



DU PAGE COUNTY

Stormwater Management Committee

Final Summary

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

Tuesday, May 5, 2026

7:30 AM

County Board Room

1. **CALL TO ORDER**

The meeting was called to order by Vice Chair Brummel at 7:30 AM.

2. **ROLL CALL**

| | |
|----------------|---|
| PRESENT | Brummel, Eckhoff, Evans, Fasules, Hinterlong, Honig, and Tiesenga |
| ABSENT | Nero, Pulice, and Zay |
| LATE | DeSart, and Tornatore |

3. **CHAIRMAN'S REMARKS - CHAIR ZAY**

Vice Chair Brummel is facilitating this committee meeting in Chair Zay's absence.

[26-1419](#)

SCARCE - 2026 Sustainable Design Challenge Awards

Director Hunn, Kay McKeen, and staff from SCARCE presented the winners of the 20th Annual Sustainable Design Challenge: Best Overall LEED Design, Best Stormwater Design, and Best Energy Design. A total of 60 students and 22 teams from surrounding high schools participated in the challenge.

4. **PUBLIC COMMENT**

5. **APPROVAL OF MINUTES**

5.A. [26-1249](#)

Stormwater Management Committee - Regular Meeting Minutes - April 7, 2026.

| | |
|------------------|---------------|
| RESULT: | APPROVED |
| MOVER: | Dawn DeSart |
| SECONDER: | Sam Tornatore |

6. **CLAIMS REPORTS**

6.A. [26-1358](#)

Schedule of Claims - April

| | |
|------------------|-----------------------------|
| RESULT: | ACCEPTED AND PLACED ON FILE |
| MOVER: | Lucy Evans |
| SECONDER: | Sam Tornatore |

7. STAFF REPORTS

7.A. [26-1250](#)

Stormwater Program and Events Update

| | |
|------------------|-----------------------------|
| RESULT: | ACCEPTED AND PLACED ON FILE |
| MOVER: | Lucy Evans |
| SECONDER: | Gary Fasules |

7.B. [26-1251](#)

DPC Stormwater Management Currents Newsletter

| | |
|------------------|-----------------------------|
| RESULT: | ACCEPTED AND PLACED ON FILE |
| MOVER: | Edward Tiesenga |
| SECONDER: | Dawn DeSart |

8. ACTION ITEMS

8.A. [SM-P-0007-26](#)

Recommendation for the approval of a contract issued to Contigo Engineering, PLLC, for on-call professional engineering services, for Stormwater Management, for the period of May 12, 2026 through November 30, 2027, for a contract total not to exceed \$70,000. 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.

| | |
|------------------|--|
| RESULT: | APPROVED AND SENT TO FINANCE |
| MOVER: | Lucy Evans |
| SECONDER: | Sam Tornatore |
| AYES: | Brummel, DeSart, Eckhoff, Evans, Fasules, Hinterlong, Honig, Tiesenga, and Tornatore |
| ABSENT: | Nero, Pulice, and Zay |

8.B. [26-1329](#)

Request to open 30-day public comment period for the Upper West Branch DuPage River Watershed-Based Plan (Water Quality)

| | |
|----------------|-------------|
| RESULT: | APPROVED |
| MOVER: | Dawn DeSart |

| | |
|------------------|--|
| SECONDER: | Sam Tornatore |
| AYES: | Brummel, DeSart, Eckhoff, Evans, Fasules, Hinterlong, Honig, Tiesenga, and Tornatore |
| ABSENT: | Nero, Pulice, and Zay |

9. INFORMATIONAL

9.A. [TE-P-0008-26](#)

Recommendation for the approval of a contract to Accela, Inc., for annual subscription service for Accela Velosimo Connect Enterprise for Bluebeam, for Building & Zoning, Public Works, Stormwater, and Transportation, for the period of June 23, 2026 through June 22, 2027, for a contract total amount not to exceed \$34,720.81. Per 55 ILCS 5/5-1022(d) exempt from bidding - IT/Telecom purchases which do not exceed \$35,000.

| | |
|------------------|--|
| RESULT: | APPROVED |
| MOVER: | Paul Hinterlong |
| SECONDER: | Andrew Honig |
| AYES: | Brummel, DeSart, Eckhoff, Evans, Fasules, Hinterlong, Honig, Tiesenga, and Tornatore |
| ABSENT: | Nero, Pulice, and Zay |

10. OLD BUSINESS

Director Hunn presented an overview of the Flood-Prone Property Buy Out Program, and addressed questions around funding, appraisals, and awareness from Member DeSart, Member Evans, and Member Eckhoff.

Director Hunn stated she will clarify with the State's Attorney whether or not we may notify homeowners of eligible homes for the program. Director Hunn will look at additional funding for the program in the FY27 budget. She will work with staff and discuss the program modification with Member Eckhoff, and potentially present it to the Committee as part of the budget process at a future meeting.

[26-1422](#)

Voluntary Flood Prone Property Buy Out Program Presentation

11. NEW BUSINESS

On behalf of Chair Zay who was unable to make the meeting and the entire stormwater team, Director Hunn acknowledged Stormwater Regulatory Manager, Clayton Heffter for his 25 years of service, overseeing stormwater permitting, regulatory compliance, and watershed protection efforts. He is set to retire in June 2026. We thank Clayton for his outstanding contributions and wish him well on his retirement.

12. ADJOURNMENT

With no further business, the meeting was adjourned at 8:05 AM. Motioned by Member Hinterlong and seconded by Member Eckhoff with all Committee members in favor.

| | |
|------------------|-----------------|
| RESULT: | APPROVED |
| MOVER: | Paul Hinterlong |
| SECONDER: | Grant Eckhoff |



Presentation

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

File #: 26-1419

Agenda Date: 5/6/2026

Agenda #: 3.A.

20th Annual Sustainable Design Challenge



Best Overall LEED Design



*Aynstein's Café – Waubonsie Valley High School
Aviya Pinto, Varshaa Selvaraj, Symphony Taylor*



Best Stormwater Design



*Hollanov – York Community High School
Allyson Kent, Siha Kim*



Best Energy Design



*The Environmentals – Glenbard East High School
Lily Daciolas, Yunuen Rangel, Olivia Wojdyla*

Thank You to Our Business Sponsors

The logo for Wight features the word "Wight" in a bold, black, sans-serif font. The letter "i" has a red dot. The text is positioned in front of a vertical yellow bar.

**College of Fine &
Applied Arts**

UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN

The logo for College of DuPage features a green stylized icon of a building or leaf on the left, followed by the text "College of DuPage" in a green, sans-serif font.

Thank You to Our High School Participants From the Following Schools:





Minutes

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

File #: 26-1249

Agenda Date: 5/5/2026

Agenda #: 5.A.



DU PAGE COUNTY

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

Stormwater Management Committee Final Summary

Tuesday, April 7, 2026

7:30 AM

County Board Room

1. CALL TO ORDER

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

2. ROLL CALL

Additional County Board member present: Member Deacon Garcia

Staff: Director Sarah Hunn, Nick Alfonso, Nick Kottmeyer, Joan Olson, Chris Vonnahme, Jamie Lock, Clayton Heffter, Mary Beth Falsey, Raul Galvin, Valerie Calvente, and Jenna Fahey Heller.

| | |
|----------------|---|
| PRESENT | Brummel, Eckhoff, Evans, Hinterlong, Pulice, Tiesenga, Tornatore, and Zay |
| ABSENT | Fasules, and Nero |
| REMOTE | DeSart |
| LATE | Honig |

MOTION TO ALLOW REMOTE PARTICIPATION

A motion was given by Member Brummel, seconded by Member Pulice to allow Member DeSart to attend the meeting remotely.

3. CHAIRMAN'S REMARKS - CHAIR ZAY

Chair Zay noted the multiple consent agenda items, explaining that these are contract close outs that were not used. Together they total close to \$800,000. If the contracts are not used, the funds are not spent.

4. PUBLIC COMMENT

Kay McKeen from SCARCE gave public comment thanking the Stormwater Department for their role in providing education in the community. Ms. McKeen also reminded the Committee of the upcoming Sustainable Design Challenge on April 21, 2026.

5. APPROVAL OF MINUTES

5.A. [26-1049](#)

Stormwater Management Regular Meeting Minutes - March 3, 2026.

| | |
|------------------|---------------|
| RESULT: | APPROVED |
| MOVER: | Sam Tornatore |
| SECONDER: | Lucy Evans |

6. CONSENT AGENDA

6.A. [26-1060](#)

Independent Mechanical PO 6829-1-SERV is decreasing in the amount of \$81,736 and closing due to purchase order expiring.

