



DU PAGE COUNTY

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

Stormwater Management Committee Regular Meeting Agenda

Tuesday, December 2, 2025

7:30 AM

County Board Room

1. CALL TO ORDER
2. ROLL CALL
3. CHAIRMAN'S REMARKS - CHAIR ZAY
4. PUBLIC COMMENT
5. APPROVAL OF MINUTES
 - 5.A. [25-2784](#)
Stormwater Management Regular Meeting Minutes - November 4, 2025.
6. CLAIMS REPORTS
 - 6.A. [25-2870](#)
Schedule of Claims November 2025
7. STAFF REPORTS
 - 7.A. [25-2836](#)
Stormwater Management Currents Newsletter - November 2025.
 - 7.B. [25-2837](#)
Stormwater Management Program and Events Update.
 - 7.C. [25-2838](#)
Stormwater Management December 2025 Spill Report.
8. CONSENT AGENDA
 - 8.A. [25-2856](#)
Excel Electronic, Inc. PO# 7455-0001-SERV - This Change Order is for a time extension from November 30, 2025 to June 30, 2026. No change in contract amount.
9. ACTION ITEMS

9.A. [SM-P-0026-25](#)

Recommendation for the approval of a contract to Christopher B. Burke Engineering LTD, for Professional Engineering Services for the development of the Sawmill Creek Watershed Plan, for the period of December 9, 2025 through June 30, 2027, for a contract total not to exceed \$98,500. Other Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

9.B. [SM-P-0027-25](#)

Recommendation for the approval of a contract issued to Hampton, Lenzini and Renwick, Inc., for professional engineering/GIS Floodplain Mapping services, for Stormwater Management, for the period of December 9, 2025 through November 30, 2026, for a contract total not to exceed \$75,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et seq.

9.C. [SM-P-0028-25](#)

Recommendation for the approval of a contract issued to Gewalt Hamilton Associates, Inc., for professional engineering and land surveying services, for Stormwater Management, for the period of December 9, 2025 through November 30, 2026, for a contract total not to exceed \$65,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et seq.

9.D. [SM-R-0014-25](#)

Recommendation to approve a First Amendment and Restatement of the Parcel A Access Easement Agreement by and between the County of DuPage and the Elmhurst-Chicago Stone Company, and it's successor in interest, 83 East, LLC.

9.E. [SM-R-0015-25](#)

Recommendation to approve a First Amendment and Restatement of the West Lobe Easement Agreement by and between the County of DuPage and the Elmhurst-Chicago Stone Company, and it's successor in interest, 83 East, LLC.

10. INFORMATIONAL10.A. [DT-P-0053-25](#)

Recommendation for the approval of a contract to Clean Harbors Environmental Services, Inc., to provide hazardous material testing, disposal, and emergency services, as needed for the Division of Transportation (\$30,000) and Stormwater Management (\$10,000), for the period of January 1, 2026 through December 31, 2026, for a contract total not to exceed \$40,000; per lowest responsible bid # 25-114-DOT.

11. OLD BUSINESS

12. NEW BUSINESS

13. ADJOURNMENT



Minutes

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

File #: 25-2784

Agenda Date: 12/2/2025

Agenda #: 5.A.



DU PAGE COUNTY

421 N. COUNTY FARM ROAD
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Stormwater Management Committee Final Summary

Tuesday, November 4, 2025

7:30 AM

County Board Room

1. CALL TO ORDER

7:30 AM meeting was called to order by Chairman James Zay at 7:45 AM.

2. ROLL CALL

PRESENT	Brummel, Eckhoff, Evans, Garcia, Haider, Honig, and Zay
ABSENT	Fasules, Hinterlong, Nero, Pulice, Tiesenga, and Tornatore
REMOTE	DeSart

3. CHAIRMAN'S REMARKS - CHAIR ZAY

No remarks were offered.

4. PUBLIC COMMENT

Kay McKeen provided a SCARCE update.

5. APPROVAL OF MINUTES

5.A. [25-2560](#)

Stormwater Management Regular Meeting Minutes - October 7, 2025.

RESULT:	APPROVED
MOVER:	Lucy Evans
SECONDER:	Andrew Honig

6. CONSENT AGENDA

6.A. [25-2573](#)

Fehr Graham & Associates, LLC - PO 6888-0001-SERV is decreasing in the amount of \$45,290.76 and closing due to purchase order expiring.

RESULT:	ACCEPTED
MOVER:	Lucy Evans
SECONDER:	Paula Garcia

6.B. [25-2597](#)

Encap Inc - PO 6994-0001-SERV is decreasing in the amount of \$54,087.35 and closing due to purchase order expiring.

RESULT:	ACCEPTED
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MOVER:	Lucy Evans
SECONDER:	Paula Garcia

7. CLAIMS REPORTS

7.A. [25-2635](#)

Schedule of Claims - October 2025

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	David Brummel
SECONDER:	Andrew Honig

8. BUDGET TRANSFERS

8.A. [25-2556](#)

Budget Transfer to cover the cost of Employee Salary and Medical Insurance for FY25 in the amount of \$175,000. Transfer from: 1600-3000-50080 (Salary & Wage Adjustments) \$104,183, 1600-3000-50099 (New Program Requests-Personnel) \$34,872, 1600-3000-50040 (Part Time Help) \$25,000 and 1600-3000-51000 (Benefit Payments) \$10,945. Transfer to: 1600-3000-50000 (Regular Salaries) \$90,000 and 1600-3000-51040 (Employee Med & Hosp Insurance) \$85,000.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

9. STAFF REPORTS

9.A. [25-2604](#)

Stormwater Management Program and Events Update.

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Lucy Evans
SECONDER:	David Brummel

9.B. [25-2605](#)

Stormwater Management Currents Newsletter for October 2025.

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	David Brummel
SECONDER:	Lucy Evans

10. ACTION ITEMS

10.A. [25-2571](#)

Village of Glendale Heights - PO 7073-0001-SERV - Change Order to extend the contract from November 30, 2025 to November 30, 2027, no change to contract amount.

(WQIP Grant)

RESULT: APPROVED
MOVER: Paula Garcia
SECONDER: Lucy Evans

10.B. [25-2603](#)

Black & Veatch Corporation - PO 7289-0001-SERV - Change Order to extend the contract from November 30, 2025 to November 30, 2026, no change to contract amount.

RESULT: APPROVED
MOVER: David Brummel
SECONDER: Paula Garcia

10.C. [25-2582](#)

Recommendation for the approval of a contract issued to Bay Crane Midwest, LLC, to provide on call crane services as needed to assist with operation and maintenance of flood control facilities, for Stormwater Management, for the period of December 1, 2025 through November 30, 2026, for a contract total not to exceed \$24,508; per bid #22-069-SWM, third and final option to renew.

RESULT: APPROVED
MOVER: Lucy Evans
SECONDER: Paula Garcia

10.D. [SM-R-0013-25](#)

First Amendment to Resolution SM-R-0176-22, an Intergovernmental Agreement with the Village of Burr Ridge for the Elm Street Culvert Replacement Project, for Stormwater Management, to extend the contract date to January 31, 2026. No change to contract amount.

RESULT: APPROVED
MOVER: Paula Garcia
SECONDER: Lucy Evans

10.E. [SM-P-0021-25](#)

Recommendation for the approval of a contract issued to School and Community Assistance for Recycling and Composting Education (SCARCE), for professional education services, for Stormwater Management, for the period of December 1, 2025 through November 30, 2026, for a total contract amount not to exceed \$235,000 (\$85,000 Stormwater and \$150,000 Environmental). Per RFP #23-114-SWM, second of three optional renewals.

RESULT: APPROVED AND SENT TO FINANCE
MOVER: Paula Garcia

SECONDER: Lucy Evans

10.F. [SM-P-0022-25](#)

Recommendation for the approval of a contract issued to V3 Companies, for On Call Drainage Professional Engineering Services, for Stormwater Management, for the period of November 12, 2025 through November 30, 2026, for a contract total amount not to exceed \$75,000. 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 and only optional renewal.

RESULT: APPROVED AND SENT TO FINANCE
MOVER: Paula Garcia
SECONDER: Saba Haider

10.G. [SM-P-0023-25](#)

Recommendation for the approval of a contract issued to Water Well Solutions Illinois, LLC, to furnish all equipment, labor, material, tools and supervision necessary for well cleaning at the Wood Dale - Itasca Reservoir, for Stormwater Management, for the period of December 1, 2025 through November 30, 2026, for a contract total amount not to exceed \$181,889; per lowest responsible bid #25-115-SWM.

RESULT: APPROVED AND SENT TO FINANCE
MOVER: Lucy Evans
SECONDER: Paula Garcia

10.H. [SM-P-0024-25](#)

Recommendation for the approval of a contract issued to WBK Engineering, LLC, for On Call Professional Engineering Services, for Stormwater Management, for the period of November 12, 2025 through November 30, 2026, for a contract total amount not to exceed \$60,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq. First and only optional renewal.

RESULT: APPROVED AND SENT TO FINANCE
MOVER: Paula Garcia
SECONDER: Lucy Evans

10.I. [SM-P-0025-25](#)

Recommendation for the approval of a contract issued to Civil & Environmental Consultants, Inc., for on-call land surveying services, for Stormwater Management, for the period of November 12, 2025 to November 30, 2026, for a contract total amount not to exceed \$50,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-bases selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq. First and only

optional renewal.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Saba Haider

11. INFORMATIONAL

11.A. [TE-P-0018-25](#)

Recommendation for the approval of a contract purchase order to Verizon Wireless, for wireless tablet and machine-to-machine services, for the Sheriff's Office, Division of Transportation, Stormwater, and Public Works, for the period of November 16, 2025 through September 30, 2026, for a total contract amount not to exceed \$33,510; contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (State of Illinois Master Contract #CMS793372P).

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Saba Haider
SECONDER:	Paula Garcia

12. OLD BUSINESS

No old business was discussed.

13. NEW BUSINESS

No new business was discussed.

14. ADJOURNMENT

With no further business, the meeting was adjourned @ 7:55 AM..



Payment of Claims

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

File #: 25-2870

Agenda Date: 12/2/2025

Agenda #: 6.A.

**DUPAGE COUNTY STORMWATER MANAGEMENT
SCHEDULE OF CLAIMS
Nov-25**

Vendor	Service	Amount
Comcast	Ethernet services	\$382.68
V3 Companies	On-call services	\$1,697.47
AT & T	Phone Services	\$59.07
AT & T	Phone Services	\$83.65
AT & T	Phone Services	\$95.16
AT & T	Phone Services	\$103.68
AT & T	Phone Services	\$55.82
A Block	Truck Tipping	\$40.00
A Block	Truck Tipping	\$40.00
Water Well	Well pump removal	\$6,125.00
Sarah Hunn	Reimb. IL prof. fee	\$127.81
A Block	Truck Tipping	\$40.00
A Block	Truck Tipping	\$40.00
AT & T	Phone Services	\$96.77
City of WoodDale	Water/Sewer 301 School St	\$42.82
AT & T	Ethernet services	\$1,928.36
AutoZone	Oil	\$44.61
AutoZone	Wiper blade	\$60.00
CEC	On-call Engineering	\$4,981.20
Christopher B. Burke	Prof services	\$7,257.85
ComEd	0E River Rd. 3N034 Electric service	\$310.69
Core & Main	Various supplies	\$8,005.08
ECT	HSPF hydrology	\$1,386.00
ERA	Prentiss Creek Watershed	\$12,983.80
Grainger	signs	\$125.79
Home Depot	Various supplies	\$39.52
Independent Mechanical	EQ pump Project	\$94,374.00
Martam	Luther High Ridge	\$64,721.17
Menards	Various supplies	\$140.38
Pizzo	Native Vegetation Mntce	\$3,712.00
Red Wing	Safety Shoes - Johnson	\$233.74
Red Wing	Safety Shoes - Matozzi	\$250.74
Red Wing	Safety Shoes - Klasen	\$250.74
Red Wing	Safety Shoes - Druger	\$259.24
Red Wing	Safety Shoes - Clark	\$300.00
Robinson Engineering	On-call Engineering	\$2,153.43
STATE testing LLC	St. Joseph Creek Condos Prjct	\$3,997.58
V3 Construction	Native Vegetation Mntce	\$2,403.73
ComEd	4013 Washington - Electric Services	\$29.70
ComEd	0 S Irving Park - Electric Services	\$40.99
ComEd	4525 River - Electric Services	\$47.33
ComEd	4723 River - Electric Services	\$57.05
ComEd	4525 Dumoulin - Electric Services	\$87.59
ComEd	4720 Dumoulin - Electric Services	\$96.49
ComEd	0 E Fanchon 1S Electric services	\$155.62
ComEd	397 Illini Dr Electric services	\$478.89
Nicor	301 W School St Natural Gas Service	\$65.38
Toshiba	Copier svcs- NOV 2025	\$109.46
Toshiba	Copier svcs- NOV 2025	\$174.65

USGS	Joint Funding agreement	\$98,350.00
WBK	On-call services	\$18,373.94
Wesco	Rockwell Parts	\$3,014.34
Advance Auto	Brake Pads	\$83.76
On Target Wildlife	Beaver trap/removal	\$1,250.00
Service Industrial	Hose & Accessories	\$9,105.00
V & R Tire/Favia Investments	Service SWM#50	\$2,629.58
V3 Companies	On-call services	\$11,839.18
AT & T	Phone Services	\$56.83
AT & T	Phone Services	\$95.61
ComEd	701 W Third - Electric Services	\$27.06
ComEd	0 N School - Electric Services	\$722.46
Conserv FS	Seed Mix	\$112.50
Conservation Foundation	Water Quality Education	\$5,703.00
FirstNet AT & T	Cellular services	\$2,199.86
Fosters	Safety lane sticker	\$69.00
Grainger	Batteries	\$89.22
Graybar	Electrical products	\$448.49
Great Lakes Concrete	flared pipe/gasket	\$362.61
Home Depot	trailer wiring kit	\$9.48
Home Depot	bar/chain oil	\$25.94
Home Depot	WD-40	\$27.26
Home Depot	Batteries	\$33.74
Home Depot	Grease cartridges	\$34.85
Home Depot	Various supplies	\$47.43
Home Depot	Cultivators	\$58.88
Jenna Fahey	Reimb. for SWS fee	\$75.00
Menards	Trailer wire connector	\$2.99
Menards	Electrical cover box	\$20.31
Menards	marking paint	\$31.94
MSI	Various supplies	\$118.92
Nicor	800 N River Rd Natural Gas Service	\$164.21
Nika Engineering	FEQ training	\$2,895.75
Northwest Lawn	bar/chain oil	\$19.95
SCARCE	Prof services	\$7,083.33
Signal 88	Security Services	\$1,240.00
Willowbrook Ford	Brake Pads repair	\$206.62
Black & Veatch	Prof Engineering	\$23,251.36
Insight	AutoCAD	\$8,737.30
Menards	beverages for meeting	\$33.39
Menards	tissues	\$38.43
Falsey, MB	Reimb. Verdict meeting food	\$1,500.00
Falsey, MB	Reimb. envirocert fee	\$165.60
Finance	Accela subscription prepaid	\$33,696.00
DuPage County PW	1st Qtr. labor charges	\$44,491.00



Staff Report

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

File #: 25-2836

Agenda Date: 12/2/2025

Agenda #: 7.A.



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DuPage County Stormwater Management News & Updates

DuPage County, Illinois sent this bulletin at 11/14/2025 03:46 PM CST

November 2025



A Novel Success: SWM Uses Beetles to Beat Invasives at Gary Kehoe Reservoir



Counter-clockwise from top left: Gary Kehoe Reservoir pre-treatment, filled with purple-loosestrife. Bottom left: Loosestrife defoliating beetles used to remove the plant from the reservoir. Right: Aerial of Gary Kehoe Reservoir in 2025, showing no presence of purple-loosestrife.

Purple-loosestrife (*Lythrum salicaria*) is an invasive wetland plant native to Europe and Asia that spreads aggressively in North America—each plant can produce up to 2.7 million wind- and water-dispersed seeds annually. Once established, it crowds out native wetland species and harms wildlife habitat. Because of its impact, Illinois designated it an exotic weed in 2003, prohibiting its sale and distribution.

For years, DuPage County Stormwater Management (SWM) struggled to control a large infestation at the Gary Kehoe Reservoir using traditional chemical and mechanical methods, which proved costly and ineffective. After reviewing research on biological controls, SWM Wetland staff identified two leaf-feeding beetles—*Galerucella pusilla* and *G. californiensis*—as safe and promising natural predators of purple-loosestrife.

In May 2019, SWM released 3,360 of these “loosestrife defoliating beetles” at the reservoir. The beetles took several years to establish, but annual drone monitoring shows the effort paid off: as of July 2025, not a single purple-loosestrife plant was found on-site.

This biocontrol project is estimated to have saved the County more than \$80,000 compared to traditional management methods. SWM Wetland staff celebrate this major invasive-species management success and will continue exploring innovative approaches for future projects.

Winfield Creek Restoration Substantially Complete

Around Town

SCARCE's annual post-Halloween Pumpkin Smash



A freshly restored portion of Winfield Creek, featuring a stabilizing rock toe along the bank and new trees planted in the adjacent wetland area.

SWM contractors have substantially completed the Winfield Creek Stream Restoration Project, which began back in July. The project, funded in part through a Section 319 grant from the Illinois Environmental Protection Agency, addressed a section of creek running along the west side of DuPage County campus. This portion now features rock-stabilized streambanks, native plant buffers, and improved outfalls from nearby storm sewers that discharge into the creek. Final vegetation restoration and educational sign installation are expected in the near future.

SWM Staff Conduct Annual County-Owned Dam Inspections



SWM Committee Chair Jim Zay joined staff for their inspection of Wayne Oaks Dam this week.

This week, Department staff got out into the field to inspect all of the dam facilities owned, operated and maintained by the County. In accordance with the Illinois Department of Natural Resources' dam safety program, SWM inspects these dams annually for potential safety and security risks. The dams operating in the county--including Fawell Dam, Armstrong Park, and Gary Kehoe Reservoir--are a critical part of the county's flood management program. This hands-on approach to inspections assists with the maintenance and upkeep of our Stormwater facilities that continue to help combat severe flooding throughout the county.

[Learn more about the County's flood control facilities.](#)

was, well...a smash hit! On November 1st and 8th, hundreds of residents across DuPage County participated in the pumpkin carnage at 24 locations. Although the total weights haven't been announced yet, this year's sure to be a record-breaker, with a massive amount of local and regional press coverage leading up to the event. Last year over 164 tons of pumpkins were composted! Diverting pumpkins from landfills saves all the water stored in them, reduces methane emissions from landfills, and creates a rich soil that can serve a much better purpose out of the trash heap.



Student volunteers helped collect pumpkins at schools across the County, and made sure the job was done right.

Upcoming Events

2025 Thanksgiving Cooking Oil Collection

Saturday, November 29, 2025, 9:00 A.M. - Noon

In partnership with SCARCE, select DuPage County communities will be collecting used, liquid cooking oil (no bacon grease or other solid animal fats) to be recycled into biodiesel. The goal of this one-day event is to make it easier for residents to dispose of their leftover or expired liquid cooking oil properly. In addition, DuPage County has 15 permanent collection locations for recycling cooking oil year-round. Click the link below for a full list of participating locations.

[More Info and Site List](#)



Stormwater Management Planning Committee

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

David Brummel | Dawn DeSart | Lucy Chang Evans

Grant Eckhoff | Gary Fasules | Andrew Honig

Paul Hinterlong | Steve Nero | Nunzio Pulice

Edward N. Tiesenga | Sam Tornatore

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Staff Report

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

File #: 25-2837

Agenda Date: 12/2/2025

Agenda #: 7.B.



