



# DU PAGE COUNTY

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

## Stormwater Management Committee Regular Meeting Agenda

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Tuesday, January 7, 2025

7:30 AM

County Board Room

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1. CALL TO ORDER

2. ROLL CALL

3. CHAIRMAN'S REMARKS - CHAIR ZAY

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5.A. [25-0021](#)

Stormwater Management Committee Regular Minutes Tuesday, December 3, 2024.

6. CLAIMS REPORTS

6.A. [25-0072](#)

Schedule of Claims - Nov FY24 - December FY24

7. STAFF REPORTS

7.A. [25-0040](#)

2024 December Current E-Newsletter.

7.B. [25-0041](#)

2025 January Program and Events Update.

8. ACTION ITEMS

8.A. [SM-P-0001-25](#)

Recommendation for approval for a contract with Michael Baker International, Inc. for professional engineering services related to the evaluation of custom floodplain mapping applications and for alignment with the County's Geospatial database, for Stormwater Management, for the period of January 14, 2025 to November 30, 2025, for a contract total amount not to exceed \$75,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

8.B. [SM-P-0002-25](#)

Recommendation for approval to enter into an agreement between the County of DuPage Illinois and WBK Engineering, LLC, for On Call Professional Engineering Services, for Stormwater Management, for the period of January 14, 2025 through November 30, 2025, for a contract total amount not to exceed \$60,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

8.C. [SM-P-0003-25](#)

Recommendation for approval to enter into an agreement between the County of DuPage Illinois and Globetrotters Engineering Corporation, for On Call Professional Engineering Services, for Stormwater Management, for the period of January 14, 2025 through November 30, 2025, for a contract total amount not to exceed \$60,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

9. **OLD BUSINESS**10. **NEW BUSINESS**11. **ADJOURNMENT**



# Minutes

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
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**File #: 25-0021**

**Agenda Date: 1/7/2025**

**Agenda #: 5.A.**

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# DU PAGE COUNTY

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

## Stormwater Management Committee Draft Summary

**Tuesday, December 3, 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.

Member Pojack joined the meeting remotely at 7:30 AM. A motion was made by Member Tornatore and seconded by Member DeSart to allow Member Pojack to participate remotely. Upon a voice vote, the motion passed with all ayes.

The following County Board Members were in attendance:

Brian Krajewski  
Saba Haider

**2. ROLL CALL**

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

Motion to allow remote participation.

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

Chair Zay awarded 4 employees with anniversary awards.

**4. PUBLIC COMMENT**

The following individual offered public comment:  
Kay McKeen - SCARCE

**5. APPROVAL OF MINUTES**

5.A. [24-3119](#)

Stormwater Management Committee - Regular Minutes - Tuesday, November 5, 2024.

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

**6. CONSENT AGENDA**

Motion to Combine Items

Member DeSart moved and Member Garcia seconded a motion to combine items 6.B. through 6.D.. The motion was approved on voice vote, all "ayes".

6.A. [24-3120](#)

Village of Hinsdale - 6206-0001-SERV - This Change Order is a decrease and close in the amount of \$14,828.47 due to the project completion. (ARPA)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Paula Garcia

6.B. [24-3135](#)

Atlas Engineering Group, Ltd. - 6887-0001-SERV - This is a Change Order for a time extension only. Extension is from November 30, 2024 to November 30, 2025. No change to contract amount.

6.C. [24-3159](#)

Robinson Engineering, Ltd. - 6369-0001 SERV - This is a change order for a time extension only. Extension is from December 29, 2024 to November 30, 2025. No change in contract amount.

6.D. [24-3137](#)

Christopher B. Burke Engineering - 4405-0001-SERV - This change order is for a time extension only. Extension is from December 29, 2024 to November 30, 2025. No change in contract amount.

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

**7. CLAIMS REPORTS**

7.A. [24-3206](#)

## Schedule of Claims - November 2024

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Dawn DeSart

**8. BUDGET TRANSFERS**8.A. [24-3183](#)

Transfer of funds from account no. 1600-3000-51000 (Benefit Payments) to account no. 1600-3000-51040 (Employee Med & Hosp Insurance) in the amount of \$50,000 to cover the final cost of FY24 Employee Medical and Hospital insurance.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Paula Garcia

**9. STAFF REPORTS**9.A. [24-3132](#)

Decrease and Close of Various Contracts under \$10,000. (ARPA)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Paul Hinterlong

9.B. [24-3151](#)

2024 November Current E-Newsletter.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Paul Hinterlong

9.C. [24-3152](#)

2024 December Program and Events Update.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Paul Hinterlong

**10. ACTION ITEMS**10.A. [24-3108](#)

Recommendation for the approval of a contract purchase order to Gatwood Crane Services, to provide 'on call' crane services as needed to assist with operation and maintenance of flood control facilities, for Stormwater Management, for the period

December 3, 2024 to November 30, 2025, for a contract total not to exceed \$24,508, per lowest responsible Bid #22-069-SWM, second option to renew.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Paula Garcia

10.B. [SM-P-0030-24](#)

Recommendation for the approval of a contract to Hoerr Construction, Inc., for Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure for Lloyd Avenue in Milton Township, for Stormwater Management, for the period of December 10, 2024 through November 30, 2025, for a total contract amount not to exceed \$120,000. Contract pursuant to the Intergovernmental Cooperation Act (Omnia Contract #23-065-PW).

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Dawn DeSart

10.C. [SM-P-0031-24](#)

Recommendation for the approval of a contract purchase order to Excel Electric, Inc., to provide Civil and Electrical work for Generator Installation and Contingency for Armstrong Park, for Stormwater Management, for the period December 10, 2024 to November 30, 2025, for a contract total not to exceed \$479,000, per lowest responsible bid #24-112-SWM.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Paula Garcia

10.D. [SM-R-0010-24](#)

Recommendation for the approval to enter into an Intergovernmental Agreement Between County of DuPage, Illinois and Milton Township Highway Department for the Lloyd Avenue Culvert Rehabilitation Drainage Improvement Project.

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Dawn DeSart

## 11. INFORMATIONAL

11.A. [FM-P-0043-24](#)

Recommendation for the approval of a contract to Graybar Electric Company, Inc., to furnish and deliver electrical, lighting, data and communication, networking, and security products, as needed for various County facilities, for Facilities Management, Public Works, Stormwater, and the Division of Transportation, for the period February 1, 2025 through January 31, 2029, for a total contract not to exceed \$852,160. (Facilities

Management \$455,000, Public Works \$345,000, Stormwater \$32,000, and the Division of Transportation \$20,160). Contract pursuant to the Intergovernmental Cooperation Act Omnia Partners Contract #EV-2370.

11.B. [DT-P-0058-24](#)

Recommendation for the approval of a contract to HazChem Environmental Corporation, to provide hazardous material testing, disposal, and emergency services, as needed for the Division of Transportation (\$40,000) and Stormwater Management (\$10,000), for the period January 1, 2025 through December 31, 2025, for a contract total not to exceed \$50,000; per renewal option under quote # 21-094-DOT, third and final renewal.

**12. PRESENTATION**

12.A. Spill Report

**13. OLD BUSINESS**

No old business was discussed.

**14. NEW BUSINESS**

No new business was discussed.

**15. ADJOURNMENT**

With no further business, the meeting was adjourned at 7:47 AM.





## Payment of Claims

421 N. COUNTY FARM  
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**File #:** 25-0072

**Agenda Date:** 1/7/2025

**Agenda #:** 6.A.

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

<b>Vendor</b>	<b>Service</b>	<b>Amount</b>
Alta Equipment	Riding mower tire	\$362.20
ASFM	CFM renewal Heffter	\$50.00
AT & T	Private network for SWM	\$1,895.11
AT & T	Phone Services	\$95.92
AT & T	Phone Services	\$57.82
AT & T	Phone Services	\$84.28
AT & T	Phone Services	\$55.08
AT & T	Phone Services	\$93.71
AT & T	Phone Services	\$102.25
AT & T	Phone Services	\$82.50
AT & T	Phone Services	\$55.63
Cemcon	Floodplain mapping	\$24,571.00
City of WoodDale	Water/Sewer 301 School St	\$42.28
ComEd	4723 River Dr. Electric service	\$41.12
ComEd	4525 River Dr. Electric service	\$35.33
ComEd	4525 Dumoulin Ave. Electric service	\$78.49
ComEd	School St. Electric service	\$631.65
ComEd	05 Irving Park Electric service	\$35.83
ComEd	4013 Washington Electric service	\$24.84
ComEd	397 Illini Dr. Electric service	\$274.91
ComEd	4720 Dumoulin Electric service	\$82.68
ComEd	0E River Rd. 3N034 Electric service	\$255.41
ComEd	701 W Third St. Electric service	\$22.14
DuPage County PW	Fuel charges for 8/16/24-11/15/24	\$5,367.57
Nicor	301 W. School St. Natural gas service	\$59.51
Nicor	800 N. River Rd. Natural Gas service	\$160.60
ODP	External HD	\$76.58
CDM Smith	Electrical Improvements	\$2,126.37
Comcast	ethernet services	\$374.90
Elmhurst Chicago Stone	Concrete	\$95.00
Elmhurst Chicago Stone	Concrete	\$190.00
Fehr Graham	Prof. Engineering	\$23,786.33
Forestry Suppliers	Boots	\$185.70
Grainger	Door Knob	\$56.83
Grainger	Absorb booms	\$522.60
Grainger	Absorb booms	\$174.20
Grainger	Absorb booms	\$174.20
Grainger	Waders	\$173.70
HLR	Prof. Engineering	\$504.00
Home Depot	Cable ties	\$64.97
Home Depot	oil	\$23.92
Independent Mechanical	EQ Pump project	\$67,500.00
Lee Jensen	pump	\$1,247.00
Menards	Measuring wheel/thermometer	\$82.72
Menards	Geotextile	\$129.99
ODP	batteries	\$24.94
Robinson Engineering	On-call Engineering	\$709.33
Robinson Engineering	On-call Engineering	\$925.88
SCARCE	Prof. Services	\$7,083.33
Squirrel Auto Glass	glass repair	\$40.00
USGS	joint funding agreement	\$93,250.00
Vardal Survey	laser repair	\$85.00