Chair Zay asked for a motion to combine items 6.A. through 6.K. Member Evans motioned and Member Brummel seconded. The Committee all voted affirmatively.

| | |
|------------------|---------------|
| RESULT: | APPROVED |
| MOVER: | Nunzio Pulice |
| SECONDER: | Lucy Evans |

6.B. [26-1062](#)

Copenhaver Construction PO 1946-1-SERV is decreasing in the amount of \$30,297.39 and closing due to purchase order expiring.

| | |
|------------------|---------------|
| RESULT: | APPROVED |
| MOVER: | Nunzio Pulice |
| SECONDER: | Lucy Evans |

6.C. [26-1063](#)

Engineering Resource Associates Inc. PO 6522-1-SERV is decreasing in the amount of \$92,470.59 and closing due to purchase order expiring.

| | |
|------------------|---------------|
| RESULT: | APPROVED |
| MOVER: | Nunzio Pulice |
| SECONDER: | Lucy Evans |

6.D. [26-1064](#)

Christopher B. Burke PO 4405-1-SERV is decreasing in the amount of \$36,198.82 and closing due to purchase order expiring.

| | |
|------------------|---------------|
| RESULT: | APPROVED |
| MOVER: | Nunzio Pulice |
| SECONDER: | Lucy Evans |

6.E. [26-1065](#)

Laurence Herman PO 3816-1-SERV is decreasing in the amount of \$77,849 and closing due to purchase order expiring.

| | |
|------------------|---------------|
| RESULT: | APPROVED |
| MOVER: | Nunzio Pulice |
| SECONDER: | Lucy Evans |

6.F. [26-1066](#)

Earthwerks Land Improvement & Development Corporation PO 3176-1-SERV is

decreasing in the amount of \$10,539.90 and closing due to purchase order expiring.

| | |
|------------------|---------------|
| RESULT: | APPROVED |
| MOVER: | Nunzio Pulice |
| SECONDER: | Lucy Evans |

6.G. [26-1067](#)

Gasperec Elberts PO 7164-1-SERV is decreasing in the amount of \$11,536.40 and closing due to purchase order expiring.

| | |
|------------------|---------------|
| RESULT: | APPROVED |
| MOVER: | Nunzio Pulice |
| SECONDER: | Lucy Evans |

6.H. [26-1068](#)

Robinson Engineering PO 6131-1-SERV is decreasing in the amount of \$38,322.86 and closing due to purchase order expiring.

| | |
|------------------|---------------|
| RESULT: | APPROVED |
| MOVER: | Nunzio Pulice |
| SECONDER: | Lucy Evans |

6.I. [26-1069](#)

Earthwerks Land Improvement & Development Corporation PO 6744-1-SERV is decreasing in the amount of \$301,988 and closing due to purchase order expiring.

| | |
|------------------|---------------|
| RESULT: | APPROVED |
| MOVER: | Nunzio Pulice |
| SECONDER: | Lucy Evans |

6.J. [26-1076](#)

Cemcon PO 6131-1-SERV is decreasing in the amount of \$35,551.25 and closing due to purchase order expiring.

| | |
|------------------|---------------|
| RESULT: | APPROVED |
| MOVER: | Nunzio Pulice |
| SECONDER: | Lucy Evans |

6.K. [26-1077](#)

GSG Consultants PO 7686-1-SERV is decreasing in the amount of \$36,450.40 and closing due to purchase order expiring.

| | |
|----------------|---------------|
| RESULT: | APPROVED |
| MOVER: | Nunzio Pulice |

| |
|-----------------------------|
| SECONDER: Lucy Evans |
|-----------------------------|

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| RESULT: APPROVED THE CONSENT AGENDA |
| MOVER: Nunzio Pulice |
| SECONDER: Lucy Evans |

7. CLAIMS REPORTS

7.A. [26-1090](#)

Schedule of Claims - March 2026

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| RESULT: ACCEPTED AND PLACED ON FILE |
| MOVER: Sam Tornatore |
| SECONDER: Lucy Evans |

8. STAFF REPORTS

8.A. [26-1048](#)

Stormwater Program and Events Update

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|--|
| RESULT: ACCEPTED AND PLACED ON FILE |
| MOVER: Lucy Evans |
| SECONDER: Paul Hinterlong |

8.B. [26-1053](#)

DPC Stormwater Management Currents Newsletter

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|--|
| RESULT: ACCEPTED AND PLACED ON FILE |
| MOVER: Lucy Evans |
| SECONDER: Paul Hinterlong |

8.C. [26-1054](#)

2026 Sustainable Design Challenge

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|--|
| RESULT: ACCEPTED AND PLACED ON FILE |
| MOVER: Lucy Evans |
| SECONDER: Paul Hinterlong |

- 8.D. [26-1091](#)
Decrease and Close Contracts under \$10,000

| | |
|------------------|-----------------------------|
| RESULT: | ACCEPTED AND PLACED ON FILE |
| MOVER: | Lucy Evans |
| SECONDER: | Paul Hinterlong |

9. ACTION ITEMS

- 9.A. [FI-R-0058-26](#)
Acceptance of an extension of time for the ILDCEO Rebuild Illinois Timberlake Drainage Improvements Grant PY24 Inter-governmental Agreement No. 22-203688, for a new grant expiration date of March 31, 2027. (Stormwater Management)

| | |
|------------------|------------------------------|
| RESULT: | APPROVED AND SENT TO FINANCE |
| MOVER: | Lucy Evans |
| SECONDER: | Nunzio Pulice |

- 9.B. [26-1096](#)
Residential Drainage Cost Share Program – Grant Recommendations FY26

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|------------------|---------------|
| RESULT: | APPROVED |
| MOVER: | Lucy Evans |
| SECONDER: | Sam Tornatore |

- 9.C. [SM-R-0002-26](#)
Recommendation for the approval to enter into an agreement between the County of DuPage, Illinois and the Oakwood Homeowners' Association, for the Lake Charles Nutrient Reduction Project, for an agreement not to exceed \$8,125. (FY2026 Water Quality Improvement Grant)

| | |
|------------------|------------------------------|
| RESULT: | APPROVED AND SENT TO FINANCE |
| MOVER: | Lucy Evans |
| SECONDER: | David Brummel |

- 9.D. [SM-R-0003-26](#)
Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois and the City of Wood Dale, for the Ward 1 Stormwater Improvements Phase 1 Project, for an agreement not to exceed \$100,000. (FY2026 Water Quality Improvement Grant)

| | |
|------------------|------------------------------|
| RESULT: | APPROVED AND SENT TO FINANCE |
| MOVER: | Edward Tiesenga |
| SECONDER: | Paul Hinterlong |

9.E. [SM-P-0005-26](#)

Recommendation for the approval of an agreement between the County of DuPage and Pizzo & Associates, Ltd., to provide Professional Native Vegetation Management Services, for Stormwater Management, for the period of May 1, 2026 through April 30, 2027, for a contract total amount not to exceed \$100,000; per renewal of RFP #23-021-SWM, third and final optional renewal.

| | |
|------------------|------------------------------|
| RESULT: | APPROVED AND SENT TO FINANCE |
| MOVER: | Paul Hinterlong |
| SECONDER: | Lucy Evans |

9.F. [SM-P-0006-26](#)

Recommendation for the approval of an agreement between the County of DuPage and V3 Construction Company, Ltd., to provide Professional Native Vegetation Management Services, for Stormwater Management, for the period of May 1, 2026 through April 30, 2027, for a contract total amount not to exceed \$125,000; per renewal of RFP #23-021-SWM, third and final renewal.

| | |
|------------------|------------------------------|
| RESULT: | APPROVED AND SENT TO FINANCE |
| MOVER: | Lucy Evans |
| SECONDER: | Andrew Honig |

10. OLD BUSINESS

Member Evans circled back on item SM-P-0002-26 Recommendation for the approval of a contract with Michael Baker International, Inc., for professional engineering services and geospatial programming services for the redevelopment of the County's custom floodplain mapping applications, for Stormwater Management, for the period of March 10, 2026 to November 30, 2027, for a contract total amount not to exceed \$250,000. 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. which was voted on at the March 3rd meeting.

Member Evans noted that she voted no on this item and cited her reasons. Chair Zay responded reaffirming the decision to move forward with the contract.

A memo was distributed to the Committee providing additional information on this matter.

Member Eckhoff brought up the Voluntary Flood-Prone Buy Out Program and requested a presentation regarding the process at a future Committee meeting.

