



DU PAGE COUNTY

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

Stormwater Management Committee Final Summary

Tuesday, July 2, 2024

7:30 AM

County Board Room

1. CALL TO ORDER

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

A motion was made Member DeSart and seconded by Member Brummel to allow Member Pojack to participate remotely. Upon a voice vote, the motion passed with all ayes.

Member Tornatore arrived 7:34 AM.

The following County Board Members were in attendance:

- Member Krajewski
- Member Rutledge
- Member Gustin
- Member Childers

2. ROLL CALL

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

3. PUBLIC COMMENT

The following individual offered public comment:
Kay McKeen- SCARCE

The following individuals are record of attendance only:
Bev Jaszczurowski- SCARCE
Catherine Frazen- LWV

4. CHAIRMAN'S REMARKS - CHAIR ZAY

No remarks were offered.

5. APPROVAL OF MINUTES

5. A [24-1702](#)

Stormwater Management Committee Meeting- Regular Meeting- Tuesday, June 4, 2024

RESULT:	APPROVED
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MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

6. CLAIMS REPORTS

6. A [24-1865](#)

Schedule of Claims - June 2024

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

7. BUDGET TRANSFERS

7. A [24-1860](#)

Transfer of funds from 1600-3000-54060 (Drainage System Infrastructure) \$153,224 to 1600-3000-54110 (Equipment and Machinery) \$153,224. Budget transfer is for the purchase of a back up generator, it was removed from the overall project bid to purchase as a stand-alone piece of capital equipment due to excessive lead time for the item for Armstrong Park Improvements.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

7. B [24-1861](#)

Transfer of funds from 1600-3000-54000 (Land/Right of Way) \$40,000 to 1600-3000-54120 (Automotive Equipment) \$40,000. Budget transfer needed for the purchase of County vehicles. Stormwater Management has been working with DOT service garage to ensure the Departments fleet is safe for employee use, several vehicles have been removed from service after recent inspections. Vehicle replacement has been part of the department's long-term budget; however, vehicles have recently been removed from service prior to the 12 years or 150K miles due to rusted/cracked chassis.

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia

8. STAFF REPORTS

8. A [24-1904](#)

2024 July Program and Events Update

Director Hunn and Chair Zay addressed questions/comments from Member DeSart regarding community wish lists for future ARPA projects.

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia

8. B [24-1905](#)

2024 June Currents E-Newsletter

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

9. ACTION ITEMS

9. A [SM-P-0016-24](#)

Recommendation for the approval of a contract with BME Electric Inc., for the purchase of a diesel emergency engine generator for the Armstrong Park Flood Control Facility, for the Stormwater Management Department, for the period of July 9, 2024 through November 30, 2025, for a contract total amount not to exceed \$153,224; per lowest responsible bid # 24-069-SWM.

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

9. B [SM-P-0017-24](#)

Recommendation to enter into an Agreement between the County of DuPage, Illinois and Gasperec Elberts Consulting, LLC, for On-Call Professional Land Surveying Services for hydraulic modeling and floodplain mapping assistance, for Stormwater Management, for the period of July 9, 2024 through November 30, 2025, for a contract total not to exceed \$60,000. Professional Services in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ et seq. vetted through a qualification based selection process (Architects, Engineers and Land Surveyors).

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

9. C [SM-R-0002-24](#)

Recommendation for the approval of an Intergovernmental Agreement between the County of DuPage and York Township Road District for the Luther-High Ridge Flood Mitigation Project. (ARPA item)

RESULT:	APPROVED AT COMMITTEE
MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

9. D [SM-P-0018-24](#)

Recommendation for the approval of a contract with Martam Construction, Inc., for the Luther High Ridge Flood Relief Project, for the Stormwater Management Department, for the period July 9, 2024 through November 30, 2028, for a contract total amount not to exceed \$1,580,699.20; per lowest responsible bid # 24-072-SWM. (PARTIAL ARPA ITEM)

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

9. E [SM-O-0001-24](#)

Ordinance declaring the assignment of easements from the Forest Preserve of DuPage County to the County of DuPage necessary and convenient to the County of DuPage for the Luther-High Ridge Drainage Improvement Project in the High Ridge Forest Preserve.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

9. F [SM-P-0019-24](#)

Recommendation for the approval of an Easement Agreement between the Forest Preserve District of DuPage County and the County of DuPage, for a storm sewer within York/High Ridge Forest Preserve, for a total not to exceed \$41,677.38.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Paul Hinterlong

10. DISCUSSION

10. A FY 2025 Budget

Director Hunn gave an ARPA project update and FY2025 budget presentation. Director Hunn and Chair Zay addressed questions from the Committee following the presentation.

11. OLD BUSINESS

No old business was discussed.

12. NEW BUSINESS

No new business was discussed.

13. ADJOURNMENT

A motion was made by Member Hinterlong and seconded by Member Garcia to adjourn at 8:01 AM. Upon a voice vote, the motion passed with all ayes.



Minutes

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

File #: 24-1702

Agenda Date: 7/2/2024

Agenda #: 5. A



DU PAGE COUNTY

Stormwater Management Committee

Final Summary

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WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, June 4, 2024

7:30 AM

County Board Room

1. CALL TO ORDER

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

A motion was made by Member Brummel and seconded by Member Hinterlong to allow Member Nero and Member Pojack to participate remotely. Upon a voice vote, the motion passed with all ayes.

Member Yusuf arrived at 7:37 AM.

The following County Board Member was in attendance:
Member Gustin

2. ROLL CALL

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

3. PUBLIC COMMENT

The following individual offered public comment:
Kay McKeen- SCARCE

4. CHAIRMAN'S REMARKS - CHAIR ZAY

Chair Zay thanked staff for their hard work during the recent rain event.

5. APPROVAL OF MINUTES

5.A [24-1474](#)

Stormwater Management Committee Meeting- Regular Meeting- Tuesday, May 7, 2024

RESULT:	APPROVED
MOVER:	Lucy Evans
SECONDER:	Paula Garcia

5.B [24-1539](#)

Release of DuPage County Stormwater Committee Executive Session Minutes from Tuesday, May 7, 2024, where all prior executive session minutes were released.

RESULT:	APPROVED
MOVER:	Lucy Evans
SECONDER:	Paula Garcia

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Lucy Evans
SECONDER:	Paula Garcia

6. CLAIMS REPORTS

- 6.A [24-1585](#)
Schedule of Claims - May 2024

RESULT:	APPROVED
MOVER:	Nunzio Pulice
SECONDER:	Paula Garcia

7. STAFF REPORTS

- 7.A [24-1604](#)
2024 June Spill Report

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

- 7.B [24-1616](#)
Annual Report to Illinois Environmental Protection Agency

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

- 7.C [24-1631](#)
2024 May Currents Newsletter

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

- 7.D [24-1623](#)

2024 June Program and Events Update

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

7.E [24-1624](#)
FY2025 Budget Kick Off

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

8. ACTION ITEMS

8.A [24-1511](#)
Village of Downers Grove - PO 7060-0001 SERV - Change order to extend the contract to November 30, 2024, no change in contract amount. (WQIP Grant)

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

8.B [24-1533](#)
Engineering Resource Associates, Inc. - PO 6286-0001 SERV - Change order to update Exhibit C and extend contract to June 30, 2025, no change in contract amount.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

8.C [24-1534](#)
Cemcon, LTD. - PO 6131-0001 SERV - Change order to extend the contract to June 30, 2025, no change in contract amount.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

8.D [24-1579](#)

Robinson Engineering, LTD. - PO 6369-0001 SERV - Change order to update Exhibit C and extend contract to November 30, 2024, no change in contract amount.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

8.E [SM-R-0001-24](#)

Recommendation for the approval of an Intergovernmental Agreement between the County of DuPage and Addison Township Highway Department for Country Club Highlands Phase 2- Drainage Improvement Project.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

8.F [SM-P-0014-24](#)

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois and the Naperville Park District, for the Permeable Pavers at the Community Garden Plots Project, for an agreement not to exceed \$60,000.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Paul Hinterlong

8.G [SM-P-0015-24](#)

Recommendation for the approval of a contract issued to the Farnsworth Group, Inc., for On Call Drainage Professional Engineering Services, for Stormwater Management, for the period of June 11, 2024 through November 30, 2025, for a contract total not to exceed \$60,000. Professional Services in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ et. seq. vetted through a qualification based selection process (Architects, Engineers and Land Surveyors).

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia

SECONDER: Paul Hinterlong

9. INFORMATIONAL9.A [24-1523](#)

Amendment to purchase order 5186-0001 SERV, issued to AEP Energy, Inc., for electric utility supply and management services for the County campus, Public Works, and Stormwater, for Facilities Management, for a change order to extend the contract to August 31, 2024, no change in contract amount.

RESULT: ACCEPTED AND PLACED ON FILE
MOVER: Paula Garcia
SECONDER: Lucy Evans

10. DISCUSSION

10.A FY2025 Budget

Chairman Zay and Director Hunn addressed the Committee about the upcoming FY2025 budget.

11. OLD BUSINESS

No old business was discussed.

12. NEW BUSINESS

No new business was discussed.

13. ADJOURNMENT

A motion was made by Member Garcia and seconded by Member Hinterlong to adjourn at 7:40 AM. Upon a voice vote, the motion passed with all ayes.



Payment of Claims

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

File #: 24-1865

Agenda Date: 7/2/2024

Agenda #: 6. A

DUPAGE COUNTY STORMWATER MANAGEMENT
SCHEDULE OF CLAIMS
Jun-24

Vendor	Service	Amount
FirstNet/ATT	Tablets	\$540.00
FirstNet/ATT	tablet services	\$69.21
FirstNet/ATT	tablet services	\$80.49
Graybar	Electrical products	\$356.14
A. Block Marketing, Inc	Truck Tipping	\$40.00
AT & T	Wireless Services	\$80.57
Home Depot	Rock Salt	\$54.85
Menards	Sand	\$16.76
Hach Company	Test Strips	\$49.95
Conservation Foundation	Water quality services	\$13,309.90
DuPage County DOT	Fuel 1st Qtr. 12/1/23-2/28/24	\$1,343.78
DuPage County DOT	vehicle repairs 1st Qtr. 12/1/23-22/28/24	\$871.25
ERA	Floodplain mapping	\$6,552.70
Strand Associates	On-call Engineering	\$594.44
V3	Lacey Creek Watershed	\$22,677.87
ASFM	CFM Application - Freitag	\$185.00
On Target Wildlife	Beaver trap/removal	\$1,000.00
Robinson Engineering	On-call Drainage	\$1,966.46
Trotter	EQ W Lobe pump rehab	\$2,388.75
WBK Engineering	Armstrong Phone services	\$748.05
Amazon	Various supplies	\$32.33
DuPage County B & Z	grading permit MISC-GRADE-24-000564	\$108.00
Earthwerks	On-call Construction	\$141,538.00
McGuire Woods	Lobbying services	\$2,500.00
Nicor	301 W School St Natural Gas Service	\$51.31
Robinson Engineering	On-call Engineering	\$750.40
A Block	Truck Tipping	\$40.00
Accela	Accela subscription 4 users	\$10,675.29
Alta Equipment	Mower Supplies	\$370.25
AutoZone	Hose Clamps	\$4.84
AutoZone	Return Credit	-\$18.00
AutoZone	Antifreeze/Coolant Cap	\$4.99
AutoZone	Battery	\$178.71
AutoZone	Antifreeze/Coolant Cap	\$25.46
AutoZone	Antifreeze	\$38.19
Comcast	ethernet services	\$381.93
ComEd	Fanchon 1S Electric service	\$356.36
ComEd	0E River Rd. 3N034 Electric service	\$306.47
ComEd	397 Illini Dr. Electric service	\$500.85
ComEd	4013 Washington Electric service	\$32.05
DuPage County PW	gasoline for 2/16/24-5/15/24	\$4,158.02
Northwest Lawn	Chainsaw oil/supplies	\$42.23
Northwest Lawn	Chainsaw oil/supplies	\$19.00
ODP	Headset	\$40.56
ODP	Labels	\$54.74
ODP	Office supply	\$21.86

USPS	postal charges April	\$7.87
AT & T	Phone Services	\$53.74
AT & T	Phone Services	\$78.48
AT & T	Phone Services	\$94.14
AT & T	Phone Services	\$98.09
AT & T	Phone Services	\$89.54
City of Wooddale	Water/Sewer 301 School St	\$42.76
Amazon	iPad case	\$30.98
ISA	Renewal/subscription fee Boyer	\$190.00
Willow brook Ford	Service Maint swm #55	\$1,215.99
ComEd	School St. Electric service	\$958.51
ComEd	OS Irving Park Electric service	\$33.76
CDM Smith	Electrical Improvements	\$20,201.16
Encap	Native Vegetation Mgmt.	\$23,828.00
Encap	Native Vegetation Mgmt.	\$588.95
HLR	Prof. Engineering	\$901.60
IDNR	permit fee for 319 Streambank Stabilization Project	\$3,910.00
SCARCE	Water quality education	\$7,083.33
STATE	Main St. Storage service	\$775.48
STATE	Main St. Storage service	\$347.84
AT & T	Phone Services	\$55.63
AT & T	Long Distance Services	\$46.23
ETP Labs	Sample ID's	\$35.00
JX Truck	Filters	\$260.35
Accela	Renewal/subscription 6/23/24-6/22/25	\$55,851.89
Baxter & Woodman	Storm sewer Mntc BMPs	\$772.80
ComEd	701 W Third St. Electric service	\$22.67
ComEd	4525 River Dr. Electric service	\$42.08
ComEd	4720 Dumoulin Electric service	\$90.56
ComEd	4723 River Dr. Electric service	\$49.33
ComEd	4525 Dumoulin Ave. Electric service	\$82.05
ComEd	150 N Il Rt.83 Electric service	\$132.59
Hanes Geo	Siltworm	\$192.00
V3	Lacey Creek Watershed	\$11,994.28
A&W Trailer	LED Light	\$16.99



Budget Transfer

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

File #: 24-1860

Agenda Date: 7/2/2024

Agenda #: 7. A

DuPage County, Illinois
 BUDGET ADJUSTMENT
 Effective January 22, 2024

STORMWATER MANAGEMENT
 From: Company/Accounting Unit Name

From: 1600
 Company #

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
3000	54060		DRAINAGE SYSTEM INFRASTRUCTURE	\$ 153,224.00	900,258.14	747,034.14	6/20/24	1600-9100
Total				\$ 153,224.00				

STORMWATER MANAGEMENT
 To: Company/Accounting Unit Name

To: 1600
 Company #

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
3000	54110		EQUIPMENT AND MACHINERY	\$ 153,224.00	61,360.00	214,584.00	6/20/24	1600-9100
Total				\$ 153,224.00				

Reason for Request:

Budget transfer is for the purchase of a back up generator it was removed from the overall project bid to purchase as a stand alone piece of capital equipment due to excessive lead time for this item. FOR ARMSTRONG PARK

 Department Head

6/20/2024
 Date

Activity _____
 (optional)

 Chief Financial Officer

Date

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

Finance Department Use Only

Fiscal Year 24 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

SW - 7/2/24
 FIN/CB - 7/9/24

8



Budget Transfer

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

File #: 24-1861

Agenda Date: 7/2/2024

Agenda #: 7. B

DuPage County, Illinois
 BUDGET ADJUSTMENT
 Effective January 22, 2024

From: 1600
 Company #

STORMWATER MANAGEMENT
 From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	8/S Fund
					Prior to Transfer	After Transfer		
3000	54000		LAND/RIGHT OF WAY	\$ 40,000.00	500,000.00	460,000.00	6/20/24	1600-9100
Total				\$ 40,000.00				

To: 1600
 Company #

STORMWATER MANAGEMENT
 To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	8/S Fund
					Prior to Transfer	After Transfer		
3000	54120		AUTOMOTIVE EQUIPMENT	\$ 40,000.00	79,438.50	119,438.50	6/20/24	1600-9100
Total				\$ 40,000.00				

Reason for Request:

Budget transfer needed for the purchase of County vehicles. Stormwater Management has been working with DOT service garage to ensure the Department's fleet is safe for employee use, several vehicles have been removed from service after recent inspections. Vehicle replacement has been part of the department's long-term budget; however, vehicles have recently been removed from service prior to the 12 years or 150K miles due to rusted/cracked chassis.

 Department Head

06.20.24
 Date

 Chief Financial Officer

6/20/24
 Date

Activity _____
 (optional)

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

Finance Department Use Only

Fiscal Year 24 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

SW - 7/2/24
 FIN/CB - 7/9/24



Staff Report

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

File #: 24-1904

Agenda Date: 7/2/2024

Agenda #: 8. A



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services

STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

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

SUBJECT: Stormwater Program Update July 2024

DATE: July 2, 2024

Watershed Planning

Lacey Creek Watershed Plan:

The county consultant working on this plan has completed an analysis of 10 different projects and alternatives to address flooding concerns within the watershed. A specific project at Highland Avenue has been discussed with DuDOT staff, and a preliminary draft plan has been received from the consultant. Initial comments on the draft plan have been provided to the consultant. A revised draft plan will be reviewed by staff in early July.

Facilities/Operations/ Shared Services Projects

Shared Services/Drainage Projects:

Under the drainage program, staff completed a drainage project in unincorporated Downers Grove, including final restoration. The department's in-house crew is also working on additional improvements in unincorporated Glen Ellyn to compliment a project recently completed by the on-call contractor.

The Stormwater Maintenance Crew continues to work on stream blockages as they are reported, along with property maintenance of more than 100 properties managed by the department countywide, including debris cleanup as a result of the June 22nd storms.

Facilities/Operations:

The stormwater flood control facilities continue to be maintained on a regular basis. Staff continues to monitor rainfall forecasts, stream elevations and rainfall gages throughout the County and are prepared to operate our flood control facilities as needed.

Staff is working with two design firms on upgrades to the Armstrong Park Flood Control facility, where an emergency generator will be installed. The generator was bid as a standalone item, while the civil engineering plans and permitting associated with the installation is underway.



Water Quality

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

Work continues on the IL EPA funded Watershed-Based Plan for the north half of the West Branch DuPage River, which includes working with a consultant on an HSPF water quality model. The plan is scheduled to be completed by the end of 2025.

Regulatory

The Regulatory Group is currently experiencing a particularly heavy pre-application load compared to previous years, reflecting an exceptionally busy period for our team. Staff continues to diligently work through permit submittals, ensuring all reviews remain on track.

ARPA Projects

Design of the St. Joseph Creek Condominiums flood gate and flood wall project (FEMA and ARPA funded) is ongoing. The project is located within the Village of Lisle and will provide flood protection to three condominium buildings. An agreement for the project has been approved by the HOA Board and will be placed on a future Stormwater Committee agenda along with the bid award for the project. Staff is awaiting final permits for the project from various regulatory agencies and preparing final documents for bid. The project is expected to be awarded in August.

Design of the Luther/High Ridge Stormwater project located in unincorporated DuPage County within York Township has been completed. A contract to the lowest, responsible bidder (Martam Construction, Inc. is expected to be awarded at the July Stormwater Committee and County Board meetings. An easement agreement with the Forest Preserve District will be implemented to allow for construction to take place within the High Ridge Forest Preserve. Once complete, the project will reduce flooding along Luther Avenue south of Roosevelt Road and address several ponding areas north of Roosevelt Road in unincorporated Lombard.

The Main Street Storage Basin project in Lisle has met substantial completion. Remaining restoration work will include installation of native seed and more than 150 native trees and shrubs.

Additional ARPA projects being overseen by in-house staff are still making progress. The Tamarack Drive drainage project in unincorporated Glen Ellyn has met substantial completion. Country Club Highlands Phase II also began on March 15, 2024, in unincorporated Elmhurst and is expected to be complete in the Summer of 2024. Work completed to date includes sanitary and watermain work in addition to installation of a stormwater storage vault. Work remaining includes additional storm sewer installation and final paving and restoration.

Upcoming DuPage County Stormwater Management (SWM) Events

Date	Time	Event	Location	Host Organization	SWM Involvement	Audience	Register/Info
6/24-26/2024	All Day	Wetland Plant ID Class	TBD	SWM	Host	Professionals	Contact Nick Assell
7/13/2024	10AM-2PM	Bensenville Public Works Open House	Bensenville	Bensenville Public Works	Vendor	General Public	More Info
7/18/2024	5PM-9PM	Westmont Cruisin' Nights	Westmont	Westmont	Vendor	General Public	
7/25-28/2024	All Day	DuPage County Fair STEM-a-Palooza	County Fairgrounds	Fairgrounds	Vendor	General Public	More Info
7/27/2024	11AM-2PM	Conservation@Home DuPage Garden Showcase	Countywide	TCF	Sponsor	General Public	More Info



Staff Report

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
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File #: 24-1905

Agenda Date: 7/2/2024

Agenda #: 8. B

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DuPage County Stormwater Management News & Updates

DuPage County, Illinois sent this bulletin at 06/26/2024 09:01 AM CDT

June 2024

[View this email in your browser](#)



SWM, FPDDC Host Exclusive Tour of Churchill Woods Restoration Project



Participants listen in as SWM Director Sarah Hunn and Wetlands Supervisor Jenna Fahey describe the removal of the dam and wetland restoration within the Churchill Woods Forest Preserve.

Earlier this month, SWM hosted their first-ever public tour of the Churchill Woods Forest Preserve, sharing a new perspective on the popular destination. In 2010, SWM began a project to remove the dam along the East Branch DuPage River and restore the preserve to a more natural state, which meant turning much of the old fishing ponds back into wetlands. In collaboration with the Forest Preserve District of DuPage County and the Conservation Foundation, participants learned directly from SWM staff who had worked on the project over a decade ago! Forest Preserve staff also spoke on the restoration work they continue to this day, much of it with the help of volunteers. The tour was quite successful with lots of great engagement from attendees, and more tours of SWM projects around the County will likely be planned in the future!

DuPage County Receives Upgraded Community Rating System (CRS) Score

DuPage County received a new CRS rating from the Federal Emergency Management Agency (FEMA) this year, which means a bigger discount on flood insurance for unincorporated residents. The Community Rating System program recognizes local floodplain and stormwater management efforts across the country and grades communities on a scale of 1-10. The lower the number, the greater the corresponding cost in flood insurance premiums. DuPage County's rating has gone to a 5 from a 6, the highest rating of all counties in Illinois. This translates to a 25% discount for unincorporated residents. The County received its first CRS rating in 2018, spearheaded by the Building & Zoning Department with assistance from SWM.

[More Info](#)

Main Street Flood Storage Facility in Lisle Nearing Substantial Completion

Around Town

SWM hosted a large production company at the Elmhurst Quarry earlier this month for filming of an undisclosed TV show. SWM supervised the operation the entire day to ensure safety of the cast, crew and Quarry facility. The unique and dramatic landscape of the Quarry make it a popular site for TV and film production, including shows like *Chicago P.D.* and various pilots. We will share details of the show once it releases, so you can catch the Quarry on the big screen!



TV network cast and crew set up a production on the edge of the Elmhurst Quarry.



V3 Construction crew install an asphalt pedestrian path around the Main Street Flood Storage Facility.

