

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND V3 COMPANIES, LTD
FOR PHASE III PROFESSIONAL ENGINEERING SERVICES
FOR FACILITIES MANAGEMENT

This Professional Service Agreement (“AGREEMENT”), is made this 23rd day of May, 2023 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and V3 Companies, Ltd., licensed to do business in the State of Illinois, with offices at 7325 Janes Ave., Woodridge, IL 60517; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

R E C I T A L S

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to operate, maintain, and keep in repair buildings necessary for County government, and to enter into agreements related to said purpose, pursuant to Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1106 et. seq.); and

WHEREAS, pursuant to said authority the COUNTY has established a complex of several facilities to provide County governmental services, which complex is commonly referred to as the DuPage County Governmental Campus (“County Campus”). and

WHEREAS, the COUNTY is planning improvements to several areas of the west side of the campus and one area on the east side of the campus; and

WHEREAS, the COUNTY requires professional engineering services, which services may include, but are not limited to, compile and map historic campus development and detention storage, to perform stormwater engineering and coordination for the design, permitting, and construction drawings to maximize stormwater runoff storage volume and associated best management practices (BMPs) on the County campus; and

WHEREAS, one firm coordinating the preliminary stormwater engineering for four projects is much more efficient and cost effective; 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 two-hundred forty-one thousand, ninety-five dollars and 00/100 cents (\$241,095.00); and

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

WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and recommended approval of the attached AGREEMENT at the specified amount.

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

1.0 INCORPORATION AND CONSTRUCTION.

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

2.0 SCOPE OF SERVICES.

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 7.2, below, unless otherwise modified.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its vendors provide services hereunder.

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

3.0 NOTICE TO PROCEED.

- 3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Deputy Director of the Facilities Management Department, (hereinafter referred to as the "DEPUTY DIRECTOR"), in the form of a written notice to proceed following execution of the AGREEMENT by the appropriate County official.
- 3.2 In addition to the Notice to Proceed, the DEPUTY DIRECTOR, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed by the DEPUTY DIRECTOR or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS AND VENDORS.

- 4.1 The prior written approval of the COUNTY, through the person designated in Paragraph 3.1 above, shall be required before CONSULTANT hires any party to complete COUNTY-ordered technical or professional tasks or work included within the Scope of Work.
- 4.2 The CONSULTANT shall supervise all vendors hired by the CONSULTANT, and the CONSULTANT shall be solely responsible for any and all work performed by said vendors in the same manner and with the same liability as if the vendors' work was performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that said vendor also meets the terms of Sections 8.0 and 13.0 and Paragraphs 7.9 and 24.4 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in COUNTY-ordered tasks or work. The CONSULTANT shall further require every vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant to indemnify, and hold harmless the

COUNTY (and the COUNTY'S officials, officers, employees, and agents) to the same extent the CONSULTANT is required to do so pursuant to Section 9.0 of this AGREEMENT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in the Scope of Work, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All services required hereunder shall be completed by December 15, 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 DEPUTY DIRECTOR directs, the deliverables specified in Exhibit "B" of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

7.0 COMPENSATION.

- 7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall only pay the CONSULTANT for "on-call" services when such services have been ordered by the COUNTY in writing. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed two-hundred forty-one thousand, ninety-five dollars and 00/100 cents (\$241,095.00).

This amount is a "not to exceed" amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0. The CONSULTANT may charge the COUNTY for direct expenses incurred during such work.

- 7.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the base hourly rates of CONSULTANT's staff. 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 vendors' technical or professional staff, identified by position or assignment, is attached and incorporated hereto as Exhibit "C."

For work performed, the COUNTY shall pay CONSULTANT in accordance with the Schedule of Fees attached and incorporated hereto as Exhibit "C." The CONSULTANT may periodically invoice the COUNTY for partial fee payments as work progresses. The CONSULTANT shall invoice the COUNTY and the COUNTY shall pay the CONSULTANT based on the percentage of the work satisfactorily completed for each particular work item or assignment. Partial fee payments shall be proportionate to the *percentage* of work satisfactorily completed during each invoice period.

- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit "A". For direct expenses, including supplies, materials, photocopying, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.

7.4.a For all direct expenses costing more than \$25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant's vendors indicating the price(s) paid by Consultant for such expensed materials and/or items.

7.4.b CONSULTANT shall not include computer and vehicle charges (including mileage) as direct expenses.

- 7.5 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the

actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. When requested by the COUNTY as a condition of Federal or State assistance and, or, reimbursement, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced work. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

- 7.6 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure CONSULTANT's full performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.
- 7.7 Following the CONSULTANT's satisfactory completion of all work specified in Exhibit "A," and upon receipt, review and acceptance of all deliverables specified in Exhibit "B," the COUNTY shall make its final payment to the CONSULTANT, including payment of any retainage held back pursuant to Paragraph 7.6 above.
- 7.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.
- 7.9 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor website at <http://www.state.il.us/agency/idol/> or calling (312) 793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the

timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor website, satisfies the notification of revisions by the COUNTY to the CONSULTANT, pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its vendors of the revised rates of wages.