[26-1221](#)

DuPage County Stormwater Management's Floodplain Mapping Program

11. NEW BUSINESS

No new business was discussed.

12. ADJOURNMENT

With no further business, the meeting was adjourned at 7:58 AM. Motioned by Member Honig and seconded by Member Hinterlong with all Committee members in favor.



Payment of Claims

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

File #: 26-1358

Agenda Date: 5/5/2026

Agenda #: 6.A.

DUPAGE COUNTY STORMWATER MANAGEMENT
SCHEDULE OF CLAIMS
April-26

| Vendor | Service | Amount |
|------------------------|-----------------------------------|---------------|
| A. Block | Truck Tipping | \$40.00 |
| Elmhurst Stone Company | Concrete | \$80.00 |
| Menards | Hammer | \$29.99 |
| Menards | Extension cords | \$193.80 |
| AT & T | Phone Services | \$161.32 |
| AT & T | Phone Services | \$163.99 |
| AT & T | Phone Services | \$188.60 |
| Brianna Freitag | Reimb. for NCEES | \$100.00 |
| Brianna Freitag | Reimb. for Prof license | \$178.94 |
| Mary Beth Falsey | Reimb. Mileage IWEA Conf. | \$148.63 |
| AT & T | Private network | \$1,900.71 |
| City of Wood Dale | Water/Sewer 301 School St | \$42.41 |
| ComEd | 0 S Irving Park Electric Services | \$52.81 |
| ComEd | 4013 Washington Electric Services | \$54.03 |
| ComEd | 0 E Fanchon Electric services | \$901.78 |
| Oakhurst North | Oakhurst N. Prjct | \$1,570.31 |
| Abbott | tree pruning | \$730.00 |
| Abbott | tree removal | \$2,160.00 |
| CDW-G | LCD battery backup | \$416.92 |
| CDW-G | Router/Rlink | \$894.66 |
| Christopher Burke | Prof Services | \$5,316.15 |
| ComEd | 397 Illini Dr. Electric Services | \$2,154.55 |
| Conserv FS | Straw Blanket | \$70.00 |
| ERA | Prentiss Creek Watershed | \$6,536.95 |
| Grainger | Hose Assembly | \$168.40 |
| Home Depot | Bucket/pipe | \$12.78 |
| Home Depot | Tape measure | \$53.94 |
| Menards | Meeting supplies/food | \$12.00 |
| Menards | Cable | \$49.23 |
| Menards | Meeting supplies/food | \$66.21 |
| Signal 88 | Security services | \$1,240.00 |
| Suburban Door | Key duplicate | \$35.10 |
| Xylem | Quarry clean up | \$2,565.00 |
| CA Short | Award -B. BOROWIAK | \$13.00 |
| USPS | Postage for March 2026 | \$56.66 |
| AT & T | Phone Services | \$57.01 |
| AT & T | Phone Services | \$56.77 |
| AT & T | Long Distance Services | \$50.57 |
| CDW-G | Surge protector | \$59.67 |
| CDW-G | Aruba switch port | \$693.89 |
| Christopher Burke | Prof Services | \$3,340.46 |
| Amazon | Phone car mounts | \$3,897.00 |
| ComEd | 4720 Dumoulin Electric Services | \$97.63 |
| ComEd | 0 S Hagar Electric services | \$71.97 |
| ComEd | 4525 Dumoulin Electric Services | \$94.77 |
| ComEd | 4723 River Dr. Electric Services | \$57.77 |
| ComEd | 0 N School St Electric services | \$1,159.71 |

| | | |
|-------------------------|----------------------------------|-------------|
| ComEd | 701 W Third Electric services | \$38.81 |
| ComEd | 150 N State Electric services | \$242.09 |
| ComEd | 0 N Cnwrr 1e Electric services | \$12,947.89 |
| ComEd | 4525 River Dr. Electric Services | \$52.22 |
| Toshiba | Copier svc - APR 2026 | \$174.65 |
| Toshiba | Copier svc - APR 2026 | \$76.17 |
| Nicor | 301 W School St Natural Gas | \$75.50 |
| Nicor | 800 N River Natural Gas services | \$198.15 |
| HLR | Surveying services | \$3,668.00 |
| ECT | HSPF Hydrology | \$5,040.00 |
| Illinois Tollway | Tollway charges 1/1/26-3/31/26 | \$299.25 |
| Scadacore | Monitoring software | \$360.00 |
| FirstNet AT & T | Wireless Svc- MAR 2026 | \$2,208.56 |
| SCARCE | Prof Services | \$7,083.33 |
| DuPage County PW | 1st Qtr. Labor Charges | \$45,381.00 |
| DuPage County DOT | Fuel charges 12/1/25-2/28/26 | \$609.63 |
| DuPage County DOT | Vehicle repairs 12/1/25-2/28/26 | \$429.35 |
| AT & T | Phone Services | \$85.23 |
| Christopher Burke | Prof Services | \$3,287.45 |
| A Block | Truck Tipping | \$40.00 |
| A Block | Truck Tipping | \$40.00 |
| Conservation Foundation | Water Quality Education | \$7,964.03 |
| Burris Equipment | Chain saw parts | \$135.96 |
| A & W Trailer | Truck pins | \$8.99 |
| Amazon | Power adapter | \$45.00 |
| Contigo Engineering | On-call services | \$962.85 |
| DPCC Support services | catering for 4/21/26 | \$62.90 |
| ECT | HSPF Hydrology | \$2,772.00 |
| ECT | HSPF Hydrology | \$3,276.00 |
| Sherwin-Williams | Paint | \$186.70 |
| Hydraulic Supply | pipes | \$54.28 |
| Midwest Equipment | Truck Lath | \$185.40 |
| Northwest Lawn | Chain saw parts | \$61.98 |
| Menards | various supplies | \$46.43 |
| Martam | Luther High Ridge Flood Relief | \$7,500.00 |
| Home Depot | various supplies | \$57.92 |
| Home Depot | Foam tape | \$18.40 |
| Home Depot | various supplies | \$113.10 |
| Home Depot | various supplies | \$61.20 |
| Home Depot | various supplies | \$64.97 |
| Home Depot | various supplies | \$29.46 |
| Home Depot | refrigerator | \$499.00 |
| Home Depot | various supplies | \$110.52 |
| Home Depot | various supplies | \$100.20 |
| ComEd | 0 E River Electric Services | \$352.96 |
| AT & T | Private network | \$1,935.31 |
| WBK | On-call services | \$1,010.63 |



Staff Report

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

File #: 26-1250

Agenda Date: 5/5/2026

Agenda #: 7.A.



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services

STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

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

SUBJECT: Stormwater Program Update May 2026

DATE: May 5, 2026

Watershed Planning

Prentiss Creek Watershed Plan:

County staff has completed existing condition hydraulic model updates and provided the input data to our consultant. Our consultant is currently reviewing the work completed by County staff and finishing the updates to the existing conditions. 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.

Sawmill Creek Watershed Plan:

County staff are working with our consultant to identify existing problem areas and to develop the existing conditions hydraulic model to represent all current hydraulic structures. The first stakeholder meeting took place on April 29 at the Community Resource Center of Willowbrook from 5:30 pm to 7:30 pm. The meeting was conducted as an in-person, open-house format with a detailed presentation by county staff and our consultant. This first meeting was primarily used to obtain information related to current and existing flooding problems within the watershed. The Sawmill Creek Watershed includes large portions of Willowbrook and Darien, as well as smaller areas of Downers Grove, Burr Ridge, Lemont, and Unincorporated DuPage County.

Facilities/Operations/ Shared Services Projects

Shared Services/Drainage Projects:

Staff is waiting on permits to remove and replace a failing system in unincorporated West Chicago. In addition, staff is evaluating feasibility of a project in unincorporated Lombard. Both of these projects will be constructed by the in-house crew.

The **new** Cost Share Drainage Assistance Program received a total of four (4) applications from DuPage County residents. The three (3) applications recommended by staff were approved by Stormwater Committee at the March 2026 meeting. As such, staff is working with the residents to award the funds. Projects are expected to be completed this year.



Facilities/Operations:

Due to significant rainfall that occurred over a period of several days from Tuesday, April 14th through Saturday, April 18th all the County's major flood control facilities operated except for Fawell Dam. County staff monitored stream elevations and the operation of our facilities over this period to make sure operations went smoothly and were successful to help alleviate the flooding of homes, businesses and roadways in DuPage County. Currently, the Elmhurst Quarry, Spring Creek Reservoir, and Armstrong Park Reservoirs have all been dewatered. Pumping operations to dewater the Wood Dale – Itasca Reservoir are on-going and should be completed soon. 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.