Vulcan	Stone	\$404.63
WBK Engineering	Prof. Engineering	\$1,517.15
WBK Engineering	Armstrong Park Pump Improvements	\$3,668.93
WBK Engineering	Prof. Engineering	\$641.17
Action Screen Print	Employee wear	\$710.28
Cintas	Safety Vest	\$125.80
Cintas	Safety Vest	\$106.93
Cintas	Safety wear	\$46.34
Cintas	Safety Vest	\$125.80
Cintas	Safety wear	\$46.34
Earthwerks	On-call services	\$11,250.00
ERA	On-call services	\$1,302.00
Hey & Associates	Prof. Engineering	\$2,800.55
HW Lochner Inc.	Luther Ave Relief sewer prjct	\$1,204.00
Pizzo & Associates	Native Vegetation Mgmt.	\$2,200.48
Pizzo & Associates	Native Vegetation Mgmt.	\$4,963.20
Pizzo & Associates	Native Vegetation Mgmt.	\$404.50
Pizzo & Associates	Native Vegetation Mgmt.	\$2,829.24
Pizzo & Associates	Native Vegetation Mgmt.	\$800.01
Pizzo & Associates	Native Vegetation Mgmt.	\$4,393.48
Signal 88	Security services	\$1,085.00
Trotter	On-call Engineering	\$1,615.50
Trotter	On-call Engineering	\$1,740.00
USGS	joint funding agreement	\$93,250.00
V3	Native Vegetation Mgmt.	\$7,934.30
AT & T	ethernet services	\$1,895.11
CDW-G	CIV3D	\$8,375.13
ComEd	Hagar 1W Electric service	\$45.32
ComEd	CNWRR 1E Electric service	\$488.26
Fast Signs	Aluminum Signs	\$327.00
Fosters	Safety Lane Test	\$138.00
Grainger	Waders	\$347.40
Great Lakes	couplings/gasket	\$198.70
Great Lakes	Various supplies	\$241.22
Great Lakes	Various supplies	\$230.79
Great Lakes	coupling credit	-\$320.36
Wang Engineering	On-call services	\$1,330.00
Wang Engineering	On-call services	\$6,585.34
Willowbrook Ford	Service SWM#55	\$2,933.37
DuPage County DOT	Fuel charges 9/1/24-11/30/24	\$1,653.20
DuPage County DOT	Repair charges for 9/1/24-11/30/24	\$643.75
Black & Veatch	EQ High wall	\$31,762.62
Ciorba	Prof Engineering Svcs	\$4,539.50
ComEd	150 N Il Rt.83 Electric service	\$186.20
Conservation Foundation	Water quality education	\$4,820.04
Earthwerks	CC Highlands Ph.2	\$36,526.17
Farnsworth	On-call Engineering	\$12,426.99
FirstNet/AT & T	Cellular services	\$2,189.19
Grainger	Waders	\$173.70
Pizzo & Associates	Native Vegetation Mgmt.	\$1,257.50
Abbott Tree	Tree removal	\$11,015.00
Seiler	Bluebeam Renewal	\$1,785.00
AT & T	River Dumoulin Phone services	\$56.41
AT & T	Long Distance charges	\$48.90
DGSI	Software License	\$650.00
Menards	Various supplies	\$40.91
APWA	2025 Mbrshp 11/1-10/31/25	\$1,194.00
Abbott Tree	Tree removal	\$3,175.00
Red Wing	Safety Shoes- Matozzi	\$200.00
Red Wing	Safety Shoes-Druger	\$200.00
Red Wing	Safety Shoes - Karlic	\$200.00

Toshiba	Copier Svc - December 2024	\$174.65
Toshiba	Copier Svc - December 2024	\$80.38
ASFM	CFM-IL Renewal Winklebleck	\$50.00
Willowbrook Ford	Service SWM-60	\$194.62
SWS	Membership dues - Boyer	\$139.00
ASFM	CFM-IL Renewal Boyer	\$50.00
AT&T	Phone Services	\$55.36
PWS	SWSPCP Certification Fee - Fahey	\$75.00
Elmhurst Chicago	Concrete	\$95.00
Bass Pro	Carhart work boots	\$141.98
Harbor Freight	Various tools	\$165.92
Harbor Freight	Various tools	\$99.87
Warehouse Direct	Tissues	\$70.84



## Staff Report

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
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**File #:** 25-0040

**Agenda Date:** 1/7/2025

**Agenda #:** 7.A.

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## DuPage County Stormwater Management News & Updates

DuPage County, Illinois sent this bulletin at 12/17/2024 09:02 AM CST

December 2024

[View this email in your browser](#)



### Luther High Ridge Drainage Project Reaches Substantial Completion



Work crews lay down fresh asphalt over the new storm sewer system installed in unincorporated Lombard as part of the Luther High Ridge Flood Relief project.

DuPage County Stormwater Management recently completed a drainage project in unincorporated Lombard that will provide substantial relief to the surrounding area during flood events. The Luther High Ridge Flood Relief project consisted of installation of approximately 2200 ft of storm sewer along Luther Avenue, north and south of Roosevelt Road. The project met substantial completion just before Thanksgiving, having laid down the new sewers, curb and gutter replacements, restoration of the shoulder on Luther Avenue, and final paving. The last phase of the project, which is expected to begin next spring, involves final native plant restoration on Forest Preserve property, where the storm sewer discharges into nearby Sugar Creek. This marks completion of yet another successful stormwater project fully funded through American Rescue Plan Act (ARPA) funds.

### "Wetlands Provide \$23 Billion in Flood Control Across Wisconsin and Midwest. But They're in Distress."

*This article was originally published in the Milwaukee Journal Sentinel and a portion of it is shared here with express permission from the author, Madeline Heim. [Click this link to read the full article.](#)*

Wetlands save Wisconsin and the upper Midwest almost \$23 billion per year that would otherwise be spent combating flooding, a new report has found. And that comes as the loss of wetlands has accelerated, and critical protections have eased.

The report, out Wednesday from the Union of Concerned Scientists, relies on a figure from a [2022 American Economic Review paper](#) to come up with that total: that one acre of wetland provides \$745 in flood control benefits to residential properties across the U.S.

Wisconsin is home to an estimated 6 million acres of

### Around Town

With all the leaves fallen and snow (sometimes) on the ground, winter is a great time to notice things you might not have seen before. If you live near or spend time around a waterway, keep an eye out for signs of illegal dumping, streambank erosion, or major stream blockages caused by fallen trees and other debris. If you do see something, let us know through the [Citizen Reporter App!](#) It's the fastest and easiest way to bring our attention to water quality issues. We all have a part to play in keeping our

wetlands, according to the state Department of Natural Resources, adding up to about \$4.6 billion annually in natural flood mitigation, by the calculation in the report. The upper Midwest, which in the report also includes Iowa, Illinois, Michigan, Minnesota, North Dakota, South Dakota and Nebraska, has about 30 million acres of wetlands.

Floods [are the most common and most expensive natural disaster in Wisconsin](#), and are expected to get more frequent and severe [because of climate change](#). The state has experienced [four billion-dollar flooding disasters since 1980](#) — and as recent as this summer, severe flooding in northeastern Wisconsin caused Gov. Tony Evers to [declare a state of emergency](#).

Wetlands are described by some as "[nature's kidneys](#)" because they filter sediment and pollutants that would otherwise get into rivers, lakes and streams. They slow flooding during large rain events by storing excess water and [can also help in droughts](#) by gradually releasing that stored water back into the water table. And they're important habitats — [one-third of the country's threatened or endangered species depend on wetlands for their survival](#)...

### Water Quality Grant Applications Due January 3rd



Click the image above to view the WQIP Story Map, an overview of the program and past projects.

SWM is currently accepting grant proposals for projects aimed at improving the quality of the County's streams and rivers. In its 25th year, the Water Quality Improvement Program (WQIP) grant awards 25% of funding for projects exhibiting a regional water quality benefit, such as green infrastructure, restoration and native plantings. Follow the link below to find everything you need to complete your application.

[More Info](#)

waterways clean!



See something, say something!  
Report oil sheens like this one or any other abnormal water conditions using the county's Citizen Reporter App.

## Upcoming Events

### SAVE THE DATE: Green Infrastructure Seminar for MS4 Communities

Thursday, February 13, 2024, 8:00 A.M. - 12:00 P.M.

SWM is hosting our annual training for municipal staff and consultants on Green Infrastructure in-person at Medinah Shriners Center in Addison this year. This seminar is for employees and contractors of DuPage County MS4 municipalities/townships, and not open for the public. Registration details coming soon!



#### Stormwater Management Planning Committee

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

David Brummel | Dawn DeSart | Lucy Chang Evans

Grant Eckhoff | Andrew Honig

Paul Hinterlong | Steve Nero | Chester Pojack

Nunzio Pulice | Sam Tornatore | Asif Yusuf

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## Staff Report

421 N. COUNTY FARM  
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**File #:** 25-0041

**Agenda Date:** 1/7/2025

**Agenda #:** 7.B.

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**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 January 2025

DATE: January 7, 2025

### ***Watershed Planning***

#### ***Prentiss Creek Watershed Plan:***

A kick-off meeting was held with staff from Engineering Resource Associates (ERA) at the beginning of December. Further data collection and outreach with communities has started, and county staff is researching the accuracy of existing economic data for the watershed. The first stakeholder meeting is expected in the early part of 2025. Outreach regarding on-line flooding questionnaires will occur with residents and major stakeholders in the next few weeks. This watershed includes portions of Downers Grove, Woodridge, and Unincorporated DuPage County. The contract with ERA will run through the end of 2026.

