



DU PAGE COUNTY

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

Stormwater Management Committee Final Summary

Tuesday, February 6, 2024

7:30 AM

3-500 B

1. CALL TO ORDER

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

2. ROLL CALL

County Board Member Patty Gustin was in attendance.

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

3. PUBLIC COMMENT

The following individual offered public comment:
Kay McKeen- SCARCE

4. CHAIRMAN'S REMARKS - CHAIR ZAY

Chairman Zay thanked Stormwater staff for all of their work during the recent rain and snowmelt.

5. APPROVAL OF MINUTES

5.A [24-0416](#)

Stormwater Management Committee Meeting-Regular Meeting- Tuesday, December 5, 2023

RESULT:	APPROVED
MOVER:	Nunzio Pulice
SECONDER:	Lucy Evans

6. CLAIMS REPORTS

6.A [24-0490](#)

Schedule of Claims Dec. 2023 - Jan. 2024

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia

7. STAFF REPORTS

Motion to Combine Items

Member Garcia moved and Member Shelia seconded a motion to combine items A through E. The motion was approved on voice vote, all "ayes".

Director Hunn and Chairman Zay addressed questions from Member DeSart regarding item 7.D of the staff reports.

7.A [24-0455](#)
2024 Water Quality Annual Public Meeting

7.B [24-0511](#)
2024 February Program and Event Update

7.C [24-0512](#)
December 2023 Currents E-Newsletter

7.D [24-0543](#)
Temporary License Agreement with the Village of Carol Stream

7.E [24-0551](#)
2023 Stormwater Management Department Annual Report

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

8. ACTION ITEMS

8.A [24-0484](#)
Recommendation for the approval of a contract purchase order to Blueline Security Group, Inc. (Signal 88), for security services patrol tour at the Elmhurst Quarry, for Stormwater/Tort liability, for the period of April 1, 2024 through March 31, 2025, for a contract total amount not to exceed \$12,967.50; second of three optional renewals.

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia

8.B [SM-P-0004-24](#)

Recommendation for the approval of a contract to Atlas Engineering Group, LTD., for On Call Land Surveying Services, for Stormwater Management, for the period of February 13, 2024 through November 30, 2024, for a contract total amount not to exceed \$50,000; Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-bases selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Nunzio Pulice

8.C [SM-P-0005-24](#)

Recommendation for the approval of a contract to Fehr Graham, for Professional Engineering Services for the Capital Assessment and Reserve Study analysis associated Stormwater Flood Control Facilities, for the Stormwater Management Department, for the period of February 13, 2024 through November 30, 2024, for a contract total not to exceed \$165,000. 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.

Director Hunn gave the Committee an overview of the Capital Assessment and Reserve Study Analysis and addressed questions.

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

9. **OLD BUSINESS**

Member DeSart asked Director Hunn if there was anything that she'd like to highlight from the department's annual report. Director Hunn noted the ARPA projects and a few other items from the report.

10. **NEW BUSINESS**

No new business was discussed.

11. **ADJOURNMENT**

A motion was made by Member Pojack and seconded by Member Evans to adjourn at 7:42 AM. Upon a voice vote, the motion passed with all ayes.



Minutes

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

File #: 24-0416

Agenda Date: 2/6/2024

Agenda #: 5.A



DU PAGE COUNTY

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

Stormwater Management Committee Final Summary

Tuesday, December 5, 2023

7:30 AM

County Board Room

PUBLIC HEARING

1. CALL TO ORDER

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

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

2. ROLL CALL

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

3. ACTION ITEMS

3.A [24-0009](#)

COMMITTEE ACTION REQUESTED: A motion by Committee to approve the Chicago Department of Aviation's request for their regulatory approach to stormwater management concerning the planned future development of segments of O'Hare Airport located within DuPage County. The Chicago Department of Aviation (CDA) seeks approval for the exclusion of the Future Airport Layout Plan (ALP) and the Draft Ultimate ALP from the DuPage County Stormwater Certification process, as per the DuPage County Countywide Stormwater and Flood Plain Ordinance.

4. ADJOURNMENT

A motion was made by Member Brummel and Seconded by Member Evans to adjourn the Public Hearing at 7:32 AM. Upon a voice vote, the motion passed with all ayes.

STORMWATER MANAGEMENT COMMITTEE MEETING

1. CALL TO ORDER

7:30 AM meeting was called to order by Chair James Zay at 7:33 AM.

A motion was made by Member DeSart and Seconded by Member Garcia to allow Member Nero and Member Yusuf to participate remotely. Upon a voice vote, the motion passed with all ayes.

2. ROLL CALL

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

3. PUBLIC COMMENT

The following individual offered public comment:
Kay McKeen- SCARCE

The following individuals are record of attendance only:
P. Kay Whitlock- Christopher B. Burke Engineering LTD.
Aaron Frame- City of Chicago Department of Aviation

4. CHAIRMAN'S REMARKS - CHAIR ZAY

Chairman Zay addressed the Committee about canceling the January 2 Stormwater Management Committee meeting. The Committee agreed to cancel the January meeting.

5. APPROVAL OF MINUTES

5.A [24-0010](#)
Stormwater Management Committee Meeting- Regular Meeting- Tuesday, November 7,2023

RESULT:	APPROVED
MOVER:	Chester Pojack
SECONDER:	Paula Garcia

6. CONSENT AGENDA

6.A [24-0013](#)
Copenhaver Construction, Inc, 1946-0001 SERV- Contract Extension- time only, no change in contract amount. Change Order #4
Director Hunn and Chairman Zay addressed questions from Member DeSart.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

7. CLAIMS REPORTS

7.A [24-0008](#)
Schedule of Claims - November 2023

RESULT:	APPROVED
----------------	----------

MOVER:	Paula Garcia
SECONDER:	Lucy Evans

8. STAFF REPORTS

Motion to Combine Items

Member Evans moved and Member Garcia seconded a motion to combine items A through C. The motion was approved on voice vote, all "ayes".

Director Hunn addressed questions from Member DeSart in regards to item 8.A Quarterly Spill Response Report.

- 8.A [24-0014](#)
Quarterly Spill Response Report
- 8.B [24-0011](#)
November 2023 Currents E-Newsletter
- 8.C [24-0012](#)
2023 December Program and Event Update

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

9. ACTION ITEMS

- 9.A [24-0009](#)
COMMITTEE ACTION REQUESTED: A motion by Committee to approve the Chicago Department of Aviation's request for their regulatory approach to stormwater management concerning the planned future development of segments of O'Hare Airport located within DuPage County. The Chicago Department of Aviation (CDA) seeks approval for the exclusion of the Future Airport Layout Plan (ALP) and the Draft Ultimate ALP from the DuPage County Stormwater Certification process, as per the DuPage County Countywide Stormwater and Flood Plain Ordinance.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Dawn DeSart

SECONDER:	Paula Garcia
AYES:	Brummel, DeSart, Eckhoff, Evans, Garcia, Hinterlong, Pojack, and Zay
ABSENT:	Pulice, and Tornatore
REMOTE:	Nero, and Yusuf

9.B [SM-P-0001-24](#)

Recommendation 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 December 12, 2023 through November 30, 2024, for a contract total amount not to exceed \$70,000. Professional Services in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ et. seq. vetted through a qualification-based selection process (Architects, Engineers, and Land Surveyors).

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

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

Recommendation for the approval of a contract with Independent Mechanical Industries, Inc., for the Elmhurst Quarry West Lobe Pump Station Rehabilitation Project, for the Stormwater Management Department, for the period of December 12, 2023 through November 30, 2025, for a contract total amount not to exceed \$2,748,850; per lowest responsible Bid # 23-126-SWM.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	David Brummel

10. INFORMATIONAL

10.A [TE-P-0075-23](#)

Recommendation for the approval of a contract purchase order to Accela, Inc., for Managed Application Services to provide support with permitting software for the Building & Zoning, Transportation, Stormwater, and Public Works departments, for the period of February 21, 2024 through February 20, 2025, for a contract total not to exceed \$199,290; per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Proprietary Software Maintenance and Support)

RESULT:	ACCEPTED AND PLACED ON FILE
----------------	-----------------------------

MOVER: Chester Pojack
SECONDER: Paula Garcia

11. OLD BUSINESS

No old business was discussed.

12. NEW BUSINESS

No new business was discussed.

13. ADJOURNMENT

A motion was made by Member Brummel and Seconded by Member Hinterlong to adjourn at 7:43 AM. Upon a voice vote, the motion passed with all ayes.