Staff is working with the awarded contractor, Access Limited Construction, to schedule a preconstruction meeting that will kick off the Elmhurst Quarry Highwall Stabilization Project. The scope of the project includes installation of new rock bolts and anchors, along with removal and replacement of netting along the high walls and through the keyway that connects the east and west lobes. Black and Veatch will be assisting the department with oversight of this specialty work.

Water Quality

Staff has been meeting with communities on implementation of the updated Illinois EPA Permit No. ILR40. The permit was reissued last year and requires that our program be updated by August 2026. The reissued permit includes several new requirements involving facility inspections, education and outreach, public participation, illicit discharge detection and elimination, construction site erosion and runoff control, as well as additional tracking, recordkeeping, and reporting provisions.

Outfall monitoring of the Des Plaines River, Fox River, Sawmill Creek, and DuPage River watersheds within the county will begin this month. Since 2008, Stormwater Management has been conducting these inspections on behalf of municipalities to comply with the Illinois EPA Permit No. ILR40 requirements.

Regulatory

Staff capacity remains heavily committed as we continue to prioritize core functions, including permit reviews and processing, pre-application meetings, wetland boundary determinations, and support for waiver communities. At the same time, progress remains steady in other areas, with the ad hoc group continuing to make headway on the Stormwater Ordinance Guidance Document.

ARPA Projects

The contractor for the St. Joseph Creek Condominiums flood gate and flood wall projects is back on site working on punch list items for the project. Installation of five (5) exit staircases and three (3) pumps, final restoration and site cleanup are all expected to be completed in the upcoming weeks. The contractor is expected to demobilize by May 31.

IEPA Section 319 Grant Project

The Winfield Creek/Campus Streambank Stabilization Project broke ground mid-July and reached substantial completion at the end of 2025. The contractor, Semper Fi Landscaping, Inc., will continue to manage the native vegetation and new woody plantings for approximately the next five years.

Upcoming DuPage County Stormwater Management (SWM) Events

| Date | Time | Event | Location | Host Organization | SWM Involvement | Audience | Register/Info |
|-----------|-------------|-------------------------------------|------------------------------|-------------------|-----------------|----------------|---------------------------|
| 5/2/2026 | 9AM-12PM | SCARCE Growin' Green Garden Market | SCARCE | SCARCE | Vendor | General Public | More Info |
| 5/21/2026 | 3:30-6:30PM | Bensenville Public Works Open House | Bensenville Public Works | Bensenville | Vendor | General Public | TBD |
| 6/4/2026 | 3:30-6:30PM | Wood Dale Public Works Open House | Wood Dale Public Works | Wood Dale | Vendor | General Public | TBD |
| 6/6/2026 | 9AM-12PM | Children's Safety Expo | Naperville - Madison Jr High | Sen. Curran | Vendor | General Public | TBD |



Staff Report

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

File #: 26-1251

Agenda Date: 5/5/2026

Agenda #: 7.B.

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DuPage County Stormwater Management News & Updates

DuPage County, Illinois sent this bulletin at 04/27/2026 01:40 PM CDT

April 2026

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DuPage County, SCARCE Celebrate 20 Years of Sustainable Design Challenge



Top Left: SWM Chair Jim Zay listens in on one of 22 presentations brought in for the event. Top Right: Students from Glenbard East share their green building's features with Stormwater Committee Member Andrew Honig. Bottom Right: SWM Chair Jim Zay gives some remarks to all the students during the no-waste luncheon. Bottom Left: The 421 Building Atrium is abuzz with activity as students present their models and judges ask plenty of questions.

SWM and SCARCE reached a momentous milestone recently as they hosted the 20th Sustainable Design Challenge on April 21! Students from all over DuPage County poured into the County Administration Building to present their models of sustainably-designed homes and businesses to judging teams composed of local STEM professionals. In between judging rounds, students also were taken on a tour of green infrastructure practices used through the County campus, seeing real-life examples of the features they put in their models. SWM Committee Chair Jim Zay, who has served as Chair for all 20 years of the Challenge, remarked on the event's history and impressiveness of the students during the zero-waste luncheon at the end of the day. Participating high schools included York Community (Elmhurst), Glenbard East (Lombard), Lake Park (Roselle), Hinsdale Central, and Waubonsie Valley (Aurora). We thank all of the teachers and professionals who have supported the Challenge all these years, and SCARCE for taking on this massive event year after year!

[Read More](#)

City of West Chicago Earns Water Quality Flag

Around Town

There's still plenty of time and opportunities to purchase native plants this season! Natives are a very useful tool for managing stormwater and improving water quality, and you don't need many to see benefits! They are more tolerant to drought conditions and can wick away excess rainfall much better than lawn grass. DuPage Wild Ones has



DuPage SWM Chair Jim Zay, Environmental Chair Saba Haider, and County Board members Melissa Martinez and Greg Schwarze join SCARCE in awarding West Chicago the flags.

SWM and SCARCE awarded the City of West Chicago with both their Water Quality Flag and Earth Flag for their stewardship in creating cleaner water and a healthier environment in their community. Stormwater Committee Chair Jim Zay, Environmental Committee Chair Saba Haider, and SCARCE Founder Kay McKeen, joined by County Board members Melissa Martinez and Greg Schwarze, awarded the city's Environmental Commission with the flags.

[More Info on the Water Quality Flag Program](#)

A Day All About Water at Jay Stream Middle School



Carol Stream Mayor Frank Saverino, SWM Chair Jim Zay, and SCARCE Founder Kay McKeen all welcomed the students to the day's activities, along with staff members from SCARCE, Antunes, and the DuPage Water Commission.

Earlier this month, SWM and SCARCE returned to Jay Stream Middle School in Carol Stream for a full day of water education with the entire 6th grade. SWM Chair Jim Zay, longtime Carol Stream resident, kicked the day off by remarking how important good stormwater management has been to the community. SWM staff members talked about the engineering and construction of the nearby Armstrong Park Reservoirs, and used an interactive floodplain model to demonstrate the benefits of stormwater best management practices. Staff from SCARCE, Antunes, and the DuPage Water Commission held their own sessions on water pollution, stream wildlife, and what students can do at home to protect water quality.

compiled a [thorough list of all the native plant sales](#) happening in the region. Not sure where to start? Our partners at The Conservation Foundation offer free backyard consultations through the [Conservation@Home program](#). They can give you expert advice based on the specific site conditions and help you figure out your yard's possibilities. Get out there and start planting!



The deep roots of native plants like these help to reduce flooding by both absorbing plenty of water and breaking up compacted soil, allowing more rainfall to infiltrate quickly into the water table.

Upcoming Events

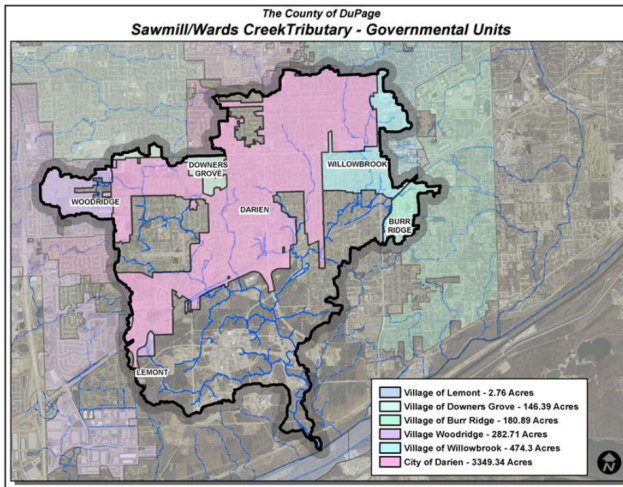
Sawmill Creek Watershed Plan Stakeholder Meeting

Wednesday, April 29, 2026, 5:30 P.M. - 7:30 P.M.

SWM will be hosting our first stakeholder meeting for the Sawmill Creek Watershed Plan in-person at the Willowbrook Community Resource Center located at 825 Midway Drive in the Village of Willowbrook. The meeting will be open to the public, and will include a 30-minute formal presentation starting around 6pm. The rest of the time will be allotted for discussion and questions.

The County is looking to obtain any flooding information within the watershed from all stakeholders and community members. We will discuss the overall schedule, as well as the next steps for the Sawmill Creek Watershed Plan.

Ultimately, DuPage County is looking to create a watershed plan for Sawmill Creek which will outline objects and alternatives to address flooding, drainage, and severe water quality concerns throughout the watershed.