### ***Facilities/Operations/Shared Services Projects***

#### ***Shared Services/Drainage Projects:***

A cost share project with Milton Township took place in mid-December, earlier than expected. Located in unincorporated Lombard, this culvert rehabilitation project was completed in 4 days. The project focused on cleaning and lining portions of the culvert that were deteriorating.

Staff also continues to work on several small-scale drainage project designs. Two consultants are assisting staff with ongoing drainage studies. Staff also continues to work on obtaining a permit for a culvert removal project adjacent to County Owned Property in Bloomingdale Township.

#### ***Facilities/Operations:***

There have been no recent rain events that have triggered operation of the County's major flood control facilities. All 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.

The permanent generator project is underway at the Armstrong Park flood control facility. The generator was bid as a standalone item, and shop drawings for the proposed equipment are still under review. The site construction work associated with installation was awarded in December. Staff is expecting to host a preconstruction meeting with the awarded contractor in January.

### ***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. Construction is anticipated to begin in early 2025.

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.

The Water Quality Improvement Program Grant application period runs through January 3rd. Eligible projects include stream restoration, detention basin retrofit, shoreline stabilization, native plantings, and green building technologies that reduce or filter stormwater runoff. Both public and private organizations are eligible to apply for financial assistance.

### ***Regulatory***

The Regulatory Program concluded a highly active FY2024, reporting year-over-year increases across several key metrics: permit applications reviewed rose by 4%, permits certified increased by 15%, and pre-application meetings grew by 14%. Notably, compared to pre-pandemic levels, pre-application meetings surged by 47%, permit applications reviewed climbed by 28%, and permits certified were up by 9%.

### ***ARPA Projects***

All final municipal and township ARPA projects were reimbursed and closed out by the end of November. A total of 25 municipal projects were reimbursed in the amount of approximately \$9 million through the ARPA Intergovernmental Agreements between the County and the selected communities.

Two construction contracts for the St. Joseph Creek Condominiums flood gate and flood wall projects were awarded to Copenhagen Construction, as the low bid contractor for both contracts. Located within the Village of Lisle, these projects will provide flood protection to three condominium buildings through a series of flood walls, flood gates, and associated pump stations and storm sewers. Shop drawings for the flood gates are expected to be approved in the upcoming weeks. Staff will be working with the contractor to determine construction sequencing that allows all construction components to be completed in accordance with environmental regulations while also keeping in mind the lead times for the gates to be manufactured. Tree clearing may begin over the winter, with the bulk of construction commencing early Spring.

Located in unincorporated Lombard, the Luther - High Ridge Stormwater project has met substantial completion. Construction of all storm sewer, concrete curb, and asphalt pavement has been completed. The site will be stabilized over the winter months, with final restoration expected in Spring 2025.

The Main Street Storage Basin project in Lisle has met substantial completion. Additionally, a majority of the plantings have been installed. Remaining work includes addressing all punch list items and planting the remaining required shrubs, which will be completed in 2025.

Country Club Highlands Phase II in unincorporated Elmhurst broke ground earlier this year and has met substantial completion. Staff still continues to work with the contractor and an outside consultant to verify completion of punch list items. Final sign off is expected in late 2025.

### Upcoming DuPage County Stormwater Management (SWM) Events

<b>Date</b>	<b>Time</b>	<b>Event</b>	<b>Location</b>	<b>Host Organization</b>	<b>SWM Involvement</b>	<b>Audience</b>	<b>Register/Info</b>
2/13/2025	8AM-12PM	Green Infrastructure Seminar for MS4s	Medinah Shriner Center	SWM	Host	Professionals	TBA
3/15/2025	10AM-4PM	Pollinator Blitz: Bringing Conservation Home Conference	Mayslake Peabody Estate	DuPage Monarch Project	Vendor	General Public	TBA
4/15/2025	8AM-12PM	Sustainable Design Challenge	421 Building Atrium	SCARCE	Sponsor	General Public	TBA



## Stormwater Requisition \$30,000 and Over

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

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**File #:** SM-P-0001-25

**Agenda Date:** 1/7/2025

**Agenda #:** 8.A.

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AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND MICHAEL BAKER INTERNATIONAL, INC.  
FOR PROFESSIONAL ENGINEERING SERVICES  
RELATED TO EVALUATION OF CUSTOM FLOODPLAIN MAPPING APPLICATIONS AND FOR  
ALIGNMENT WITH THE COUNTY'S GEOSPATIAL DATABASE  
(CONTRACT TOTAL NOT TO EXCEED \$75,000.00)

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

WHEREAS, the COUNTY requires professional engineering and geospatial programming services for the evaluation of the County's custom floodplain mapping applications (hereinafter referred to as "PROJECT"); and

WHEREAS, Michael Baker International, Inc. (the CONSULTANT) has experience and expertise in this area and is in the business of providing such professional engineering services and is willing to perform the required services for an amount not to exceed \$75,000.00; and

WHEREAS, the CONSULTANT acknowledges that it is qualified to meet the requirements of Section 15-127.A.3.a.1, 15-127.A.3.a.2 and Section 15-127.A.3.a.3 of the DuPage County Countywide Stormwater and Flood Plain Ordinance (hereafter "Stormwater Ordinance") to perform the services covered by this AGREEMENT and is in good standing and has not been barred from performing professional services; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Michael Baker International, Inc. is hereby accepted and approved in an amount not to exceed seventy-five thousand dollars and no cents (\$75,000.00); and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached Agreement to the Procurement Division of the Finance Department of DuPage County; the Stormwater Management Department, c/o Director Sarah Hunn; and to Michael Baker International, Inc., by and through the foregoing Department(s).

Enacted and approved this 14<sup>th</sup> Day of January, 2025 at Wheaton, Illinois.

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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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: SM-P-0001-25	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$75,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: January 7, 2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$75,000.00
	CURRENT TERM TOTAL COST: \$75,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Michael Baker International, Inc.	VENDOR #:	DEPT: Stormwater	DEPT CONTACT NAME: Christine Klepp
VENDOR CONTACT: Tatiana Papakos	VENDOR CONTACT PHONE: 312-575-3956	DEPT CONTACT PHONE #: 630-407-6708	DEPT CONTACT EMAIL: klepp@dupagecounty.gov
VENDOR CONTACT EMAIL: tatiana.papakos@mbakerintl.com	VENDOR WEBSITE: mbakerintl.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional Services Agreement with MICHAEL BAKER for \$75,000.00 to provide GIS application assistance services.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To support the Stormwater Management Department's hydraulic modeling and floodplain mapping program custom GIS applications have been developed. These custom GIS applications have been written to access various geodatabases and produce certain outputs used in the County's hydraulic models. Given the latest ArcPro environment, the department needs an assessment of its custom GIS applications. Such an evaluation would include recommendations on whether these applications can be or should be updated or rewritten. An outline of the steps required to update these applications would be a deliverable under this contract. Equivalent alternatives to these applications are necessary for future hydraulic model development.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
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)	

<b>SECTION 3: DECISION MEMO</b>	
SOURCE SELECTION	Describe method used to select source. Stormwater Management selected MICHAEL BAKER in accordance with the Professional Services Selection Process found in Section 2-353 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 model the County's watersheds and remap the floodplains in DuPage County.

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: Michael Baker International, Inc.	Vendor#:	Dept: Stormwater	Division:
Attn: Tatiana Papakos	Email: tatiana.papakos@mbakerintl.com	Attn: Christine Klepp	Email: klepp@dupagecounty.gov
Address: 200 W Adams St	City: Chicago	Address: 421 N County Farm Rd	City: Wheaton
State: IL	Zip: 60606	State: IL	Zip: 60187
Phone: 312-575-3956	Fax:	Phone: 630-407-6708	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Michael Baker International, Inc.	Vendor#:	Dept: same	Division:
Attn: Tatiana Papakos	Email: tatiana.papakos@mbakerintl.com	Attn:	Email:
Address: 200 W Adams St	City: Chicago	Address:	City:
State: IL	Zip: 60606	State:	Zip:
Phone: 312-575-3956	Fax:	Phone:	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): January 14, 2025	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		GIS application assistance	FY25	1600	3000	53010		75,000.00	75,000.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 75,000.00

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

**AGREEMENT**  
**BETWEEN THE COUNTY OF DUPAGE, ILLINOIS**  
**AND MICHAEL BAKER INTERNATIONAL, INC.**  
**FOR PROFESSIONAL ENGINEERING SERVICES RELATED FLOODPLAIN MAPPING**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and MICHAEL BAKER INTERNATIONAL, INC., licensed to do business in the State of Illinois, with offices at 200 West Adams Street, Chicago, Illinois, Suite 1800 60606 (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

**RECITALS**

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

WHEREAS, the COUNTY requires professional engineering and geospatial programming services for the evaluation of the County's custom floodplain mapping applications (hereinafter referred to as "PROJECT"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional engineering services and is willing to perform the required services for an amount not to exceed \$75,000.00; and

WHEREAS, the CONSULTANT acknowledges that it is qualified to meet the requirements of Section 15-127.A.3.a.1, 15-127.A.3.a.2 and Section 15-127.A.3.a.3 of the DuPage County Countywide Stormwater and Flood Plain Ordinance (hereafter "Stormwater Ordinance") to perform the services covered by this AGREEMENT and is in good standing and has not been barred from performing professional services; and

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

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

**1.0 INCORPORATION AND CONSTRUCTION**

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

**2.0 SCOPE OF SERVICES**

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

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

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

### **3.0 NOTICE TO PROCEED**

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

### **4.0 TECHNICAL SUBCONSULTANTS**

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

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

- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT.