The County's fourth major ARPA Project, the Main Street Flood Storage Facility in Lisle, is now one big step away from completion. The low bid contractor V3 Construction Corporation has finished construction of a concrete spillway and pedestrian path around the detention area late last week. Final restoration is all that remains for the project, which will include native plant seeding and the installation of nearly 150 trees and shrubs. The \$2.2 million project is expected to provide over 2.9 million gallons of floodwater capacity to mitigate the effects of flooding along St. Joseph Creek.

Upcoming Events

Bensenville Public Works Open House

Saturday, July 13, 2024, 10:00 A.M. - 2:00 P.M.

Join Bensenville Public Works for a unique experience allowing you to get a behind-the-scenes look at the skills, tools, and equipment required to maintain the village's infrastructure! At this family fun-filled event, you can participate in activities and visit booths about Forestry, Streets, Water, Fleet and Building Services, Wastewater, Stormwater, Engineering, and Emergency Management.

[More Info](#)

DuPage County Fair STEM-a-Palooza

Thursday, July 25 - Sunday, July 28, 2024, All Day

In partnership with SWM, SCARCE is hosting STEM-a-Palooza at the DuPage County Fair!

Check out over 3,700 square feet of fun, hands-on environmental activities and make-and-take crafts that bring science, technology, engineering and math to life. SWM staff will also host an interactive booth for children and adults alike. Located at the DuPage County Fairgrounds (2015 Manchester Rd., Wheaton), access is included with Fair admission

[More Info](#)

Conservation@Home DuPage Garden Tour

Saturday, July 27, 2024, 11:00 A.M. - 2:00 P.M.

What do you get when you cross stunning landscapes with sustainable living? The Conservation Foundation's Conservation@Home Garden Showcase! Join us on this self-guided garden tour and be inspired by our community's beautiful eco-friendly gardens featuring a wide variety of native plants, water-smart gardening techniques, valuable wildlife habitats — even edible gardens! The [Conservation@Home program](#) was developed to help homeowners enhance biodiversity in their own yards which in turn supports our greater ecosystem. Throughout our showcase garden tour, we are specifically featuring DuPage County yards in order to celebrate where the program was born and continues to flourish. Be ready to get motivated to kickstart your own journey towards a greener lifestyle!

Those who register for the showcase will be emailed a detailed map outlining each of our featured yards. You can then choose which gardens you'd like to visit during our designated 11:00am — 2:00pm timeframe.

[Register Here](#)



Stormwater Management Planning Committee

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

David Brummel | Dawn DeSart | Lucy Chang Evans

Grant Eckhoff | Paula Deacon Garcia

Paul Hinterlong | Steve Nero | Chester Pojack

Nunzio Pulice | Sam Tornatore | Asif Yusuf

You are receiving this email because you opted into an email list at www.dupagecounty.gov. Update your subscriptions on your [Subscriber Preferences Page](#). You will need to use your email address to log in. If you have questions or problems with the subscription service, please visit subscriberhelp.govdelivery.com.

Subscribe to updates from DuPage County, Illinois

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Subscribe

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Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0016-24

Agenda Date: 7/2/2024

Agenda #: 9. A

AWARDING RESOLUTION
ISSUED TO BME ELECTRIC, INC.
FOR THE PURCHASE OF A DIESEL EMERGENCY GENERATOR
FOR THE ARMSTRONG PARK FLOOD CONTROL FACILITY
(CONTRACT AMOUNT \$153,224.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Stormwater Management Committee recommends County Board approval for the issuance of a contract to BME Electric, Inc. for the purchase of a diesel emergency generator for the Armstrong Park flood control facility.

NOW, THEREFORE, BE IT RESOLVED that County Contract, covering said, for the Armstrong Park flood control facility, for the Stormwater Management Department, be and it is hereby approved for issuance of a Contract by the Procurement Division, to BME Electric, Inc. 9935 S 76th Ave, Unit A, Bridgeview, IL 60455, for the total contract amount not to exceed \$153,224.00, per lowest responsible Bid # 24-069-SWM.

Enacted and approved this 9th day of July, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: 24-069-SWM	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$153,224.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 07/02/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$153,224.00
	CURRENT TERM TOTAL COST: \$153,224.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: BME Electric, Inc	VENDOR #:	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Melissa Moran	VENDOR CONTACT PHONE: 708-228-3154	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: mjmoran@bmeelectric.net	VENDOR WEBSITE:	DEPT REQ #: 1600-2416	
<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.). \$153,224.00. Purchase of Diesel Emergency Engine Generator for the Armstrong Park Flood Control Facility, \$153,224, per lowest responsible bid #24-069-SWM			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The Armstrong Park Flood Control Facility operates using a series of pumps associated with a control panel in order to provide flood relief to the surrounding communities. During a power outage, these pumps are unable to operate. An emergency diesel engine generator will allow for continuous operation of the facility, including during power loss.			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: BMI Electric, Inc.	Vendor#:	Dept: Stormwater Management	Division:
Attn: Melissa Moran	Email: mjmoran@bmeelectric.net	Attn: Jamie Lock	Email: Jamie.Lock@dupagecounty.gov
Address: 9935 S 76th Ave, Unit A	City: Bridgeview	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60455	State: IL	Zip: 60187
Phone: 708-228-3154	Fax:	Phone:	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): 7/9/2024	Contract End Date (PO25): 11/30/2025

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		Diesel Emergency Engine Generator	FY25	1600	3000	54110		153,224.00	153,224.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 153,224.00

Comments

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

SECTION 8 - BID FORM PRICING

Contractor shall ship all materials F.O.B Destination to Armstrong Park Flood Control Facility, 391 Illini Drive, Carol Stream, IL 60188. Provide pricing per Engineering Plans in Section 7.

NO.	ITEM	UOM	PRICE
1	Diesel emergency engine generator	LS	\$125,793.00
2	Maintenance materials (spare parts)	LS	\$ 811.00
3	Extended warranty	LS	\$524.00
4	Maintenance agreement	LS	\$6,096.00
5	Contingency	LS	\$ 20,000.00
GRAND TOTAL			\$153,224.00
GRAND TOTAL (IN WORDS) One hundred fifty-three thousand, two hundred twenty four and 00/100			

SECTION 9 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X [Redacted] President
(Signature and Title)

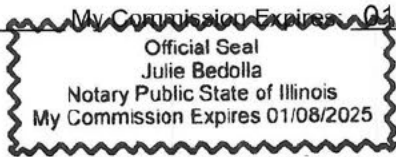


CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 12th day of June AD, 2024

[Redacted] _____
(Notary Public)



SEAL

SECTION 10 - MANDATORY FORM
DIESEL EMERGENCY ENGINE GENERATOR 24-069-SWM
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	BME Electric, Inc		
Main Business Address	9935 S 76th Ave., Unit A		
City, State, Zip Code	Bridgeview, IL 60455		
Telephone Number	(708) 228-3154	Email Address	mjmoran@bmeelectric.net
Bid Contact Person	Melissa Moran		

The undersigned certifies that he is:

- the Owner/Sole Proprietor
 a Member authorized to sign on behalf of the Partnership
 an Officer of the Corporation
 a Member of the Joint Venture

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

Melissa Moran _____ (President or Partner) _____ (Vice-President or Partner)
_____ (Secretary or Partner) _____ (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. 1, _____, _____, and _____ issued thereto.

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

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

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

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

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

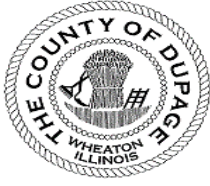
Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Ronald Moran	NAME	Melissa Moran
CONTACT	708-228-3154	CONTACT	708-670-5014
ADDRESS	9935 S 76th Ave., Unit A	ADDRESS	9935 S 76th Ave., Unit A
CITY ST ZIP	Bridgeview, IL 60455	CITY ST ZIP	Bridgeview, IL 60455
TX		TX	
FX		FX	
EMAIL	rmoran@bmeelectric.net	EMAIL	mjmoran@bmeelectric.net
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Stormwater Management 421 North County Farm Road Wheaton, IL 60187 StormWaterMgmt@dupagecounty.gov TX: (630) 407-6698		Armstrong Park Flood Control Facility 391 Illini Drive Carol Stream, IL 60188	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED AND INSTALLED
 (FREIGHT INCLUDED IN PRICE)



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 DIESEL EMERGENCY ENGINE GENERATOR 24-069-SWM
 BID TABULATION



NO.	ITEM	UOM	BME Electric, Inc	Interstate Energy Systems	Cummins, Inc
			PRICE	PRICE	PRICE
1	Diesel Emergency Engine Generator	LS	\$ 125,793.00	\$ 139,500.00	\$ 163,395.00
2	Maintenance Materials (Spare Parts)	LS	\$ 811.00	\$ 750.00	\$ 1,375.00
3	Extended Warranty	LS	\$ 524.00	\$ 3,000.00	\$ 8,245.00
4	Maintenance Agreement	LS	\$ 6,096.00	\$ 17,250.00	\$ 11,870.00
5	Contingency		\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
GRAND TOTAL			\$ 153,224.00	\$ 180,500.00	\$ 204,885.00

NOTES

1. Interstate Energy Systems' corrected Grand Total is \$180,500.00.

Bid Opening 06/11/2024 @ 2:30 PM	NE, HR
Invitations Sent	148
Total Vendors Requesting Documents	3
Total Bid Responses	3



Required Vendor Ethics Disclosure Statement

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

Date: 6/12/24

Bid/Contract/PO #: _____

Company Name: BME Electric, Inc	Company Contact: Melissa Moran
Contact Phone: 708-670-5014	Contact Email: mjmoran@bmeelectric.net

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

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

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

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

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

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

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

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

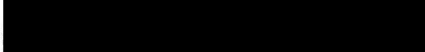
Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

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

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

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

Authorized Signature 

Printed Name Melissa Moran

Title President

Date 6/12/2024

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



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0017-24

Agenda Date: 7/2/2024

Agenda #: 9. B

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND GASPEREC ELBERTS CONSULTING, LLC.
FOR PROFESSIONAL LAND SURVEYING SERVICES FOR
HYDRAULIC MODELING AND FLOODPLAIN MAPPING ASSISTANCE

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to develop watershed plans, undertake measures to control and protect against flooding, manage stormwater and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

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

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

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

WHEREAS, GASPEREC ELBERTS CONSULTING, LLC ("CONSULTANT") has experience and expertise in this area and is in the business of providing such professional land surveying services and is willing to perform the required services for an amount not to exceed Sixty thousand dollars and no cents (\$60,000.00); and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Gasperec Elberts Consulting, LLC. is hereby accepted and approved in an amount not to exceed sixty thousand dollars and zero cents (\$60,000.00) and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Gasperec Elberts Consulting, LLC. Attn: Megan Elberts, 1401 Branding Avenue, Suite 230, Downers Grove, IL 60515; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 9th day of July, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-1839	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$60,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE:	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$60,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: GASPEREC ELBERTS CONSULTING	VENDOR #: 32366	DEPT: Stormwater	DEPT CONTACT NAME: Christine Klepp
VENDOR CONTACT: Megan Elberts	VENDOR CONTACT PHONE: 847-868-1833	DEPT CONTACT PHONE #: 630-407-6708	DEPT CONTACT EMAIL: klepp@dupagecounty.gov
VENDOR CONTACT EMAIL: melberts@geconsultllc.com	VENDOR WEBSITE: geconsultllc.com	DEPT REQ #: 1600-2415	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional Services Agreement with GASPEREC ELBERTS CONSULTING for \$60,000.00 to provide professional surveying services for various watersheds throughout DuPage County.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Several first-time watershed models need to be developed to further support the County's watershed planning and floodplain mapping programs. The hydraulic models require in field stream surveys that include cross section data, hydraulic structure data and high-water mark data in order to develop hydraulic models of the County's watersheds. Other survey needs will be determined on an as-needed basis.			

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

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source. Stormwater Management selected GASPEREC ELBERTS CONSULTING in accordance with the Professional Services Selection Process found in Section 2-353 (1) (a) of the DuPage County Procurement Ordinance. Five firms submitted Statements of Interest. A selection team reviewed each proposal ranking each firm on certain selection criteria.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Approve contract as requested. Consultant was selected using the County's selection process. Consultant is well qualified to perform the services requested. 2. Hire a different consultant. All vetting and selection procedures were followed making this option unnecessary. 3. Do not approve the contract. This option is not recommended since it is an important part of the Department's goals and mission to remap the floodplains in DuPage County.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: GASPEREC ELBERTS CONSULTING	Vendor#: 32366	Dept: Stormwater	Division:
Attn: Megan Elberts	Email: melberts@geconsultllc.com	Attn: Christine Klepp	Email: klepp@dupagecounty.gov
Address: 1401 Branding Avenue	City: Downers Grove	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State:	Zip:
Phone: 847-868-1833	Fax:	Phone: 630-407-6708	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: GASPEREC ELBERTS CONSULTING	Vendor#: 32366	Dept: same	Division:
Attn: Megan Elberts	Email: melberts@geconsultllc.com	Attn:	Email:
Address: 1401 Branding Avenue	City: Downers Grove	Address:	City:
State: IL	Zip: 60515	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): July 9, 2024	Contract End Date (PO25): Nov 30, 2025

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Surveying Services	FY24	1600	3000	53010		20,000.00	20,000.00
2	1	EA		Surveying Services	FY25	1600	3000	53010		40,000.00	40,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 60,000.00

<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 GASPEREC ELBERTS CONSULTING, LLC.
FOR PROFESSIONAL LAND SURVEYING SERVICES FOR
HYDRAULIC MODELING AND FLOODPLAIN MAPPING ASSISTANCE

This Professional Service Agreement (“AGREEMENT”), is made this 9th day of July, 2024, between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and GASPEREC ELBERTS CONSULTING, LLC., licensed to do business in the State of Illinois, with offices at 1401 Branding Avenue, Suite 230, Downers Grove, IL 60515; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

R E C I T A L S

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to develop watershed plans, undertake measures to control and protect against flooding, manage stormwater and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

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

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

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

WHEREAS, GASPEREC ELBERTS CONSULTING, LLC (“CONSULTANT”) has experience and expertise in this area and is in the business of providing such

professional land surveying services and is willing to perform the required services for an amount not to exceed Sixty thousand dollars and no cents (\$60,000.00); and

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

1.0 INCORPORATION AND CONSTRUCTION.

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

2.0 SCOPE OF SERVICES.

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Services specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall provide the services set forth in said exhibit for the compensation set forth in Paragraph 7.2, below, unless otherwise modified.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Services, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its vendors/sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT's employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law

which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

- 2.4 Any assignments or services to be performed by professionals under this AGREEMENT shall be performed and, or, supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

3.0 NOTICE TO PROCEED.

- 3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Director of the Stormwater Management Department (hereinafter referred to as the "Director"), or his/her designee, in the form of a written notice to proceed following execution of the AGREEMENT by the appropriate County official.
- 3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 7.1, 8.2, 8.3., 15.3 and 21.2.
- 3.3 The CONSULTANT shall not perform additional services related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed by the Director or his designee. The CONSULTANT may continue the services on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS AND SUB-CONSULTANTS.

- 4.1 The prior written approval of the COUNTY, through the person designated in Paragraph 3.1 above, shall be required before CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services included within the Scope of Services. COUNTY approval of sub-consultant(s) includes approval of any changes to fee schedule (Exhibit C) as referenced in this AGREEMENT.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT, and the CONSULTANT shall be solely responsible for any and all services performed by said sub-consultant(s) in the same manner and with the same liability as if the sub-consultant's services were performed by the CONSULTANT under this AGREEMENT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any services or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of

Sections 8.0 and 13.0 and Paragraphs 7.9 and 24.4 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in COUNTY-ordered tasks or services. The CONSULTANT shall further require every sub-consultant hired for the performance of any services or activity in connection to this AGREEMENT to agree and covenant to indemnify, and hold harmless the COUNTY (and the COUNTY'S officials, officers, employees, and agents) to the same extent the CONSULTANT is required to do so pursuant to Section 9.0 of this AGREEMENT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence services within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any services performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in the Scope of Services, 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 the services required hereunder shall be completed by November 30, 2025, unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the services by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT.

6.0 DELIVERABLES.

- 6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or within fourteen (14) days following a notice of termination, or when the Director directs, the deliverables specified in Exhibit "B" of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

7.0 COMPENSATION.

- 7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall only pay the CONSULTANT for "on-call" services when such services have been ordered by the COUNTY in writing. The

COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

- 7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed Sixty thousand dollars and no cents (\$60,000.00). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do 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. The CONSULTANT may charge the COUNTY for direct expenses incurred during such work.
- 7.3 For work performed, the COUNTY shall pay at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT’s staff and/or the fee schedule(s) as incorporated herein. The multiplier includes the CONSULTANT’s cost of overhead, profit and incidental costs. A schedule of the hourly rates for CONSULTANT’s staff, and approved sub-consultant’s technical or professional staff, identified by position or assignment, is attached and incorporated hereto as Exhibit “C.” The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from “Exhibit C” which will be subject to approval by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated herein. The COUNTY retains the authority to limit the maximum rate per classification for any additions to classifications listed on Exhibit C, including Exhibit C for approved sub-consultant(s), when invoices are submitted for the approved services.
- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all services defined in Exhibit "A". For direct expenses, including supplies, materials, photocopying, postage/shipping, computer, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.
 - 7.4.a For all direct expenses costing more than \$25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant’s sub-consultant(s) indicating the price(s) paid by CONSULTANT for such expensed materials and/or items.
 - 7.4.b CONSULTANT shall not include computer and vehicle charges (including mileage) as direct expenses.
- 7.5 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly

basis, and no later than sixty (60) days following completion of the services being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. When requested by the COUNTY as a condition of Federal or State assistance and, or, reimbursement, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

- 7.6 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure CONSULTANT's full performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly. The County shall otherwise pay CONSULTANT in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.), except as superseded by any term of this AGREEMENT.
- 7.7 Following the CONSULTANT's satisfactory completion of all services specified in Exhibit "A," and upon receipt, review and acceptance of all deliverables specified in Exhibit "B," the COUNTY shall make its final payment to the CONSULTANT, including payment of any retainage held back pursuant to Paragraph 7.6 above.
- 7.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the services invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.
- 7.9 Invoices containing charges for services subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. If the scope of services for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the

specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor website at <http://www.state.il.us/agency/idol/> or calling (312) 793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the services in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor website, satisfies the notification of revisions by the COUNTY to the CONSULTANT, pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultant(s) of the revised rates of wages.

8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

8.1.a **Worker's Compensation Insurance** in the statutory amounts.

8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o Director, Stormwater Management Department, its' officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage Director, Stormwater Management Department, its' officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional**

insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.

- 8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.
- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all services in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of services 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 services under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.
- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the

CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the “Who is Insured” pages of the excess/umbrella policy wording such as “Any other person or organization you have agreed in a written contract to provide additional insurance” or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

- 8.4 The CONSULTANT shall require that all approved sub-consultants performing services under this AGREEMENT, including anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT, to maintain the same insurance required of the CONSULTANT, and, further, which names the COUNTY as an additional insured on a primary and non-contributory basis in the same coverage types and same coverage amounts as the CONSULTANT is required to maintain per Section 8.1. The CONSULTANT shall keep on file evidence of its sub-consultant’s insurance certificates at all times and shall produce same to the COUNTY upon demand.
- 8.5 CONSULTANT’S insurance required by Paragraphs 8.1.c and d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: “The County of DuPage, its officers and employees are named as additional insureds as defined in the [Commercial (Comprehensive) General Liability Insurance policy and/or Commercial (Comprehensive) Automobile Liability Insurance policy, as applicable] with respect to claims arising from CONSULTANT’S performance under this AGREEMENT.”

9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including reasonable costs, fees and expenses of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or directly connected with, the CONSULTANT'S, or its sub-consultant’s, negligent or willful misconduct, errors or omissions in its, or their, performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this

paragraph or paragraph 9.1, must be the State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT'S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1, et seq.) or otherwise available to it, or the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S, and subconsultant(s), standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY meeting the quality and standards commonly provided by similar professional firms practicing in DuPage County, Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of services for which this CONSULTANT has been engaged, the CONSULTANT'S services, and its sub-consultant's, 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 services, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional services as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.
- 10.4 Acceptance of the services shall not relieve the CONSULTANT of the responsibility for the quality of its services, nor its liability for loss or

damage resulting from any errors, omissions, or negligent or willful misconduct by the CONSULTANT or its sub-consultant(s).

11.0 BREACH OF CONTRACT

11.1 In the event of any breach of contract, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach. The breaching party shall be allowed a reasonable opportunity to cure the breach. A Party's failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1, below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. A breach of any covenant or term of this AGREEMENT by one of the CONSULTANT'S sub-consultant(s) shall be deemed a breach by the CONSULTANT.

12.0 OWNERSHIP OF DOCUMENTS.

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

than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

- 13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, et seq., and with all rules and regulations established by the Department of Human Rights.
- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3); and further certifies that it has not been barred from public contracting under any Federal statute or regulation. The CONSULTANT agrees that it shall not use any sub-consultant that has been barred from being awarded a public contract, or subcontract, under Illinois or Federal law to perform services under this AGREEMENT.
- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which

would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT.

- 14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.
- 14.2 The CONSULTANT acknowledges receipt of a copy of the DuPage County Procurement Ordinance, which is hereby incorporated into this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes to the Scope of Services or compensation in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT.

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
 - (a) The early termination of this AGREEMENT in accordance with the terms of Section 16.0, or
 - (b) The expiration of this AGREEMENT on November 30, 2025, or to a new date agreed upon by the parties.
 - (c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2025.
- 15.2 The CONSULTANT shall not perform any services under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT, or during a provisional extension period. The COUNTY is not liable and will not pay the CONSULTANT for any services performed after the AGREEMENT'S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for services satisfactorily performed prior to the AGREEMENT'S termination, or expiration, and delivered in accord with Paragraph 6.1, above.
- 15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 14.1, above.

16.0 TERMINATION

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

17.0 ENTIRE AGREEMENT.

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

18.0 ASSIGNMENT.

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

19.0 SEVERABILITY.

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

20.0 GOVERNING LAW.

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

21.0 NOTICES.

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

GASPEREC ELBERTS CONSULTING, LLC.
1401 Branding Avenue, Suite 230
Downers Grove, IL 60515
ATTN: Megan Elberts

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

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

- 21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (b) served by

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

23.0 FORCE MAJEURE.

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

24.0 QUALIFICATIONS

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

24.2 Reserved.

24.3 Failure of the CONSULTANT to use qualified personnel to perform technical or professional service for any task, assignment or project related to this AGREEMENT shall be sufficient cause for the COUNTY to deny

payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.

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

25.0 ACCESS TO PROPERTY.

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

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

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

COUNTY OF DUPAGE

GASPEREC ELBERTS
CONSULTING, LLC.

