, equipment and materials.

HERBICIDE APPLICATORS & OPERATORS

HERBICIDE APPLICATORS & HERBICIDE OPERATORS - All of our field operations team members have a valid State of Illinois Pesticide Applicator and/or Operator License.

PRESCRIBED BURN MANAGER

BRAD MILLIS | PRESCRIBED BURN MANAGER | 12 YEARS EXPERIENCE - Brad is responsible for ongoing site management and monitoring of many of V3's wetland mitigation and restoration projects. Brad conducts and supervises ecological management activities including native planting/seeding, selective woodland thinning, herbicide application, and prescribed burns. Brad has a valid Illinois Certified Prescribed Burn Manager Certificate issued by IDNR and has successfully completed NWCG S290 training.

PRESCRIBED BURN SPECIALISTS

PRESCRIBED BURN SPECIALISTS - All members of our burn crew have a working knowledge and understanding of basic prescribed burn principles and fire suppression principles. Members who have successfully completed the National Wildfire Coordinating Group S/130 and S/190 training courses or the Chicago Wilderness Midwest Ecological Prescription Burn Crew Member training course include Craig Mack, Joe Smrt, Carolyn Villa, Chris Mack, Dan Jablonski, Adam Rea, Drew Anderson, Nathan Barnett and Andrea Pini.





DETAILED PROJECT UNDERSTANDING & APPROACH

PROJECT MANAGEMENT - The project manager assigned to this project will continue to be Andrea Pini as she has managed this contract over the past two years. Her knowledge of the various sites, the process for executing and tracking tasks, and her working relationship with DuPage County staff will ensure continued progress and success in achieving site specific goals. She has a thorough understanding of the expectations, both to the quality of the services provided and the timely manner in which they are executed. Andrea is very familiar with serving the county by providing feedback regarding observations made on project sites and proposing cost effective solutions. The resources of senior ecologists and other professionals that are resident within V3 are available to the project and will assist in providing site evaluations and suggestions for any site-specific needs (i.e. seed mixes, methodology to promote growth and establishment, etc.).

EXECUTION - The work execution process has been refined over the past two years. Andrea regularly checks the shared spreadsheet with the county that details requests for work. She then creates an internal work order, assigns a due date, and continues follows up with V3's Field Operations Manager to ensure that the deadline will be met.

WHY CHOOSE V3? - Main attributes that separate V3 from other firms include being uniquely equipped with a wide array of service areas that include native restoration, wetland permitting, survey, heavy civil and other engineering services. One of V3's core values is its dedication to its clients. Specifically, on this project that entails ensuring ample resources being dedicated to all of the "on call" requests in order to respond expediently, providing professional observations and recommendations on project areas, and keeping internal floristic and management records on project sites.

OUR PROMISE - V3 will dedicate a crew of Field Ecologists lead by a Senior Field Ecologist having at least five years of experience to this project. When needed V3 is prepared to dedicate more resources to execute work and can guarantee a response time of less than two weeks. All work will be conducted in an efficient manner and in the event that there is a circumstance that may inhibit maximum efficiency, Andrea Pini will communicate with the county and jointly develop plan to proceed. Field Ecologists working on this project report directly to Andrea Pini, the Project Manager. In the event of an escalated issue, Andrea will be notified of the circumstance and will immediately contact the County representative.



SECTION 8 - BID FORM PRICING

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	Grand Total Sections 1-3		\$ 68,145.85
GRAND TOTAL SECTIONS 1-3 (In words)			

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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.

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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 [Redacted Signature] _____
(Signature and Title) Treasurer



CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this Ninth day of March _____ AD, 2023

My Commission Expires: 9/3/2024
(Notary Public)





THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
NATIVE VEG MANAGEMENT FOR COUNTY OWNED PROPERTY 23-021-SWM
BID TABULATION

Criteria	Available Points	√				
		V3 Construction Group LTD	Blue Stem Ecological	Encap Inc.	Pizzo & Asso. LTD	Stantec Consulting Services Inc.
Firm Qualifications	30	28	21	28	29	23
Key Qualifications	30	28	23	27	29	23
Project Understanding	20	20	15	20	20	17
Price	20	20	11	18	11	17
Total	100	96	70	92	88	80

Fee and Rate Proposal	\$ 68,145.75	\$ 122,136.50	\$ 76,781.25	\$ 126,482.75	\$ 81,868.00
Percentage of points	100%	56%	89%	54%	83%
Points awarded (wtd against lowest price)	20	11	18	11	17

NOTES

RFP Posted on 2/10/2023	
Bid Opened On 3/9/2023, 2:30 PM CST by	DW, NE
Invitations Sent	22
Total Requesting Documents	0
Total Bid Responses Received	5



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: 3/23/2023

Bid/Contract/PO #: _____

Company Name: V3 Construction Group, Ltd.	Company Contact: Mike Famiglietti
Contact Phone: 630-330-7626	Contact Email: mfamiglietti@v3co.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:

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

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

Authorized Signature

Printed Name

Michael Famiglietti

Title

President

Date

3/23/2023

Attach additional sheets if necessary. Sign each sheet and number each page. **PAGE 1 OF 1 (total number of pages)**



File #: SM-P-0037-23

Agenda Date: 4/4/2023

Agenda #: 9. D

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND ENCAP, INC, FOR
PROFESSIONAL NATIVE VEGETATION MANAGEMENT SERVICES

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to construct stormwater management, drainage and flood control improvements and to enter into agreements for the purposes related to stormwater management and flood control (55 ILCS 5/5-1062.3 and 5/5-15001, et seq.); and

WHEREAS, pursuant to said authority, the COUNTY has constructed stormwater management, drainage and flood control facilities, several of which have native vegetation components installed per the applicable governmental regulations; and

WHEREAS, the COUNTY requires professional services associated with native vegetation management at various County facilities necessary to maintain compliance with the DuPage County Countywide Stormwater and Flood Plain Ordinance ("CSFPO") and U.S. Army Corps of Engineers ("ACOE") approvals; and

WHEREAS, ENCAP, INC ("CONSULTANT") has experience and expertise in this area, is in the business of providing professional native vegetation management services and is willing to perform the required services for an amount not to exceed one hundred thousand dollars (\$100,000.00); and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Encap, Inc is hereby accepted and approved for an amount not to exceed one hundred thousand dollars, (\$100,000.00), and that the Chair of the DuPage County Board is hereby authorized and directed to execute the attached AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the County Clerk be directed to record this AGREEMENT in the DuPage County Recorder of Deeds Office; and

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit electronic copies of this Resolution and a recorded copy of the attached AGREEMENT to the DuPage County Stormwater Management Department and Nick Alfonso, State's Attorney's Office

Enacted and approved this 11th of April, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-1229	RFP, BID, QUOTE OR RENEWAL #: 23-021-SWM	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$100,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$400,000.00
	CURRENT TERM TOTAL COST: \$100,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: ENCAP, Inc.	VENDOR #: 11160	DEPT: Stormwater Management	DEPT CONTACT NAME: Jenna Fahey
VENDOR CONTACT: Melissa Wheeler	VENDOR CONTACT PHONE: 815-748-4500	DEPT CONTACT PHONE #: 407-6728	DEPT CONTACT EMAIL: jenna.fahey@dupageco.org
VENDOR CONTACT EMAIL: mwheeler@encapinc.new	VENDOR WEBSITE: www.encapinc.net	DEPT REQ #: 1600-2307	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Hire a firm specializing in native vegetation management to assist DuPage County staff with the maintenance of native vegetation at various County owned properties. This contract is an interdepartmental shared services for SWM, PW, DOT and Facilities Management. The cost of these services will be provided on an on-call basis for a cost not to exceed \$100,000.00			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Selected through DuPage County Procurement Department's RFP process for professional services. RFP #23-021-SWM			

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.
RFP (REQUEST FOR PROPOSAL)	

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. Maintenance of the native vegetation on the County owned properties is necessary for both functional and aesthetic performance. Many of the properties are located in residential or business areas that are frequently viewed or used for passive recreation by many DuPage County residents. The County has a responsibility to maintain these properties and to prevent infestations of unsightly and non-native weedy vegetation.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Approve contract with Encap, Inc. to provide native vegetation maintenance services on County owned properties as directed by staff for an amount not to exceed \$100,000.00. 2) Complete native vegetation management services for the projects in-house. Not feasible due to the limitations of staff capabilities such as required herbicide licenses, prescribed burn training; and lack of proper equipment. 3) Do nothing. This option is not recommended as DuPage County has a responsibility to maintain the vegetation on their facilities.

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: ENCAP, Inc.	Vendor#: 11160	Dept: Stormwater Management	Division:
Attn: Melissa Wheeler	Email: mwheeler@encapinc.net	Attn: Jenna Fahey	Email: jenna.fahey@dupageco.org
Address: 2585 Wagner Court	City: DeKalb	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60115	State: IL	Zip: 60187
Phone: 815-748-4500	Fax:	Phone: 630-407-6728	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: ENCAP, Inc.	Vendor#: 11160	Dept: Stormwater Management	Division:
Attn: Melissa Wheeler	Email: mwheeler@encapinc.net	Attn: Jenna Fahey	Email: jenna.fahey@dupageco.org
Address: 2585 Wagner Court	City: DeKalb	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60115	State: IL	Zip: 60187
Phone: 815-748-4500	Fax:	Phone: 630-407-6728	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 1, 2023	Contract End Date (PO25): Apr 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		Maintenance of the native vegetation on the County owned properties.	FY23	1600	3000	53340		75,000.00	75,000.00
2	1	EA		Maintenance of the native vegetation on the County owned properties.	FY24	1600	3000	53340		25,000.00	25,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 100,000.00

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

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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND ENCAP, INC. FOR PROFESSIONAL NATIVE VEGETATION MANAGEMENT
SERVICES

This Professional Service Agreement (“AGREEMENT”), is made this 12th of April, 2023 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and ENCAP, INC., licensed to do business in the State of Illinois, with offices at 2585 Wagner Court, DeKalb, IL 60115; (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 Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to develop watershed plans, undertake measures to control and protect against flooding, manage stormwater 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, pursuant to said authority, the COUNTY has constructed stormwater management, drainage and flood control facilities, several of which have native vegetation components installed per the applicable governmental regulations; and

WHEREAS, the COUNTY requires professional services associated with native vegetation management at various County facilities as determined necessary in compliance with the DuPage County Countywide Stormwater and Flood Plain Ordinance and U.S. Army Corps of Engineers (“ACOE”) approvals; and

WHEREAS, CONSULTANT has experience and expertise in this area and is in the business of providing such professional native vegetation management services and is willing to perform the required services for an amount not to exceed one hundred thousand dollars (\$100,000.00); and

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

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.

- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and a part thereof.

2.0 SCOPE OF SERVICES.

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 7.2, below, unless otherwise modified.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Work. 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.
- 2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its 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.
- 2.4 Any work, assignments, or services to be performed by professionals under this AGREEMENT shall be performed and, or, supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

3.0 NOTICE TO PROCEED.

- 3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the 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 appropriate County official.

- 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, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed 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, through the person designated in Paragraph 3.1 above, shall be required before CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or work included within the Scope of Work.
- 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 the vendors' work was performed by the CONSULTANT under this AGREEMENT.
- 4.3 The CONSULTANT shall require any sub-consultant, or sub-contractor, hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant, or sub-contractor, also meets the terms of Sections 8.0 and 13.0 and Paragraphs 7.9 and 24.4 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in COUNTY-ordered tasks or work. The CONSULTANT shall further require every sub-consultant, and sub-contractor, hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant to indemnify, defend and hold the COUNTY harmless to the same extent the CONSULTANT is required to do so pursuant to Section 9.0 of this AGREEMENT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in the Scope of Work, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the

written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by April 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 A of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

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 one hundred thousand dollars (\$100,000.00). 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, as outlined on Exhibit A the COUNTY will pay for each specified task at the fees set forth on Exhibit B. Additional tasks as approved by the COUNTY shall be paid at an hourly rate basis at a 2.8 multiplier applied to the actual hourly rates of CONSULTANT'S staff. The multiplier includes the CONSULTANT'S overhead, profit and incidental costs. A chart listing the hourly rates, with the multiplier applied, for CONSULTANT'S staff, identified by position or assignment, is also set forth in Exhibit B.

- 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 B. 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 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. When requested by the COUNTY as a condition of Federal or State assistance and, or, reimbursement, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced work. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.
- 7.6 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure CONSULTANT's full performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.
- 7.7 Following the CONSULTANT's satisfactory completion of all work specified in Exhibit B, and upon receipt, review and acceptance of all deliverables specified in Exhibit A, the COUNTY shall make its final payment to the CONSULTANT,

including payment of any retainage held back pursuant to Paragraph 7.6 above.

- 7.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.
- 7.9 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. 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 website 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 website, 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 and sub-contractors of the revised rates of wages.

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 Director, Stormwater Management Department, 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 Director, Stormwater Management Department, 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 sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that 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 that all approved sub-consultants performing work under this AGREEMENT, including 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, and, further, which names the COUNTY as an additional insured on a primary and non-contributory basis in the same coverage types and same coverage amounts as the CONSULTANT is required to maintain per Section 8.0. The CONSULTANT shall keep on file evidence of its vendors' insurance coverage at all times and shall produce same to the COUNTY upon

demand.

- 8.5 CONSULTANT'S insurance required by Paragraphs 8.1.c and d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: "The County of DuPage, its officers and employees are named as additional insureds as defined in the [Commercial (Comprehensive) General Liability Insurance policy and/or Commercial (Comprehensive) Automobile Liability Insurance policy, as applicable] with respect to claims arising from CONSULTANT'S performance under this AGREEMENT."

9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or directly connected with, the CONSULTANT'S, or its vendor's, negligent or willful misconduct, errors or omissions in its, or their, performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, must be the State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove 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. CONSULTANT'S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.

- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1, et seq.) or otherwise available to it, or the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S, and subconsultant(s), standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional firms practicing in DuPage County, 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, and its vendors', 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 AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful misconduct by the CONSULTANT or its sub-consultant(s).

11.0 BREACH OF CONTRACT

- 11.1 In the event of any breach of contract, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach. The breaching party shall be allowed a reasonable opportunity to cure the breach. A Party's failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten

(10) days written notice thereof to the breaching party. 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. A breach of any covenant or term of this AGREEMENT by one of the CONSULTANT'S vendors shall be deemed a breach by the CONSULTANT.

12.0 OWNERSHIP OF DOCUMENTS.

- 12.1 The CONSULTANT agrees that 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 COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

- 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, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, 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); and further certifies that it has not been barred from public contracting under any Federal statute or regulation. The CONSULTANT agrees that it shall not use any vendor that has been barred from being awarded a public contract, or subcontract, under Illinois or Federal law to perform work under this AGREEMENT.

- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

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 acknowledges receipt of a copy of the DuPage County Procurement Ordinance, which is hereby incorporated into this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes to the Scope of Work or compensation in accordance with said Ordinance.

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 early termination of this AGREEMENT in accordance with the terms of Section 16.0, or
 - (b) The expiration of this AGREEMENT on April 30, 2024, or to a new date agreed upon by the parties.

- (c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before April 30, 2024.
 - (d) The COUNTY and CONSULTANT reserve the right to renew this contract for a one year term period, with expressed written agreement between both parties. If both parties elect to renew, this Agreement shall be extended through April 30, 2025.
- 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, or during a provisional extension period. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT'S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to the AGREEMENT'S termination, or expiration, and delivered in accord 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 the COUNTY, at the COUNTY'S election.
- 16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, excepting surviving insurance and indemnification obligations, but the parties shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
- 16.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within

fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT.

- 17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 17.4 In event of a conflict between the terms or conditions 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.

20.1 GOVERNING LAW.

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

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

21.0 NOTICES.

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

ENCAP, INC.
2585 Wagner Court
DeKalb, IL
ATTN: Melissa Wheeler

DuPage County Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Sarah Hunn

DuPage County State's Attorney's Office
503 N. County Farm Rd
Wheaton, IL 60187
ATTN: Civil Bureau

- 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; (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (b) served by facsimile transmission during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by email transmittal during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday), return receipt requested; or (d) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, notices served by email shall be effective upon confirmation of delivery by electronic receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

- 22.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the

failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

23.0 FORCE MAJEURE.

- 23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

24.0 QUALIFICATIONS

- 24.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval. This provision shall also apply to any sub-consultant(s) used by the CONSULTANT in the performance of AGREEMENT-related work.