**5.0 TIME FOR PERFORMANCE**

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT after the COUNTY issues its written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2025, unless the term of this AGREEMENT is extended in conformity with Article 14 below.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The

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

## 6.0 DELIVERABLES

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

## 7.0 COMPENSATION

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

7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$75,000.00. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.

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

7.3.a Reserved

7.3.b If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes

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

- 7.4 Direct costs, which are included in the total fees referenced in paragraph 7.3 above, are expenses for supplies and materials to be paid for by the COUNTY for completion of all services that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet (BDE436, marked as Exhibit D) made a part hereof and incorporated herein by reference. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the COUNTY.
- 7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by calling the Illinois Department of Labor at 312-793-2814 or visiting the web site at <http://www.state.il.us/agency/idol/>. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to ensure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.
- 7.6 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be

required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

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



other remedies the COUNTY may have under the law or this AGREEMENT.

- 7.9 Upon acceptance of all deliverables specified in Exhibit A and B of this AGREEMENT, final payment shall be made to the CONSULTANT, including any retainage.

## 8.0 CONSULTANT'S INSURANCE

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

- 8.1.a **Worker's Compensation Insurance** in statutory amounts.
- 8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million (\$1,000,000.00) dollars each employee/disease.
- 8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**
- 8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary**

**and non-contributory basis and include a waiver of subrogation endorsement.**

- 8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.
- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.
- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days

prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by

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

## **9.0 INDEMNIFICATION**

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officer and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

- 9.3 The CONSULTANT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or otherwise available to it, or to the CONSULTANT, under the law.

#### **10.0 SATISFACTORY PERFORMANCE**

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants. However, to the fullest extent permitted by law, the Parties expressly agree that Neither Party shall

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

## **11.0 BREACH OF CONTRACT**

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

## **12.0 OWNERSHIP OF DOCUMENTS**

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

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

12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2,

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

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

### **13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES**

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

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

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

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

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

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

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

#### **14.0 MODIFICATION OR AMENDMENT**

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

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

#### **15.0 TERM OF THIS AGREEMENT**

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

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or

(b) The expiration of this AGREEMENT on November 30, 2025, or to a new date agreed upon by the parties, or

(c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2025.

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

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

## **16.0 TERMINATION**

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

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

16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the



CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

#### **17.0 ENTIRE AGREEMENT**

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

#### **18.0 ASSIGNMENT**

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

#### **19.0 SEVERABILITY**

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

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

## **20.0 GOVERNING LAW**

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

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

## **21.0 NOTICES**

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

Michael Baker International, Inc  
ATTN: Joe Catalano, PE  
Phone: 312-707-8770  
Email: joseph.catalano@mbakerintl.com

DuPage County Stormwater Management  
421 N. County Farm Road  
Wheaton, IL 60187  
ATTN: Sarah Hunn, PE 7839  
Director of Stormwater Management  
Phone: 630.407.6676  
Email: sarah.hunn@dupagecounty.gov

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

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

## **22.0 WAIVER OF/FAILURE TO ENFORCE BREACH**

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

## **23.0 FORCE MAJEURE**

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

## **24.0 ACCESS TO PROPERTY**

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

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

## **25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES**

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

## **26.0 QUALIFICATIONS**

- 26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.
- 26.2 The CONSULTANT'S key personnel specified in the AGREEMENT (Tatiana Papakos, P.E., CFM, Project Manager; Brian Wells, Solutions Architect) shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification (Exhibit E) shall include the proposed successor's name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.
- 26.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
- 26.4 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same

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

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

**COUNTY OF DuPAGE**

**MICHAEL BAKER INTERNATIONAL**

\_\_\_\_\_  
Deborah A. Conroy, Chair  
DuPage County Board

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ATTEST BY:

ATTEST BY:

\_\_\_\_\_  
Jean Kaczmarek, County Clerk

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

## EXHIBIT A

### SCOPE OF WORK

Michael Baker International will evaluate the following applications used by the DuPage County Stormwater Management Department: **Transect Manager (TM)**, **Land Cover Totals (LCTOTLS)**, and **Rain Gage Factors (RGFACS)**. A brief description of each tool is noted below.

**Transect Manager (TM):** An ArcGIS application built as an ArcEngine suite of VB.net projects. Its purpose is to create, manipulate, and manage all the Stormwater Department's floodplain mapping stream cross sections and related transects. All sections/transects are stored in a master geodatabase. This tool is the biggest need for the organization. Source code is potentially available, however it is unclear on the usability of the code and whether it reflects the current state of the application; there are some existing diagrams of the process that can be utilized.

**Land Cover Totals (LCTOTLS):** Written in Python and executed in an ArcGIS Pro environment requiring Spatial Analyst and 3D Analyst. It combines several geodatabase sources to produce text files containing land cover area totals for a given DuPage County watershed. **Source code is available** for this tool.

**Rain Gage Factors (RGFACS):** Written in Python and executed in an ArcMap environment requiring 3D Analyst and ArcToolbox. This application produces rainfall adjustment factors for catchment areas of a given tributary watershed, using user-supplied rain gage stations and rainfall amounts for specific events. **Source code is available** for this tool.

### Project Tasks

The following are project tasks and actions that will be completed under this assessment.

### Application Evaluation

Michael Baker will evaluate each of the current applications by performing the following actions to capture a detailed understanding for each legacy application and functionality. This information will be used to evaluate new solutions and ensure existing functionality is retained.

- Document current functionality, dependencies, and limitations of each application.
- Assess alignment with current end-user requirements.
- Review application code and document packages, libraries, frameworks, and versions.
- Identify tool/application data sources used by each application.
- Document application architecture and technology stack for all three applications.
- Review existing documentation for each application to identify gaps or outdated information.

### Application Compatibility and Supportability Analysis

Michael Baker will evaluate the landscape of the GIS systems and enterprise architecture for ArcGIS Systems to ensure that the future solution will be compatible with the GIS systems in place now and planned.

- Evaluate compatibility of current applications with DuPage County's ArcGIS Enterprise.
- Identify required updates or modifications to ensure future supportability and compatibility with DuPage County's IT strategy.

## Future Solution Evaluation

Michael Baker team will perform a needs assessment to understand the future needs of the applications by the user base, paired with the technical requirements. The information gathered will be used to evaluate future options based on the needs. The following actions will be performed under this task.

Perform a needs assessment:

- Assess if the current implementation meets the latest standards, best practices for maintainability, and if enhancements are needed.
- Identify issues, including outdated/deprecated/unsupported dependencies.
- Gather input from current users of the applications to understand their experiences, challenges, and suggestions for improvement.

Evaluate options:

- Supplement existing tools with out-of-the-box tools.
- Provide a unified add-in/toolbar.
- Provide separate toolboxes.
- Create a web-based application.
- Open-source solution.
- Better integration with ArcGIS Enterprise (moving to 11.3 soon).
- Analyze potential enhancements that could benefit users or leverage more modern technology. This includes evaluating how emerging technologies could be integrated into the applications to improve functionality and user experience.

## Recommendations Report

Based on information collected and evaluated during application evaluation and solution scoping phases, Michael Baker Team will develop a recommendations report with the following.

- Provide recommendations on whether each application should be updated, rewritten, or maintained as is.
- Include comprehensive descriptions of recommended changes and updates.
- For applications suggested for rewriting or rearchitecting, provide detailed application architectures along with new software and hardware requirements.

## Application Update and/or Implementation Plan

- Develop an outline of recommended steps to update each application.
- Create an implementation plan for updating or rewriting applications, including software and resource requirements, and potential risks.

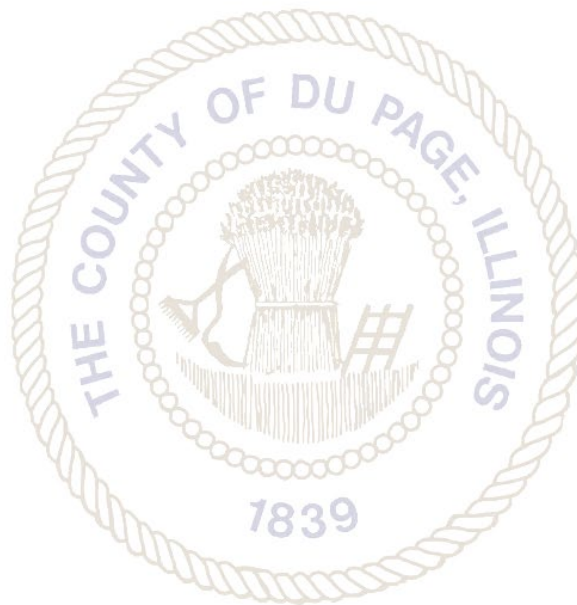
## Documentation and Training Report

- Prepare a list of recommended documentation for TM, LCTOTLS, RGFACTS applications.
- Provide a list of recommended training for Stormwater Department staff on using the updated or new applications.

## Project Management

Time captured in this task includes general project coordination and management activities across all tasks, including, but not limited to.

- Check in meetings with project team. Assumed four 1-hour meetings covering user feedback, IT supportability and other topics.
- Internal team coordination meetings.
- General project management





## **EXHIBIT B**

### **DELIVERABLES**

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

#### GIS Application Support

Michael Baker will complete the following deliverables under this project.

- Application Evaluation Report: Detailed findings from the initial assessment, supportability, and compatibility analysis.
- Recommendation Report: Recommendations on updating, rewriting, or maintaining current applications.
- Implementation Plan: High-level plan for implementing application updates, rewrites, and/or maintenance plans.
- Documentation and Training Materials Report: Recommended training sessions and/or materials for staff using and managing TM, LCTOTLS, and RGFACS.