8.0 CONSULTANT'S INSURANCE

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

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

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

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o Facilities Management, 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 Facilities Management, 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 that any of its vendors performing work under this AGREEMENT, including anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT, to maintain the same insurance required of the CONSULTANT, and, further, which names the COUNTY as an additional insured on a primary and non-contributory basis in the same coverage types and same coverage amounts as the CONSULTANT is required to maintain per Section 8.0. The CONSULTANT shall keep on file evidence of its vendors’ insurance coverage at all times and shall produce same to the COUNTY upon demand.
- 8.5 CONSULTANT’S insurance required by Paragraphs 8.1.c and d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: “The County of DuPage, its officers and employees are named as additional insureds as defined in the [Commercial (Comprehensive) General Liability Insurance policy and/or Commercial (Comprehensive) Automobile Liability Insurance policy, as applicable] with respect to claims arising from CONSULTANT’S performance under this AGREEMENT.”

9.0 INDEMNIFICATION

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

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

10.0 SATISFACTORY PERFORMANCE

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

11.0 BREACH OF CONTRACT

- 11.1 In the event of any breach of contract, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the

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

12.0 OWNERSHIP OF DOCUMENTS.

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

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

14.0 MODIFICATION OR AMENDMENT.

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

15.0 TERM OF THIS AGREEMENT.

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- (a) The early termination of this AGREEMENT in accordance with the terms of Section 16.0, or
 - (b) The expiration of this AGREEMENT on December 15, 2025, or to a new date agreed upon by the parties.
 - (c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 15, 2025.
- 15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT, or during a provisional extension period. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT'S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to the AGREEMENT'S termination, or expiration, and delivered in accord with Paragraph 6.1, above.
- 15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 14.1, above.

16.0 TERMINATION

- 16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from the COUNTY, at the COUNTY'S election.
- 16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, excepting surviving insurance and indemnification obligations, but the parties shall not be relieved of the duty to perform

their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

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

17.0 ENTIRE AGREEMENT.

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

18.0 ASSIGNMENT.

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

19.0 SEVERABILITY.

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

20.0 GOVERNING LAW.

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

21.0 NOTICES.

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

V3 Companies, Ltd.
7325 Janes Ave.
Woodroge, IL 60517
ATTN: Greg Wolterstorff, P.E.

DuPage County Department of Facilities Management
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Tim Harbaugh

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

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

23.0 FORCE MAJEURE.

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

24.0 QUALIFICATIONS

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

24.2 RESERVED

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

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

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

COUNTY OF DUPAGE

V3 COMPANIES, LTD

BY: _____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Signature on file
BY: _____
NAME: GREGORY M. WILKINSON
TITLE: VICE PRESIDENT

ATTEST:

ATTEST:

BY: _____
JEAN KACZMAREK,
COUNTY CLERK

Signature on file
BY: _____
NAME: LOUIS J. GALUCCI
TITLE: President & CEO

EXHIBIT A

SCOPE OF WORK

This Exhibit includes the scope of work for professional engineering services for County campus projects, which services may include, but are not limited to, to perform stormwater engineering and coordination for the design, permitting, and construction drawings to maximize stormwater runoff storage volume and associated best management practices on the County campus, for the period through December 15, 2025.

EXHIBIT A: SCOPE OF SERVICES AND FEE

- **Task 30. Construction Support.** It is our understanding that construction will begin in June 2023 and will take approximately 6 - 8 weeks to complete. Construction of the pond will be executed by an independent contractor working on behalf of DuPage County. This contractor is responsible for all means and methods to execute the work in accordance with the project documents.
 - V3 will perform periodic site inspections estimated at occurring one day per week during construction to ensure the work is being performed in general conformance to the design represented in the final engineering plans, specifications, and approved permits. Given the nature of the work, it is possible that site conditions may vary throughout construction. DuPage County personnel will be responsible for primary contact with the contractor performing the work.

V3's observations will be limited to the work performed up until the date of the site visit and will not include any measured quantities or input on means and methods of construction. A summary report with photos will be provided to the Client following each visit.
 - V3 shall also provide engineering support to DuPage County during construction, upon request. This may include reviewing submittals, shop plans, or other data that the contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information provided in the contract documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. V3 shall also respond to requests for information as needed during the construction phase, and shall review the impact of any requests for changes by the contractor to the original design intent and coordinate with the County if needed. For budgetary purposes, four hours per week of engineering support services are included for eight weeks of construction duration. Additional support may be provided as an Additional Service.
 - If the duration of construction support services extends beyond the eight week budgetary estimate, additional support may be provided as an Additional Service.
- **Task 31: 60% Design Plans and Permitting for DOT Pond.** It is our understanding that the existing Animal Services Pond may require relocation to accommodate a proposed expansion to the DOT building. The larger building, and the relocated pond, will require an update to the stormwater permit issued by Wheaton in April 2023 (202300584) for the pond improvements. V3 shall provide the following services to create 60% design plans for the relocated pond and update the existing permitted calculations and stormwater permit:
 - Upon identification of the relocated pond site by DuPage County, and upon receipt of an updated site plan for the proposed DOT expansion (provided by DuPage County),