24.2 RESERVED

- 24.3 Failure of the CONSULTANT to use qualified personnel to perform technical or professional service for any task, assignment or project related to this AGREEMENT shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.

- 24.4 The CONSULTANT shall require all sub-consultants utilized for AGREEMENT-related work to employ qualified persons to the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT'S vendors being properly staffed while engaged in AGREEMENT-related work.

25.0 ACCESS TO PROPERTY.

- 25.1 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 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 to property 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 CONSULTANT'S request, proof of COUNTY'S permission, or legal authority, to enter onto the property of a third party.

- 25.2 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 the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

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

COUNTY OF DUPAGE

ENCAP, INC.

BY: _____
DEBORAH A. CONROY
CHAIR
DUPAGE COUNTY BOARD

BY: _____
MELISSA WHEELER
VICE PRESIDENT
ENCAP, INC

ATTEST BY: _____ ATTEST BY: _____

JEAN KACZMAREK
COUNTY CLERK

NAME:
TITLE:

EXHIBIT A

This Exhibit includes the scope of work for the services of ENCAP, Inc for professional on-call services related to native vegetation management.

Management of native plant communities will be completed utilizing the most effective methods of native plant community management under the current state of ecological restoration science. Skill sets of CONSULTANT'S employees shall include the ability to identify native and non-native plants, understand the reproductive cycles of invasive species, and be trained and experienced in selective herbicide application and prescribed burning methods. CONSULTANT will complete the following tasks (deliverables) for the County as part of this contract:

- **Native Seed/Plugs Installation.** CONSULTANT will obtain and determine the methodology for installation (Hand broadcast, machine broadcast, drill seed, etc.) of native seed based on site conditions. CONSULTANT will install native seed within proper planting zones based on their knowledge of native plant habitat, growing conditions, and the species as selected and approved by the COUNTY.

CONSULTANT will use seed and plug stock acquired within 150 miles of the project site. If required species are not available within that radius, prior approval to extend the distance or allow a species substitution will be required. CONSULTANT shall not be required to utilize seed stock costing more than \$1800 per acre for hand broadcasting 1 (permanent seeding) and \$1200 per acre for hand-broadcasting 2 (supplemental seeding). The intent of supplemental seeding is to install seeding within existing vegetation and/or large dead zones due to large stands of invasive species coverage. This does not include overspray due to contractor error. Ground preparation is not included with cost of seed nor does it include pre-herbicide application or removal of existing vegetation, when needed. Plugs of common native species will be used when requested.

- **Herbicide Application/Hand Pulling Targeting Non-native/Invasive Species.** CONSULTANT will determine what type of herbicide or methodology to utilize based on the species targeted for elimination, time of year, coverage of target species, etc. Herbicide will be applied only by a licensed herbicide applicator that has been trained in native plant identification and application methodology.

Applicators and operators will be licensed by the State of Illinois and must be well trained in plant identification and proper application techniques. This line item includes all equipment and herbicide. Herbicide use must be applied in strict compliance with all applications rates, procedures, warning labels and applicable codes, standards and best management practices. The CONSULTANT will apply for the NPDES pesticide permits as required. The cost for obtain the permit is included within the cost for herbicide application, however fees for the EcoCAT consultation are not included in the cost and will be directly reimbursed by the COUNTY, if necessary.

CONSULTANT can bill for one acre minimum for herbicide application however, the COUNTY will often combine several individual lots located in close proximity to be equivalent to one acre/one work site. The acre minimum cost shall only be charged when such scheduling and coordination is not possible. Use of 2B, 2D, or 2G heavy coverage must be approved in writing by SWM staff.

- **Prescribed Burn.** CONSULTANT will complete prescribed burn services with professionally trained staff. CONSULTANT will obtain all necessary permits from regulatory authorities as necessary. A pre-determined burn plan specifically designed for an individual site with consideration to existing structures, the vegetative fuel type, and weather conditions.

Work includes notifications, establishing fire breaks, conducting the burn safely, extinguishing all hot spots and all equipment necessary to complete a controlled burn. Burns shall be completed under the supervision of the CONSULTANTS staff who have been certified through the Illinois Department of Natural Resources as a Prescribed Burn Manager and National Wildfire Coordinating Groups S130- S190. At a minimum CONSULTANT's employees participating in the prescribed burn shall have a Chicago Wilderness Midwest Ecological Burn Crew Member Certification. CONSULTANT shall maintain all bond and insurance coverage required under applicable Federal, State and Local Law to perform prescribed burns in addition to the requirements in this agreement.

- **Selective Clearing.** CONSULTANT will remove brush of only non-native and invasive species when directed by the COUNTY. Brush clearing is typically completed during the winter season; therefore, the CONSULTANT'S employees will be trained in the identification of woody brush species during all seasons.

This work may include woody material up to 5" DBH and includes herbicide application to all stumps. Cut, stack, and burn includes notifications, securing all necessary permits and other applicable requirements/certifications listed above under prescribed burn. Cut and stack may involve dragging materials a short distance for easy pick-up by others.

- **Mowing.** CONSULTANT will complete specialized or high mowing to reduce coverage of non-native or invasive species within a naturalized area. Prior to mowing the CONSULTANT will consider the target species, timing of reproductive cycle of the target species, and existing site conditions. Mowing will be scheduled as such, so that it does not interfere with the growth and spread of the desirable native species. Mowing services shall be timed to minimize weed seed production. Mowing includes operator, equipment, and fuel.
- **Erosion Control Blanket Installation.** CONSULTANT will obtain and determine the type of blanket necessary based on site conditions, time of year, steepness of slope (when present) to ensure successful germination of native plants. Erosion control blanket must be 100% biodegradable. Cost includes purchase of the materials and installation.
- **Other Native Landscaping Services.** CONSULTANT will provide other services as determined necessary and approved by the COUNTY. These tasks will be completed as required to meet specific permit performance requirements of the County and U.S. Army Corps of Engineers or the overall site restoration goals.

Exhibit B

SECTION 8 - BID FORM PRICING

The CONSULTANT shall invoice the COUNTY for services rendered, as ordered by the COUNTY, at the fees set forth herein. CONSULTANT's fees include all wages and salaries for personnel, materials, equipment rental, mileage, mobilization and overhead expenses related to the CONSULTANT's performance of the specified service or task.

NO	ITEM	UOM	PRICE
1	SEEDING/PLANTING:		
	a. hand broadcast 1 (permanent seeding)	ACRE	3,220.00
	b. hand broadcast 2 (supplemental seeding)	ACRE	2,600.00
	b. ATV/machine broadcast	ACRE	3,000.00
	c. drill seed	ACRE	3,220.00
	d. ground prep (light roto-tilling)	ACRE	350.00
	e. installation of plant plug (2.25" x 5" sized) Common native species will be requested	EA	6.25
	f. installation of plant plug (1 gallon sized) Common native species will be requested	EA	25.00
	TOTAL SECTION 1		12,421.25

2	HERBICIDE APPLICATION		
	a. spot spray (routine/light to moderate coverage)	ACRE	425.00
	b. spot spray (heavy coverage)	ACRE	585.00
	c. hand wick (routine/light to moderate coverage)	ACRE	1,450.00
	d. hand wick (heavy coverage)	ACRE	2,250.00
	e. boom spray	ACRE	350.00
	f. basal bark treatment (routine/light to moderate coverage)	ACRE	3,500.00
	g. basal bark treatment (heavy coverage)	ACRE	7,250.00
	TOTAL SECTION 2		15,810.00

NO	ITEM	UOM	PRICE
3	SELECTIVE CLEARING		
	a. cut, stack, burn (light density)	ACRE	3,850.00
	b. cut, stack, burn (medium density)	ACRE	5,100.00
	c. cut, stack, burn (heavy density)	ACRE	5,500.00
	d. cut and stack only (light density)	ACRE	3,350.00
	e. cut and stack only (medium density)	ACRE	4,550.00
	f. cut and stack only (heavy density)	ACRE	4,950.00
	g. cut, chip and remove (light density);	ACRE	5,050.00
	h. cut, chip and remove (moderate density)	ACRE	7,950.00
	i. cut, chip and remove (heavy density)	ACRE	8,250.00
	j. herbicide application to stumps only The scale of this work may vary significantly; therefore, the CONSULTANT must submit a quote to DuPage County Stormwater Management staff for approval prior to work.	PER QUOTE	
	TOTAL SECTION 3		48,550.00
	Grand Total Sections 1-3		76,781.00
GRAND TOTAL SECTIONS 1-3			
(In words) <i>Seventy-six thousand seven hundred eighty-one dollars</i>			

NO	ITEM	UOM	PRICE
4	PRESCRIBED BURN		
	a. permit, plan, notifications and administration	SITE	1,750.00
	b. burn implementation <1 acre	SITE	2,000.00
	c. burn implementation 1-5 acres	ACRE	2,000.00
	d. burn implementation >5 acres	ACRE	800.00
5	HAND PULLING/CUTTING VEGETATION		
	a. routine/light to moderate coverage	ACRE	1,450.00
	b. heavy coverage	ACRE	3,450.00
	c. disposal from site The scale of this work may vary significantly; therefore, the CONSULTANT must submit a quote to DuPage County Stormwater staff for approval prior to work.	PER QUOTE	
	d. weeding of formal native plant beds Task will occur 1-2 times per month during the growing season	ACRE	3,850.00
	e. cutting and removal of flower heads (light to routine coverage)	ACRE	825.00
	f. cutting and removal of flower heads (heavy coverage)	ACRE	1,450.00

NO	ITEM	UOM	PRICE
6	MOWING		
	a. tractor/ATV	ACRE	175.00
	b. brush cutter (spot mowing)	ACRE	185.00
7	INSTALLATION OF EROSION CONTROL BLANKET		
	a. S75BN	ACRE	9,500.00
	b. S150BN	ACRE	10,750.00
8	HOURLY RATE SCHEDULE FOR ADDITIONAL SERVICES		
	Project Manager	HOUR	150.00
	Crew Leader	HOUR	125.00
	Restoration Technician	HOUR	67.50



STATEMENT OF QUALIFICATIONS

Native Vegetation Management for County Owned Properties

The County of DuPage

March 9, 2023



March 7, 2023

Ms. Sarah Hunn
DuPage County Stormwater Management
421 N County Farm Road
Wheaton, IL 60187
630.407.6500

Ms. Hunn,

ENCAP, Inc. is pleased to present this proposal for the DuPage County Native Vegetation Management for County Owned Property 23-021-SWM. As specified in the submittal requirements, ENCAP, Inc. acknowledges the receipt of Addendum 1 associated with this project.

Founded in 1973 as a consulting firm, ENCAP, Inc. has continuously conducted business for past 50 years. Beginning in 1992, the scope of services expanded to include native restoration services, including invasive species control. With these many years of professional experience, ENCAP, Inc. recognizes that the success of our company and the ability to provide superior service to our clients, rests on the quality, commitment, and dedication of our employees. ENCAP, Inc. is dedicated to finding, developing, and retaining the best talent available in our areas of expertise.

Led by our reputable project management staff, ENCAP, Inc.'s commitment to high-quality, efficient, and individualized service is carried through to every project.

ENCAP, Inc. is committed to provide the DuPage County with all the services needed for this project. This commitment is demonstrated in our proven track record and project experience presented in this submittal.

Thank you for considering ENCAP, Inc. Please feel free to contact us with any further questions or needed clarification.

Sincerely,

Melissa Wheeler
Internal Operations Director
ENCAP, Inc.
2585 Wagner Court
DeKalb, IL 60115
mwheeler@encapinc.net | p: (815) 748-4500 f: (815) 748-4255 c: (815) 766-2043



FIRM QUALIFICATIONS

ENCAP, Inc. employs a staff of experienced ecological, environmental, and soil erosion control professionals who have a wide array of expertise, interests, and experiences. These include but are not limited to wetlands, stormwater, permitting, native landscape stewardship, native landscape design, wetland mitigation design, NPDES compliance, soil erosion, tree preservation, prescribed burning, native landscape installation, and vegetation monitoring/reporting. Our level of expertise is visible in the field and allows ENCAP, Inc. the ability to perform projects with sound professional judgment and careful attention to detail. Additionally, ENCAP, Inc. carefully selects our ancillary personnel, thus bringing a wealth of knowledge and experience to each project. ENCAP, Inc. currently employs a staff of 30 individuals who are available to work on this project.

Based in DeKalb, IL, ENCAP is a short distance from DuPage County sites. This will allow a quick response time for work orders.

Over the years, ENCAP has work with many public sector entities including the Forest Preserve District of DuPage County, McHenry County Conservation District, and the United States Army Corps of Engineers. Examples of these projects are as follows

1. Forest Preserve District of DuPage County District Wide Natural Areas Maintenance Project
Contact: Nick Fuller, Natural Resources Project Coordinator –
Nfuller@dupageforest.org 630.933.7224
Project included native seeding via hand and machine methods, herbicide application via hand and machine methods, brush clearing, and prescribed burning.
2. McHenry County Conservation District Nippersink Creek Ecosystem Restoration
Contact: Ed Collins, Director of Land Preservation & Natural Resources –
Ecollins@mccdDistrict.org – 815.7900351
Project included native seeding via hand and machine methods, erosion control blanket, herbicide application via hand and machine methods, brush clearing, and prescribed burning.
3. United States Army Corps of Engineers Morton Arboretum Ecosystem Restoration
Contact: Kurt Dreisilker, Head of Natural Resources at Morton Arboretum -
kdreisilker@mortonarb.org – 630.292.8948
Contact: Jason Zylka, Ecologist - jason.zylka@usace.army.mil – 312.415.7341
Project included native seeding via hand and machine methods, erosion control blanket, herbicide application via hand and machine methods, brush clearing, and prescribed burning.

Main Business Address: 2585 Wagner Court, DeKalb, IL 60115

Verify that all of your Illinois Business Authorization information is correct.

If not, contact us immediately.

If all of the information is correct, cut along the dotted line (fits a standard 5" x 7" frame). Your authorization must be visibly displayed at the address listed. ***Do not discard the attached Illinois Business Authorization unless the information displayed is incorrect or until it expires.*** Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

ENCAP INC

2585 WAGNER CT
DEKALB IL 60115-8609

Expiration Date:
1/1/2024

Certificate of Registration

Use Taxes

(3958-6146)

ILLINOIS REVENUE

[Signature]
Director

OFFICIAL DOCUMENT

Issued Date: **11/02/2022**

TIN 36-2833048



KEY QUALIFICATIONS

Eddie Clenney will serve as the Project Manager/Ecologist for this project. Eddie has been leading restoration crews for ENCAP since 2012 and has garnered a wealth of experience in that time. From 2015-2019, Eddie served as the Project Manager and Crew Leader for the Forest Preserve District of DuPage County District Wide Natural Areas Maintenance Project and is currently managing several public entity contracts. Eddie is a certified Herbicide Applicator and holds the S-130/S-190 and S-290 Wildland Firefighter Training certification.

Susan Rowley will be assigned projects that require Vegetation Monitoring and Reporting. Susan began at ENCAP in September of 2005. In that time Susan, has performed a variety of functions including Wetland Delineations, Native Vegetation Monitoring & Reporting, Native Landscape Design, and various other Natural Area Assessments. In her time at ENCAP, Susan accumulated many accolades including becoming a certified wetland scientist in many counties as well as a certified arborist. Susan has also completed her S-130/S-190, S-290 Wildland Firefighter Training and is a certified Burn Boss.

In addition to Eddie Clenney, Adam Sparks will be assigned as an Herbicide Applicator/Crew Leader for this project. Adam has worked at ENCAP since June of 2012 and has been leading herbicide/restoration crews since 2013.

ENCAP employs 19 certified Herbicide Applicators and 11 certified Herbicide Operators that will be available for this project. Herbicide Licenses for all employees can be provided upon request.

Ryan Alltop will serve as the Prescribed Burn Manager. Ryan has been leading burn crews since 2013. Over this period, he has managed over 75 burns. Ryan is a DNR certified Prescribed Burn Manager and has completed his S-290 Training.

ENCAP currently has 13 employees that have completed a minimum of the S-130/S-190 Burn Training. Certificates can be provided upon request.