**EXHIBIT C**

**Consultant Employee Rate Listing**

**CONSULTANT:**

**PROJECT:**

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Technical Manager IV	\$85.00	\$86.00	
Office Services Manager I	\$38.00	\$42.00	
Civil Associate II	\$40.00	\$44.00	
AI/ML Developer	\$60.00	\$70.00	
Operations Manager III	\$72.00	\$78.00	
Project Manager III	\$83.00	\$86.00	

Note: Maximum rate shall not exceed \$86.00 per hour.(as of 2023)

Signature of Authorized Agent  
for CONSULTANT:

\_\_\_\_\_ Signature

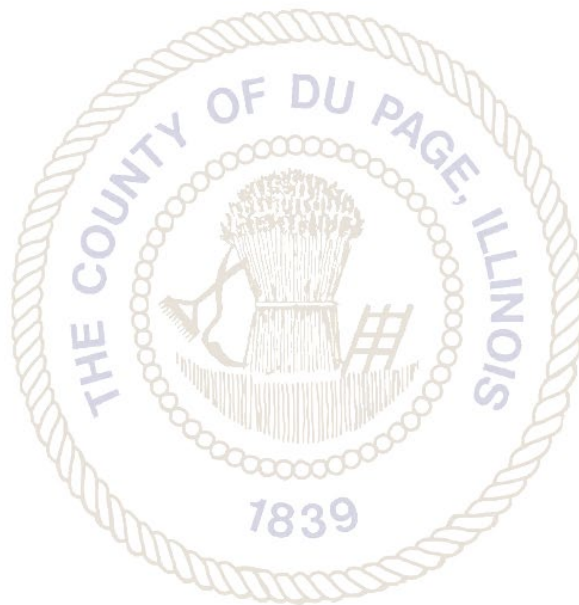
Date: \_\_\_\_\_

\_\_\_\_\_ Print Name

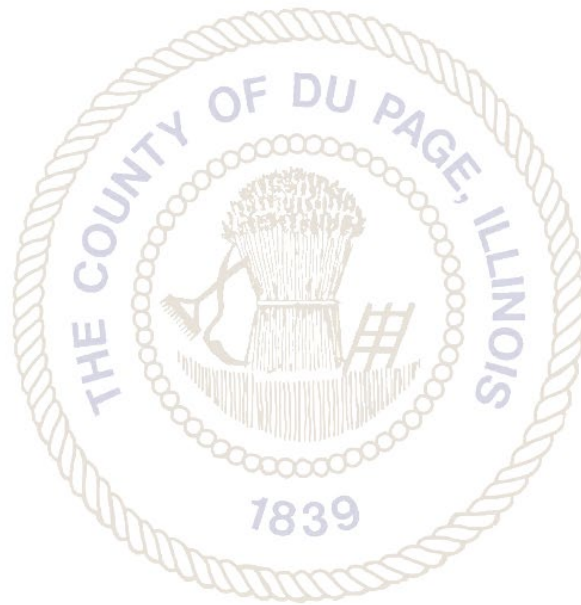
Approved By COUNTY:

\_\_\_\_\_ Sarah Hunn, Director

Date: \_\_\_\_\_



**EXHIBIT D**  
**DIRECT COSTS CHECK SHEET**



**EXHIBIT E**

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

The Consulting Firm of \_\_\_\_\_ hereby  
notifies the COUNTY through the that they need to reassign staff for the

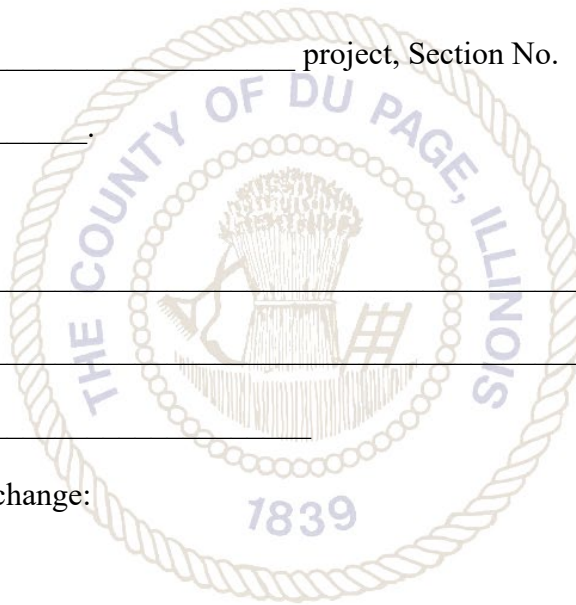
\_\_\_\_\_ project, Section No.

Position: \_\_\_\_\_

Person: \_\_\_\_\_

Effective date: \_\_\_\_\_

Reason for requesting change: \_\_\_\_\_



Proposed Replacement: \_\_\_\_\_ (attach  
resume)

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



# Required Vendor Ethics Disclosure Statement

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

Date: Dec 17, 2024

Bid/Contract/PO #: \_\_\_\_\_

Company Name: Michael Baker International	Company Contact: Joseph Catalano
Contact Phone: 312-575-3923	Contact Email: joseph.catalano@mbakerintl.com

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

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

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

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

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**

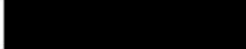
dd Lir	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x			

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:**

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

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

Authorized Signature 

Printed Name Joseph Catalano

Title Office Executive, Vice- President

Date Dec 17, 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

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**File #:** SM-P-0002-25

**Agenda Date:** 1/7/2025

**Agenda #:** 8.B.

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AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND WBK ENGINEERING, LLC  
FOR ON CALL PROFESSIONAL ENGINEERING SERVICES  
(TOTAL CONTRACT: \$60,000)

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

WHEREAS, the COUNTY requires various professional services on an on-call basis, as necessary for its publicly bid projects (hereinafter referred to as “PROJECT” or “Work Orders”); and

WHEREAS, WBK Engineering, LLC (the CONSULTANT) has experience and expertise in this area and is in the business of providing such professional services required by the County and is willing to perform the required services, as needed on an on-call basis, for an amount not to exceed sixty thousand dollars and no cents (\$60,000.00); and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and WBK Engineering, LLC is hereby accepted and approved in an amount not to exceed sixty thousand dollars and no 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; and

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 WBK Engineering, LLC, 116 W. Main Street, Suite 201, St. Charles, IL 60174 Attn. Greg Chismark: State's Attorney's Office; County Auditor; Finance Director; Treasurer; and Purchasing.

Enacted and approved this 14<sup>th</sup> Day of January, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK





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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$60,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 01/07/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$120,000.00
	CURRENT TERM TOTAL COST: \$60,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: WBK Engineering	VENDOR #: 12800	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Greg Chismark	VENDOR CONTACT PHONE: 630-443-7755	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: GChismark@bodwegroup.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2501	
<b>Overview</b>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Contract for on-call construction engineering services for on site inspection and construction assistance for stormwater projects countywide.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Under the Stormwater Management Department, DuPage County is responsible for construction oversight of various local and regional stormwater projects bid by the department. Additional assistance is needed to help staff with review of contractor submittals and on site inspection during construction.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>
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)

<b>SECTION 3: DECISION MEMO</b>	
<b>SOURCE SELECTION</b>	Describe method used to select source. This contract was vetted based on the County's Qualified Based Selection (QBS) process, which allows for Professional Services to be vetted through an open and transparent process. Requests for Statements of Qualifications were sent to firms throughout the industry. Stormwater staff utilized an evaluation team to review and rank a total of 6 firms, taking into consideration the qualifications of the firm, experience of key personnel, and understanding of unique stormwater scope of services. Stormwater staff has determined that WBK Engineering has the most qualified staff based on the information received to perform necessary services.
<b>RECOMMENDATION AND TWO ALTERNATIVES</b>	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Award contract to WBK, a full service engineering firm, for on-call services to assist with the needs of the department. 2) Hire in-house Structural, Geotechnical, Electrical, and Mechanical Engineers to assist current staff. 3) Take no action. This is not recommended, as it is important to have qualified personnel involved with the county's construction projects.

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: WBK Engineering	Vendor#: 12800	Dept: Stormwater Management	Division:
Attn: Greg Chismark	Email: GChismark@bodwegroup.com	Attn: Jamie Lock	Email: jamie.lock@dupagecounty.gov
Address: 116 W. Main Street, Suite 201	City: Elmhurst	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60174	State: IL	Zip: 60187
Phone: 630-443-7755	Fax:	Phone: 630-407-6705	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jan 14, 2025	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		On Call Professional Engineering Drainage Services Countywide	FY25	1600	3000	53010		60,000.00	60,000.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										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 WBK ENGINEERING, LLC  
FOR ON CALL CONSTRUCTION ENGINEERING SERVICES

This Professional Service Agreement (“AGREEMENT”), is made this 14th day of January, 2025 between COUNTY OF DUPAGE, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and WBK Engineering, LLC., an Illinois corporation licensed to do business in the State of Illinois, with offices at 116 W. Main Street, Suite 201, St. Charles, IL 60174; hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

R E C I T A L S

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

WHEREAS, the COUNTY requires various professional services on an on-call basis, as necessary for its publicly bid projects (hereinafter referred to as “PROJECT” or “Work Orders”); and

WHEREAS, the CONSULTANT acknowledges the necessary oversight of these publicly bid projects to ensure compliance with the associated project bid documents and the IDOT Standard Specifications in the event the CONTRACT necessitates this scope of work; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional services required by the County and is willing to perform the required services, as needed on an on-call basis, for an amount not to exceed sixty thousand dollars and no cents (\$60,000.00).

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

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

## **1.0 INCORPORATION AND CONSTRUCTION.**

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

## **2.0 SCOPE OF SERVICES.**

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. Services are to be provided by the CONSULTANT upon request by the COUNTY as approved Work Order(s) with a not to exceed amount for each Work Order. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other groups and the CONSULTANT concerning the PROJECT or Work Order(s).
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT or approved Work Order(s). Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below. For Work Orders, changes shall be documented by an amendment to the originally approved Work Order, or by issuance of a new Work Order to cover the changes in scope provided that the increase does not increase the total compensation set forth in this AGREEMENT.
- 2.4 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its vendors/sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT's employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely

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

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

### **3.0 NOTICE TO PROCEED.**

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

### **4.0 TECHNICAL SUBCONSULTANTS**

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new employee rates (Exhibit C) and/or fee schedules as referenced in Paragraph 7.3.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT, and the CONSULTANT shall be solely responsible for any and

all work performed by said sub-consultant(s) in the same manner and with the same liability as if performed by the CONSULTANT.

- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraphs 26.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT or Work Orders.

## **5.0 TIME FOR PERFORMANCE**

- 5.1 The CONSULTANT shall commence work to meet the requirements or professional services on the PROJECT or Work Order after the COUNTY issues its written Notice to Proceed for any approved Work Order(s). The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in the Scope of Work, The CONSULTANT shall submit a schedule for completion of each Work Order within ten (10) days of the written approval of said Work Order(s) by the COUNTY. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2025 unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

## **6.0 DELIVERABLES.**

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

## 7.0 COMPENSATION.

- 7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed 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 work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT’s staff and/or the fee schedule(s) as incorporated herein. The multiplier includes the CONSULTANT’s cost of overhead, profit and incidental costs. A schedule of the hourly rates for CONSULTANT’s staff, and approved sub-consultant’s technical or professional staff, identified by position or assignment, is attached and incorporated hereto as Exhibit “C.” The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) to not exceed the total compensation as stated herein. The COUNTY retains the authority to limit the maximum rate per classification for any additions to classifications listed on Exhibit C, including Exhibit C for approved sub-consultant(s), when invoices are submitted for the approved work.
- 7.3.a If overtime/weekend/holiday (o/w/h) rates are expressly allowed under the AGREEMENT, but such rates are not otherwise specified, the o/w/h rate for each category shall be no more than one hundred fifty percent (150%) of the stated normal rate for that category.  
The o/w/h rate, when allowed, shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on the PROJECT or Work Order(s).
- 7.3.b If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days’ notice of any proposed fee change.



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

- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit A. For direct expenses, including supplies, materials, photocopying, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.
- 7.4.a For all direct expenses costing more than \$25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant's vendors indicating the price(s) paid by Consultant for such expensed materials and/or items.
- 7.4.b CONSULTANT shall not include computer and vehicle mileage charges as direct expenses. A daily fee for vehicle use is acceptable.
- 7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.
- 7.6 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Separate invoices shall be submitted for each approved Work Order and each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according

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

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

## 8.0 CONSULTANT'S INSURANCE

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

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

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

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

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

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

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

costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

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

## **9.0 INDEMNIFICATION**

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

proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

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

## **10.0 SATISFACTORY PERFORMANCE**

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.

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

## **11.0 BREACH OF CONTRACT**

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

## **12.0 OWNERSHIP OF DOCUMENTS**

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

### 13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

- 13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights.
- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).
- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.
- 13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2), the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 et seq.); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. In compliance**

**with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at <https://mwv.dupageco.org/>).**

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

#### **14.0 MODIFICATION OR AMENDMENT**

- 14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.
- 14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

#### **15.0 TERM OF THIS AGREEMENT**

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
  - (b) The expiration of this AGREEMENT on November 30, 2025, or to a new date agreed upon by the parties, or
  - (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2025.
  - (d) The COUNTY and CONSULTANT reserve the right to renew this contract for up to one renewal, with expressed written agreement between both parties.
- 15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above or after the early termination of this AGREEMENT. The COUNTY is not liable and will not



reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

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

## **16.0 TERMINATION**

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

## **17.0 ENTIRE AGREEMENT**

- 17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

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

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

## **18.0 ASSIGNMENT**

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

## **19.0 SEVERABILITY**

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

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

## **20.0 GOVERNING LAW**

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

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

## **21.0 NOTICES.**

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

WBK Engineering, LLC  
116 W. Main Street  
Suite 201  
St Charles, IL 60174  
ATTN: Greg Chismark, P.E., President  
Phone: 630-443-7755  
Email: [GChismark@bodwegroup.com](mailto:GChismark@bodwegroup.com)

DuPage County Department of Stormwater Management  
421 N. County Farm Road  
Wheaton, Illinois 60187  
ATTN: Sarah Hunn, Director of Stormwater Management  
Phone: 630-407-6676  
Email: [Sarah.Hunn@dupagecounty.gov](mailto:Sarah.Hunn@dupagecounty.gov)

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

## **22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.**

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

## **23.0 FORCE MAJEURE.**

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

## **24.0 ACCESS TO PROPERTY**

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

## **25.0 QUALIFICATIONS**

- 25.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.
- 25.2 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
- 25.3 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 25.2 above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the PROJECT

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

COUNTY OF DUPAGE

WBK E

BY: \_\_\_\_\_  
DEBORAH A. CONROY  
CHAIR DUPAGE COUNTY BOARD

BY: \_\_\_\_\_  
GRE

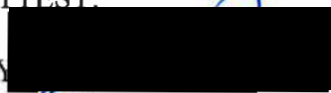


ATTEST:

ATTEST:

BY: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK

BY: \_\_\_\_\_  
NAME AND TITLE:



*Vince DiPrima  
Municipal Practice Manager*



## EXHIBIT A

### SCOPE OF SERVICES

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

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

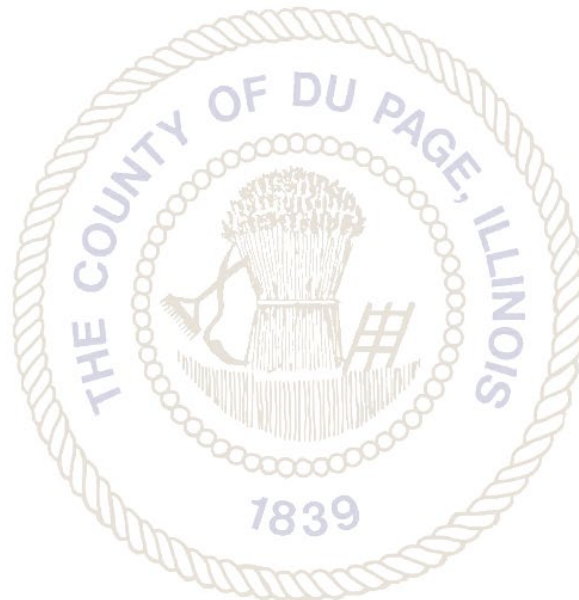
**2. Project Progress Meetings and Review of Deliverables** – The CONSULTANT shall attend to a project kickoff meeting and a 50 percent complete design review meeting with the County staff. The CONSULTANT must address all design review comments submitted by the County. The CONSULTANT must deliver 90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

**3. Construction Observation Services** – Provide assistance to the department, as requested, as outlined below.

- Observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the County informed of the progress of the work, guard the County against defects and deficiencies in the work, advise the County of all observed deficiencies of the work, and will advise when the County should disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the County's liaison with the Contractor working principally through the Contractor's field superintendent.
- Assist Contractors in dealing with any outside agencies.
- Review the Contractor's schedule prior to the start of construction and review their progress on a weekly basis. Compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents

including all addenda, change order and additional drawings issued after the award of the contract.

- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in the diary.
- Keep an inspector's daily report book as outlined in the IDOT Project Procedures Guide, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.
- Except upon written instructions of the County, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
- Check the Contractor's layout at regular intervals.

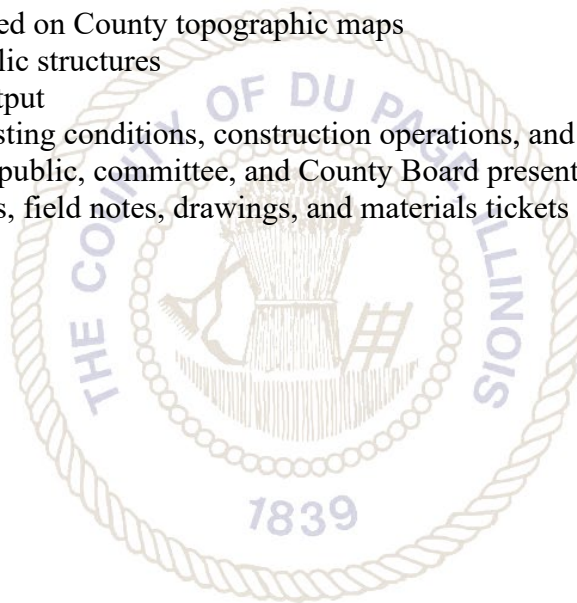


## **EXHIBIT B**

### **DELIVERABLES**

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

1. Project support documentation
2. Meeting minutes
3. Correspondence (third party)
4. Documentation information including but not limited to:
  - Cross-section plots
  - Location map plotted on County topographic maps
  - Sketches of hydraulic structures
  - Computer input/output
  - Photographs of existing conditions, construction operations, and final improvements
5. Exhibits and props for public, committee, and County Board presentations
6. Originals of all pictures, field notes, drawings, and materials tickets collected





## EXHIBIT C

### SCHEDULE OF FEES AND HOURLY RATES FOR CONSULTANT'S STAFF

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

#### WBK

The CONSULTANT will bill the COUNTY for all tasks, assignments, and work performed in accordance with the following schedule of fees and hourly rates (as applicable).			
	<b><u>Classification</u></b>	<b><u>Pay Rate Range</u></b>	
	Principal	\$86.00	\$86.00
	Engineer VI	\$77.00	\$86.00
	Engineer V	\$66.00	\$77.00
	Engineer IV	\$58.00	\$66.00
	Engineer III	\$46.00	\$58.00
	Engineer II	\$41.00	\$46.00
	Engineer I	\$35.00	\$41.00
	Urban Planner VI	\$80.00	\$86.00
	Urban Planner V	\$65.00	\$80.00
	Urban Planner IV	\$57.00	\$65.00
	Urban Planner III	\$45.00	\$57.00
	Urban Planner II	\$35.00	\$45.00
	Environmental Resource Specialist V	\$50.00	\$60.00
	Environmental Resource Specialist IV	\$42.00	\$50.00
	Environmental Resource Specialist III	\$40.00	\$42.00
	Environmental Resource Specialist II	\$29.00	\$33.00
	Technician V	\$68.00	\$78.00
	Technician IV	\$50.00	\$68.00
	Technician III	\$40.00	\$50.00
	Technician II	\$35.00	\$40.00
	Technician I	\$28.00	\$35.00
	Intern	\$20.00	\$25.00
	Administrative	\$30.00	\$35.00
Actual pay rates will be billed to the County at a 2.80 multiplier.			
	Vehicle Use Charge/ daily	\$65.00	

**\*Maximum Rate cannot exceed \$86/hour.**



# 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: Dec 10, 2024

Bid/Contract/PO #: \_\_\_\_\_

Company Name: WBK Engineering LLC	Company Contact: Greg Chismark
Contact Phone: 630-443-7755	Contact Email: gchismark@bodwegroup.com

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

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

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

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

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**

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

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:**

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

I hereby acknowledge that I understand these requirements.