BY: _____
DEBORAH A. CONROY
CHAIR

BY: 

ATTEST:

BY: _____
JEAN KACZMAREK
COUNTY CLERK

ATTEST:

BY: _____
NAME: Megan Elberts, PE
TITLE: Principal



EXHIBIT A: SCOPE OF SERVICES

DuPage County Stormwater Management selected Gasperec Elberts Consulting to provide professional land surveying services to support DuPage County's floodplain and watershed mapping activities. Typical tasks may include stream cross-section data, hydraulic structure data (bridges, culverts and storm sewers) and high-water mark data. The data collected will be used to update hydraulic models and high-water mark surveys will be used for the verification of hydraulic models. Services will be on an as-needed basis as determined by the Department. Survey guidelines will be according to DuPage County specifications and will generally follow those in FEMA's "Guidance for Flood Risk Analysis and Mapping, Data Capture-Workflow Details, November 2021".

Gasperec Elberts Consulting Scope of Services

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



EXHIBIT B: DELIVERABLES

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

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

EXHIBIT C

**DuPage County Stormwater Management
Consultant Employee Rate Listing**

CONSULTANT: Gasperec Elberts Consulting, LLC

PROJECT: PROFESSIONAL LAND SURVEYING SERVICES FOR HYDRAULIC MODELING AND FLOODPLAIN MAPPING ASSISTANCE

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Engineer VI	70.00	86.00	
Engineer V	60.00	86.00	
Engineer IV	50.00	75.00	
Engineer III	40.00	65.00	
Engineer II	35.00	55.00	
Engineer I	30.00	50.00	
Surveyor V	60.00	86.00	
Surveyor IV	50.00	75.00	
Surveyor III	45.00	65.00	
Surveyor II	35.00	50.00	
Surveyor I	30.00	45.00	
Engineering Technician V	50.00	70.00	
Engineering Technician IV	40.00	60.00	
Engineering Technician III	35.00	55.00	
Engineering Technician II	30.00	45.00	
Engineering Technician I	25.00	40.00	
Construction Engineer III	40.00	65.00	
Construction Engineer II	35.00	55.00	
Construction Engineer I	30.00	50.00	
CADD Technician II	30.00	45.00	
CADD Technician I	25.00	40.00	
Senior Survey Crew Chief II	40.00	55.00	
Senior Survey Crew Chief I	35.00	50.00	
Survey Crew Chief II	30.00	45.00	
Survey Crew Chief I	25.00	45.00	
Instrument Person II	20.00	35.00	
Instrument Person I	18.00	30.00	
Survey / Engineering Intern	15.00	25.00	

Note: Maximum rate shall not exceed \$86.00 per hour.

Signature of Authorized Agent
for CONSULTANT:



Date: 06/12/2024

Signature

Megan B Elberts

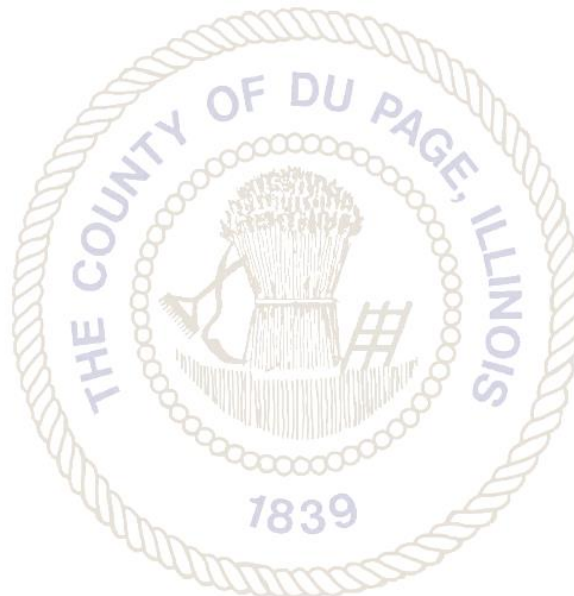
Print Name

Approved By COUNTY:

Date: _____

Exhibit C Notes

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





Required Vendor Ethics Disclosure Statement

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

Date: Jun 7, 2024

Bid/Contract/PO #: _____

Company Name: Gasperec Elberts Consulting, LLC	Company Contact: Megan Elberts, PE
Contact Phone: 847.868.1833	Contact Email: melberts@geconsultllc.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature



Printed Name

Megan Elberts, PE

Title

Principal

Date

Jun 7, 2024

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



Stormwater Management Resolution

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

File #: SM-R-0002-24

Agenda Date: 7/2/2024

Agenda #: 9. C

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND YORK TOWNSHIP ROAD DISTRICT FOR THE LUTHER- HIGH RIDGE FLOOD MITIGATION PROJECT

WHEREAS, the TOWNSHIP and COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act," 5 ILCS 220/1 et seq., and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

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

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

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

WHEREAS, the COUNTY has been awarded \$179,266,585 in funding through the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the COUNTY Board has approved and directed a portion of the funds to be dedicated to Stormwater Infrastructure and are to be used to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the DuPage County Board adopted the Sugar Creek Watershed Plan on September 11, 2018; and

WHEREAS, the creation of the Luther - High Ridge Project was a recommended project in the Sugar Creek Watershed Plan; and

WHEREAS, the COUNTY will plan, design, and construct using ARPA grant funds for the "LUTHER-HIGH RIDGE FLOOD MITIGATION PROJECT" that meets the criteria for, and qualifies as, an ARPA Stormwater Infrastructure Project (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the TOWNSHIP have determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and;

WHEREAS, the TOWNSHIP has requested COUNTY participation in the PROJECT through the COUNTY'S American Rescue Plan Act grant funds in an approximate amount of one million eight hundred twenty-nine thousand six hundred fifty dollars (\$1,829,650); and

WHEREAS, the COUNTY shall pay all PROJECT expenses up front and will be reimbursed for any qualified expenses per this AGREEMENT; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the YORK TOWNSHIP ROAD DISTRICT is hereby accepted and approved, and that the Chairman 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 the York Township Road District, 19W475 Roosevelt Rd., Lombard, IL 60148; and Nick Alfonso/State's Attorney's Office.

Enacted and approved this 9th day of July, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services



STORMWATER MANAGEMENT

MEMORANDUM

Date: May 30, 2024

To: Stormwater Management Committee

From: Robert Covey, P.E., Senior Project Engineer

Re: Luther – High Ridge Drainage Project –Intergovernmental Agreement w/
York Township

DuPage County Stormwater Management, through its Watershed Planning Program, has been working to implement various projects outlined in the Sugar Creek Watershed Plan. The watershed plan, which was approved by the County Board on August 21, 2018, includes several recommended projects to reduce flooding and improve water quality throughout the watershed. Staff from Stormwater Management have been working with staff from York Township to implement one of the projects: the Luther – High Ridge Drainage Project. DuPage County has received ARPA funding in the amount of \$179,266,585 with a portion of these funds being allocated to Stormwater projects. The Stormwater Management Department has received a portion of the ARPA funds to be used for construction of new projects. The Luther – High Ridge Drainage Project will provide critical reduction in flood depth and duration along Luther Avenue in unincorporated York Township. Stormwater staff also worked with the Illinois Department of Transportation to expedite the storm sewer crossing of the Illinois 38 (Roosevelt Road) right-of-way.

Stormwater Management staff has worked with an engineering consultant to design and permit final construction documents of the proposed stormwater project. The proposed solution will include the installation of a new storm sewer to collect storm water from upstream of Roosevelt Road and convey the water downstream to the High Ridge Forest Preserve north of Edwards Street. The new reinforced concrete storm sewer will range in size from 27” diameter at the start of the project, up to 42” diameter at the downstream end of the project. There will also be several small pipe connections and local road inlets that will help alleviate some ponding water along the project route. Restoration of the pavement areas has been coordinated with York Township Highway Department so as not to duplicate pavement reconstruction work in the near future. Reductions in flood elevations upstream of Roosevelt Road provide for a 25-year level of service. In the case of a 25-year design storm event, Luther Avenue would have some water on the pavement, but the road would still be passable for vehicle traffic.

In addition, some tree clearing and vegetation removal will take place along the project route and within the High Ridge Forest Preserve in order to facilitate the construction of the improvements. As part of the final project restoration, the wetland buffer within the High Ridge Forest Preserve will be fully restored and improved over existing conditions.

An Intergovernmental Agreement is required between DuPage County and York Township in order to facilitate the construction of the drainage improvements. The majority of the improvements will be taking place within the township right-of-way. This document will memorialize the agreement between the agencies for the construction and long-term maintenance of the storm sewer improvements. This Intergovernmental Agreement with York Township will provide DuPage County Stormwater Management the appropriate permissions to operate, inspect, and maintain the drainage improvements within York Township Right-of-Way.

Action Requested: Staff is requesting approval of the Intergovernmental Agreement with York Township for the Luther – High Ridge Drainage Improvement Project.

**INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE,
ILLINOIS AND YORK TOWNSHIP ROAD DISTRICT FOR THE LUTHER – HIGH
RIDGE FLOOD MITIGATION PROJECT**

This INTERGOVERNMENTAL AGREEMENT is made this 2nd day of July 2024 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and York Township Road District, a body politic and corporate, with offices at 19W475 East Roosevelt Road, Lombard, IL 60148 (hereinafter referred to as the TOWNSHIP).

R E C I T A L S

WHEREAS, the TOWNSHIP and COUNTY are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act,” 5 ILCS 220/1 *et seq.*, and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

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

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

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

WHEREAS, the COUNTY has been awarded \$179,266,585 in funding through the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the COUNTY Board has approved and directed a portion of the funds to be dedicated to Stormwater Infrastructure and are to be used to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the DuPage County Board adopted the Sugar Creek Watershed Plan on September 11, 2018; and

WHEREAS, the creation of the Luther – High Ridge Project was a recommended project in the Sugar Creek Watershed Plan; and

WHEREAS, the COUNTY will plan, design, and construct using ARPA grant funds for the “LUTHER – HIGH RIDGE FLOOD MITIGATION PROJECT” that meets the criteria for, and qualifies as, an ARPA Stormwater Infrastructure Project (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the TOWNSHIP have determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and;

WHEREAS, the TOWNSHIP has requested COUNTY participation in the PROJECT through the COUNTY’S American Rescue Plan Act grant funds in an approximate amount of one million eight hundred twenty-nine thousand six hundred fifty dollars (\$1,829,650); and

WHEREAS, the COUNTY shall pay all PROJECT expenses up front and will be reimbursed for any qualified expenses per this AGREEMENT; and

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

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

1.0 INCORPORATION AND CONSTRUCTION.

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

- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves the construction and installation of a flood relief storm sewer in the area along Luther Avenue and Edward Street Right-of-Way within unincorporated York Township, and under Roosevelt Road (Illinois Route 38). The existing depressed area south of Roosevelt Road continues to flood on a regular basis and make Luther Avenue impassable after heavy rainfall, requiring the frequent and extended closure of the road. The new flood relief storm sewer will convey this water north and east and discharge flood water into the High Ridge Forest Preserve where the water will ultimately flow to Sugar Creek. The installation of this storm sewer will provide water quality benefits, improve conveyance and address safety concerns on township roadways in the PROJECT area.
- 2.2 The PROJECT shall be developed and constructed in cooperation with the TOWNSHIP as well as the Forest Preserve District of DuPage County.
- 2.3 The TOWNSHIP and the COUNTY have agreed that the PROJECT work shall be as depicted and described in the plan drawings, prepared by Engineering Resource Associates, and dated February 2, 2024. The final plans shall be deemed incorporated herein by reference but without attaching said document due to its size.
- 2.4 The COUNTY intends to begin construction of the PROJECT in September, 2024, with final completion on or before April 30, 2025.

3.0 FUNDING.

- 3.1 The total construction related PROJECT costs are estimated to be one million eight-hundred twenty-nine thousand six hundred fifty dollars (\$1,829,650). The COUNTY's cost is expected to be 100% of the estimated PROJECT cost.
- 3.2 The COUNTY shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the TOWNSHIP and COUNTY agree to apportion such extra costs through an amendment consistent with Paragraph 8.1 before they are incurred.
- 3.3 This AGREEMENT shall in no way obligate the COUNTY to undertake this PROJECT if the COUNTY in its sole discretion determines that it is no longer in the COUNTY's best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by April 30, 2025, the

COUNTY shall promptly reimburse the TOWNSHIP any monies paid by the TOWNSHIP to the COUNTY pursuant to this AGREEMENT. The COUNTY's right to retain the TOWNSHIP's reimbursement of PROJECT costs is expressly conditioned upon the COUNTY's timely and satisfactory completion of the PROJECT.

- 3.4 As this Agreement utilizes ARPA funds, the COUNTY is aware that time is of the essence in notifications as to whether the COUNTY will proceed with this project to substantial completion not later than April 30, 2025.

4.0 TOWNSHIP'S RESPONSIBILITIES.

- 4.1 The TOWNSHIP shall reserve the right to review the PROJECT plans and specifications, prior to the COUNTY's advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components meet PROJECT goals and technical requirements. The TOWNSHIP shall promptly provide the COUNTY with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to meet goals and technical requirements.
- 4.2 The TOWNSHIP does not and shall not warrant, and makes no representations, that the project meets all the qualifications and requirements for the expenditure of ARPA funds.
- 4.3 The TOWNSHIP shall provide adequate right-of-way and grant adequate land rights for the PROJECT, including but not limited to the granting and recording of necessary easements, with the exception of that portion of the PROJECT on the Illinois Department of Transportation Right-of-Way and on property owned by the Forest Preserve District of DuPage County.
- 4.4 The TOWNSHIP shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.5 The TOWNSHIP shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.) for purposes including but not limited to determining the PROJECT meets all goals and technical requirements, [future maintenance?], and the use of all data collected as part of the PROJECT. It can be expected the COUNTY shall require PROJECT access from the TOWNSHIP until substantial completion of the PROJECT is attained.
- 4.6 The TOWNSHIP shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work

performed for the PROJECT. The COUNTY and COUNTY contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The COUNTY shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the TOWNSHIP shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the TOWNSHIP beyond the usual burdens and liabilities for a municipality in the construction of public improvements.

- 4.7 The TOWNSHIP must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage (if applicable) and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall cost share in the PROJECT as follows:

5.1.1 The COUNTY shall reimburse the TOWNSHIP for approved costs associated with the PROJECT, which have been incurred and paid for by the TOWNSHIP, as specified in Paragraph 3.1.

5.1.2 The COUNTY shall not reimburse the TOWNSHIP for any work completed before entering into the IGA, nor shall pay for any work completed by the TOWNSHIP after April 30, 2025.

- 5.2 The COUNTY shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The COUNTY shall select, and contract with, all vendors providing professional services for the PROJECT.

- 5.3 The COUNTY shall be responsible for successful completion of all phases of the PROJECT, from planning and design through construction and maintenance.

- 5.4 The COUNTY shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.

- 5.5 The COUNTY shall be responsible for submitting copies of all permit applications and related correspondence to the TOWNSHIP in a timely manner to ensure sufficient review by the TOWNSHIP. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components meet goals and technical requirements.

- 5.6 The COUNTY shall be responsible for obtaining any and all required land rights necessary for the completion of the PROJECT.

- 5.7 The COUNTY shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the TOWNSHIP in the amounts herein agreed upon, nor shall this provision affect the TOWNSHIP'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 5.8 The COUNTY shall be responsible for and have control over the design, construction, means, methods, techniques and procedures with respect to any work performed for the PROJECT. The COUNTY and COUNTY contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The COUNTY shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the COUNTY shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the TOWNSHIP beyond the usual burdens and liabilities for a municipality in the construction of public improvements.
- 5.9 The COUNTY shall confine all construction activities, including temporary staging areas and equipment access routes on TOWNSHIP property to those areas designated in the BID DOCUMENTS, or as agreed to by the contractor, TOWNSHIP, and COUNTY. The COUNTY shall be responsible for restoring any and all property of the TOWNSHIP located outside of the PROJECT area that are disturbed during the course of construction to the satisfaction of the affected party. TOWNSHIP and property located inside the PROJECT area shall be restored to conditions depicted in the BID DOCUMENTS [and maintained as agreed pursuant to any easement(s) granted].

6.0 GOVERNMENT REGULATIONS.

- 6.1 The COUNTY shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.
- 6.2 The TOWNSHIP understands and agrees that ARPA funds are subject to audit and potential recoupment by the Federal Government of the United States of America. The TOWNSHIP agrees to assist the COUNTY in responding to any audits of the ARPA funds used for the project.

7.0 INDEMNIFICATION.

- 7.1 The TOWNSHIP shall indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY's performance under this AGREEMENT to the fullest extent the TOWNSHIP is so authorized under the law; provided, however, that the TOWNSHIP shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
- 7.2 The TOWNSHIP shall specifically indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with the use of ARPA funds for this project, including, but not limited to audits, recoupment of the ARPA funds used for this project, or fines and penalties assessed related to using ARPA funds for this project.
- 7.3 The COUNTY shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the COUNTY and TOWNSHIP as an additional insured party on said vendor's liability insurance policy. Further, the COUNTY shall require that its consultants and contractors indemnify, defend and hold harmless the COUNTY and TOWNSHIP, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.
- 7.4 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraphs 7.1, 7.2 or 7.3 is to be the State's Attorney, in accord with the applicable law. The COUNTY's participation in its defense shall not remove TOWNSHIP's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the TOWNSHIP or its consultants, contractors or agents. The TOWNSHIP's indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.

8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

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

9.1.1 June 30, 2025, or to a new date agreed upon by the parties.

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

10.0 ENTIRE AGREEMENT.

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

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

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

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

11.0 SEVERABILITY.

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

12.0 GOVERNING LAW.

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

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

13.0 NOTICES.

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

Dick Schroeder
Highway Commissioner
York Township Road District
19W475 Roosevelt Road
Lombard, IL 60148
(630) 627-2200

Sarah Hunn, Director
DuPage County Stormwater Management Department
421 North County Farm Road
Wheaton, Illinois 60187
(630) 407-6700

DuPage County State's Attorney's Office
Attn: Civil Bureau
503 North County Farm Road
Wheaton, Illinois 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

15.0 NO WAIVER OF TORT IMMUNITIES


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

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

COUNTY OF DUPAGE

YORK TOWNSHIP ROAD DISTRICT


Deborah Conroy
Chair, DuPage County Board


Dick Schroeder
Highway Commissioner, York Township Road
District

ATTEST:

ATTEST:

Jean Kaczmarek
County Clerk


Name: Sharon Kuderna
Title: Administrative Assistant



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0018-24

Agenda Date: 7/2/2024

Agenda #: 9. D

AWARDING RESOLUTION
ISSUED TO MARTAM CONSTRUCTION, INC.,
FOR THE LUTHER HIGH RIDGE FLOOD RELIEF PROJECT
(CONTRACT AMOUNT \$1,580,699.20)

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

WHEREAS, the lowest most responsible bidder has been designated and the Stormwater Management Committee recommends County Board approval for the issuance of a contract for the Luther High Ridge Flood Relief Project.

NOW, THEREFORE, BE IT RESOLVED that County Contract, covering said, for the Luther High Ridge Flood Relief Project, for the Stormwater Management Department, for the period July 9, 2024 through November 30, 2028, be and it is hereby approved for issuance of a Contract by the Procurement Division, to Martam Construction, Inc., 1200 Gasket Drive, Elgin, IL 60120, for the total contract amount not to exceed \$1,580,699.20, per lowest responsible Bid # 24-072-SWM.

Enacted and approved this 9th day of July, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist

Procurement Services Division

This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: 24-072-SWM	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$1,580,699.20
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 07/01/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$1,580,699.20
	CURRENT TERM TOTAL COST: \$1,580,699.20	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD:
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Martam Construction, Inc.	VENDOR #: 11092	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Jerry Kutrovitz	VENDOR CONTACT PHONE: 847-608-6800	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: jerry@martam.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2417	
<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.). \$1,580,699.20 Luther High Ridge Flood Relief Project, Villa Park, IL. Improvements include but are not limited to: earth excavation, storm sewer improvements, and associated pavement and vegetative restoration. This project is being funded by American Rescue Plan Act (ARPA) funds received by the Department. Lowest bid for Bid# 24-072-SWM			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Bid# 24-072-SWM			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Martam Construction, Inc.	Vendor#: 11092	Dept: Stormwater Management	Division:
Attn: Jerry Kutrovitz	Email:	Attn: Jamie Lock	Email: jamie.lock@dupagecounty.gov
Address: 1200 Gasket Drive	City: Elgin	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60120	State: IL	Zip: 60187
Phone: 847-608-6800	Fax:	Phone: 630-407-6705	Fax: 630-407-6701
<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): Jul 9, 2024	Contract End Date (PO25): Nov 30, 2028

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		Luther High Ridge Flood Relief Project, Bid 24-072-SWM	FY24	1100	1215	54060	SW-006	1,400,000.00	1,400,000.00
2	1	EA			FY25	1100	1215	54060	SW-006	45,174.80	45,174.80
3	1	EA			FY26	1600	3000	54060		45,174.80	45,174.80
4	1	EA			FY27	1600	30000	54060		45,174.80	45,174.80
5	1	EA			FY28	1600	3000	54060		45,174.80	45,174.80
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 1,580,699.20

<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.

SECTION 8 - BID FORM PRICING

F.O.B.: All goods are to be shipped F.O.B. Destination, delivered and installed.