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services

STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

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

SUBJECT: Stormwater Program Update December 2025

DATE: December 2, 2025

Watershed Planning

Prentiss Creek Watershed Plan:

The first watershed plan stakeholder meeting was conducted on September 25, 2025, and no further problem areas were identified at the meeting. Staff is currently assisting the consultant with some of the existing condition hydraulic model updates in order to relieve some of the stress on the budget. This will also be a good opportunity for county staff to gain additional experience and training with the hydraulic model. The model updates for the proposed projects and alternatives will start after the existing conditions are finalized. The Prentiss Creek Watershed includes portions of Downers Grove, Woodridge, Darien, Lisle, and Unincorporated DuPage County.

Facilities/Operations/ Shared Services Projects

Shared Services/Drainage Projects:

The 90th and Kaye Lane drainage project was substantially complete at the end of November. An existing storm sewer pipe was lined by a contractor and Stormwater Management’s in-house crew completed installation of new storm sewer pipe to collect water from the roadway. Initial restoration will be complete this Winter, with final touches taking place in the Spring. Staff will be working with the Department of Commerce and Economic Opportunity (DCEO) on reimbursement of funds spent on this project, since this project is 100% grant funded.

Facilities/Operations:

Staff continues to monitor rainfall forecasts, stream elevations and rainfall gages throughout the County and are prepared to operate the County’s flood control facilities as needed.

At the Elmhurst Quarry, work on the existing catwalk was completed at the end of November. The project included replacement of deteriorated steel and painting of the entire structure to preserve its integrity.

At the Armstrong Park Flood Control Facility, a new generator was delivered and installed. One final piece of equipment (the transfer switch) is expected to ship in late January. After its delivery, the remaining electrical work and final restoration will take place, which will complete this project.



Water Quality

The Water Quality Improvement Program Grant application period runs through January 2nd. Eligible projects include stream restoration, detention basin retrofit, shoreline stabilization, native plantings, and green building technologies that reduce or filter stormwater runoff. Both public and private organizations are eligible to apply for financial assistance.

Regulatory

The demand for stormwater regulatory services remains exceptionally high. Staff are currently managing a significant volume of core activities, including permit reviews, pre-application meetings, wetland boundary verifications, and consultations with applicants and their consultants. To address the increased demand for pre-application meetings, we've successfully added pre-application meeting slots available each week, helping to better accommodate applicants and expedite the initial planning stages. Beyond the day-to-day review workload, staff continue to make progress on the Stormwater Ordinance Guidance Document.

ARPA Projects

The St. Joseph Creek Condominiums flood gate and flood wall projects are nearing completion. All five flood gates have been installed. Installation of all storm sewer, pavement, and concrete work has been completed. Installation of trees and shrubs along with final landscaping has also been completed. The contractor is working with the flood gate manufacturer to certify the gates and emergency exit staircases will be installed in the upcoming months. Delay to the staircases has occurred due to unexpected circumstances with the manufacturer.

IEPA Section 319 Grant Project

The Winfield Creek/Campus Streambank Stabilization Project broke ground mid-July. The contractor, Semper Fi Landscaping, Inc., has substantially completed the project. This includes placement of stone along the stream banks for stabilization, stabilized outfalls to prevent future erosion, new riffles constructed in the stream to provide better habitat and water quality, and native seed, trees, and shrubs installed within the project footprint. This project was made possible by an Illinois EPA Section 319 Grant that will reimburse the department for 60% of qualifying expenses.

Upcoming DuPage County Stormwater Management (SWM) Events

Date	Time	Event	Location	Host Organization	SWM Involvement	Audience	Register/Info
11/29/2025	9AM-12PM	Pumpkin Smash Round 2	SCARCE	SCARCE	Sponsor	General Public	More Info
11/29/2025	9AM-12PM	Thanksgiving Cooking Oil Collection	Various	SCARCE	Sponsor	General Public	More Info



Staff Report

421 N. COUNTY FARM
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File #: 25-2838

Agenda Date: 12/2/2025

Agenda #: 7.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: Mary Beth Falsey, Stormwater Management

SUBJECT: Quarterly Spill Response Report

DATE: November 18, 2025

Stormwater Management staff receives notification of spill events through citizen reports, notification from municipalities, and through the Hazardous Materials Incident Reports sent from the Local Emergency Planning Committee (LEPC). Staff responds to spill events occurring in or near waterways and storm sewers. When needed, spill kits can be deployed to contain and absorb spills and prevent further release into storm sewers and waterways until the spiller can be identified and the spill cleanup conducted by a qualified environmental cleanup company. Stormwater Management staff also reports to the Illinois Environmental Protection Agency (IEPA) as to the status of the remediation or if additional cleanup is needed. During the 4th quarter of 2025, the following spill events occurred and were responded to:

Large-Scale Hazardous Materials Incident Training Exercise, Hinsdale, October 25, 2025

On October 25, Stormwater Management staff participated in a Large-Scale Hazardous Materials Incident training exercise hosted by MABAS 10 Hazmat. The exercise was held in Hinsdale and included Police and Fire Departments, IL/US EPA, EMS, FBI, and Hazmat teams. Stormwater's role included working with EPA on tracing contaminated water from the site through the storm sewer system and developing a plan for containment and prevention of impacts to neighboring properties and downstream. The exercise presented a great opportunity for staff training for spill events as well as coordination with state, local, and federal agencies.

Leaking Underground Storage Tank, Westmont, September 25, 2025

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

Oil Spill, Unincorporated Willowbrook, September 26, 2025

Stormwater Management received a Hazardous Materials Incident Report of an oil spill from a vehicle collision on an IDOT roadway in unincorporated Willowbrook. Staff inspected downstream to ensure no impacts to waterways.

Grease Spill, Unincorporated Willowbrook, October 6, 2025

County Public Works observed grease in a privately owned storm sewer during a routine sewer inspection and notified Stormwater Management. Staff conducted a site inspection and found an overflowing grease trap behind a restaurant which was entering the storm sewer. The property owner was contacted and required to clean the storm sewer and grease trap.

Transformer Oil, Elk Grove Village, October 29, 2025

Stormwater Management received a Hazardous Materials Incident Report of a transformer oil spill from a power line transformer explosion in Elk Grove Village. The spill was remediated by Com Ed. Staff inspected waterways to ensure proper cleanup and no release downstream.

Sewage Dumping, Unincorporated Addison, November 17, 2025

During routine outfall monitoring inspections, Stormwater staff observed a sewage smell and blue dye in a storm sewer and stream on Forest Preserve property in unincorporated Addison. The sewage could not be traced to a specific property indicating that it was likely fly dumping into a storm sewer inlet. DuPage County Public Works pumped the sewage out with a vactor truck to properly dispose of at the sanitary treatment plant. Stormwater Management is working with the Forest Preserve in developing a plan to prevent future fly dumping of sewage.



Change Order

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

File #: 25-2856

Agenda Date: 12/2/2025

Agenda #: 8.A.

Consent
SWM 12/2
CB 12/9

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division
Revised 10-01-2025

Date: Nov 19, 2025

File ID #:

Purchase Order #: 7455-0001-SERV	Original Purchase Order Date: 12/10/2024	Change Order #: 1	Department: Stormwater Management
Vendor Name: Excel Electric, Inc.		Vendor #: 30775	Dept. Contact: Jamie Lock
Action Requested and Reason for Change Order Request: Contract Extension to June 30, 2026 - extend time of contract to cover tasks identified in the original scope, decrease line 1 FY25 1600-3000-54060 by \$190,000.00 and create new line FY26 1600-3000-54060, with no change to the contract amount.			

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE		
A	Starting Contract Value	\$479,000.00
B	Net \$ Change for Previous Change Order	\$0.00
C	Current Contract Amount (A + B)	\$479,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$0.00
E	New Contract Amount (C + D)	\$479,000.00
F	Cumulative Change Order Amount (B + D)	\$0.00
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- Cancel Entire Order
- Close Contract
- Contract Extension (≤59 Days)
- Update Budget Code
- Change Budget Code From: _____ to: _____
- Increase/Decrease Quantity From: _____ to: _____
- Price Shows: _____ should be: _____
- Move Funds Between Lines
- Decrease Remaining Encumbrance and Close Contract
- Increase Encumbrance and Close Contract
- Decrease Encumbrance
- Increase Encumbrance

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- Contract Extension Greater Than 59 Days From 11/30/2025 to: 6/30/2026
- Cancel Contract
- Cumulative Increase Greater Than \$10,000 (Row 'F' Above)
- Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.
The existing contract with Excel Electric needs to be extended to allow for all items in the initial bid to be installed. Significant lead times were noted with some of the equipment necessary to complete the generator installation. The transfer switch equipment is still delayed and not expected to be delivered to the site until February 2026.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

Bid #24-112-SWM


Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request. Staff recommends to extend the existing contract, with no change to the contract amount. The equipment is already in fabrication and canceling it will cost money to the contract and cause further delay in operation of the newly installed generator.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

FY26 1600-3000-54060 \$190,000.00

APPROVALS - Initials Only

JCL
Prepared By _____
Phone Ext. 6705
Date Nov 19, 2025


Recommended for Approval _____
Phone Ext. 6676
Date 11/19/25


Reviewed by Procurement Officer _____
Date 11/21/25

Completed by Buyer _____
Date _____



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	24-112-SWM
COMPANY NAME:	Excel Electric, Inc.
CONTACT PERSON:	Bart Frankowicz
CONTACT EMAIL:	bart@excelel.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- Yes
 No

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

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

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

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

- Yes
- No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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

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

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

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

Section IV: Certification

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

Printed Name: Bart Frankowicz

Signature: 

Title: President

Date: 11.19.2025



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0026-25

Agenda Date: 12/2/2025

Agenda #: 9.A.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND CHRISTOPHER B. BURKE ENGINEERING, LTD
FOR PROFESSIONAL ENGINEERING SERVICES FOR
THE SAWMILL CREEK WATERSHED PLAN
NOT TO EXCEED \$98,500

WHEREAS, DuPage County (COUNTY) by virtue of its power set forth in “Counties Code” (55 ILCS 5/5-1001 *et seq.*) and (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 *et seq.*) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires professional engineering services for the Sawmill Creek Watershed Plan (hereinafter referred to as “PROJECT”); and

WHEREAS, Christopher B. Burke Engineering, LTD (CONSULTANT) has experience and expertise in this area and is in the business of providing such professional engineering services and is willing to perform the required services for an amount not to exceed \$98,500; and

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

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

NOW, THEREFORE, BE IT RESOLVED THAT by the DuPage County Board that the attached Agreement between the County of DuPage and Christopher B Burke Engineering, LTD. be hereby accepted and approved for a contract total not to exceed \$98,500.00 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached agreement to the; Procurement Division of the Finance department of DuPage County; the Stormwater Management Department, c/o Director Sarah Hunn; and Christopher B Burke Engineering LTD, 9575 W. Higgins Road, Suite 600, Rosemont, Illinois, 60018.

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

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

**AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND CHRISTOPHER B. BURKE ENGINEERING, LTD.
FOR PROFESSIONAL ENGINEERING SERVICES FOR
THE SAWMILL CREEK WATERSHED PLAN**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this 9th day of December, 2025, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Christopher B. Burke Engineering, Ltd., with offices at 9575 W. Higgins Road, Suite 600, Rosemont, Illinois (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, DuPage County (COUNTY) by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires professional engineering services for the Sawmill Creek Watershed Plan (hereinafter referred to as "PROJECT"); and

WHEREAS, Christopher B. Burke Engineering, LTD (CONSULTANT) has experience and expertise in this area and is in the business of providing such professional engineering services and is willing to perform the required services for an amount not to exceed \$98,500; and

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

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

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

1.0 INCORPORATION AND CONSTRUCTION

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

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other group and the CONSULTANT concerning the PROJECT.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S

employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

- 2.5 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.
- 2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED

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

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

- 3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits A and/or B and C attached hereto.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval

of sub-consultant(s) includes approval of any new and/or modified employee rates (Exhibit C) and/or fee schedules if permitted in Paragraph 7.3.

- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.3 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT after the COUNTY issues its written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by June 30, 2027, unless the term of this AGREEMENT is extended in conformity with Article 14 below.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

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

specified in Exhibit B, or as otherwise agreed to by the COUNTY and CONSULTANT.

7.0 COMPENSATION

- 7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$98,500. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For services performed, the COUNTY will pay the CONSULTANT at a 2.8 direct labor multiplier applied to the actual hourly rates of staff and/or the fee schedule(s) as incorporated herein. The multiplier shall include the cost of overhead and profit. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant's staff, identified by classification, is attached and incorporated hereto as Exhibit C. The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated herein and subject to the terms in 7.3(b) below. The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C. It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit C (including Exhibit C for approved sub-consultant(s)) when invoices are submitted for the PROJECT.
- 7.3.a If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice

the COUNTY at an increased fee without compliance to the notice requirements listed above.

- 7.4 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by calling the Illinois Department of Labor at 312-793-2814 or visiting the web site at <http://www.state.il.us/agency/idol/>. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to ensure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.
- 7.5 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Separate invoices shall be submitted and each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

- 7.6.1 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."
- 7.7 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.
- 7.8 Upon acceptance of all deliverables specified in Exhibit B of this AGREEMENT, final payment shall be made to the CONSULTANT, including any retainage.

8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
- 8.1.a **Worker's Compensation Insurance** in 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 (\$1,000,000.00) dollars each employee/disease.
- 8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage**

County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.

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

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

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work

under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- 8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants' insurance coverage at any time.

9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to

property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officer and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CONSULTANT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.

10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

11.1 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by

the COUNTY'S representative, shall be provided to the COUNTY.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.

12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.

12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.

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

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and

the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.

13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2)**, the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 *et seq.*); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. **In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at <https://mwv.dupageco.org/>).**

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

14.0 MODIFICATION OR AMENDMENT

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

15.0 TERM OF THIS AGREEMENT

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

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on June 30, 2027, or to a new date agreed upon by the parties, or
- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before June 30, 2027.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 above.

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.

16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

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

17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

17.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to

amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

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

20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

21.0 NOTICES

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

Christopher B. Burke Engineering, LTD
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018

ATTN: Thomas T. Burke, PhD, PE
Executive Vice President
Phone: 847.823.0500
Email: tburke@cbbel.com

DuPage County Stormwater Department
421 N. County Farm Road
Wheaton, IL 60187

ATTN: Sarah Hunn, PE
Director of Stormwater
Phone: 630.407.6676
Email: Sarah.Hunn@dupagecounty.gov

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30p.m. CST or CDT Monday-Friday); (b) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (c) served by email transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified

by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon the CONSULTANT'S request, proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.

24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply with the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

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

26.0 QUALIFICATIONS

- 26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.
- 26.2 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for the cancellation of this AGREEMENT.
- 26.3 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 26.2, above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the PROJECT.

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

COUNTY OF DuPAGE

**CHRISTOPHER B BURKE
ENGINEERING, LTD**

Deborah A. Conroy, Chair
DuPage County Board

Signature

Print Name

Title

ATTEST BY:

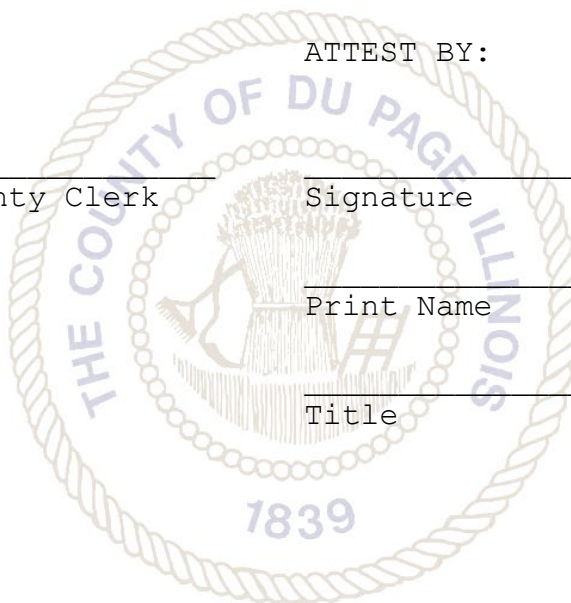
ATTEST BY:

Jean Kaczmarek, County Clerk

Signature

Print Name

Title





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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: SM-P-0026-25	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$98,500.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 12/02/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$98,500.00
	CURRENT TERM TOTAL COST: \$98,500.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Christopher B. Burke Engineering	VENDOR #: 10234	DEPT: Stormwater Department	DEPT CONTACT NAME: Robert Covey
VENDOR CONTACT: Thomas Burke	VENDOR CONTACT PHONE: 847-823-0500	DEPT CONTACT PHONE #: 630-407-6714	DEPT CONTACT EMAIL: Robert.Covey@dupagecounty.gov
VENDOR CONTACT EMAIL: tburke@cbbel.com	VENDOR WEBSITE: https://cbbel.com/	DEPT REQ #: 1600-2528	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Contract for professional engineering services associated with the development of the Sawmill Creek Watershed Plan, in the amount of \$98,500. This contract will help identify future flood control projects and obtain associated grant funding for their construction.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The Stormwater Management Department is responsible for identifying projects to reduce the potential for stormwater damage throughout the County. Additional assistance is needed to assist staff with the review, analysis and modeling associated with development of the watershed plan.			

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	
SOURCE SELECTION	Describe method used to select source. 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. A statement of interest was received from six firms. Stormwater staff utilized an evaluation team to review the Statement of interest, taking into consideration the qualification of the firm, experience of key personnel, and understanding of unique stormwater services. Stormwater staff has determined that Christopher B. Burke Engineering has the most qualified staff based on the information received to perform the 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 Christopher B. Burke Engineering, a full-service engineering firm, for the Sawmill Creek Watershed Plan to assist with the needs of the Stormwater Management Department. 2) Hire additional in-house engineers to assist current staff. 3) Take no action. This is not recommended, as minimal to no progress would be made to develop a Watershed Plan for Sawmill Creek.

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: Christopher B Burke	Vendor#: 10234	Dept: Stormwater Management	Division:
Attn: Thomas Burke	Email: tburke@cbbel.com	Attn: Robert Covey	Email: robert.covey@dupagecounty.gov
Address: 9575 W. Higgins Rd. Suite #600	City: Rosemont	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60018	State: IL	Zip: 60187
Phone: 847-823-0500	Fax:	Phone: 630-407-6714	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME	Vendor#:	Dept: SAME	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 9, 2025	Contract End Date (PO25): Jun 30, 2027

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		Sawmill Creek Watershed Plan	FY26	1600	3000	53010		60,000.00	60,000.00
2	1	EA		Sawmill Creek Watershed Plan	FY27	1600	3000	53010		38,500.00	38,500.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 98,500.00

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

EXHIBIT A

SCOPE OF WORK

- 1. Meetings and Coordination** – It is anticipated that a stakeholder group committee will be organized including Christopher B. Burke Engineering, Ltd. (CBBEL), DuPage County, Village of Willowbrook, City of Darien, Village of Woodridge, Village of Burr Ridge, Village of Lemont, Village of Downers Grove, Argonne National Laboratory, The Conservation Foundation (TCF), Forest Preserve District of DuPage County (FPDDC) and the Illinois Department of Transportation (IDOT). CBBEL will meet and coordinate with the stakeholder group and potentially impacted property owners throughout the duration of the project. We have anticipated the following three meetings:
 - a. Stakeholder group meeting to discuss existing conditions findings and potential alternatives to analyze.
 - b. Stakeholder group meeting to discuss initial results of the proposed alternatives and to identify further opportunities.
 - c. Meeting with stakeholders/property owners to discuss preliminary alternative. The purpose of this meeting is to determine the viability of the alternatives. CBBEL will prepare a presentation with assistance from the County.
- 2. Supplemental Survey** – CBBEL will work with DuPage County to collect creek cross- sections, low entry elevations, topographic survey, etc. where needed. It is anticipated that DuPage County’s on-call surveyor will complete the survey work. This task includes coordination with the on-call surveyor.
- 3. Existing Conditions FEQ Model Review and Support** – It is our understanding that DuPage County has completed the existing conditions FEQ model that represents current conditions in the watershed. CBBEL will review the FEQ model and assist the County in updating it in the areas where we have a detailed understanding of flooding. The existing conditions model will also be updated and run using the most updated TSF provided by DuPage County. It is anticipated that these areas include the area within the City of Darien, Villages of Willowbrook, Woodridge and Burr Ridge, FPDDC and Argonne National Laboratory. It is anticipated that CBBEL will complete the existing conditions FEQ model review and update accordingly.
- 4. Alternatives Analysis** – CBBEL will work closely with DuPage County, City of Darien, Villages of Willowbrook, Woodridge, Burr Ridge, Downers Grove and Lemont, Argonne National Laboratory, TCF, FPDDC and IDOT to determine viable flood control alternatives. Working closely with County and municipal staff CBBEL will evaluate up to 5 alternatives and combinations of alternatives using the FEQ modeling. It is anticipated that the proposed alternatives modeling will use the existing conditions model developed by DuPage County and updated by CBBEL as the baseline for the proposed analysis. The alternatives and proposed FEQ model runs will be completed using the most updated TSF provided by DuPage County.
- 5. Cost/Benefit Analysis** – Cost estimates will be prepared for each of the identified viable alternatives. The analysis will consider future maintenance

costs, private property restoration, property acquisition, easement acquisition, infrastructure costs, construction access, etc. A benefit analysis will be performed using DEC2. The peak elevations for the DEC2 analysis will be provided by CBBEL to the County. The County will complete the DEC2 analysis which will include direct benefits such as structures removed from flooding and flood elevation reduction for structures. The analysis will also include indirect benefits such as reduction in road closures, reduction in flood response time, etc.