- V3 shall update the calculation of required detention for the DOT expansion project using the “dummy pond” method. V3 shall also update the calculation of detention required due to the disturbance associated with the pond itself, also using the “dummy pond” method. The “dummy pond” method was explained and used in the existing permit 202300584.
- V3 shall perform stormwater design calculations to size the new detention pond to provide a minimum of 1.04 acre-feet of storage.
 - 1.04 acre-feet is the total volume (existing plus proposed) included in the April 2023 stormwater permit 202300584 for the Animal Services Pond.
 - If the calculations of required volume (associated with the DOT building and the new pond, described in the first sub-bullet for this task) show a required volume greater than that which was included in the original permit 202300584 for the DOT building and the Animal Services expansion, then this new/additional volume shall be reported to DuPage County Facilities. If Facilities desires the additional volume to be placed in the new DOT pond (instead of claiming some of the excess permitted volume in the East Fairgrounds Pond), then the DOT pond shall be designed to provide additional storage (beyond the 1.04 ac-ft minimum).
 - V3 shall perform stormwater calculations to size the restrictor for the DOT pond, to capture and detain the inflow from the upstream tributary area, and restrict the outflow such that the desired volume is realized.
 - V3 shall update the campus-wide XPSWMM model to demonstrate that the relocated pond meets the same discharge criteria as identified previously in the permitted document (and updated if necessary). The same methodology will be used, as is in the permitted documents.
 - V3 shall prepare 60% design plans for the pond (to a level appropriate for inclusion in permitting documents). It is anticipated that this will be a single standalone plan set (not incorporated with other project plans such as the DOT building improvements), approximately 14 sheets long, including title sheet, existing conditions, proposed grading plan, proposed utility plan (assuming minor modifications to existing infrastructure in the vicinity, plus an outfall sewer), proposed ecological planting plan for a wetland bottom and native seed side slopes, erosion control and sediment plan, and details. This will include a cost estimate, and a maintenance and monitoring plan.
 - V3 shall provide ecological science services. For purposes of this proposal, V3 assumes there will be no wetland or waters impacts, but there will be buffer impacts associated with the project. V3 shall perform the following services, which are described in detail in Exhibit A Attachment A:
 - Growing Season Wetland Delineation Field Work, Assessment, and Technical Report

- Wetland Boundary Field Verification with DuPage County Stormwater (IF REQUIRED)
 - T&E Species Initial Consultation (IF REQUIRED)
 - Survey Locate of Wetland Flags
 - Prepare DuPage County Stormwater Tabs 4 and 5 for Wetland / Waters / Buffer Permitting with DuPage County
 - Native Planting Design for Proposed Pond
 - Native Planting Three Year Maintenance and Monitoring Plan (MMP)
 - Project Meetings, Project Coordination, & Responses to Wetland Comments During Permitting
- V3 shall prepare the stormwater permit modification to existing Permit 202300584. This will be prepared as a full "tab" submittal, providing supplementary information as an addendum to the existing permit. The existing permit will not be reproduced; it shall be incorporated by reference where needed. This includes the permit application, all supporting narrative and exhibits, modeling and calculations necessary to show conformance to the DuPage County Stormwater and Flood Plain Ordinance and City of Wheaton City Code and the Village of Winfield, as it pertains to the stormwater detention ponds only. Permit applications for the DOT building itself, as well as all other county projects/improvements, will be handled by the engineers for those sites, and reference the detention provided in the permit submitted by V3. This work excludes FEQ modeling, which is not anticipated. This includes submittal to the City of Wheaton and Village of Winfield, both of which are expected to sign the permit addendum, with one municipality doing the majority of the review.
 - The existing permit 202300584 includes an expansion to the Animal Services basin which is located in the City of Wheaton. It is anticipated that the relocated pond may be in the Village of Winfield. Therefore this work includes a coordination meeting via Teams with the City, Village, and County, to discuss the review approach and determine which municipality will perform the review. Due to Wheaton's familiarity with the permitting approach and calculation process, and because many of the proposed projects (for which the ponds are providing detention) are located in Wheaton, it may be preferred for Wheaton to perform the review.
- **Task 32: Final Plans and Construction Documents for DOT Pond.** Engineering Services shall include:
 - 95% and 100% Plans: Advance the 60% plans to 100% final plans for inclusion in the Construction Documents. 14 sheets are anticipated including title sheet, existing conditions, proposed grading plan, proposed utility plan (assuming minor modifications to existing infrastructure in the vicinity, plus an outfall sewer), proposed

ecological planting plan for a wetland bottom and native seed side slopes, erosion control and sediment plan, and details.

- Special Provisions: Prepare Special Provisions for items that are not covered by the standard specifications which are incorporated by reference (such as IDOT Standard Specifications, etc).
- Engineer's Estimated Opinion of Probable Construction Cost
- Two submittals shall be prepared: 95% submittal, and 100% submittal.
- Front-end bid documents (such as forms for bidders) are excluded and will be prepared by the County.
- Prepare ILNR10 NOI permit for submittal to IEPA by the Contractor.
- Attend one pre-bid meeting attended by the Project Manager and an Ecologist. Provide bidding services which include coordinating with Procurement to respond to contractor inquiries during bidding, and running the pre-bid meeting. Bid tabulations, checking references, determining lowest bidder, and dealing with any discrepancies or bidders who are determined to be non-responsive are excluded but can be provided as an Additional Service.

These plans are prepared for Public Bidding for the Contractor who will be selected for the final grading and planting of the DOT pond. The plans will identify work to be performed by others on the plan sheets, such as the work that will be performed by the DOT Building Contractor, if that work is adjacent to the pond work. Work performed by others will not be designed or detailed by V3, except as an Additional Service.