BASE BID

NO.	SP	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	20101200	TREE ROOT PRUNING	EACH	4	\$ 90-	\$ 360-
2	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	133	\$ 35-	\$ 4655-
3	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	94	\$ 42-	\$ 3948-
4	20101000	TEMPORARY FENCE	FOOT	754	\$ 10-	\$ 7540-
5	20101700	SUPPLEMENTAL WATERING	UNIT	13	\$ 50-	\$ 650-
6	SP-1.23	EXPLORATORY TRENCH, SPECIAL	CU YD	100	\$ 65-	\$ 6500-
7	SP-1.28	UNDERCUTTING FOR UTILITIES	CU YD	100	\$ 65-	\$ 6500-
8	SP-2.01	PARKWAY RESTORATION- SOD	SQ YD	1,158	\$ 15-	\$ 17,370-
9	SP-2.02	NATIVE SEEDING (SAVANNA SEED MIX)	ACRE	0.14	\$ 10,000-	\$ 1400-
10	SP-2.04	ECOLOGICAL MANAGEMENT - YEAR 1	ACRE	0.14	\$ 50,000-	\$ 7000-
11	SP-2.04	ECOLOGICAL MANAGEMENT - YEAR 2	ACRE	0.14	\$ 50,000-	\$ 7000-
12	SP-2.04	ECOLOGICAL MANAGEMENT - YEAR 3	ACRE	0.14	\$ 50,000-	\$ 7000-
13	SP-2.06	BRUSH REMOVAL	ACRE	0.17	\$ 18,000-	\$ 3060-
14	SP-2.08	TREE, <i>CARPINUS CAROLINIANA</i> (BLUE BEECH), 2" CALIPER	EACH	2	\$ 1500-	\$ 3000-
15	SP-2.08	TREE, <i>CORNUS ALTERNIFOLIA</i> (PAGODA DOGWOOD), 2" CALIPER	EACH	3	\$ 1500-	\$ 4500-
16	SP-2.08	SHRUB, <i>CORNUS SERICEA</i> (RED TWIG DOGWOOD), 5-GALLON	EACH	5	\$ 220-	\$ 1100-
17	SP-2.08	SHRUB, <i>HYDRANGEA ARBORESCENS</i> (SMOOTH HYDRANGEA), 5-GALLON	EACH	5	\$ 220-	\$ 1100-
18	SP-2.08	SHRUB, <i>LONICERA DIERVILLA</i> (NORTHERN BUSH HONEYSUCKLE), 5-GALLON	EACH	5	\$ 220-	\$ 1100-
19	SP-2.09	ROLLED EROSION CONTROL PRODUCT	FOOT	1,488	\$ 4.40-	\$ 6547.20
20	SP-2.09	CONCRETE WASHOUT	EACH	1	\$ 1000-	\$ 1000-
21	SP-2.09	CONSTRUCTION ENTRANCE	SQ YD	610	\$ 26-	\$ 15860-
22	SP-2.09	INLET PROTECTION	EACH	20	\$ 200-	\$ 4000-
23	SP-2.10	TREE PROTECTION FENCE	FOOT	389	\$ 10-	\$ 3890-
24	SP-2.11	SOIL SAMPLING AND TESTING	L SUM	1	\$ 3500-	\$ 3500-
25	25000110	SEEDING, CLASS 1	ACRE	0.07	\$ 40,000-	\$ 2800-
26	25100630	EROSION CONTROL BLANKET	SQ YD	2,000	\$ 1.50	\$ 3000-
27	28100107	STONE RIPRAP, CLASS A4	SQ YD	212	\$ 92-	\$ 19504-
28	28200200	FILTER FABRIC	SQ YD	212	\$ 4-	\$ 848-
29	SP-2.12	MAILBOX TO BE RELOCATED	EACH	1	\$ 300-	\$ 300-
30	35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	26	\$ 45-	\$ 1170-
31	40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	100	\$ 40-	\$ 4000-
32	40200300	AGGREGATE SURFACE COURSE, TYPE A 4"	SQ YD	26	\$ 65-	\$ 1690-
33	SP-3.01	CLASS D PATCH, 5 INCH (MODIFIED)	SQ YD	831	\$ 56-	\$ 46536-
34	SP-3.01	CLASS D PATCH, 7 INCH (MODIFIED)	SQ YD	17	\$ 335-	\$ 5695-
35	SP-3.02	SURFACE PATCH	SQ YD	1,756	\$ 24-	\$ 42144-
36	SP-3.03	DRIVEWAY PAVEMENT, REMOVE AND REPLACE	SQ YD	72	\$ 48-	\$ 3456-
37	SP-3.04	CONCRETE RIBBON CURB, 18", REMOVE AND REPLACE	FOOT	496	\$ 40-	\$ 19840-

NO.	SP	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
38	54213687	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 42"	EACH	1	\$ 4000 -	\$ 4000 -
39	SP-4.01	STORM SEWERS, RCP, TYPE 1 15"	FOOT	13	\$ 125 -	\$ 1625 -
40	SP-4.01	STORM SEWERS, RCP, TYPE 2 15"	FOOT	79	\$ 128 -	\$ 10,112 -
41	SP-4.01	STORM SEWERS, RCP, TYPE 2 24"	FOOT	16	\$ 156 -	\$ 2496 -
42	SP-4.01	STORM SEWERS, RCP, TYPE 2 27"	FOOT	159	\$ 136 -	\$ 21,624 -
43	SP-4.01	STORM SEWERS, RCP, TYPE 2 36"	FOOT	209	\$ 150 -	\$ 31,350 -
44	SP-4.01	STORM SEWERS, RCP, TYPE 3 36"	FOOT	30	\$ 198 -	\$ 5940 -
45	SP-4.01	STORM SEWERS, RCP, TYPE 4 36"	FOOT	1,299	\$ 198 -	\$ 257,202 -
46	SP-4.01	STORM SEWERS, RCP, TYPE 4 42"	FOOT	269	\$ 245 -	\$ 65,905 -
47	SP-4.02	STORM SEWERS JACKED IN PLACE, 27"	FOOT	151	\$ 136 -	\$ 20,536 -
48	SP-4.02	STEEL CASINGS FOR 27IN DIA STORM SEWER	FOOT	151	\$ 917 -	\$ 138,467 -
49	SP-4.04	TRENCH BACKFILL, SPECIAL	CU YD	3,490	\$ 63 -	\$ 219,870 -
50	SP-4.06	CATCH BASINS, TYPE A, 4'-DIAMETER, EJIW V-3610-8 F&G	EACH	1	\$ 4200 -	\$ 4200 -
51	SP-4.06	CATCH BASINS, TYPE A, 4'-DIAMETER, EJIW V-6488-0 G	EACH	5	\$ 4200 -	\$ 21,000 -
52	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	4	\$ 4500 -	\$ 18,000 -
53	60221000	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	\$ 6200 -	\$ 6200 -
54	60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	\$ 6200 -	\$ 18,600 -
55	60223700	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	\$ 9900 -	\$ 9900 -
56	60223800	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	\$ 9900 -	\$ 19,800 -
57	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	50	\$ 70 -	\$ 3500 -
58	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	28	\$ 130 -	\$ 3640 -
59	67100100	MOBILIZATION	L SUM	1	\$ 70,000 -	\$ 70,000 -
60	SP-1.22	PRECONSTRUCTION VIDEO TAPING	L SUM	1	\$ 900 -	\$ 900 -
61	SP-1.24	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 84,000 -	\$ 84,000 -
62	SP-1.33	CONSTRUCTION LAYOUT, STAKING AND AS-BUILTS	L SUM	1	\$ 12,000 -	\$ 12,000 -
TOTAL BASE BID						\$ 1,328,630.20

ITEMS ORDERED BY ENGINEER

NO.	SP	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	59	\$ 35-	\$ 2065-
2	25000110	SEEDING, CLASS 1	ACRE	0.01	\$ 90000-	\$ 900-
3	20101700	SUPPLEMENTAL WATERING	UNIT	2	\$ 200-	\$ 400-
4	SP-1.35	CHANGEABLE MESSAGE SIGNS	EACH	2	\$ 7000-	\$ 14000-
5	SP-2.06	CONTAMINATED WASTE DISPOSAL	CU YD	300	\$ 128-	\$ 38400-
6	SP-3.01	CLASS D PATCH, 7 INCH (MODIFIED)	SQ YD	82	\$ 195-	\$ 15,990-
7	SP-3.02	SURFACE PATCH	SQ YD	1,376	\$ 24-	\$ 33,024-
8	SP-3.03	DRIVEWAY PAVEMENT, REMOVE AND REPLACE	SQ YD	7	\$ 170-	\$ 1190-
9	SP-3.04	CONCRETE RIBBON CURB, 18", REMOVE AND REPLACE	FOOT	50	\$ 48-	\$ 2400-
10	SP-4.01	STORM SEWERS, PVC, TYPE 2 12"	FOOT	50	\$ 118-	\$ 5900-
11	SP-4.01	STORM SEWERS, PVC, TYPE 2 15"	FOOT	50	\$ 128-	\$ 6400-
12	SP-4.04	TRENCH BACKFILL, SPECIAL	CU YD	500	\$ 63-	\$ 31500-

TOTAL ITEMS ORDERED BY ENGINEER (IOBE) \$ 152,069.00

TOTAL BASE BID	\$1,329,630.20
TOTAL ITEMS ORDERED BY ENGINEER (IOBE)	\$ 152,069.00
CONTINGENCY	\$100,000.00
GRAND TOTAL (BASE BID + IOBE + CONTINGENCY)	\$1,581,699.20

GRAND TOTAL
(In words) *One million five hundred eighty thousand six hundred*

ninety nine dollars and twenty cents

SECTION 9 - BID FORM SIGNATURE PAGE


The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

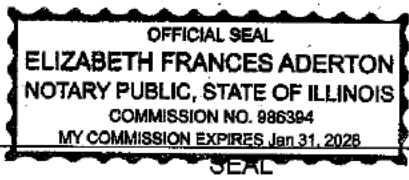
X 
(Signature and Title) PLCS IDENT



BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 6 day of June AD, 2024


(Notary Public) My Commission Expires: 1/31/28



**SECTION 10 - MANDATORY FORM
LUTHER HIGH RIDGE FLOOD RELIEF PROJECT 24-072-SWM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Martam Construction, Inc.		
Main Business Address	1200 Coasket Dr		
City, State, Zip Code	Elgin, IL	60120	
Telephone Number	847-608-6800	Email Address	Robert@martam.com
Bid Contact Person	Robert Kutrovatz		

The undersigned certifies that he is:

- the Owner/Sole Proprietor
 a Member authorized to sign on behalf of the Partnership
 an Officer of the Corporation
 a Member of the Joint Venture

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

<u>Robert Kutrovatz</u> (President or Partner)	<u>Dennis Kutrovatz</u> (Vice-President or Partner)
<u>Jerry Kutrovatz</u> (Secretary or Partner)	<u>Tony Besmke</u> (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. 1, , , and issued thereto.

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

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

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

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

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

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

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Martam Construction	NAME	
CONTACT	Robert Kutrovatz	CONTACT	
ADDRESS	1700 Basket Dr	ADDRESS	
CITY ST ZIP	Elgin, IL 60120	CITY ST ZIP	
TX	847-608-6800	TX	
FX	847-608-6804	FX	
EMAIL	Robert@martam.com	EMAIL	
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Stormwater Management 421 North County Farm Road Wheaton, IL 60187 StormWaterMgmt@dupagecounty.gov TX: (630) 407-6698		Materials to be delivered/shipped to jobsite in Lombard, IL	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED AND INSTALLED
 (FREIGHT INCLUDED IN PRICE)



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 LUTHER HIGH RIDGE FLOOD RELIEF PROJECT 24-072-SWM
 BID TABULATION



Martam Construction, Inc.	Acqua Contractors Corp.	Swallow Construction Corp.	Performance Construction & Engineering LLC
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BASE BID

NO.	SP	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	20101200	TREE ROOT PRUNING	EA	4	\$ 90.00	\$ 360.00	\$ 105.00	\$ 420.00	\$ 325.00	\$ 1,300.00	\$ 100.00	\$ 400.00
2	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	133	\$ 35.00	\$ 4,655.00	\$ 20.00	\$ 2,660.00	\$ 31.00	\$ 4,123.00	\$ 19.00	\$ 2,527.00
3	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	94	\$ 42.00	\$ 3,948.00	\$ 22.00	\$ 2,068.00	\$ 41.00	\$ 3,854.00	\$ 21.00	\$ 1,974.00
4	20101000	TEMPORARY FENCE	FT	754	\$ 10.00	\$ 7,540.00	\$ 5.25	\$ 3,958.50	\$ 7.25	\$ 5,466.50	\$ 4.00	\$ 3,016.00
5	20101700	SUPPLEMENTAL WATERING	UNIT	13	\$ 50.00	\$ 650.00	\$ 400.00	\$ 5,200.00	\$ 150.00	\$ 1,950.00	\$ 1.00	\$ 13.00
6	SP-1.23	EXPLORATORY TRENCH, SPECIAL	CU YD	100	\$ 65.00	\$ 6,500.00	\$ 70.00	\$ 7,000.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00
7	SP-1.28	UNDERCUTTING FOR UTILITIES	CU YD	100	\$ 65.00	\$ 6,500.00	\$ 35.00	\$ 3,500.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00
8	SP-2.01	PARKWAY RESTORATION- SOD	SQ YD	1,158	\$ 15.00	\$ 17,370.00	\$ 23.00	\$ 26,634.00	\$ 21.25	\$ 24,607.50	\$ 22.00	\$ 25,476.00
9	SP-2.02	NATIVE SEEDING (SAVANNA SEED MIX)	ACRE	0.14	\$ 10,000.00	\$ 1,400.00	\$ 21,000.00	\$ 2,940.00	\$ 30,200.00	\$ 4,228.00	\$ 8,536.00	\$ 1,195.04
10	SP-2.04	ECOLOGICAL MANAGEMENT - YEAR 1	ACRE	0.14	\$ 50,000.00	\$ 7,000.00	\$ 55,000.00	\$ 7,700.00	\$ 30,200.00	\$ 4,228.00	\$ 26,786.00	\$ 3,750.04
11	SP-2.04	ECOLOGICAL MANAGEMENT - YEAR 2	ACRE	0.14	\$ 50,000.00	\$ 7,000.00	\$ 55,000.00	\$ 7,700.00	\$ 30,200.00	\$ 4,228.00	\$ 26,785.00	\$ 3,749.90
12	SP-2.04	ECOLOGICAL MANAGEMENT - YEAR 3	ACRE	0.14	\$ 50,000.00	\$ 7,000.00	\$ 55,000.00	\$ 7,700.00	\$ 30,200.00	\$ 4,228.00	\$ 23,929.00	\$ 3,350.06
13	SP-2.06	BRUSH REMOVAL	ACRE	0.17	\$ 18,000.00	\$ 3,060.00	\$ 18,000.00	\$ 3,060.00	\$ 15,000.00	\$ 2,550.00	\$ 17,650.00	\$ 3,000.50
14	SP-2.08	TREE, <i>CARPINUS CAROLINIANA</i> (BLUE BEECH), 2" CALIPER	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 796.00	\$ 1,592.00	\$ 690.00	\$ 1,380.00	\$ 600.00	\$ 1,200.00
15	SP-2.08	TREE, <i>CORNUS ALTERNIFOLIA</i> (PAGODA DOGWOOD), 2" CALIPER	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 637.00	\$ 1,911.00	\$ 632.50	\$ 1,897.50	\$ 600.00	\$ 1,800.00

NO.	SP	ITEM	UOM	QTY	Martam Construction, Inc.		Acqua Contractors Corp.		Swallow Construction Corp.		Performance Construction & Engineering LLC	
					PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
16	SP-2.08	SHRUB, <i>CORNUS SERICEA</i> (RED TWIG DOGWOOD), 5-GALLON	EA	5	\$ 220.00	\$ 1,100.00	\$ 69.00	\$ 345.00	\$ 115.00	\$ 575.00	\$ 100.00	\$ 500.00
17	SP-2.08	SHRUB, <i>HYDRANGEA ARBORESCENS</i> (SMOOTH HYDRANGEA), 5-GALLON	EA	5	\$ 220.00	\$ 1,100.00	\$ 69.00	\$ 345.00	\$ 126.50	\$ 632.50	\$ 110.00	\$ 550.00
18	SP-2.08	SHRUB, <i>LONICERA DIERVILLA</i> (NORTHERN BUSH HONEYSUCKLE), 5-GALLON	EA	5	\$ 220.00	\$ 1,100.00	\$ 74.00	\$ 370.00	\$ 115.00	\$ 575.00	\$ 100.00	\$ 500.00
19	SP-2.09	ROLLED EROSION CONTROL PRODUCT	FT	1,488	\$ 4.40	\$ 6,547.20	\$ 3.75	\$ 5,580.00	\$ 5.00	\$ 7,440.00	\$ 8.00	\$ 11,904.00
20	SP-2.09	CONCRETE WASHOUT	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00	\$ 5,750.00	\$ 5,750.00	\$ 500.00	\$ 500.00
21	SP-2.09	CONSTRUCTION ENTRANCE	SQ YD	610	\$ 26.00	\$ 15,860.00	\$ 10.00	\$ 6,100.00	\$ 110.00	\$ 67,100.00	\$ 12.00	\$ 7,320.00
22	SP-2.09	INLET PROTECTION	EA	20	\$ 200.00	\$ 4,000.00	\$ 200.00	\$ 4,000.00	\$ 200.00	\$ 4,000.00	\$ 100.00	\$ 2,000.00
23	SP-2.10	TREE PROTECTION FENCE	FT	389	\$ 10.00	\$ 3,890.00	\$ 3.50	\$ 1,361.50	\$ 7.25	\$ 2,820.25	\$ 3.50	\$ 1,361.50
24	SP-2.11	SOIL SAMPLING AND TESTING	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 2,750.00	\$ 2,750.00	\$ 2,250.00	\$ 2,250.00	\$ 1,500.00	\$ 1,500.00
25	25000110	SEEDING, CLASS 1	ACRE	0.07	\$ 40,000.00	\$ 2,800.00	\$ 6,900.00	\$ 483.00	\$ 10,150.00	\$ 710.50	\$ 10,000.00	\$ 700.00
26	25100630	EROSION CONTROL BLANKET	SQ YD	2,000	\$ 1.50	\$ 3,000.00	\$ 2.15	\$ 4,300.00	\$ 1.75	\$ 3,500.00	\$ 3.00	\$ 6,000.00
27	28100107	STONE RIPRAP, CLASS A4	SQ YD	212	\$ 92.00	\$ 19,504.00	\$ 100.00	\$ 21,200.00	\$ 97.00	\$ 20,564.00	\$ 125.00	\$ 26,500.00
28	28200200	FILTER FABRIC	SQ YD	212	\$ 4.00	\$ 848.00	\$ 2.00	\$ 424.00	\$ 3.00	\$ 636.00	\$ 5.00	\$ 1,060.00
29	SP-2.12	MAILBOX TO BE RELOCATED	EA	1	\$ 300.00	\$ 300.00	\$ 500.00	\$ 500.00	\$ 375.00	\$ 375.00	\$ 200.00	\$ 200.00
30	35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	26	\$ 45.00	\$ 1,170.00	\$ 27.00	\$ 702.00	\$ 11.25	\$ 292.50	\$ 20.00	\$ 520.00
31	40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	100	\$ 40.00	\$ 4,000.00	\$ 15.00	\$ 1,500.00	\$ 1.00	\$ 100.00	\$ 30.00	\$ 3,000.00
32	40200300	AGGREGATE SURFACE COURSE, TYPE A 4"	SQ YD	26	\$ 65.00	\$ 1,690.00	\$ 24.00	\$ 624.00	\$ 12.00	\$ 312.00	\$ 20.00	\$ 520.00
33	SP-3.01	CLASS D PATCH, 5 INCH (MODIFIED)	SQ YD	831	\$ 56.00	\$ 46,536.00	\$ 42.00	\$ 34,902.00	\$ 75.00	\$ 62,325.00	\$ 46.00	\$ 38,226.00

NO.	SP	ITEM	UOM	QTY	Martam Construction, Inc.		Acqua Contractors Corp.		Swallow Construction Corp.		Performance Construction & Engineering LLC	
					PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
34	SP-3.01	CLASS D PATCH, 7 INCH (MODIFIED)	SQ YD	17	\$ 335.00	\$ 5,695.00	\$ 106.00	\$ 1,802.00	\$ 70.00	\$ 1,190.00	\$ 305.00	\$ 5,185.00
35	SP-3.02	SURFACE PATCH	SQ YD	1,756	\$ 24.00	\$ 42,144.00	\$ 32.00	\$ 56,192.00	\$ 34.50	\$ 60,582.00	\$ 20.50	\$ 35,998.00
36	SP-3.03	DRIVEWAY PAVEMENT, REMOVE AND REPLACE	SQ YD	72	\$ 48.00	\$ 3,456.00	\$ 63.50	\$ 4,572.00	\$ 100.00	\$ 7,200.00	\$ 45.00	\$ 3,240.00
37	SP-3.04	CONCRETE RIBBON CURB, 18", REMOVE AND REPLACE	FT	496	\$ 40.00	\$ 19,840.00	\$ 56.00	\$ 27,776.00	\$ 90.00	\$ 44,640.00	\$ 42.00	\$ 20,832.00
38	54213687	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 42"	EA	1	\$ 4,800.00	\$ 4,800.00	\$ 5,200.00	\$ 5,200.00	\$ 3,600.00	\$ 3,600.00	\$ 10,000.00	\$ 10,000.00
39	SP-4.01	STORM SEWERS, RCP, TYPE 1 15"	FT	13	\$ 125.00	\$ 1,625.00	\$ 136.00	\$ 1,768.00	\$ 144.00	\$ 1,872.00	\$ 125.00	\$ 1,625.00
40	SP-4.01	STORM SEWERS, RCP, TYPE 2 15"	FT	79	\$ 128.00	\$ 10,112.00	\$ 101.00	\$ 7,979.00	\$ 150.00	\$ 11,850.00	\$ 130.00	\$ 10,270.00
41	SP-4.01	STORM SEWERS, RCP, TYPE 2 24"	FT	16	\$ 156.00	\$ 2,496.00	\$ 162.00	\$ 2,592.00	\$ 242.00	\$ 3,872.00	\$ 175.00	\$ 2,800.00
42	SP-4.01	STORM SEWERS, RCP, TYPE 2 27"	FT	159	\$ 136.00	\$ 21,624.00	\$ 137.00	\$ 21,783.00	\$ 140.00	\$ 22,260.00	\$ 195.00	\$ 31,005.00
43	SP-4.01	STORM SEWERS, RCP, TYPE 2 36"	FT	209	\$ 150.00	\$ 31,350.00	\$ 220.00	\$ 45,980.00	\$ 167.00	\$ 34,903.00	\$ 225.00	\$ 47,025.00
44	SP-4.01	STORM SEWERS, RCP, TYPE 3 36"	FT	30	\$ 188.00	\$ 5,640.00	\$ 244.00	\$ 7,320.00	\$ 213.00	\$ 6,390.00	\$ 275.00	\$ 8,250.00
45	SP-4.01	STORM SEWERS, RCP, TYPE 4 36"	FT	1,299	\$ 198.00	\$ 257,202.00	\$ 284.00	\$ 368,916.00	\$ 171.00	\$ 222,129.00	\$ 275.00	\$ 357,225.00
46	SP-4.01	STORM SEWERS, RCP, TYPE 4 42"	FT	269	\$ 245.00	\$ 65,905.00	\$ 316.00	\$ 85,004.00	\$ 235.00	\$ 63,215.00	\$ 300.00	\$ 80,700.00
47	SP-4.02	STORM SEWERS JACKED IN PLACE, 27"	FT	151	\$ 136.00	\$ 20,536.00	\$ 222.00	\$ 33,522.00	\$ 85.00	\$ 12,835.00	\$ 1,200.00	\$ 181,200.00
48	SP-4.02	STEEL CASINGS FOR 27IN DIA STORM SEWER	FT	151	\$ 917.00	\$ 138,467.00	\$ 1,000.00	\$ 151,000.00	\$ 1,500.00	\$ 226,500.00	\$ 200.00	\$ 30,200.00
49	SP-4.04	TRENCH BACKFILL, SPECIAL	CU YD	3,490	\$ 63.00	\$ 219,870.00	\$ 35.00	\$ 122,150.00	\$ 60.00	\$ 209,400.00	\$ 25.00	\$ 87,250.00
50	SP-4.06	CATCH BASINS, TYPE A, 4'-DIAMETER, EJIW V-3610-8 F&G	EA	1	\$ 4,200.00	\$ 4,200.00	\$ 5,100.00	\$ 5,100.00	\$ 4,700.00	\$ 4,700.00	\$ 6,000.00	\$ 6,000.00
51	SP-4.06	CATCH BASINS, TYPE A, 4'-DIAMETER, EJIW V-6488-0 G	EA	5	\$ 4,200.00	\$ 21,000.00	\$ 4,125.00	\$ 20,625.00	\$ 3,550.00	\$ 17,750.00	\$ 5,000.00	\$ 25,000.00