- 6. Exhibit Development** – CBBEL will develop proposed conditions exhibits for the alternatives that appear to be cost effective. The exhibits will be constructed to show proposed flooding graphically overlaid on aerial photos. It is anticipated that the exhibits will be prepared in GIS, MicroStation, & InDesign. CBBEL will work with DuPage County staff in creating visual aids for public meetings and for the watershed plan report.
- 7. Report Preparation** – It is anticipated that CBBEL will prepare a watershed report. The watershed report will incorporate the Wards Creek Watershed Plan and the Sawmill Creek Water Quality Plan. CBBEL will review the Sawmill Creek Watershed Plan (1996) and its Addendum #1 (1998) and portions of those documents will be incorporated into the new Sawmill Creek Watershed Plan as necessary. CBBEL will author the proposed alternatives section of the report and prepare data tables and graphs that show the results of the identified alternatives. To promote “buy in” from the public and political leaders, the report will be structured and written in a manner that is simple to follow and understand. Graphics, charts, and tables will be utilized rather than long descriptive narratives. This task includes preparation of a draft watershed plan report, responding to DuPage County comments on the draft watershed plan, and final watershed plan report. It is anticipated that the report will include tables, graphs, exhibits, and appendices.
- 8. Public Meeting** – It is anticipated that a public meeting will be held during the 30-day public comment period as part of the final approval process of the plan. CBBEL will prepare a presentation and supporting exhibits. CBBEL will make the presentation for the public meeting with assistance from DuPage County.

EXHIBIT B

DELIVERABLES

The following deliverables will be submitted to the County before completion of the contract.

The following items are indicative of the deliverables that may be requested by the County under the terms of this contract. These may include:

- 1.** Project Support Documentation
- 2.** Meeting Minutes
- 3.** Third Party Correspondence
- 4.** Survey Information:
 - a. Cross-section plots
 - b. Location map platted on County topographic maps
 - c. Sketches of hydraulic structures
 - d. Computer input/output
 - e. Photographs of existing conditions
- 5.** Existing Stormwater Conveyance System Maps
- 6.** Local Watershed Map
- 7.** Hydrologic Model Input and Output Files
- 8.** Hydraulic Model Input and Output Files
- 9.** Exhibits and Props for Public, Committee, County Board Presentations, etc.
 - a. Cross-section plots
 - b. Location map platted on County topographic maps
 - c. Sketches of hydraulic structures
 - d. Computer input/output
 - e. Photographs of existing conditions
- 10.** Draft and Final Watershed Plans including:
 - a. Tables
 - b. Exhibits
 - c. Graphs
 - d. Appendices

EXHIBIT D

DU PAGE COUNTY STORMWATER DEPARTMENT

CONSULTANT STAFF CHANGE NOTIFICATION

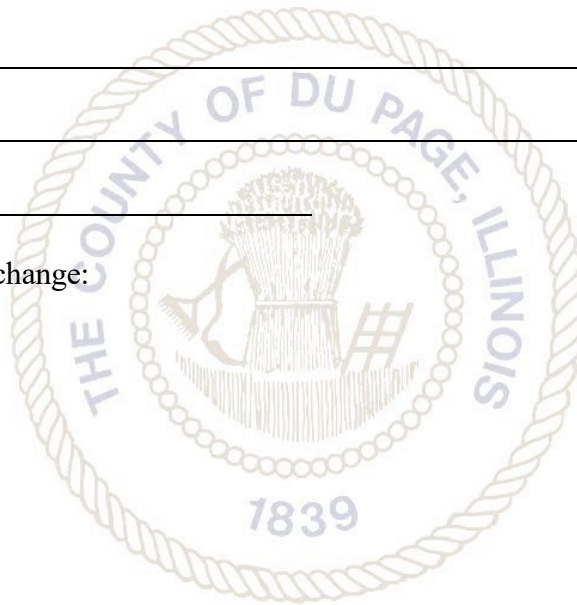
The Consulting Firm of _____ hereby notifies the COUNTY through the that they need to reassign staff for the _____ project.

Position: _____

Person: _____

Effective date: _____

Reason for requesting change: _____



Proposed Replacement: _____ (attach resume)

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

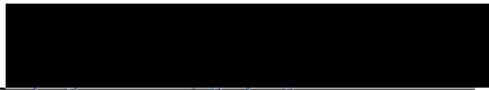
EXHIBIT C
DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: Christopher B. Burke Engineering, Ltd.
PROJECT: Sawmill Creek Watershed Plan Services

Classification	Rate Range*		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Engineer VI	\$75.00	\$115.00	
Engineer V	\$59.00	\$99.00	
Engineer IV	\$46.00	\$76.00	
Engineer III	\$38.00	\$65.00	
Engineer I/II	\$34.00	\$49.00	
Survey V	\$88.00	\$102.00	
Survey IV	\$80.00	\$92.00	
Survey III	\$67.00	\$82.00	
Survey II	\$55.00	\$66.00	
Survey I	\$35.00	\$50.00	
Engineering Technician V	\$67.00	\$89.00	
Engineering Technician IV	\$35.00	\$77.00	
Engineering Technician III	\$37.00	\$64.00	
Engineering Technician I/II	\$33.00	\$42.00	
CAD Manager	\$73.00	\$87.00	
CAD Technician II	\$53.00	\$65.00	
CAD Technician I	\$29.00	\$34.00	
GIS Specialist III	\$61.00	\$71.00	
Landscape Architect II	\$69.00	\$80.00	
Landscape Designer III	\$40.00	\$58.00	
Landscape Designer I/II	\$32.00	\$37.00	
Environmental Resource Specialist V	\$63.00	\$99.00	
Environmental Resource Specialist IV	\$64.00	\$75.00	
Environmental Resource Specialist III	\$35.00	\$64.00	
Environmental Resource Spec I/II	\$30.00	\$38.00	
Environmental Resource Technician	\$47.00	\$54.00	
Engineering Intern	\$15.00	\$25.00	
Business Operations Department	\$50.00	\$70.00	
Project Specialist	\$45.00	\$70.00	
Transportation Planner VI	\$75.00	\$104.00	
Transportation Planner III	\$50.00	\$69.00	
Communications III	\$50.00	\$70.00	
Communications I/II	\$35.00	\$50.00	

*Invoices will be based on the employees' actual payroll rate times the 2.8 direct labor multiplier.

Signature of Authorized Agent
for CONSULTANT:



Date: 11/11/2025

Signature

A handwritten signature in blue ink, appearing to be 'S. Sporina'.

Sherry Sporina, Director of Marketing
Print Name

Approved By COUNTY:

Date: _____

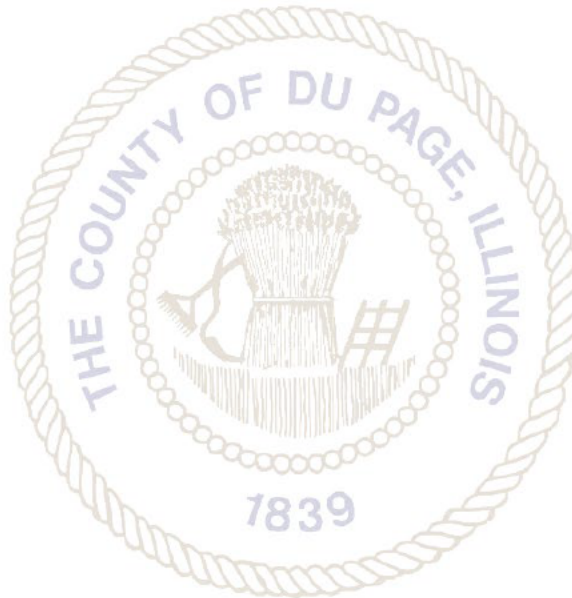
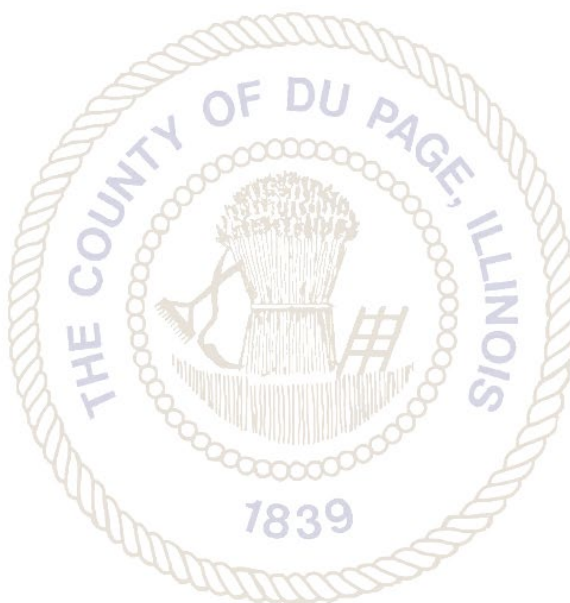


Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (minimum rate + 15% usually works, rounded up to nearest dollar amount).
5. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.



Per IDOT BLR as of January 30, 2025, the Department has increased the salary cap for Engineering Agreements cannot exceed \$90/hr.



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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	Sawmill/Wards Creek Watershed Plan Development
COMPANY NAME:	Christopher B. Burke Engineering, Ltd.
CONTACT PERSON:	Thomas Burke
CONTACT EMAIL:	tburke@cbbel.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- Yes
 No

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

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE
Deborah Conroy	Christopher B. Burke Engineering, Ltd.	Check	\$2,500	5/16/25
Jim Zay	Christopher B. Burke Engineering, Ltd.	Check	\$2,500	1/8/25
Sam Tornatore	Christopher B. Burke Engineering, Ltd.	Check	\$500	8/15/25



Required Vendor Ethics Disclosure Statement (continued)

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
Deborah Conroy	Christopher B. Burke Engineering, Ltd.	Check	\$2,500.00	06/07/24
Jim Zay	Christopher B. Burke Engineering, Ltd.	Check	\$2,500.00	01/17/24
Cindy Cronin Cahill	Christopher B. Burke Engineering, Ltd.	Check	\$250.00	05/02/24
Lucy Chang Evans	Christopher B. Burke Engineering, Ltd.	Check	\$250.00	04/08/24

Signature _____

11/7/25 _____
Date

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

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

- Yes
- No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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


[Ethics | DuPage Co, IL](#)

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

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

Section IV: Certification

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

Printed Name: Michael E. Kerr, PE Signature: 

Title: President Date: 11/7/25



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0027-25

Agenda Date: 12/2/2025

Agenda #: 9.B.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND HAMPTON, LENZINI AND RENWICK, INC.
FOR PROFESSIONAL ENGINEERING SERVICES
FOR FLOODPLAIN MAPPING

WHEREAS, DuPage County (COUNTY) by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY' s watershed and floodplain mapping models require necessary and varied amounts of updates to reflect watershed wide improvements and watershed plan project construction; and

WHEREAS, GIS floodplain mapping services and the preparation of map revision documents are necessary to update the Federal Emergency Management Agency (FEMA) floodplain maps; and

WHEREAS, the COUNTY requires such professional engineering/GIS mapping services (hereinafter referred to as "PROJECT"); and

WHEREAS, Hampton, Lenzini and Renwick, Inc. (CONSULTANT) has experience and expertise in this area and is in the business of providing such professional engineering/GIS mapping services and is willing to perform the required services for an amount not to exceed \$75,000; and

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

NOW, THEREFORE, BE IT RESOLVED THAT by the DuPage County Board that the attached Agreement between the County of DuPage and Hampton, Lenzini and Renwick, Inc. be hereby accepted and approved for a contract total not to exceed \$75,000.00 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached agreement to the; Procurement Division of the Finance department of DuPage County; the Stormwater Management Department, c/o Director Sarah Hunn; and Hampton, Lenzini and Renwick, Inc., 1707 N. Randall Road, Elgin, Illinois, 60123,

Enacted and approved this 9th Day of December, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: SM-P-0027-25	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$75,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 12/02/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$150,000.00
	CURRENT TERM TOTAL COST: \$75,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Hampton, Lenzini and Renwick, Inc.	VENDOR #: 12021	DEPT: Stormwater Management	DEPT CONTACT NAME: Christine Klepp
VENDOR CONTACT: Jerry Bishoff, PE	VENDOR CONTACT PHONE: 847.697.6700	DEPT CONTACT PHONE #: 630-407-6708	DEPT CONTACT EMAIL: klepp@dupagecounty.gov
VENDOR CONTACT EMAIL: jbishoff@hlreng.com	VENDOR WEBSITE: hlrengineering.com	DEPT REQ #: 1600-2601	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional Services Agreement with Hampton, Lenzini and Renwick, Inc. for \$75,000.00 to provide professional GIS floodplain mapping services for various watersheds throughout DuPage County.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Floodplain mapping models have been or are currently being developed for the West Branch Tributary #1, Klein Creek and Ferry Creek watersheds, all tributary to the West Branch DuPage River. Floodplain and floodway mapping results from these models now need to be mapped in GIS and the map products formatted according to FEMA mapping standards and requirements. These map products will be included in a LOMR/PMR submission to FEMA in support of a map change for the given watershed.			

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	
SOURCE SELECTION	Describe method used to select source. Stormwater Management selected Hampton, Lenzini and Renwick, Inc. in accordance with the Professional Services Selection Process found in the DuPage County Procurement Ordinance. Seven firms submitted Statements of Interest. A selection team reviewed each proposal ranking each firm on certain selection criteria.
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 as requested. Consultant was selected using the County's selection process. Consultant is well qualified to perform the services requested. 2. Hire a different consultant. All vetting and selection procedures were followed making this option unnecessary. 3. Do not approve the contract. This option is not recommended since it is an important part of the Department's goals and mission to remap the floodplains in DuPage County.

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: Hampton, Lenzini and Renwick, Inc.	Vendor#: 12021	Dept: Stormwater Management	Division:
Attn: Jerry Bishoff, PE	Email: jbishoff@hlreng.com	Attn: Christine Klepp	Email: klepp@dupagecounty.gov
Address: 1707 N. Randall Road	City: Elgin	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60123	State: IL	Zip: 60187
Phone: 847.697.6700	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Hampton, Lenzini and Renwick, Inc.	Vendor#: 12021	Dept: same	Division:
Attn: Jerry Bishoff, PE	Email: jbishoff@hlreng.com	Attn:	Email:
Address: 1707 N. Randall Road	City: Elgin	Address:	City:
State: IL	Zip: 60123	State:	Zip:
Phone: 847.697.6700	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 9, 2025	Contract End Date (PO25): Nov 30, 2026

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		Surveying services	FY26	1600	3000	53010		75,000.00	75,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 75,000.00

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

**AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND HAMPTON, LENZINI AND RENWICK, INC.
FOR PROFESSIONAL ENGINEERING SERVICES FOR FLOODPLAIN MAPPING**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this 9th day of December, 2025, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Hampton, Lenzini, and Renwick, Inc., with offices at 1707 N. Randall Road, Suite 100, Elgin, IL 60123; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, DuPage County (COUNTY) by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY's watershed and floodplain mapping models require necessary and varied amounts of updates to reflect watershed wide improvements and watershed plan project construction; and

WHEREAS, GIS floodplain mapping services and the preparation of map revision documents are necessary to update the Federal Emergency Management Agency (FEMA) floodplain maps; and

WHEREAS, the COUNTY requires such professional engineering/GIS mapping services (hereinafter referred to as "PROJECT"); and

WHEREAS, Hampton, Lenzini and Renwick, Inc. (CONSULTANT) has experience and expertise in this area and is in the business of providing such professional engineering/GIS mapping services and is willing to perform the required services for an amount not to exceed \$75,000; and

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

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the

understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION

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

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other group and the CONSULTANT concerning the PROJECT.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits.

The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

- 2.5 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.
- 2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED

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

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

- 3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits A and/or B and C attached hereto.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services

under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new and/or modified employee rates (Exhibit C) and/or fee schedules if permitted in Paragraph 7.3.

- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.3 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT after the COUNTY issues its written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2026, unless the term of this AGREEMENT is extended in conformity with Article 14 below.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The

CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

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

7.0 COMPENSATION

7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$75,000. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.

7.3 For services performed, the COUNTY will pay the CONSULTANT at a 2.8 direct labor multiplier applied to the actual hourly rates of staff and/or the fee schedule(s) as incorporated herein. The multiplier shall include the cost of overhead and profit. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant's staff, identified by classification, is attached and incorporated hereto as Exhibit C. The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated herein and subject to the terms in 7.3(b) below. The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C. It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit C (including Exhibit C for approved sub-consultant(s)) when invoices are submitted for the PROJECT.

7.3.a If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above.

7.4 NOT USED

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

7.6 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Separate invoices shall be submitted and each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according

to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

- 7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."
- 7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.
- 7.9 Upon acceptance of all deliverables specified in Exhibit B of this AGREEMENT, final payment shall be made to the CONSULTANT, including any retainage.

8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
- 8.1.a **Worker's Compensation Insurance** in 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 (\$1,000,000.00) dollars each employee/disease.
- 8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.
- 8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.
- 8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.
- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- 8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by

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

9.0 INDEMNIFICATION

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

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

- 11.1 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. Notwithstanding the above term, the CONSULTANT'S failure to

maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

- 12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
- 12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

as amended, 775 ILCS 5/-101, *et seq.*, and with all rules and regulations established by the Department of Human Rights.

- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, *et seq.*; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).
- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.
- 13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2), the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 *et seq.*); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at <https://mwv.dupageco.org/>).**
- 13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this

AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

15.0 TERM OF THIS AGREEMENT

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

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on November 30, 2026, or to a new date agreed upon by the parties, or
- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2026.
- (d) The COUNTY and CONSULTANT reserve the right to renew this contract for up to one renewal, with expressed written agreement between both parties.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both

parties without formal amendment pursuant to paragraph 14.1 above.

16.0 TERMINATION

- 16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.
- 16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.
- 16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

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

or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

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

20.0 GOVERNING LAW

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

20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

21.0 NOTICES

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

Hampton, Lenzini, and Renwick, Inc.
1707 N. Randall Road, suite 100
Elgin, IL 60123

ATTN: Jerry Bishoff, PE, Director of Structural Engineering

Phone: 847.697.6700
Email: jbishoff@hlreng.com

DuPage County Stormwater Department
421 N. County Farm Road
Wheaton, IL 60187

ATTN: Sarah Hunn, P.E.
Director of Stormwater
Phone: 630.407.6676
Email: Sarah.Hunn@dupagecounty.gov

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

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

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

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

26.0 QUALIFICATIONS

- 26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in

responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

26.2 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for the cancellation of this AGREEMENT.