SCARCE Growin' Green Garden Market

Saturday, May 2, 2026, 9:00 A.M. - 1:00 P.M.

Join SCARCE at their annual Growin' Green Garden Market. Since 2014, the garden market has been the premier eco-friendly garden fair in DuPage County, featuring several environmentally conscious vendors and activities, including SWM staff discussing water quality-friendly practices and initiatives. Free to the public, it will be held outdoors at 800 South Rohlwing Road (IL Route 53) in Addison.

[More Info](#)



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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File #: SM-P-0007-26

Agenda Date: 5/5/2026

Agenda #: 7.D.1.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND CONTIGO ENGINEERING, PLLC
FOR ON CALL PROFESSIONAL ENGINEERING SERVICES
(TOTAL CONTRACT: \$70,000)

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

WHEREAS, the COUNTY requires on-call professional engineering services to review stormwater permit applications and their accompanying technical submittals for compliance with the DuPage County Countywide Stormwater and Floodplain Ordinance (DCSFO), to assist the COUNTY with complex technical submittals including advanced hydrology and hydraulics, as requested, to perform field visits to observe existing conditions and to verify as-built conditions when requested by the COUNTY, and to attend, as requested, field or office meetings and document meeting discussions in formats designated by the COUNTY (hereinafter referred to as “PROJECT”); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional engineering services and is willing to perform the required services for an amount not to exceed seventy thousand dollars and no cents (\$70,000.00); and

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

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

WHEREAS, the CONSULTANT acknowledges that it is qualified to meet the requirements of Section 15-127.A.3.a.1, 15-127.A.3.a.2 and Section 15-127.A.3.a.3 of the DuPage County Countywide Stormwater and Flood Plain Ordinance (hereafter “Stormwater Ordinance”) 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 by the DuPage County Board that the attached AGREEMENT between the COUNTY and Contigo Engineering, PLLC is hereby accepted and approved, and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT, by and through the Stormwater Management Department, to Contigo Engineering, PLLC.

Enacted and approved this 12th day of May, 2026 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#: | RFP, BID, QUOTE OR RENEWAL #: | INITIAL TERM WITH RENEWALS: | INITIAL TERM TOTAL COST: \$70,000.00 |
| COMMITTEE: STORMWATER | TARGET COMMITTEE DATE: 05/05/2026 | PROMPT FOR RENEWAL: | CONTRACT TOTAL COST WITH ALL RENEWALS: \$140,000.00 |
| | CURRENT TERM TOTAL COST: \$70,000.00 | MAX LENGTH WITH ALL RENEWALS: TWO YEARS | CURRENT TERM PERIOD: INITIAL TERM |
| <i>Vendor Information</i> | | <i>Department Information</i> | |
| VENDOR: Contigo Engineering | VENDOR #: 43084 | DEPT: Stormwater Management | DEPT CONTACT NAME: Sarah Hunn |
| VENDOR CONTACT: Jenny Lowenstein | VENDOR CONTACT PHONE: [REDACTED] | DEPT CONTACT PHONE #: 630-407-6676 | DEPT CONTACT EMAIL: sarah.hunn@dupagecounty.gov |
| VENDOR CONTACT EMAIL: Jenny.loewenstein@contigoengineering.com | VENDOR WEBSITE: https://www.contigoengineering.com/ | DEPT REQ #: 1600-2614 | |
| <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 engineering services to complete DuPage County Stormwater and Floodplain permit application reviews and inspections on an as needed basis. Contract not to exceed \$70,000.00. The County requires outside consulting services to complete the stormwater permit applications in a timely and effective manner in order to meet review timelines established by the Stormwater Committee and the County Board. | | | |
| JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This contract will be utilized when permit applications peak throughout the year and when outside professional expertise is required in order to meet review timeliness established by the Stormwater Committee and the County Board. | | | |

| 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. Stormwater staff utilized an evaluation team to review and rank a total of 7 firms, taking into consideration the qualifications of the firm, experience of key personnel, and understanding of unique scope of services. Stormwater staff has determined that Contigo is capable of performing the necessary services for the Department. |
| 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 a contract to Contigo a firm with expertise in the field, to assist with the needs of the department. 2) Hire in-house staff to assist current staff with the increased demand due to development. 3) Take no action. This is not recommended, as it is important to complete permit reviews in the timelines agreed upon. |

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: Contigo Engineering | Vendor#: 43084 | Dept: Stormwater Management | Division: |
| Attn: Jenny Loewenstein | Email: | Attn: Sarah Hunn | Email: Sarah.hunn@dupagecounty.gov |
| Address: ██████████ | City: Bartlett | Address: 421 N. County Farm Road | City: Wheaton |
| State: IL | Zip: 60103 | State: IL | Zip: 60187 |
| Phone: ██████████ | Fax: | Phone: 630-407-6676 | Fax: |
| <i>Send Payments To:</i> | | <i>Ship to:</i> | |
| Vendor: same | Vendor#: | Dept: same | Division: |
| Attn: | Email: | Attn: | Email: |
| Address: | City: | Address: | City: |
| State: | Zip: | State: | Zip: |
| Phone: | Fax: | Phone: | Fax: |
| Shipping | | Contract Dates | |
| Payment Terms: PER 50 ILCS 505/1 | FOB: Destination | Contract Start Date (PO25): May 12, 2026 | Contract End Date (PO25): Nov 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 | | Professional Engineering Service for Permitting | FY26 | 1600 | 3000 | 53010 | | 45,000.00 | 45,000.00 |
| 2 | 1 | EA | | Professional Engineering Service for Permitting | FY27 | 1600 | 3000 | 53010 | | 25,000.00 | 25,000.00 |
| <i>FY is required, ensure the correct FY is selected.</i> | | | | | | | | | | Requisition Total | \$ 70,000.00 |

| <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 CONTIGO ENGINEERING, PLLC
FOR PROFESSIONAL ENGINEERING SERVICES**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this twelfth day of May, 2026, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Contigo Engineering, PLLC licensed to do business in the State of Illinois, with offices at [REDACTED], IL 60103; (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 its authority to manage and mitigate the effects of urbanization on stormwater drainage in DuPage County pursuant to Chapter 55, paragraph 5/5-1062.3 is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires on-call professional engineering services (hereinafter referred to as "PROJECT"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional engineering services and is willing to perform the required services for an amount not to exceed seventy thousand dollars and no cents (\$70,000.00); and

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

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

WHEREAS, the CONSULTANT acknowledges that it is qualified to meet the requirements of Section 15-127.A.3.a.1, 15-127.A.3.a.2 and Section 15-127.A.3.a.3 of the DuPage County Countywide Stormwater and Flood Plain Ordinance (hereafter "Stormwater Ordinance") 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 the Stormwater Management Plan. The CONSULTANT acknowledges the necessary oversight to ensure compliance with the Plan 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.
- 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 Management (hereinafter referred to as the "Director"), in the form of a written Notice to Proceed following execution of this 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 Division of Transportation.
- 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 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 26.4 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, 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.

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 \$70,000.00. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.

7.3 For services performed, the COUNTY will pay the CONSULTANT at a 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 Reserved
- 7.3.b If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above.
- 7.4 Direct costs, which are included in the total fees referenced in paragraph 7.3 above, are expenses for supplies and materials to be paid for by the COUNTY for completion of all services that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet (BDE436, marked as Exhibit D) made a part hereof and incorporated herein by reference. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the COUNTY.
- 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. 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 A and 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 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. However, to the fullest extent permitted by law, the Parties expressly agree that Neither Party shall

be liable to the other for any special, incidental, indirect, exemplary or consequential loss, damage, expense or cost (including, without limitation, loss of use, revenue, income, profit, financing, business and/or reputation) arising out of or relating in any way to the Agreement, Services or Project.

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, 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 November 30, 2027.
- (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:

Contigo Engineering, PLLC
[REDACTED]

ATTN: Jenny Lowenstein

Email: jenny.loewenstein@contigoengineering.com

DuPage County Stormwater Management

421 N. County Farm Road

Wheaton, IL 60187

ATTN: Sarah Hunn, PE

Director of Stormwater Management

Phone: 630-407-6676

Email: sarah.hunn@dupagecounty.gov

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30p.m. CST or CDT Monday-Friday); (b) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this

Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

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

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

25.0 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 The CONSULTANT'S key personnel specified in the AGREEMENT (Jason Isherwood, GISP, Project Manager) shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification (Exhibit E) shall include the proposed successor's name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.
- 26.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
- 26.4 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S

personnel. The COUNTY shall have the same rights under Paragraph 26.3, above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the PROJECT.