These plans are prepared based on the 60% design plans which will be submitted to the City of Wheaton or Village of Winfield. Any changes to the detention plan to provide additional detention, change location or orientation of detention, or other changes to the site design, shall be provided as an Additional Service.

- **Tasks 31 and 32 exclude** geotechnical investigations, environmental investigations, CCDD screening or certification, lighting, pavement design, general landscaping, floodway/floodplain permitting (including site-specific floodplain permitting) except for tailwater considerations on the outfall from the pond to the creek, structural engineering, pump station design, and utility design except for minor modifications to existing storm sewers to direct water into the proposed pond and to construct a new outfall. If needed, these items may be provided as an Additional Service.
- **Task 33: As-built Survey and Storage Calculation, DOT Pond.** Upon completion of the DOT Pond construction work (performed by others), and upon notification from DuPage County, V3 will perform an as-built survey of the improvements. This will include field work to obtain the data and a record drawing of the pond improvements.

As part of the as-built, V3 will verify the detention volume provided in the excavated pond by performing a stage-storage calculation compared to the original existing surface. This calculation will be shown on the as-built survey and submitted to the Permit Agency as a condition of the stormwater permit.

- **Task 34: 60% Design Plans and Permitting for Overflow Improvements.** The Pond Overflow Analysis performed as Task 9 of the Phase 2 contract will identify recommended improvements to control overflow from the existing ponds that may occur as a result of higher Bulletin 75 rainfalls. Although the exact locations of improvements are not known at this time, it is expected that two areas will be recommended for improvements. One area of improvement will be on the west campus near the southwest corner of the Care Center Pond along the existing paths and roadways, as shown in Attachment B. A second area of improvement is anticipated, located on the east campus, but exact location or project type is not determined. Both improvement locations are assumed to include relatively simple modifications, such as regrading of ditches, berms, overflow swales, ponds, paths, or a simple storm sewer conveyance improvement. Design of more complex improvements, such as pumped storage, large structural elements requiring structural engineering, or other complex improvements shall be performed as an Additional Service. V3 shall provide the following services to prepare 60% design plans and obtain a permit for the improvements:
 - V3 shall advance the 30% conceptual design (performed in the contract for Phase 2 under Task 9) and perform the necessary stormwater calculations to advance the design.
 - V3 shall perform stormwater detention calculations for the disturbances associated with the improvements. The calculations shall be performed using the “dummy pond” method and utilize excess storage provided in the East Fairground Pond, as documented in the April 2023 permit 202300584 issued by the City of Wheaton.
 - It is expected that both improvements may be in areas that are classified as Site Specific Floodplain. V3 shall perform the necessary calculations and documentation to show the proposed improvements meet the requirements of the ordinance for site specific floodplain.
 - V3 shall prepare 60% design plans for the improvements. It is assumed that two areas will require improvements, and they will be combined in a single plan set. The 60% plans will be advanced to a level appropriate for inclusion in permitting documents. It is anticipated that this will approximately 19 sheets long, including title sheet, existing conditions, proposed grading plan, proposed utility plan, a possible native planting plan to restore disturbed areas, erosion control and sediment plan, and details. This will include a cost estimate, and a maintenance and monitoring plan if needed.
 - V3 shall provide ecological science services. One area of potential improvements is at the overflow ditch associated with the Care Center detention basin as shown in Attachment B. The Care Center Pond is mapped as wetland on the DuPage County wetland map, however the pond is mapped as excavated on the National Wetland Inventory (NWI) map. V3 understands that there are engineering plans for the Care Center pond and therefore it likely will not be regulated by DuPage County Stormwater

- **Task 35: Final Plans and Construction Documents for Overflow Improvements.** Engineering Services shall include:
 - 95% and 100% Plans: Advance the 60% plans to 100% final plans for inclusion in the Construction Documents. 21 sheets are anticipated including title sheet, existing conditions, proposed grading plan, proposed utility plan, proposed ecological planting plan for disturbed areas near the care center pond, erosion control and sediment plan, and details.
 - Special Provisions: Prepare Special Provisions for items that are not covered by the standard specifications which are incorporated by reference (such as IDOT Standard Specifications, etc).
 - Engineer's Estimated Opinion of Probable Construction Cost
 - Two submittals shall be prepared: 95% submittal, and 100% submittal.
 - Front-end bid documents (such as forms for bidders) are excluded and will be prepared by the County.
 - Prepare ILNR10 NOI permit for submittal to IEPA by the Contractor.
 - Attend one pre-bid meeting attended by the Project Manager and an Ecologist. Provide bidding services which include coordinating with Procurement to respond to contractor inquiries during bidding, and running the pre-bid meeting. Bid tabulations, checking references, determining lowest bidder, and dealing with any discrepancies or bidders who are determined to be non-responsive are excluded but can be provided as an Additional Service.

These plans are prepared for Public Bidding for the Contractor who will be selected for the improvements.