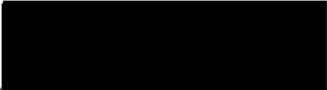
26.3 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 26.2, above, with respect to the CONSULTANT'S sub-consultant(s)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

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

COUNTY OF DuPAGE

HAMPTON, LENZINI, AND RENWICK, INC.

Deborah A. Conroy, Chair
DuPage County Board



Signature

Erica Spolar

Print Name

Executive Vice President

Title

ATTEST BY:

ATTEST BY:

Jean Kaczmarek, County Clerk



Signature

Re Jena Lyon

Print Name

President/CEO

Title

EXHIBIT A – SCOPE OF SERVICES

1. Consultant will use County topographic maps, LiDAR or other post-processed elevation surfaces along with georeferenced cross sections (from DuPage County) and statistical elevation results (from DuPage County) to draw the 100-year flood boundary and 500-year flood boundary for a selected DuPage County watershed. Computed floodway widths will be provided to the consultant from DuPage County and used to map the floodway boundary.
2. Consultant will prepare a table summarizing the computed and mapped floodway width at each cross section in the selected watershed.
3. Consultant will prepare all GIS files and map products required for a LOMR/PMR submission to FEMA in support of a map change for the selected watershed.

EXHIBIT B – DELIVERABLES

1. Map products: draft and final
2. FEMA-compliant GIS files
3. Summary tables of computed vs. mapped floodway widths
4. Draft map products for County review
5. Deliverables will include the final, QC-approved FIRM Database, the floodway data table, all necessary map exhibits, and a populated MT-2 application form, ready for review, signature, and submission by the County to FEMA

EXHIBIT C

**DUPAGE COUNTY STORMWATER DEPARTMENT
Consultant Employee Rate Listing**

CONSULTANT: Hampton Lenzini and Renwick, Inc.

PROJECT: GIS Mapping Services

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Admin 1	\$25.00	\$42.00	
Admin 2	\$50.00	\$60.00	
Engineer 1	\$34.00	\$39.00	
Engineer 2	\$36.00	\$42.00	
Engineer 3	\$41.00	\$52.00	
Engineer 4	\$54.00	\$67.00	
Engineer 5	\$65.00	\$71.00	
Engineer 6	\$70.00	\$80.00	
Environmental 1	\$25.00	\$31.00	
Environmental 2	\$36.00	\$50.00	
Environmental 3	\$58.00	\$62.00	
Principal	\$81.00	\$90.00	
Survey 1	\$29.00	\$38.00	
Survey 2	\$55.00	\$62.00	
Technician 1	\$28.00	\$36.00	
Technician 2	\$35.00	\$48.00	
Technician 3	\$50.00	\$60.00	

Note: Maximum rate shall not exceed \$90.00 per hour (as of 2025)

Signature of Authorized Agent
for CONSULTANT:



Signature
Erica Spolar
Print Name

Date: 11/12/25

Approved By COUNTY:

Sarah Hunn, Director

Date: _____



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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	<i>Hampton, Lenzini & Renwick, Inc.</i>
CONTACT PERSON:	<i>Erica Spolar</i>
CONTACT EMAIL:	<i>espolar@hlreng.com</i>

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- Yes
 No

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

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

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

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

- Yes
- No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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

[Ethics | DuPage Co. IL](#)


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

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

Section IV: Certification

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

Printed Name: Erica Spolar

Signature: 

Title: Executive Vice President

Date: 11/5/25



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0028-25

Agenda Date: 12/2/2025

Agenda #: 9.C.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND
GEWALT HAMILTON ASSOCIATES, INC.
FOR PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES

WHEREAS, DuPage County (COUNTY) by virtue of its power set forth in “Counties Code” (55 ILCS 5/5-1001 *et seq.*) and (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 *et seq.*) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires professional engineering and land surveying services (hereinafter referred to as “PROJECT”); and

WHEREAS, the COUNTY requires stream surveys that include cross section data, hydraulic structure data and high-water mark data to develop hydraulic models of the County’s watersheds; and

WHEREAS, several first-time watershed models need to be developed to further support the COUNTY’s watershed planning and floodplain mapping programs; and

WHEREAS, the COUNTY requires professional on-call surveying services to provide the stream surveys necessary to develop these hydraulic models; and

WHEREAS, the Gewalt Hamilton Associates, Inc. (CONSULTANT) has experience and expertise in this area and is in the business of providing such professional land surveying services and is willing to perform the required services for an amount not to exceed \$65,000; and

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

NOW, THEREFORE, BE IT RESOLVED THAT by the DuPage County Board that the attached Agreement between the County of DuPage and Gewalt Hamilton Associates, Inc. be hereby accepted and approved for a contract total not to exceed \$65,000.00 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached agreement to the; Procurement Division of the Finance department of DuPage County; the Stormwater Management Department, c/o Director Sarah Hunn; and Gewalt Hamilton Associates, Inc., 625 Forest Edge Drive, Vernon Hills, Illinois, 60061,

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

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: SM-P-0028-25	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$65,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 12/02/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$130,000.00
	CURRENT TERM TOTAL COST: \$65,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Gewalt Hamilton Associates, Inc.	VENDOR #: 11655	DEPT: Stormwater Management	DEPT CONTACT NAME: Christine Klepp
VENDOR CONTACT: Jon Past, PLS	VENDOR CONTACT PHONE: 847.821.6236	DEPT CONTACT PHONE #: 630-407-6708	DEPT CONTACT EMAIL: klepp@dupagecounty.gov
VENDOR CONTACT EMAIL: JPast@GHA-engineers.com	VENDOR WEBSITE: www.gha-engineers.com	DEPT REQ #: 1600-2530	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional Services Agreement with Gewalt, Hamilton Associates, Inc. for \$65,000.00 to provide professional surveying services for various watersheds throughout DuPage County.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Several first-time watershed models need to be developed to further support the County's watershed planning and floodplain mapping programs. The hydraulic models require in field stream surveys that include cross section data, hydraulic structure data and high-water mark data in order to develop hydraulic models of the County's watersheds. Other survey needs will be determined on an as-needed basis.			

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	
SOURCE SELECTION	Describe method used to select source. Stormwater Management selected Gewalt, Hamilton Associates, Inc. in accordance with the Professional Services Selection Process found in the DuPage County Procurement Ordinance. Seven firms submitted Statements of Interest. A selection team reviewed each proposal ranking each firm on certain selection criteria.
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 as requested. Consultant was selected using the County's selection process. Consultant is well qualified to perform the services requested. 2. Hire a different consultant. All vetting and selection procedures were followed making this option unnecessary. 3. Do not approve the contract. This option is not recommended since it is an important part of the Department's goals and mission to remap the floodplains in DuPage County.

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: Gewalt Hamilton Associates, Inc.	Vendor#: 11655	Dept: Stormwater Management	Division:
Attn: Jon Past	Email: JPast@GHA-engineers.com	Attn: Christine Klepp	Email: klepp@dupagecounty.gov
Address: 625 Forest Edge Drive	City: Vernon Hills	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60061	State: IL	Zip: 60187
Phone: 847.821.6236	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Gewalt Hamilton Associates, Inc.	Vendor#: 11655	Dept: same	Division:
Attn: Jon Past	Email: JPast@GHA-engineers.com	Attn:	Email:
Address: 625 Forest Edge Drive	City: Vernon Hills	Address:	City:
State: IL	Zip: 60061	State:	Zip:
Phone: 847.821.6236	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 9, 2025	Contract End Date (PO25): Nov 30, 2026

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		Surveying services	FY26	1600	3000	53010		65,000.00	65,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 65,000.00

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

**AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND GEWALT HAMILTON ASSOCIATES, INC.
FOR PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES
FOR THE COUNTY'S WATERSHED AND FLOODPLAIN MAPPING
PROGRAM**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this 9th day of December, 2025, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Gewalt Hamilton Associates, Inc., with offices at 625 Forest Edge Drive, Vernon Hills, IL 60061; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires professional engineering and land surveying services (hereinafter referred to as "PROJECT"); and

WHEREAS, the COUNTY requires stream surveys that include cross section data, hydraulic structure data and high-water mark data to develop hydraulic models of the County's watersheds; and

WHEREAS, several first-time watershed models need to be developed to further support the COUNTY's watershed planning and floodplain mapping programs; and

WHEREAS, the COUNTY requires professional on-call surveying services to provide the stream surveys necessary to develop these hydraulic models; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional land surveying services and is willing to perform the required services for an amount not to exceed \$65,000; and

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

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

1.0 INCORPORATION AND CONSTRUCTION

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

2.0 SCOPE OF SERVICES

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

hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

- 2.5 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.
- 2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED

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

Authorization to proceed with various tasks described in Exhibit A will be given to the CONSULTANT by representatives of the Stormwater Department.
- 3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits A and/or B and C attached hereto.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to

work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new and/or modified employee rates (Exhibit C) and/or fee schedules if permitted in Paragraph 7.3.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.3 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT after the COUNTY issues its written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2026, unless the term of this AGREEMENT is extended in conformity with Article 14 below.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion.

Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

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

7.0 COMPENSATION

7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$65,000. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.

7.3 For services performed, the COUNTY will pay the CONSULTANT at a 2.8 direct labor multiplier applied to the actual hourly rates of staff and/or the fee schedule(s) as incorporated herein. The multiplier shall include the cost of overhead and profit. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant's staff, identified by classification, is attached and incorporated hereto as Exhibit C. The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated herein and subject to the terms in 7.3(b) below. The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C. It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit C (including Exhibit C for approved sub-consultant(s)) when invoices are submitted for the PROJECT.

7.3.a If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above.

7.4 NOT USED

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

7.6 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Separate invoices shall be submitted and each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according

to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

- 7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."
- 7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.
- 7.9 Upon acceptance of all deliverables specified in Exhibit B of this AGREEMENT, final payment shall be made to the CONSULTANT, including any retainage.

8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
- 8.1.a **Worker's Compensation Insurance** in 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 (\$1,000,000.00) dollars each employee/disease.
- 8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**
- 8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**
- 8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.
- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- 8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by

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

9.0 INDEMNIFICATION

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

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

- 11.1 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. Notwithstanding the above term, the CONSULTANT'S failure to

maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

- 12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
- 12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

as amended, 775 ILCS 5/-101, *et seq.*, and with all rules and regulations established by the Department of Human Rights.

- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, *et seq.*; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).
- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.
- 13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2), the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 *et seq.*); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at <https://mwv.dupageco.org/>).**
- 13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this

AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

15.0 TERM OF THIS AGREEMENT

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

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on November 30, 2026, or to a new date agreed upon by the parties, or
- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2026.
- (d) (d) The COUNTY and CONSULTANT reserve the right to renew this contract for up to one renewal, with expressed written agreement between both parties.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 above.

16.0 TERMINATION

- 16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.
- 16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.
- 16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

20.0 GOVERNING LAW

- 20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

21.0 NOTICES

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

Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, IL 60061

ATTN: Jon Past, PLS
Phone: 847.821.6236
Email: JPast@GHA-Engineers.com

DuPage County Stormwater Department
421 N. County Farm Road
Wheaton, IL 60187

ATTN: Sarah Hunn, P.E.
Director of Stormwater

Phone: 630.407.6676
Email: Sarah.Hunn@dupagecounty.gov

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon the

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

24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply with the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

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

26.0 QUALIFICATIONS

26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

26.2 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for the cancellation of this AGREEMENT.

26.3 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same

extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 26.2, above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the PROJECT.

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

COUNTY OF DuPAGE

GEWALT HAMILTON ASSOCIATES, INC.

Deborah A. Conroy, Chair
DuPage County Board

Signature

Jonathan F. Past, PLS

Print Name

Land Survey Services Manager

Title

ATTEST BY:

ATTEST BY:

Jean Kaczmarek, County Clerk

Signature

Print Name

Title

EXHIBIT A – SCOPE OF SERVICES

Typical surveying tasks will include stream cross-section data, hydraulic structure data (bridges, culverts and storm sewers) and high-water mark data. The data collected will be used to update hydraulic models and high-water mark surveys will be used for the verification of hydraulic models. Survey guidelines will be according to DuPage County specifications and will generally follow those in FEMA's "Guidance for Flood Risk Analysis and Mapping, Data Capture-Workflow Details, November 2021".

Consultant Scope of Services

- Perform stream surveys of hydraulic structures and stream cross-sections. Other data collection may include spot surveys of high-water locations and elevations for significant storm events and low-water entry elevations for residential/commercial structures.
- Computer Manning's roughness values for each cross section surveyed.
- Prepare field sketches of all hydraulic structures surveyed.
- Take photographs of all hydraulic structures and at all cross-section locations. All photos will be labeled for documentation. Photos of cross sections will be used to aid in Manning's roughness calculations.
- Prepare exhibits specific to information obtained in the field.
- Prepare cross section location maps.
- Perform cut/fill calculations, develop topography for a certain area.
- Perform field survey data reduction and summarize data in certain formats as determined by the Department.
- Deliverables must be submitted for each task ordered, as applicable, including but not limited to: structure and cross section data on CD, copies of field books (including traverse plots and closure calculations), photographs of structures and cross-sections, table describing horizontal and vertical control points, sketches, and digital files of survey data.
- Other services as needed.

EXHIBIT B – DELIVERABLES

The following deliverables (hard copy and/or digital) will be submitted to the County before completion of the contract.

- Structure (culvert/bridge/weir) data
- Cross-section data
- Copies of field books, including traverse plots and closure calculations
- Photographs of structures and cross-sections
- Table describing horizontal and vertical control points
- Table of survey code descriptions
- Sketches
- Digital files of survey points
- Cross-section location maps
- Topographic mapping
- Plats of survey, signed and sealed
- Legal descriptions

EXHIBIT C

**DUPAGE COUNTY STORMWATER DEPARTMENT
Consultant Employee Rate Listing**

CONSULTANT: Gewalt Hamilton Associates, Inc.

PROJECT: DuPage County Stream Survey

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Engineer I	\$32.21	\$38.91	
Engineer II	\$32.92	\$41.98	
Engineer III	\$36.62	\$47.70	
Engineer IV	\$42.56	\$60.48	
Engineer V	\$50.70	\$68.70	
Engineer VI	\$52.12	\$77.08	
Engineering Technician I	\$18.66	\$33.44	
Engineering Technician II	\$24.08	\$42.19	
Engineering Technician III	\$29.33	\$53.06	
Engineering Technician IV	\$32.18	\$67.48	
Engineering Technician V	\$45.50	\$75.50	
Land Surveyor I	\$23.88	\$36.38	
Land Surveyor II	\$33.75	\$42.49	
Land Surveyor III	\$36.77	\$58.29	
Land Surveyor IV	\$44.16	\$62.76	
GIS Analyst	\$27.51	\$42.63	
GIS Analyst II	\$35.06	\$50.22	
GIS Analyst III	\$36.65	\$71.79	
Administrative I	\$23.50	\$29.50	
Administrative II	\$29.50	\$35.50	
CAD Manager	\$39.29	\$72.15	
Project Accountant (Staff)	\$27.64	\$45.96	
Accounting II	\$36.13	\$57.16	
Accounting Manager	\$43.38	\$68.17	
Environmental Consultant I	\$27.47	\$35.03	
Project Manager I	\$39.38	\$63.16	
Project Manager II	\$46.30	\$69.40	
Senior Project Manager I	\$52.21	\$74.63	
Senior Project Manager II	\$68.12	\$89.86	
Data Tech I	\$18.66	\$33.44	
Data Tech II	\$24.08	\$42.19	
Data Tech III	\$29.33	\$53.06	
CAD Technician I	\$23.27	\$32.05	
CAD Technician II	\$26.45	\$43.81	
CAD Technician III	\$31.33	\$55.07	
Intern	\$19.00	\$23.00	
Environmental Resources Specialist II	\$28.97	\$45.09	
Environmental Resources Specialist IV	\$34.00	\$70.00	

Note: Maximum rate shall not exceed \$90.00 per hour.(as of 2025)

Signature of Authorized Agent
for CONSULTANT:

Signature



Date: _____

Print Name

Approved By COUNTY:

Sarah Hunn, Director

Date: _____

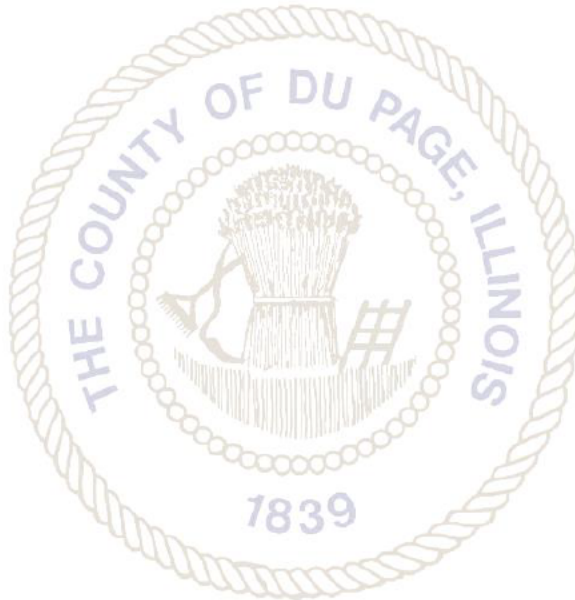
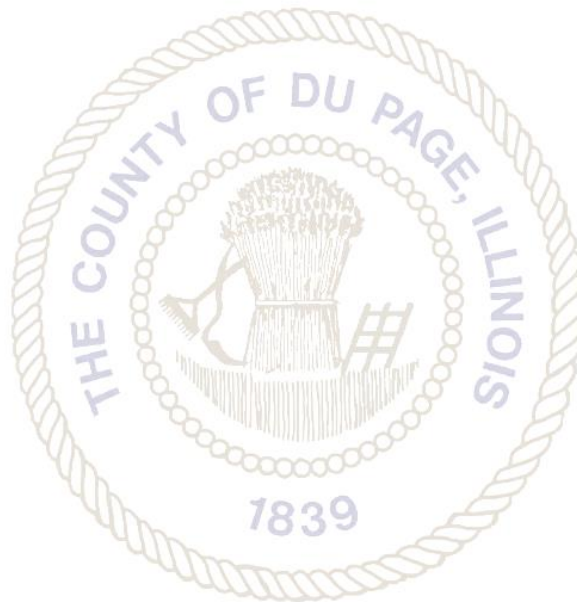


Exhibit C Notes

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





REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	RFP # 048
COMPANY NAME:	Gewalt Hamilton Associates, Inc.
CONTACT PERSON:	Jon Past, PLS
CONTACT EMAIL:	JPast@GHA-Engineers.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- Yes
 No

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

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

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

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

Yes

No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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

[Ethics | DuPage Co, IL](#)

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

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

Section IV: Certification

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

Printed Name: Jonathan Past

Signature: 

Title: Survey Services Manager

Date: November 5, 2025



Stormwater Management Resolution

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

File #: SM-R-0014-25

Agenda Date: 12/2/2025

Agenda #: 9.D.