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

COUNTY OF DuPAGE

CONTIGO ENGINEERING, PLLC

Deborah A. Conroy, Chair
DuPage County Board

Signature

Print Name

Title

ATTEST BY:

ATTEST BY:

Jean Kaczmarek, County Clerk

Signature

Print Name

Title

EXHIBIT A

SCOPE OF WORK

This contract is for on-call services to be assigned, as needed, by the Director. These tasks may include the following:

1. CONSULTANT shall review stormwater permit applications and their accompanying technical submittals for compliance with the DuPage County Countywide Stormwater and Floodplain Ordinance (DCSFO). For each review, the CONSULTANT shall provide a written report to the COUNTY which documents any deficiencies, reflects compliance, and/or expresses a recommendation concerning the technical permit submittal.
2. CONSULTANT shall assist the COUNTY with complex technical submittals including advanced hydrology and hydraulics, as requested.
3. CONSULTANT shall perform field visits for certain permit applications to observe existing conditions and to verify as-built conditions, when requested by the COUNTY.
4. CONSULTANT shall attend, as requested, field or office meetings. CONSULTANT shall document meeting discussions in formats designated by the COUNTY.
5. CONSULTANT shall submit all required deliverables, as listed in EXHIBIT B, in accordance with the PROJECT timeline set forth by the COUNTY.

EXHIBIT B

DELIVERABLES

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

The following list is indicative of the deliverables that may be requested by the COUNTY under the terms of this AGREEMENT. The nature of the CONSULTANT'S assignments will determine which deliverables may be required or requested by County staff. The deliverables may include:

1. A written report to the COUNTY which documents any deficiencies, reflects compliance, and/or expresses a recommendation concerning each complex technical permit submittal. The typical turnaround time for these reports shall be 15 business days from the time of request by the COUNTY. The typical turnaround time for assignments involving hydrologic/hydraulic modeling review shall be 20 business days from the time of request by the COUNTY.
2. Written documentation of the discussions for each requested field or office meeting attended by the CONSULTANT.
3. Such additional materials as requested by the COUNTY, consistent with the CONSULTANT'S assignments under this Agreement.

EXHIBIT C

DUPAGE COUNTY STORMWATER MANAGEMENT
Consultant Employee Rate Listing

CONSULTANT: Contigo

PROJECT: On-Call Professional Engineering Permit Reviews

Base hourly rates have been multiplied by 2.8 for billing rates:



EXHIBIT

SCHEDULE OF FEES AND HOURLY RATES FOR CONSULTANT'S STAFF

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

Contigo Engineering, PLLC
STANDARD 2.8 MULTIPLIER CHARGES FOR PROFESSIONAL SERVICES

| Labor Classification | Calendar Year 2026 | | Calendar Year 2027 | |
|-------------------------|--------------------|-----------|--------------------|-----------|
| | Min. Rate | Max. Rate | Min. Rate | Max. Rate |
| Principal Engineer | \$ 190.40 | \$ 214.90 | \$ 196.11 | \$ 221.35 |
| Project Manager | \$ 149.10 | \$ 168.00 | \$ 153.57 | \$ 173.04 |
| Senior Project Engineer | \$ 119.00 | \$ 137.20 | \$ 122.57 | \$ 141.32 |
| Project Engineer | \$ 104.30 | \$ 119.00 | \$ 107.43 | \$ 122.57 |
| Design Engineer | \$ 102.20 | \$ 107.80 | \$ 105.27 | \$ 111.03 |
| Technician | \$ 92.40 | \$ 105.70 | \$ 95.17 | \$ 108.87 |
| GIS Specialist | \$ 106.40 | \$ 120.40 | \$ 109.59 | \$ 124.01 |
| Administrative | \$ 82.60 | \$ 95.20 | \$ 85.08 | \$ 98.06 |
| QA/QC Support | \$ 103.60 | \$ 119.00 | \$ 106.71 | \$ 122.57 |

EXHIBIT C

DUPAGE COUNTY STORMWATER MANAGEMENT
Sub-Consultant Employee Rate Listing

CONSULTANT: A3E

PROJECT: On-Call Professional Engineering Permit Reviews

Base hourly rates have been multiplied by 2.8 for billing rates:



**2026 Environmental
Fee Schedule**

A3 Environmental Consultants
3030 Warrenville Rd, Suite 418
Lisle, IL 60532
T: 888.405.1742 | A3E.com

| Description | Unit | 2.8 Multiplier Range |
|---|------|----------------------|
| Principal/Corporate Consultant | Hour | \$ 166.92 - \$175.27 |
| Director of Environmental Services/Operations | Hour | \$ 161.54 - \$169.61 |
| Senior Project Manager | Hour | \$ 124.79 - \$131.03 |
| CADD/GIS Manager | Hour | \$ 113.08 - \$118.73 |
| Project Manager | Hour | \$ 94.98 - \$ 99.73 |
| Staff Scientist | Hour | \$ 90.82 - \$ 95.36 |
| Associate Ecologist | Hour | \$ 85.34 - \$ 89.61 |
| Ecological Restoration Technician | Hour | \$ 67.20 - \$ 70.56 |
| CADD/GIS | Hour | \$ 81.11 - \$ 85.17 |
| Project Coordinator/Clerical/Admin | Hour | \$ 86.66 - \$ 90.99 |
| Senior Administrator | Hour | \$ 102.48 - \$107.60 |

EXHIBIT D

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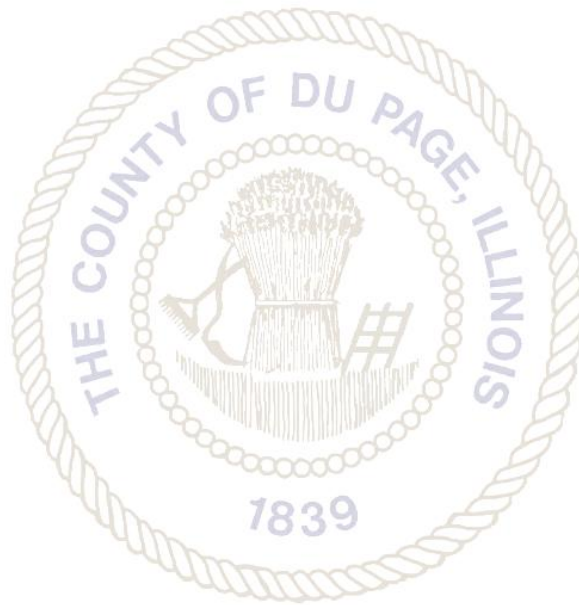


EXHIBIT E

**DU PAGE COUNTY STORMWATER MANAGEMENT
CONSULTANT STAFF CHANGE NOTIFICATION**

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

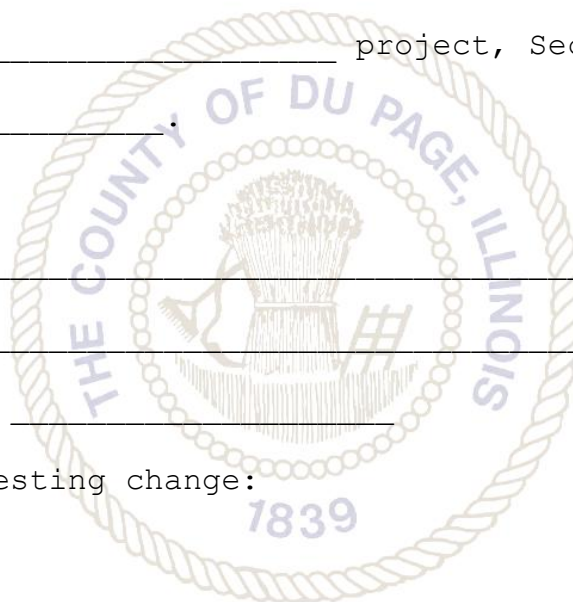
_____ project, Section No.