- **Tasks 34 and 35 exclude** geotechnical investigations, environmental investigations, CCDD screening or certification, lighting, pavement design, general landscaping, floodway/floodplain permitting (except site-specific floodplain permitting that may be needed which is included), structural engineering, pump station design, and utility design except for basic storm sewer improvements to improve conveyance. If needed, these items may be provided as an Additional Service.
- **Task 36: On-Call Services.** If desired, V3 shall provide additional engineering, survey, and/or ecological services to respond to issues or requests related to this contract but not foreseen at the initiation of the contract. No work shall be performed under this task unless directed by the County. Work shall be performed on a time and material basis not to exceed the limit of this task. If additional survey is needed, for example to collect topographic data for the Overflow Improvements beyond that which will be collected in Phase 2 of this contract (separate contract), for budgetary purposes, one day of field work (including the associated office support work) is estimated as \$3,084 for traditional "boots on the ground"

field work, or \$3,938 for one day of field work via drone. (The acreage that a drone survey is able to cover in one day is significantly more than traditional ground survey, with more robust and detailed deliverables.) Survey scope, if used for On-Call Services, is included as Attachment C.

The estimated fees for each Task are as follows.

Task	Manhours	Fee
Task 30 – Construction Support	96	\$15,680
Task 31 - 60% Design Plans and Permitting for DOT Pond		
<i>Stormwater Calculations & Permitting</i>	104	\$15,600
<i>60% Plans</i>	140	\$18,760
<i>2023 Growing Season Wetland Delineation Field Work and Report</i>	26	\$3,200
<i>Wetland Boundary Field Verification with DuPage County Stormwater (IF REQUIRED)</i>	8	\$920
<i>T&E Species Initial Consultation (IF REQUIRED)</i>	8	\$990
<i>Survey Locate of Wetland Flags</i>	13	\$1,495
<i>DuPage County Stormwater Tabs 4 and 5 for Wetland / Waters / Buffer Permitting with DuPage County</i>	40	\$5,020
<i>Native Planting Design For Proposed Pond</i>	23	\$2,820
<i>Native Planting Three Year Maintenance and Monitoring Plan (MMP)</i>	17	\$2,025
<i>Project Meetings, Project Coordination, & Responses to Wetland Comments During Permitting</i>	30	\$4,010
Task 32 - Final Plans and Construction Documents, DOT Pond	162	\$23,110
Task 33 – As-built Survey and Storage Calculation, DOT Pond	24	\$3,895
Task 34 - 60% Plans and Permitting for Overflow Corrections		
<i>Stormwater Calculations & Permitting</i>	140	\$21,340
<i>60% Plans</i>	190	\$25,460
<i>2023 Growing Season Wetland Delineation Field Work and Report</i>	28	\$3,500
<i>Wetland Boundary Field Verification with DuPage County Stormwater (IF REQUIRED)</i>	8	\$920
<i>T&E Species Initial Consultation (IF REQUIRED)</i>	8	\$990
<i>Survey Locate of Wetland Flags</i>	13	\$1,495
<i>DuPage County Stormwater Tabs 4 and 5 for Wetland / Waters / Buffer Permitting with DuPage County</i>	40	\$5,020
<i>Native Planting Design For Proposed Ditch (IF REQUIRED)</i>	18	\$2,210
<i>Native Planting Three Year Maintenance and Monitoring Plan (MMP) (IF REQUIRED)</i>	17	\$2,025
<i>Project Meetings, Project Coordination, & Responses to Wetland Comments During Permitting</i>	30	\$4,010
Task 35 - Final Plans and Construction Documents for Overflow Improvements	216	\$30,600
Task 36 – On Call Services		\$45,000
Direct Costs		\$1,000
TOTAL (All Tasks, plus RDC)	1,375	\$241,095

Permit fees are excluded from these services and shall be paid directly by DuPage County, if required.

All work will be performed on a time and materials basis based on a 2.8 multiplier and using the billing rates shown in Exhibit C.

The duration of this work is expected to extend into and through 2025. The maximum rates for each labor classification shown in the billing rate schedule in Exhibit C shall be adjusted each year, beginning January 1, based on the annual consumer price index increase shown for the Chicago-Naperville-Elgin area as published by the U.S. Bureau of Labor Statistics, except that no hourly labor rate shall exceed the maximum rate established by IDOT (which is \$86/hour for 2023). Additionally, the maximum contract fees shown above shall be increased on an annual basis to reflect the same annual consumer price index increase.

EXHIBIT A – ATTACHMENT A: DESCRIPTION OF ECOLOGICAL SERVICES for TASKS 31 and 34

The information provided by V3 regarding wetland boundaries is based on an interpretation of the three criteria that define wetlands (vegetation, soils, and hydrology) at the time the wetlands are delineated. V3 provides the best information available at the time of the delineation, but factors beyond our control may outwardly change the nature or the extent of wetlands on a site.

The ultimate decision on wetland boundaries rests with the federal government and DuPage County Stormwater. As a result, there may be adjustments to boundaries based upon review by a regulatory agency. An agency determination can vary from time to time depending on many factors, including but not limited to, the experience of the agency representative making the determination and the time of year. In addition, the physical characteristics of the site can change with time, depending on the weather, vegetation patterns, drainage, activities on adjacent parcels, or other events.