FIRST AMENDMENT AND RESTATEMENT OF THE PARCEL A ACCESS EASEMENT AGREEMENT BY AND BETWEEN THE COUNTY OF DUPAGE AND THE ELMHURST-CHICAGO STONE COMPANY, AND ITS SUCCESSOR IN INTEREST, 83 EAST, LLC

WHEREAS, on February 27, 1992, pursuant to County Board Resolution No. SM-00001-92, the County of DuPage (“COUNTY”) consummated a Real Estate Purchase and Sale Agreement with the Elmhurst-Chicago Stone Company (“ECS”), wherein the COUNTY acquired certain property interests in ECS’s limestone quarry in furtherance of the COUNTY’s Flood Control and Mitigation Project; and

WHEREAS, the COUNTY therefore currently owns certain portions of the real property located at or about 400 W. 1st Street, Elmhurst, Illinois, 60126 (the “Elmhurst Quarry”) in furtherance of its Flood Control and Mitigation Project; and

WHEREAS, the intent of the Parties at the time of the COUNTY’s acquisition of said property was for the COUNTY to acquire those portions of the Elmhurst Quarry necessary to support the County’s Flood Control and Mitigation Project, while the remainder of the Elmhurst Quarry was to be retained by ECS, and by its successor in interest, 83 East, LLC (hereinafter collectively the “COMPANY”) to support its ongoing business operations; and

WHEREAS, the COUNTY previously granted a Parcel A Easement as set forth in the original Parcel A Access Easement Agreement, recorded as Document Number 92-033709 in the Office of the Recorder of Deeds of DuPage County, Illinois, which was one of several easements entered into between the Parties, ancillary to the acquisition of the Elmhurst Quarry in order to effectuate the Parties’ intent; and

WHEREAS, the Parties now wish to clarify and refine certain provisions of the Parcel A Easement, as set forth in the original Parcel A Access Easement Agreement.

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

BE IT FURTHER RESOLVED that the Chair of the DuPage County Board be and is hereby authorized to execute the FIRST AMENDMENT AND RESTATEMENT of the PARCEL A ACCESS EASEMENT AGREEMENT (hereinafter the “FIRST AMENDMENT”), attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the Clerk is hereby directed to transmit two duplicate originals of this Resolution and executed FIRST AMENDMENT to the COMPANY, by and through the Department of Stormwater Management, and to the DuPage County State's Attorney's Office, c/o ASA Nicholas V. Alfonso.

[this space left intentionally blank]

Enacted and approved this 9th Day of December, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

**This instrument prepared by
and after recording return to:**

Byron L. Faermark
Williams & Kite, LLC
1900 S Highland Ave
Ste 100
Lombard, IL 60148

Space Above This Line Is For Recorder's Use Only

**FIRST AMENDMENT AND RESTATEMENT
PARCEL A ACCESS EASEMENT AGREEMENT**

THIS FIRST AMENDMENT AND RESTATEMENT of the Parcel A Access Easement Agreement (“Parcel A Easement”) by and between 83 West, LLC, an Illinois limited liability company (“Company”) successor in interest to Elmhurst Chicago Stone Company, a Delaware corporation N/K/A Elmhurst-Chicago Stone Holdings Co., and the County of DuPage, Illinois, a body politic (“County”) (collectively the “Parties”).

RECITALS

WHEREAS, On February 27, 1992, the Parties consummated a Real Estate Purchase and Sale Agreement wherein the County acquired certain interests in the Company’s Elmhurst limestone quarry (the “Elmhurst Quarry”) in furtherance of its Flood Control and Mitigation Project; and

WHEREAS, the intent of the Parties at the time of the acquisition, was for the County to acquire those portions of the Elmhurst Quarry necessary to support the County’s flood control and mitigation project, while the remainder of the Elmhurst Quarry was to be retained by the Company to support its ongoing business operations; and

WHEREAS, the County currently owns the property legally described in **Exhibit A** (the “County Property”) attached hereto and incorporated herein; and

WHEREAS, the Company currently owns the property legally described in **Exhibit B** (the “Company Property”) attached hereto and incorporated herein; and

WHEREAS, the Parties wish to clarify and refine certain provisions of the Parcel A Easement as set forth in the original Parcel A Access Easement Agreement, recorded as Document Number 92-033709 in the Office of the Recorder of Deeds of DuPage County, Illinois, which was

one of several easements entered into between the parties, ancillary to the acquisition of the Elmhurst Quarry in order to effectuate the Parties' intent; and

WHEREAS, County acknowledges that Company and its respective executors, administrators, grantees, directors, officers, employees, contractors, agents, successors, tenants, sublessees, licensees, invitees and assigns (collectively, "**Permittees**") use certain portions of the County Property to gain access to and from the Company Property as depicted in the areas entitled "**Access Easement Area**" on Exhibit C attached hereto and to park and store vehicles, trailers and equipment as depicted in the areas entitled "**Parking Easement Area**" on Exhibit C attached hereto and as permitted herein; and

WHEREAS, County and Company desire to define the rights and obligations of County and Company with respect to the Access Easement Area and the Parking Easement Area (collectively, the "**Easement Premises**"); and

WHEREAS, County and Company desire to confirm that the Access Easement Area is intended to be an appurtenant, perpetual, non-exclusive easement for vehicles, trucks, trailers, equipment and pedestrian ingress and egress upon the County Property for the benefit of Company and its Permittees; and

WHEREAS, County and Company desire to confirm that the Parking Easement Area is intended to be an appurtenant, perpetual, exclusive easement for vehicle, truck, equipment and trailer storage and parking over and upon the County Property for the benefit of Company and the Permittees; and

WHEREAS, County and Company desire to establish certain terms and conditions arising from and related to the use and maintenance of the Access Easement Area and Parking Easement Area.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Accuracy of Recitals**. The Parties hereby acknowledge the accuracy of the above referenced recitals and incorporate them herein by this reference.

2. **Access Easement**. Upon and subject to the terms, conditions and restrictions set forth herein, County hereby acknowledges its previous grants to the Company and its Permittees of a non-exclusive, perpetual easement over, across, and upon that portion of the County Property as legally described on and depicted as the "Access Easement Area" on **Exhibit C** attached hereto and incorporated herein, to provide the Company access for vehicles, trucks, trailers, equipment and pedestrians to and from the Company Property. For the avoidance of doubt, no parking or storage of vehicles, trailers or equipment is allowed over, across or upon the Access Easement Area, but will be allowed in the Parking Easement Area as set forth below.

3. **Parking and Vehicular and Equipment Storage Easement.** Upon and subject to the terms, conditions and restrictions set forth herein, County acknowledges its previous grant to the Company and its Permittees for exclusive, perpetual easement over, across, and upon that portion of the County Property legally described on and depicted as the “Parking Easement Area” on **Exhibit C** attached hereto and incorporated herein, to provide the Company pedestrian vehicle, truck, trailer and equipment access, and vehicle, truck, trailer and equipment parking and storage for the benefit of the Company Property.

4. **Construction of New Bridge and Passageway.** The County hereby covenants and agrees that, in the event that the existing vehicle bridge and passageway currently providing vehicular access to and from Company Property, the County Property and State Route 83 over and across the Easement Premises shall become unsuitable for such purposes, the County shall, at its sole cost and expense, construct a new vehicle bridge and passageway at a location within the Easement Premises to be jointly determined by the Parties. The County shall construct such bridge and passageway in a good and workmanlike manner and within a reasonable time period, so that vehicular access to and from the Company Property, the County Property and State Route 83 is not disturbed. Furthermore, the County shall not disturb or eliminate the traffic signal currently located at State Route 83 and the Easement Premises for any reason whatsoever.

5. **Not a Public Dedication.** Nothing contained in this Parcel A Easement shall be deemed to be a gift or dedication of any portion of the County Property or the Easement Premises to or for the general public or any municipality, and this Parcel A Easement shall not be construed as creating any rights in the general public whatsoever, including but not limited to use by the public, it being the intention of the parties that this Parcel A Easement be strictly limited to and for the purposes expressly stated herein. Nothing herein, express or implied, shall confer upon any municipality or the general public any rights or remedies under or by reason of this instrument.

6. **Retained Rights.** Subject to the terms of this Parcel A Easement, the Parties and their assigns, tenants, easement beneficiaries shall retain all rights to cultivate, use, and occupy the Access Easement Area in any manner that will not disturb, damage, destroy, injure, or obstruct the Easement Premises, and will not obstruct or interfere with each other’s exercise of any rights or privileges granted by this Parcel A Easement at any time whatsoever, without the prior written consent of the other party.

7. **Maintenance and Improvement of Easement Premises.** The Company shall be solely responsible for all maintenance, including snow removal, of the Easement Premises. The Company shall have the right to improve the Easement Premises in any manner not inconsistent with the terms of this Parcel A Easement.

8. **Additional Easements.** The County shall have the right to grant additional access, utility or other easements over, upon and under, and the right to grant others the right to use the Access Easement Area, provided said additional grants of easement do not interfere with the Company’s use of the Parcel A Easement Area without the prior written consent of the Company.

9. **Covenants to Run with Land.** It is intended that the easements granted herein are for the benefit of and appurtenant to the Company Property and burdens the County Property.

Each of the easements, agreements, covenants, privileges, conditions, restrictions, rights and obligations set forth in this Parcel A Easement shall run with the land of the County Property and the Company Property and create equitable servitudes in favor of the real property benefited thereby, shall be binding upon and inure to the benefit of the Parties to this Parcel A Easement, their respective heirs, executors, administrators, grantees, directors, officers, employees, contractors, agents, successors, tenants, sublessees, licensees, invitees, assigns, legal representatives and every person or entity having any fee, leasehold or other interest in each of the County Property and the Company Property.

10. Assignment of Rights. The County and the Company each agree that the other Party may assign its rights or delegate its duties under this Parcel A Easement to an assignee approved by the other Party: (a) who is reasonably competent to exercise the rights granted herein and the obligations imposed herein; and (b) who makes reasonable assurances to the other Party that any activity performed pursuant to such assignment or delegation shall be conducted in a good and workmanlike manner.

11. Release of Claims; Indemnity by Company. To the fullest extent permitted by law, Company assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or indirectly due to the activities, operations or use of the Easement Premises (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair) by Company, its agents, employees and contractors, and for those claiming through any of them (collectively the “**Company Group**”). Company, for itself and for those claiming through Company, hereby releases County, County’s beneficiaries and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective commissioners, officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the “**County Indemnites**”) from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys’ fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property that may arise from Company’s operations on, or the use of, the Easement Premises (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair) by the Company Group or any member thereof. To the fullest extent permitted by law, Company hereby agrees to indemnify, defend, save and hold harmless the County Indemnites from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys’ fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to the activities, operations or use of the Easement Premises, the existence of the Easement Premises therein, or the exercise of Company’s rights hereunder, by Company Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair). Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against

them. The Company shall likewise be liable for the cost, fees and expenses incurred in the County's or the Company's defense of any such claims, actions, or suits. Company will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement, or repair undertaken by Company to prevent injury to person or damage to property.

12. Release of Claims; Indemnity by County. To the fullest extent permitted by law, County assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or indirectly due to the activities, operations or use of the Easement Premises (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair) by County, its agents, employees and contractors, and for those claiming through any of them (collectively the "**County Group**"), except such losses, injuries, damages, etc., which may be attributed to the Company by virtue of it failing to satisfy its maintenance/improvement responsibilities under paragraph seven (7) above. County, for itself and for those claiming through County, hereby releases Company, Company's beneficiaries and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective commissioners, officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "**Company Indemnitees**") from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property that may arise from County's operations on, or the use of, the Easement Premises (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair) by the County Group or any member thereof, except such liabilities, losses, claims, demands, liens, etc., which may be attributed to the Company by virtue of it failing to satisfy its maintenance/improvement responsibilities under paragraph seven (7) above. To the fullest extent permitted by law, the County hereby agrees to indemnify, defend, save and hold harmless the Company Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to the activities, operations or use of the Easement Premises, the existence of the Easement Premises therein, or the exercise of County's rights hereunder, by County Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair), except such liabilities, losses, claims, demands, liens, etc., which may be attributed to the Company by virtue of it failing to satisfy its maintenance/improvement responsibilities under paragraph seven (7) above. County will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair undertaken by County to prevent injury to person or damage to property.

13. Exceptions. The easements granted herein shall be subject to all covenants, easements and restrictions of fact or record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Easement Premises.

14. **Severance.** In the event any term or provisions of this Easement shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Parcel A Easement shall not be affected thereby and shall remain valid and in full force and effect.

15. **Company.** Company joins in the execution of this Parcel A Easement for purposes of evidencing its agreement to be bound by Company's covenants and agreements herein set forth.

16. **Compliance with Laws.** The Company shall use the Easement Premises only in compliance with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations, and shall obtain any permits, licenses, easements or other permission that may be required for use of the Easement Premises.

17. **Amendment.** This Parcel A Easement may be modified, amended, or annulled only by the written agreement of the County and the Company or their respective successors and assigns.

18. **Recording.** The Parties agree that this Parcel A Easement shall be recorded in the office of the DuPage County Recorder of Deeds.

19. **Governing Law; Venue; Remedies and Attorneys' Fees.** This Parcel A Easement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, without reference to the choice of law provisions thereof. The Parties agree that the only proper venue for any litigation under or regarding this Parcel A Easement shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, and the Parties hereby consent to the personal jurisdiction of said court. In the event a Party or its successors breaches any of the covenants contained herein, the non-breaching Party or its successors may enforce the terms of this Parcel A Easement by appropriate action for damages and/or injunction.

20. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be (i) sent by a recognized national courier service (such as Federal Express) for next-business day delivery, pre-paid and addressed as set forth below (provided an electronic copy shall be promptly sent via e-mail), or (ii) sent via e-mail to the e-mail address(es) set forth below. Notices shall be deemed effective and received hereunder (i) one (1) business day after being deposited with a recognized national courier service for next-business day delivery, or (ii) at the time the e-mail is sent with respect to e-mail notices.

To County:	THE COUNTY OF DUPAGE 421 N. County Farm Road Wheaton, IL 60187 Attention: DuPage County Board Chair Email: _____
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With a copy to:	DuPage County State Attorney 503 N. County Farm Road Wheaton, IL 60187 Email: _____
To Company:	83 WEST, LLC 400 W 1st St. Elmhurst, IL 60126 Attention: Manager (630) 832-4000 Email: JBrown@Ecstone.com
With a copy to:	Byron L. Faermark Williams & Kite, LLC 1900 S Highland Ave Ste 100 Lombard, IL 60148 (630) 873-8500 Email: bfaermark@fmwlaw.biz

21. **Remedies and Enforcement.**

a. All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by a Party of any of the terms, covenants, restrictions or conditions of this Parcel A Easement, any one or more of the Permittees (defined below) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach.

b. Self-Help. In addition to all other remedies available at law or in equity, upon the failure by a Party to cure a breach of this Parcel A Easement within thirty (30) days following written notice thereof by the other Party (unless, with respect to any such breach which cannot reasonably be cured within such 30-day period, the breaching Party commences such cure within such 30-day period and thereafter diligently pursues such cure to completion), the non-breaching Party shall have the right to cure such breach on behalf of such breaching Party and be promptly reimbursed by such breaching Party upon demand for the reasonable costs thereof together with interest at the rate of ten percent (10%) per annum. Notwithstanding the foregoing, in the event of a breach which constitutes (i) an emergency, and/or (ii) material impairment of the easement rights, a Party may cure the same following twenty-four (24) hours advance notice (or if not practicable, as soon as possible thereafter) and be reimbursed by the breaching Party upon demand for the reasonable cost thereof together with interest at the rate of ten percent (10%) per annum.

c. Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

d. No Termination for Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Party to cancel, rescind, or otherwise terminate this Parcel A Easement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any property subject hereto made in good faith for value, but the easements, covenants, conditions and restrictions of this Parcel A Easement shall be binding upon and effective against any Party of such property covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

22. Waiver. The failure of County or Company on one or more occasions to enforce any one of the provisions of this Parcel A Easement or to exercise any right, remedy or privilege hereunder shall not be construed as a waiver of any subsequent breach or default of a similar nature or as a waiver of any such provision, right, remedy or privilege.

23. Counterparts and Electronic Signatures. This Parcel A Easement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. Electronic, facsimile or photocopied signatures shall be considered as valid signatures.

24. Miscellaneous. In addition to the Releases in Sections 11 and 12, this Parcel A Easement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the Parties as to the subject matter hereof. This Parcel A Easement shall be binding upon County and Company, and their respective successors, assigns and Permittees.

SIGNATURES ON FOLLOWING PAGE

**FIRST AMENDMENT AND RESTATEMENT
PARCEL A EASEMENT AGREEMENT
SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Parcel A Easement as of the Effective Date.

County

THE COUNTY OF DUPAGE, a body politic

By: _____

Name: _____

Its: _____

ATTEST:

Company

83 WEST, LLC, an Illinois limited liability company

By: _____

Name: _____

Its: _____

ATTEST:

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS

I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that _____ as _____ of **THE COUNTY OF DUPAGE**, a body politic, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said Authority.

GIVEN under my hand and notarial seal as of this ____ day of _____, 2025.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS

I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that Jeff Brown as Manager of **83 West, LLC, an Illinois limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said municipal corporation.

GIVEN under my hand and notarial seal as of this ____ day of _____, 2025.

Notary Public

My Commission Expires: _____

Parcel A Easement Agreement Exhibits

- Exhibit A: Grantor (County) Legal Description for entire parcel (Parcel 1 of 1992 Deed)
- Exhibit B: Grantee (Company) Legal Description for entire parcel (Exhibit B-Parcel A Easement)
- Exhibit C: Access Easement Legal Description and Depiction
- Exhibit D: Parking Easement Legal Description and Depiction



Stormwater Management Resolution

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

File #: SM-R-0015-25

Agenda Date: 12/2/2025

Agenda #: 9.E.

FIRST AMENDMENT AND RESTATEMENT OF THE WEST LOBE HAUL ROAD EASEMENT AGREEMENT BY AND BETWEEN THE COUNTY OF DUPAGE AND THE ELMHURST-CHICAGO STONE COMPANY, AND ITS SUCCESSOR IN INTEREST, 83 EAST, LLC

WHEREAS, on February 27, 1992, pursuant to County Board Resolution No. SM-00001-92, the County of DuPage (“COUNTY”) consummated a Real Estate Purchase and Sale Agreement with the Elmhurst-Chicago Stone Company (“ECS”), wherein the COUNTY acquired certain property interests in ECS’s limestone quarry in furtherance of the COUNTY’s Flood Control and Mitigation Project; and

WHEREAS, the COUNTY therefore currently owns certain portions of the real property located at or about 400 W. 1st Street, Elmhurst, Illinois, 60126 (the “Elmhurst Quarry”) in furtherance of its Flood Control and Mitigation Project; and

WHEREAS, the intent of the Parties at the time of the COUNTY’s acquisition of said property was for the COUNTY to acquire those portions of the Elmhurst Quarry necessary to support the County’s Flood Control and Mitigation Project, while the remainder of the Elmhurst Quarry was to be retained by ECS, and by its successor in interest, 83 East, LLC (hereinafter collectively the “COMPANY”) to support its ongoing business operations; and

WHEREAS, the COUNTY previously granted a West Lobe Haul Road Easement to the COMPANY, recorded as Document Number 92-033708 in the Office of the Recorder of Deeds of DuPage County, Illinois, which was one of several easements entered into between the Parties, ancillary to the acquisition of the Elmhurst Quarry in order to effectuate the Parties’ intent; and

WHEREAS, the Parties now wish to clarify and refine certain provisions of the West Lobe Haul Road Easement, as set forth in the original West Lobe Haul Road Easement Agreement.

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

BE IT FURTHER RESOLVED that the Chair of the DuPage County Board be and is hereby authorized to execute the FIRST AMENDMENT AND RESTATEMENT of the WEST LOBE HAUL ROAD EASEMENT AGREEMENT (hereinafter the “FIRST AMENDMENT”), attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the Clerk is hereby directed to transmit two duplicate originals of this Resolution and executed FIRST AMENDMENT to the COMPANY, by and through the Department of Stormwater Management, and to the DuPage County State's Attorney's Office, c/o ASA Nicholas V. Alfonso.