Authorized Signature



Printed Name

Greg Chismark

Title

President

Date

Dec 10, 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

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**File #:** SM-P-0003-25

**Agenda Date:** 1/7/2025

**Agenda #:** 8.C.

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AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND GLOBETROTTERS ENGINEERING CORPORATION  
FOR ON CALL PROFESSIONAL ENGINEERING SERVICES  
(TOTAL CONTRACT: \$60,000)

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

WHEREAS, the COUNTY requires various professional services on an on-call basis, as necessary for its publicly bid projects (hereinafter referred to as "PROJECT" or "Work Orders"); and

WHEREAS, Globetrotters Engineering Corporation (the CONSULTANT) has experience and expertise in this area and is in the business of providing such professional services required by the County and is willing to perform the required services, as needed on an on-call basis, for an amount not to exceed sixty thousand dollars and no cents (\$60,000.00); and

WHEREAS, the CONSULTANT acknowledges the necessary oversight of the COUNTY's publicly bid stormwater projects to ensure compliance with the associated project bid documents and the IDOT Standard Specifications in the event the CONTRACT necessitates this scope of work; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Globetrotters Engineering Corp. is hereby accepted and approved in an amount not to exceed sixty thousand dollars and no 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; and

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 Globetrotters Engineering Corp, Attn: Ajay N. Shah, 300 S. Wacker Drive, Suite 400, Chicago, IL, 60606: State's Attorney's Office; County Auditor; Finance Director; Treasurer; and Purchasing.

Enacted and approved this 14<sup>th</sup> Day of January, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: SM-P-0003-25	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$60,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 01/07/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$120,000.00
	CURRENT TERM TOTAL COST: \$60,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Globetrotters Engineering Corp.	VENDOR #: 11017	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Ajay N. Shah	VENDOR CONTACT PHONE: 312-922-6400	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: marketing@gec-group.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2502	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Contract for on-call construction engineering services for on site inspection and construction assistance for stormwater projects countywide.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Under the Stormwater Management Department, DuPage County is responsible for construction oversight of various local and regional stormwater projects bid by the department. Additional assistance is needed to help staff with review of contractor submittals and on site inspection during construction.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
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)	

<b>SECTION 3: DECISION MEMO</b>	
<b>SOURCE SELECTION</b>	Describe method used to select source. This contract was vetted based on the County's Qualified Based Selection (QBS) process, which allows for Professional Services to be vetted through an open and transparent process. Requests for Statements of Qualifications were sent to firms throughout the industry. Stormwater staff utilized an evaluation team to review and rank a total of 6 firms, taking into consideration the qualifications of the firm, experience of key personnel, and understanding of unique stormwater scope of services. Stormwater staff has determined that Globetrotters has the most qualified staff based on the information received to perform necessary services.
<b>RECOMMENDATION AND TWO ALTERNATIVES</b>	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Award contract to Globetrotters, a full service engineering firm, for on-call services to assist with the needs of the department. 2) Hire in-house Structural, Geotechnical, Electrical, and Mechanical Engineers to assist current staff. 3) Take no action. This is not recommended, as it is important to have qualified personnel involved with the county's construction projects.

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: Globetrotters Engineering Corp.	Vendor#: 11017	Dept: Stormwater Management	Division:
Attn: Ajay N. Shah	Email: marketing@gec-group.com	Attn: Jamie Lock	Email: jamie.lock@dupagecounty.gov
Address: 300 S. Wacker Dr., Suite 400	City: Chicago	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60606	State: IL	Zip: 60187
Phone: 312-922-6400	Fax:	Phone: 630-407-6705	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jan 14, 2025	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		On Call Professional Engineering Drainage Services Countywide	FY25	1600	3000	53010		60,000.00	60,000.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 60,000.00

*Comments*

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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND GLOBETROTTERS ENGINEERING CORPORATION  
FOR ON CALL CONSTRUCTION ENGINEERING SERVICES

This Professional Service Agreement (“AGREEMENT”), is made this 14th day of January, 2025 between COUNTY OF DUPAGE, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Globetrotters Engineering Corporation, an Illinois corporation licensed to do business in the State of Illinois, with offices at 300 South Wacker Drive, Suite 400, Chicago, IL 60606; hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

R E C I T A L S

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

WHEREAS, the COUNTY requires various professional services on an on-call basis, as necessary for its publicly bid stormwater projects (hereinafter referred to as “PROJECT” or “Work Orders”); and

WHEREAS, the CONSULTANT acknowledges the necessary oversight of the COUNTY’s publicly bid stormwater projects to ensure compliance with the associated project bid documents and the IDOT Standard Specifications in the event the CONTRACT necessitates this scope of work; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional services required by the County and is willing to perform the required services, as needed on an on-call basis, for an amount not to exceed sixty thousand dollars and no cents (\$60,000.00).

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

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



## **1.0 INCORPORATION AND CONSTRUCTION.**

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

## **2.0 SCOPE OF SERVICES.**

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. Services are to be provided by the CONSULTANT upon request by the COUNTY as approved Work Order(s) with a not to exceed amount for each Work Order. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other groups and the CONSULTANT concerning the PROJECT or Work Order(s).
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT or approved Work Order(s). Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below. For Work Orders, changes shall be documented by an amendment to the originally approved Work Order, or by issuance of a new Work Order to cover the changes in scope provided that the increase does not increase the total compensation set forth in this AGREEMENT.
- 2.4 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its vendors/sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT's employees shall

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

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

### **3.0 NOTICE TO PROCEED.**

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

### **4.0 TECHNICAL SUBCONSULTANTS**

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new employee rates (Exhibit C) and/or fee schedules as referenced in Paragraph 7.3.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT, and the CONSULTANT shall be solely responsible for any and

all work performed by said sub-consultant(s) in the same manner and with the same liability as if performed by the CONSULTANT.

- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraphs 26.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT or Work Orders.

## **5.0 TIME FOR PERFORMANCE**

- 5.1 The CONSULTANT shall commence work to meet the requirements or professional services on the PROJECT or Work Order after the COUNTY issues its written Notice to Proceed for any approved Work Order(s). The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in the Scope of Work, The CONSULTANT shall submit a schedule for completion of each Work Order within ten (10) days of the written approval of said Work Order(s) by the COUNTY. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2025 unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

## **6.0 DELIVERABLES.**

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

## 7.0 COMPENSATION.

- 7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed 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 work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT’s staff and/or the fee schedule(s) as incorporated herein. The multiplier includes the CONSULTANT’s cost of overhead, profit and incidental costs. A schedule of the hourly rates for CONSULTANT’s staff, and approved sub-consultant’s technical or professional staff, identified by position or assignment, is attached and incorporated hereto as Exhibit “C.” The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) to not exceed the total compensation as stated herein. The COUNTY retains the authority to limit the maximum rate per classification for any additions to classifications listed on Exhibit C, including Exhibit C for approved sub-consultant(s), when invoices are submitted for the approved work.
- 7.3.a If overtime/weekend/holiday (o/w/h) rates are expressly allowed under the AGREEMENT, but such rates are not otherwise specified, the o/w/h rate for each category shall be no more than one hundred fifty percent (150%) of the stated normal rate for that category.  
The o/w/h rate, when allowed, shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on the PROJECT or Work Order(s).
- 7.3.b If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days’ notice of any proposed fee change.

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

- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit A. For direct expenses, including supplies, materials, photocopying, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.
- 7.4.a For all direct expenses costing more than \$25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant's vendors indicating the price(s) paid by Consultant for such expensed materials and/or items.
- 7.4.b CONSULTANT shall not include computer and vehicle charges (including mileage) as direct expenses.
- 7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.
- 7.6 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Separate invoices shall be submitted for each approved Work Order and each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according

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

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

## **8.0 CONSULTANT'S INSURANCE**

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

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

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

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

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

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

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

costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

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

## **9.0 INDEMNIFICATION**

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



proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

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

## **10.0 SATISFACTORY PERFORMANCE**

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.