NO.	SP	ITEM	UOM	QTY	Martam Construction, Inc.		Acqua Contractors Corp.		Swallow Construction Corp.		Performance Construction & Engineering LLC	
					PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
52	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EA	4	\$ 4,500.00	\$ 18,000.00	\$ 5,100.00	\$ 20,400.00	\$ 7,025.00	\$ 28,100.00	\$ 7,500.00	\$ 30,000.00
53	60221000	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID	EA	1	\$ 6,200.00	\$ 6,200.00	\$ 7,100.00	\$ 7,100.00	\$ 8,250.00	\$ 8,250.00	\$ 9,000.00	\$ 9,000.00
54	60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EA	3	\$ 6,200.00	\$ 18,600.00	\$ 7,100.00	\$ 21,300.00	\$ 8,500.00	\$ 25,500.00	\$ 9,000.00	\$ 27,000.00
55	60223700	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, OPEN LID	EA	1	\$ 9,800.00	\$ 9,800.00	\$ 11,500.00	\$ 11,500.00	\$ 12,750.00	\$ 12,750.00	\$ 12,800.00	\$ 12,800.00
56	60223800	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EA	2	\$ 9,800.00	\$ 19,600.00	\$ 11,500.00	\$ 23,000.00	\$ 12,500.00	\$ 25,000.00	\$ 12,800.00	\$ 25,600.00
57	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FT	50	\$ 70.00	\$ 3,500.00	\$ 69.00	\$ 3,450.00	\$ 65.05	\$ 3,252.50	\$ 65.00	\$ 3,250.00
58	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FT	28	\$ 130.00	\$ 3,640.00	\$ 127.00	\$ 3,556.00	\$ 12.05	\$ 337.40	\$ 120.00	\$ 3,360.00
59	67100100	MOBILIZATION	LS	1	\$ 78,000.00	\$ 78,000.00	\$ 94,383.00	\$ 94,383.00	\$ 50,000.00	\$ 50,000.00	\$ 112,650.00	\$ 112,650.00
60	SP-1.22	PRECONSTRUCTION VIDEO TAPING	LS	1	\$ 900.00	\$ 900.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,500.00	\$ 6,500.00
61	SP-1.24	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 84,000.00	\$ 84,000.00	\$ 86,400.00	\$ 86,400.00	\$ 60,000.00	\$ 60,000.00	\$ 199,889.96	\$ 199,889.96
62	SP-1.33	CONSTRUCTION LAYOUT, STAKING AND AS-BUILTS	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 25,000.00	\$ 25,000.00	\$ 10,750.00	\$ 10,750.00	\$ 7,500.00	\$ 7,500.00
TOTAL BASE BID					\$ 1,328,630.20			\$ 1,440,000.00		\$ 1,437,826.15		\$ 1,540,668.00

Martam Construction, Inc.	Acqua Contractors Corp.	Swallow Construction Corp.	Performance Construction & Engineering LLC
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ITEMS ORDERED BY ENGINEER

NO.	SP	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	59	\$ 35.00	\$ 2,065.00	\$ 22.00	\$ 1,298.00	\$ 30.00	\$ 1,770.00	\$ 19.00	\$ 1,121.00
2	25000110	SEEDING, CLASS 1	ACRE	0.01	\$ 80,000.00	\$ 800.00	\$ 6,220.00	\$ 62.20	\$ 10,150.00	\$ 101.50	\$ 10,000.00	\$ 100.00
3	20101700	SUPPLEMENTAL WATERING	UNIT	2	\$ 200.00	\$ 400.00	\$ 400.00	\$ 800.00	\$ 150.00	\$ 300.00	\$ 1.00	\$ 2.00
4	SP-1.35	CHANGEABLE MESSAGE SIGNS	EA	2	\$ 7,000.00	\$ 14,000.00	\$ 7,758.90	\$ 15,517.80	\$ 7,500.00	\$ 15,000.00	\$ 7,000.00	\$ 14,000.00
5	SP-2.06	CONTAMINATED WASTE DISPOSAL	CU YD	300	\$ 128.00	\$ 38,400.00	\$ 115.00	\$ 34,500.00	\$ 112.75	\$ 33,825.00	\$ 85.00	\$ 25,500.00
6	SP-3.01	CLASS D PATCH, 7 INCH (MODIFIED)	SQ YD	82	\$ 195.00	\$ 15,990.00	\$ 111.00	\$ 9,102.00	\$ 69.00	\$ 5,658.00	\$ 195.00	\$ 15,990.00
7	SP-3.02	SURFACE PATCH	SQ YD	1,376	\$ 24.00	\$ 33,024.00	\$ 33.00	\$ 45,408.00	\$ 34.50	\$ 47,472.00	\$ 24.00	\$ 33,024.00
8	SP-3.03	DRIVEWAY PAVEMENT, REMOVE AND REPLACE	SQ YD	7	\$ 170.00	\$ 1,190.00	\$ 66.00	\$ 462.00	\$ 100.00	\$ 700.00	\$ 175.00	\$ 1,225.00
9	SP-3.04	CONCRETE RIBBON CURB, 18", REMOVE AND REPLACE	FT	50	\$ 48.00	\$ 2,400.00	\$ 59.00	\$ 2,950.00	\$ 90.00	\$ 4,500.00	\$ 50.00	\$ 2,500.00
10	SP-4.01	STORM SEWERS, PVC, TYPE 2 12"	FT	50	\$ 118.00	\$ 5,900.00	\$ 177.00	\$ 8,850.00	\$ 115.00	\$ 5,750.00	\$ 100.00	\$ 5,000.00
11	SP-4.01	STORM SEWERS, PVC, TYPE 2 15"	FT	50	\$ 128.00	\$ 6,400.00	\$ 211.00	\$ 10,550.00	\$ 135.00	\$ 6,750.00	\$ 125.00	\$ 6,250.00
12	SP-4.04	TRENCH BACKFILL, SPECIAL	CU YD	500	\$ 63.00	\$ 31,500.00	\$ 35.00	\$ 17,500.00	\$ 60.00	\$ 30,000.00	\$ 25.00	\$ 12,500.00
TOTAL ITEMS ORDERED BY ENGINEER (IOBE)						\$ 152,069.00		\$ 147,000.00		\$ 151,826.50		\$ 117,212.00

TOTAL BASE BID	\$ 1,328,630.20		\$ 1,440,000.00		\$ 1,437,826.15		\$ 1,540,668.00
TOTAL ITEMS ORDERED BY ENGINEER (IOBE)	\$ 152,069.00		\$ 147,000.00		\$ 151,826.50		\$ 117,212.00
CONTINGENCY	\$100,000		\$100,000		\$100,000		\$100,000
GRAND TOTAL (BASE BID + IOBE + CONTINGENCY)	\$ 1,580,699.20		\$ 1,687,000.00		\$ 1,689,652.65		\$ 1,757,880.00

Berger Contractors, Inc.	Copenhaver Construction Inc.	A Lamp Concrete Contractors, Inc.	Benchmark Construction Co., Inc.
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BASE BID

NO.	SP	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	20101200	TREE ROOT PRUNING	EA	4	\$ 300.00	\$ 1,200.00	\$ 110.00	\$ 440.00	\$ 80.00	\$ 320.00	\$ 300.00	\$ 1,200.00
2	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	133	\$ 28.00	\$ 3,724.00	\$ 35.00	\$ 4,655.00	\$ 32.00	\$ 4,256.00	\$ 28.00	\$ 3,724.00
3	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	94	\$ 38.00	\$ 3,572.00	\$ 45.00	\$ 4,230.00	\$ 38.00	\$ 3,572.00	\$ 38.00	\$ 3,572.00
4	20101000	TEMPORARY FENCE	FT	754	\$ 4.00	\$ 3,016.00	\$ 10.00	\$ 7,540.00	\$ 1.00	\$ 754.00	\$ 8.00	\$ 6,032.00
5	20101700	SUPPLEMENTAL WATERING	UNIT	13	\$ 150.00	\$ 1,950.00	\$ 0.01	\$ 0.13	\$ 1.00	\$ 13.00	\$ 160.00	\$ 2,080.00
6	SP-1.23	EXPLORATORY TRENCH, SPECIAL	CU YD	100	\$ 1.00	\$ 100.00	\$ 20.00	\$ 2,000.00	\$ 25.00	\$ 2,500.00	\$ 92.00	\$ 9,200.00
7	SP-1.28	UNDERCUTTING FOR UTILITIES	CU YD	100	\$ 130.00	\$ 13,000.00	\$ 20.00	\$ 2,000.00	\$ 25.00	\$ 2,500.00	\$ 114.00	\$ 11,400.00
8	SP-2.01	PARKWAY RESTORATION- SOD	SQ YD	1,158	\$ 25.00	\$ 28,950.00	\$ 14.00	\$ 16,212.00	\$ 20.00	\$ 23,160.00	\$ 21.50	\$ 24,897.00
9	SP-2.02	NATIVE SEEDING (SAVANNA SEED MIX)	ACRE	0.14	\$ 30,000.00	\$ 4,200.00	\$ 50,000.00	\$ 7,000.00	\$ 25,000.00	\$ 3,500.00	\$ 15,000.00	\$ 2,100.00
10	SP-2.04	ECOLOGICAL MANAGEMENT - YEAR 1	ACRE	0.14	\$ 30,000.00	\$ 4,200.00	\$ 25,000.00	\$ 3,500.00	\$ 35,000.00	\$ 4,900.00	\$ 22,500.00	\$ 3,150.00
11	SP-2.04	ECOLOGICAL MANAGEMENT - YEAR 2	ACRE	0.14	\$ 30,000.00	\$ 4,200.00	\$ 25,000.00	\$ 3,500.00	\$ 35,000.00	\$ 4,900.00	\$ 22,500.00	\$ 3,150.00
12	SP-2.04	ECOLOGICAL MANAGEMENT - YEAR 3	ACRE	0.14	\$ 30,000.00	\$ 4,200.00	\$ 25,000.00	\$ 3,500.00	\$ 35,000.00	\$ 4,900.00	\$ 22,500.00	\$ 3,150.00
13	SP-2.06	BRUSH REMOVAL	ACRE	0.17	\$ 6,000.00	\$ 1,020.00	\$ 30,000.00	\$ 5,100.00	\$ 15,000.00	\$ 2,550.00	\$ 6,000.00	\$ 1,020.00
14	SP-2.08	TREE, <i>CARPINUS CAROLINIANA</i> (BLUE BEECH), 2" CALIPER	EA	2	\$ 600.00	\$ 1,200.00	\$ 900.00	\$ 1,800.00	\$ 850.00	\$ 1,700.00	\$ 850.00	\$ 1,700.00
15	SP-2.08	TREE, <i>CORNUS ALTERNIFOLIA</i> (PAGODA DOGWOOD), 2" CALIPER	EA	3	\$ 550.00	\$ 1,650.00	\$ 900.00	\$ 2,700.00	\$ 850.00	\$ 2,550.00	\$ 850.00	\$ 2,550.00
16	SP-2.08	SHRUB, <i>CORNUS SERICEA</i> (RED TWIG DOGWOOD), 5-GALLON	EA	5	\$ 100.00	\$ 500.00	\$ 300.00	\$ 1,500.00	\$ 350.00	\$ 1,750.00	\$ 350.00	\$ 1,750.00
17	SP-2.08	SHRUB, <i>HYDRANGEA ARBORESCENS</i> (SMOOTH HYDRANGEA), 5-GALLON	EA	5	\$ 110.00	\$ 550.00	\$ 300.00	\$ 1,500.00	\$ 350.00	\$ 1,750.00	\$ 350.00	\$ 1,750.00

NO.	SP	ITEM	UOM	QTY	Berger Contractors, Inc.		Copenhaver Construction Inc.		A Lamp Concrete Contractors, Inc.		Benchmark Construction Co., Inc.	
					PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
19	SP-2.09	ROLLED EROSION CONTROL PRODUCT	FT	1,488	\$ 9.00	\$ 13,392.00	\$ 15.00	\$ 22,320.00	\$ 1.00	\$ 1,488.00	\$ 8.00	\$ 11,904.00
20	SP-2.09	CONCRETE WASHOUT	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 2,200.00	\$ 2,200.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00
21	SP-2.09	CONSTRUCTION ENTRANCE	SQ YD	610	\$ 34.00	\$ 20,740.00	\$ 10.00	\$ 6,100.00	\$ 12.75	\$ 7,777.50	\$ 55.00	\$ 33,550.00
22	SP-2.09	INLET PROTECTION	EA	20	\$ 290.00	\$ 5,800.00	\$ 140.00	\$ 2,800.00	\$ 15.00	\$ 300.00	\$ 160.00	\$ 3,200.00
23	SP-2.10	TREE PROTECTION FENCE	FT	389	\$ 4.00	\$ 1,556.00	\$ 10.00	\$ 3,890.00	\$ 1.00	\$ 389.00	\$ 8.00	\$ 3,112.00
24	SP-2.11	SOIL SAMPLING AND TESTING	LS	1	\$ 4,950.00	\$ 4,950.00	\$ 6,000.00	\$ 6,000.00	\$ 1,500.00	\$ 1,500.00	\$ 12,000.00	\$ 12,000.00
25	25000110	SEEDING, CLASS 1	ACRE	0.07	\$ 10,000.00	\$ 700.00	\$ 30,000.00	\$ 2,100.00	\$ 20,000.00	\$ 1,400.00	\$ 4,500.00	\$ 315.00
26	25100630	EROSION CONTROL BLANKET	SQ YD	2,000	\$ 1.50	\$ 3,000.00	\$ 3.00	\$ 6,000.00	\$ 5.00	\$ 10,000.00	\$ 2.60	\$ 5,200.00
27	28100107	STONE RIPRAP, CLASS A4	SQ YD	212	\$ 165.00	\$ 34,980.00	\$ 110.00	\$ 23,320.00	\$ 115.00	\$ 24,380.00	\$ 192.00	\$ 40,704.00
28	28200200	FILTER FABRIC	SQ YD	212	\$ 3.00	\$ 636.00	\$ 5.00	\$ 1,060.00	\$ 3.00	\$ 636.00	\$ 2.00	\$ 424.00
29	SP-2.12	MAILBOX TO BE RELOCATED	EA	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 850.00	\$ 850.00
30	35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	26	\$ 28.00	\$ 728.00	\$ 20.00	\$ 520.00	\$ 13.00	\$ 338.00	\$ 25.00	\$ 650.00
31	40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	100	\$ 55.00	\$ 5,500.00	\$ 20.00	\$ 2,000.00	\$ 1.00	\$ 100.00	\$ 90.00	\$ 9,000.00
32	40200300	AGGREGATE SURFACE COURSE, TYPE A 4"	SQ YD	26	\$ 28.00	\$ 728.00	\$ 20.00	\$ 520.00	\$ 16.75	\$ 435.50	\$ 25.00	\$ 650.00
33	SP-3.01	CLASS D PATCH, 5 INCH (MODIFIED)	SQ YD	831	\$ 112.00	\$ 93,072.00	\$ 73.00	\$ 60,663.00	\$ 50.00	\$ 41,550.00	\$ 53.00	\$ 44,043.00
34	SP-3.01	CLASS D PATCH, 7 INCH (MODIFIED)	SQ YD	17	\$ 155.00	\$ 2,635.00	\$ 220.00	\$ 3,740.00	\$ 84.00	\$ 1,428.00	\$ 116.00	\$ 1,972.00
35	SP-3.02	SURFACE PATCH	SQ YD	1,756	\$ 20.00	\$ 35,120.00	\$ 34.00	\$ 59,704.00	\$ 20.00	\$ 35,120.00	\$ 30.00	\$ 52,680.00
36	SP-3.03	DRIVEWAY PAVEMENT, REMOVE AND REPLACE	SQ YD	72	\$ 67.50	\$ 4,860.00	\$ 110.00	\$ 7,920.00	\$ 69.00	\$ 4,968.00	\$ 160.00	\$ 11,520.00

NO.	SP	ITEM	UOM	QTY	Berger Contractors, Inc.		Copenhaver Construction Inc.		A Lamp Concrete Contractors, Inc.		Benchmark Construction Co., Inc.	
					PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
37	SP-3.04	CONCRETE RIBBON CURB, 18", REMOVE AND REPLACE	FT	496	\$ 54.00	\$ 26,784.00	\$ 45.00	\$ 22,320.00	\$ 55.00	\$ 27,280.00	\$ 60.00	\$ 29,760.00
38	54213687	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 42"	EA	1	\$ 7,825.00	\$ 7,825.00	\$ 7,000.00	\$ 7,000.00	\$ 29,100.00	\$ 29,100.00	\$ 9,200.00	\$ 9,200.00
39	SP-4.01	STORM SEWERS, RCP, TYPE 1 15"	FT	13	\$ 112.00	\$ 1,456.00	\$ 170.00	\$ 2,210.00	\$ 156.00	\$ 2,028.00	\$ 268.00	\$ 3,484.00
40	SP-4.01	STORM SEWERS, RCP, TYPE 2 15"	FT	79	\$ 74.00	\$ 5,846.00	\$ 150.00	\$ 11,850.00	\$ 205.00	\$ 16,195.00	\$ 268.00	\$ 21,172.00
41	SP-4.01	STORM SEWERS, RCP, TYPE 2 24"	FT	16	\$ 198.00	\$ 3,168.00	\$ 210.00	\$ 3,360.00	\$ 231.00	\$ 3,696.00	\$ 352.00	\$ 5,632.00
42	SP-4.01	STORM SEWERS, RCP, TYPE 2 27"	FT	159	\$ 255.00	\$ 40,545.00	\$ 290.00	\$ 46,110.00	\$ 317.00	\$ 50,403.00	\$ 265.00	\$ 42,135.00
43	SP-4.01	STORM SEWERS, RCP, TYPE 2 36"	FT	209	\$ 263.00	\$ 54,967.00	\$ 228.00	\$ 47,652.00	\$ 370.00	\$ 77,330.00	\$ 450.00	\$ 94,050.00
44	SP-4.01	STORM SEWERS, RCP, TYPE 3 36"	FT	30	\$ 263.00	\$ 7,890.00	\$ 410.00	\$ 12,300.00	\$ 465.00	\$ 13,950.00	\$ 450.00	\$ 13,500.00
45	SP-4.01	STORM SEWERS, RCP, TYPE 4 36"	FT	1,299	\$ 263.00	\$ 341,637.00	\$ 318.00	\$ 413,082.00	\$ 466.00	\$ 605,334.00	\$ 398.00	\$ 517,002.00
46	SP-4.01	STORM SEWERS, RCP, TYPE 4 42"	FT	269	\$ 310.00	\$ 83,390.00	\$ 396.00	\$ 106,524.00	\$ 476.00	\$ 128,044.00	\$ 485.00	\$ 130,465.00
47	SP-4.02	STORM SEWERS JACKED IN PLACE, 27"	FT	151	\$ 115.00	\$ 17,365.00	\$ 910.00	\$ 137,410.00	\$ 262.00	\$ 39,562.00	\$ 527.00	\$ 79,577.00
48	SP-4.02	STEEL CASINGS FOR 27IN DIA STORM SEWER	FT	151	\$ 1,635.00	\$ 246,885.00	\$ 450.00	\$ 67,950.00	\$ 1,492.00	\$ 225,292.00	\$ 867.00	\$ 130,917.00
49	SP-4.04	TRENCH BACKFILL, SPECIAL	CU YD	3,490	\$ 74.00	\$ 258,260.00	\$ 20.00	\$ 69,800.00	\$ 35.00	\$ 122,150.00	\$ 72.00	\$ 251,280.00
50	SP-4.06	CATCH BASINS, TYPE A, 4'-DIAMETER, EJIW V-3610-8 F&G	EA	1	\$ 5,800.00	\$ 5,800.00	\$ 3,600.00	\$ 3,600.00	\$ 4,950.00	\$ 4,950.00	\$ 5,800.00	\$ 5,800.00
51	SP-4.06	CATCH BASINS, TYPE A, 4'-DIAMETER, EJIW V-6488-0 G	EA	5	\$ 4,000.00	\$ 20,000.00	\$ 3,600.00	\$ 18,000.00	\$ 4,775.00	\$ 23,875.00	\$ 5,800.00	\$ 29,000.00
52	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EA	4	\$ 8,200.00	\$ 32,800.00	\$ 5,000.00	\$ 20,000.00	\$ 8,125.00	\$ 32,500.00	\$ 6,500.00	\$ 26,000.00
53	60221000	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID	EA	1	\$ 11,500.00	\$ 11,500.00	\$ 9,900.00	\$ 9,900.00	\$ 9,750.00	\$ 9,750.00	\$ 11,900.00	\$ 11,900.00
54	60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EA	3	\$ 11,500.00	\$ 34,500.00	\$ 9,700.00	\$ 29,100.00	\$ 10,600.00	\$ 31,800.00	\$ 11,900.00	\$ 35,700.00

NO.	SP	ITEM	UOM	QTY	Berger Contractors, Inc.		Copenhaver Construction Inc.		A Lamp Concrete Contractors, Inc.		Benchmark Construction Co., Inc.	
					PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
55	60223700	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, OPEN LID	EA	1	\$ 21,000.00	\$ 21,000.00	\$ 16,000.00	\$ 16,000.00	\$ 17,325.00	\$ 17,325.00	\$ 16,512.00	\$ 16,512.00
56	60223800	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EA	2	\$ 21,000.00	\$ 42,000.00	\$ 16,000.00	\$ 32,000.00	\$ 17,325.00	\$ 34,650.00	\$ 16,512.00	\$ 33,024.00
57	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FT	50	\$ 15.00	\$ 750.00	\$ 16.00	\$ 800.00	\$ 25.00	\$ 1,250.00	\$ 65.00	\$ 3,250.00
58	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FT	28	\$ 30.00	\$ 840.00	\$ 55.00	\$ 1,540.00	\$ 33.00	\$ 924.00	\$ 120.00	\$ 3,360.00
59	67100100	MOBILIZATION	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 140,000.00	\$ 140,000.00	\$ 119,900.00	\$ 119,900.00	\$ 125,000.00	\$ 125,000.00
60	SP-1.22	PRECONSTRUCTION VIDEO TAPING	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,200.00	\$ 2,200.00	\$ 950.00	\$ 950.00	\$ 3,000.00	\$ 3,000.00
61	SP-1.24	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 99,000.00	\$ 99,000.00	\$ 312,000.00	\$ 312,000.00	\$ 168,400.00	\$ 168,400.00	\$ 50,000.00	\$ 50,000.00
62	SP-1.33	CONSTRUCTION LAYOUT, STAKING AND AS-BUILTS	LS	1	\$ 19,000.00	\$ 19,000.00	\$ 41,000.00	\$ 41,000.00	\$ 11,900.00	\$ 11,900.00	\$ 9,802.00	\$ 9,802.00
TOTAL BASE BID					\$ 1,793,837.00		\$ 1,853,742.13		\$ 1,998,923.00		\$ 1,997,271.00	