[this space left intentionally blank]

Enacted and approved this 9th Day of December, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

**This instrument prepared by
and after recording return to:**

Byron L. Faermark
Williams & Kite, LLC
1900 S Highland Ave
Ste 100
Lombard, IL 60148

Space Above This Line Is For Recorder's Use Only

**FIRST AMENDMENT AND RESTATEMENT
WEST LOBE HAUL ROAD EASEMENT AGREEMENT**

THIS FIRST AMENDMENT AND RESTATEMENT of the West Lobe Haul Road Easement Agreement (“West Lobe Easement”) by and between 83 East, LLC, an Illinois limited liability company (“Company”) and successor in interest to Elmhurst Chicago Stone Company, a Delaware corporation, N/K/A Elmhurst-Chicago Stone Holdings Co., and the County of DuPage, Illinois, a body politic (“County”) (collectively the “Parties”).

RECITALS

WHEREAS, On February 27, 1992, the parties consummated a Real Estate Purchase and Sale Agreement wherein the County acquired certain interests in the Company’s limestone quarry (the “Elmhurst Quarry”) in furtherance of its Flood Control and Mitigation Project.

WHEREAS, the intent of the Parties at the time of the acquisition, was for the County to acquire those portions of the Elmhurst Quarry necessary to support the County’s flood control and mitigation project, while the remainder of the Elmhurst Quarry was to be retained by the Company to support its ongoing business operations.

WHEREAS, the County currently owns the property legally described in **Exhibit A** (the “County Property”) attached hereto and incorporated herein; and

WHEREAS, the Company currently owns the property legally described in **Exhibit B** (the “Company Property”) attached hereto and incorporated herein; and

WHEREAS, the parties wish to clarify and refine certain provisions of the West Lobe Easement as set forth in the original West Lobe Haul Road Easement Agreement recorded as Document Number 92-033708 in the Office of the Recorder of Deeds of DuPage County, Illinois which was one of several easements entered into between the parties, ancillary to the acquisition of the Elmhurst Quarry in order to effectuate the Parties’ intent; and

WHEREAS, County acknowledges that Company and its respective executors, administrators, grantees, directors, officers, employees, contractors, agents, successors, tenants, sublessees, licensees, invitees and assigns (collectively, “**Permittees**”) use certain portions of the County Property to gain access to and from the Company Property as depicted in the areas entitled “**Access Easement Area**” on Exhibit C attached hereto and to park and store vehicles, trailers and equipment as depicted in the areas entitled “**Parking Easement Area**” on Exhibit C attached hereto and as permitted herein; and

WHEREAS, County and Company desire to define the rights and obligations of County and Company with respect to the Access Easement Area and the Parking Easement Area (collectively, the “**Easement Premises**”); and

WHEREAS, County and Company desire to confirm that the Access Easement Area is intended to be an appurtenant, perpetual, non-exclusive easement for vehicles, trucks, trailers, equipment and pedestrian ingress and egress upon the County Property for the benefit of Company and its Permittees; and

WHEREAS, County and Company desire to confirm that the Parking Easement Area is intended to be an appurtenant, perpetual easement for vehicle, truck, equipment and trailer storage and parking over and upon the County Property for the exclusive benefit of Company and the Permittees; and

WHEREAS, County and Company desire to establish certain terms and conditions arising from and related to the use and maintenance of the Access Easement Area and Parking Easement Area.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Accuracy of Recitals. The Parties hereby acknowledge the accuracy of the above referenced recitals and incorporate them herein by this reference.

2. Access Easement. Upon and subject to the terms, conditions and restrictions set forth herein, County hereby acknowledges its previous grants to the Company and its Permittees of a non-exclusive, perpetual easement over, across, and upon that portion of the County Property as legally described on and depicted as the “Access Easement Area” on **Exhibit C** attached hereto and incorporated herein, to provide the Company access for vehicles, trucks, trailers, equipment and pedestrians to and from the Company Property. For the avoidance of doubt, no parking or storage of vehicles, trailers or equipment is allowed over, across or upon the Access Easement Area, but will be allowed in the Parking Easement Area as set forth below.

3. Parking and Vehicular and Equipment Storage Easement. Upon and subject to the terms, conditions and restrictions set forth herein, County acknowledges its previous grant to the Company and its Permittees for perpetual easement over, across, and upon that portion of the County Property legally described on and depicted as the “Parking Easement Area” on **Exhibit C** attached hereto and incorporated herein, to provide the Company pedestrian, vehicle, truck, trailer and equipment access, and vehicle, truck, trailer and equipment parking and storage for the benefit of the Company Property. Said easement shall be for the exclusive use of the parties herein.

4. **Not a Public Dedication.** Nothing contained in this West Lobe Easement shall be deemed to be a gift or dedication of any portion of the County Property or the Easement Premises to or for the general public or any municipality, and this West Lobe Easement shall not be construed as creating any rights in the general public whatsoever, including but not limited to use by the public, it being the intention of the parties that this West Lobe Easement be strictly limited to and for the purposes expressly stated herein. Nothing herein, express or implied, shall confer upon any municipality or the general public any rights or remedies under or by reason of this instrument.

5. **Retained Rights.** Subject to the terms of this West Lobe Easement, the parties and their assigns, tenants, easement beneficiaries shall retain all rights to cultivate, use, and occupy the Access Easement Area in any manner that will not disturb, damage, destroy, injure, or obstruct the Easement Premises, and will not obstruct or interfere with each other's exercise of any rights or privileges granted by this West Lobe Easement at any time whatsoever, without the prior written consent of the other party.

6. **Maintenance and Improvement of Easement Premises.** The Company shall be solely responsible for all maintenance, including snow removal, of the Easement Premises. The Company shall have the right to improve the Easement Premises in any manner not inconsistent with the terms of this West Lobe Easement.

7. **Additional Easements.** The County shall have the right to grant additional access, utility or other easements over, upon and under, and the right to grant others the right to use the Access Easement Area provided said additional grants of easement do not interfere with the Company's use of the West Lobe Easement Area without the prior written consent of the Company.

8. **Covenants to Run with Land.** It is intended that the easements granted herein are for the benefit of and appurtenant to the Company Property and burdens the County Property. Each of the easements, agreements, covenants, privileges, conditions, restrictions, rights and obligations set forth in this West Lobe Easement shall run with the land of the County Property and the Company Property and create equitable servitudes in favor of the real property benefited thereby, shall be binding upon and inure to the benefit of the Parties to this West Lobe Easement, their respective heirs, executors, administrators, grantees, directors, officers, employees, contractors, agents, successors, tenants, sublessees, licensees, invitees, assigns, legal representatives and every person or entity having any fee, leasehold or other interest in each of the County Property and the Company Property.

9. **Assignment of Rights.** The County and the Company each agree that the other Party may assign its rights or delegate its duties under this West Lobe Easement to any assignee approved by the other Party: (a) who is reasonably competent to exercise the rights granted herein and the obligations imposed herein; and (b) who makes reasonable assurances to the other Party that any activity performed pursuant to such assignment or delegation shall be conducted in a good and workmanlike manner.

10. **Release of Claims; Indemnity by Company.** To the fullest extent permitted by law, Company assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or

indirectly due to the activities, operations or use of the Easement Premises (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair) by Company, its agents, employees and contractors, and for those claiming through any of them (collectively the “**Company Group**”). Company, for itself and for those claiming through Company, hereby releases County, County’s beneficiaries and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective commissioners, officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the “**County Indemnitees**”) from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys’ fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property that may arise from Company’s operations on, or the use of, the Easement Premises (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair) by the Company Group or any member thereof. To the fullest extent permitted by law, Company hereby agrees to indemnify, defend, save and hold harmless the County Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys’ fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to the activities, operations or use of the Easement Premises, the existence of the Easement Premises therein, or the exercise of Company’s rights hereunder, by Company Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair). Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Company shall likewise be liable for the cost, fees and expenses incurred in the County’s or the Company’s defense of any such claims, actions, or suits. Company will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement, or repair undertaken by Company to prevent injury to person or damage to property.

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connection therewith) and for damage, destruction or theft of property that may arise from County's operations on, or the use of, the Easement Premises (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair) by the County Group or any member thereof, except such liabilities, losses, claims, demands, liens, etc., which may be attributed to the Company by virtue of it failing to satisfy its maintenance/improvement responsibilities under paragraph six (6) above. To the fullest extent permitted by law, the County hereby agrees to indemnify, defend, save and hold harmless the Company Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to the activities, operations or use of the Easement Premises, the existence of the Easement Premises therein, or the exercise of County's rights hereunder, by County Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair), except such liabilities, losses, claims, demands, liens, etc., which may be attributed to the Company by virtue of it failing to satisfy its maintenance/improvement responsibilities under paragraph six (6) above. County will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair undertaken by County to prevent injury to person or damage to property.

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13. Severance. In the event any term or provisions of this West Lobe Easement shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this West Lobe Easement shall not be affected thereby and shall remain valid and in full force and effect.

14. Company. Company joins in the execution of this West Lobe Easement for purposes of evidencing its agreement to be bound by Company's covenants and agreements herein set forth.

15. Compliance with Laws. The Company shall use the Easement Premises only in compliance with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations, and shall obtain any permits, licenses, easements or other permission that may be required for use of the Easement Premises.

16. Amendment. This West Lobe Easement may be modified, amended, or annulled only by the written agreement of the County and the Company or their respective successors and assigns.

17. Recording. The Parties agree that this West Lobe Easement shall be recorded in the office of the DuPage County Recorder of Deeds.

18. Governing Law; Venue; Remedies and Attorneys' Fees. This West Lobe Easement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, without reference to the choice of law provisions thereof. The Parties agree that the only proper venue for any litigation under or regarding this West Lobe Easement shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, and the Parties hereby consent to the personal jurisdiction of said court. In the event a Party or its successors breaches any of the covenants contained herein, the non-breaching Party or its successors may enforce the terms of this West Lobe Easement by appropriate action for damages and/or injunction.

19. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be (i) sent by a recognized national courier service (such as Federal Express) for next-business day delivery, pre-paid and addressed as set forth below (provided an electronic copy shall be promptly sent via e-mail), or (ii) sent via e-mail to the e-mail address(es) set forth below. Notices shall be deemed effective and received hereunder (i) one (1) business day after being deposited with a recognized national courier service for next-business day delivery, or (ii) at the time the e-mail is sent with respect to e-mail notices.

To County:	THE COUNTY OF DUPAGE 421 N. County Farm Road Wheaton, IL 60187 Attention: DuPage County Board Chair Email: _____
With a copy to:	DuPage County State Attorney 503 N. County Farm Road Wheaton, IL 60187 Email: _____
To Company:	83 EAST, LLC 400 W 1st St. Elmhurst, IL 60126 Attention: Manager 630-832-4000 Email: Jbrown@ecstone.com
With a copy to:	Byron L. Faermark Williams & Kite, LLC 1900 S Highland Ave Ste 100 Lombard, IL 60148 (630) 873-8500 Email: bfaermark@fmwlaw.biz

20. Remedies and Enforcement.

a. All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by a Party of any of the terms, covenants, restrictions or conditions of this West Lobe Easement or more of the Permittees (defined below) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach.

b. Self-Help. In addition to all other remedies available at law or in equity, upon the failure by a Party to cure a breach of this West Lobe Easement within thirty (30) days following written notice thereof by the other Party (unless, with respect to any such breach which cannot reasonably be cured within such 30-day period, the breaching Party commences such cure within such 30-day period and thereafter diligently pursues such cure to completion), the non-breaching Party shall have the right to cure such breach on behalf of such breaching Party and be promptly reimbursed by such breaching Party upon demand for the reasonable costs thereof together with interest at the rate of ten percent (10%) per annum. Notwithstanding the foregoing, in the event of a breach which constitutes (i) an emergency, and/or (ii) material impairment of the easement rights, a Party may cure the same following twenty-four (24) hours advance notice (or if not practicable, as soon as possible thereafter) and be reimbursed by the breaching Party upon demand for the reasonable cost thereof together with interest at the rate of ten percent (10%) per annum.

c. Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

d. No Termination for Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Party to cancel, rescind, or otherwise terminate this West Lobe Easement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any property subject hereto made in good faith for value, but the easements, covenants, conditions and restrictions of this West Lobe Easement shall be binding upon and effective against any Party of such property covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

21. Waiver. The failure of County or Company on one or more occasions to enforce any one of the provisions of this West Lobe Easement or to exercise any right, remedy or privilege hereunder shall not be construed as a waiver of any subsequent breach or default of a similar nature or as a waiver of any such provision, right, remedy or privilege.

22. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which West Lobe Easement shall be an original but all of which shall constitute one and the same instrument. Electronic, facsimile or photocopied signatures shall be considered as valid signatures.

23. Miscellaneous. In addition to the Releases in Sections 10 and 11, this West Lobe Easement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the Parties as to the subject matter hereof. This West Lobe Easement shall be binding upon County and Company, and their respective successors, assigns and Permittees.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this West Lobe Easement as of the Effective Date.

County

THE COUNTY OF DUPAGE, a body politic

By: _____

Name: _____

Its: _____

ATTEST:

Company

83 EAST, LLC, an Illinois limited liability company

By: _____

Name: Jeff Brown

Its: Manager

ATTEST:

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS

I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that _____ as _____ of **THE COUNTY OF DUPAGE**, a body politic, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said Authority.

GIVEN under my hand and notarial seal as of this _____ day of _____, 2025.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS

I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that Jeff Brown as Manager of **83 EAST, LLC, an Illinois limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said municipal corporation.

GIVEN under my hand and notarial seal as of this ____ day of _____, 2025.

Notary Public

My Commission Expires: _____

Parcel A Easement Agreement Exhibits

- Exhibit A: Grantor (County) Legal Description for entire parcel (Parcel 1 of 1992 Deed)
- Exhibit B: Grantee (Company) Legal Description for entire parcel (Exhibit B-Parcel A Easement)
- Exhibit C: Access Easement Legal Description and Depiction
- Exhibit D: Parking Easement Legal Description and Depiction



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0053-25

Agenda Date: 12/2/2025

Agenda #: 8.B.

AWARDING RESOLUTION
ISSUED TO CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.
TO PROVIDE HAZARDOUS MATERIAL TESTING, DISPOSAL AND EMERGENCY SERVICES AS
NEEDED FOR THE DIVISION OF TRANSPORTATION AND STORMWATER MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED \$40,000.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation and Stormwater Committees recommend County Board approval for the issuance of a contract purchase order to Clean Harbors Environmental Services, Inc., to provide hazardous material testing, disposal, and emergency services, as needed for the Division of Transportation (\$30,000) and Stormwater Management (\$10,000), for the period January 1, 2026 through December 31, 2026, for a contract total not to exceed \$40,000.

NOW, THEREFORE, BE IT RESOLVED that said contract to provide hazardous material testing, disposal, and emergency services, as needed for the Division of Transportation (\$30,000) and Stormwater Management (\$10,000), for the period January 1, 2026 through December 31, 2026, is hereby approved for issuance of a contract purchase order to Clean Harbors Environmental Services, Inc., 42 Longwater Drive, Norwell, MA 02061, for a contract total not to exceed \$40,000.00, per lowest responsible bid # 25-114-DOT.

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

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 25-2828	RFP, BID, QUOTE OR RENEWAL #: #25-114-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$40,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 12/02/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$160,000.00
	CURRENT TERM TOTAL COST: \$40,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Clean Harbors Environmental Services Inc.	VENDOR #:	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Kendrick Harrison	VENDOR CONTACT PHONE: 312-550-2820	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: kendrick.harrison@safety-kleen.com	VENDOR WEBSITE:	DEPT REQ #: 26-1500-08	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Clean Harbors Environmental Services, for the provision of Hazardous Material Testing, Disposal and Emergency Services for the Division of Transportation and Stormwater Management on an as-needed basis, for the period of January 1, 2026 through December 31, 2026, for a combined contract total not to exceed 30,000.00 (Division of Transportation \$30,000 / Stormwater Management \$10,000); per renewal option under bid award #25-114-DOT, this contract may be subject to three one-year renewals upon mutual agreement.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To meet all USEPA & IEPA requirements for testing, disposal and emergency services.			

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. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
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	
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Clean Harbors Environmental Services Inc.	Vendor#:	Dept: Division of Transportation	Division: Accounts Payable
Attn: Kendrick Harrison	Email: kendrick.harrison@safety-kleen.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 42 Longwater Drive	City: Norwell	Address: 421 N. County Farm Road	City: Wheaton
State: MA	Zip: 02061	State: IL	Zip: 60187
Phone: 312-550-2820	Fax:	Phone: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Clean Harbors Environmental Services Inc.	Vendor#:	Dept: Division of Transportation	Division: Hwy Maintenance
Attn:	Email:	Attn: Jason Walsh	Email: jason.walsh@dupagecounty.gov
Address: PO Box 75373-4867	City: Dallas	Address: 140 N. County Farm Road	City: Wheaton
State: TX	Zip: 75373-4867	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6925	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jan 1, 2026	Contract End Date (PO25): Dec 31, 2026

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		DOT - Hazardous Material Testing, Disposal & Emergency Services	FY26	1500	3510	53830		29,000.00	29,000.00
2	1	EA		DOT - Hazardous Material Testing, Disposal & Emergency Services	FY27	1500	3510	53830		1,000.00	1,000.00
3	1	EA		SWM- Hazardous Material Testing, Disposal & Emergency Services	FY26	1600	3000	53830		9,000.00	9,000.00
4	1	EA		SWM - Hazardous Material Testing, Disposal & Emergency Services	FY27	1600	3000	53830		1,000.00	1,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 40,000.00

<i>Comments</i>	
HEADER COMMENTS	<p>Provide comments for P020 and P025.</p> <p>For the provision of Hazardous Material Testing, Disposal and Emergency Services for the DOT and Stormwater on an as-needed basis</p>
SPECIAL INSTRUCTIONS	<p>Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.</p> <p>Email Approved PO to: Kendrick Harrison, Mary Beth Falsey, Jason Walsh, David Koehler, Roula Eikosidekas and Mike Figuray.</p>
INTERNAL NOTES	<p>Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.</p> <p>see above.</p>
APPROVALS	<p>Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.</p>



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 HAZARDOUS MATERIAL TESTING
 DISPOSAL & EMERGENCY SERVICES
 25-114-DOT
 BID TABULATION



				Clean Harbors Environmental Services, Inc.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Toxicity Characteristic Leaching Procedure (TCLP)	TEST	1	\$ 1,750.00	\$ 1,750.00
2	Aerosol paints	BBL	5	\$ 642.89	\$ 3,214.45
3	Aerosol paints with MEK	BBL	5	\$ 642.89	\$ 3,214.45
4	Fluorescent bulbs	CTR	1	\$ 770.26	\$ 770.26
5	Latex paint cans	BBL	2	\$ 322.66	\$ 645.32
6	Lubricating oil, asphalt emulsion	BBL	2	\$ 322.66	\$ 645.32
7	Oil and oil dry	BBL	1	\$ 252.30	\$ 252.30
8	Petroleum distillate paint	BBL	2	\$ 271.71	\$ 543.42
9	Solvent contaminated chop rags	BBL	2	\$ 499.76	\$ 999.52
10	Empty barrels with removable heads	BBL	50	\$ 123.73	\$ 6,186.50
11	Fluorescent Bulbs – 4 feet	EA	40	\$ 2.16	\$ 86.40
12	Fluorescent Bulbs – 8 feet	EA	30	\$ 4.36	\$ 130.80
GRAND TOTAL					\$ 18,438.74

NOTES

Bid Opening 11/4/2025 @ 2:30 PM	HK, SR, BR
Invitations Sent	33
Total Vendors Requesting Documents	3
Total Bid Responses	1

BID PRICING FORM

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-114-DOT
COMPANY NAME:	Clean Harbors Environmental Services, Inc.
CONTACT PERSON:	Kendrick Harrison
CONTACT EMAIL:	kendrick.harrison@safety-kleen.com

Section II: Pricing

Quantities listed are canvassing quantities and are intended to establish pricing.