Position: _____

Person: _____

Effective date: _____

Reason for requesting change:



Proposed Replacement: _____ (attach
resume)

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



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

| | |
|-----------------|---|
| BID NUMBER: | |
| COMPANY NAME: | Contigo Engineering, PLLC |
| CONTACT PERSON: | Jenny Loewenstein |
| CONTACT EMAIL: | jenny.loewenstein@contigoengineering.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 |
|------------|----------------------|---|--------------|-----------|
| Lucy Evans | Jennifer Loewenstein | Cash | \$150.00 | 7/1/2025 |
| | | | | |
| | | | | |

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: Jennifer L. Loewenstein

Signature:  

Title: Owner

Date: 4/16/2026



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

| | |
|-----------------|-----------------------|
| BID NUMBER: | |
| COMPANY NAME: | A3 Environmental, LLC |
| CONTACT PERSON: | Colleen Stull |
| CONTACT EMAIL: | colleen.stull@a3e.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 |
|-----------|-------|---|--------------|-----------|
| | | | | |
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| | | | | |

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 |
|------|-------|-------|
| | | |
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| | | |

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- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
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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: Colleen Stull

Signature: 

Title: Senior Project Manager

Date: April 21, 2026



Action Item

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

File #: 26-1329

Agenda Date: 5/5/2026

Agenda #: 8.B.



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services

STORMWATER MANAGEMENT

To: Stormwater Management Committee
From: Mary Beth Falsey, Stormwater Management
Subject: Upper West Branch DuPage River Watershed-Based Plan (Water Quality)
Date: April 21, 2026

Action Requested: Staff is requesting approval for a 30-day public comment period for the Upper West Branch DuPage Watershed-Based Plan (Water Quality)

DuPage County received funding assistance from the Illinois Environmental Protection Agency through the 604(b) Water Quality Management Grant Program for the creation of a Watershed-Based Plan for the Upper West Branch DuPage River. As part of the watershed planning process, the draft Upper West Branch Watershed-Based Plan is posted for public viewing and comment. The document is available in the Stormwater Management offices or at:

https://www.dupagecounty.gov/government/departments/stormwater_management/water_quality/upper_west_branch_plan_comment_portal.php

By including stakeholder projects in an IEPA approved Watershed Plan, these projects are more eligible for funding under the 319 grant program.





File #: TE-P-0008-26

Agenda Date: 5/5/2026

Agenda #: 7.E.1.

AWARDING RESOLUTION TO
ACCELA, INC.
FOR THE ANNUAL SUBSCRIPTION FOR
VELOSIMO CONNECT ENTERPRISE FOR BLUEBEAM
FOR BUILDING AND ZONING, STORMWATER MANAGEMENT,
DIVISION OF TRANSPORTATION AND PUBLIC WORKS
(CONTRACT AMOUNT: \$34,720.81)

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

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract purchase order to Accela, Inc., for the annual subscription service for Accela Velosimo Connect Enterprise for Bluebeam, for Building & Zoning, Stormwater, Division of Transportation, and Public Works.

NOW, THEREFORE, BE IT RESOLVED, that County contract covering said, for the annual subscription service for Accela Velosimo Connect Enterprise for Bluebeam, for the period June 23, 2026 through June 22, 2027, for Building & Zoning, Stormwater, Division of Transportation, and Public Works, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Department to Accela, Inc., 2633 Camino Ramon, Suite 500, San Ramon, CA 94583, for a contract total amount not to exceed \$34,720.81.

Enacted and approved this 12th day of May, 2026 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#: 26-1196 | RFP, BID, QUOTE OR RENEWAL #: Q-36996 | INITIAL TERM WITH RENEWALS: OTHER | INITIAL TERM TOTAL COST: \$34,720.81 |
| COMMITTEE: TECHNOLOGY | TARGET COMMITTEE DATE: 05/05/2026 | PROMPT FOR RENEWAL: 3 MONTHS | CONTRACT TOTAL COST WITH ALL RENEWALS: \$34,720.81 |
| | CURRENT TERM TOTAL COST: \$34,720.81 | MAX LENGTH WITH ALL RENEWALS: ONE YEAR | CURRENT TERM PERIOD: INITIAL TERM |
| <i>Vendor Information</i> | | <i>Department Information</i> | |
| VENDOR: Accela Inc. | VENDOR #: 23818 | DEPT: Building & Zoning | DEPT CONTACT NAME: Jim Stran |
| VENDOR CONTACT: Caitlin Carter | VENDOR CONTACT PHONE: 925-359-3411 | DEPT CONTACT PHONE #: 630-407-6700 | DEPT CONTACT EMAIL: Jim.Stran@dupagecounty.gov |
| VENDOR CONTACT EMAIL: ccarter@accela.com | VENDOR WEBSITE: | DEPT REQ #: | |
| <i>Overview</i> | | | |
| DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). One (1) year subscription service for Velosimo Connect Enterprise for Bluebeam and five (5) year subscription service for Accela Citizen Access and Civic Platform for Building & Zoning, Public Works, Stormwater, and Transportation. Contract pursuant to 55 ILCS 5/5-0122 - 'Competitive Bids' (d) IT / Telecom purchases under \$35,000.00. | | | |
| JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This software will provide the necessary bridge to allow plans to be submitted, reviewed and approved by applicants and County Staff, including concurrent reviews by multiple departments. | | | |

| 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. PER 55 ILCS 5/5-1022 'COMPETITIVE BIDS' (D) IT/TELECOM PURCHASES UNDER \$35,000.00 |
| 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: Accela Inc. | Vendor#: 23818 | Dept: IT | Division: |
| Attn: Caitlin Carter | Email: ccarter@accela.com | Attn: Sarah Godzicki | Email: ITAP@dupagecounty.gov |
| Address: 2633 Camino Ramon, Suite 500 | City: San Ramon | Address: 421 N. County Farm Road | City: Wheaton |
| State: TX | Zip: 75320-8298 | State: IL | Zip: 60187 |
| Phone: 925-359-3411 | Fax: | Phone: 630-407-5037 | Fax: |
| <i>Send Payments To:</i> | | <i>Ship to:</i> | |
| Vendor: Accela Inc. | Vendor#: 23818 | Dept: Building & Zoning | Division: |
| Attn: | Email: | Attn: Jim Stran | Email: Jim.Stran@dupagecounty.gov |
| Address: PO VBox 208298 | City: Dallas | Address: 421 N. County Farm Road | City: Wheaton |
| State: TX | Zip: 75320-8298 | State: IL | Zip: 60187 |
| Phone: | Fax: | Phone: 630-407-6700 | Fax: |
| Shipping | | Contract Dates | |
| Payment Terms: PER 50 ILCS 505/1 | FOB: Destination | Contract Start Date (PO25): Jun 23, 2026 | Contract End Date (PO25): Jun 22, 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 | | Accela Velosimo Connect Enterprise for Bluebeam (FY26) | FY26 | 1100 | 2810 | 53807 | | 34,720.81 | 34,720.81 |
| <i>FY is required, ensure the correct FY is selected.</i> | | | | | | | | | | Requisition Total | \$ 34,720.81 |

| <i>Comments</i> | |
|----------------------|--|
| HEADER COMMENTS | Provide comments for P020 and P025. Civic Platform for Building & Zoning, Public Works, Stormwater, and Transportation. |
| SPECIAL INSTRUCTIONS | Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please send PO to Sarah Godzicki and copy when emailing PO to vendor. |
| 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. |



9110 Alcosta Blvd, Suite H #3030
San Ramon, CA, 94583

Proposed by: Conor Redin
Contact Phone:
Contact Email: credin@accela.com
Quote ID: Q-36996
Valid Through: 5/15/2026
Currency: USD

Renewal Order Form

Address Information

Bill To:

DuPage County
421 N. County Farm Road
Wheaton, Illinois, 60187
United States

Ship To:

DuPage County
421 N. County Farm Road
Wheaton, Illinois 60187
United States

Billing Name: Jim Stran
Billing Phone: 6304076700
Billing Email: jim.stran@dupageco.org

| Services | Year | Start Date | End Date | Term (Months) | Price | Qty | Net Total |
|--|--------|------------|------------|---------------|-------------|-----|-------------|
| Velosimo Connect Enterprise for Bluebeam | Year 1 | 06/23/2026 | 06/22/2027 | 12 | \$34,720.81 | 1 | \$34,720.81 |
| TOTAL: | | | | | | | \$34,720.81 |

Pricing Summary

| Period | Net Total |
|--------------|--------------------|
| Year 1 | \$34,720.81 |
| Total | \$34,720.81 |

Renewal Terms/Information:

- Notwithstanding anything to the contrary, this Order Form is governed by the terms and conditions in the (1) Accela Subscription Services Agreement, dated June 16, 2025, as thereafter amended (where applicable) for Subscription Services, (2) Enhanced Reporting Database (ERD) Policy at [Accela Terms](#) for ERD, and (3) Managed Application Services (MAS) Policy at [Accela Terms](#) for MAS (collectively, the "Agreement").
- No additional or conflicting terms or conditions stated in Customer's order documentation, including, without limitation, purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null and void.
- For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.
- Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not

listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase.

5. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.
6. Pricing is based upon payment by ACH and check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.
7. Customer may purchase additional licenses at the same price and for the same term as the licenses in this Order Form. Additional licenses purchased in this way will have the same annual price applicable for the purchase period and will have the same uplift and term dates as Customer's existing licenses.
8. Use of Velosimo products is subject to the applicable terms and conditions provided at [Velosimo](#).
9. The necessary access URL and credentials will be provided to allow the Customer and its Authorized Users access to the subscription service.

| Signatures | |
|--------------|-----------------------------|
| Accela, Inc. | Customer |
| Signature: | Signature: |
| Print Name: | Print Name: Richard Burnson |
| Title: | Title: Deputy CIO |
| Date: | Date: |



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

| | |
|-----------------|--------------------|
| BID NUMBER: | |
| COMPANY NAME: | Accela, Inc. |
| CONTACT PERSON: | Accela Legal |
| CONTACT EMAIL: | notices@accela.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 |
|-----------|-------|---|--------------|-----------|
| | | | | |
| | | | | |
| | | | | |

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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 |
|------|-------|-------|
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| | | |

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:

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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.

Signature on File

Printed Name: Michael E Gigliello

Signature: _____

Title: Controller

Date: Mar-16-2026



Presentation

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

File #: 26-1422

Agenda Date: 5/6/2026

Agenda #: 10.A.



DUPAGECOUNTY

STORMWATER MANAGEMENT



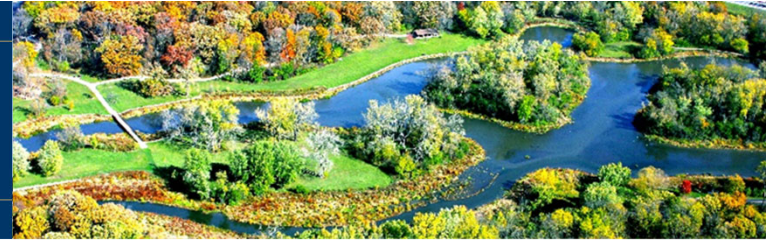
Flood Prone Property Buy Out Program

Director – Sarah Hunn, P.E.

Jack T. Knuepfer Administration Building, 421 N. County Farm Road, Wheaton, IL 60187

(630) 407-6700 • www.dupagecounty.gov/swm

Stormwater Management



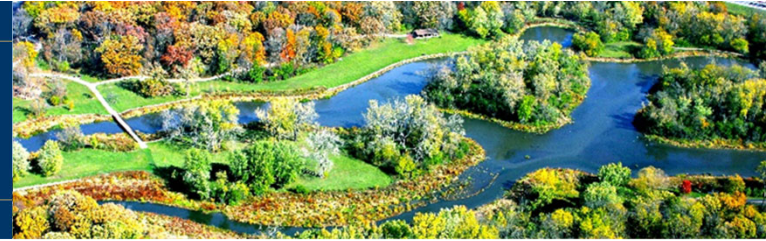
Voluntary Flood-Prone Buyout Program

The DuPage County Voluntary Buyout Program provides eligible homeowners that are subject to severe damage from flooding the opportunity to sell their homes at its fair market value.

History

- DuPage County has purchased over 130 residential properties since 1996
 - After severe flooding in 1996, Stormwater and FEMA completed the acquisition of an additional 49 flood-prone homes in the Valley View subdivision along the East Branch DuPage River.
 - From 2016–2018, Stormwater purchased 30 homes using federal grant (FEMA & HUD) dollars as part of the Voluntary Buyout Program.
 - Miscellaneous Acquisitions for projects or various grant opportunities make up the remaining

Stormwater Management



Program Eligibility

The Voluntary Buyout Program is a countywide program in which structures not protected by capital improvements projects in approved watershed plans may be eligible for buyout by DuPage County Stormwater Management. A structure may be eligible if one or more conditions are met:

- It is subject to flooding depths of one foot above the low entry elevation for any one historic event;
- It is subject to flooding depths of one-half foot for any two historic flood events;
- Is designated a FEMA repetitive loss structure.
- Other factors may be considered such as:
 - Documented flood losses based on photographs and/or insurance claims
 - Testimonial from municipalities
 - Proximity to a floodplain/floodway

The homeowner **must be willing to participate in the program and willing to accept the Fair Market Value of the property as established by a qualified appraiser.

Stormwater Management



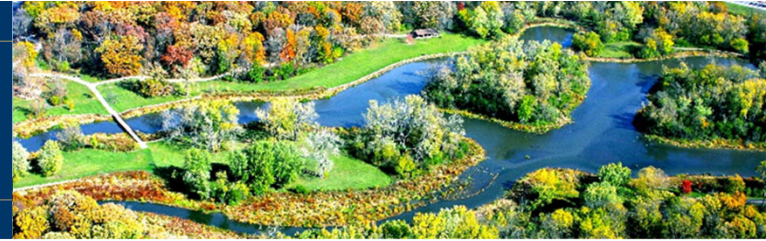
Buy Out Process (Local Funded)

Once a property is determined to be eligible and federal funds become available, the Buyout process can begin. The process and approximate duration of each step are listed below.

1. Evaluation for eligibility & homeowner communication. (1-2 months)
2. Stormwater Committee Approval – Land Acquisition/Executive Session. (1 months)
3. Property appraisal, title search, and environmental survey are completed. (6 months) Once the homeowner accepts the buyout offer, the average time to close is 45 days.
4. Once closing occurs, the structure is demolished, and lot is converted to open space and remains as such in perpetuity. (5-7months)

**The entire buyout process typically takes between 1.5-2 years.

Stormwater Management



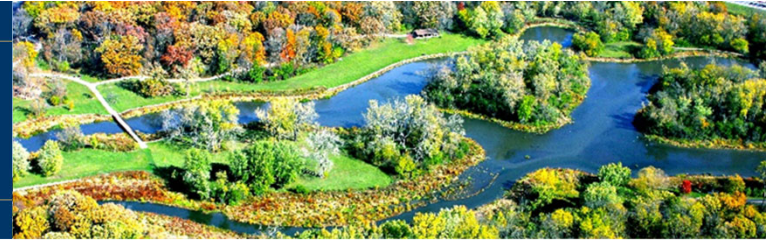
Buy Out Process (Typical Grant Funded 75% Federal)

Once a property is determined to be eligible and federal funds become available, the Buyout process can begin. The process and approximate duration of each step are listed below.

1. An application for assistance is prepared by SWM with input from the community and homeowners with destroyed or severely damaged properties. SWM will have knowledge of the State's priorities and all other special restrictions. (3+ months)
2. The State receives and reviews the application and submits those deemed appropriate to FEMA for approval. FEMA will review the applications to ensure that they follow the rules, are environmentally sound, and are a cost-effective use of funds. (6 months)
3. Upon FEMA approval, grant funding is awarded for the project. (3 months)
4. Property appraisal, title search, and environmental survey are completed. (6 months) Once the homeowner accepts the buyout offer, the average time to close is 45 days.
5. Once closing occurs, the structure is demo'd & converted to open space it remains as such in perpetuity. (5-7months)

**The entire buyout process typically takes between 2-3 years.

Stormwater Management

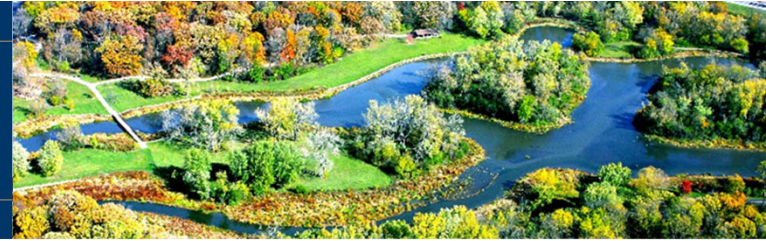


How to Apply

Homeowners can be considered for a Voluntary Buyout once the Buyout Eligibility form is submitted by email or mail. Stormwater staff will respond in writing to confirm or deny eligibility. Only applications filled out by the current homeowner will be considered; third parties are not permitted to apply for a buyout on a homeowner's behalf. To receive a Buyout Eligibility form, please contact us at [630-407-6673](tel:630-407-6673) or stormwatermgmt@dupagecounty.gov.

We are working on a "Formstack" online application that complies with federal accessibility standards.

Stormwater Management



Questions??

Sarah Hunn, P.E., CFM
Director, DuPage County Stormwater