JONATHAN KOEPKE, CPESC, LEED AP

President/Owner



EDUCATION

B.S. Department of History with High Honors; – Minor in Environmental Sciences

Northern Illinois University, DeKalb, Illinois, 2001

M.A. Department of History; – Concentration in Geography – Area of Specialization U.S. Environmental History, Northern Illinois University, DeKalb, Illinois, 2003

MBA – School of Business, Northern Illinois University, DeKalb, Illinois, 2012

CERTIFICATIONS

Certified Professional in Erosion and Sediment Control (CPESC) – No. 2862

Designated Erosion Control Inspector (DECI) – Lake County, IL

Licensed Illinois Commercial Pesticide Applicator #CA72449 (General Standards, Right of Way)

Licensed Indiana Commercial Pesticide Applicator

Licensed Michigan Commercial Pesticide Applicator

NWCG S-130/S-190, S-290, & I-120 Basic Wildland Firefighter Training for Controlled Wildland Burns

First Aid, CPR, AED Certified 2022

PROFESSIONAL EXPERIENCE

Vice President, General Manager (2011 - 2019) - ENCAP, Inc., DeKalb IL

Manage and direct corporate business operations including financing, profit and loss responsibility, long term planning, technical development, quality control, employee development, organizational structure, and day to day management activities.

Soil Erosion and Sediment Control Division Manager (2006 - 2011) - ENCAP, Inc., DeKalb, IL

Manage and direct the consultation, design, and installation of best management practices and streambank stabilization and restoration practices for ENCAP, Inc. Responsibilities include technical direction, field investigation, design recommendations, and consultation with clients and regulatory agencies on all aspects of erosion and sediment control.

District Manager / Resource Conservationist (2005 - 2006) - Kane-DuPage Soil & Water Conservation District, St. Charles, IL

Manage district's land use programs and staff, performed technical review and oversight of complex construction projects around water resources including stream and river bank restorations. Administered the District's Streambank Stabilization and Restoration Program grant and performed initial site reviews and analysis.

Resource Analyst (2002 - 2005) - Kane-DuPage Soil & Water Conservation District, St. Charles, IL

Completed Land Use Opinion Reports to inventory natural resources on property that was subject to re-zoning, Reviewed erosion and sediment control plans for technical standards and performed compliance site inspections on construction and restoration projects throughout Kane & DuPage Counties.

PROFESSIONAL ADVANCEMENT

Treasurer - Great Lakes Chapter - International Erosion Control Association

International Erosion Control Association - Board of Directors, Treasurer 2015 - Present

USDA Natural Resources Conservation Service - Training Courses

- Streambank Stabilization Design - I

- Introduction to Soil and the Soil Survey

- Hydric Soils for Wetland Delineation

- Wetland Restoration Training

- Conservation Planning

MELISSA WHEELER

Vice President



EDUCATION

Bachelors of Landscape Architecture; University of Illinois, Champaign-Urbana, Illinois, 2008
MBA Coursework, University of Illinois, Champaign-Urbana, Illinois

CERTIFICATIONS

First Aid, CPR and AED Certified 2021
30 Hour OSHA Hazard Recognition Training for Construction Industry

PROFESSIONAL EXPERIENCE

Internal Operations Director (2009 - 2020) - ENCAP, Inc., DeKalb, IL

Managing of all purchases for the company
Fleet management
Operations Management
Writing and implementing policies and procedures company wide
Coordination of all company events
Residential and Commercial Landscape Designer
Project manager for traditional landscaping jobs

Commercial Landscape Designer (May 2008 - October 2009) - Landscape Concepts Management, Chicago and Aurora, IL

Commercial Landscape Designer for six Midwestern states
Designed and ran Seasonal Color installations
Site quality control checks throughout Illinois and Indiana
Responsible for all crews during job installations
Each project required at minimum: Conducting site analysis, site inventory, holding client meetings, writing contracts, ordering materials, and site photography during and after install.

Residential Landscape Designer (2002 - 2006) - Blumen Gardens, Sycamore, IL

Nursery care, inventory manager, sales.
Residential Landscape Designer
Designed and implemented displays.
Worked with children's garden groups.
Responsible for crews on job sites.

SOFTWARE SKILL SET

AutoCAD, Sketchup, Adobe Creative Software Suite

SUSAN ROWLEY, PWS, CWS, LEED AP

Assistant Vice President / Ecological Consulting Director



EDUCATION

B.S. in Environmental Studies with Honors, Illinois State University, Bloomington/Normal Illinois

CERTIFICATIONS

LEED AP (Leadership in Energy and Environmental Design Accredited Professional)
Professional Wetland Scientist (PWS) - Society of Wetland Scientists
International Society of Arboriculture Certified Arborist IL-4727A
Lake County Certified Wetland Specialist #C-116
McHenry County Certified Wetland Specialist
Kane County Wetland Review Specialist #W-087
Licensed Illinois Commercial Pesticide Applicator #CA70057 (General Standards, Right of Way)
Certified Prescribed Burn Manager #12-445
NWCG S-130/S-190/S-290 Intermediate Wildland Firefighter Training for Controlled Wildland Burns
First Aid, CPR and AED Certified 2022
OSHA 30-Hour Certified

AREAS OF SPECIALIZATION

Wetland Delineation and Permitting; Endangered and Threatened Species Surveys; Plant Inventory and Identification (Meander and Transect); FQA Field and Program Data; Wildlife Habitat Assessments; Invasive Species Management and Monitoring; Native Landscape and Wetland Mitigation Planning and Design

MAJOR PROJECTS

- Illinois Natural Area Inventory (INAI) Site. Wetland delineation, vegetation inventory, and wetland consulting. Rockford, IL.
- Friends of the Chicago River - Mill Creek Fish Passage. Wetland consulting, tree inventory, planning, design, permitting, monitoring and management. Palos Park, IL.
- Village of Woodridge - Prentiss Creek Water Quality Improvements Project. Wetland consulting, tree inventory, planning, design, permitting, monitoring and management. Woodridge, IL.
- Barnes Prairie Wetland Mitigation Bank - Wetland consulting, planning/design, and permitting. Pleasant Prairie, WI.
- Wetland Delineations of over 600 sites within the Midwest and Northeast Northcentral Regions from 2005-Present.
- Natural Area Assessments of over 500 sites within the Midwest and Northeast Northcentral Regions from 2005-Present.

PROFESSIONAL ADVANCEMENT

U.S. Army Corps of Engineers Wetland Delineation Training
USACE Interim Regional Supplement – Midwest Region Training
Bollinger Wetland Plant Identification Training
Numerous Arborist, Wetland, and Erosion Control Trainings
Illinois Association of Environmental Professionals (IAEP) Member
Mohlenbrock Wetland Plant Identification Training
International Erosion Control Association (IECA) Member
Society of Wetland Scientists (SWS) Member

RYAN ALLTOP, CPESC

Field Operations Director and Corporate Safety Officer



EDUCATION

B.S. in Biology, Grand Valley State University, 2005, Allendale, MI.

CERTIFICATIONS

Certified Professional of Erosion and Sediment Control (CPESC)
Designated Erosion Control Inspector- Lake County, Illinois
140 hour Construction Safety Course - National Construction Safety Counsel
USACE Construction Quality Management for Contractors
Illinois Commercial Pesticide Applicator #CA85131 (General Standards, Aquatic, Right-of-Way)
Indiana Commercial Pesticide Applicator
Wisconsin Commercial Pesticide Applicator
Class A Commercial Drivers License
Certified Prescribed Burn Manager
NWCG S-130/S-190, S-290 Wildland Firefighter Training for Controlled Wildland Burns
30 Hour OSHA Hazard Recognition Training for Construction Industry
First Aid, CPR, AED Certified 2022
Poison Control Training

AREAS OF SPECIALIZATION

Erosion and Sediment Control Site Planning, NPDES Permitting and Inspections, SWPPP Creation and Management, BMP Design and Installation, Stream Restoration, Native Landscape Design

PROFESSIONAL EXPERIENCE

Field Operations Director and Corporate Safety Officer (2007 - Present) - ENCAP, Inc., DeKalb, IL
Oversees all field operations and ensures compliance with OSHA safety standards
Researches and applies to bids and RFP's, compiling estimates and project management
Consults clients regarding erosion and sediment control issues
Large scale project management

MAJOR RECENT PROJECTS (Project Manager)

- Morton Arboretum Section 206 Aquatic Ecosystem Restoration - Riparian and Streambank Restoration
- Portage Park Section 125 Ecosystem Restoration - Dune Community Creation Project
- Woodlore Estates Woodland Restoration & Natural Area Construction
- Indiana Dunes National Lakeshore Pipeline
- Montgomery County, New York - Fedex Facility Slope Stabilization

PROFESSIONAL ADVANCEMENT

Multiple Erosion and Sediment Control Education Seminars
Multiple Rain Garden Planning Seminars
Presenter at Multiple SESC Seminars
Multiple Safety Seminars



EDUCATION

Bachelor of Science in Biology and Environmental Studies, Ripon College; Ripon, WI 2007

CERTIFICATIONS

Illinois Commercial Pesticide Applicator #CA52372 (General Standards, Right-of-Way)
NWCG S-130/S-190, S219 Wildland Firefighter Training for Controlled Wildland Burns
IL Certified Burn Boss, Chainsaw Safety Certification
First Aid, CPR and AED Certified, 2022

AREAS OF SPECIALIZATION

Native/non-native plant identification; Rare plant identification; Habitat specialist
Effective chainsaw use and maintenance
Midwestern Wetland and Prairie Ecology
Natural Areas Restoration
Plant Biology
Bird Identification

PROFESSIONAL EXPERIENCE

Ecological Restoration Superintendent (2012- Present) - ENCAP, Inc., DeKalb, IL

Plant native seed, trees, shrubs, and live plugs while restoring prairie, riparian, and wetland habitats
Invasive plant species control via the use of applied herbicide and mechanical practices
Conduct controlled burns to variety of habitats
Maintain accurate daily logs and notes on all sites attended, material used, and billable hours
Collaborate with management, contractors, consultants, and daily workers for seeding and management tactics and timely completion of projects while maintaining daily logs on all sites and materials
Construct and install a variety of erosion and sediment controlling solutions including: erosion control blanket, silt fence, temporary seed, dewatering systems, sediment traps, compost logs, inlet protection, gabion baskets, check dams, bio swales, etc.
Operate and perform regular maintenance on a variety of equipment including: ATVs, chainsaws, various tractors and skid loaders equipped with buckets, power rakes, tub spreaders, trillion seeders, seed drills, disks, landscape rakes, straw crimpers, silt fence installation machines, and bush hog mowers

MAJOR PROJECTS

- Burnidge Forest Preserve Tree and Brush Clearing (Kane County FPD): Contract manager and FECON operator responsible for coordinating machine and hand-clearing activities, as well as hour tracking and billing operations.
- Natural Area Management- Multiple Sites (Village of Algonquin): Responsible for invasive species management and stewardship of multiple sites throughout the Village of Algonquin, comprising over 100 acres.
- Pilcher Park Nature Preserve Exotic Woody Species Control (IL DNR): Coordinated contract management and clearing and resprout treatment of invasive woody species in high quality woodland and wetland areas throughout the preserve, meeting and/or exceeding all project requirements.
- Buffalo Creek Long Term Management (Village of Wheeling): Maintain high-quality plant communities along 3000 LF of stream for the Village of Wheeling, successfully reattaining the contract for 10 years.



ADDITIONAL EXPERIENCE

Volunteer Bird Monitoring for Life Net Nature Program- Las Tangaras Reserve, Mindo, Ecuador, December 2015

Perform daily feeder survey; Record species, sex and general behavior of over 12 species of hummingbirds.

Observe Andean Cock of the Rock (*Rupicola peruvianus*) lek from a blind to record activity, behavior and location of male specimens.

Keep working list of observed bird species throughout reserve property.

Help maintain lodge, gardens, trail systems, water system, as well as general reserve maintenance.

Volunteer for Masai Giraffe and Kenyan Bird Monitoring Program - Siria Plateau, Kenya, Africa 2014

Tracked, photographed and recorded behaviors of free-ranging wild populations of the Masai Giraffe while monitoring other wildlife including eland, zebra, wildebeest, impala elephant, and others.

Aided in the training of Masai eco-guides and offered feedback on their safari program.

Provided suggestions for improving eco-tourism, business management, and discussed the formation of a wildlife conservancy on their native land.

Raptor Field Techniques Workshop - Linwood Springs Research Station, Stevens Point, Wisconsin 2011

Completed 40 hours of hands on training in raptor ID, aging, sexing, measurements, molts, banding, blood sampling and auxiliary marking, netting/capturing techniques, monitoring, extractions, harness and jess design, telemetry and surveillance.

Volunteer for Kèköldi Bird Conservation and Monitoring Program - Talamanca Region, Costa Rica 2010

Raptor identification, data processing, and estimation techniques for over 18 species of migratory raptors while living and interacting with the Kèköldi Indigenous Reserve.

Daily hiking and monitoring through adverse field conditions

Provided interaction and education for visiting students and other conservation groups

Raptor Management and Falconry Seminar - S.O.A.R. 2009

Certified completion of 35 hour course on identification, rehabilitation, husbandry, training, handling and management of birds of prey for release and education.



CERTIFICATIONS

Illinois Commercial Pesticide Applicator #CA56607 (General Standards, Forestry, Aquatic, Right-of-Way)
Indiana Pesticide Applicator
NWCG S-130/S-190, S-290 Wildland Firefighter Training for Controlled Wildland Burns
Chainsaw Safety Certification
First Aid, CPR and AED Certified, 2022
OSHA 30

PROFESSIONAL EXPERIENCE

Ecological Restoration Superintendent (2018-Present) - ENCAP, Inc., DeKalb, IL

Manage contracts and coordinate site work for public lands natural area management, native landscape construction and stewardship projects

Coordinate creation and dissemination of company site information system for field personnel

Oversight of project foremen, crew leads and training programs

Maintain and log maintenance needs for company equipment and fleet

Foreman (2012- 2018) - ENCAP, Inc., DeKalb, IL

Installation of live planting material

Installation of erosion control measures and best management practices.

Control invasive plant species through the use of applied herbicide and mechanical practices.

Conduct controlled burns.

Management of invasive species in ecologically fragile preserves and wetland areas.

MAJOR PROJECTS

- Thorncreek: Invasive species removal focusing on Japanese Knotweed.
- Willow Woods West, Cook County: Mechanical Clearing
- Bridgeview Place: Remnant prairie restoration, streambank stabilization, naturalized stormwater detention facility.
- Cook County Forest Preserve - Numerous Sites: Crew Leader for prescribed burn management, woody brush control.
- Orland Tract: Installation of over 30,000 native plugs, 190 acres of herbicide treatment and seeding.
- Forest Preserve District of DuPage County District Wide Natural Areas Maintenance: Included native seeding via hand and machine methods, herbicide application via hand and machine methods, brush clearing, and prescribed burning across multiple preserves.

ADDITIONAL SKILLS

Heavy and hand held equipment operation including FECON mowing.

PROFESSIONAL ADVANCEMENT

Plants of the Prairie Course

Woody Plants and Ecological Restoration Course

Restoring Vegetation Course

Invasive Plant Management Course

Geology and Soils Course



EDUCATION

High School Diploma, Batavia High School, May 2004

CERTIFICATIONS

Illinois Commercial Pesticide Applicator #CA85134 (General Standards, Right-of Way)
NWCG S-130/S-190 Basic Wildland Firefighter Training for Controlled Wildland Burns
Chainsaw Safety Certification
First Aid, CPR and AED Certified, 2021
OSHA 30 HR

PROFESSIONAL EXPERIENCE

Foreman (June 2012 - Present) - ENCAP, Inc., DeKalb, IL

Applied herbicide and prescribed burns and well as tree clearing and brush cutting for ecologically sensitive sites through out Illinois, Indiana, and Wisconsin.

Operated skid steer, heavy equipment and company vehicle under all safety conditions.

Plant native seed, trees, shrubs, and live plugs while restoring prairie, riparian, and wetland habitats

Invasive plant species control via the use of applied herbicide and mechanical practices

Maintain accurate daily logs and notes on all sites attended, material used, and billable hours

Construct and install a variety of erosion and sediment controlling solutions including: erosion control blanket, silt fence, temporary seed, dewatering systems, sediment traps, compost logs, inlet protection, gabion baskets, check dams, bio swales, etc.