Payment of Claims

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

File #: 24-0490

Agenda Date: 2/6/2024

Agenda #: 6.A

**DUPAGE COUNTY STORMWATER MANAGEMENT
SCHEDULE OF CLAIMS
Dec-23**

Vendor	Service	Amount
AT & T	River Dumoulin Phone services	\$55.16
AT & T	Armstrong Park Phone services	\$80.27
AT & T	River Dumoulin Phone services	\$89.28
AT & T	River Dumoulin Phone services	\$78.14
AT & T	River Dumoulin Phone services	\$97.83
AT & T	Phone services	\$53.14
DuPage County PW	Fuel charges 8/16/23-11/15/23	\$5,347.08
Encap	Native vegetation mtce	\$7,896.55
Menards	marking spray	\$7.98
Menards	Flag Stakes	\$26.91
Nicor Gas	301 W. School Natural gas services	\$58.22
USPS	Postage- October 2023	\$76.47
V3 Companies	Native vegetation mtce	\$480.43
A Block	truck tipping	\$30.00
Ace Hardware	Keys	\$9.18
Action Screen Print	Employee wear	\$2,898.94
Action Screen Print	employee wear	\$36.07
AEP	Utility supply at EQ	\$2,755.65
AHW LLC	Mower	\$12,646.00
Amazon	Various supplies	\$44.80
Amazon	switches	\$25.99
AutoZone	alternator Credit	-\$45.00
AutoZone	alternator	\$236.99
CB Burke	Floodplain Assistance	\$2,880.50
ComEd	ES Fanchon 1S Electric services	\$196.56
ComEd	Pump station 397 Illini Electric services	\$372.33
ComEd	4013 Washington DG Electrical services	\$23.26
ComEd	SS Irving Park 1W Electric services	\$30.25
ComEd	4723 River Dr. Electric services	\$41.41
ComEd	4720 Dumoulin Electric services	\$81.32
ComEd	4525 River Dr. #3 Electric service	\$34.75
ComEd	4525 Dumoulin Electric services	\$76.19
Conserv FS	seed mix	\$1,200.00
Contigo Engineering	Permit review assistance	\$4,459.00
Gasperec Elberts	Surveying services	\$228.90
Gasperec Elberts	Surveying services	\$3,000.00
Grainger	cut resistance sleeve	\$130.80
Grainger	Cold Packs	\$20.67
Home Depot	Wrench Kit	\$279.00
Home Depot	Various supplies	\$64.92
Home Depot	Various supplies	\$87.90
Menards	Various supplies	\$128.27
Nika Engineering	FEQ Training course	\$6,500.00
Robinson Eng.	On-call Engineering	\$7,370.29
Robinson Eng.	On-call Engineering	\$876.61
SCADACORE	Battery	\$125.00
Site One	Straw wattle roll	\$267.44
Strand Associates	On-call Engineering	\$1,831.75
V3 Companies	On-call Engineering	\$3,594.53
V3 Companies	Native vegetation mtce	\$20,996.60
Welch Brothers	Various supplies	\$5,667.00
AT & T	Phone services	\$52.90
AT & T	Wooddale Itasca Phone services	\$93.84
Baxter & Woodman	Storm sewer mtce BMP's	\$790.65
City of Wood Dale	Water/sewer 301 School	\$40.64

Comcast	Secondary internet service at EQ	\$36.40
ComEd	NS School St. Electric services	\$743.14
ComEd	701 W Third St. Electric services	\$19.55
ComEd	NS CNWR 1E W Elmhurst Electric Services	\$506.78
ComEd	SS Hagar 1W Electric services	\$35.09
ComEd	150 N. IL Rt.83 Electric services	\$198.26
Hey & Associates	Professional engineering	\$11,759.49
ODP	Various supplies	\$98.77
Red Wing Shoes	Safety shoes - English	\$165.74
SCARCE	Water Quality Education	\$5,320.02
Signal 88	Security services	\$976.50
Village of Carol Stream	WQ Klein Creek	\$11,765.00
Water Well Solutions	Well Cleaning	\$53,450.50
DuPage County	Workers comp claims	\$16,878.33
Baxter & Woodman	Storm sewer mtce BMP's	\$1,597.05
DuPage County DOT	gasoline charges 4th qtr. 9/1/23-11/30/23	\$2,104.13
DuPage County DOT	Vehicle repairs 4th Qtr. 9/1/23-11/30/23	\$1,909.03
DuPage County PW	4th Qtr. Labor Charges	\$43,357.00
DuPage County PW	2021 Labor Charges	\$102.30
Encap	Native vegetation mtce	\$3,583.00
FirstNet/ATT	Cellular services	\$1,986.63
Gasperec Elberts	Surveying services	\$17,484.10
Hey & Associates	Professional services	\$23,381.39
Hey & Associates	Professional services	\$435.94
Patrick Engineering	Surveying services	\$11,789.59
Robinson Eng.	On-call Engineering	\$356.58
Trotter & Associates	Drainage & Flood control svcs	\$4,064.25
USGS	Joint funding agreement	\$58,230.75
USGS	Joint funding agreement	\$180,879.00
V3 Companies	On-call Engineering	\$5,610.16
V3 Companies	Lacey Creek Watershed	\$5,863.43
A Block	truck tipping	\$30.00
A Block	truck tipping	\$30.00
A Block	truck tipping	\$30.00
Advance Auto	battery	\$167.69
Alta Equipment	Sweeper for Stihl	\$427.89
Alta Equipment	Mower supplies	\$90.48
Cityworks/Azteca	Software	\$10,963.33
Conserv FS	seed mix	\$147.50
Grainger	First aid kits	\$117.45
Kipps	chain saw	\$323.40
Kipps	chain saw loops	\$30.32
Kipps	Stihl powerhead	\$330.75
Service Industrial	Gaskets	\$72.60
AEP	Utility supply at EQ	\$75.74
ComEd	ES River Rd. 3N Rt 34 Electric services	\$359.26
ComEd	ES Fanchon 1S Electric services	\$319.36
ComEd	4013 Washington DG Electrical services	\$23.88
ComEd	Pump station 397 Illini Electric services	\$423.57
DuPage County	FY23 Copy paper	\$98.52
Nicor Gas	800 N. River Rd. Natural gas services	\$171.94
Nicor Gas	301 W. School Natural gas services	\$56.24
A Block	truck tipping	\$30.00
Menards	wood stakes	\$44.67
Menards	mortar mix	\$8.98
Menards	Various supplies	\$66.92
Menards	Coupling	\$42.72
Menards	Various supplies	\$86.46

Sheffield	Safety consulting	\$2,456.25
AMS	EQ E Lobe Pipe Replacement	\$33,195.26
AT & T	Private Network for Facilities	\$1,470.56
AT & T	Private Network for Facilities	\$1,821.79
V & R Tire/Favia	Tire repairs SWM #35	\$30.00
Red Wing Shoes	Safety shoes - Johnson	\$200.00
Conservation Foundation	Water Quality Education	\$4,140.00
Paddock Publications	Public notice publication	\$108.10
DuPage County	Workers comp claims	\$2,064.68
DuPage County SW	permit for SM2023-0060	\$2,625.00
ERA	Floodplain mapping	\$4,914.00
On Target	Beaver trap/removal	\$2,500.00
Gasperec Elberts	Surveying services	\$1,008.00
Illinois Tollway	Tollway charges 10/1/23-11/30/23	\$486.90
CDW-G	AutoCAD	\$2,451.44

DUPAGE COUNTY STORMWATER MANAGEMENT
SCHEDULE OF CLAIMS
January-24

Vendor	Service	Amount
Seiler	Annual Subscription	\$1,404.00
Seiler	Bluebeam Renewal	\$1,635.00
Accela	Velosimo Software	\$7,654.50
Alliant	Notary Bond- Suffredin	\$30.00
Murphy Ace	Various supplies	\$68.95
Pizzo & Associates	Prescribed burn	\$3,500.00
IT Savvy	4-Elitebooks	\$5,949.52
Secretary of State	Notary app fee- Suffredin	\$15.00
Dave Winklebleck	Reimb. for IDFPR Fee	\$61.35
Michael Dirkse	Reimb. for IDFPR Fee	\$61.35
AT & T	River Dumoulin Phone services	\$89.28
AT & T	Armstrong Phone services	\$80.27
AT & T	River Dumoulin Phone services	\$97.83
AT & T	Phone services	\$51.65
AT & T	River Dumoulin Phone services	\$55.16
AT & T	River Dumoulin Phone services	\$78.14
AT & T	Phone services	\$53.14
First Environmental	Lab testing	\$225.00
Kane-DuPage Soil & Water	Workshop 1/31/24	\$385.00
Menards	Torch	\$57.98
Menards	2x12 wood	\$41.44
ODP	Tissue	\$44.97
Altorfer	Spacer	\$10.44
Altorfer	E-22 Rear glass	\$222.55
Altorfer	Spacer	\$26.80
Squirrel Auto Glass	glass repair	\$225.00
Menards	Various supplies	\$71.12
National Association of Wetland Managers	NAWM Membership renewal	\$300.00
Menards	Driver set	\$29.99
Menards	Various supplies	\$82.24
Menards	Various supplies	\$320.68
Menards	gloves	\$19.10
Menards	tree cover/pruner	\$24.97
Grainger	Various supplies	\$272.37
AT & T	Wooddale Itasca phone services	\$93.84
DuPage Topsoil	Soil	\$450.00
Contigo	permit review assistance	\$3,332.00
City of Wooddale	Water/Sewer 301 School St.	\$41.41
SWS/PCP	Membership fee-Fahey	\$75.00
ComEd	4525 River Dr. Electric service	\$36.49
ComEd	4723 River Dr. Electric service	\$42.48
ComEd	4525 Dumoulin Ave. Electric service	\$76.39
ComEd	150 N ll Rt.83 Electric service	\$266.71
ComEd	701 W Third St. Electric service	\$19.55
ComEd	NS School St. Electric service	\$856.18
ComEd	SS Irving Park Electric service	\$38.65
ComEd	SS Hagar 1W Electric service	\$54.34
ComEd	NS CNWRR 1E Electric service	\$436.37
ComEd	4720 Dumoulin Electric service	\$82.32
ECT	HSPF Hydrologic	\$2,350.00

Signal 88	Security services	\$1,023.75
Comcast	ethernet services	\$2,259.02
Zentek	Online training- Heatherly	\$495.00
HLR	Prof. Engineering	\$6,795.66
SCARCE	Prof. Services	\$7,041.65
AT & T	Phone services	\$46.73
Scube	Cloud hosting	\$2,600.00
FirstNet/ATT	Cellular services	\$1,986.63
Jenna Fahey	Reimb. for CPESC fee	\$189.95
Comcast	ethernet services	\$2,258.88
AT & T	Private network for SWM	\$1,893.51
AEP	Utility supply	\$75.57
ComEd	ES River Rd 3N Rt. Electric service	\$436.82
AT & T	Phone services	\$51.76
AT & T	Phone services	\$52.90
AT & T	River Dumoulin Phone services	\$55.16
Illinois Water Environmental	2024 IWPC Registration Falsey	\$150.00
Nicor	800 N River Rd. Natural Gas service	\$151.25
Ferguson	Motor	\$1,496.55
Grainger	Water quality supplies	\$824.00
Amazon	bracket/cable	\$118.96
ODP	Various supplies	\$28.22
ODP	Various supplies	\$54.21
ODP	Varidesk	\$315.00
Illinois Tollway	Tollway charges 12/1/23-12/31/23	\$197.60
Zentek	Online training- Kepich	\$495.00



Staff Report

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

File #: 24-0455

Agenda Date: 2/6/2024

Agenda #: 7.A



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services

STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

FROM: Mary Beth Falsey, Stormwater Management

SUBJECT: Water Quality Annual Public Meeting Portal

DATE: January 24, 2024

Stormwater Management staff has created a virtual public meeting space in accordance with DuPage County's National Pollution Discharge Elimination Systems (NPDES) Permit No. ILR40 from the Illinois Environmental Protection Agency which allows us to discharge stormwater into waterways. The NPDES permit requires that the County hold at least one meeting annually for the public to provide input on the countywide water quality program. The virtual public meeting space includes a recorded presentation and public comment portal. The portal will be open for public comment from February 7th through February 21st.