NO	ITEM	DESCRIPTION	RCRA WASTE CODE	UOM	QTY	PRICE	EXTENDED PRICE
SECTION 1 – TESTING							
1	Toxicity Characteristic Leaching Procedure			TEST	1	\$ 1,750.00	\$ 1,750.00
SECTION 2 – DISPOSAL							
2	Aerosol paints	Waste aerosol paints, flammable n.o.s.	D001	BBL	5	\$ 642.89	\$ 3,214.45
3	Aerosol paints with MEK	Waste aerosol paints, flammable n.o.s.	D001, D035	BBL	5	\$ 642.89	\$ 3,214.45
4	Fluorescent bulbs	Environmentally hazardous substance, solid, n.o.s.	None apply	CTR	1	\$ 770.26-55gal	\$ 770.26
5	Latex paint cans	Non-regulated	None apply	BBL	2	\$ 322.66	\$ 645.32
6	Lubricating oil, asphalt emulsion	Non-regulated	None apply	BBL	2	\$ 322.66	\$ 645.32
7	Oil and oil dry	Non-regulated	None apply	BBL	1	\$ 252.30	\$ 252.30
8	Petroleum distillate paint	RQ waste solids contain flammable liquid, n.o.s.	D001	BBL	2	\$ 271.71.Free liquid, no cans	\$ 543.42
9	Solvent contaminated chop rags	RQ waste solids contain flammable liquid, n.o.s.	D001	BBL	2	\$ 499.76	\$ 999.52
10	Empty barrels with removable heads	For use as per above	None apply	BBL	50	\$ 123.73	\$ 6,186.50
11	Fluorescent bulbs – 4 feet	Non-regulated	None apply	EA	40	\$ 2.16/bulb Min \$129.80	\$ 86.40
12	Fluorescent bulbs – 8 feet	Non-regulated	None apply	EA	30	\$ 4.36/bulb Min \$129.80	\$ 130.80
GRAND TOTAL							\$ 18,438.74
GRAND TOTAL (In word)		Eighteen thousand four hundred thirty eight dollars and seventy four cents					

BBL = Barrel

CTR = Container

Section III: Certification

By signing below, the Bidder agrees to provide the required goods and/or services described in the Bid Specifications for the prices quoted on this Bid Pricing Form.

Printed Name: Kendrick Harrison Signature **Signature on file**

Title: Government Account Manager Date: 11/4/2025



MANDATORY FORM

Section I: Contact Information

Complete the contact information below.

BID NUMBER:	25-114-DOT
COMPANY NAME:	Clean Harbors Environmental Services, Inc.
MAIN ADDRESS:	42 Longwater Dr.
CITY, STATE, ZIP CODE:	Norwell M.A. 02061
TELEPHONE NO.:	312-550-2820
BID CONTACT PERSON:	Kendrick Harrison
CONTACT EMAIL:	kendrick.harrison@safety-kleen.com

Section II: Contract Administration Information

Complete the contract administration information below.

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME:	Clean Harbors Environmental Services, Inc.	NAME:	Clean Harbors Environmental Services, Inc.
CONTACT:	Kendrick Harrison	CONTACT:	
ADDRESS:	42 Longwater Drive	ADDRESS:	P.O. Box 734867
CITY, ST., ZIP:	Norwell, MA 02061	CITY, ST., ZIP:	Dallas, TX 75373-4867
PHONE NO.:	312-550-2820	PHONE NO.:	
EMAIL:	kendrick.harrison@safety-kleen.com	EMAIL:	

Section III: Certification

The undersigned certifies that they are:

- The Owner or Sole Proprietor
- A Member authorized to sign on behalf of the Partnership
- An Officer of the Corporation
- A Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Jeroen Diderich (President or Partner)	 (Vice-President or Partner)
---	---------------------------------

Michael McDonald (Secretary or Partner)	 (Treasurer or Partner)
--	----------------------------

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid 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 Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto.

Further, the undersigned proposes and agrees, if this bid 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 and at the price therein prescribed.

Further, the undersigned certifies and warrants that they are duly authorized to execute this certification/affidavit on behalf of the Bidder 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 Bidder and is true and accurate.

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

The undersigned certifies that they have examined and carefully prepared this bid and have checked the same in detail before submitting this bid, 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. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that it has provided equipment, supplies, or 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 Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that it will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

By signing below, the Bidder agrees to the terms of this Mandatory Form and certifies that the information on this form is true and correct to the best of its knowledge.

Printed Name: Kendrick Harrison

Signature: Signature on file

Title: Government Account Manager

Date: 11/4/2025



JOINT PURCHASING AGREEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-114-DOT
COMPANY NAME:	Clean Harbors Environmental Services, Inc.
CONTACT PERSON:	Kendrick Harrison
CONTACT EMAIL:	kendrick.harrison@safety-kleen.com

Section II: Participation

If awarded, would your firm be willing to extend its bid to other DuPage County taxing bodies (e.g., school districts, townships, cities, and villages) for the purpose of Joint Purchasing in cases where the approximate quantity and/or usage is unknown?

- Yes
 No

Section III: Additional Requirements

If "Yes" in Section II above, please list below any desired additional requirements or specifications that are beyond those listed in the County's Bid.

Depending upon requirement

Section IV: Joint Purchasing Limitations

If the County accepts this bid, the County and the Awarded Contractor will develop Joint Purchasing procedures. The County will distribute these Joint Purchasing procedures to the taxing bodies. Beyond that, the County will not be involved in the purchasing other than to receive a copy of the other taxing body's Purchase Order. The other taxing body's Purchase Order will reference the County's contract number. Invoicing and payments will be entirely between the other taxing bodies and the Awarded Contractor.

Section V: Certification

By signing below, the Bidder certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Kendrick Harrison

Signature: Signature on file

Title: Government Account Manager

Date: 11/4/2025



EMERGENCY RESPONSE RATES - Dupage County Facilities Management

***Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.**

	UOM	PRICE
FIELD PERSONNEL		
Field Technician - Prevailing Wage	HR	\$143.25
Equipment Operator - Prevailing Wage	HR	\$172.73
Boat Operator	HR	\$122.00
Driver	HR	\$119.00
Foreman	HR	\$131.00
Supervisor	HR	\$162.00
Project Manager	HR	\$199.00
Site Safety Officer	HR	\$194.00
TECHNICAL PERSONNEL		
Chemist	HR	\$138.00
Lead Chemist	HR	\$143.00
Field Inspector	HR	\$98.00
Mechanic	HR	\$113.00
Welder	HR	\$109.00
Field Engineer/Scientist/Geologist	HR	\$127.00
Senior Engineer/Scientist/Geologist	HR	\$144.00
Professional Engineer/LSP	HR	\$178.00
Industrial Hygienist	HR	\$144.00
ADMINISTRATIVE/MANAGERIAL PERSONNEL		
On Site Administration	HR	\$98.00
Field Accountant	HR	\$92.00
Emergency Response Coordinator	HR	\$156.00
Emergency Response Manager	HR	\$196.00
General Manager	HR	\$217.00
COVID19 RESPONSE EQUIPMENT*		
Antiviral Disinfectant Fogger	DAY	\$214.00
Antiviral Electrostatic Sprayer	DAY	\$298.00
Antiviral Backpack Sprayer	DAY	\$298.00
Wheeled Antiviral Sprayer	DAY	\$595.00
High Power Antiviral Fogger	DAY	\$775.00
Antiviral Disinfectant Solution	GAL	\$51.00
N95 Mask	EA	\$8.30
PER DIEM / SUBSISTENCE		
Per Diem / Subsistence	DAY	\$219.00



EMERGENCY RESPONSE RATES - Dupage County Facilities Management

***Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.**

	UOM	PRICE
LIGHT DUTY TRUCK/RESPONSE EQUIPMENT		
Emergency Response Van	HR	\$130.00
Pickup with Dump Body	HR	\$50.00
Pickup/Van/Car/Crew Cab	HR	\$42.00
Small Box Truck / Cube Van	HR	\$79.00
Spill Trailer	DAY	\$687.00
Stake Body/Utility Truck	HR	\$55.00
Utility / Support Trailer	DAY	\$261.00
Service Truck	HR	\$44.00
HEAVY DUTY TRUCKS		
Air Vac Truck 27" Ace/Lqd Ring	HR	\$292.00
Box Truck	HR	\$122.00
Dump Truck, 10 Wheel	HR	\$131.00
High Powered Vacuum Truck/Cusco	HR	\$273.00
Rolloff Straightjob	HR	\$131.00
Rolloff Two Can Trailer	HR	\$150.00
Skid Mounted Vacuum System	HR	\$334.00
Tractor Only, No Trailer	HR	\$121.00
Tractor w/Box Van	HR	\$143.00
Tractor w/Dump Trailer	HR	\$139.00
Tractor w/Flatbed/Lowbed Trailer	HR	\$154.00
Tractor w/Liquid Transporter	HR	\$171.00
Tractor w/Rolloff Trailer	HR	\$150.00
Tractor w/Vacuum Trailer	HR	\$170.00
Vactor with Jet Rodder	HR	\$273.00
Vacuum Truck, Straight	HR	\$190.00
Wet/Dry High Powered Vacuum Truck/Guzzler	HR	\$273.00
* Decontamination of Vacuum Trucks, Vactors, Cuscos, Trailers, etc. not included		
* Some may require personnel entry, some may be deconned at a local truck wash.		
VEHICLE MILEAGE CHARGES		
Mileage Charge for Heavy Duty / DOT Rated Vehicles	MIL	\$3.40
Mileage Charge for Light Duty / Support Vehicles	MIL	\$1.13
EARTH MOVING EQUIPMENT		
Backhoe Loader, 1 Yard Bucket	HR	\$143.00
Bobcat Loader/Mini Excavator	HR	\$90.00
Excavator, 20-30 Ton	HR	\$177.00
Fork Attachment for Bobcat Loader	DAY	\$158.00
Loader, 2-3 Yard Bucket	HR	\$135.00
Mini Excavator	HR	\$106.00
Sweeper Attachment for Bobcat Loader	DAY	\$462.00
ELECTRIC POWER TOOLS*		
1/2in Drill, Electric	DAY	\$54.00
Circular Saw, Electric	DAY	\$75.00
Mercury Vacuum	DAY	\$1,054.00
Reciprocating Saw (Sawzall), Electric	DAY	\$130.00
Wet Vacuum (Shop Vac)	DAY	\$111.00



EMERGENCY RESPONSE RATES - Dupage County Facilities Management

*Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

	UOM	PRICE
FIELD ANALYTICAL		
4 Gas/5 Gas Meter	DAY	\$227.00
Bailer & Sampling Equipment	DAY	\$75.00
Draeger Air Monitoring Pump	DAY	\$130.00
Explosion/Oxygen Meter	DAY	\$155.00
Geiger Counter Meter	DAY	\$194.00
Hydrogen Cyanide Meter	DAY	\$160.00
Interface Probe	DAY	\$155.00
Lumex RA915+ Mercury Vapor Analyzer	DAY	\$629.00
Mercury Vapor Analyzer	DAY	\$924.00
Particulate Meter, Mini Ram or equivalent	DAY	\$155.00
Personal Air Pump Meter	DAY	\$75.00
pH Meter	DAY	\$75.00
PID Meter	DAY	\$296.00
Well Purging/Sampling Pump	DAY	\$75.00
Petroflag Kit	DAY	\$126.00
SOIL SAMPLE KIT (Per Sample)	DAY	\$182.00
GAS POWERED TOOLS		
Brush Cutter/Power Broom	DAY	\$151.00
Chain Saw	DAY	\$194.00
Cutoff Saw (Demo)	DAY	\$425.00
HOSES/PIPE*		
Hose - Chemical, 2 in X 20 ft	DAY	\$92.00
Hose - Chemical, 3 in X 20 ft	DAY	\$139.00
Hose - Chemical, 4 in X 20 ft	DAY	\$208.00
Hose - Flex, 4 in, per ft	FT	\$3.49
Hose - Flex ADS, 6 in, per ft	FT	\$7.35
Hose - Lay Flat, 2 in X 25ft	DAY	\$34.00
Hose - Lay Flat, 4 in X 25 ft	DAY	\$75.00
Hose - Lay Flat, 6 in X 25 ft	DAY	\$98.00
Hose - Suction, 2 in X 25 ft	DAY	\$39.00
Hose - Suction, 3 in X 25 ft	DAY	\$58.00
Hose - Suction, 4 in X 25 ft	DAY	\$87.00
Hose - Suction, 6 in X 25 ft	DAY	\$108.00
Wash Hose, 1/2in x 50ft	DAY	\$22.00



EMERGENCY RESPONSE RATES - Dupage County Facilities Management

***Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.**

MARINE RESPONSE EQUIPMENT

	UOM	PRICE
Airboat, Single Engine	DAY	\$1,715.00
Airboat, Twin Engine	DAY	\$5,001.00
Boat/Workskiff without Motor	DAY	\$203.00
Brush Skimmer	DAY	\$1,143.00
Containment Boom - 10" Per Foot Per Day	FT	\$4.20
Containment Boom - 18" Per Foot Per Day	FT	\$6.30
Containment Boom - 24" Per Foot Per Day	FT	\$3.68
Containment Boom - 36" Per Foot Per Day	FT	\$4.20
Drum Skimmer (24in-36in)	DAY	\$1,155.00
Drum Skimmer, Double Barrel 24"	DAY	\$1,400.00
Hydraulic Power Pack for Skimmer	DAY	\$315.00
Landing Craft (LCM), 26ft-29ft	DAY	\$1,358.00
Landing Craft (LCM), 30ft-34ft	DAY	\$1,472.00
Landing Craft (LCM), 35ft-45ft	DAY	\$2,208.00
PFD Life Vest	DAY	\$39.00
PFD Survival Suit / Cold Weather Survival Work Suits	DAY	\$178.00
PFD Deck Suit	EA	\$768.00
Power Barge Boat, 26ft-30ft	DAY	\$1,572.00
Power Barge Boat, 30ft-42ft	DAY	\$2,858.00
Power Workboat, Fast Response, 12-14ft	DAY	\$426.00
Power Workboat, Fast Response, 15-17ft	DAY	\$647.00
Power Workboat, Fast Response, 18-22ft	DAY	\$1,100.00
Power Workboat, Fast Response, 23-26ft	DAY	\$1,414.00
Power Workboat, Fast Response, 27-36ft	DAY	\$1,358.00
Rigid Hull Inflatable (RIB) (18ft-22ft)	DAY	\$1,122.00
Rope Mop - 4" (Per Foot)	FT	\$40.00
Rope Mop - 9" (Per Foot)	FT	\$51.00
Rotating Disc Skimmer Unit	DAY	\$1,166.00
Skim Pack Skimmer	DAY	\$989.00
Skimmer - C24H Hydraulically Powered Rope Mop Wringer	DAY	\$929.00
Skimmer - C29H Hydraulically Powered Rope Mop Wringer	DAY	\$1,251.00
Skimmer - CV-46H Hydraulically powered Vertical Mop Wringer	DAY	\$1,108.00
Skimmer, Duck Bill	DAY	\$41.00
Skimming Vessel (Marco/JBF or Equivalent) 28-30ft	DAY	\$7,824.00
Skimming Vessel Belt Drive Replacement	EA	\$1,917.00
Weir Skimmer Unit	DAY	\$249.00

- * Vessel costs include first tank of fuel only**
- * Cost of Decontamination of Marine Response Equipment not included.**
- * Replacement Skimming Belts will be priced on request as needed.**



EMERGENCY RESPONSE RATES - Dupage County Facilities Management

*Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

	UOM	PRICE
PNEUMATIC POWER TOOLS		
3/4in Drill, Rotary Hammer	DAY	\$112.00
Airspade Pneumatic Shovel	DAY	\$82.00
Jackhammer, 40Lb	DAY	\$81.00
Jackhammer, 60Lb	DAY	\$101.00
Jackhammer, 90Lb	DAY	\$122.00
Pneumatic Chipping Gun	DAY	\$129.00
Steel Nibbler, Pneumatic	DAY	\$161.00
PRESSURE WASHING EQUIPMENT		
1000psi Pressure Washer	DAY	\$541.00
2000psi Pressure Washer	DAY	\$595.00
2500psi Hot Water Pressure Washer	DAY	\$811.00
2500psi Pressure Washer	DAY	\$601.00
3000psi Hot Water Pressure Washer	DAY	\$887.00
Pressure Washer, Trailer, 3000 PSI	DAY	\$841.00
10,000 PSI - 60 GPM - HP Pump (350, 405)	HR	\$87.00
20,000 PSI - 23 GPM - HP Pump (305)	HR	\$172.00
40,000 PSI - 6 GPM - UHP Pump (200 HP)	HR	\$203.00
40,000 PSI - 12 GPM - UHP Pump (305)	HR	\$203.00
2-D Rotating Nozzle	HR	\$81.00
3-D Rotating Nozzle - 10K, 20-80 GPM (LV)	HR	\$105.00
DEGREASERS & NEUTRALIZING AGENTS*		
Capsur	GAL	\$193.00
Cirtic Acid Solution, 15%	GAL	\$7.98
Citrus Cleaner Degreaser	GAL	\$52.00
Hydrated Lime, 50 lb / 23 kg	BAG	\$9.14
Penetone Degreaser	GAL	\$38.00
Pink Stuff Degreaser	GAL	\$41.00
Simple Green Degreaser	GAL	\$14.18
Soda Ash, 100 lb / 45 kg	BAG	\$60.00
Sodium bisulfate 50 lb / 23 kg	BAG	\$139.00
Sodium Hypochlorite, 15% (Bleach)	GAL	\$21.00
PERSONAL PROTECTIVE EQUIPMENT (PER PERSON PER CHANGE OUT)*		
Level A w/ResponderPlus Suit/Changeout	EA	\$2,037.00
Level B w/CPF2 or Polytyvec/Changeout	EA	\$888.00
Level B w/CPF3 or Saranex Suit/Changeout	EA	\$370.00
Level B w/CPF4 or Barricade Suit/Changeout	EA	\$462.00
Level C w/CPF1,2 or Polytyvec/Changeout	EA	\$314.00
Level C w/CPF4 or Barricade Suit/Changeout	EA	\$522.00
Level C w/CPF3 or Saranex Suit/Changeout	EA	\$361.00
Modified Level D (Tyvec and Boots)	EA	\$64.00



EMERGENCY RESPONSE RATES - Dupage County Facilities Management

***Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.**

	UOM	PRICE
PUMPING/TRANSFERRING PUMPS		
Drum Head Vacuum System, Electric	DAY	\$84.00
Drum Loader	DAY	\$211.00
Pump - Centrifugal, 2 in	DAY	\$500.00
Pump - Diesel Lister, 3 in	DAY	\$189.00
Pump - Double Diaphragm, 1 in	DAY	\$119.00
Pump - Double Diaphragm, 2 in	DAY	\$388.00
Pump - Double Diaphragm, 2 in, Chemical	DAY	\$430.00
Pump - Double Diaphragm, 3 in	DAY	\$435.00
Pump - Double Diaphragm, 3 in, Chemical	DAY	\$496.00
Pump - Double Diaphragm, 4 in	DAY	\$471.00
Pump - Electric Drum	DAY	\$133.00
Pump - Electric Submersible, 2 in	DAY	\$462.00
Pump - Electric Submersible, 3 in	DAY	\$884.00
Pump - Electric Submersible, 4 in	DAY	\$714.00
Pump - Hand	DAY	\$43.00
Pump - Hydraulic Transfer, 4 in	HR	\$43.00
Pump - Hydraulic Transfer, 6 in	HR	\$322.00
Pump - Trash, 2 in	DAY	\$323.00
Pump - Trash, 3 in	DAY	\$370.00
Pump - Trash, 4 in	DAY	\$435.00
Drum Vacuum, Pneumatic	DAY	\$454.00
PUMP, PERISTALTIC, INTRINSIC 1/2 INCH	DAY	\$126.00
SITE SUPPORT		
100 HP Boiler Unit	HR	\$124.00
15 Gal HEPA Vacuum	DAY	\$601.00
150,000 BTU Portable Heater	DAY	\$334.00
2 CU YD self dumping hopper	DAY	\$4.65
2,000 - 2,900 Gal Poly Storage Tank	DAY	\$85.00
Frac Tank 20,000 Gal	DAY	\$175.00
3,000 - 3,900 Gal Steel Storage Tank	DAY	\$29.00
300 - 500 Gal Poly Storage Tank	DAY	\$48.00
4,000 - 6,000 Gal Poly Storage Tank	DAY	\$104.00
Air Compressor 175-185 CFM	DAY	\$425.00
Air Compressor 8-10 CFM	DAY	\$213.00
ATV, 4X4 or 4X6	DAY	\$449.00
Carbon Filter System	DAY	\$306.00
Decon Pool, 10ft x 10ft	DAY	\$185.00
Decon Pool, 20ft x 100ft	DAY	\$553.00
Decon Pool, 25ft x 50ft	DAY	\$369.00
Decontamination Trailer	DAY	\$197.00
Dewatering Box	DAY	\$186.00
Dump Trailer (Trailer Only, Staged on Site)	DAY	\$90.00
Eyewash Station	DAY	\$66.00
Frac Tank, Double Walled	DAY	\$210.00