ITEMS ORDERED BY ENGINEER

1	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	59	\$ 28.00	\$ 1,652.00	\$ 50.00	\$ 2,950.00	\$ 32.00	\$ 1,888.00		\$ 1,652.00
2	25000110	SEEDING, CLASS 1	ACRE	0.01	\$ 10,000.00	\$ 100.00	\$ 30,000.00	\$ 300.00	\$ 20,000.00	\$ 200.00		\$ 45.00
3	20101700	SUPPLEMENTAL WATERING	UNIT	2	\$ 150.00	\$ 300.00	\$ 0.01	\$ 0.02	\$ 1.00	\$ 2.00		\$ 320.00
4	SP-1.35	CHANGEABLE MESSAGE SIGNS	EA	2	\$ 7,000.00	\$ 14,000.00	\$ 1,500.00	\$ 3,000.00	\$ 2,000.00	\$ 4,000.00		\$ 14,000.00
5	SP-2.06	CONTAMINATED WASTE DISPOSAL	CU YD	300	\$ 101.00	\$ 30,300.00	\$ 80.00	\$ 24,000.00	\$ 90.00	\$ 27,000.00		\$ 25,800.00
6	SP-3.01	CLASS D PATCH, 7 INCH (MODIFIED)	SQ YD	82	\$ 155.00	\$ 12,710.00	\$ 90.00	\$ 7,380.00	\$ 84.00	\$ 6,888.00		\$ 9,512.00
7	SP-3.02	SURFACE PATCH	SQ YD	1,376	\$ 20.00	\$ 27,520.00	\$ 34.00	\$ 46,784.00	\$ 14.00	\$ 19,264.00		\$ 41,280.00
8	SP-3.03	DRIVEWAY PAVEMENT, REMOVE AND REPLACE	SQ YD	7	\$ 67.50	\$ 472.50	\$ 130.00	\$ 910.00	\$ 69.00	\$ 483.00		\$ 1,120.00

NO.	SP	ITEM	UOM	QTY	Berger Contractors, Inc.		Copenhaver Construction Inc.		A Lamp Concrete Contractors, Inc.		Benchmark Construction Co., Inc.	
					PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
9	SP-3.04	CONCRETE RIBBON CURB, 18", REMOVE AND REPLACE	FT	50	\$ 52.00	\$ 2,600.00	\$ 71.00	\$ 3,550.00	\$ 55.00	\$ 2,750.00		\$ 3,000.00
10	SP-4.01	STORM SEWERS, PVC, TYPE 2 12"	FT	50	\$ 108.00	\$ 5,400.00	\$ 182.00	\$ 9,100.00	\$ 165.00	\$ 8,250.00		\$ 9,000.00
11	SP-4.01	STORM SEWERS, PVC, TYPE 2 15"	FT	50	\$ 120.00	\$ 6,000.00	\$ 195.00	\$ 9,750.00	\$ 210.00	\$ 10,500.00		\$ 9,000.00
12	SP-4.04	TRENCH BACKFILL, SPECIAL	CU YD	500	\$ 74.00	\$ 37,000.00	\$ 53.00	\$ 26,500.00	\$ 36.00	\$ 18,000.00		\$ 36,000.00
TOTAL ITEMS ORDERED BY ENGINEER (IOBE)						\$ 138,054.50		\$ 134,224.02		\$ 99,225.00		\$ 150,729.00

TOTAL BASE BID	\$ 1,793,837.00		\$ 1,853,742.13		\$ 1,998,923.00		\$ 1,997,271.00
TOTAL ITEMS ORDERED BY ENGINEER (IOBE)	\$ 138,054.50		\$ 134,224.02		\$ 99,225.00		\$ 150,729.00
CONTINGENCY	\$100,000		\$100,000		\$100,000		\$100,000
GRAND TOTAL (BASE BID + IOBE + CONTINGENCY)	\$ 2,031,891.50		\$ 2,087,966.15		\$ 2,198,148.00		\$ 2,248,000.00

NOTES

Bid Opening 06/18/2024 @ 2:30 PM	NE,SH,CV,RC,DW
Invitations Sent	150
Total Vendors Requesting Documents	2
Total Bid Responses	8



Required Vendor Ethics Disclosure Statement

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

Date: 6/6/24

Bid/Contract/PO #: _____

Company Name: <u>Martam Construction</u>	Company Contact: <u>Robert Kutrovatz</u>
Contact Phone: <u>647-608-6800</u>	Contact Email: <u>Robert@martam.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Printed Name

Robert Kutrovatz

Title

President

Date

6/6/24

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



File #: SM-O-0001-24

Agenda Date: 7/2/2024

Agenda #: 9. E

ORDINANCE NO. SM-O-0001-24
DECLARING THE ASSIGNMENT OF EASEMENTS
FROM THE FOREST PRESERVE OF DUPAGE COUNTY TO THE COUNTY OF DUPAGE
NECESSARY AND CONVENIENT TO THE COUNTY OF DUPAGE
FOR THE LUTHER - HIGH RIDGE DRAINAGE IMPROVEMENT PROJECT
IN THE HIGH RIDGE FOREST PRESERVE

WHEREAS, the County of DuPage (hereinafter referred to as “COUNTY”) proposes to improve drainage by constructing storm sewers and swales, generally located along Luther Avenue, between Roosevelt Road and the High Ridge Forest Preserve, and within the Forest District of DuPage County (hereinafter referred to as “DISTRICT”) owned property, all within unincorporated York Township (hereinafter referred to as “PROJECT”); and

WHEREAS, the COUNTY hereby determines that it is reasonable, necessary and in the best interest of the COUNTY to acquire both a permanent and a temporary easement from the DISTRICT for the PROJECT (See Exhibit A attached hereto); and

WHEREAS, the DISTRICT is empowered to assign easements to the COUNTY pursuant to the authority conferred by the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq. (hereinafter “TRANSFER ACT”); and

WHEREAS, the COUNTY and the DISTRICT are municipalities as defined in Section 1 (c) of the TRANSFER ACT; and

WHEREAS, Section 2 of the TRANSFER ACT authorizes the conveyance of real property from one municipality to another municipality upon two-thirds vote of the corporate authorities of the transferor municipality; and

WHEREAS, as a condition precedent to a conveyance under Section 2 of the TRANSFER ACT, the transferee, the COUNTY, must first declare by ordinance “that it is necessary or convenient for it to use, occupy or improve” the real estate held by the transferor municipality; and

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

BE IT FURTHER ORDAINED that the COUNTY hereby declares that “it is necessary or convenient for it to use, occupy or improve” the permanent and temporary easement premises, currently owned by the DISTRICT, for the above-referenced PROJECT; and

BE IT FURTHER ORDAINED that the Director of the Department of Stormwater is hereby authorized to execute on behalf of the COUNTY the attached AGREEMENT necessary towards accepting the Easement Premises therein referenced; and

BE IT FURTHER ORDAINED that the Clerk is hereby directed to transmit two duplicate originals of this Ordinance to the DISTRICT, by and through the Department of Stormwater.

Enacted and approved this 9th day of July, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD




Attest: _____

JEAN KACZMAREK, COUNTY CLERK

PERMANENT EASEMENT EXHIBIT

P.I.N.: 06-16-401-003

LEGEND

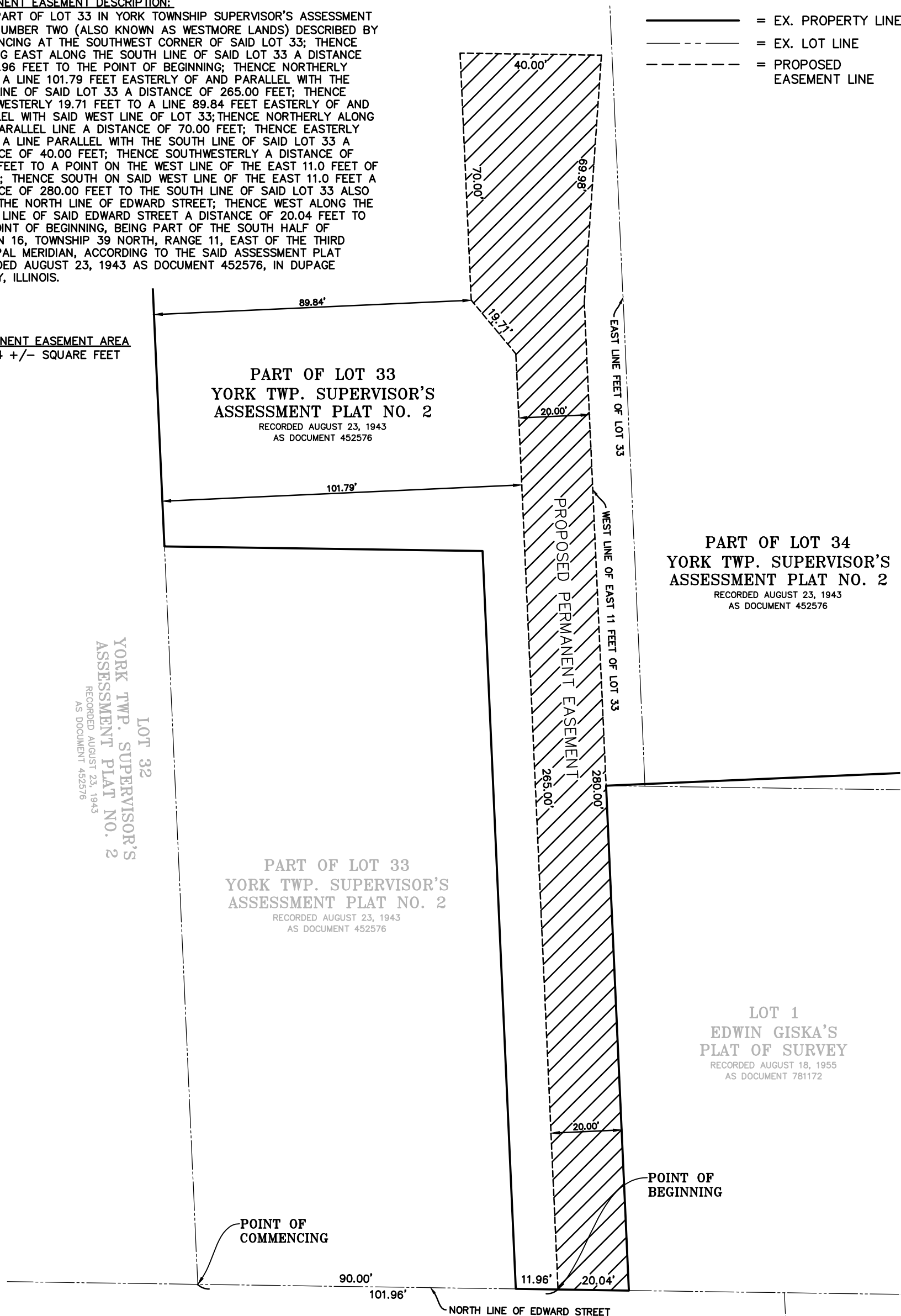
-  = EX. PROPERTY LINE
-  = EX. LOT LINE
-  = PROPOSED EASEMENT LINE



PERMANENT EASEMENT DESCRIPTION:

THAT PART OF LOT 33 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER TWO (ALSO KNOWN AS WESTMORE LANDS) DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 33; THENCE RUNNING EAST ALONG THE SOUTH LINE OF SAID LOT 33 A DISTANCE OF 101.96 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY ALONG A LINE 101.79 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 33 A DISTANCE OF 265.00 FEET; THENCE NORTHWESTERLY 19.71 FEET TO A LINE 89.84 FEET EASTERLY OF AND PARALLEL WITH SAID WEST LINE OF LOT 33; THENCE NORTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 70.00 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 33 A DISTANCE OF 40.00 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 69.98 FEET TO A POINT ON THE WEST LINE OF THE EAST 11.0 FEET OF LOT 33; THENCE SOUTH ON SAID WEST LINE OF THE EAST 11.0 FEET A DISTANCE OF 280.00 FEET TO THE SOUTH LINE OF SAID LOT 33 ALSO BEING THE NORTH LINE OF EDWARD STREET; THENCE WEST ALONG THE NORTH LINE OF SAID EDWARD STREET A DISTANCE OF 20.04 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTH HALF OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE SAID ASSESSMENT PLAT RECORDED AUGUST 23, 1943 AS DOCUMENT 452576, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT EASEMENT AREA
8,204 +/- SQUARE FEET



LOT 32
 YORK TWP. SUPERVISOR'S
 ASSESSMENT PLAT NO. 2
 RECORDED AUGUST 23, 1943
 AS DOCUMENT 452576

PART OF LOT 33
 YORK TWP. SUPERVISOR'S
 ASSESSMENT PLAT NO. 2
 RECORDED AUGUST 23, 1943
 AS DOCUMENT 452576

PART OF LOT 34
 YORK TWP. SUPERVISOR'S
 ASSESSMENT PLAT NO. 2
 RECORDED AUGUST 23, 1943
 AS DOCUMENT 452576

PART OF LOT 33
 YORK TWP. SUPERVISOR'S
 ASSESSMENT PLAT NO. 2
 RECORDED AUGUST 23, 1943
 AS DOCUMENT 452576

LOT 1
 EDWIN GISKA'S
 PLAT OF SURVEY
 RECORDED AUGUST 18, 1955
 AS DOCUMENT 781172

EDWARD STREET

ADDISON
 AVENUE



**ENGINEERING
 RESOURCE
 ASSOCIATES, INC.**
 CONSULTING ENGINEERS, SCIENTISTS
 & SURVEYORS

35701 WEST AVENUE, SUITE 150
 WARRENVILLE, ILLINOIS 60555
 PHONE (630) 393-3060
 FAX (630) 393-2152

2416 GALEN DRIVE
 CHAMPAIGN, ILLINOIS 61821
 PHONE (217) 351-6268
 FAX (217) 355-1902

ERA JOB#: W22044.D0
 PREPARED FOR: DUPAGE COUNTY

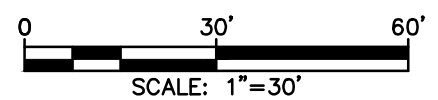


Exhibit A

TEMPORARY EASEMENT EXHIBIT

P.I.N.: 06-16-401-003

TEMPORARY EASEMENT DESCRIPTION:

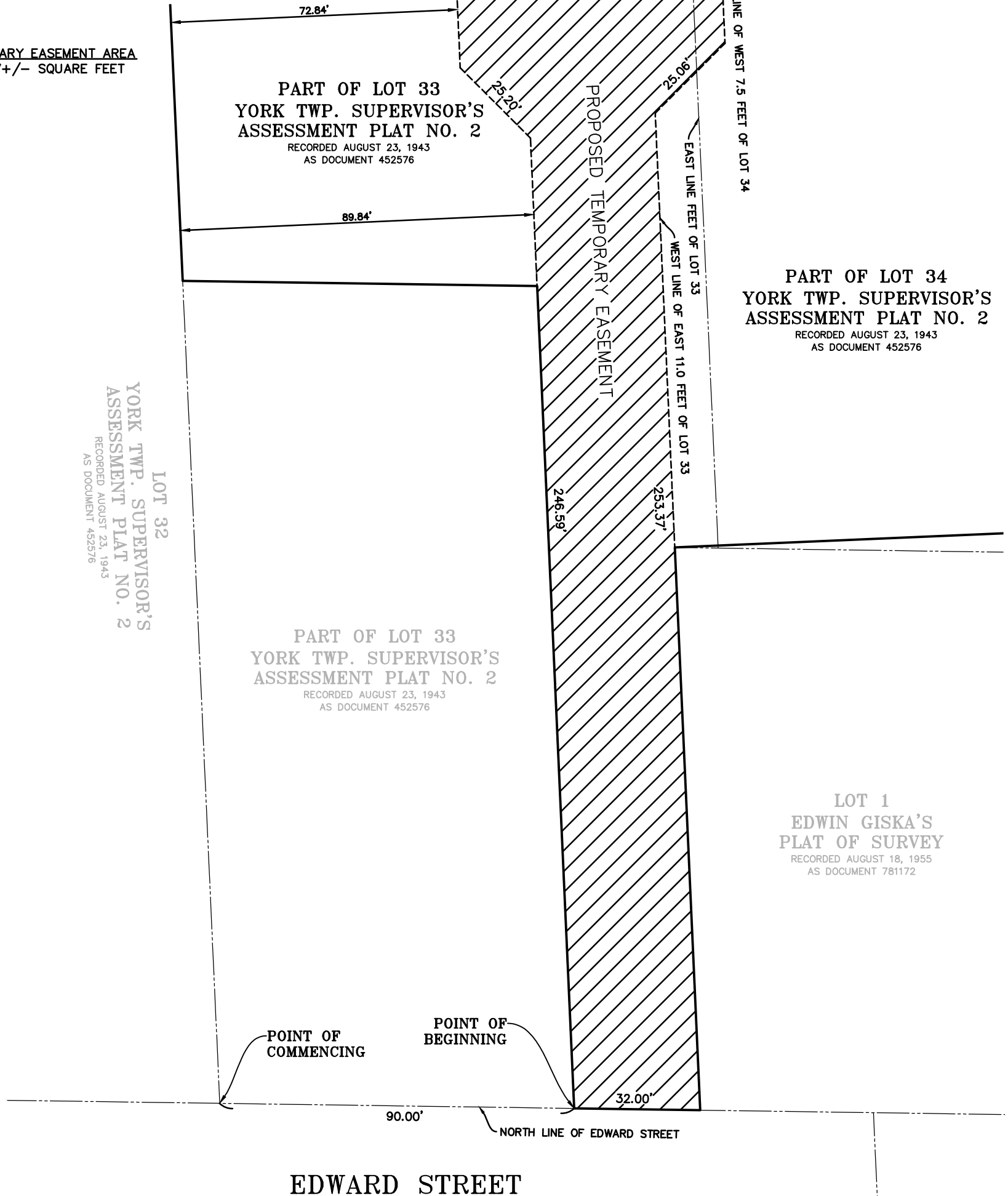
THAT PART OF LOTS 33 AND 34 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER TWO (ALSO KNOWN AS WESTMORE LANDS) DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 33; THENCE RUNNING EAST ALONG THE SOUTH LINE OF SAID LOT 33 A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY ALONG A LINE 89.84 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 33 A DISTANCE OF 246.59 FEET; THENCE NORTHWESTERLY 25.20 FEET TO A LINE 72.84 FEET EASTERLY OF AND PARALLEL WITH SAID WEST LINE OF LOT 33; THENCE NORTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 84.81 FEET; THENCE EASTERLY AT A RIGHT ANGLE TO THE LAST DESCRIBED COURSE A DISTANCE OF 67.44; THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 7.5 FEET OF SAID LOT 34 A DISTANCE OF 81.62 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 25.06 FEET TO A POINT ON THE WEST LINE OF THE EAST 11.0 FEET OF LOT 33; THENCE SOUTH ON SAID WEST LINE OF THE EAST 11.0 FEET A DISTANCE OF 253.37 FEET TO THE SOUTH LINE OF SAID LOT 33 ALSO BEING THE NORTH LINE OF EDWARD STREET; THENCE WEST ALONG THE NORTH LINE OF SAID EDWARD STREET A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTH HALF OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE SAID ASSESSMENT PLAT RECORDED AUGUST 23, 1943 AS DOCUMENT 452576, IN DUPAGE COUNTY, ILLINOIS.

LEGEND

- = EX. PROPERTY LINE
- - - = EX. LOT LINE
- - - = PROPOSED EASEMENT LINE



TEMPORARY EASEMENT AREA
14,477+/- SQUARE FEET



LOT 32
YORK TWP. SUPERVISOR'S
ASSESSMENT PLAT NO. 2
RECORDED AUGUST 23, 1943
AS DOCUMENT 452576

PART OF LOT 33
YORK TWP. SUPERVISOR'S
ASSESSMENT PLAT NO. 2
RECORDED AUGUST 23, 1943
AS DOCUMENT 452576

PART OF LOT 33
YORK TWP. SUPERVISOR'S
ASSESSMENT PLAT NO. 2
RECORDED AUGUST 23, 1943
AS DOCUMENT 452576

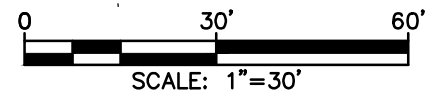
PART OF LOT 34
YORK TWP. SUPERVISOR'S
ASSESSMENT PLAT NO. 2
RECORDED AUGUST 23, 1943
AS DOCUMENT 452576

LOT 1
EDWIN GISKA'S
PLAT OF SURVEY
RECORDED AUGUST 18, 1955
AS DOCUMENT 781172

POINT OF COMMENCING
POINT OF BEGINNING
90.00'
NORTH LINE OF EDWARD STREET

EDWARD STREET

ADDISON AVENUE



**ENGINEERING
RESOURCE
ASSOCIATES, INC.**
CONSULTING ENGINEERS, SCIENTISTS
& SURVEYORS

35701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
PHONE (630) 393-3060
FAX (630) 393-2152

2416 GALEN DRIVE
CHAMPAIGN, ILLINOIS 61821
PHONE (217) 351-6268
FAX (217) 355-1902

ERA JOB#: W22044.D0
PREPARED FOR: DUPAGE COUNTY



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0019-24

Agenda Date: 7/2/2024

Agenda #: 9. F

EASEMENT AGREEMENT BETWEEN
THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY
AND THE COUNTY OF DUPAGE
FOR A STORMWATER SEWER WITHIN YORK/HIGH RIDGE FOREST PRESERVE

WHEREAS, the DISTRICT owns certain property commonly known as the York/High Ridge Forest Preserve (hereinafter “York/High Ridge”); and

WHEREAS, the COUNTY is in the design stage for the Luther High Ridge Flood Relief Stormwater Sewer Project to reduce stormwater ponding in Roosevelt Road within unincorporated York Township; and

WHEREAS, the COUNTY has requested to use a certain portion of York/High Ridge for the construction of a stormwater sewer (hereinafter “PROJECT”); and

WHEREAS, the COUNTY has requested that the DISTRICT grant a permanent easement for the proposed stormwater sewer improvements and a temporary easement for the work area and grading; and

WHEREAS, the DISTRICT and the COUNTY are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1(c), hereinafter referred to as the “Transfer Act”; and

WHEREAS, Section 2 of the Transfer Act authorizes transfers of real estate, or interests therein, between municipalities for any public purpose upon such terms as are agreed to by the corporate authorities of the respective municipalities; and

WHEREAS, in accordance with Section 2 of the Transfer Act, the COUNTY, pursuant to a duly passed ordinance, has determined that it is necessary to be granted a permanent easement for the proposed stormwater sewer improvements and a temporary easement for work area and grading; and

NOW THEREFORE IT BE RESOLVED, the DISTRICT has determined that it is reasonable, necessary and in the public interest and welfare to grant the COUNTY a permanent easement for the Force Main, subject to the terms and conditions set forth herein.