The public can view the recorded presentation and submit comments through the portal. The link to the virtual meeting space will be shared with all 41 partner municipalities who can link directly to their websites to share the information and comment opportunity with their residents.

The virtual public meeting space can be accessed through the Stormwater Management website at <https://www.dupagecounty.gov/swm/>.





Staff Report

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

File #: 24-0511

Agenda Date: 2/6/2024

Agenda #: 7.B



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services

STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee
FROM: Sarah Hunn, P.E., Director- DuPage County Stormwater Management
SUBJECT: Stormwater Program Update February 2024
DATE: February 6, 2024

Watershed Planning

Lacey Creek:

The Stormwater Management Department utilizes a historical series of rainfall events to determine existing flooding problems and to evaluate proposed flood control projects within a watershed. The previous historical series spanned 1949 – 2008 and contained 157 events. The historical series has recently been extended through 2019. Our consultant will utilize the updated historical series with the existing condition hydraulic model to determine the flood prone areas and flood damages within the Lacey Creek watershed. Following this, our consultant will evaluate potential projects and possible solutions with the hydraulic model. We anticipate the next Lacey Creek Stakeholder Meeting to be scheduled in March. Lacey Creek is located entirely within County Board District 2 and the majority of the watershed is within Downers Grove.

Facilities/Operations/ Shared Services Projects

Shared Services/Drainage Projects:

Under the drainage program, staff continues to work on various drainage projects anticipated to begin in the upcoming months. Tree removals have begun now that the window is open to avoid impacting the endangered Northern Long Eared Bat. A large tree in unincorporated Lemont was removed. This hazard tree is associated with an adjacent drainage project scheduled for improvements soon. Various projects are also still under permit review.

A beaver dam was recently removed with cooperation of DuDOT and the Medinah Park District to prevent flooding in unincorporated Medinah. Staff also continues to work in conjunction with several townships to help solve drainage concerns countywide. Under Shared Services, staff is still assisting the Village of Burr Ridge with catchment maps for tributaries located within the Village’s jurisdiction. The Stormwater Maintenance Crew will be starting a storm sewer project for the Village of Bartlett, we expect this to be completed in early February.

Facilities/Operations:

The stormwater flood control facilities continue to be maintained on a regular basis. The Monday, January 22nd - Friday, January 26th rain event trigger the operation of 2 of the five major flood control facilities.



Water Quality

The Water Quality Improvement Program Grant application period closed on January 5th. A total of 9 applications were received. The review team will provide funding recommendations to the Stormwater Committee at the March meeting.

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

Regulatory

The Regulatory Group continues to experience a very high level of activity and continued productivity, primarily focused on conducting thorough permit reviews and ensuring adherence to Stormwater Ordinance compliance. In 2023, we successfully completed 285 stormwater management permit reviews, reflecting an 11% increase compared to the previous year. Additionally, we held 189 stormwater pre-application meetings, marking a 10% growth from 2022. We also issued 112 stormwater authorizations and certifications.

ARPA Update

Municipal & Township Match Funding:

Stormwater staff continues to receive and process reimbursement requests for ARPA projects completed by townships and municipalities. Staff have ongoing communication with each community with respect to status updates and reimbursement requests. All work for each project through November 30, 2023 has been reviewed and processed in accordance with the County's fiscal year closeout process. At this time, out of the 26 Municipal ARPA projects, 16 projects have been completed or substantially completed, 2 projects are ongoing, and 8 projects will begin in the spring of 2024.

County Stormwater ARPA Projects:

The Main Street Storage Basin project in Lisle (ARPA funded) was awarded to the low bid contractor, V3 Construction, in November. Clearing work is expected to be complete by the end of March, with the other components of the project including earth excavation and storm sewer installation to begin in the summer months.

Design of the St. Joseph Creek Condominiums flood gate and flood wall project (FEMA & ARPA funded) is ongoing. Staff continue to work with the Village of Lisle and the Condominium Homeowners Association (HOA) to complete the design of a shovel ready project. A floodway permit from IDNR/OWR has been issued for the building at 4721 St. Joseph Creek. Additional permit applications to various regulatory agencies are underway and staff has completed a draft agreement between DuPage County and the HOA for the project. Staff expects to hear back from the HOA on the draft agreement in the next few weeks.

Design of the Luther/Roosevelt Stormwater Project located in Unincorporated DuPage County within York Township has been completed. The project is currently under review by regulatory agencies including DuPage County Stormwater Management and IDOT District 1.. The project will be slated for 2025 construction and when complete, it will reduce flooding along Luther Avenue south of Roosevelt Road in Unincorporated DuPage County.

Construction of another round of ARPA projects is under way. The Tamarack Drive drainage project in unincorporated Glen Ellyn has begun, with tree clearing already complete. In the upcoming months, Country Club Highlands Phase II in unincorporated Elmhurst is expected to break ground.

Upcoming DuPage County Stormwater Management (SWM) Events

Date	Time	Event	Location	Host Organization	SWM Involvement	Audience	Register/Info
2/20/2024	5PM-6:30PM	"Planting and Caring for Understory Trees" Workshop	Morton Arboretum	TCF	Sponsor	General Public	More Info
2/22/2024	8:30AM-12PM	Beyond the Basics 2024	Virtual	TCF	Sponsor	Professionals	More Info
3/1/2024	All Day	Teachers' Institute Day Quarry and Campus Tour	Elmhurst Quarry, County Campus	SCARCE	Sponsor, Host	Teachers	TBA
4/25/2024	TBA	Water: Healthy Communities Presentation	SCARCE	League of Women Voters	Speaker	General Public	TBA



Staff Report

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

File #: 24-0512

Agenda Date: 2/6/2024

Agenda #: 7.C

We only use cookies that are necessary for this site to function to provide you with the best experience. The controller of this site may choose to place supplementary cookies to support additional functionality such as support analytics, and has an obligation to disclose these cookies. Learn more in our [Cookie Statement](#).



Subscribe to updates from DuPage County, Illinois

Email Address e.g. name@example.com
Subscribe

Share Bulletin



DuPage County Stormwater Management News & Updates

DuPage County, Illinois sent this bulletin at 12/20/2023 11:15 AM CST

December 2023

[View this email in your browser](#)



2023 SWM Construction by the Numbers: 7 Projects, \$4.13 Million in Total, 97% Funded by Grants



A portion of Winfield Creek has a new lease on life after SWM completed its streambank stabilization project, funded mostly through a grant from the Illinois Department of Commerce and Economic Opportunity.

2023 was a busy year for the Department! A total of seven projects were constructed across the County and are currently operating to protect DuPage communities from flooding. Notably, nearly 97% of the \$4.13 million invested in these projects came from grants, including the American Rescue Plan Act (ARPA), a significant financial win for County taxpayers. Improvements from the four large-scale and three localized drainage projects include new storm sewer systems, replacement of aging stormwater infrastructure, streambank stabilization, earth excavation and native plant restoration. These enhancements will protect over 150 properties from flooded streets, backyards and basements, in addition to compromised HVAC and septic fields. 2024 already looks to be another major year of accomplishments as the Department continues to strategically apply its allocated ARPA funds to the most impactful projects for County residents.

Water Quality Grant Applications Due January 5th



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

Around Town

SWM and the Office of Homeland Security and Emergency Management (OHSEM) recently hosted a workshop on Substantial Flood Damage Estimates at the County campus. County and municipal staff listened to a representative from the Illinois Department of Natural Resources (IDNR) and the Federal Emergency Management Agency (FEMA) talk about the post-flood inspection and permitting process for communities in the National Flood Insurance Program. Thanks to this multi-level

you need to complete your application.

[More Info](#)

Get Real-Time Water Updates Right in Your Inbox with WaterAlert from USGS

The US Geological Survey's WaterAlert system is a very helpful tool for keeping track of changing water conditions at a location of your choice. Users can set up email alerts whenever the stream elevation, detected rainfall or discharge rate at a monitoring location reaches a certain threshold, which the user also picks. This could be useful for government staff, residents living near floodways, or anyone looking to stay informed of their local water conditions.

[Sign Up for WaterAlert](#)

collaboration, County agencies can be more efficient at assessing flood damages and helping impacted residents rebuild.



County and municipal staff listen to an overview of the process for flood damage estimates.

Upcoming Events

DuPage Environmental Summit 2023

Thursday, January 18, 2024, 8:30 A.M. - 12:00 P.M.