RESTORATION PROJECTS

Ecosystem Restoration of Nippersink Creek - USACE

Glacial Park Conservation Area Ringwood, IL

Skare Park Mitigation Bank Restoration - Land & Water - Rochelle, IL

Prairie Green Mitigation Bank - Land & Water - Geneva, IL

Hennepin Canal Invasive Tree and Shrub Removal - IL DNR - Sheffield, IL

88th Reserve Woodland Restoration - USACE - Joliet LTC, Joliet, IL

PROFESSIONAL ADVANCEMENT

OSHA 30 Hour

Native Vegetation Training Course

Prescribed Burning Training Course

Aquatic Plant Identification Course



PROJECT UNDERSTANDING

ENCAP, Inc. has extensive experience working on and successfully completing native restoration and maintenance projects in the DuPage County area. Our project team is well-versed in native area management and will not only be able to fulfill all requests put forth by the County, but will be able to provide site-specific recommendations to ensure the long-term health and vitality of the County's natural areas.

ENCAP, Inc.'s management strategy will be focused on site-specific needs for this project, as the contract encompasses a variety of different habitats and landscape needs. Work orders will be derived from specific requests from the County, and ENCAP, Inc. will emphasize tailoring our management strategy based on the target species or otherwise specific need of the site to produce the best outcome. This may include herbicide usage or treatment type for target species, seed mix or planting recommendations, erosion control implementation and other tasks subject to County approval. If additional issues or potential needs are observed while on-site, ENCAP, Inc. will inform the County on additional options for addressing these issues while considering County budget and priorities. Overall, a substantial pillar of ENCAP, Inc.'s management strategy will be to maintain open communication with the County to discuss best management practices for each site and provide the best possible service and ecological outcome.

ENCAP, Inc. stands behind their quality of work and efficiency. Metric guarantees will vary based on the task at hand. For invasive species control (herbicide and mowing); ENCAP, Inc. can provide a guiding metric of 90% control of target species per treatment, increased to 95% if follow-up treatments are included for a subject site. Woody control target species (cutting) will be guaranteed for 100% coverage of target species evaluated immediately after clearing (does not include resprouts). Prescribed burn coverage can be guaranteed if appropriate burn weather and site conditions are allowed, where generally over 75% burn coverage is considered successful depending on habitat type. Tree and shrub planting can be guaranteed for one year provided watering is included in the task. Erosion control and seeding will be performed to standard specifications, subject to County approval prior to implementation.

Scheduling and response time will depend on the assigned task. ENCAP, Inc. will respond to County work order requests within 2-3 business days, and have a crew on-site within 5-10 business days, unless material lead time for specific tasks causes a delay. ENCAP, Inc. will do everything feasible to respond as soon as possible to work order requests that are especially time sensitive and/or critical per County request.

If an issue should arise regarding the project, the issue will be reported directly to the Project Manager. Initial analysis will be performed by the assigned project team to determine whether the issue is strictly internal or has a potential impact on the project and/or County interests. If the issue is strictly internal, the issue will be addressed by ENCAP, Inc. and changes made as necessary to continue operation as usual. If the issue is determined to have a potential impact on the project and/or County interests, the scope of the issue will be evaluated and the assigned ENCAP, Inc. Project Manager will contact the County Project Manager as soon as possible to discuss the subject issue and potential options to remedy or address the situation and restore normal working operations.

Please see "Firm Qualifications" for reference of ENCAP's performance abilities.



Sample Incident Report

ACCIDENT INVESTIGATION REPORT

Date of Accident / Illness	Time of Day	Date Reported	Location
Person Involved		<input type="checkbox"/> Employee <input type="checkbox"/> Temporary <input type="checkbox"/> Contractor <input type="checkbox"/> Visitor	
Position Title	Date Employed	Department	Manager/Supervisor
Witness #1		Witness #2	

Description of the Injury or Illness
Description of the Activity at the Time of the Accident
Accident Resulted In: <input type="checkbox"/> Injury <input type="checkbox"/> Illness <input type="checkbox"/> Property Damage <input type="checkbox"/> Near Miss <input type="checkbox"/> First Aid <input type="checkbox"/> Medical Clinic Treatment <input type="checkbox"/> Lost Time <input type="checkbox"/> No Injury/Illness

Recommended Corrective Action
Immediate Corrective Action Taken

Investigated by	Title	Date
-----------------	-------	------

Supervisor's Report of Injury

EMPLOYER	
EMPLOYEE	
LOCATION	
REFERRED TO DR.	
OCCUPATION OF INJURED	AGE
INJURY DATE	TIME [] AM [] PM
NATURE OF INJURY (SCRATCH, CUT, BRUISE, ETC.)	
PART OF BODY INJURED (LEFT RING FINGER, RIGHT ANKLE, ETC.)	
DID INJURED RETURN TO WORK? [] YES [] NO	TIME [] AM [] PM
WHERE AND HOW DID ACCIDENT HAPPEN?	
SPECIFY EQUIPMENT, SUBSTANCE OR OBJECT CONNECTED WITH ACCIDENT	
WHAT WAS EMPLOYEE DOING AT TIME OF ACCIDENT?	
WITNESSES (SEE ATTACHED WITNESS STATEMENTS)	
MEASURES RECOMMENDED TO PREVENT A SIMILAR ACCIDENT	
SUPERVISOR'S SIGNATURE	DATE

Employee's Report of Injury

EMPLOYER	
EMPLOYEE	
LOCATION	
REFERRED TO DR.	
OCCUPATION OF INJURED	AGE
INJURY DATE	TIME [] AM [] PM
NATURE OF INJURY (SCRATCH, CUT, BRUISE, ETC.)	
PART OF BODY INJURED (LEFT RING FINGER, RIGHT ANKLE, ETC.)	
DID INJURED RETURN TO WORK? [] YES [] NO	TIME [] AM [] PM
WHERE AND HOW DID ACCIDENT HAPPEN?	
SPECIFY EQUIPMENT, SUBSTANCE OR OBJECT CONNECTED WITH ACCIDENT	
WHAT WAS EMPLOYEE DOING AT TIME OF ACCIDENT?	
WITNESSES (SEE ATTACHED WITNESS STATEMENTS)	
MEASURES RECOMMENDED TO PREVENT A SIMILAR ACCIDENT	
EMPLOYEE'S SIGNATURE	DATE

SECTION 8 - BID FORM PRICING

The CONSULTANT shall invoice the COUNTY for services rendered, as ordered by the COUNTY, at the fees set forth herein. CONSULTANT's fees include all wages and salaries for personnel, materials, equipment rental, mileage, mobilization and overhead expenses related to the CONSULTANT's performance of the specified service or task.

NO	ITEM	UOM	PRICE
1	SEEDING/PLANTING:		
	a. hand broadcast 1 (permanent seeding)	ACRE	3,220.00
	b. hand broadcast 2 (supplemental seeding)	ACRE	2,600.00
	b. ATV/machine broadcast	ACRE	3,000.00
	c. drill seed	ACRE	3,220.00
	d. ground prep (light roto-tilling)	ACRE	350.00
	e. installation of plant plug (2.25" x 5" sized) Common native species will be requested	EA	625
	f. installation of plant plug (1 gallon sized) Common native species will be requested	EA	25.00
	TOTAL SECTION 1		12,411.25

2	HERBICIDE APPLICATION		
	a. spot spray (routine/light to moderate coverage)	ACRE	425.00
	b. spot spray (heavy coverage)	ACRE	585.00
	c. hand wick (routine/light to moderate coverage)	ACRE	1,450.00
	d. hand wick (heavy coverage)	ACRE	2,250.00
	e. boom spray	ACRE	350.00
	f. basal bark treatment (routine/light to moderate coverage)	ACRE	3,500.00
	g. basal bark treatment (heavy coverage)	ACRE	7,250.00
	TOTAL SECTION 2		15,810.00

NO	ITEM	UOM	PRICE
3	SELECTIVE CLEARING		
	a. cut, stack, burn (light density)	ACRE	3,850.00
	b. cut, stack, burn (medium density)	ACRE	5,100.00
	c. cut, stack, burn (heavy density)	ACRE	5,500.00
	d. cut and stack only (light density)	ACRE	3,350.00
	e. cut and stack only (medium density)	ACRE	4,550.00
	f. cut and stack only (heavy density)	ACRE	4,950.00
	g. cut, chip and remove (light density);	ACRE	5,050.00
	h. cut, chip and remove (moderate density)	ACRE	7,950.00
	i. cut, chip and remove (heavy density)	ACRE	8,250.00
	j. herbicide application to stumps only The scale of this work may vary significantly; therefore, the CONSULTANT must submit a quote to DuPage County Stormwater Management staff for approval prior to work.	PER QUOTE	
	TOTAL SECTION 3		48,550.00
	Grand Total Sections 1-3		76,781.00
GRAND TOTAL SECTIONS 1-3			
(In words) <i>Seventy-six thousand seven hundred eighty-one dollars</i>			

NO	ITEM	UOM	PRICE
4	PRESCRIBED BURN		
	a. permit, plan, notifications and administration	SITE	1,750.00
	b. burn implementation <1 acre	SITE	2,000.00
	c. burn implementation 1-5 acres	ACRE	2,000.00
	d. burn implementation >5 acres	ACRE	800.00
5	HAND PULLING/CUTTING VEGETATION		
	a. routine/light to moderate coverage	ACRE	1,450.00
	b. heavy coverage	ACRE	3,450.00
	c. disposal from site The scale of this work may vary significantly; therefore, the CONSULTANT must submit a quote to DuPage County Stormwater staff for approval prior to work.	PER QUOTE	
	d. weeding of formal native plant beds Task will occur 1-2 times per month during the growing season	ACRE	3,850.00
	e. cutting and removal of flower heads (light to routine coverage)	ACRE	825.00
	f. cutting and removal of flower heads (heavy coverage)	ACRE	1,450.00

NO	ITEM	UOM	PRICE
6	MOWING		
	a. tractor/ATV	ACRE	175.00
	b. brush cutter (spot mowing)	ACRE	185.00
7	INSTALLATION OF EROSION CONTROL BLANKET		
	a. S75BN	ACRE	9,500.00
	b. S150BN	ACRE	10,750.00
8	HOURLY RATE SHEDULE FOR ADDITIONAL SERVICES		
	Project Manager	HOUR	150.00
	Crew Leader	HOUR	125.00
	Restoration Technician	HOUR	67.50

SECTION 9 - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	ENCAP, Inc.
Main Business Address	2585 Wagner Ct.
City, State, Zip Code	DeKalb, IL 60115
Telephone Number	815-748-4500
Fax Number	815-748-4255
Proposal Contact Person	Jonathan Koepke
Email Address	JKoepke@encapinc.net

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 Partnership or Officers of the Corporation are as follows:

<u>Jonathan Koepke</u> (President or Partner)	<u>[Redacted]</u> (Vice-President or Partner)
<u> </u> (Secretary or Partner)	<u> </u> (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. 1, , 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 
(Signature and Title)

CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this 7th day of MARCH AD, 2023


(Signature of Notary Public)

My Commission Expires: 7.29.23
(Notary Public)





THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
NATIVE VEG MANAGEMENT FOR COUNTY OWNED PROPERTY 23-021-SWM
BID TABULATION

Criteria	Available Points	√				
		V3 Construction Group LTD	Blue Stem Ecological	Encap Inc.	Pizzo & Asso. LTD	Stantec Consulting Services Inc.
Firm Qualifications	30	28	21	28	29	23
Key Qualifications	30	28	23	27	29	23
Project Understanding	20	20	15	20	20	17
Price	20	20	11	18	11	17
Total	100	96	70	92	88	80

Fee and Rate Proposal	\$ 68,145.75	\$ 122,136.50	\$ 76,781.25	\$ 126,482.75	\$ 81,868.00
Percentage of points	100%	56%	89%	54%	83%
Points awarded (wtd against lowest price)	20	11	18	11	17

NOTES

RFP Posted on 2/10/2023	
Bid Opened On 3/9/2023, 2:30 PM CST by	DW, NE
Invitations Sent	22
Total Requesting Documents	0
Total Bid Responses Received	5

VENDOR ETHICS DISCLOSURE FORM



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: 3-7-23

Bid/Contract/PO #: 23-021-SWM

Company Name: <u>ENCAP, Inc</u>	Company Contact: <u>Jonathan Koepke</u>
Contact Phone: <u>815-748-4500</u>	Contact Email: <u>JKoepke@encapinc.net</u>

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

- 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**

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

- 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**

Add Line	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
X			
X			

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

Title

Date

[Signature]
JONATHAN KOEPKE
PRESIDENT
3.7.2023

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



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0038-23

Agenda Date: 4/4/2023

Agenda #: 9. E

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND PIZZO & ASSOCIATES, LTD FOR PROFESSIONAL NATIVE VEGETATION MANAGEMENT SERVICES

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to construct stormwater management, drainage and flood control improvements and to enter into agreements for the purposes related to stormwater management and flood control (55 ILCS 5/5-1062.3 and 5/5-15001, et seq.); and

WHEREAS, pursuant to said authority, the COUNTY has constructed stormwater management, drainage and flood control facilities, several of which have native vegetation components installed per the applicable governmental regulations; and

WHEREAS, the COUNTY requires professional services associated with native vegetation management at various County facilities necessary to maintain compliance with the DuPage County Countywide Stormwater and Flood Plain Ordinance ("CSFPO") and U.S. Army Corps of Engineers ("ACOE") approvals; and

WHEREAS, PIZZO & ASSOCIATES, LTD. ("CONSULTANT") has experience and expertise in this area, is in the business of providing professional native vegetation management services and is willing to perform the required services for an amount not to exceed fifty thousand dollars (\$50,000.00); and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Pizzo & Associates, Ltd. is hereby accepted and approved for an amount not to exceed fifty thousand dollars, (\$50,000.00), and that the Chair of the DuPage County Board is hereby authorized and directed to execute the attached AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the County Clerk be directed to record this AGREEMENT in the DuPage County Recorder of Deeds Office; and

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit electronic copies of this Resolution and a recorded copy of the attached AGREEMENT to the DuPage County Stormwater Management Department and Nick Alfonso, State's Attorney's Office

Enacted and approved this 11th of April, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-1230	RFP, BID, QUOTE OR RENEWAL #: 23-021-SWM	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$50,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$200,000.00
	CURRENT TERM TOTAL COST: \$50,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Pizzo & Associates, Ltd.	VENDOR #: 32985	DEPT: Stormwater Management	DEPT CONTACT NAME: Jenna Fahey
VENDOR CONTACT: Krystal Lee	VENDOR CONTACT PHONE: 815-826-0748	DEPT CONTACT PHONE #: 407-6728	DEPT CONTACT EMAIL: jenna.fahey@dupageco.org
VENDOR CONTACT EMAIL: krystall@pizzo.info	VENDOR WEBSITE: www.pizzo.info	DEPT REQ #: 1600-2310	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Hire a firm specializing in native vegetation management to assist DuPage County staff with the maintenance of native vegetation at various County owned properties. This contract is an interdepartmental shared services for SWM, PW, DOT and Facilities Management. The cost of these services will be provided on an on-call basis for a cost not to exceed \$50,000.00			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Selected through DuPage County Procurement Department's RFP process for professional services. RFP #23-021-SWM			

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.
RFP (REQUEST FOR PROPOSAL)	

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. Maintenance of the native vegetation on the County owned properties is necessary for both functional and aesthetic performance. Many of the properties are located in residential or business areas that are frequently viewed or used for passive recreation by many DuPage County residents. The County has a responsibility to maintain these properties and to prevent infestations of unsightly and non-native weedy vegetation.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Approve contract with Pizzo & Associates, Ltd. to provide native vegetation maintenance services on County owned properties as directed by staff for an amount not to exceed \$50,000.00. 2) Complete native vegetation management services for the projects in-house. Not feasible due to the limitations of staff capabilities such as required herbicide licenses, prescribed burn training; and lack of proper equipment. 3) Do nothing. This option is not recommended as DuPage County has a responsibility to maintain the vegetation on their facilities.