EMERGENCY RESPONSE RATES - Dupage County Facilities Management

***Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.**

	UOM	PRICE
SITE SUPPORT		
Generator - 12K Watt	DAY	\$308.00
Generator - 4,000 Watt	DAY	\$171.00
Generator - 5,000 Watt	DAY	\$388.00
Generator - 8,000 Watt	DAY	\$554.00
Halogen Spotlight	DAY	\$129.00
Incident Command Unit	DAY	\$1,924.00
Intermodal Container	DAY	\$35.00
Intrinsically Safe Drop Light	DAY	\$223.00
Light Stand	DAY	\$129.00
Light Tower w/Generator	DAY	\$642.00
Office Trailer	DAY	\$141.00
On-site Van Trailer (Tractor not included)	DAY	\$247.00
Personnel Staging Tent, 10x10 ft, Purchased	EA	\$214.00
Personnel Staging Tent, 20' x 30'	DAY	\$163.00
Rolloff Container with Metal lid	DAY	\$25.00
Rolloff Container with Tarp & Bows	DAY	\$24.00
Sea Container / Conex / Tool Crib, 20 ft.	DAY	\$33.00
Secondary Containment Unit	DAY	\$44.00
Skid Mounted Liquid Phase Carbon System (10GPM)	DAY	\$84.00
Tank Trailer/Transporter, No Tractor (For Storage Only)	DAY	\$559.00
Traffic Cone/Barricade Unit	DAY	\$20.00
Utility/Cross Terrain Vehicle (Mule/Gator)	DAY	\$449.00
Vacuum Box, Watertight	DAY	\$118.00
Decon Station	DAY	\$238.00

*** Spotting fee, Liners, Cleaning of Unit not included**

SPECIALTY EQUIPMENT

Cutting Torch/Acetylene Torch	DAY	\$148.00
Electric Auger	DAY	\$90.00
Auger, Manual	DAY	\$81.00
Compactor	DAY	\$81.00
Walk Behind Concrete Saw	DAY	\$280.00
Confined Space Entry Gear (Retrieval & Rescue Equip)	DAY	\$846.00
DBI/Rogliss Tripod	DAY	\$254.00
Drum Crusher, Portable	DAY	\$559.00
Drum Tilter, Mechanical	DAY	\$211.00
Electric Blower	DAY	\$108.00
Fiber Optic Camera	HR	\$71.00
Fiber Optic Camera Truck	HR	\$224.00
Manlift	DAY	\$342.00
Forklift, 2,000Lb Capacity	DAY	\$513.00
Forklift, 6,000Lb Capacity (High Reach / Lull)	DAY	\$869.00
Plasma Cutting Torch	DAY	\$292.00
Explosion Proof Pneumatic Fan Blower	DAY	\$130.00
Remote Drum Opener, Pnuematic	DAY	\$1,463.00
Sand Blaster and Hose	HR	\$37.00
Transit Set	DAY	\$154.00



EMERGENCY RESPONSE RATES - Dupage County Facilities Management

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UOM PRICE

CHEMICAL PROTECTIVE GARMENTS*

Kappler CPF1 Suit (Blue)	EA	\$39.00
Kappler CPF2 Suit (Grey)	EA	\$64.00
Kappler CPF2 Suit w/Strapped Seams (Grey)	EA	\$107.00
Kappler CPF3 Suit w/Hood & Boots (Tan)	EA	\$145.00
Kappler CPF3 Suit w/Hood & Strapped Seams (Tan)	EA	\$183.00
Kappler CPF4 Suit w/Hood & Boots (Green)	EA	\$150.00
Chemrel Suit, Level C	EA	\$96.00
Nomex Suit and Hood	EA	\$207.00
Polycoated Rain Gear, 22mil	EA	\$36.00
Tyvec, Polycoat HD/BT	EA	\$26.00
Tyvec, Saranex	EA	\$65.00
Tyvec, White	EA	\$26.00

HAND/FOOT PROTECTION*

Gloves - 12 in PVC	PAIR	\$13.13
14in Neoprene Gloves	PAIR	\$14.81
Gloves - Bulking and Solvents	PAIR	\$40.00
Gloves - 18 in PVC	PAIR	\$13.76
Cotton Winter Glove Liners	PAIR	\$6.83
Gloves - Dexterity	PAIR	\$24.00
Glove, Nitrile, Inner Liner	PAIR	\$3.86
Gloves - Impact and Cut Resistent	PAIR	\$34.00
Puncture Resistant Gloves	PAIR	\$114.00
Silver Shield Gloves	PAIR	\$39.00
Disposable Boot Covers (Chicken Boots)	PAIR	\$14.28
Non Steel Toe Chest Waders	DAY	\$76.00

RESPIRATORY PROTECTION*

2 Man Breathing System	DAY	\$354.00
4 Man Breathing System	DAY	\$449.00
Acid Cartridges	PAIR	\$34.00
Asbestos Cartridges	PAIR	\$35.00
Breathing Air Hose, 100ft	DAY	\$129.00
Chlorine Cartridges	PAIR	\$37.00
Mercury Cartridges	PAIR	\$62.00
MSA Chemical Cartridge	EA	\$38.00
Negative Air Machine (Blower w/ HEPA filter)	DAY	\$322.00
Organic Vapor Cartridges (No Dust)	PAIR	\$43.00
Organic Vapor/Dust Combination Cartridges	PAIR	\$78.00
Respirator, Full Face	DAY	\$74.00
Self Contained Breathing Apparatus (SCBA)	DAY	\$322.00



EMERGENCY RESPONSE RATES - Dupage County Facilities Management

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	UOM	PRICE
DOT SHIPPING CONTAINERS*		
1 Cubic Yard Supersac 13H2/Y/06	EA	\$124.00
10 Gal / 40 Litre Fiber Drum	EA	\$46.00
110 Gal Steel Drum, Reconditioned 1A2/Y400S	EA	\$591.00
16 Gal / 70 L Closed Poly Drum	EA	\$93.00
16 Gal / 70 L Open Poly Drum 1H2/Y56/S	EA	\$92.00
16 Gal Fiber Drum	EA	\$39.00
18x18x24in Nonhazardous Pathological Waste Box	EA	\$11.55
20 Gal / 80 Litre Fiber Drum	EA	\$39.00
20 Gal / 80 Litre Poly Drum (1H2/Y56/S)	EA	\$114.00
275G / 1100 L Poly TOTE, DOT Rated	EA	\$550.00
275G / 1100 L Recondition Poly TOTE, DOT Rated	EA	\$383.00
30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	EA	\$83.00
30 Gal / 120 Litre Closed Steel Drum, New 1A1/Y1.6/200	EA	\$145.00
30 Gal / 120 Litre Closed Steel Drum, Reconded 1A1/Y1.4/100	EA	\$136.00
30 Gal / 120 Litre Fiber Drum 1G/X56/S	EA	\$59.00
30 Gal / 120 Litre Open Poly Drum 1H2/Y142/S	EA	\$113.00
30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100	EA	\$154.00
30 Gal / 120 Litre Steel Drum, Reconditioned 1A2/Y1.2/100	EA	\$121.00
4ft Fluorescent Tube Box 4G/Y275	EA	\$27.00
5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	EA	\$34.00
5 Gal / 20 Litre Closed Steel Drum 1A1/Y1.8/300	EA	\$27.00
5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	EA	\$25.00
5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100	EA	\$69.00
5.5 Gal / 20 L Steel Drum 1A2/Y23/S	EA	\$28.00
55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)	EA	\$99.00
55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	EA	\$107.00
55 Gal / 205 L Stainless Steel Drum, Reconditioned	EA	\$287.00
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150	EA	\$97.00
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150, Recycled	EA	\$70.00
55 Gal / 205 Litre Closed Steel Drum, New 1A1/Y1.8/300	EA	\$119.00
55 Gal / 205 Litre Fiber Drum 1G/Y190/S	EA	\$101.00
55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	EA	\$105.00
55 Gal / 205 Litre Poly Drum 1H2/Y237/S	EA	\$127.00
55 Gal / 205 Litre Steel Drum, New 1A2/Y1.5/100	EA	\$145.00
85 G / 320 L Steel Drum, Reconded 1A2/X400/S (Overpack)	EA	\$427.00
85 Gal / 320 Litre Steel Drum, New 1A2/X400/S	EA	\$390.00
85 Gal / 320 Litre Steel Drum, Recycled 1A2/X400/S	EA	\$218.00
8ft Fluorescent Tube Box 4G/Y275	EA	\$47.00
95 Gal Poly Drum 1H2/Y318/S (Overpack)	EA	\$469.00
95 Gal Poly Drum, Recycled 1H2/Y318/S (Overpack)	EA	\$304.00
Drum 15 Gal / 60 Litre Poly (1H2/Y1.8/100)	EA	\$92.00
Drum Liners	EA	\$5.57
Dump Trailer Poly Liner	EA	\$109.00
Filter/Liner for Filter Box	EA	\$405.00
Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	EA	\$98.00



EMERGENCY RESPONSE RATES - Dupage County Facilities Management

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	UOM	PRICE
DOT SHIPPING CONTAINERS*		
Flexbin, Cubic Yard Box for Non-Haz Waste	EA	\$46.00
Flexbin/Cubic Yard Box Liner	EA	\$34.00
Fluorescent Bulb Tubes, 4ft 100 bulb capacity	BOX2	\$110.00
Fluorescent Bulb Tubes, 8ft 100 bulb capacity	BOX2	\$112.00
Hazardous Waste Labels / Markings	EA	\$1.89
Labels - DOT Diamonds	EA	\$1.89
Pathological Waste Bag	EA	\$6.93
Poly Bags, 6mil, per Roll	EA	\$193.00
Poly Sheet, 6mil 20ft x 100ft	EA	\$170.00
Rolloff Poly Liner	EA	\$77.00
Vacbox Liner/Bladder	EA	\$712.00
Waste Wrangler	EA	\$118.00
ABSORBENT MATERIALS*		
Absorbent Boom, 3in x 4ft	EA	\$9.14
Absorbent Boom, 5in x 10ft x 4/Bale	BALE	\$102.00
Absorbent Boom, 8in x 10ft x 4/Bale	BALE	\$192.00
Absorbent Pad (101 Grade) 100/bale	BALE	\$94.00
Absorbent Roll, 38in x 144ft	EA	\$206.00
Absorbent Rug, 36in x 300ft	EA	\$341.00
Absorbent Sweep, 17in x 100ft	BALE	\$182.00
HGX Absorbent (Mercury absorbent)	LBS	\$24.00
Oil Snare, on a Line, 50ft	EA	\$110.00
Poly Absorbent, 20 lb / 23 kg	BAG	\$120.00
Rags, 50 lb / 23 kg	BOX	\$128.00
Speedi Dry	BAG	\$19.00
SPI Solidification Particulate (Oil Bond)	LBS	\$22.00
SPI Waterbond	LBS	\$18.00
Vermiculite 4 cuft	BAG	\$74.00
MISCELLANEOUS*		
Acetylene Bottle	EA	\$51.00
Breathing Air Bottle Refill	EA	\$35.00
Rolloff Bow	EA	\$48.00
Rolloff Tarp	EA	\$476.00
Misc. Handtools	DAY	\$56.00
Caution Tape/Roll	EA	\$64.00
Duct Tape/Roll	EA	\$32.00
Shrink Wrap	ROL	\$55.00
First Aid Kit, 25 Person	EA	\$94.00
Bottled Water / Stress Relief (Case)	CA	\$29.00
Digital Camera	DAY	\$107.00
Weather Mitigation (Heat/Cold Relief)	EA	\$158.00



EMERGENCY RESPONSE RATES - Dupage County Facilities Management

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UOM PRICE

WASTE MATERIAL APPROVAL

Profile Approval Fee (No Sample)	EA	\$131.00
Sample & Profile Approval Fee	EA	\$218.00
Profile Recertification Fee (No Sample)	EA	\$37.00

ER COVERAGE FEES / SAFETY PLANS / REPORTS

Communications Package	DAY	\$56.00
ER Incident Report Fee	EA	\$420.00
Safety Plan	EA	\$158.00
OPA 90 Single Facility Fee	EA	\$2,625.00
Additional Site Listings	EA	\$1,050.00



EMERGENCY RESPONSE RATES - Dupage County Facilities Management

Pricing Conditions

"Contractor" is hereby defined to mean Clean Harbors Environmental Services, Inc., along with its affiliates and subsidiaries, including but not limited to Hepaco, LLC and Emergency Response and Training Solutions, LLC.

1. All labor, equipment, materials, and services outlined in this Schedule of Rates will be invoiced at the pricing above unless project item is completed by a subcontractor. Any third-party goods or services utilized by Contractor in the performance of the services shall be invoiced at Contractor's cost plus a markup of thirty-five percent (35%). Unless otherwise specified, these rates are not valid for response to Infectious Agents/Biologicals. The Schedule of Rates includes the cost of Contractor basic medical monitoring program. Any special medical monitoring required by the Customer or the nature of the work will be added to the project scope and the Customer will be invoiced at cost plus the markup listed above.
2. Lodging and subsistence for Contractor personnel and our subcontractors in the field are included in a per diem charge per person per day when working more than 30 miles from the employee's normal operations center and when overnight accommodations are required. The rate is outlined in the labor section of this document. When overnight accommodations are not required but work exceeds 12 hours, a \$50.00 charge per day per person may apply to cover meals and incidentals.
3. At its sole discretion, Contractor will determine the level of protection required for each project. Level A, B, C or D personal protection and safety packages will be invoiced at the rates shown in the Schedule of Rates.
4. Contractor's personnel and equipment will be charged portal-to-portal (mobilization and demobilization included). Services provided prior, during and/or subsequent to actual project site activities will also be charged at the Hourly Rate. This may include time required to mobilize, service, repair, coordinate, administer, demobilize, and restock all vehicles and equipment used in performance of the work (whether performed on or off site), but is not limited to, time taken by personnel to decontaminate and re-don protective clothing and equipment that is billed as part of the project.
5. Contractor's normal employee workday is 7:00 am to 3:30 pm, Monday through Friday. Other work hours must be agreed to in writing in advance. No more than eight (8) hours of straight time will be billed for one person for one day. All time will be based upon a 24-hour day.
6. All hours worked in excess of eight (8) hours in the normal workday, as described above, as well as all hours worked all day Saturday are considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel.
7. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel. Holidays are the legally observed United States Federal Holidays plus the day after Thanksgiving. When local laws or regulations recognize additional holidays or when local laws or regulations define premium hours in excess of this definition, Contractor will invoice in accordance with local laws or regulations.
8. A minimum fee of \$5,000.00 will be charged to any new Customer or to any Customer who is not in good payment status with Contractor, as determined in Contractor's sole discretion. The fee will be paid at the time of ordering emergency response services, and any charges estimated to exceed the minimum fee must be paid in advance before Contractor will begin providing services. Credit card payments, which are only accepted if approved in advance by Contractor, will incur an additional processing fee of 3%.
9. All projects are subject to a minimum four (4) hour response charge or \$3500.00 minimum charge, whichever is greater. Minimum charges do not apply to Transportation and Disposal.
10. Charges for Safety Plans are assessed on all projects. In some instances, a Site Safety Officer charge will apply per hour to create and administer the Safety Plan.
11. Contractor assigns a Project Manager to each project. Contractor's Project Managers are experienced professionals who are responsible for directing Contractor field supervisors, obligating company resources to a project, and providing technical guidance to projects. Customers are billed for the time spent and expenses incurred by the Project Managers for periodic site visits, Customer-requested meetings, and other activities deemed necessary to assure a properly run project. Additional Project Managers or supervisory personnel may be assigned as deemed necessary by Contractor.
12. A variable Energy and Security Recovery Fee (that fluctuates with the applicable national average diesel price), will be applied to the total invoice, excluding sales tax. For more information regarding our recovery fee calculation please go to: www.cleanharbors.com/recoveryfee.
13. A variable Global Tariff fee will be added to the Recovery fee. For more information, please visit our website www.cleanharbors.com/recoveryfee.
14. The additional excise and sales tax added to the price of diesel fuel at the pump under the California Road Repair and Accountability Act (CARRAA) of 2017 has increased the cost of providing services in the State of California. To off-set this extra cost, Contractor is implementing a 2.5% CA RRAA Fee on every invoice for California generators.
15. Unless specifically notated in rates above, these rates do not apply to any projects with Prevailing Wage requirements. Any additional Prevailing Wage rates will be negotiated on a case-by-case basis.
16. Equipment billed on an hourly basis will be billed a minimum of four hours upon activation. For equipment with only Daily Rates, a day will be charged up to 12 hours. No more than 2 Daily Rates will apply per calendar day. For boats and other marine equipment, Daily Rates will apply regardless of the hours used per day.
17. Unless specifically notated in the equipment description, all equipment rates are unoperated.
18. All waste disposal from project and or response activities will be charged additionally to the rates lists herein plus local, state, and federal fees/taxes of the generating location/receiving facilities as applicable. A Waste Document Preparation Fee of \$125 per day will apply to any work generating waste. The fee includes labels, manifests, and bills of lading, but does not include the Profile Approval Fee of \$125 and Profile Recertification Fee of \$35 which will be charged upon profile approval or recertification per profile.
19. A \$27 fee per manifest will be charged to be in compliance with the e-manifest system implemented by the EPA on June 30, 2018. For services provided in Ontario, the fee shall be \$19 per manifest, and for services provided in British Columbia, the fee shall be \$23. This fee is evaluated annually and could increase based on cost from the applicable
20. If the work is performed over, adjoining, and/or in water such that the U.S. Longshoremen's and Harbor Workers' insurance or Jones Act insurance apply, then an additional fee of 25% of total invoiced labor costs for the Work will be added to compensate for U.S. Longshoremen's and Harbor Workers' insurance or Jones Act insurance and related risks.
21. In the event of adverse temperatures and working conditions, a daily charge will apply for "Adverse weather/conditions relief" of \$150 Day. The daily charge covers consumables for both hot/cold conditions such as ice, water, Gatorade/electrolyte drinks, and coolers/thermos.
22. Contractor supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Contractor's standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Contractor prior to acceptance and implementation.
23. Incident Reports can be created for any emergency response projects and will be charged at a rate of \$400 each. Larger and more complex reports will be quoted case-by-case.
24. Standby charges will be negotiated on a case-by-case basis.
25. Contractor guarantees to hold prices firm for 30 days.



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-114-DOT
COMPANY NAME:	Clean Harbors Environmental Services, Inc.
CONTACT PERSON:	Kendrick Harrison
CONTACT EMAIL:	kendrick.harrison@safety-kleen.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- Yes
 No

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

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

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

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

Yes

No

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

NAME	PHONE	EMAIL
N/A		

Section III: Violations

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

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

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

[Ethics | DuPage Co, IL](#)

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

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

Section IV: Certification

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

Printed Name: Kendrick Harrison

Signature: Signature on file

Title: Government Account Manager

Date: 11/4/2025