The virtual DuPage Environmental Summit is back on Thursday, January 18th on Zoom! The topic this year is "Agroecology & Community Centered Agriculture," but regardless of whether you live or work in DuPage County, you're sure to be energized by the wealth of information shared on how residents and communities can increase their climate impact by growing and sourcing healthy food locally and equitably, guided by and in tune with our local ecology. The Summit is free and open to everyone. Find the agenda and registration info at the link below.

[More Info](#)

KDSWCD Soil Erosion and Sediment Control Workshop

Wednesday, January 31, 2024, 8:00 A.M. - 12:00 P.M.

Kane-DuPage Soil & Water Conservation District is hosting their annual workshop on soil erosion and sediment control at Elgin Community College. A full schedule of expert speakers will cover engaging topics in the soil and water space. Tickets are \$35, breakfast included. PDHs offered! Find the agenda and registration info at the link below.

[More Info](#)

Stormwater Management Planning Committee

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

David Brummel | Dawn DeSart | Lucy Chang Evans

Grant Eckhoff | Paula Deacon Garcia

Paul Hinterlong | Steve Nero | Chester Pojack

Nunzio Pulice | Sam Tornatore | Asif Yusuf



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

Powered by



[Privacy Policy](#) | [Cookie Statement](#) | [Help](#)



Staff Report

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

File #: 24-0543

Agenda Date: 2/6/2024

Agenda #: 7.D



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services



STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

FROM: Christopher Vonnahme, Deputy Director

SUBJECT: Temporary License Agreement with the Village of Carol Stream

DATE: January 30, 2024

The Village of Carol Stream has requested the use of the County's Armstrong Park Flood Control Facility to bypass Klein Creek flows in order to construct streambank stabilization improvements along the stream between Mitchell Lakes and Illini Drive. The Armstrong Park Reservoir project was identified in our Klein Creek Watershed Plan and constructed within the Village in 2013. The facility consists of a two-reservoir system that operates when Klein Creek experiences flood stages. The lower reservoir takes in flood water directly from Klein Creek, and once it reaches a certain elevation, the flood water is pumped into an upper reservoir. The upper reservoir is a much larger storage basin located directly to the west of the lower basin. Once Klein Creek recedes, the flood waters are released through a siphon and storm sewer system that bypasses the Armstrong Park neighborhood and outlets back to the stream in the vicinity of Kuhn Road and North Avenue.

The Village has designed, permitted, and awarded a streambank stabilization project along Klein Creek, part of which runs adjacent to the Armstrong Park Flood Control Facility. The project is partially funded by Stormwater Management's Municipal ARPA grant program and the Village is planning to break ground in the upcoming weeks. The project includes a bypass pumping plan to be implemented by their contractor. This will allow the Village's stabilization work to be completed under dry conditions, which is a requirement of the regulatory permits obtained for the project. Part of this bypass plan includes pumping Klein Creek water directly into the upper reservoir which is owned and maintained by Stormwater Management. Staff has been working with the Village on terms of a Temporary License Agreement that would allow the bypass pumping to take place. Under no circumstances will the bypass pumping impact the operations or the integrity of the Armstrong Park Flood Control Facility. Stormwater Management staff will be working with Village staff throughout the duration of the project to ensure timely completion and compliance with the Temporary License Agreement. The Village's project is expected to be complete by the end of May 2024.



Staff Report

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

File #: 24-0551

Agenda Date: 2/6/2024

Agenda #: 7.E



DUPAGE COUNTY

Stormwater Management 2023 Annual Report



DUPAGE COUNTY
STORMWATER MANAGEMENT
PLANNING COMMITTEE

Deborah A. Conroy, *County Board Chair*

Jim Zay, *Committee Chair*

County Board Members:

Dawn DeSart

Grant Eckhoff

Paula Deacon Garcia

Lucy Chang Evans

Sam Tornatore

Municipal Members:

Paul Hinterlong

David Brummel

Steve Nero

Chester Pojack

Nunzio Pulice

Asif Yusuf

The DuPage County Stormwater Management Department focused its efforts in 2023 on continuing to efficiently use ARPA funds for stormwater infrastructure.

Last year, we had entered into agreements with the Municipalities and Townships to achieve the common goal of utilizing ARPA funds to make the County more resilient and offset the impacts of flooding.

I am pleased to report that the Department as well as the Municipalities and Townships have shown great success in partnering to achieve these goals.

In 2023, the County’s in-house program reduced flooding for 23 homes by expanding flood storage capacity and installing nearly 10,000 ft of new or upsized storm sewers. Additionally, through our local partnerships, the ARPA funds allocated to Stormwater Management ensured the successful installation of over 23,000 ft of storm sewers and stabilized an estimated 3600 ft of streambanks to prevent erosion and improve water quality.

Approximately 50% of the Department’s total allocation of \$22 million was spent in 2023. This investment has included the creation of 6 million gallons of new flood storage, reduced flooding impacts on 225 households, and will drastically improve our localized stream water quality.

I look forward to another robust year working hand in hand with our agency partners to duplicate these benefits as the remaining Stormwater ARPA funds are invested in valuable infrastructure projects.

Sincerely,

Jim Zay, Chairman
Stormwater Management Planning Committee

DuPage County Stormwater Management (SWM) plans, designs and constructs regional flood control, wetland restoration and water quality projects countywide.



SWM received a grant from the Department of Commerce and Economic Development for the **Winfield Creek Stream Stabilization Project** to restore a portion of the creek to a natural state. Another section of Winfield Creek will be restored using a Section 319 grant from the Illinois Environmental Protection Agency, with construction expected to begin in 2024.

SWM used a portion of the \$22 million allotted from the American Rescue Plan Act in 2023 to complete major projects in unincorporated areas like the **Smith & Cambridge Drainage Improvement Project** in unincorporated West Chicago.

SWM completed the **Danada Wetland Mitigation Project**, which both restored and created a total of 21 acres of wetlands and 23 acres of prairie. The project was turned over to the Forest Preserve District for continuous management.

IN-HOUSE PROJECTS

In 2023, SWM's in-house maintenance crew completed construction of two drainage improvement projects: including **Beechwood Road/Ahlstrand Road** in unincorporated Glen Ellyn, and a storm sewer restoration in unincorporated Wheaton. These projects were possible with collaboration from the Milton Township Highway Dept. and DuDOT, respectively.

SWM’s Shared Services Division assists municipalities and townships in meeting water quality and stormwater management initiatives through the shared use of equipment and personnel.

Using SWM’s ARPA funds, the SWM Planning Committee implemented a Township ARPA grant, awarding funds to seven projects from all five townships that applied for the grant. Five of these projects were completed in 2023, totaling \$750,000. Additionally, 16 of the 26 municipal ARPA projects have been completed to date, and the rest will begin in 2024.



Lufkin Pond Drainage Project in Villa Park mid-progress, funded entirely through ARPA.

COMMUNITY ASSISTANCE



SWM’s crew responded to 107 service calls for drainage issues, as well as provided staff and equipment to assist three local agencies.



SWM responded to 39 reports of spills into waterways across the County, an 8% increase from 2022.



SWM teamed up with the Village of Westmont to take on routine maintenance of stormwater infrastructure at the Liberty Park subdivision.

To identify countywide projects, SWM works with local agencies to develop watershed plans with both flood mitigation and water quality recommendations, as well as map floodplains.

FLOODPLAIN MAPPING & GIS

- Currently updating floodplain maps for the **Klein Creek , West Branch Tributary No. 1, Kress Creek** and **Ferry Creek** watersheds, as well as updating hydraulic models for the **Spring Brook** and **Spring Brook No. 1** watersheds.
- Working with the U.S. Geological Survey (USGS) to automate the hydrologic procedures involved in the development of the County's historical time series of storm events, which will create a more efficient process that will allow for more frequent updates.

FLOOD CONTROL PLANNING

- Progress continues on the **Lacey Creek Watershed Plan** to address flooding concerns, with stakeholder meetings coming up in early 2024.
- Unincorporated DuPage County improved its rating under FEMA's Community Rating System (CRS) from a Class 6 to a Class 5.