Enacted and approved this 9th day of July, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services



STORMWATER MANAGEMENT

MEMORANDUM

Date: June 20, 2024

To: Stormwater Management Committee

From: Robert Covey, P.E., Senior Project Engineer

Re: Luther – High Ridge Drainage Project (ARPA) –Easement Agreement w/
Forest Preserve District of DuPage County

DuPage County Stormwater Management, through its Watershed Planning Program, has been working to implement various projects outlined in the Sugar Creek Watershed Plan. The watershed plan, which was approved by the County Board on August 21, 2018, includes several recommended projects to reduce flooding and improve water quality throughout the watershed. Staff from Stormwater Management have been working with staff from York Township, Village of Lombard, and the Forest Preserve District of DuPage County to implement one of the projects: the Luther – High Ridge Drainage Project. DuPage County has received ARPA funding in the amount of \$179,266,585 with a portion of these funds being allocated to Stormwater projects. The Stormwater Management Department has received a portion of the ARPA funds to be used for construction of new projects. The Luther – High Ridge Drainage Project will be funded through ARPA and will provide critical reduction in flood depth and duration along Luther Avenue in unincorporated York Township. Stormwater staff also worked with the Illinois Department of Transportation to expedite the storm sewer crossing of the Illinois 38 (Roosevelt Road) right-of-way.

Stormwater Management staff has worked with an engineering consultant to design and permit final construction documents of the proposed stormwater project. The proposed solution will include the installation of a new storm sewer to collect storm water from upstream of Roosevelt Road and convey the water downstream to the High Ridge Forest Preserve north of Edwards Street. The new reinforced concrete storm sewer will range in size from 27” diameter at the start of the project, up to 42” diameter at the downstream end of the project. There will also be several small pipe connections and local road inlets that will help alleviate some ponding water along the project route. Restoration of the pavement areas has been coordinated with York Township Highway Department so as not to duplicate pavement reconstruction work in the near future. Reductions in flood elevations upstream of Roosevelt Road provide for a 25-year level of service. In the case of a 25-year design storm event, Luther Avenue would have

some water on the pavement, but the road would still be passable for vehicle traffic. In addition, some tree clearing and vegetation removal will take place along the project route and within the High Ridge Forest Preserve in order to facilitate the construction of the improvements. As part of the final project restoration, the wetland buffer within the High Ridge Forest Preserve will be fully restored and improved over existing conditions.

An Easement Agreement is required between DuPage County and the Forest Preserve District of DuPage County in order to facilitate the construction of the drainage improvements. The majority of the improvements will be taking place within the township right-of-way, however the downstream portion of the work will take place in the High Ridge Forest Preserve. This Easement Agreement with the Forest Preserve District will include a permanent drainage easement which will provide DuPage County Stormwater Management the appropriate permissions to operate, inspect, and maintain the improvements on District property in perpetuity.

The Easement Agreement also outlines several fees required to be paid by DuPage County for the easements in the amount of \$41,677.38. Tree Value fees for the project have been negotiated with the Forest Preserve District and the District has agreed to waive these specific fees for this project.

Action Requested: Staff is requesting approval of the Easement Agreement with the Forest Preserve District of DuPage County for the Luther – High Ridge Drainage Improvement Project along with the corresponding Ordinance.



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: \$41,677.38
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 07/02/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$41,677.38
	CURRENT TERM TOTAL COST: \$41,677.38	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: DuPage County Forest Preserve	VENDOR #: 21345	DEPT: Stormwater Management	DEPT CONTACT NAME: Robert Covey
VENDOR CONTACT: Kevin Stough	VENDOR CONTACT PHONE: 630-933-7235	DEPT CONTACT PHONE #: (630)407-6714	DEPT CONTACT EMAIL: robert.covey@dupagecounty.gov
VENDOR CONTACT EMAIL: kstough@dupageforest.org	VENDOR WEBSITE: dupageforest.org	DEPT REQ #: 1600-2418	
<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.). Easement Agreement with the Forest Preserve outlines required easement and tree value fees.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The agreement is necessary for DuPage County Stormwater to proceed with the Luther - High Ridge (ARPA) project.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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: DuPage County Forest Preserve	Vendor#: 21345	Dept: Stormwater Management	Division:
Attn: Kevin Stough	Email: kstough@dupageforest.org	Attn: Robert Covey	Email: robert.covey@dupagecounty.gov
Address: 3 S 580 Naperville Road	City: Wheaton	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60189	State: IL	Zip: 60187
Phone: 630-933-7200	Fax:	Phone: 630-407-6714	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME	Vendor#:	Dept: SAME	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 9, 2024	Contract End Date (PO25): June 30, 2025

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		Temp Easement	FY24	1600	3000	53830		3,677.38	3,677.38
2	1	EA		Permanent Easement Fees	FY24	1600	3000	54000		38,000.00	38,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 41,677.38

<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.

**Prepared by and Return to:
Land Preservation Manager
Forest Preserve District of DuPage County
P.O. Box 5000
Wheaton, IL 60189-5000**

**Property Address:
Vacant Land on North Side of Edward Street
and West of Addison Avenue
Lombard, Illinois 60148
P.I.N.: 06-16-401-003 (part)**

EASEMENT AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY AND COUNTY OF DUPAGE FOR A STORMWATER SEWER WITHIN YORK/HIGH RIDGE FOREST PRESERVE

THIS EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") is effective upon being signed by all parties and is made and entered into by and between the Forest Preserve District of DuPage County, a body politic and corporate (hereinafter referred to as the "DISTRICT") and the County of DuPage, a body politic and corporate (hereinafter referred to as the "COUNTY"). The DISTRICT and the COUNTY are sometimes referred herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the DISTRICT owns certain property commonly known as the York/High Ridge Forest Preserve (hereinafter "York/High Ridge"); and

WHEREAS, the COUNTY is in the design stage for the Luther High Ridge Flood Relief Stormwater Sewer Project to reduce stormwater ponding in Roosevelt Road within unincorporated York Township; and

WHEREAS, the COUNTY has requested to use a certain portion of York/High Ridge for the construction of a stormwater sewer (hereinafter "PROJECT"); and

WHEREAS, the COUNTY has requested that the DISTRICT grant a permanent easement for the proposed stormwater sewer improvements and a temporary easement for the work area and grading; and

WHEREAS, the DISTRICT and the COUNTY are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1(c), hereinafter referred to as the "Transfer Act"; and

WHEREAS, Section 2 of the Transfer Act authorizes transfers of real estate, or interests therein, between municipalities for any public purpose upon such terms as are agreed to by the corporate authorities of the respective municipalities; and

WHEREAS, in accordance with Section 2 of the Transfer Act, the COUNTY, pursuant to a duly passed ordinance, has determined that it is necessary to be granted a permanent easement for the proposed stormwater sewer improvements and a temporary easement for work area and grading; and

WHEREAS, the DISTRICT has determined that it is reasonable, necessary and in the public interest and welfare to grant the COUNTY a permanent easement and temporary easements subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing preambles and the promises, terms and conditions set forth herein, the Parties agree as follows:

1.0 INCORPORATION OF RECITALS

1.1 The recitals set forth above are incorporated herein and made a part of this Agreement.

2.0 EASEMENTS GRANTED

2.1 The DISTRICT hereby grants the COUNTY a non-exclusive, permanent easement for the construction and future operation, maintenance and replacement of a stormwater sewer and stormwater water improvements in a certain portion of York/High Ridge as depicted in the easement exhibit attached hereto and incorporated herein as **Exhibit A** and legally described in **Exhibit B**, attached hereto and incorporated herein (hereinafter “Permanent Easement Premises”) on the terms and conditions as provided for in this Agreement.

2.2 The DISTRICT also hereby grants the COUNTY a non-exclusive, temporary easement for work area and to conduct grading in a certain portion of York/High Ridge as depicted in the easement exhibit attached hereto as Exhibit A (hereinafter “Temporary Easement Premises”) on the terms and conditions as provided for in this Agreement.

2.3 The temporary easement shall expire upon DISTRICT written acceptance of the restoration of all disturbed areas.

3.0 SCOPE OF PROJECT

3.1 The PROJECT is located within York/High Ridge as depicted in Exhibit A. The Parties have agreed that the PROJECT work shall be as depicted and described in the plan drawings, prepared by Engineering Resource Associates and dated May 7, 2024 (hereinafter referred to as “Final Plan”). The Final Plan shall be deemed incorporated herein by reference but without attaching said document hereto due to its size.

3.2 The COUNTY intends to begin construction of the PROJECT no earlier than October 1, 2024, with substantial completion anticipated on or before June 30, 2025.

3.3 The Parties agree that the PROJECT work shall be consistent with the terms and conditions of each and every permit and, or, approval issued by any regulatory authority having jurisdiction over the PROJECT.

3.4 The COUNTY shall notify the DISTRICT’S designated project representative (Kevin Stough, kstough@dupageforest.org) no less than five business days prior to the first access to the Permanent Easement Premises and Temporary Easement Premises. The COUNTY shall notify the DISTRICT no less than 14 business days prior to any in-river work so that the

DISTRICT can perform mussel relocation in advance of the work. The COUNTY shall notify the DISTRICT no less than six weeks prior to any future construction project within the Permanent Easement Premises related to the compensatory storage in accordance with the notice provisions in paragraph 12.0 herein. The COUNTY shall make any independent contractor accessing the Permanent Easement Premises and Temporary Easement Premises aware of the terms and conditions of this Agreement.

3.5 The COUNTY shall notify the DISTRICT'S designated project representative within two days after the completion of the restoration of the Permanent Easement Premises and Temporary Easement Premises.

4.0 EASEMENT FEE

4.1 The DISTRICT'S Ordinance 96-096 (Rules and Regulations for Easements and Licenses) provides that easement fees are based on 1) an easement fee and 2) the value of the trees within an easement. The fee for the permanent easement is \$38,000.00, which is based on a land value of \$200,000 per acre ($\$200,000 \times 0.19 \text{ acres} = \$38,000.00$). The fee for the temporary easement is \$3,677.38, which is based on \$26,267 per acre ($\$26,267 \times 0.14 \text{ acres} = \$3,677.38$). The total of the fees for the permanent and temporary easements is \$41,677.38. The COUNTY intends to remove only a portion of the trees within the Permanent Easement Premises and Temporary Easement Premises as referenced in the Tree Survey Report prepared by Engineering Resources Associates and revision dated 4/11/2024, attached hereto and incorporated herein as **Exhibit C**. The total tree value fee is \$65,170.00 as calculated in the Tree Value Table attached hereto and incorporated herein as **Exhibit D**. Ordinance 96-096 also authorizes the DISTRICT to accept in-kind services and construction of improvements in lieu of paying easement fees. The COUNTY has requested that the natural resource restoration work within West Branch Forest Preserve (2022 Smith Road Storm Sewer Easement Agreement) be accepted by the DISTRICT in lieu of paying tree removal fees. The DISTRICT agrees to the COUNTY'S natural resource restoration work within West Branch Forest Preserve as payment in lieu of paying tree removal fees. The total easement fee shall be paid to the DISTRICT prior to the execution of this Agreement by the DISTRICT.

4.2 Upon COUNTY written notice of the completion of the PROJECT to the DISTRICT, the COUNTY shall provide the DISTRICT with an updated Tree Survey Report which identifies all of the trees removed within the Permanent Easement Premises and Temporary Easement Premises. After DISTRICT inspection and confirmation of the total number of trees removed, the DISTRICT will prepare an updated Tree Value Table to establish a final tree value fee. If the final tree value exceeds the original tree value identified in Exhibit F, the COUNTY will pay the DISTRICT the balance of the tree value fee. If the COUNTY removes any trees within the Permanent Easement Premises in the future, the County shall pay the DISTRICT the requisite tree removal fees then in existence in the DISTRICT'S regulations.

5.0 PERMITS AND APPROVALS

5.1 The COUNTY shall complete the design of the PROJECT, including all plan sets, drawings, specifications, and cost estimates. The COUNTY agrees to cooperate with the DISTRICT regarding any significant proposed changes, alterations, or modifications to the Final Plans that materially affect the DISTRICT including, but not limited to any field adjustments or

change orders, by providing reasonable advance notification and opportunity for review and comment.

- 5.2 The COUNTY shall obtain all necessary permits or other approvals required for the stormwater improvements. The COUNTY shall also comply with all applicable federal, state, and local laws, rules, and regulations (including, but not limited to, those relating to safety) whenever it performs any work on the Permanent Easement Premises and Temporary Easement Premises or exercises any rights conferred under this Agreement.
- 5.3 The COUNTY agrees to provide the DISTRICT with as-built record drawings of the PROJECT within 90 days following completion of the PROJECT.

6.0 INSURANCE

- 6.1 The COUNTY is self-insured and does not purchase insurance on a case-by-case basis. Before beginning any PROJECT work and any future work (as referenced in paragraph 9.0) within the Permanent Easement Premises, the COUNTY shall require each of its contractors and consultants (including their sub-contractors) to obtain the following minimum insurance coverages, which shall be maintained in force until the COUNTY has furnished the DISTRICT with a letter certifying that all PROJECT work, restoration work, and future work has been completed:
- (a) Workers' Compensation Insurance with limits as required by the applicable statutes of the State of Illinois.
 - (b) Employer's Liability Insurance with limits of not less than \$1,000,000.00 each accident/injury; \$500,000.00 each employee/disease.
 - (c) Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence bodily injury/ property damage combined single limit; \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of Commercial General Liability Insurance shall provide "occurrence" based coverage and shall include an endorsement naming the DISTRICT as an additional insured. The Commercial General Liability policy shall include, but not be limited to, the following:
 - (i) premises/operations coverage;
 - (ii) products/completed operations coverage;
 - (iii) contractual liability coverage (specifically covering the indemnification obligations referred to in paragraph 10);
 - (iv) personal injury coverage (with the employment exclusion deleted);
 - (v) broad form property damage coverage;
 - (vi) explosion, collapse, and underground coverage; and
 - (vii) independent contractor liability coverage.
 - (d) Comprehensive Motor Vehicle Liability Insurance with limits of not less than \$2,000,000 each accident bodily injury/property damage combined single limit.
 - (e) Umbrella/excess liability insurance shall be in force for a minimum limit of \$1,000,000 per each occurrence bodily injury/property damage combined single limit. The umbrella coverage shall apply in excess above the limits stated in subparagraphs (b) and (c).

The foregoing insurance coverage shall be provided by companies authorized to transact business in the State of Illinois and acceptable to and approved by the Parties. The COUNTY

shall provide the DISTRICT with Certificates of Insurance from their contractors and consultants and if requested, copies of the policies or endorsements issued by the insurers. Each certificate and policy shall provide that no cancellation or modification of the policy will occur without at least 30 days' prior written notice to the DISTRICT. The COUNTY shall not allow any contractor or consultant to commence work on properties owned by the DISTRICT until all the insurance coverage required under this paragraph have been obtained and satisfactory evidence thereof has been furnished in writing to the DISTRICT. Each contract between the COUNTY and a contractor and, or consultant, performing work on the properties owned by the DISTRICT shall provide that the DISTRICT is intended as a third-party beneficiary of the insurance obligation that is required of the contractor, or consultant, under this paragraph. The DISTRICT may require, as part of their pre-bid comments, that any COUNTY-hired vendor performing work on DISTRICT property maintain insurance coverage in higher amounts and, or, that such coverage include specific endorsements. The COUNTY shall maintain during the term of this Agreement, as part of their self-insurance, a policy of Commercial General Liability Insurance providing coverage for bodily injury and property damage claims arising on or from the use of the Permanent Easement Premises.

7.0 CONSTRUCTION ACTIVITY

- 7.1 All construction activities shall be confined to the Permanent Easement Premises and Temporary Easement Premises. No construction personnel or equipment shall be permitted outside the Permanent Easement Premises and Temporary Easement Premises while engaged in construction activities. The COUNTY shall install temporary construction fencing or silt fencing at the boundary of the Permanent Easement Premises and Temporary Easement Premises prior to starting the work.
- 7.2 The DISTRICT shall not be responsible for or have control over the construction means, methods, techniques, or procedures with respect to the construction of the PROJECT. In no event shall the DISTRICT be responsible for or have any obligation with respect to the safety of any person performing work on the Permanent Easement Premises and Temporary Easement Premises, including, but not limited to, the employees of the COUNTY or of any contractor, subcontractor, agent, or consultant.
- 7.3 The COUNTY shall maintain the Permanent Easement Premises and Temporary Easement Premises in accordance with applicable safety rules and regulations.
- 7.4 In the event the COUNTY, its employees or agents, or any contractor or subcontractor engaged to perform work on the Permanent Easement Premises and Temporary Easement Premises causes any damage to trees, shrubs, or other vegetation or landscaping, or any improvements lying outside the boundaries thereof, the COUNTY shall pay the cost of replacement in the case of trees, shrubs or other vegetation, and in the case of landscaping or improvements, shall pay the cost of restoration and repair. Said costs shall be calculated at current replacement costs as reasonably determined by the DISTRICT for all material, labor, and incidentals necessary for a complete restoration and repair. In addition to paying for the cost of restoration and repair, the COUNTY shall pay the DISTRICT an amount equal to 15 percent of the cost of restoration and repair for administrative and supervision expenses.

8.0 RESTORATION

- 8.1 Following completion of the PROJECT, all areas affected or disturbed within the Permanent Easement Premises and Temporary Easement Premises shall be restored in accordance with the Final Plan. The COUNTY'S restoration of the Permanent Easement Premises and Temporary Easement Premises is subject to DISTRICT inspection and acceptance.
- 8.2 If the COUNTY fails to properly restore the Permanent Easement Premises and Temporary Easement Premises within 30 days of service of the DISTRICT'S written demand for the restoration work, the DISTRICT shall have the right to take such action as it deems necessary to perform the restoration or corrective work, which shall include the authority to (a) perform the work with its own personnel and (b) engage the services of an independent contractor to perform the work. The COUNTY shall reimburse the DISTRICT for costs associated with said DISTRICT restoration or corrective work within 30 days of service of the DISTRICT'S written demand for payment. In addition to paying for the cost of restoration or corrective work, the COUNTY shall pay the DISTRICT an amount equal to 15 percent of the cost of restoration and corrective work for administrative and supervision expenses.

9.0 FUTURE WORK

- 9.1 The COUNTY shall provide written notice to the DISTRICT no less than 60 days prior to access to the Permanent Easement Premises for any major work. The COUNTY shall notify the DISTRICT'S designated project representative no less than five business days prior to access to the Permanent Easement Premises for any minor maintenance work.

10.0 INDEMNIFICATION

- 10.1 To the extent permitted by law, the COUNTY shall defend, save, and hold harmless the DISTRICT, its elected officials, officers, employees and agents from any and all claims, liabilities, causes of action, losses, damages and for all costs and expenses related thereto, including, without limitation, reasonable attorney and expert witness fees that may at any time arise or be claimed by any person or entity as a result of bodily injury, sickness, death or property damage, or as a result of any other claim or suit of any nature whatsoever, allegedly arising out of or in any manner connected with, directly or indirectly, the construction activities, when such bodily injury, sickness, death, property damage or other claim is allegedly caused by a negligent or intentional act or omission on the part of the COUNTY or its contractors, subcontractors, engineers, consultants, employees, or agents.
- 10.2 To the extent permitted by law, the COUNTY shall also defend, save, hold harmless and indemnify the DISTRICT from any and all claims, liabilities, causes of action, losses and damages that may arise or be claimed by any person or entity for bodily injury, sickness, death or property damage, or for any other claim or suit of any nature whatsoever, arising from or in any manner connected with, directly or indirectly, any defect in the proposed stormwater sewer and swale caused by defective materials, workmanship or construction methods.
- 10.3 The obligation on the part of the COUNTY to defend, hold harmless and indemnify the DISTRICT relative to the activities contemplated within this Agreement is perpetual. Nothing contained herein shall be construed as prohibiting the COUNTY, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them and/or the DISTRICT. The COUNTY

does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

- 10.4 The COUNTY shall require each contractor who performs any work on the Permanent Easement Premises and Temporary Easement Premises, to defend, hold harmless and indemnify the DISTRICT to the same extent as required of the COUNTY under paragraph 10.0.
- 10.5 The COUNTY shall promptly pay all costs and expenses relating to any and all work within the Permanent Easement Premises and Temporary Easement Premises and shall not allow any liens on DISTRICT property as a result of the work. To the extent permitted by law, the COUNTY shall defend, indemnify, and hold the DISTRICT harmless from any and all liens, costs and expenses arising from any work performed under this Agreement.

11.0 BREACH OF AGREEMENT

- 11.1 If a Party reasonably believes that a breach of this Agreement has occurred or is occurring, the Party shall serve written notice thereof upon the Party committing or permitting such breach to occur, specifying in detail the breach and the facts supporting such claim. The Party alleged to have committed the breach shall have 30 days within which to cure the violation. If the Party in violation is the COUNTY, and the COUNTY fails to cure the breach within the 30-day period, the DISTRICT may pursue monetary damages or specific performance provided that the 30-day cure period shall be extended for a reasonable time if the COUNTY has undertaken to cure the breach within the 30-day period and continues to diligently and in good faith to complete the corrective action.
- 11.2 Action by any Party to enforce this Agreement shall be without prejudice to the exercise of any other rights provided herein or by law or in equity to remedy a breach of this Agreement, subject to the terms of the preceding Paragraph 11.1.
- 11.3 A waiver by a Party of any breach of one or more of the terms of this Agreement on the part of the other Party shall not constitute a waiver of any subsequent or other breach of the same or other term, nor shall the failure on the part of a Party to require exact, full and complete compliance with any of the terms contained herein be construed as changing the terms of this Agreement or estopping a Party from enforcing full compliance with the provisions set forth herein. No delay, failure, or omission of a Party to exercise any right, power, privilege or option arising from a breach shall impair any right, privilege or option, or be construed as a waiver or acquiescence in such breach or as a relinquishment of any right. No option, right, power, remedy or privilege of the Parties shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, power, privileges, and remedies given the Parties under this Agreement and by law shall be cumulative.

12.0 NOTICES

- 12.1 All notices required to be given under the terms of this Agreement shall be in writing and served by certified or registered mail, return receipt requested, properly addressed with the postage prepaid and deposited in the United States mail. Notices served upon the DISTRICT shall be directed to the Executive Director, Forest Preserve District of DuPage County, P.O. Box 5000, Wheaton, IL 60189-5000. Notices served upon COUNTY shall be directed to the Director, DuPage County Department of Stormwater Management, County of DuPage, 421 N. County Farm Road, Wheaton, Illinois 60187. Any Party may designate a new location for

service of notices by serving notice of the change in accordance with the requirements of this paragraph.