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: Pizzo & Associates, Ltd.	Vendor#: 32985	Dept: Stormwater Management	Division:
Attn: Krystal Lee	Email: krystall@pizzo.info	Attn: Jenna Fahey	Email: jenna.fahey@dupageco.org
Address: 10729 Pine Road	City: Leland	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60531	State: IL	Zip: 60187
Phone: 815-495-2300	Fax:	Phone: 630-407-6728	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Pizzo & Associates, Ltd.	Vendor#: 32985	Dept: Stormwater Management	Division:
Attn: Krystal Lee	Email: krystall@pizzo.info	Attn: Jenna Fahey	Email: jenna.fahey@dupageco.org
Address: 10729 Pine Road	City: Leland	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60531	State: IL	Zip: 60187
Phone: 815-495-2300	Fax:	Phone: 630-407-6728	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 1, 2023	Contract End Date (PO25): Apr 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		Maintenance of the native vegetation on the County owned properties.	FY23	1600	3000	53340		40,000.00	40,000.00
2	1	EA		Maintenance of the native vegetation on the County owned properties	FY24	1600	3000	53340		10,000.00	10,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 50,000.00

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

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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND PIZZO & ASSOCIATES, LTD. FOR PROFESSIONAL NATIVE VEGETATION
MANAGEMENT SERVICES

This Professional Service Agreement (“AGREEMENT”), is made this 11th of April, 2023 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Pizzo & Associates, Ltd., licensed to do business in the State of Illinois, with offices at 10729 Pine Road, Leland, IL 60531; (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 Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to develop watershed plans, undertake measures to control and protect against flooding, manage stormwater 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, pursuant to said authority, the COUNTY has constructed stormwater management, drainage and flood control facilities, several of which have native vegetation components installed per the applicable governmental regulations; and

WHEREAS, the COUNTY requires professional services associated with native vegetation management at various County facilities as determined necessary in compliance with the DuPage County Countywide Stormwater and Flood Plain Ordinance and U.S. Army Corps of Engineers (“ACOE”) approvals; and

WHEREAS, CONSULTANT has experience and expertise in this area and is in the business of providing such professional native vegetation management services and is willing to perform the required services for an amount not to exceed fifty thousand dollars (\$50,000.00); and

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

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.

- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and a part thereof.

2.0 SCOPE OF SERVICES.

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 7.2, below, unless otherwise modified.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Work. 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.
- 2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its 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.
- 2.4 Any work, assignments, or services to be performed by professionals under this AGREEMENT shall be performed and, or, supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

3.0 NOTICE TO PROCEED.

- 3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the 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 appropriate County official.

- 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, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed 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, through the person designated in Paragraph 3.1 above, shall be required before CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or work included within the Scope of Work.
- 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 the vendors' work was performed by the CONSULTANT under this AGREEMENT.
- 4.3 The CONSULTANT shall require any sub-consultant, or sub-contractor, hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant, or sub-contractor, also meets the terms of Sections 8.0 and 13.0 and Paragraphs 7.9 and 24.4 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in COUNTY-ordered tasks or work. The CONSULTANT shall further require every sub-consultant, and sub-contractor, hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant to indemnify, defend and hold the COUNTY harmless to the same extent the CONSULTANT is required to do so pursuant to Section 9.0 of this AGREEMENT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in the Scope of Work, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the

written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by April 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 A of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

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 fifty thousand dollars (\$50,000.00). 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, as outlined on Exhibit A the COUNTY will pay for each specified task at the fees set forth on Exhibit B. Additional tasks as approved by the COUNTY shall be paid at an hourly rate basis at a 2.8 multiplier applied to the actual hourly rates of CONSULTANT'S staff. The multiplier includes the CONSULTANT'S overhead, profit and incidental costs. A chart listing the hourly rates, with the multiplier applied, for CONSULTANT'S staff, identified by position or assignment, is also set forth in Exhibit B.

- 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 B. 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 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. When requested by the COUNTY as a condition of Federal or State assistance and, or, reimbursement, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced work. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.
- 7.6 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure CONSULTANT's full performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.
- 7.7 Following the CONSULTANT's satisfactory completion of all work specified in Exhibit B, and upon receipt, review and acceptance of all deliverables specified in Exhibit A, the COUNTY shall make its final payment to the CONSULTANT,

including payment of any retainage held back pursuant to Paragraph 7.6 above.

- 7.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.
- 7.9 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. 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 website 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 website, 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 and sub-contractors of the revised rates of wages.

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 Director, Stormwater Management Department, 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 Director, Stormwater Management Department, 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 sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that 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 that all approved sub-consultants performing work under this AGREEMENT, including 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, and, further, which names the COUNTY as an additional insured on a primary and non-contributory basis in the same coverage types and same coverage amounts as the CONSULTANT is required to maintain per Section 8.0. The CONSULTANT shall keep on file evidence of its vendors' insurance coverage at all times and shall produce same to the COUNTY upon

demand.

- 8.5 CONSULTANT'S insurance required by Paragraphs 8.1.c and d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: "The County of DuPage, its officers and employees are named as additional insureds as defined in the [Commercial (Comprehensive) General Liability Insurance policy and/or Commercial (Comprehensive) Automobile Liability Insurance policy, as applicable] with respect to claims arising from CONSULTANT'S performance under this AGREEMENT."

9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or directly connected with, the CONSULTANT'S, or its vendor's, negligent or willful misconduct, errors or omissions in its, or their, performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, must be the State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove 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. CONSULTANT'S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.

- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1, et seq.) or otherwise available to it, or the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S, and subconsultant(s), standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional firms practicing in DuPage County, 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, and its vendors', 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 AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful misconduct by the CONSULTANT or its sub-consultant(s).

11.0 BREACH OF CONTRACT

- 11.1 In the event of any breach of contract, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach. The breaching party shall be allowed a reasonable opportunity to cure the breach. A Party's failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten

(10) days written notice thereof to the breaching party. 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. A breach of any covenant or term of this AGREEMENT by one of the CONSULTANT'S vendors shall be deemed a breach by the CONSULTANT.

12.0 OWNERSHIP OF DOCUMENTS.

- 12.1 The CONSULTANT agrees that 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 COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

- 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, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, 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); and further certifies that it has not been barred from public contracting under any Federal statute or regulation. The CONSULTANT agrees that it shall not use any vendor that has been barred from being awarded a public contract, or subcontract, under Illinois or Federal law to perform work under this AGREEMENT.

- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

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 acknowledges receipt of a copy of the DuPage County Procurement Ordinance, which is hereby incorporated into this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes to the Scope of Work or compensation in accordance with said Ordinance.

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 early termination of this AGREEMENT in accordance with the terms of Section 16.0, or
 - (b) The expiration of this AGREEMENT on April 30, 2024, or to a new date agreed upon by the parties.

- (c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before April 30, 2024.
 - (d) The COUNTY and CONSULTANT reserve the right to renew this contract for a one year term, with expressed written agreement between both parties. If both parties elect to renew, this Agreement shall be extended through April 30, 2025.
- 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, or during a provisional extension period. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT'S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to the AGREEMENT'S termination, or expiration, and delivered in accord 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 the COUNTY, at the COUNTY'S election.
- 16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, excepting surviving insurance and indemnification obligations, but the parties shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
- 16.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within

fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT.

- 17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 17.4 In event of a conflict between the terms or conditions 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.

20.1 GOVERNING LAW.

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

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

21.0 NOTICES.

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

Pizzo & Associates, Ltd.
10729 Pine Road
Leland, IL
ATTN: Krystal Lee

DuPage County Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Sarah Hunn

DuPage County State's Attorney's Office
503 N. County Farm Rd
Wheaton, IL 60187
ATTN: Civil Bureau

- 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; (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (b) served by facsimile transmission during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by email transmittal during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday), return receipt requested; or (d) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, notices served by email shall be effective upon confirmation of delivery by electronic receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

- 22.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the

failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

23.0 FORCE MAJEURE.

- 23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

24.0 QUALIFICATIONS

- 24.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval. This provision shall also apply to any sub-consultant(s) used by the CONSULTANT in the performance of AGREEMENT-related work.

24.2 RESERVED

- 24.3 Failure of the CONSULTANT to use qualified personnel to perform technical or professional service for any task, assignment or project related to this AGREEMENT shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.

- 24.4 The CONSULTANT shall require all sub-consultants utilized for AGREEMENT-related work to employ qualified persons to the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT'S vendors being properly staffed while engaged in AGREEMENT-related work.

25.0 ACCESS TO PROPERTY.

- 25.1 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 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 to property 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 CONSULTANT'S request, proof of COUNTY'S permission, or legal authority, to enter onto the property of a third party.

- 25.2 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 the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

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

COUNTY OF DUPAGE

Pizzo & Associates, Ltd.

BY: _____
DEBORAH A. CONROY
CHAIR
DUPAGE COUNTY BOARD

BY:  _____
Krystal Lee
GENERAL MANAGER
PIZZO & ASSOCIATES, LTD.

ATTEST BY: _____

ATTEST BY:  _____

JEAN KACZMAREK
COUNTY CLERK

Nicholas Kinsella
Contracting Division Manager
Pizzo & Associates, Ltd.

NAME:
TITLE:

EXHIBIT A

This Exhibit includes the scope of work for the services of Pizzo & Associates, Ltd. for professional on-call services related to native vegetation management.

Management of native plant communities will be completed utilizing the most effective methods of native plant community management under the current state of ecological restoration science. Skill sets of CONSULTANT'S employees shall include the ability to identify native and non-native plants, understand the reproductive cycles of invasive species, and be trained and experienced in selective herbicide application and prescribed burning methods. CONSULTANT will complete the following tasks (deliverables) for the County as part of this contract:

- **Native Seed/Plugs Installation.** CONSULTANT will obtain and determine the methodology for installation (Hand broadcast, machine broadcast, drill seed, etc.) of native seed based on site conditions. CONSULTANT will install native seed within proper planting zones based on their knowledge of native plant habitat, growing conditions, and the species as selected and approved by the COUNTY.

CONSULTANT will use seed and plug stock acquired within 150 miles of the project site. If required species are not available within that radius, prior approval to extend the distance or allow a species substitution will be required. CONSULTANT shall not be required to utilize seed stock costing more than \$1800 per acre for hand broadcasting 1 (permanent seeding) and \$1200 per acre for hand-broadcasting 2 (supplemental seeding). The intent of supplemental seeding is to install seeding within existing vegetation and/or large dead zones due to large stands of invasive species coverage. This does not include overspray due to contractor error. Ground preparation is not included with cost of seed nor does it include pre herbicide application or removal of existing vegetation, when needed. Plugs of common native species will be requested.

- **Herbicide Application/Hand Pulling Targeting Non-native/Invasive Species.** CONSULTANT will determine what type of herbicide or methodology to utilize based on the species targeted for elimination, time of year, coverage of target species, etc. Herbicide will be applied only by a licensed herbicide applicator that has been trained in native plant identification and application methodology.

Applicators and operators will be licensed by the State of Illinois and must be well trained in plant identification and proper application techniques. This line item includes all equipment and herbicide. Herbicide use must be applied in strict compliance with all applications rates, procedures, warning labels and applicable codes, standards and best management practices. The CONSULTANT will apply for the NPDES pesticide permits as required. The cost for obtain the permit is included within the cost for herbicide application, however fees for the EcoCAT consultation are not included in the cost and will be directly reimbursed by the COUNTY if necessary.

CONSULTANT can bill for one acre minimum for herbicide application however, the COUNTY will often combine several individual lots located in close proximity to be equivalent to one acre/one work site. The acre minimum cost shall only be charged when such scheduling and coordination is not possible. Use of 2B, 2D, or 2G heavy coverage must be approved in writing by SWM staff.

- **Prescribed Burn.** CONSULTANT will complete prescribed burn services with professionally trained staff. CONSULTANT will obtain all necessary permits from regulatory authorities as necessary. A pre-determined burn plan specifically designed for an individual site with consideration to existing structures, the vegetative fuel type, and weather conditions.

Work includes notifications, establishing fire breaks, conducting the burn safely, extinguishing all hot spots and all equipment necessary to complete a controlled burn. Burns shall be completed under the supervision of the CONSULTANTS staff who have been certified through the Illinois Department of Natural Resources as a Prescribed Burn Manager and National Wildfire Coordinating Groups S130- S190. At a minimum CONSULTANT's employees participating in the prescribed burn shall have a Chicago Wilderness Midwest Ecological Burn Crew Member Certification. CONSULTANT shall maintain all bond and insurance coverage required under applicable Federal, State and Local Law to perform prescribed burns in addition to the requirements in this agreement.

- **Selective Clearing.** CONSULTANT will remove brush of only non-native and invasive species when directed by the COUNTY. Brush clearing is typically completed during the winter season; therefore, the CONSULTANT'S employees will be trained in the identification of woody brush species during all seasons.

This work may include woody material up to 5" DBH and includes herbicide application to all stumps. Cut, stack, and burn includes notifications, securing all necessary permits and other applicable requirements/certifications listed above under prescribed burn. Cut and stack may involve dragging materials a short distance for easy pick-up by others.

- **Mowing.** CONSULTANT will complete specialized or high mowing to reduce coverage of non-native or invasive species within a naturalized area. Prior to mowing the CONSULTANT will consider the target species, timing of reproductive cycle of the target species, and existing site conditions. Mowing will be scheduled as such, so that it does not interfere with the growth and spread of the desirable native species. Mowing services shall be timed to minimize weed seed production. Mowing includes operator, equipment, and fuel.
- **Erosion Control Blanket Installation.** CONSULTANT will obtain and determine the type of blanket necessary based on site conditions, time of year, steepness of slope (when present) to ensure successful germination of native plants. Erosion control blanket must be 100% biodegradable. Cost includes purchase of the materials and installation.
- **Other Native Landscaping Services.** CONSULTANT will provide other services as determined necessary and approved by the COUNTY. These tasks will be completed as required to meet specific permit performance requirements of the County and U.S. Army Corps of Engineers or the overall site restoration goals.

EXHIBIT B

SECTION 8 - BID FORM PRICING

The CONSULTANT shall invoice the COUNTY for services rendered, as ordered by the COUNTY, at the fees set forth herein. CONSULTANT's fees include all wages and salaries for personnel, materials, equipment rental, mileage, mobilization and overhead expenses related to the CONSULTANT's performance of the specified service or task.

NO	ITEM	UOM	PRICE
1	SEEDING/PLANTING:		
	a. hand broadcast 1 (permanent seeding)	ACRE	\$2,920.00
	b. hand broadcast 2 (supplemental seeding)	ACRE	\$2,160.00
	b. ATV/machine broadcast	ACRE	\$1,900.00
	c. drill seed	ACRE	\$1,900.00
	d. ground prep (light roto-tilling)	ACRE	\$2,160.00
	e. installation of plant plug (2.25" x 5" sized) Common native species will be requested	EA	\$3.75
	f. installation of plant plug (1 gallon sized) Common native species will be requested	EA	\$18.00
	TOTAL SECTION 1		\$11,061.75

2	HERBICIDE APPLICATION		
	a. spot spray (routine/light to moderate coverage)	ACRE	\$1,618.00
	b. spot spray (heavy coverage)	ACRE	\$3,260.00
	c. hand wick (routine/light to moderate coverage)	ACRE	\$2,250.00
	d. hand wick (heavy coverage)	ACRE	\$3,615.00
	e. boom spray	ACRE	\$800.00
	f. basal bark treatment (routine/light to moderate coverage)	ACRE	\$1,618.00
	g. basal bark treatment (heavy coverage)	ACRE	\$3,260.00
	TOTAL SECTION 2		\$16,421.00

NO	ITEM	UOM	PRICE
3	SELECTIVE CLEARING		
	a. cut, stack, burn (light density)	ACRE	\$6,400.00
	b. cut, stack, burn (medium density)	ACRE	\$9,600.00
	c. cut, stack, burn (heavy density)	ACRE	\$12,800.00
	d. cut and stack only (light density)	ACRE	\$4,800.00
	e. cut and stack only (medium density)	ACRE	\$6,400.00
	f. cut and stack only (heavy density)	ACRE	\$8,000.00
	g. cut, chip and remove (light density);	ACRE	\$12,750.00
	h. cut, chip and remove (moderate density)	ACRE	\$17,000.00
	i. cut, chip and remove (heavy density)	ACRE	\$21,250.00
	j. herbicide application to stumps only The scale of this work may vary significantly; therefore, the CONSULTANT must submit a quote to DuPage County Stormwater Management staff for approval prior to work.	PER QUOTE	
	TOTAL SECTION 3		\$99,000.00
	Grand Total Sections 1-3		\$126,482.75
GRAND TOTAL SECTIONS 1-3 (In words) One hundred and twenty six thousand and four hundred and eighty two dollars and seventy five cents.			