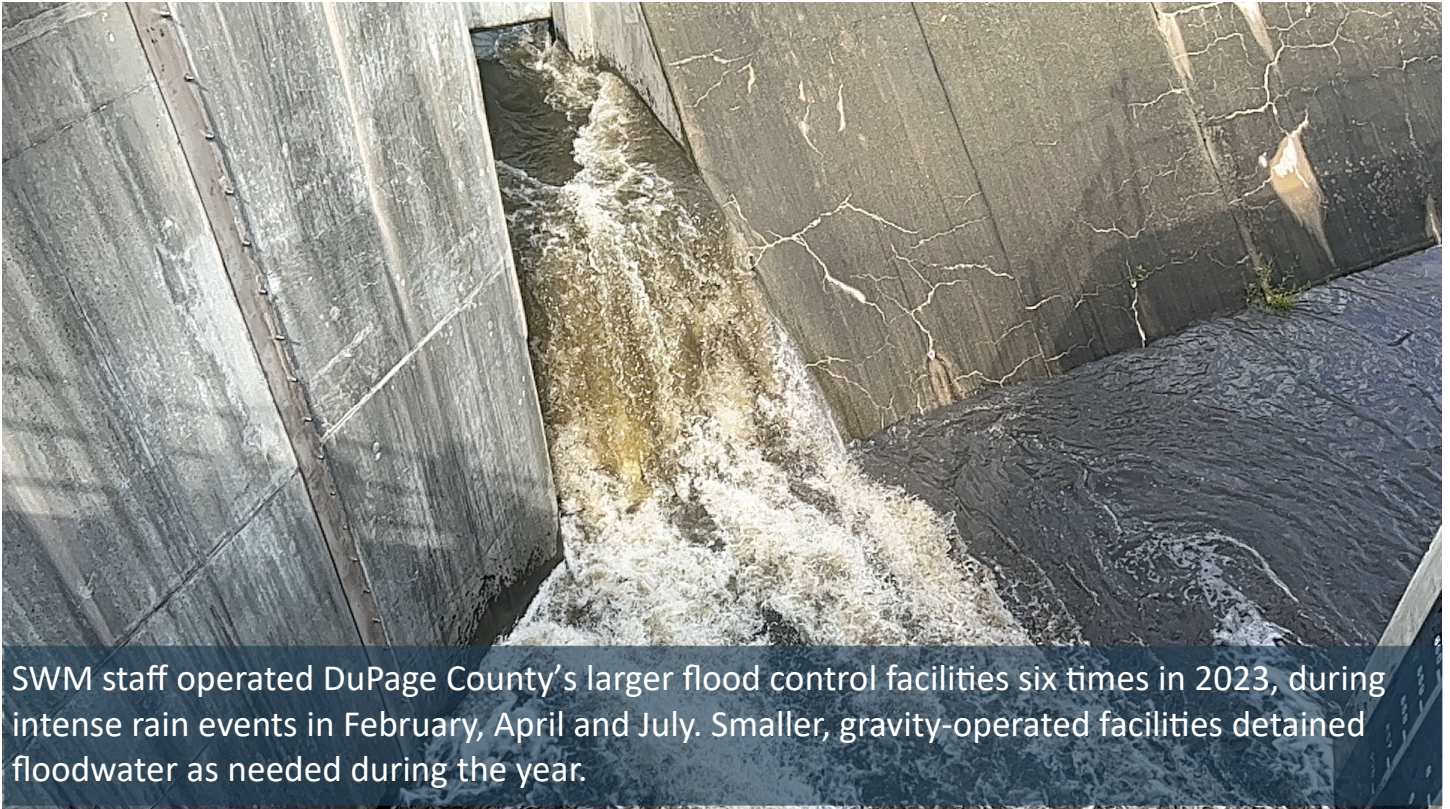
WATER QUALITY PLANNING

- Participating in the development of the **Indian Creek Watershed Water Quality-Based Plan** lead by the Chicago Metropolitan Agency for Planning (CMAP).

Pictured Here: The Danada Wetland Mitigation Project (pg. 2) restored over 21 acres of critical wetland and prairie habitat.



SWM maintains and operates 17 flood control facilities countywide. In total, these facilities have the capacity to divert nearly six billion gallons of floodwater.



SWM staff operated DuPage County's larger flood control facilities six times in 2023, during intense rain events in February, April and July. Smaller, gravity-operated facilities detained floodwater as needed during the year.



New cameras were mounted at nearly all major flood facilities, to replace dysfunctional or outdated cameras. High-Res output allows SWM to monitor conditions closely, and images are shared to the Real Time Conditions page on our website.

Three large stormwater pumps were purchased and imported from Sweden to replace existing pumps in the West Lobe of the Elmhurst Quarry. They will be installed during a larger rehab project on the West Lobe scheduled for 2024.

SWM fosters partnerships between local agencies, organizations and residents to help advance stormwater goals throughout the region.



In partnership with SCARCE, SWM awarded Water Quality Flags to two local organizations, including the students and faculty at Walker Elementary School in Clarendon Hills. Pictured are all the members of the school's Eco Club.



SWM brought back in-person staff trainings for all MS4 agencies in 2023, hosting two professional seminars and an FEQ class.



In 2023, SWM participated in several community events, including the Wood Dale Public Works Open House.



GIS Analyst Laura Sheetz (middle) painted a special rain barrel for this year's raffle at STEM-a-Palooza. The winner (left) was overjoyed!

COMMUNITY ENGAGEMENT

- Over 15,000 E-Newsletter Subscribers
- Partnered with SCARCE and The Conservation Foundation to Engage Community
- Nearly 2,000 Social Media Followers
- New Nextdoor Account Allows SWM to Connect with Over 250,000 Neighbors!

Staff in all SWM's divisions accomplished a significant amount in 2023.

Regulatory

- Performed 285 stormwater management permit reviews for development in the County, resulting in a 25% increase in permitting revenue from 2019.
- Issued 112 stormwater authorizations and certifications.
- Conducted 189 stormwater pre-application meetings, which is a 10% increase from 2022.
- Monitored more than 350 wetland mitigation and enhancement projects.
- Granted regulatory sign-off on 31 wetland mitigation, enhancement and BMP sites.
- Performed vegetation monitoring on more than 60 County-owned sites and 2 wetland banks.
- Completed 112 wetland boundary verifications and 6 wetland determinations.

Flood Mitigation

- Field crew managed nearly 180 County-owned properties, spanning more than 750 acres of land countywide.
- Removed 28 major stream blockages to alleviate flooding.

Water Quality

- Awarded \$364,558 in funding under the Water Quality Improvement Program Grant to:
 - ◇ Glen Ellyn Park District
 - ◇ Village of Downers Grove
 - ◇ Village of Willowbrook
 - ◇ Village of Westmont
 - ◇ Williamsport Condo Assn.
 - ◇ Bloomingdale Church
 - ◇ Glendale Heights
 - ◇ Lake Hinsdale Village
 - ◇ Fairfield IV Community
- Responded to 39 reports of spills occurring in or near waterways and storm sewers.

- With the help of summer interns, inventoried and monitored 970 storm sewer outfalls for the Illicit Discharge Detection and Elimination (IDDE) program. Of these, 75 were monitored via kayak along nearly 16 miles of stream.





Stormwater Requisition under \$30,000

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

File #: 24-0484

Agenda Date: 2/6/2024

Agenda #: 8.A



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: 22-032-FM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$11,115.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 02/06/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$48,720.75
	CURRENT TERM TOTAL COST: \$12,967.50	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Blueline Security Group, Inc.	VENDOR #: 28531	DEPT: Stormwater	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Joshua Mailey	VENDOR CONTACT PHONE: 815-261-0110	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: jmailey@signal88.com	VENDOR WEBSITE: signal88.com	DEPT REQ #: 1600-2403	
<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.). Security Services at the Elmhurst Quarry			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Security services are required to patrol the County owned flood control facility on a daily basis.			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
RENEWAL	
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: BlueLine Security Group, Inc - Signal 88	Vendor#: 28531	Dept: Stormwater Management	Division:
Attn: Joshua Mailey	Email: jmailey@signal88.com	Attn: Jamie Lock	Email: jamie.lock@dupagecounty.gov
Address: 440 Airport Drive, Suite G	City: Elgin	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60123	State: IL	Zip: 60187
Phone: 815-261-0110	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): Apr 1, 2024	Contract End Date (PO25): Mar 31, 2025
Contract Administrator (PO25): Alicia Favela Perez			

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		Security Services at Elmhurst Quarry Flood Control Facility	FY24	1600	3000	53090		7,560.00	7,560.00
2	1	EA		Security Services at Elmhurst Quarry Flood Control Facility	FY25	1600	3000	53090		5,407.50	5,407.50
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 12,967.50

<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.

The following documents have been attached: W-9 Vendor Ethics Disclosure Statement



AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Blueline Security Group, Inc. dba Signal 88, located at 440 Airport Rd, STE G, Elgin, IL 60123, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-032-FM which became effective on 04/01/2022 and which will expire 03/31/2024. The contract is subject to a second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 03/31/2025.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract including a one-time price adjustment effective 04/01/2024, as per the attached price quote.

CONTRACTOR

THE COUNTY OF DUPAGE

[Redacted Signature]

SIGNATURE

SIGNATURE

Mailey Joshua A.

PRINTED NAME

Brian Rovik

PRINTED NAME

President

PRINTED TITLE

Buyer I

PRINTED TITLE

1/23/24

DATE

DATE



Tuesday, January 23, 2024

Dupage County
Elmhurst Quarry Flood Control
421 N. County Farm Road
Wheaton, IL 60187

RE: 2024 Security Patrol Rates

To whom it may concern,

Our 2024 security extension rates for the Flood Control facility will be as follows:

Daily Rate: (357) @ \$35 per patrol check
Holiday Rate: (9) @ \$52.50 per patrol check



Joshua Mailey
President


PRICE

Any quantities shown are estimated only and are provided for bid canvassing purposes.

NO	ITEM	UOM	NO OF DAYS	PRICE	EXTENDED PRICE
YEAR 1					
1	Daily Security Services Sunday - Saturday (Excluding Holidays)	DAYS	357	\$ 30. ⁰⁰	\$ 10,710. ⁰⁰
2	Daily Security Services Holidays	DAYS	9	\$ 45. ⁰⁰	\$ 405. ⁰⁰
YEAR 1 TOTAL					\$ 11,115. ⁰⁰
YEAR 2					
3	Daily Security Services Sunday - Saturday (Excluding Holidays)	DAYS	357	\$ 31.50	\$ 11,245. ⁵⁰
4	Daily Security Services Holidays	DAYS	9	\$ 47.25	\$ 425. ²⁵
YEAR 2 TOTAL					\$ 11,670. ⁷⁵
GRAND TOTAL					\$ 22,785. ⁷⁵
GRAND TOTAL (In words) <i>Twenty two Thousand Seven Hundred Eighty five and Seventy five cents</i>					

QUOTE SIGNATURE PAGE

SECURITY SERVICES AT THE ELMHURST QUARRY FLOOD CONTROL FACILITY 22-032-FM

X  _____
(Signature and Title)

2/25/2022
(Date)

QUOTATION MUST BE SIGNED FOR CONSIDERATION

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Business Name of Bidder	BlueLine Security Group, Inc.
Main Business Address	440 Airport Rd, Ste G
City, State, Zip Code	Elgin, IL 60123
Telephone Number	(815) 261-0110
Email Address	jmailey@Signal33.com
Bid Contact Person	Joshua Mailey



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 SECURITY SERVICES AT ELMHURST QUARRY FLOOD CONTROL FACILITY 22-032-FM
 QUOTE TABULATION