13.0 MISCELLANEOUS TERMS

- 13.1 All rights, title and privileges herein granted, including all benefits and burdens, shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns.
- 13.2 The DISTRICT hereby reserves the right to use, or permit to be used, the Permanent Easement Premises in any manner that will not prevent or materially interfere with the exercise by the COUNTY of the rights granted herein.
- 13.3 If any Party initiates any legal proceeding or action, whether at law or in equity, to enforce any provision of this Agreement, the prevailing Party (as determined by the court) shall be entitled to recover its reasonable costs and expenses incurred in connection with said proceeding or action, including, but not limited to, reasonable expert witness and attorney fees.
- 13.4 The DISTRICT shall be responsible for recording this Agreement, at its expense, in the Office of the Recorder of Deeds, DuPage County, and for providing the COUNTY with a recorded copy.
- 13.5 The provisions set forth herein represent the entire agreement between the Parties and supersede any previous oral or written agreements, as it is the intent of the Parties to provide for a complete integration within the terms of this Agreement. No provision may be modified in any respect unless such modification is in writing, duly approved and signed by all Parties.
- 13.6 This Agreement shall be construed in accordance with the laws of the State of Illinois. The jurisdiction and venue for resolving any disputes concerning the Parties respective performance, or failure to perform, under this Agreement, shall be in the 18th Judicial Circuit Court, DuPage County, Illinois.
- 13.7 This Agreement shall be executed in duplicate, and each Party shall retain a fully executed original, all of which shall be deemed to be one Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates stated below.

**FOREST PRESERVE DISTRICT OF
DUPAGE COUNTY**

COUNTY OF DUPAGE

BY: _____
Daniel Hebreard, President

BY: _____
Deborah A. Conroy, Chair,
DuPage County Board

ATTEST: _____
Judith Malahy, Secretary

ATTEST: _____
Jean Kaczmarek, County Clerk




Date signed: _____

Date signed: _____

PERMANENT EASEMENT EXHIBIT

P.I.N.: 06-16-401-003

LEGEND

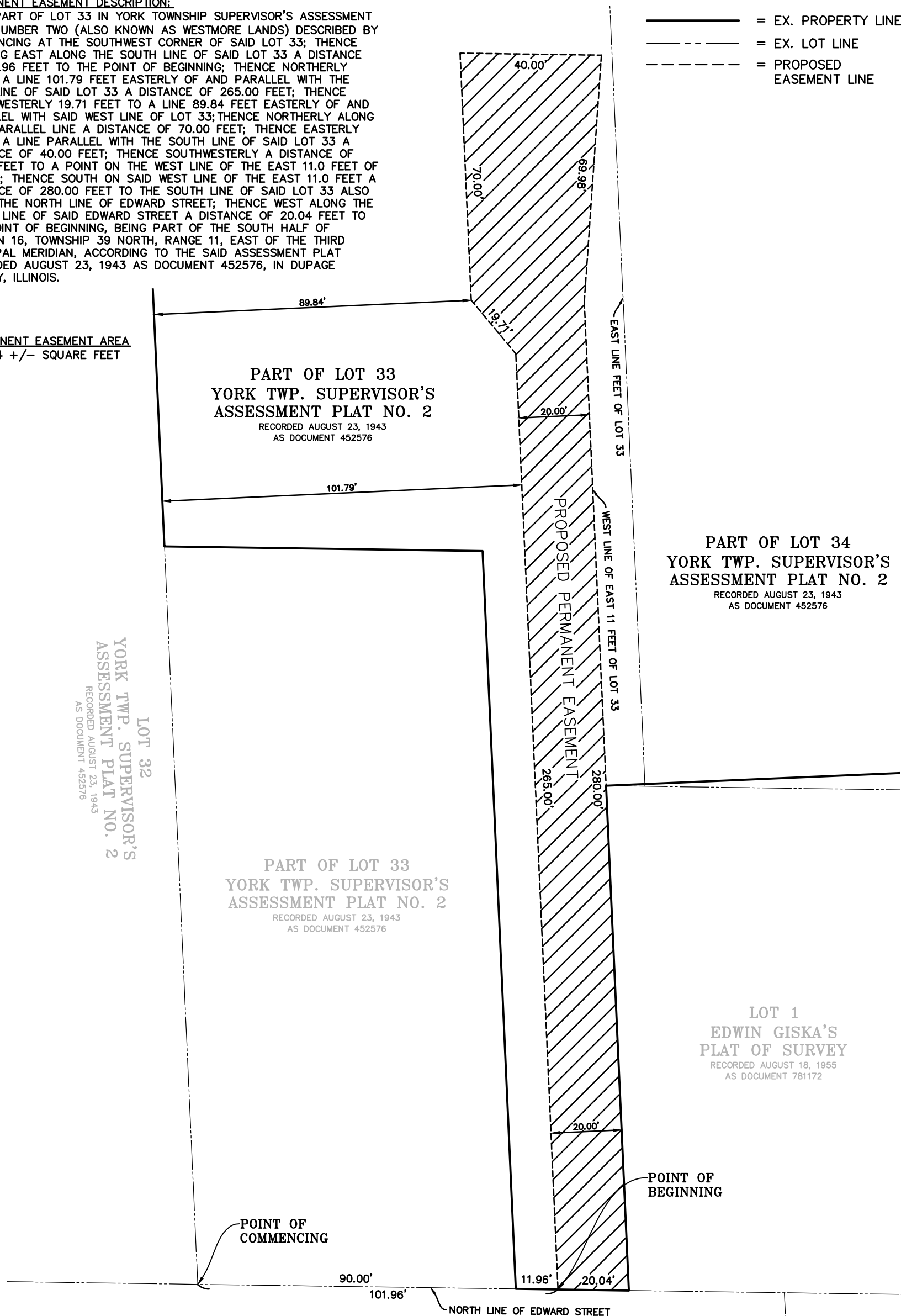
-  = EX. PROPERTY LINE
-  = EX. LOT LINE
-  = PROPOSED EASEMENT LINE



PERMANENT EASEMENT DESCRIPTION:

THAT PART OF LOT 33 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER TWO (ALSO KNOWN AS WESTMORE LANDS) DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 33; THENCE RUNNING EAST ALONG THE SOUTH LINE OF SAID LOT 33 A DISTANCE OF 101.96 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY ALONG A LINE 101.79 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 33 A DISTANCE OF 265.00 FEET; THENCE NORTHWESTERLY 19.71 FEET TO A LINE 89.84 FEET EASTERLY OF AND PARALLEL WITH SAID WEST LINE OF LOT 33; THENCE NORTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 70.00 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 33 A DISTANCE OF 40.00 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 69.98 FEET TO A POINT ON THE WEST LINE OF THE EAST 11.0 FEET OF LOT 33; THENCE SOUTH ON SAID WEST LINE OF THE EAST 11.0 FEET A DISTANCE OF 280.00 FEET TO THE SOUTH LINE OF SAID LOT 33 ALSO BEING THE NORTH LINE OF EDWARD STREET; THENCE WEST ALONG THE NORTH LINE OF SAID EDWARD STREET A DISTANCE OF 20.04 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTH HALF OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE SAID ASSESSMENT PLAT RECORDED AUGUST 23, 1943 AS DOCUMENT 452576, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT EASEMENT AREA
8,204 +/- SQUARE FEET



PART OF LOT 33
YORK TWP. SUPERVISOR'S
ASSESSMENT PLAT NO. 2
RECORDED AUGUST 23, 1943
AS DOCUMENT 452576

PART OF LOT 34
YORK TWP. SUPERVISOR'S
ASSESSMENT PLAT NO. 2
RECORDED AUGUST 23, 1943
AS DOCUMENT 452576

PART OF LOT 33
YORK TWP. SUPERVISOR'S
ASSESSMENT PLAT NO. 2
RECORDED AUGUST 23, 1943
AS DOCUMENT 452576

LOT 1
EDWIN GISKA'S
PLAT OF SURVEY
RECORDED AUGUST 18, 1955
AS DOCUMENT 781172

LOT 32
YORK TWP. SUPERVISOR'S
ASSESSMENT PLAT NO. 2
RECORDED AUGUST 23, 1943
AS DOCUMENT 452576

EDWARD STREET

ADDISON AVENUE



ENGINEERING
RESOURCE
ASSOCIATES, INC.
CONSULTING ENGINEERS, SCIENTISTS
& SURVEYORS

35701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
PHONE (630) 393-3060
FAX (630) 393-2152

2416 GALEN DRIVE
CHAMPAIGN, ILLINOIS 61821
PHONE (217) 351-6268
FAX (217) 355-1902

ERA JOB#: W22044.D0
PREPARED FOR: DUPAGE COUNTY

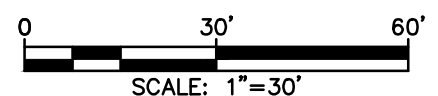


Exhibit A

TEMPORARY EASEMENT EXHIBIT

P.I.N.: 06-16-401-003

TEMPORARY EASEMENT DESCRIPTION:

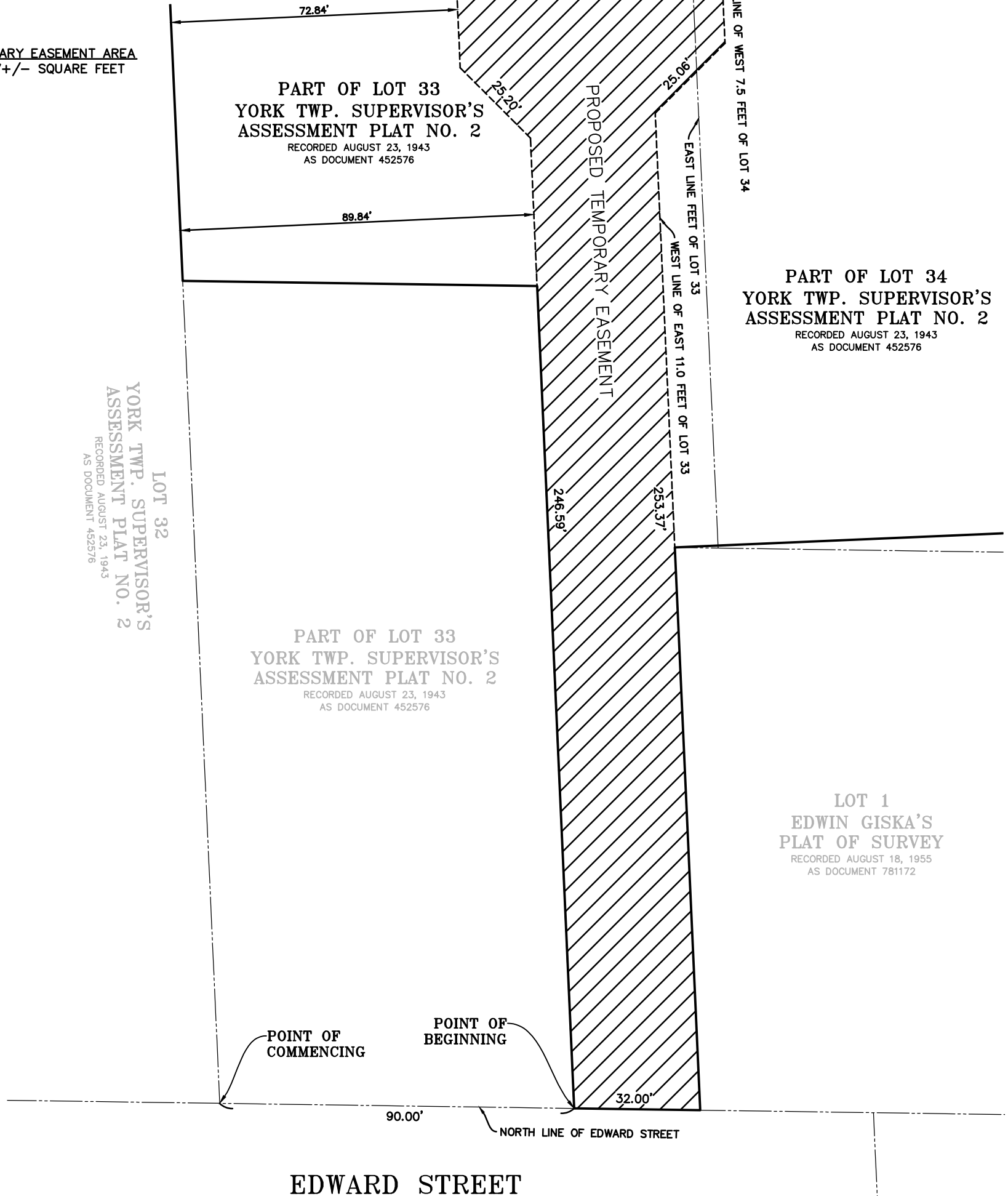
THAT PART OF LOTS 33 AND 34 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER TWO (ALSO KNOWN AS WESTMORE LANDS) DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 33; THENCE RUNNING EAST ALONG THE SOUTH LINE OF SAID LOT 33 A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY ALONG A LINE 89.84 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 33 A DISTANCE OF 246.59 FEET; THENCE NORTHWESTERLY 25.20 FEET TO A LINE 72.84 FEET EASTERLY OF AND PARALLEL WITH SAID WEST LINE OF LOT 33; THENCE NORTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 84.81 FEET; THENCE EASTERLY AT A RIGHT ANGLE TO THE LAST DESCRIBED COURSE A DISTANCE OF 67.44; THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 7.5 FEET OF SAID LOT 34 A DISTANCE OF 81.62 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 25.06 FEET TO A POINT ON THE WEST LINE OF THE EAST 11.0 FEET OF LOT 33; THENCE SOUTH ON SAID WEST LINE OF THE EAST 11.0 FEET A DISTANCE OF 253.37 FEET TO THE SOUTH LINE OF SAID LOT 33 ALSO BEING THE NORTH LINE OF EDWARD STREET; THENCE WEST ALONG THE NORTH LINE OF SAID EDWARD STREET A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTH HALF OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE SAID ASSESSMENT PLAT RECORDED AUGUST 23, 1943 AS DOCUMENT 452576, IN DUPAGE COUNTY, ILLINOIS.

LEGEND

- = EX. PROPERTY LINE
- - - = EX. LOT LINE
- - - = PROPOSED EASEMENT LINE



TEMPORARY EASEMENT AREA
14,477+/- SQUARE FEET



LOT 32
 YORK TWP. SUPERVISOR'S
 ASSESSMENT PLAT NO. 2
 RECORDED AUGUST 23, 1943
 AS DOCUMENT 452576



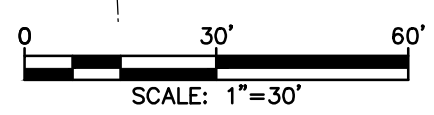
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ERA JOB#: W22044.DO
PREPARED FOR: DUPAGE COUNTY

ADDISON
 AVENUE



LEGAL DESCRIPTION:

PERMANENT EASEMENT DESCRIPTION:

THAT PART OF LOT 33 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER TWO (ALSO KNOWN AS WESTMORE LANDS) DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 33; THENCE RUNNING EAST ALONG THE SOUTH LINE OF SAID LOT 33 A DISTANCE OF 101.96 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY ALONG A LINE 101.79 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 33 A DISTANCE OF 265.00 FEET; THENCE NORTHWESTERLY 19.71 FEET TO A LINE 89.84 FEET EASTERLY OF AND PARALLEL WITH SAID WEST LINE OF LOT 33; THENCE NORTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 70.00 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 33 A DISTANCE OF 40.00 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 69.98 FEET TO A POINT ON THE WEST LINE OF THE EAST 11.0 FEET OF LOT 33; THENCE SOUTH ON SAID WEST LINE OF THE EAST 11.0 FEET A DISTANCE OF 280.00 FEET TO THE SOUTH LINE OF SAID LOT 33 ALSO BEING THE NORTH LINE OF EDWARD STREET; THENCE WEST ALONG THE NORTH LINE OF SAID EDWARD STREET A DISTANCE OF 20.04 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTH HALF OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE SAID ASSESSMENT PLAT RECORDED AUGUST 23, 1943 AS DOCUMENT 452576, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-16-401-003 (part)

High Ridge Forest Preserve Tree Inventory									
Tree #	Size (in.)	Scientific Name	Common Name	Condition	Removal	<15"	<15 & Removed	>15"	>15" removed
837	14	Ulmus pumila	Siberian Elm	Fair		yes		no	
838	10	Malus domestica	Common Apple	Fair	X	yes		10 no	
839	7	Rhamnus cathartica	Buckthorn	Good	X	yes		7 no	
840	16	Malus domestica	Common Apple	Poor	X	no		yes	16
841	31	Acer saccharinum	Silver Maple	Fair		no		yes	
842	20	Malus domestica	Common Apple	Dead	X	no		yes	20
843	18	Pinus strobus	White Pine	Good		no		yes	
844	18	Pinus strobus	White Pine	Good		no		yes	
845	10	Juglans nigra	Black Walnut	Good	X	yes		10 no	
846	14	Populus alba	White Poplar	Poor	X	yes		14 no	
847	15	Populus alba	White Poplar	Fair	X	yes		15 no	
848	13	Populus alba	White Poplar	Fair	X	yes		13 no	
849	5	Juglans nigra	Black Walnut	Good	X	yes		5 no	
850	26	Populus alba	White Poplar	Good		no		yes	
851	33	Populus alba	White Poplar	Fair	X	no		yes	33
852	4	Thuja occidentalis	Arborvitae	Good		yes		no	
853	4	Thuja occidentalis	Arborvitae	Good		yes		no	
854	3	Thuja occidentalis	Arborvitae	Good		yes		no	
855	5	Thuja occidentalis	Arborvitae	Good		yes		no	
856	4	Thuja occidentalis	Arborvitae	Good		yes		no	
857	5	Thuja occidentalis	Arborvitae	Good		yes		no	
857	4	Thuja occidentalis	Arborvitae	Good		yes		no	
859	5	Thuja occidentalis	Arborvitae	Good		yes		no	
860	5	Thuja occidentalis	Arborvitae	Good		yes		no	
861	3	Thuja occidentalis	Arborvitae	Good		yes		no	
861	4	Thuja occidentalis	Arborvitae	Good		yes		no	
862	4	Thuja occidentalis	Arborvitae	Good		yes		no	
863	3	Thuja occidentalis	Arborvitae	Good		yes		no	
863	3	Thuja occidentalis	Arborvitae	Good		yes		no	
864	3	Thuja occidentalis	Arborvitae	Good		yes		no	
214	8	Acer negundo	Boxelder	Poor	X	yes		8 no	
215	7	Acer negundo	Boxelder	Poor	X	yes		7 no	

216	9	Acer negundo	Boxelder	Dead	X	yes	9	no		
217	10	Acer saccharinum	Silver Maple	Poor	X	yes	10	no		
218	10	Juglans nigra	Black Walnut	Fair	X	yes	10	no		
219	9	Acer negundo	Boxelder	Dead	X	yes	9	no		
220	25	Prunus serotina	Black Cherry	Dead	X	no		yes	25	
221	6	Ulmus americana	American Elm	Fair	X	yes	6	no		
222	6	Acer saccharinum	Silver Maple	Dead		yes		no		
223	11	Ulmus americana	American Elm	Good		yes		no		
TOTAL							133	TOTAL	94	

 4/11/2024

Bradley Earnest Certified Arborist # IL-9808-A

- The condition rating scale used considers trees to be in poor health when significant mechanical or insect damage, absence of canopy growth, or less than 30% of the crown appears to be in good health. A fair rated tree may exhibit some minor issues but is otherwise in good health, and a good rated tree is either in excellent condition or was noted to only exhibit minor health problems or mechanical damage.
- Rating is based on tree health and structural integrity where trees with structural issues may be considered in poor condition even if there is no indication of internal health problems or declining status.
- Adjacent private property trees requiring protective fencing will be protected using perimeter construction fencing instead of individual tree fencing.
- Install Tree Protection Fence per Tree Protection Plan prior to any construction activity
- Fence the public portion (parkways) of the entire Tree Protection Zones with a 6' chain-link fence to prevent wounds to the parkway tree(s) as well as soil compaction prior to any construction activity. Post the fence with a sign stating "Tree Protection Zone – Keep Out"
- At no time shall any equipment, materials, supplies or fill soil be allowed in the Tree Protection Zones.
- The entire Tree Protection Zone(s) should be mulched to improve the growing conditions for tree roots, and minimize the maintenance of the parkway lawn.
- Tree Protection Zone is the designated area that encompasses and entire tree canopy.
- This tree preservation plan incorporates all reasonable steps necessary to minimize damage to trees on property and adjacent to the property.
- The row of arborviate along the north limits of the FPD access route should be preserved to the extent practicable. If removal is required to complete the project, compensation will be paid as an additional fee in accordance with this table.

DuPage County Easement Agreement York-High Ridge
FOREST PRESERVE DISTRICT DUPAGE COUNTY - TREE VALUE TABLE
 Diameter Squared x 0.785 x \$36.00 Sq.In. x 75% x 75% x 75%
 Base Value x Species x Condition x Location

<u>CALIPER</u>	<u>COST</u>	<u>NO.</u>	<u>TOTAL</u>	<u>CALIPER</u>	<u>COST</u>	<u>NO.</u>	<u>TOTAL</u>
1"	\$81.00		\$0.00	22"	\$5,770.00		\$0.00
1.5"	\$114.00		\$0.00	23"	\$6,306.00		\$0.00
2"	\$139.00		\$0.00	24"	\$6,867.00		\$0.00
2.5"	\$187.00		\$0.00	25"	\$7,451.00		\$0.00
3"	\$233.00	5	\$1,165.00	26"	\$8,059.00	1	\$8,059.00
3.5"	\$276.00		\$0.00	27"	\$8,691.00		\$0.00
4"	\$319.00	6	\$1,914.00	28"	\$9,347.00		\$0.00
4.5"	\$367.00		\$0.00	29"	\$10,026.00		\$0.00
5"	\$423.00	6	\$2,538.00	30"	\$10,729.00		\$0.00
5.5"	\$473.00		\$0.00	31"	\$11,457.00	1	\$11,457.00
6"	\$545.00	1	\$545.00	32"	\$12,208.00		\$0.00
7"	\$584.00	1	\$584.00	33"	\$12,983.00	1	\$12,983.00
8"	\$763.00	1	\$763.00	34"	\$13,782.00		\$0.00
9"	\$965.00		\$0.00	35"	\$14,605.00		\$0.00
10"	\$1,192.00	3	\$3,576.00	36"	\$15,451.00		\$0.00
11"	\$1,442.00	1	\$1,442.00	37"	\$16,321.00		\$0.00
12"	\$1,716.00		\$0.00	38"	\$17,216.00		\$0.00
13"	\$2,014.00	1	\$2,014.00	39"	\$18,134.00		\$0.00
14"	\$2,336.00	2	\$4,672.00	40"	\$19,075.00		\$0.00
15"	\$2,682.00	1	\$2,682.00	41"	\$20,041.00		\$0.00
16"	\$3,052.00	1	\$3,052.00	42"	\$21,030.00		\$0.00
17"	\$3,445.00		\$0.00	43"	\$22,044.00		\$0.00
18"	\$3,862.00	2	\$7,724.00	44"	\$23,081.00		\$0.00
19"	\$4,304.00		\$0.00	45"	\$24,142.00		\$0.00
20"	\$4,768.00		\$0.00	46"	<u>\$25,227.00</u>		<u>\$0.00</u>
21"	<u>\$5,257.00</u>		<u>\$0.00</u>	.			
Total			\$32,671.00				\$32,499.00
Grand Total							\$65,170.00