NO	ITEM	UOM	PRICE
4	PRESCRIBED BURN		
	a. permit, plan, notifications and administration	SITE	\$3,500.00
	b. burn implementation <1 acre	SITE	\$1,300.00
	c. burn implementation 1-5 acres	ACRE	\$1,200.00
	d. burn implementation >5 acres	ACRE	\$600.00
5	HAND PULLING/CUTTING VEGETATION		
	a. routine/light to moderate coverage	ACRE	\$1,600.00
	b. heavy coverage	ACRE	\$3,200.00
	c. disposal from site The scale of this work may vary significantly: therefore, the CONSULTANT must submit a quote to DuPage County Stormwater staff for approval prior to work.	PER QUOTE	
	d. weeding of formal native plant beds Task will occur 1-2 times per month during the growing season	ACRE	\$6,400.00
	e. cutting and removal of flower heads (light to routine coverage)	ACRE	\$2,240.00
	f. cutting and removal of flower heads (heavy coverage)	ACRE	\$3,600.00

NO	ITEM	UOM	PRICE
6	MOWING		
	a. tractor/ATV	ACRE	\$1,400.00
	b. brush cutter (spot mowing)	ACRE	\$1,600.00
7	INSTALLATION OF EROSION CONTROL BLANKET		
	a. S75BN	ACRE	\$10,200.00
	b. S150BN	ACRE	\$11,680.00
8	HOURLY RATE SHEDULE FOR ADDITIONAL SERVICES		
	Project Manager	HOUR	\$200.00
	Crew Leader	HOUR	\$90.00
	Restoration Technician	HOUR	\$70.00



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
NATIVE VEG MANAGEMENT FOR COUNTY OWNED PROPERTY 23-021-SWM
BID TABULATION

Criteria	Available Points	√				
		V3 Construction Group LTD	Blue Stem Ecological	Encap Inc.	Pizzo & Asso. LTD	Stantec Consulting Services Inc.
Firm Qualifications	30	28	21	28	29	23
Key Qualifications	30	28	23	27	29	23
Project Understanding	20	20	15	20	20	17
Price	20	20	11	18	11	17
Total	100	96	70	92	88	80

Fee and Rate Proposal	\$ 68,145.75	\$ 122,136.50	\$ 76,781.25	\$ 126,482.75	\$ 81,868.00
Percentage of points	100%	56%	89%	54%	83%
Points awarded (wtd against lowest price)	20	11	18	11	17

NOTES

RFP Posted on 2/10/2023	
Bid Opened On 3/9/2023, 2:30 PM CST by	DW, NE
Invitations Sent	22
Total Requesting Documents	0
Total Bid Responses Received	5

SECTION 8 - BID FORM PRICING

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GRAND TOTAL SECTIONS 1-3 (In words) One hundred and twenty six thousand and four hundred and eighty two dollars and seventy five cents.			

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	a. S75BN	ACRE	\$10,200.00
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8	HOURLY RATE SHEDULE FOR ADDITIONAL SERVICES		
	Project Manager	HOUR	\$200.00
	Crew Leader	HOUR	\$90.00
	Restoration Technician	HOUR	\$70.00

SECTION 9 - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	Pizzo & Associates, LTD.
Main Business Address	10729 Pine Rd
City, State, Zip Code	Leland, IL 60531
Telephone Number	815-495-2300
Fax Number	815-495-2300
Proposal Contact Person	Krystal Lee, General Manager - Western Territory
Email Address	krystall@pizzo.info

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 Partnership or Officers of the Corporation are as follows:

<u>Jack Pizzo</u> (President or Partner)	<u>Jack Pizzo</u> (Vice-President or Partner)
<u>Jack Pizzo</u> (Secretary or Partner)	<u>Jack Pizzo</u> (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. 1, _____, 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.

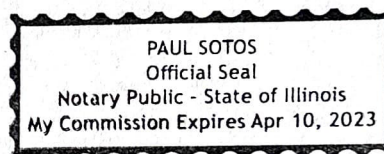
X [Redacted Signature] General manager - Western Territory CORPORATE SEAL
(Signature and Title) (If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this 8 day of March AD, 2023

[Redacted Signature]

My Commission Expires: 04/10/2023
(Notary Public)



March 9, 2023

Sarah Hunn - Director - DuPage County Stormwater Management

County of DuPage
Finance – Procurement, 3-400
421 North County Farm Road
Wheaton, Illinois 60187-3978



Subject: Native Vegetation Management for County Owned Property 23-021-SWM

Dear Sarah Hunn,

Pizzo & Associates has reviewed all project information and instruction to bidders for the County of DuPage RFP for Native Vegetation Management for County Owned Property 23-021-SWM. We are excited about the opportunity to provide a proposal for 2023 Native Vegetation Management services. Our successful native vegetation projects with Federal, State and Local government entities demonstrates our ability to perform and exceed the County of DuPage's expectations.

Pizzo & Associates has designed, installed, and maintained natural areas since 1988. We have been honored to deliver over 140 project awards to our clients through our passion, hard work ethic and dedication to succeed. As ecological experts we are eager to provide our expertise and dedication to the County of DuPage.

The County of DuPage can be assured that Pizzo & Associates, LTD. will provide high quality native seed and plant material from local sources, exceptionally trained and experienced installation and stewardship labor, clean and functioning equipment, clear and direct communication, and our pledge to complete the project on time.

Enclosed you will find our firm and key qualifications, our project understanding and proposed approach, annual rates for the goods as requested, company references and insurance information. Please do not hesitate to contact me with questions or if you need any additional information.

Thank you for this opportunity.

Sincerely,

A handwritten signature in blue ink is visible above a black rectangular redaction box. The signature appears to be "Krystal Lee".

Krystal Lee
General Manager - Western Territory
Krystall@pizzo.info - (815) 826 - 0748
PIZZO & ASSOCIATES, LTD.
ECOLOGICAL RESTORATION



ESTABLISHED	1988	DUNS NUMBER	83.291.9676
INSURANCE LIMITS	\$10 Million Total	EMR:	0.86
BONDING LIMITS	\$10 Million Total Bonding Capacity	COMPANY FOOTPRINT	14 States
INDUSTRY AWARDS	166 Awards	CLASSIFICATIONS	Small Business Enterprise

We are the turnkey solution to your problem. Pizzo & Associates, Ltd. provides practical consulting, permitting, design, installation, and maintenance solutions for engineered stormwater management systems, ecosystem restorations, erosion control, invasive species management and sustainable landscapes. Our clients are every level of government from local to federal and private landowners small to large. We can provide you a rapid response or long term management. We are recognized for our ability to deliver comprehensive project management to deliver it on spec, on time and within budget. We have won 166 industry awards for our work. We specialize in making every site – Naturally Beautiful!

AREAS OF EXPERTISE

- Sustainable Landscape Architecture
- Ecological Consulting & Permitting
- Ecological Contracting & Management
- Sustainable/LEED Landscapes
- Private Lands Management Services
- Prescribed Fire - Urban Interface Specialists
- Best Management Practices
- Natural Areas Maintenance & Management
- Engineered Stormwater Management Systems

PROFESSIONAL CERTIFICATIONS

- Professional Landscape Architects
- LEED Accredited Professionals
- Licensed Pesticide Applicators/Operators
- Certified Prescribed Burn Management
- Certified Arborists
- OSHA 30 Hour
- HAZWOPER
- USACOE 38-hour Wetland Delineation

FEATURED PROJECTS AND CLIENTS

EPA – South Branch Grand Calumet River and Roxana Marsh Remediation

The remediation / restoration of SBGCR Reach 1 + 2 and Roxana Marsh included excavation of contaminated sediment, capping the dredged areas, habitat / wetland restoration and stabilizing Reach 2 stream bank where excessive erosion had occurred. Restoration included 12 acres of invasive species control, 18 acres of native seeding, and 300 LF of bank stabilization utilizing encapsulated soil lifts with live stakes and toe protection.

Chicago Botanic Garden – North Lake Shoreline Restoration

A Section 206 Ecosystem Restoration Project with the combined efforts of CBG and the U.S. Army Corps of Engineers, this project consisted of restoring 6,400 feet of shoreline along CBG's North Lake. The scope of work for this project included installation of over 100,000+ native perennial plugs, 1,000+ native trees and shrubs, protection of sensitive plantings within the garden, shoreline stabilization with Geo-Web and benthic mesh.

National Great Rivers Research & Education Center (LEED PLATINUM)

The NGRREC Facility landscape was designed to mimic the natural ecotypes found in the confluence region demonstrating which plants that would be found together in nature. The installation in Fall 2010 consisted of 100% native species and included bio-swales, a green roof, native seed, 275 Trees, 450 shrubs and 17,000+ native plugs.

- **FEDERAL GOVERNMENT** such as USACOE, DOE, EPA, & Argonne National Laboratory.
- **MUNICIPAL GOVERNMENT** such as MWRD, IL Tollway, Forest Preserves, Counties, & Villages.
- **UTILITIES & RAILROADS** such as Nicor, CE Railroad, & Enbridge Pipelines.
- **CORPORATIONS** such as HUB Group, Sunstar America, Horizon Therapeutics, & Northwestern Medicine.
- **INSTITUTIONS** such as Field Museum, Adler Planetarium, & NGRREC.
- **SCHOOLS & UNIVERSITIES**
- **LANDSCAPE CONTRACTORS**



PIZZO & ASSOCIATES, LTD.

10729 Pine Road

Leland, IL 60531

T: (815) 495.2300

Krystal Lee - krystall@pizzo.info

Western Territory Manager

Tax ID – 36-3642549

FIRM QUALIFICATIONS

COMPANY HISTORY, BACKGROUND & DESCRIPTION OF SERVICES

Pizzo & Associates, Ltd. is an award-winning leader in sustainable development and professional ecological contracting services for public and private lands. Established in 1988, we are passionately committed to the stewardship of our shared natural habitat, and we recognize the need for ecological conservation, preservation, and restoration as we work towards the beautification and revitalization of our natural ecosystems. Moving forward, Pizzo & Associates LTD. has 57 employees and currently expanding. Multiple crews operate out of each of the 3 offices in the following locations: Leland, Lemont & South Elgin.

Ecological Contracting and Planning

Our extensive experience with the restoration/creation of native areas has given Pizzo & Associates, Ltd. a level of expertise that is unmatched within the industry today. We dedicate our knowledge to three main natural communities that occur in our native land: prairies, woodlands and wetlands. Our highly trained ecologists and landscape architects provide ecological consultation to a variety of clients that include landscape architects and planners, civil engineers, development teams, private and public landowners, city, county, state, and federal government agencies, homeowners' associations, golf courses, corporate campuses, and non-profit organizations. Following an intensive assessment of existing ecological conditions on your site, planning services consist of delineating existing ecosystems, written specifications for implementation and stewardship, and developing a comprehensive ecological restoration plan. Pizzo & Associates, Ltd. also can assess your current maintenance capabilities, provide training in the general aspects of natural areas maintenance, and provide training in the aspects of prescribed fire to make your organization self-sustainable in the stewardship of your natural areas.

Restoration/Installation

The restoration and installation of natural areas is overseen by our highly trained foreman, consisting of seeding, planting plugs, and removing invasive species. Non-native species thrive in highly disturbed areas, so our installation has been perfected to create very little disturbance. This may include no-till seeding or light hand seeding. After installation, periodic mowing creates a medium level of required disturbance to knock back the invasive species allowing native species space to become established. Once the native species are established, they will out-compete the non-natives. Periodic stewardship visits will ensure that the invasive plants are under control.

Stewardship/Maintenance

Stewardship is an age-old concept that Pizzo considers its highest priority. We define stewardship as the routine action taken to sustain the aesthetic and ecological integrity of a restoration. Once a natural area is created, restored, or enhanced, it must be stewarded in order to thrive. These practices may include the use of herbicide, fire, mechanical removal and supplemental seeding. Depending on the environmental conditions from year to year, a site may look drastically different. For example, in a drought year a completely different group of plants will thrive than in other conditions. It is an adaptive process that our field staff is highly trained in identifying and allowing for changes while maintaining the highest on-site integrity.

Prescribed Fire

Prescribed fire will simulate the frequent fires that occurred in this area in pre-settlement times. We use fire as a tool to clear debris, recycle nutrients, stimulate native plant/animal species & harm non-native and invasive species. Our utmost priority for all prescribed burns is safety. All Pizzo crew members must participate in and pass at a minimum the S130-190 Wildland fire training course prior to working the line on a Pizzo burn contract.



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NATURAL AREAS PROJECT REFERENCES

Forest Preserve District of Cook County – Habitat Improvement Project

536 North Harlem Avenue

River Forest, IL 60305

Contact: Troy Showerman - Resource Project Manager

Troy.Showerman@cookcountyil.gov

708-771-1338

Services provided: Site preparation, selective herbicide applications, prescribed burning, native seed and plug installations, stewardship, monitoring and reporting.

Contract Amount: \$1,200,000.00

Contract Duration: 01.01.2018 - Ongoing

Village of Montgomery: Native Landscape & Water Quality Maintenance contract

200 North River Street

Montgomery, IL 60538

Contact: Mark Wolf – Director of Public Works

mwolf@montgomeryil.org

331-212-9043

Services provided: Site preparation, selective herbicide applications, prescribed burning, native seed and plug installations, wildlife trapping, stone fishing pier installations, stewardship, monitoring and reporting.

Contract Amount: \$200,000.00

Contract Duration: 03.13.2012 - Ongoing

Forest Preserve District of Kane County: Bolcum Wetlands & Fabyan Woods

1996 South Kirk Road

Geneva, IL 60134

Contact: Patrick Chess - Director of Natural Resources

ChessPatrick@kaneforest.com

(630) 444-3147

Services provided: Site preparation, prescribed burning, brush clearing, piling, and burning, and stump treatments.

Contract Amount: \$51,889.44

Contract Duration: 2022 - 2023



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Leland, IL 60531

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Krystal Lee - krystall@pizzo.info

Western Territory Manager

Tax ID – 36-3642549

KEY QUALIFICATIONS

Background and Credentials Profile

Project Manager: Kyle Goergen

Office Location: Lemont

Industry Experience: 11 years

Pizzo & Associates, LTD employee: 7 years

Clients Currently Assigned: 33

Contracting Manager: Nick Kinsella

Office Location: Lemont

Industry Experience: 7 years

Pizzo & Associates, LTD employee: 11 years

Prescribed Burn Coordinator: Evan Barker

Office Location: Lemont

Industry Experience: 18 years

Pizzo & Associates, LTD employee: 16 years

General Manager: Krystal Lee

Office Location: Leland

Industry Experience: 7 years

Pizzo & Associates, LTD employee: 1.25 years

Clients Currently Assigned: 90



PIZZO & ASSOCIATES, LTD.

10729 Pine Road

Leland, IL 60531

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Krystal Lee - krystall@pizzo.info

Western Territory Manager

Tax ID – 36-3642549

PROJECT UNDERSTANDING

Pizzo & Associates, LTD. is excited to propose on the Native Vegetation Management project for the County of DuPage. Each section in the table of contents was carefully assessed, and the specifications requested are in our area of expertise.

Pizzo & Associates offers elite service in ecological restoration with a higher value than our competitors. Our staff are all highly trained, experienced and certified with their pesticide applicator and/or operator license from the Illinois Department of Agriculture. All crew members participate in continuing education and plant identification workshops to perform stewardship and restoration efficiently and safely. At minimum, the crews are comprised of a Project Manager, Crew Leader, Restoration Technician II, and Restoration Technician. Multiple individuals are to oversee the project which provides better management practices and continuing success. The project oversight includes an account manager, contracting manager, and project manager to monitor the project and provide frequent reassessments. The project manager to be assigned to this project has over 7 years in natural areas restoration experience, is a Certified Prescribed Burn Manager for over 3 years, and will be the main point of contact for work order communications with County staff. All communications will be professional, clear and direct with all staff and participants. The main point of contact for work order communications with County staff will be the project manager. If an internal escalation occurs the chain of command can include the Technician I & II, Crew Leader, Project Manager, Contracting Manager, Account Manager, General Manager, and the Owner. Go Canvas is the notification system used to alert when we will be on-site while also providing reports. Stewardship reports for all projects are sent after each visit and includes detailed documentation and photos of the work completed, species targeted and the methods used. Site problem reports are provided regarding any incidents including residents or landscapers dumping or mowing into the natural area. This service holds individuals accountable and lessens encroachment. The client is able to bill back damage to those responsible. All incidents are reported immediately utilizing forms within our application SafetyAmp. A witness statement form is used when applicable. The sample incident forms and our terms and conditions are enclosed herein. The terms and conditions attached demonstrate the performance metric guarantees that Pizzo & Associates, LTD. provides.