Ecological services to be performed in Tasks 31 and 34 include:

- **2023 Growing Season Wetland Delineation Field Work** (Bill Group W21). V3's Wetland Specialists will conduct a field investigation during the 2023 DuPage County growing season (May 15-October 1) to locate and delineate any wetlands on or near the site in accordance with the Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Midwest Region. The DuPage County Ordinance also requires that wetlands/waters be identified and notated within 100 feet of the project boundaries. The limits of any on-site delineated wetlands/Waters of the U.S. will be staked in the field, and approximate boundaries will be mapped on a recent large-scale aerial photograph, based on our field assessment of the vegetation, soils and hydrology at the site. The limits of any on-site wetland/Waters of the U.S. will be located using survey grade equipment during the field investigation portion of the wetland delineation. Note, this work shall only be performed if a current wetland delineation is not provided by DuPage County staff.
- **Wetland Assessment** (Bill Group W21). Since wetlands/Waters of the U.S. may be present on or within 100 feet of the project area, wetland assessment is required by the U.S. Army Corps of Engineers, Chicago District (USACE) and DuPage County Stormwater. Wetland assessment involves an evaluation of wetland characteristics, including wildlife habitat quality, water quality functions, and plant community quality. Wetland Assessment also includes a preliminary jurisdictional determination for isolated or adjacent wetland¹. Delineated wetlands will be rated as High Quality Aquatic Resources (HQAR's) in accordance with the USACE and DuPage County, if applicable. Note, this work shall only be performed if a current wetland delineation is not provided by DuPage County staff.
- **Wetland Delineation Technical Report** (Bill Group W21). A wetland report will be provided with the results of our field investigation, including the location and approximate size of wetlands/Waters of the U.S. present, a wetland quality evaluation, a Floristic Quality Assessment (FQA), and the wetland assessment. Floristic inventories and detailed soil classification data for each area investigated will be provided in the report. Areas

¹ December 2, 2008, USEPA and Department of the Army Joint Memorandum, Clean Water Act Jurisdiction Following the U. S. Supreme Court Decision in *Rapanos v. United States* and *Carabell v. United States*.

determined to be wetland on the property will be shown on a recent, large-scale aerial photo exhibit. Wetlands/waters identified within 100 feet outside the project boundaries will also be depicted. USACE and DuPage County wetland permitting and/or mitigation requirements will be addressed in the report. The wetland report also will contain detailed technical documentation suitable for review and approval by the USACE and DuPage County. Note, this work shall only be performed if a current wetland delineation is not provided by DuPage County staff.

- **Wetland Boundary Field Verification** (Bill Group W21A) (If Required). The DuPage County Stormwater Ordinance requires that a wetland boundary field verification occur. This wetland boundary field verification is required if wetlands are identified onsite or abutting a property line. If required, V3 will schedule, coordinate, and attend the wetland boundary field verification with the DuPage County Stormwater wetland staff.
- **Threatened & Endangered Species Initial Consultation** (Bill Group W21B) (If Required). If required based on the results of the wetland delineation field work, V3 will conduct and complete the United States Fish and Wildlife (USFWS) Section 7 Federal threatened and endangered species consultation checklist for the site. V3 will also prepare and submit the required IDNR EcoCAT for inquiry on State threatened & endangered species.
- **Survey Locate of Wetland/Waters Flags** (Bill Group W21C). The USACE and DuPage County Stormwater require that identified wetlands and waters limits be professionally surveyed for incorporation onto project engineering plans. The survey locate is required for wetlands/waters within a project area, or within 100 feet of the project area. As applicable, V3 will survey locate any wetland/waters delineation flags placed within or adjacent to the proposed project area. Note, this work shall only be performed if a current wetland delineation is not provided by DuPage County staff.
- **DuPage County Stormwater Tabs 4 and 5 Permitting** (Bill Group W26). V3 will prepare and submit the wetland and wetland buffer portions of the DuPage County Countywide Stormwater and Floodplain Ordinance permit application for the project. The submittal will be based on the revised Ordinance effective May, 2019. Tabs 4 and 5 will be incorporated into the overall Stormwater Permit submittal to DuPage County Stormwater.
- **Native Planting Design for Proposed Pond** (Bill Group W22). As required by DuPage County Stormwater, V3 will design the native plantings. For the DOT Pond, this is expected to include native plantings in the pond bottom and side slopes, and any necessary wetland buffer mitigation, and BMPs. For the overflow improvements, this may include native plantings along ditches or other areas of disturbance, as required. This design will include proposed native plantings, native seed mixes, and planting specifications. This will be required by DuPage County for the DOT Pond and may be required for the overflow improvements.
- **3-Year Monitoring and Management Plan** (Bill Code W22A). As required by DuPage County Stormwater, V3 will prepare and submit the proposed 3-year maintenance and monitoring plan for the proposed native plantings on the site. This proposed maintenance and monitoring plan will include seed and plant lists, recommended specifications, and management activities to be performed over a 3-year period.

- **Project Meetings, Project Coordination, & Response to Wetland/Waters/Buffers Comments During Permitting** (Bill Group W30). V3 will attend any meetings with the Client (DuPage County Stormwater), the City of Wheaton, Village of Winfield, and any project related meetings required by a requesting agency or the Client. This task includes project meetings and minimal project coordination not requiring a separate agreement. This task may include some work outside the scope of this proposal. The extent of the additional work may be dictated by a regulatory agency review or by requests for additional information from the CLIENT, project engineer, and/or project contractors. Because the scope of the response needed cannot be determined in advance, this service is provided on an hourly-fee basis. If the additional service requested appears to be substantial, it may be provided as the subject of a separate agreement. Work completed under this task is not included in other fees and is billed on an hourly basis. This task also includes the preparation and submittal of responses to comments received during the permitting process as it relates to wetlands, waters, or their associated buffers.

Exclusions

The following services are excluded from the current scope of services, but can be provided at an additional cost under a separate agreement.