✓

NO.	ITEM	UOM	NO. OF DAYS	BlueLine Security Group, Inc.		Allied Universal Security Services		Securatex		Morrison Security		Ultimate Security and Investigations of America Corp.	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
YEAR 1													
1	Daily Security Services Sunday - Saturday	DAYS	357	\$ 30.00	\$ 10,710.00	\$ 40.00	\$ 14,280.00	\$ 75.00	\$ 26,775.00	\$ 100.00	\$ 35,700.00	\$ 748.08	\$ 267,064.56
2	Daily Security Services Holidays	DAYS	9	\$ 45.00	\$ 405.00	\$ 55.00	\$ 495.00	\$ 125.00	\$ 1,125.00	\$ 150.00	\$ 1,350.00	\$ 1,123.56	\$ 10,112.04
YEAR 2													
3	Daily Security Services Sunday - Saturday	DAYS	357	\$ 31.50	\$ 11,245.50	\$ 41.20	\$ 14,708.40	\$ 75.00	\$ 26,775.00	\$ 100.00	\$ 35,700.00	\$ 748.08	\$ 267,064.56
4	Daily Security Services Holidays	DAYS	9	\$ 47.25	\$ 425.25	\$ 56.65	\$ 509.85	\$ 125.00	\$ 1,125.00	\$ 150.00	\$ 1,350.00	\$ 1,123.56	\$ 10,112.04
				GRAND TOTAL	\$ 22,785.75		\$ 29,993.25		\$ 55,800.00		\$ 74,100.00		\$ 554,353.20

NOTES

Invitations Sent	12
Total Vendors Requesting Documents	0
Total Bid Responses	5



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: _____

Bid/Contract/PO #: _____

Company Name: <u>Bluewin Security Group Inc</u>	Company Contact: <u>Joshua Mailey</u>
Contact Phone: <u>815-261-0110</u>	Contact Email: <u>jmailey@teamsignal.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature: _____

Printed Name: Mailey, Joshua A.

Title: President

Date: 1/23/24

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



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0004-24

Agenda Date: 2/6/2024

Agenda #: 8.B

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND ATLAS ENGINEERING GROUP, LTD.
FOR ON CALL LAND SURVEYING SERVICES

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 (surveying, wetland analysis, flood plain modeling, etc.), on an on-call basis, as necessary for its facilities, small-scale stormwater management and drainage investigations (hereinafter referred to as “PROJECT” or “Work Orders”), 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 fifty thousand dollars and no cents (\$50,000.00).

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Atlas Engineering Group, LTD., is hereby accepted and approved in an amount not to exceed fifty thousand dollars and zero cents (\$50,000.00) and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Atlas Engineering Group, LTD., Attn: Natalia Homedi, 710 Estate Drive, Deerfield, IL 60015; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 13th day of February, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$50,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 02/06/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$100,000.00
	CURRENT TERM TOTAL COST: \$50,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Atlas Engineering Group, Ltd.	VENDOR #: 32246	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Natalia Homedi	VENDOR CONTACT PHONE: 847-753-8020	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: nhomedi@aegroupltd.com	VENDOR WEBSITE: http://aegroupltd.com	DEPT REQ #: 1600-2401	
<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.). \$50,000 - On-call Professional Land Surveying Services to support the Stormwater Management Department's watershed planning, project design, land acquisition, drainage and in-house design activities.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Stormwater staff does not include professional land surveyors necessary for performing the scope of work defined in the tasks noted previously. Professional Land Surveying services are vital for completion of both current and future stormwater projects, in addition to assisting with routine elevation checks of our stormwater facilities.			

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

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Stormwater Management only selects Professional Land Surveying firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Qualifications were sent to firms throughout the industry. Statements of Interest were received from 11 firms. Stormwater staff utilized an evaluation team to review and rank firms, taking into consideration the qualifications of the firm, experience of key personnel, and understanding of unique stormwater scope of services.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). Staff recommendation is to award a contract to Atlas Engineering Group, Ltd.. Other options would be to utilize in-house staff to collect data or not collect the data at all. These other options are not recommended by Stormwater staff as we do not have the in-house capability to collect high accuracy data and we have a responsibility to ensure our facilities are operational and stable and projects can be completed in a timely manner.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Atlas Engineering Group, Ltd.	Vendor#: 32246	Dept: Stormwater Management	Division:
Attn: Natalia Homedi	Email: nhomedi@aegroupltd.com	Attn: Jamie Lock	Email: jamie.lock@dupagecounty.gov
Address: 710 Estate Drive	City: Deerfield	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60015	State: IL	Zip: 60187
Phone: 847-753-8020	Fax:	Phone: 630-407-6705	Fax: 630-407-6701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State: PA	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Feb 13, 2024	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Alicia Favela Perez			

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 surveying services for the stormwater management department, countywide	FY24	1600	3000	53010		50,000.00	50,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 50,000.00

<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.

The following documents have been attached: W-9 Vendor Ethics Disclosure Statement

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND ATLAS ENGINEERING GROUP, LTD.
FOR ON CALL LAND SURVEYING SERVICES

This Professional Service Agreement (“AGREEMENT”), is made this 13th day of February, 2024 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 Atlas Engineering Group, Ltd., an Illinois corporation licensed to do business in the State of Illinois, with offices at 710 Estate Drive, Deerfield, IL 60015; 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 (surveying, wetland analysis, flood plain modeling, etc.), on an on-call basis, as necessary for its facilities, small-scale stormwater management and drainage investigations (hereinafter referred to as “PROJECT” or “Work Orders”), 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 fifty thousand dollars and no cents (\$50,000.00).

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

WHEREAS, the COUNTY has adopted a Stormwater Ordinance. The CONSULTANT acknowledges the necessary oversight to ensure compliance with the Stormwater Ordinance in the event 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 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, 2024 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 fifty thousand dollars and no cents (\$50,000.00). 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, 2024, 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, 2024.

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:

Atlas Engineering Group, Ltd.
710 Estate Drive
Deerfield, IL 60015
ATTN: Natalia Homedi
Phone: 847-753-8020

Email: nhomedi@aegroupltd.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

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

ATLAS ENGINEERING GROUP, LTD.

BY: _____
DEBORAH A. CONROY
CHAIR DUPAGE COUNTY BOARD

BY: *Natalia Homedi*

NATALIA HOMEDI
PRESIDENT & CEO

ATTEST:

ATTEST:

BY: _____
JEAN KACZMAREK, County Clerk

BY: _____
Zia Khaliq, Vice President

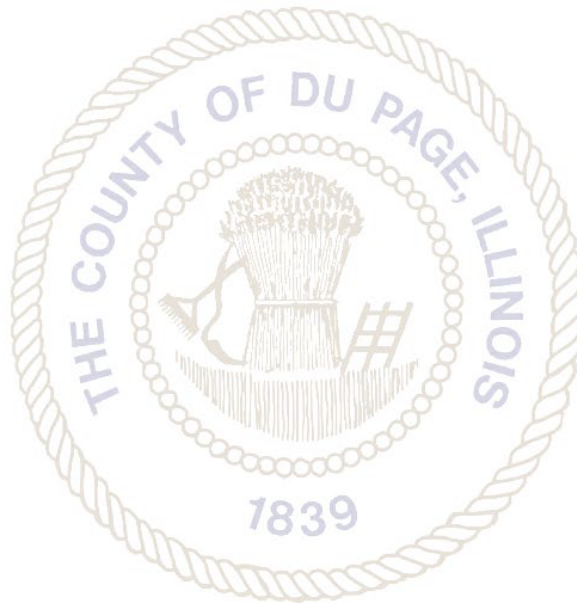


EXHIBIT A

SCOPE OF WORK

This Exhibit includes the scope of work for providing on-call surveying services as needed in support of the DuPage County Stormwater Management Department's activities in watershed planning, floodplain mapping, project design, land acquisition, and operation and maintenance activities. Services may include the following:

- Preparation of project specific proposals with a relatively quick turnaround time
- Hydraulic structure surveys
- Topographic surveys
- Boundary surveys
- Settlement surveys
- Stream cross section surveys and Manning roughness calculations
- Resolution of discrepancies in monumentation
- Field survey data reduction
- Surveying of high water location/elevation following significant storm events
- Surveying of low-water entry elevations for houses
- Preparation of legal descriptions
- Preparation of exhibits specific to information obtained in the field
- Submit signed and sealed plats of survey, consistent with the requirements of DuPage County and/or Municipalities in which work is performed
- Other services as needed

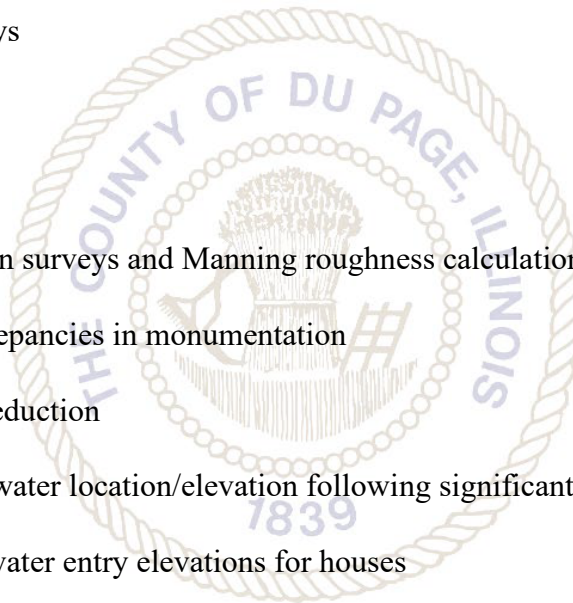


EXHIBIT B

DELIVERABLES

The following deliverables will be submitted to the COUNTY before completion of the contract if applicable:

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

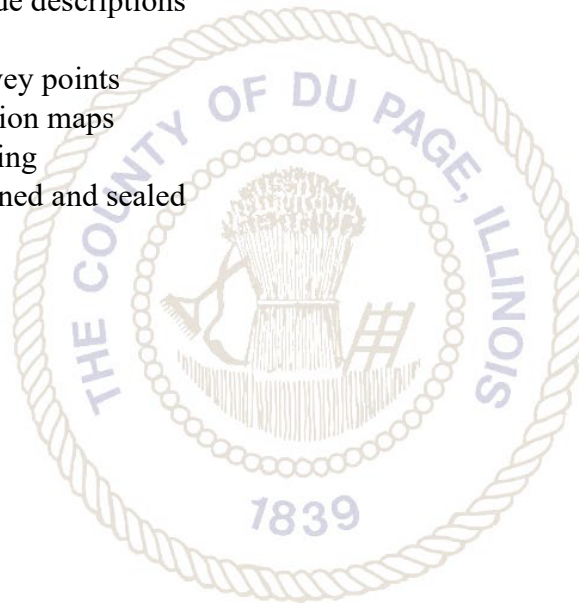


Exhibit C
DUPAGE COUNTY STORMWATER MANAGEMENT
Consultant Employee Rate Listing

CONSULTANT: Atlas Engineering Group, Ltd.