Basic Information

Injured/III Employee

If you are not the injured/ill employee, stop and complete the workplace accident and injury report form

Date and Time of Injury/Illness

___ / ___ / _____

What time did you begin work on the day the injury occurred (if known)

Where at work did the injury occur?

Job site or customer name, address, building number, location on site or in facility. Attach photo of work area if possible.

What happened?

What work was being performed at the time of the injury, how did the accident occur, what object or substance caused harm? Be Specific.

What is the injury or illness?

What part of the body was affected and how

Is this a First Aid Only injury?

First Aid Only injuries are those that did not require medical treatment, or when the treatment provided does not meet OSHA's definition of medical treatment.

(Select One)

☐ Yes

☐ No

☐ More Info

What is First Aid Only?

First aid includes:

- Using wound coverings such as bandages, Band-Aids™, gauze pads, etc.; or using butterfly bandages or Steri-Strips™ (other wound closing devices such as sutures, staples, etc., are considered medical treatment);
- Cleaning, flushing, or soaking wounds on the surface of the skin;
- Using a non-prescription medication at non-prescription strength;
- Using hot or cold therapy;
- Using massages (physical therapy or chiropractic treatment are considered medical treatment);
- Drinking fluids for relief of heat stress;
- Using any non-rigid means of support, such as elastic bandages, wraps, non-rigid back belts, etc. (devices with rigid stays or other systems designed to immobilize parts of the body are considered medical treatment)
- Using temporary immobilization devices while transporting an accident victim (e.g., splints, slings, neck collars, back boards, etc.).
- Drilling of a fingernail or toenail to relieve pressure, or draining fluid from a blister;
- Using eye patches;
- Removing foreign bodies from the eye using only irrigation or a cotton swab;
- Removing splinters or foreign material from areas other than the eye by irrigation, tweezers, cotton swabs or other simple means;
- Using finger guards; or
- Tetanus immunizations;

Medical treatment means the management and care of a patient to combat disease or disorder. Medical treatment does not include:

- Visits to a physician or other licensed health care professional solely for observation or counseling;
- The conduct of diagnostic procedures, such as x-rays and blood tests, including the administration of prescription medications used solely for diagnostic purposes (e.g., eye drops to dilate pupils); or
- First Aid as defined by OSHA (see above)

Does this injury meet one of these conditions?

- ☐ A burn requiring first aid beyond cold running water
- ☐ An injury resulting from electrical shock
- ☐ An injury to an eye or eyes, including chemical contact
- ☐ An injury resulting from a fall (to same level or a lower level, or from an elevated work platform or ladder)
- ☐ A concussion or loss of consciousness

(Select One)

☐ Yes

☐ No

Has this injury been reported to a supervisor?

(Select One)

☐ Yes

☐ No

Reporting Requirements

You must report this injury to your supervisor. If you have a privacy concern you may report to your department manager, Human Resources, or Health and Safety.

Accident Reported To

Has this injury been reported to a supervisor?

(Select One)

☐ Yes

☐ No

Reporting Requirements

You must report this injury to your supervisor. If you have a privacy concern you may report to your department manager, Human Resources, or Health and Safety.

Accident Reported To

What is the PC365 Case Number (1-855-310-8512)

Have you visited a clinic or otherwise received medical care for this injury?*(Select One)*☐ Yes☐ No**Where were you treated, and by whom?**

If possible, attach the medical or work restriction/release note. If it does not contain the following information, please enter the hospital or clinic's name and address and the physicians name here.

Date of treatment

___ / ___ / ____

Have you been released to work without restriction?*(Select One)*☐ Yes☐ No**What is your work restriction?**

Attach a copy of your doctor's note. A copy will be required.

Expected Return to Work Date

___ / ___ / ____

Do you have a follow-up appointment?*(Select One)*☐ Yes☐ No**Follow-up Date**

___ / ___ / ____

Have you missed any work, or been unable to perform your normal duties due to this injury?*(Select One)*☐ Yes☐ No

Add witnesses, if any

Upload additional photos and files here

Disclaimer

Reporting an injury, illness, or fatality does not mean that The Pizzo Group or the employee was at fault, that an OSHA rule has been violated, or that the employee is eligible for workers' compensation or other benefits.

Employees who report a work-related injury or illness in accordance with company policy will not be retaliated or discriminated against.



Basic Information

Date and Time of Accident

___ / ___ / ____

Supervisor in Charge at Time of Accident

Time Employee(s) Began Work (if known)**Accident Class**

Check all that apply

(Select Multiple)

- ☐ Injury, Illness, or Fatality
- ☐ Equipment Failure or Damage
- ☐ Property Damage
- ☐ Chemical or Fuel Spill
- ☐ Fire
- ☐ Other

Location Information

Site, Customer, Job Name**Address (City, State, Zip)**

Location of Accident on Site

Be specific, attach photo of work area, mark it for investigators.

GPS Location**Accident Details****Attach photos of the work area and objects involved****What work was being performed before the incident occurred?**

Describe the activity, as well as the tools, equipment or materials being used. Be Specific.

How did the accident occur; what happened?**What object or substance caused harm?****Injury Details**

Were there any injuries?*(Select One)*☐ Yes☐ No**Was PC365 Contacted***(Select One)*☐ Yes (If Yes, enter the PC365 Case Number in comments)☐ No (If No, enter N/A in comments)**Number of Injured Persons****Injured/Ill Employee(s)**

Any injuries to non-employees?*(Select One)*☐ Yes☐ No**Names of other injured persons (if known)****Check all that apply***(Select Multiple)*☐ First Aid Only☐ Medical Treatment Required☐ Loss of Consciousness☐ Death

What was the injury or illness?

Describe the part of the body affected and how

Date of death

___ / ___ / ____

Check all that apply for medical treatment

(Select Multiple)

- ☐ Emergency Services (911) Contacted
- ☐ Treated in an Emergency Room
- ☐ Transported by Ambulance
- ☐ Admitted to Hospital as Inpatient
- ☐ ****MANDATORY**** Call PC365

Hospital or Clinic Name**Hospital or Clinic Address & Contact Info****Physician's Name (if known)****Loss Details****Was there any damage to property or equipment?**

(Select One)

- ☐ Yes
- ☐ No

Select Affected Assets
Enter asset or equipment ID numbers
Describe damage to property and equipment
Attach Photos
Was any fuel or chemical spilled? <i>(Select One)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No
Describe substance and quantity spilled
Describe area affected by spill and how
Describe method of containment and clean up
Attach Photos

Witnesses
Employee Witnesses Select one or more employees that witnessed the accident. Use the witness report form or add their statements here as comments. <hr/> <hr/>

Enter Name and phone number for each other witness

Reporting

Reporting Requirements

Has this accident been reported to a supervisor?

(Select One)

☐ Yes

☐ No

Reported To

Date and Time Reported

___ / ___ / ____

Submittal Info

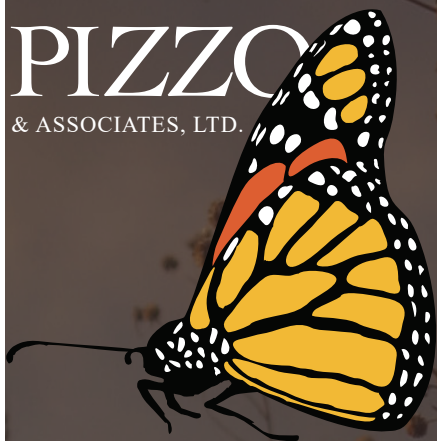
This Report Completed By

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Employees who report a work-related injury or illness in accordance with company policy will not be retaliated or discriminated against.

PIZZO
& ASSOCIATES, LTD.



Natural Areas Management





While it's difficult to quantitatively measure the success of ecosystems, monitoring methods have been developed as a way for us to evaluate the ecological and structural progress of a project with clearly defined goals.

Projects requiring permits or regulatory approval often call for multiple years of monitoring until the project receives sign-off. All projects can benefit from some level of monitoring to inform land managers of ecological performance and develop site management strategies.

Monitoring can be used to present reports to boards, associations, municipalities, and others to demonstrate the value of a project. If you're not monitoring a site, how do you know you've succeeded?

MEASURE PERFORMANCE

- MONITORING CAN BE QUALITATIVE OR QUANTITATIVE
- FIELDWORK COMPLETED DURING THE GROWING SEASON
- PLANT AND ANIMAL SURVEYS AVAILABLE

INFORM MANAGEMENT

- IDENTIFIES THE PRESENCE OF INVASIVE SPECIES
- SITE NEEDS ARE ASSESSED – DIVERSITY/FUNCTION
- ANNUAL REPORT MAKES SPECIFIC RECOMMENDATIONS

REGULATORY

- OFTEN REQUIRED FOR MITIGATION OR NEW DEVELOPMENT
- REQUIRED ANNUALLY UNTIL SIGN-OFF, TYPICALLY 3-5 YEARS
- ASSESS PERFORMANCE BASED ON A SET OF KNOWN CRITERIA



PLANT INVENTORY



WILDLIFE SURVEY



TRANSECT MONITORING



PRESCRIBED FIRE

Most North American ecosystems are not fire tolerant – they are fire dependent! Removing fire from these ecosystems can reduce productivity and devastate biodiversity. Our ecosystems need fire just as much as they need snow in the winter and rain in the spring! To replicate historical fires, we use prescribed burns as a stewardship tool to achieve your ecological goals. Prescribed fire applied by our highly trained & experienced crews will help manage weeds, increase plant diversity, and enhance natural beauty!

Prescribed fire is never a “one-and-done” process. Burns without subsequent stewardship rarely achieve good outcomes. Once native vegetation is established, prescribed fire is recommended on an ongoing basis as often as is practicable.

SAFETY

- SAFETY FIRST! IF WE CAN'T DO IT SAFELY, WE DON'T DO IT.
- SPECIALIZED FIRE SUPPRESSION EQUIPMENT IS REQUIRED
- EVERY BURN IS PERMITTED BY THE APPROPRIATE AUTHORITIES

BENEFITS

- SPRING AESTHETICS IMPROVED BY DEBRIS REMOVAL
- PLANTS GREEN-UP AND FLOWER EARLIER IN SPRING
- INCREASES EFFECTIVENESS OF STEWARDSHIP ACTIVITIES

HIGHLY QUALIFIED

- STATE CERTIFIED PRESCRIBED BURN MANAGERS
- NWCG TRAINED AND EXPERIENCED BURN CREWS
- INSURED SPECIFICALLY FOR PRESCRIBED FIRE



PRE-BURN MEETING



ROAD SIGN



PRESCRIBED FIRE



You've invested considerably in your project... now what? Stewardship! We call the maintenance and management of native plant ecosystems "Stewardship", because of how our approach to this kind of maintenance is carried out – we aren't "dominating" the land, we are "stewarding" the land. Projects succeed or fail depending on whether they are stewarded properly.

Stewardship begins immediately after installation of native plant material and will be most intense through the establishment period – typically 1-5 years. Stewardship tasks include watering, mowing, hand pulling, spot herbicide applications, and prescribed fire. Long-term stewardship does become less resource-intense over time, but no natural area is "maintenance free". The more you invest in stewarding a site, the better it performs.

MOWING & HAND-PULLING

- TIMELY MOWING MINIMIZES SPREAD OF WEED SEEDS
- MECHANICAL MOWING OR SPOT MOWING WITH BRUSH CUTTERS
- HAND-PULLING IN BEDS OR AREAS WITH ESTABLISHED NATIVES

HERBICIDE

- LIMITED USE – SPECIFIC TREATMENT PROTOCOLS
- CERTIFIED PESTICIDE APPLICATORS & OPERATORS
- OUR GOAL IS NO HERBICIDE USE

APPROXIMATE TIMING

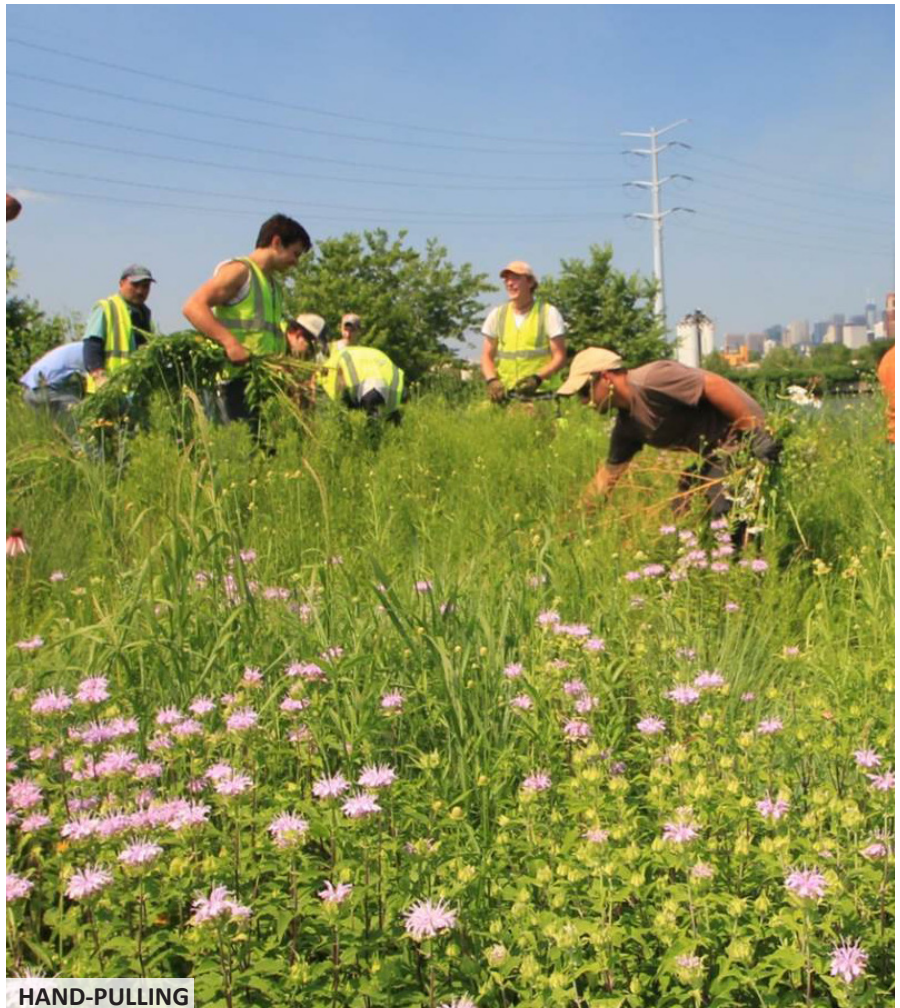
- STEWARDSHIP SEASON: APRIL-NOVEMBER
- BRUSH REMOVAL & PRESCRIBED FIRE: NOVEMBER-APRIL
- RECOMMENDED: 5-7+ CREW VISITS PER YEAR



HERBICIDE



BRUSH CUTTING



HAND-PULLING

PIZZO
& ASSOCIATES, LTD.



Natural Areas Installation





PIZZO
& ASSOCIATES, LTD.

ECOLOGICAL RESTORATION

Restoring natural systems requires scientifically based planning, implementation, and management. We restore both remnant and non-remnant sites. “Remnants” are areas containing pre-settlement vegetation, which has survived in less-disturbed portions of the landscape, and which responds quickly to restoration. Non-remnant sites can be restored to native vegetation, but this requires more effort and time.

Our ecologists, managers, and crews have successfully worked on some of the region’s most sensitive remnant sites as well as creating some of the region’s newest and best restored ecosystems. We’ve completed projects of all sizes and worked on all ecosystem types with amazing results. Our goal is to create spaces that you will use and enjoy that are filled with flowers, songbirds, and pollinators!

DESIGN-BUILD

- ASSESS CURRENT SITE CONDITIONS
- DEVELOP RESTORATION AND MANAGEMENT PLAN
- INSTALL AND STEWARD TO CREATE A BEAUTIFUL, FUNCTIONAL SPACE

PRAIRIES & WETLANDS

- REGULATORY MITIGATION OR PLANNED RESTORATION
- WETLAND DELINEATION – CONFIRM COMPLIANCE
- CREATE AND MANAGE HABITAT

WOODLANDS

- TREE INVENTORIES & CANOPY ASSESSMENTS
- INVASIVE SPECIES TREATMENTS AND BRUSH CLEARING
- SPRING WILDFLOWERS



WOODLAND



WETLAND



PRAIRIE

SHORELINE STABILIZATION & EROSION CONTROL

Shorelines erode where soil is not thickly vegetated. Native wetland plants have thick, fibrous roots that anchor the soil. Lawn grass or turf grasses have a shallow, weak root system that cannot survive in permanently wet soils. Stone solutions to erosion are static and are disrupted by wave action, freeze-thaw cycles, and soil settling. Plus, stone never looks as good as the day it is installed! The true solution to erosion is a wide diversity of deep-rooted native perennial plants that are thriving, dynamic, and will respond to changes in the environment!