- U.S. Army Corps of Engineers permitting of any kind.
- Archaeological investigations of any kind.
- IDNR Incidental Take Permitting of any kind.
- Species specific habitat or species surveys of any kind.
- Traditional Landscaping design services of any kind.
- Management, maintenance, or monitoring of installed native vegetation.
- Wetland mitigation design of any kind.
- Wetland mitigation credits purchase of any kind.

EXHIBIT A - ATTACHMENT B: SKETCH OF POSSIBLE OVERFLOW IMPROVEMENTS NEAR CARE CENTER POND



EXHIBIT A - ATTACHMENT C: SURVEY SCOPE OF SERVICES (if needed as an On-Call Service)

1. Record a minimum of two permanent benchmarks at the site. Elevations will be referenced to DuPage County benchmarks tied to the North American Vertical Datum of 1988 (NAVD88). Description of location and elevation of the source benchmark to which the topographic surveying and site benchmarks are tied to, will be indicated on the survey. The above work does not include DuPage County Ordinance - Article IV Section 15-33 control work that may be required for county approval.
2. A contour survey with 1'-0" contour intervals will be prepared from field spot elevations. Spot elevations obtained in the field will be of sufficient quantity to generate a contour survey, which properly represents the ground surface. Additional elevations will be indicated on the survey as required to establish accurate profiles (including all changes or breaks in grade) and cross-sections of walks, curbs, gutter, pavement edges, and centerlines.
3. Spot elevations for areas surrounding any water will be shown to the nearest 0.01 foot on all "hard paved surfaces" and utility structures. Spot elevations in unpaved areas such as grass and dirt shall be shown and accurate to the nearest 0.1 foot.
4. Mean elevations of water in retention ponds, lakes, or streams will be shown as depicted at the time the survey field work was conducted.
5. Wetland flags, if present, will be located. CLIENT to provide V3 a sketch showing the approximate shape, location and point range of each wetland before any field work is started. If V3 is delayed or if an additional trip is necessary to locate the wetland flags after the field survey work has been completed, it will be considered an Additional Service.
6. No individual trees or landscape vegetation will be located. Only general outlines of tree and brush limits will be shown.
7. No property Boundary Survey is included.
8. Depending on airspace restrictions, field work may or may not be performed utilizing sUAS (Small Unmanned Aircraft System a.k.a. Drone) meeting or exceeding NSPS relative positional accuracies for topographic surveys.
9. Visible above ground utilities and field identification markers will be measured and annotated. Typical systems include sanitary, water, storm, gas, electric, traffic and communications related utilities. A design stage J.U.L.I.E. will be submitted requesting atlas information which does not include field markings by members or private utility location. If field markings are desired, it is the responsibility of the CLIENT to coordinate that activity. Markings found in the field will be measured and annotated similarly. Atlas information provided by the CLIENT will be incorporated into the map.

EXHIBIT B

DELIVERABLES

The following deliverables will be submitted to the COUNTY before completion of the contract for each Task and subtask described in Exhibit A: Scope of Services.

EXHIBIT B: DELIVERABLES

Deliverables for Task 30 Construction Support:

- Summary report and photos following each weekly site visit
- Written comments in response to shop drawing reviews, submittal reviews, etc
- Written comments in response to RFIs

Deliverables for Task 31: Preparation of 60% Design Plans and Permitting for DOT Pond:

- 60% design plans, electronically as PDF
- Engineer's estimated opinion of probable cost, electronically as PDF and Excel
- "Tabbed" Permit application (addendum to existing permit), electronically as PDF and as hard copy, submitted to Winfield or Wheaton for review, and submitted to DuPage County for special management area review

Deliverables for Task 32: Preparation of Final Engineering Plans and Construction Documents for DOT Pond:

- 95% Plan Submittal
- 100% Plan Submittal
- Special Provisions
- Engineer's Estimated Opinion of Probable Construction Cost

Deliverables for Task 33: As-built Survey and Storage Calculation:

- Record drawing showing the as-built survey, provided as a PDF and also electronically
- Stage-storage calculation of the new volume
- Updated Detention Tracking Spreadsheet showing the volume provided in the pond, if it differs from the original spreadsheet

Deliverables for Task 34: Preparation of 60% Design Plans and Permitting for Overflow Improvements

- 60% design plans, electronically as PDF
- Engineer's estimated opinion of probable cost, electronically as PDF and Excel
- "Tabbed" Permit application (addendum to existing permit), electronically as PDF and as hard copy, submitted to Winfield or Wheaton for review, and submitted to DuPage County for special management area review

Deliverables for Task 35: Preparation of Final Engineering Plans and Construction Documents for Overflow Improvements:

- 95% Plan Submittal
- 100% Plan Submittal
- Special Provisions
- Engineer's Estimated Opinion of Probable Construction Cost