PROJECT: On Call Survey Services - 2024

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	\$86.00	\$86.00	
Structural Director	\$86.00	\$86.00	
Survey Director	\$69.00	\$72.45	
Transportation Director	\$86.00	\$86.00	
Construction Management Director	\$86.00	\$86.00	
Senior Project Manager	\$78.63	\$82.56	
Project Manager	\$76.67	\$80.50	
Project Engineer III	\$59.00	\$65.63	
Project Engineer II	\$53.00	\$55.65	
Project Engineer I	\$46.50	\$48.83	
Staff Engineer	\$36.93	\$38.78	
Engineer Technician III	\$57.50	\$60.38	
Engineer Technician II	\$41.00	\$43.05	
Engineer Technician I	\$27.00	\$28.35	
Field Technician III	\$45.50	\$47.78	
Field Technician II	\$41.00	\$43.05	
Field Technician I	\$33.00	\$34.65	
Survey Chief	\$56.00	\$58.80	
Surveyor	\$29.00	\$42.00	
Senior CADD Technician	\$38.00	\$45.00	
CADD Technician	\$31.00	\$36.50	
Administrator	\$72.00	\$75.60	
Administrative Assistant	\$33.17	\$34.83	
Intern	\$22.00	\$23.10	

Note: Maximum rate shall not exceed \$86.00 per 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: Jan 11, 2024

Bid/Contract/PO #: On-Call Survey

Company Name: Atlas Engineering Group, Ltd.	Company Contact: Natalia Homedi, PE
Contact Phone: 847-753-8020	Contact Email: nhomedi@aegroupltd.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 received, have read, and understand these requirements.

Authorized Signature 

Printed Name Natalia Homedi, PE

Title President & CEO

Date Jan 12, 2024

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



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0005-24

Agenda Date: 2/6/2024

Agenda #: 8.C

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND FEHR GRAHAM FOR PROFESSIONAL ENGINEERING SERVICES FOR A CAPITAL ASSESSMENT OF STORMWATER FACILITIES

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, pursuant to said authority, the COUNTY owns and is responsible for operation and maintenance of multiple flood control facilities countywide; and

WHEREAS, the COUNTY’S flood control facilities require inspection, maintenance, and long-term planning to ensure they are operating and functioning as intended; and

WHEREAS, the COUNTY requires professional services to assess the COUNTY’S current funding and maintenance projections and prepare a long-term maintenance plan that ensures the COUNTY continues to meet its obligations associated with these facilities; 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 for an amount not to exceed one hundred sixty-five thousand dollars and no cents (\$165,000.00).

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Fehr Graham, is hereby accepted and approved in an amount not to exceed one hundred sixty five thousand dollars and zero cents (\$165,000.00) and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Fehr Graham, Attn: Mark Halm, PE, BCEE, 230 Woodlawn Avenue, Aurora, IL 60506; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 13th day of February, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$165,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 02/13/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$165,000.00
	CURRENT TERM TOTAL COST: \$165,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Fehr Graham	VENDOR #: 38645	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Mark Halm	VENDOR CONTACT PHONE: 630-897-4651	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: mhalm@fehrgraham.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2402	
<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.). \$165,000 - contract for professional engineering services to assist in development of a capital assessment report and reserve study for the department's flood control facilities.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Under the Stormwater Management Department, DuPage County is responsible for operation and maintenance of flood control facilities county wide. Assistance is needed to help staff assess the department's current funding and maintenance projections to ensure the department is prepared for maintenance costs and projects for the next 20 years. This contract will include revision of the current capital plan and necessary updates due to the amount of time that has passes since the original plan was created.			

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

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. This contract was vetted based on the County's Qualified Based Selection (QBS) process, which allows for Professional Services to be vetted through an open and transparent process. Requests for Statements of Qualifications were sent to firms throughout the industry. Stormwater staff utilized an evaluation team to review and rank firms, taking into consideration the qualifications of the firm, experience of key personnel, and understanding of the County's stormwater facilities. Stormwater has determined that Fehr Graham is capable of performing the necessary services for the Department.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Award a contract to Fehr Graham to assist with the needs of the department. 2) Hire in-house Structural, Geotechnical, Electrical and Mechanical Engineers to assist current staff with the obligations identified under this contract.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Fehr Graham	Vendor#: 38645	Dept: Stormwater Management	Division:
Attn: Mark Halm	Email: mhalm@fehrgraham.com	Attn: Jamie Lock	Email: jamie.lock@dupagecounty.gov
Address: 230 Woodlawn Avenue	City: Aurora	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60506	State: IL	Zip: 60187
Phone: 630-897-4651	Fax:	Phone: 630-407-6705	Fax: 630-407-6701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Feb 13, 2024	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Alicia Favela-Perez			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Professional Engineering Services for a Capital Assessment of Stormwater Facilities	FY24	1600	3000	53010		165,000.00	165,000.00
										Requisition Total	\$ 165,000.00

FY is required, assure the correct FY is selected.

<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.

The following documents have been attached: W-9 Vendor Ethics Disclosure Statement

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND FEHR GRAHAM FOR PROFESSIONAL ENGINEERING SERVICES
FOR A CAPITAL ASSESSMENT OF STORMWATER FACILITIES

This Professional Service Agreement (“AGREEMENT”), is made this 13th day of February, 2024 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 Fehr Graham, an Illinois corporation licensed to do business in the State of Illinois, with offices at 230 Woodlawn Avenue, Aurora, Illinois 60506; (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, pursuant to said authority, the COUNTY owns and is responsible for operation and maintenance of multiple flood control facilities countywide; and

WHEREAS, the COUNTY’S flood control facilities require inspection, maintenance, and long-term planning to ensure they are operating and functioning as intended; and

WHEREAS, the COUNTY requires professional services to assess the COUNTY’S current funding and maintenance projections and prepare a long-term maintenance plan that ensures the COUNTY continues to meet its obligations associated with these facilities; 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 for an amount not to exceed one hundred sixty five thousand dollars and no cents (\$165,000.00).

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

WHEREAS, the COUNTY has adopted a Stormwater Ordinance. The CONSULTANT acknowledges the necessary oversight to ensure compliance with the Stormwater Ordinance in the event 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 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, 2024 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 one hundred sixty-five thousand dollars and no cents (\$165,000.00). 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 For each time category shall holiday (o/w/h) rates are not exceed fifty percent (50%) 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, 2024, 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, 2024.

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:

Fehr Graham
230 Woodlawn Avenue
Aurora, Illinois 60506
ATTN: Mark Halm, PE, BCEE
Phone: 630.897.4651

Email: mthalm@fehrgraham.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

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

BY: _____
DEBORAH A. CONROY
CHAIR DUPAGE COUNTY BOARD

ATTEST:

BY: _____
JEAN KACZMAREK, County Clerk

FEHR GRAHAM

BY: _____
SETH GRONEWOLD

ATTEST:

BY: _____
KATHY KUMMER, Project Assistant

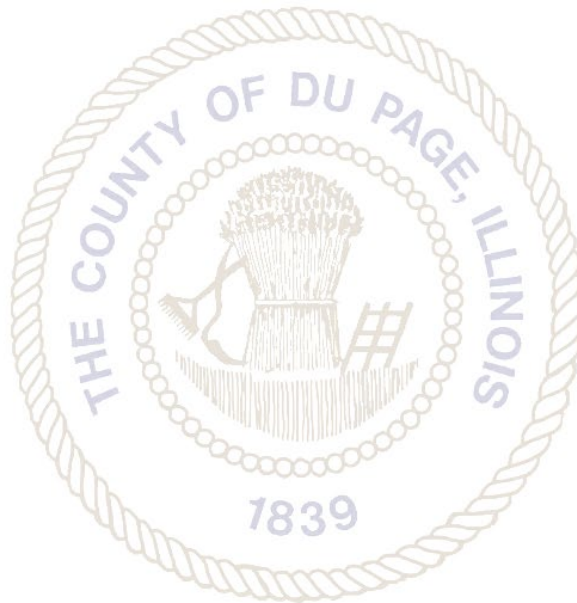


EXHIBIT A

Exhibit A

Scope of Services

Project Overview:

The DuPage County Stormwater Management Department is in need of professional engineering services to assist in updating a capital assessment report/reserve study for the department's flood control facilities. The initial report was completed in 2019. The department operates 17 facilities countywide with 8 of those facilities having significant mechanical and structural components. The major facilities that need to be evaluated are the Elmhurst Quarry, Fawell Dam, Wood Dale-Itasca Reservoir, River-Dumoulin Pump Station, Weeks Park Reservoir and Pump Station, Armstrong Park Reservoir, Spring Creek Reservoir and the Liberty Park Reservoir.