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

## **11.0 BREACH OF CONTRACT**

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

## **12.0 OWNERSHIP OF DOCUMENTS**

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

### 13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

- 13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights.
- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).
- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.
- 13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2), the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 et seq.); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. In compliance**

**with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at <https://mwv.dupageco.org/>).**

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

#### **14.0 MODIFICATION OR AMENDMENT**

- 14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.
- 14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

#### **15.0 TERM OF THIS AGREEMENT**

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
  - (b) The expiration of this AGREEMENT on November 30, 2025, or to a new date agreed upon by the parties, or
  - (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2025.
  - (d) The COUNTY and CONSULTANT reserve the right to renew this contract for up to one renewal, with expressed written agreement between both parties.
- 15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above or after the early termination of this AGREEMENT. The COUNTY is not liable and will not

reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

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

## **16.0 TERMINATION**

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

## **17.0 ENTIRE AGREEMENT**

- 17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

- 17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 17.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

## **18.0 ASSIGNMENT**

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

## **19.0 SEVERABILITY**

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

## **20.0 GOVERNING LAW**

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

## **21.0 NOTICES.**

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

Globetrotters Engineering Corporation  
300 South Wacker Drive  
Suite 400  
Chicago, IL 60606  
ATTN: Ajay N. Shah, Esq., President & CEO  
Phone: (312) 922-6400  
Email: [marketing@gec-group.com](mailto:marketing@gec-group.com)

DuPage County Department of Stormwater Management  
421 N. County Farm Road  
Wheaton, Illinois 60187  
ATTN: Sarah Hunn, Director of Stormwater Management  
Phone: 630-407-6676  
Email: [Sarah.Hunn@dupagecounty.gov](mailto:Sarah.Hunn@dupagecounty.gov)

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

## **22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.**

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

## **23.0 FORCE MAJEURE.**

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

## **24.0 ACCESS TO PROPERTY**

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

## **25.0 QUALIFICATIONS**

- 25.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.
- 25.2 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
- 25.3 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 25.2 above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the PROJECT



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

COUNTY OF DUPAGE

GLOBETROTTERS ENGINEERING CORPORATION

BY: \_\_\_\_\_  
DEBORAH A. CONROY  
CHAIR DUPAGE COUNTY BOARD

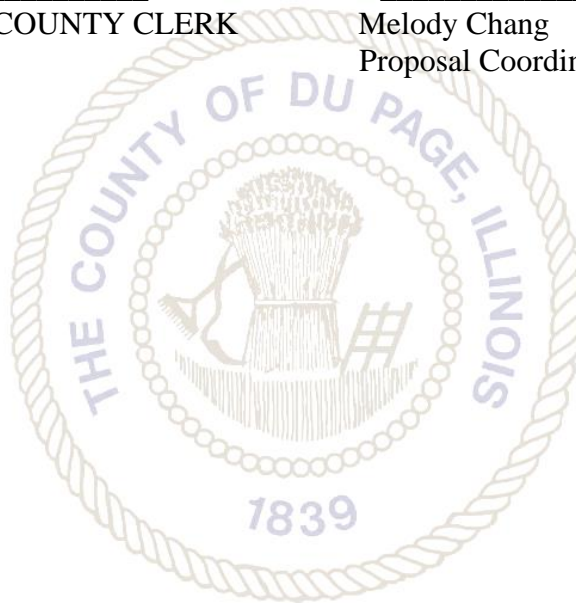
BY: \_\_\_\_\_  
Ajay N. Shah, Esq.

ATTEST:

ATTEST:

BY: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK

BY: \_\_\_\_\_  
Melody Chang  
Proposal Coordinator



## EXHIBIT A

### SCOPE OF SERVICES

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

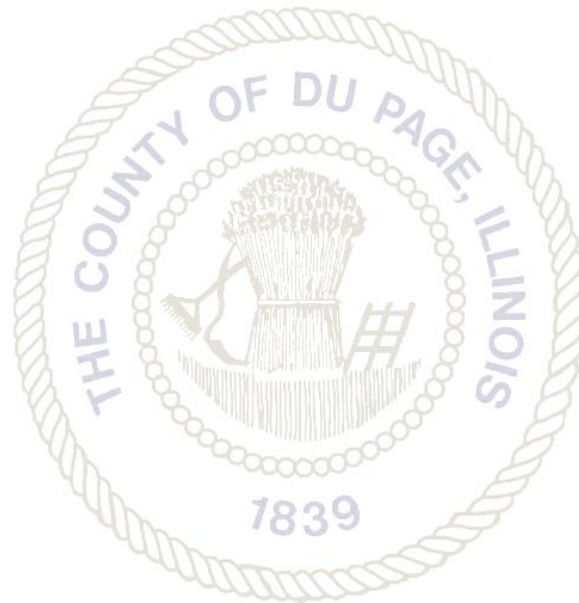
**1. Bidding and Construction Support** - Provide assistance during the bidding process including preparing any necessary addendum's, drawings, and/or specifications. The CONSULTANT may be required to be present at a pre-bid meeting (at a time and location to be arranged by the COUNTY) to answer technical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

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

**3. Construction Observation Services** – Provide assistance to the department, as requested, as outlined below.

- Observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the County informed of the progress of the work, guard the County against defects and deficiencies in the work, advise the County of all observed deficiencies of the work, and will advise when the County should disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the County's liaison with the Contractor working principally through the Contractor's field superintendent.
- Assist Contractors in dealing with any outside agencies.
- Review the Contractor's schedule prior to the start of construction and review their progress on a weekly basis. Compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.

- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents including all addenda, change order and additional drawings issued after the award of the contract.
- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in the diary.
- Keep an inspector's daily report book as outlined in the IDOT Project Procedures Guide, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.
- Except upon written instructions of the County, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
- Check the Contractor's layout at regular intervals.

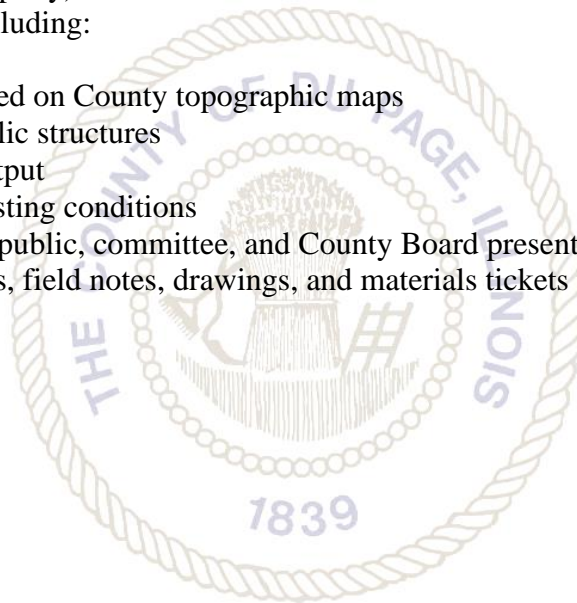


## **EXHIBIT B**

### **DELIVERABLES**

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

1. Project support documentation
2. Meeting minutes
3. Correspondence (third party)
4. Survey information including:
  - Cross-section plots
  - Location map plotted on County topographic maps
  - Sketches of hydraulic structures
  - Computer input/output
  - Photographs of existing conditions
5. Exhibits and props for public, committee, and County Board presentations
6. Originals of all pictures, field notes, drawings, and materials tickets collected



## EXHIBIT C

### SCHEDULE OF FEES AND HOURLY RATES FOR CONSULTANT'S STAFF

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

#### GLOBETROTTERS

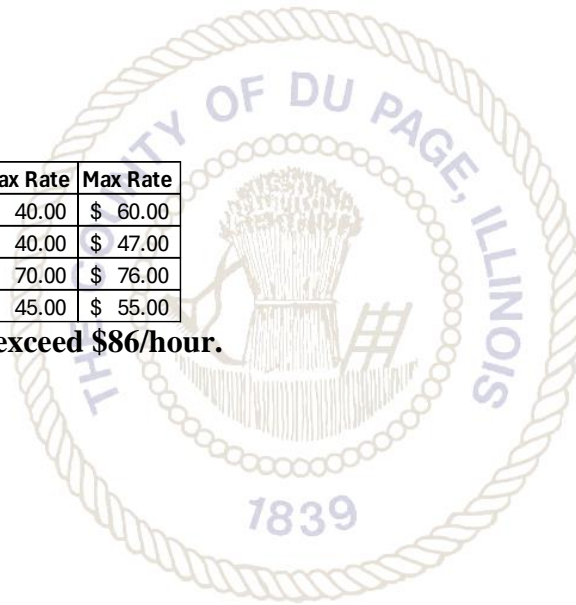
Classification	Max Rate	Max Rate
Civil Engineer 5	\$ 80.00	\$ 86.00
Construction Engineer 1	\$ 40.00	\$ 47.00
Construction Engineer 2	\$ 45.00	\$ 50.00
Construction Engineer 4	\$ 55.00	\$ 86.00

**\*Maximum Rate cannot exceed \$86/hour.**

#### MST

Classification	Max Rate	Max Rate
Materials Technician	\$ 40.00	\$ 60.00
Senior Materials Coordinator	\$ 40.00	\$ 47.00
Materials Coordinator	\$ 70.00	\$ 76.00
Quality Assurance Inspector	\$ 45.00	\$ 55.00

**\*Maximum Rate cannot exceed \$86/hour.**





# 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: December 17, 2024

Bid/Contract/PO #: \_\_\_\_\_

Company Name: Globetrotters Engineering Corporation	Company Contact: Ajay N. Shah, Esq.
Contact Phone: (312) 922-6400	Contact Email: marketing@gec-group.com

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

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

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

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

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

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

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
Point of Different Strategies	(517) 980-5896	lduarte@podstrategies.com

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


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

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

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

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

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

Authorized Signature DocuSigned by:  \_\_\_\_\_  
 Printed Name Ajay N. Shah, Esq.  
 Title President & CEO  
 Date December 17, 2024

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



# 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: Dec 5, 2024

Bid/Contract/PO #: \_\_\_\_\_

Company Name: Material Service Testing, Inc.	Company Contact: Jeff Krozel
Contact Phone: 847-787-0320	Contact Email: jkrozel@mstli.com

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

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

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

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

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

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

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

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

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

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

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

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

I hereby acknowledge that I have  understand these requirements.

Authorized Signature \_\_\_\_\_  
 Printed Name Jeffrey Krozel  
 Title Executive Vice President  
 Date December 5, 2024

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