EXHIBIT C
SCHEDULE OF FEES

Exhibit C

V3 COMPANIES 2023 BILLING RATE RANGES for Campus Stormwater Engineering, Phase 3

Labor Category	Hourly Wage Rate Range		Multiplier 2.80	Hourly Billing Rate Range	
	Min of Cost Rate	Max of Cost Rate		Min of Multiplier Rate	Max of Multiplier Rate
Administration I	\$18.28	\$30.00		\$51.18	\$84.00
Administration II	\$23.21	\$41.36		\$64.99	\$115.79
Administration III	\$30.66	\$39.42		\$85.85	\$110.38
Administration IV	\$41.25	\$65.10		\$115.50	\$182.29
Administration V	\$59.37	\$59.37		\$166.25	\$166.25
Construction Administrator II	\$34.40	\$49.45		\$96.32	\$138.46
Construction Administrator III	\$56.93	\$56.93		\$159.40	\$159.40
Construction Technician III	\$37.14	\$37.14		\$103.99	\$103.99
Design Technician II	\$23.33	\$30.38		\$65.32	\$85.06
Design Technician III	\$32.00	\$48.64		\$89.60	\$136.19
Designer I	\$26.00	\$28.21		\$72.80	\$78.99
Designer II	\$37.50	\$37.50		\$105.00	\$105.00
Director	\$72.16	\$86.00		\$202.04	\$240.80
Engineer I	\$33.39	\$37.63		\$93.48	\$105.35
Engineer II	\$36.63	\$42.89		\$102.56	\$120.08
Engineer III	\$38.87	\$44.60		\$108.85	\$124.88
Estimating Technician	\$29.09	\$29.09		\$81.45	\$81.45
Field Ecologist I	\$17.33	\$19.89		\$48.52	\$55.69
Field Ecologist II	\$20.50	\$22.35		\$57.40	\$62.58
Field Ecologist III	\$25.72	\$25.72		\$72.02	\$72.02
Instrument Operator	\$25.00	\$25.00		\$70.00	\$70.00
Landscape Architect I	\$37.60	\$40.87		\$105.28	\$114.42
Landscape Architect II	\$44.25	\$44.25		\$123.90	\$123.90
Landscape Designer III	\$36.14	\$36.14		\$101.18	\$101.18
Operations Director	\$73.72	\$73.72		\$206.43	\$206.43
Operations Manager	\$44.96	\$44.96		\$125.88	\$125.88
Operator I	\$25.32	\$25.32		\$70.90	\$70.90
Principal	\$64.19	\$86.00		\$179.73	\$240.80
Project Coordinator	\$25.85	\$25.85		\$72.38	\$72.38
Project Designer II	\$37.62	\$37.62		\$105.33	\$105.33
Project Engineer I	\$38.98	\$56.70		\$109.16	\$158.76
Project Engineer II	\$40.52	\$61.15		\$113.44	\$171.22
Project Manager	\$43.13	\$62.50		\$120.76	\$175.00
Project Manager I	\$28.64	\$63.34		\$80.19	\$177.36
Project Manager II	\$43.27	\$66.67		\$121.15	\$186.68

Exhibit C

V3 COMPANIES 2023 BILLING RATE RANGES for Campus Stormwater Engineering, Phase 3

Labor Category	Hourly Wage Rate Range		Multiplier 2.80	Hourly Billing Rate Range	
	Min of Cost Rate	Max of Cost Rate		Min of Multiplier Rate	Max of Multiplier Rate
Project Scientist I	\$35.26	\$43.24		\$98.72	\$121.07
Project Scientist II	\$38.32	\$47.86		\$107.30	\$134.01
Project Surveyor I	\$26.93	\$31.08		\$75.40	\$87.02
Project Surveyor II	\$31.65	\$42.24		\$88.62	\$118.28
Project Surveyor III	\$32.01	\$32.01		\$89.64	\$89.64
Resident Construction Manager I	\$61.34	\$64.88		\$171.76	\$181.67
Resident Construction Manager II	\$62.68	\$75.17		\$175.50	\$210.47
Resident Engineer I	\$52.82	\$62.09		\$147.89	\$173.85
Resident Engineer II	\$68.30	\$77.16		\$191.23	\$216.06
Scientist I	\$23.87	\$24.04		\$66.84	\$67.31
Scientist III	\$28.85	\$39.89		\$80.77	\$111.70
Senior Administration	\$52.03	\$86.00		\$145.69	\$240.80
Senior Construction Technician	\$42.69	\$53.30		\$119.53	\$149.24
Senior Design Technician	\$35.96	\$35.96		\$100.69	\$100.69
Senior Estimator	\$68.95	\$68.95		\$193.06	\$193.06
Senior Landscape Architect	\$42.20	\$42.20		\$118.15	\$118.15
Senior Project Engineer	\$48.09	\$65.00		\$134.67	\$182.00
Senior Project Manager	\$33.98	\$85.50		\$95.14	\$239.40
Senior Project Manager - CE	\$71.29	\$86.00		\$199.60	\$240.80
Senior Project Manager - TM	\$68.20	\$86.00		\$190.97	\$240.80
Superintendent	\$32.00	\$65.16		\$89.60	\$182.45
Survey Crew	\$24.61	\$42.09		\$68.91	\$117.85
Technician I	\$15.40	\$22.16		\$43.12	\$62.05
Technician II	\$35.87	\$51.24		\$100.44	\$143.47

The duration of this work is expected to extend into and through 2025. The maximum rates for each labor classification shown in the billing rate schedule in Exhibit C shall be adjusted each year, beginning January 1, based on the annual consumer price index increase shown for the Chicago-Naperville-Elgin area as published by the U.S. Bureau of Labor Statistics, except that no hourly labor rate shall exceed the maximum rate established by IDOT (which is \$86/hour for 2023). Additionally, the maximum contract fees shall be increased on an annual basis to reflect the same annual consumer price index increase.