The total list of facilities to be included in this 5 and 20-year assessment include:

1. Brewster Creek Basin
2. Pleasantdale Reservoir
3. River – Dumoulin Pump Station
4. Country Lakes
5. Gary Kehoe Reservoir
6. Armstrong Park Reservoir
7. Weeks Park Drainage Facility
8. Eldridge Park Reservoir
9. Elmhurst Quarry Flood Control Facility
10. Meacham Grove Dam & Reservoir
11. Spring Creek Reservoir
12. Wood Dale Itasca Flood Control Reservoir
13. Crest Road Basin
14. Dale Road Basin
15. Fawell Dam
16. Kress Creek Reservoir
17. Wayne Oaks Dam
18. Liberty Park Reservoir

Scope of Services:

The intent of the revised capital assessment report is to assess the department's funding and maintenance projections and evaluate options to ensure the department is prepared for maintenance costs and projects for the next 20 years.

The Consultant shall:

- Review the Department's initial 2019 Capital Assessment Report and reserve study for the
- department's assets.
- Provide a revised capital assessment report and reserve study for the department's assets.

- Provide a prioritized short-term and long-term facility capital improvement plan with 5, 10, and 20 year projections.
- Understanding of current and potential future needs of the facilities.
- Provide detailed cost estimates and schedules of improvements or rehabilitation.
- Identify, analyze and recommend alternatives for future facility upgrades.

Onsite Assessment of the Facilities:

- The team will survey each site, requesting to be accompanied by an operations staff member with familiarity of the facility.
- Revise the asset condition rating to help prioritize projects.
- Condition assessment observations will be made with the naked eye and cameras as necessary. No inspection openings or other destructive investigation techniques will be employed during this phase of observations. The assessment will determine if additional inspection is needed and the design team shall determine associated costs for detailed inspections.
- To access the condition of mechanical and electrical equipment the team shall perform visual inspection, obtain information indirectly (by interview – anecdotally or data review) and analysis of available operations and maintenance data.
- For areas not accessible and require confined space entry, the design team will review the existing drawings and any existing reports that were done in relation to those areas. Based on the data found in the existing reports, the design team will outline the next steps DuPage should take to further evaluate these structures
- The team will make general Life-Safety observations but will not conduct an in-depth Life-Safety review as part of the project. Any Life-Safety issues identified will be shared with the client for further investigation and suitable resolution.

Prioritization:

- The team will prioritize needed improvements for both short and long-term projects.
- The team will provide these lists to DuPage for discussion and determine if there are any missing improvement or if projects should be grouped or done chronologically based on operational needs or planned projects.

Capital Assessment Report:

- The revised report will contain a 5-year, 10-year, and 20-year plan of the proposed improvements with associated costs and schedules.
- A revised high-level description will be provided for each needed improvement.
- New maps and pictures will be included to provide additional detail.
- Revised Engineer's estimate of cost shall be developed using excel.
- The revised high-level schedule for each project will reflect engineer estimated design and construction time in days.

Meetings:

Kick-off Meeting

- Introductions to contacts and resources on Consultant and client side.

- Determine protocol for visiting project sites.
- Preferences for revised report format.

Review and Status Meetings (2)

- Review and discuss project prioritization or alternative recommendations.
- Review and discuss draft report.

EXHIBIT B

Exhibit B

Anticipated Deliverables

The following deliverables may be requested by the COUNTY under the terms of this contract. These may include:

Communication

The Consultant will:

- Provide DuPage Stormwater Management staff bi-weekly email updates on progress.
- Meeting minutes
- Response letter to formal comments received on the draft report.

Deliverables

The Consultant will provide:

- An updated design memorandum with a list of prioritized short-term and long-term projects and potential alternatives for future upgrades. The memorandum shall be provided in pdf format.
- An updated draft report of the short-term and long-term capital improvement plan including associated cost estimates and schedules. The report shall be provided in pdf format.
- A final report in pdf format, accompanied by cost estimates in excel.
- Data collection files.

Owner Provided Data

The County will provide the following material for use on the project:

- As-built plans
- Studies and inspection results
- List of recent improvements and proposed improvements
- Maintenance history
- Anecdotal information
- Ass listing for each facility from City Works
- O&M Procedures / Manuals and warranty data for equipment recently installed

Schedule

Milestone	Date
Notice to Proceed (NTP)	TBD
Project Kick-off	NTP +10 days
Design Memo with list of prioritized projects	September, 2024
Draft Capital Improvement Report	October, 2024
Final Report	November, 2024

EXHIBIT C

Exhibit C Cost Data and Rates

Department: Stormwater Management

Project: Agreement for on-call, as-needed Professional Engineering Services for process control projects around facilities for various regions around DuPage County.

Function: Professional Engineering Services

Consultant: Fehr Graham

Cost: Not-to-exceed \$165,000. Tasks will be assigned by the County and costs associated with completing the tasks will be agreed to in writing prior to starting work. Fehr Graham staff will be allocated based on the requirements of the work to ensure the highest quality at the lowest fee.

1. Fehr Graham Subconsultant Fees: Any specialty subconsultants fees required to perform the requested tasks will be pre-approved by DuPage County personnel and billed at the actual cost to Fehr Graham without markup.
2. Fehr Graham labor multiplier = 2.80
3. Rate Structure: Per Exhibit C-1. Rates effective through December 31, 2024
4. Direct expenses, such as copies, will be billed at the actual cost to Fehr Graham.

● ● ● ●

2024 DuPage County Personnel Chargeout Rates

Principal	\$185 - 240.80
Senior Project Manager	\$160 - 240.80
Project Manager	\$115 - 240.80

Engineering

Lead Structural Engineer	\$185 - 195
Electrical Engineer	\$180 - 190
Senior Project Engineer	\$115 - 185
Project Engineer	\$105 - 170
CAD Manager	\$125 - 135
Designer	\$90 - 130
Staff Engineer	\$105 - 125
Engineer	\$85 - 115
Senior Structural Engineer	\$160 - 180
Senior Resident Engineer	\$125 - 170
Water/Wastewater Op Specialist	\$125 - 145
Senior Engineering Technician	\$85 - 160
Associate Engineering Technician	\$75 - 115
Engineering Technician	\$55 - 105

Landscape Architect	\$85-105
---------------------	----------

GIS Specialist	\$85 - 95
----------------	-----------

Surveying

Survey Manager	\$180 - 190
Land Surveyor	\$105 - 170
Surveyor	\$85 - 105
Survey Crew Chief	\$95 - 125
Survey Technician	\$65 - 95

Environmental Health and Safety

Senior EHS Scientist	\$110 - 150
EHS Project Scientist	\$105 - 140
EHS Scientist	\$70 - 130
EHS Specialist	\$70 - 110
EHS Technician	\$60 - 110
Project Hydrogeologist	\$95 - 140
Geologist	\$75 - 95
Staff Hydrogeologist	\$85 - 115
Hydrogeologist	\$75 - 105
Biologist	\$85 - 115

I.T. Specialist	\$75 - 170
Grant Writer/Community Development Specialist	\$95 - 115
Project Coordinator	\$179 - 189
Project Administrator	\$75 - 115
Project Assistant	\$75

TSC BILLING CLASSIFICATION		RATES		
BILLING CLASSIFICATION	JOB CLASSIFICATION	WAGE	AVERAGE	
Principal Engineers				
Princ. Engineer 0295	Civil Engineer	70.78		
Princ. Engineer 0854	Civil Engineer	64.91		67.85
Senior Engineers				
Sr Engineer 0578	Civil Engineer	58.46		
Sr Engineer 0771	Civil Engineer	62.02		
Sr Engineer 1527	Civil Engineer	56.89		
Sr Engineer 1492	Civil Engineer	47.25		56.16
Project Engineers				
Proj. Engineer 726	Civil Engineer	60.21		
Proj. Engineer 1141	Civil Engineer	60.94		
Proj. Engineer 1567	Civil Engineer	51.01		57.39
Staff Engineers/Project Manager				
Geologist 0299	Geologist	54.70		
Engineer 1566	Civil Engineer	41.56		
Engineer 1592	Civil Engineer	42.31		
Engineer 1620	Civil Engineer	42.08		45.16
Crew Chief - Staking and Utility Clearance				
Field Chief 0299	Drafting/Surveying	54.70		54.70
Drilling Inspector				
Inspector 0299	Engineering Technician	54.70		
Inspector 0362	Engineering Technician	49.47		52.09
Secretary				
Clerical 0676	Clerical	27.10		
Clerical 1665	Clerical	22.81		24.96
CADD Technician				
CADD Technician 1697	Drafting/Surveying	24.50		24.50
Drilling Crew				
Drillers (Local 150)	Earth Drillers	49.47		
Driller Helpers/Oiler (Local 150)	Helpers (Construction)	43.38		46.43



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: 1/16/24

Bid/Contract/PO #: _____

Company Name: Fehr Graham	Company Contact: Seth Gronewold
Contact Phone: 815.394.4700	Contact Email: sgronewold@fehrgraham.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.

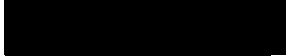
Continuing disclosure is required, and I agree to update this disclosure form as follows:

- 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 received, have read, and understand these requirements.

Authorized Signature 

Printed Name Seth Gronewold

Title Principal

Date January 16, 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: 1/11/24

Bid/Contract/PO #: _____

Company Name: Testing Service Corporation	Company Contact: John Massa
Contact Phone: 630 784-4002	Contact Email: jmassa@tscorp.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 received, have read, and understand these requirements.

Authorized Signature 

Printed Name John Massa

Title President

Date Jan 11, 2024

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