We help you repair and avoid erosion by planting shorelines and slopes with native perennials that are beautiful, seasonal, and functional.

SHORELINE & SLOPE

- RE-GRADING & STABILIZATION
- BEAUTIFICATION USING CUSTOM NATIVE PLANT MIXES
- ANIMAL DAMAGE REPAIR

BENEFITS

- LONG TERM DYNAMIC STABILIZATION
- IMPROVED WATER QUALITY
- ENHANCED WILDLIFE & POLLINATOR HABITAT

SERVICES

- POND SHORELINES, STREAMS, BLUFFS, AND RAVINES
- DESIGN AND PERMITTING
- NATIVE SEED & PLANT INSTALLATION, STEWARDSHIP



BEFORE



RESTORED



AFTER



PIZZO
& ASSOCIATES, LTD.

SUSTAINABLE LANDSCAPES & GREEN INFRASTRUCTURE

All our sustainable landscaping sites are beautiful as well as functional. A weedy look is not an option! Sustainable landscapes can have the same look & feel as traditional landscapes while providing valuable habitat and assisting in stormwater management! Green infrastructure can be designed to have a more natural look with lower maintenance costs. Consistent and continuous maintenance (stewardship) is key to achieving a look and function that meets all goals!

Since our founding, our work has focused on sustainable landscapes and ecological restoration. Our client's projects have been recognized time and time again, winning over 150 green industry awards!

DESIGN & CONSULTING

- PROFESSIONAL LANDSCAPE ARCHITECTS CONSULT ON DESIGN SPECIFICATIONS
- ECOLOGICAL CONSULTING FOR DESIGN PROFESSIONALS
- CONSTRUCTION MANAGEMENT

NATIVE PLANT SELECTION

- DETERMINE MATERIAL TYPE: SEED, PLUGS, COMBINATION
- LOCALLY GROWN & SOURCED NATIVE PLANTS & SEED
- PROPERLY INSPECTED AND INSTALLED BY TRAINED CREWS

RAIN GARDENS & BIOSWALES

- ABSORB & FILTER RUNOFF FROM IMPERVIOUS SURFACES
- IMPROVE WATER QUALITY AND INFILTRATION
- CREATE BEAUTIFUL AND FUNCTIONAL HABITAT SPACES



BIOSWALE



RAIN GARDEN



NATIVE LANDSCAPE

VENDOR ETHICS DISCLOSURE FORM



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: 03/09/2023

Bid/Contract/PO #: _____

Company Name: Pizzo & Associates, LTD.	Company Contact: Krystal Lee
Contact Phone: 815-826-0748	Contact Email: krystall@pizzo.info

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

- 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**

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

- 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**

Add Line	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
x			
x			

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: [Redacted Signature]

Printed Name: Krystal Lee

Title: General Manager - Western Territory

Date: 03/09/2023

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



Stormwater Requisition under \$30,000

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

File #: 23-1351

Agenda Date: 4/4/2023

Agenda #: 9. F



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-1225	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$1,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$1,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Fairfield IV Homeowners Association	VENDOR #:	DEPT: Stormwater Management	DEPT CONTACT NAME: Mary Beth Falsey
VENDOR CONTACT: Justin Zelenka	VENDOR CONTACT PHONE: (630) 532-0780	DEPT CONTACT PHONE #: 630-407-6680	DEPT CONTACT EMAIL: marybeth.falsey@dupageco.org
VENDOR CONTACT EMAIL: Justin.zelenka@gmail.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2311	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The project involves the removal of invasive species and planting native vegetation in a riparian area to improve water quality. The improvements include clearing invasive vegetation, site preparation, and planting native vegetation.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Since 2000, Stormwater Management's Water Quality Improvement Program has budgeted funds to provide financial assistance for projects that provide a regional water quality benefit to DuPage County streams. The Fairfield IV Riparian Zone Site Prep and Critical Planting Project has been selected for funding for the FY 2023 Water Quality Improvement Program grant.			

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.
Other - See Section 3 Below	

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. Competitive grant project ranking and selection
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Approve contract extension with the Fairfield IV Homeowner's Association 2. Do not approve the contract extension with Fairfield IV Homeowner's Association. Not recommended as the project has been approved by the Committee for funding under the WQIP Grant program for its recognized benefits to water quality in a DuPage County waterway.

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: Fairfield IV Homeowners Association	Vendor#:	Dept: Stormwater Management	Division:
Attn: Justin Zelenka	Email: Justin.zelenka@gmail.com	Attn: Mary Beth Falsey	Email: marybeth.falsey@dupageco.org
Address: 529 Ryan Ct.	City: Westmont	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60559	State: IL	Zip: 60187
Phone: (630) 532-0780	Fax:	Phone: 630-407-6680	Fax: 630-407-6701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Fairfield IV Homeowners Association	Vendor#:	Dept: Stormwater Management	Division:
Attn: Justin Zelenka	Email:	Attn: Mary Beth Falsey	Email: marybeth.falsey@dupageco.org
Address: 529 Ryan Ct.	City: Westmont	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60559	State: IL	Zip: 60187
Phone: (630) 532-0780	Fax:	Phone: 630-407-6680	Fax: 630-407-6701
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 4, 2023	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		Riparian Buffer Zone Site Prep And Critical Planting Project	FY23	1600	3000	53830		1,000.00	1,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 1,000.00

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

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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND FAIRFIELD IV
HOMEOWNERS ASSOCIATION FOR THE RIPARIAN BUFFER ZONE SITE PREP AND
CRITICAL PLANTING PROJECT

This AGREEMENT is made this 4th day of April 2023 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 Fairfield IV Homeowners Association, an Illinois not-for-profit corporation, with offices at 529 Ryan Ct, Westmont, IL 60559 (hereinafter referred to as the ASSOCIATION).

R E C I T A L S

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 stormwater management and flood control purposes (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the ASSOCIATION is proposing a riparian buffer zone site prep and critical planting project for the Fairfield IV property (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the ASSOCIATION have determined that the construction of the PROJECT will benefit local citizens by improving the water quality in the Flagg Creek Watershed; and

WHEREAS, the ASSOCIATION has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY’S Water Quality Improvement Program in an amount not to exceed one thousand dollars (\$1,000); and

WHEREAS, the ASSOCIATION shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the COUNTY for qualified expenses not to exceed one thousand dollars (\$1,000) per this AGREEMENT; and

WHEREAS, the ASSOCIATION shall share any 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 premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made a part hereof, 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 PROJECT involves a removal of invasive species and planting native vegetation in a riparian area to improve water quality. The improvements include clearing invasive vegetation, site preparation, and planting native vegetation. The goal of the ASSOCIATION is to reduce pollutant loadings by increasing absorption and reducing stormwater runoff and erosion into the Flagg Creek watershed.
- 2.2 The PROJECT shall be developed essentially in accord with the application packet (Riparian Buffer Zone - site prep and critical planting Fairfield 4 2023), as prepared by Justin Zelenka, Treasurer, and submitted on January 4, 2023, which document is incorporated herein by reference but is not attached hereto due to space limitations. The best management practices shall be maintained and monitored by the ASSOCIATION or its consultant.

3.0 FUNDING.

- 3.1 The total water quality related PROJECT costs are estimated to be four thousand dollars (\$4,000). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

FAIRFIELD IV HOMEOWNERS ASSOC.	75%	\$3,000
COUNTY OF DUPAGE	25%	\$ 1,000
TOTAL	100.0%	\$4,000

- 3.2 The ASSOCIATION shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the ASSOCIATION and COUNTY agree to apportion such extra costs in writing before they are incurred.
- 3.3 This AGREEMENT shall in no way obligate the ASSOCIATION to undertake this PROJECT if the ASSOCIATION in its sole discretion determines that it is no longer in the ASSOCIATION'S best interest to proceed with this PROJECT.

However, in the event the PROJECT is not substantially completed (excepting post-construction monitoring) by October 31, 2024, the ASSOCIATION shall promptly reimburse the COUNTY any monies paid by the COUNTY to the ASSOCIATION pursuant to this AGREEMENT. The ASSOCIATION'S right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the ASSOCIATION'S timely and satisfactory completion of the PROJECT.

- 3.4 The ASSOCIATION may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the ASSOCIATION in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT (construction management, etc.), construction (labor and materials), bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the ASSOCIATION'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

4.0 ASSOCIATION'S RESPONSIBILITIES.

- 4.1 The ASSOCIATION shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The ASSOCIATION shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The ASSOCIATION shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 4.3 The ASSOCIATION shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The ASSOCIATION 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 PROJECT work components qualify as allowable expenses.
- 4.5 The ASSOCIATION shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.6 The ASSOCIATION shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.

- 4.7 The ASSOCIATION may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The ASSOCIATION shall submit no more than one invoice per month to the COUNTY during the construction phases of the PROJECT. Under no circumstances should the COUNTY be invoiced more than twenty-five percent (25%) of total incurred PROJECT costs up to the limits as established in Paragraph 3.1. The invoice shall show the quantities and cost per item and be summarized by PROJECT area.
- 4.9 The ASSOCIATION shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the ASSOCIATION in the amounts herein agreed upon, nor shall this provision affect the ASSOCIATION'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The ASSOCIATION shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The ASSOCIATION and ASSOCIATION'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The ASSOCIATION shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the ASSOCIATION 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 ASSOCIATION 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 PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S Water Quality Improvement Program.
- 4.12 The ASSOCIATION must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the ASSOCIATION'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Water Quality Improvement Program. The COUNTY shall promptly provide the ASSOCIATION with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
- 5.2.1 The COUNTY shall reimburse the ASSOCIATION for approved costs associated with the PROJECT at a fixed proportion of twenty- five percent (25%) of the PROJECT costs, which have been incurred and paid for by the ASSOCIATION, as specified in Paragraph 3.1.
- 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed one thousand dollars (\$1000).
- 5.2.3 In the event PROJECT costs total less than four thousand dollars (\$4,000), the COUNTY'S total reimbursement amount shall be not more than twenty-five percent (25%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the ASSOCIATION.
- 5.2.4 The COUNTY shall not be obligated to pay invoices received after November 30, 2024, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
- 5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT. The COUNTY shall provide the ASSOCIATION reasonable advance notice of when the COUNTY requires such access.

6.0 GOVERNMENT REGULATIONS.

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

7.0 INDEMNIFICATION.

- 7.1 The ASSOCIATION shall indemnify, hold harmless and defend the COUNTY and 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 ASSOCIATION'S performance under this AGREEMENT to the fullest extent the ASSOCIATION is so authorized under the law; provided, however, that the ASSOCIATION 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 ASSOCIATION shall require each consultant and contractor responsible for the construction of the PROJECT to name the ASSOCIATION and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the ASSOCIATION shall require that its consultants and contractors indemnify, defend and hold harmless the ASSOCIATION 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 paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove the ASSOCIATION'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 ASSOCIATION or its consultants, contractors or agents. The ASSOCIATION'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 November 30, 2024 or to a new date agreed upon by the parties.
 - 9.1.2 The completion by the ASSOCIATION and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2024.

10.0 ENTIRE AGREEMENT.

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between the parties.
- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.
- 10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 10.4 In 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:

Justin Zelenka
Treasurer
Fairfield IV Homeowners
Association
529 Ryan Ct.
Westmont, IL 60559

Mary Beth Falsey
Water Quality Supervisor
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 the

parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

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

COUNTY OF DUPAGE

FAIRFIELD IV HOMEOWNERS
ASSOCIATION

Justin Zelenka,
Treasurer

ATTEST:

ATTEST:

Courtney Suffredin,
Administrative Assistant



Environmental Resolution

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

File #: EN-R-0015-23

Agenda Date: 4/4/2023

Agenda #: 10. A

RESOLUTION OF SUPPORT FOR THE METROPOLITAN MAYORS CAUCUS' GREENEST REGION COMPACT

WHEREAS, the Metropolitan Mayors Caucus provides a forum for the chief elected officials of the Chicago region to develop consensus and act on common public policy issues and multi-jurisdictional challenges; and

WHEREAS, the Metropolitan Mayors Caucus' participating Mayors and their communities have a history of environmental stewardship, including energy efficiency, water conservation, urban forestry, and participation in Clean Air Counts; and

WHEREAS, it is important for local governments throughout the United States to take leadership roles to advance sustainability, both in their own communities and in concert with regional, national, and global initiatives; and

WHEREAS, the Metropolitan Mayors Caucus created the Greenest Region Compact to address environmental sustainability issues of global importance at the local level; and

WHEREAS, the Greenest Region Compact synthesizes sustainability goals already adopted by leading communities in the region, and these consensus goals align with common regional, state, national, and global objectives; and

WHEREAS, the consensus goals of the Greenest Region Compact will guide coordinated efforts toward enhanced quality of life for residents, protection and stewardship of the environment, and sustainable economic vitality; and

WHEREAS, DuPage County has a long history of environmental stewardship, including approving the Environmental Responsibility and Conservation Policy and the Cool Counties Commitment - now known as Cool DuPage; supporting International Dark Skies and the DuPage Monarch Project; and partnering on the Chicago Region Trees Initiative.

NOW, THEREFORE, BE IT RESOLVED, that DuPage County supports the Greenest Region Compact proposed by the Metropolitan Mayors Caucus and agrees to work to achieve them, both in DuPage County and in collaboration with the region.

Enacted and approved this 11th day of April, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Greenest Region Compact

COLLABORATING FOR SUSTAINABLE COMMUNITIES

The member municipalities of the Metropolitan Mayors Caucus seek a vibrant, sustainable future for their communities and the greater Chicago region. The consensus goals of the Greenest Region Compact aim for enhanced quality of life for residents; protection and stewardship of the environment and sustainable economic vitality.

To become the most sustainable and successful region in the United States, they, therefore, support the following consensus goals of the Greenest Region Compact and agree to work to achieve them, both in their own communities and in collaboration throughout the region:



Climate

- Reduce greenhouse gas emissions
- Maintain clean and healthful air
- Develop resiliency to climate change impacts
- Engage the community in climate change mitigation and adaptation



Economic Development

- Promote innovation and a competitive workforce
- Cultivate local and sustainable development, jobs, and businesses



Energy

- Use energy for buildings and facilities efficiently
- Advance renewable energy
- Reduce energy consumption
- Enact policies that support clean energy
- Engage the community in clean energy practices



Land

- Encourage strategic development that upholds sustainability principles
- Conserve, restore and enhance natural features and ecosystems
- Support networks of accessible, well-used, and enjoyable parks
- Sustain a robust urban forest canopy
- Sustain beautiful landscapes that provide ecosystem services
- Achieve greater livability through sustainable land use and housing policies
- Cultivate a conservation ethic in the community



Mobility

- Support safe and effective active transportation
- Maintain a diverse, safe, and efficient transportation network
- Support efficient transportation that uses resources wisely
- Integrate sustainability into transportation policies, programs, and regulations
- Promote public and sustainable transportation choices



Municipal Operations

- Lead by demonstrating sustainable values and practices
- Integrate sustainability into all municipal operations
- Operate a safe, clean and efficient fleet
- Collect and manage data to advance sustainability



Sustainable Communities

- Promote cultural vibrancy in the community
- Foster a culture of health, safety, and wellness
- Increase access to sustainably grown local food
- Sustain community principles that are welcoming, inclusive and equitable
- Promote a sustainable identity for the community
- Ensure local policies and codes support sustainability
- Cultivate community values based on principles of sustainability



Waste & Recycling

- Support sustainable material management
- Recycle materials across all sectors
- Divert waste from landfills
- Enact policies that cause sustainable material management
- Engage the community in waste reduction and recycling



Water

- Use and distribute water efficiently
- Protect and improve water quality
- Manage water system assets sustainably
- Optimize the use of natural and built systems to manage stormwater
- Practice stewardship of water resources
- Enact policies to protect water resources
- Engage the community in water stewardship



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