



DU PAGE COUNTY

Stormwater Management Committee

Final Summary

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

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
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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. INFORMATIONAL10.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
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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.



Minutes

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

File #: 24-0010

Agenda Date: 12/5/2023

Agenda #: 5.A



DU PAGE COUNTY

Stormwater Management Committee

Final Summary

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

Tuesday, November 7, 2023

7:30 AM

County Board Room

1. CALL TO ORDER

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

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

2. ROLL CALL

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

3. PUBLIC COMMENT

The following individual offered public comment:

Kay McKeen- SCARCE

4. CHAIRMAN'S REMARKS - CHAIR ZAY

4.A Retirement Recognition for Tomaras Woods

Chairman Zay and Director Hunn each said a few words in recognition of the retirement of Tomaras Woods. They both thanked him and congratulated him on all his years of service to the County.

5. APPROVAL OF MINUTES

5.A 23-3243

Stormwater Management Committee Meeting - Regular Meeting - Tuesday, October 3, 2023

RESULT:	APPROVED
MOVED:	Paula Garcia
SECONDER:	Lucy Evans

6. CONSENT AGENDA

6.A 23-3383

Earthworks Land Improvement and Development Corporation, Inc. 3176-0001 SERV Contract Extension- time only, no change in contract amount. Change Order #4

Director Hunn addressed a question regarding item A from Member DeSart.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Nunzio Pulice

6.B [23-3395](#)

Pizzo & Associates LTD 4880-0001-SERV – Contract Extension, no change in contract amount. Contractor is committed to completing the work in the next growing season at no additional cost to the county. Performance standards were not met at the end of the contract term. A time extension with no increase in funding is requested.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Chester Pojack

6.C [23-3387](#)

Village of Downers Grove 6212-0001 SERV – This purchase order is decreasing in the amount of \$16,687.00 and closing due to the cancellation of the project.

Director Hunn addressed a question about item C from Member Pojack.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Asif Yusuf

6.D [23-3390](#)

Gatwood 5903-0001 SERV – This purchase order is decreasing in the amount of \$14,660.00 and closing due to the purchase order expiring.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

7. CLAIMS REPORTS

7.A [23-3464](#)

Schedule of Claims - October 2023

RESULT:	APPROVED
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MOVER:	Paula Garcia
SECONDER:	Lucy Evans

8. STAFF REPORTS

8.A [23-3405](#)

Decrease and Close contracts under \$10,000.00

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

8.B [23-3498](#)

2023 October Currents E-Newsletter

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Paula Garcia
SECONDER:	David Brummel

8.C [23-3499](#)

2023 November Program and Event Update

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Paula Garcia
SECONDER:	Asif Yusuf

9. ACTION ITEMS

9.A [23-3501](#)

Recommendation for acceptance of this First Amendment and Restatement of the West Lobe Easement between 83 East, LLC and DuPage County Stormwater Management. For parking and vehicular equipment storage along the West Lobe Haul Road adjacent to the Elmhurst Quarry.

RESULT:	APPROVED
MOVER:	Chester Pojack
SECONDER:	Lucy Evans

9.B [23-3503](#)

Recommendation for acceptance of this First Amendment and Restatement of the Parcel A Access Easement Agreement between 83 East, LLC and DuPage County Stormwater Management. For parking and vehicular equipment storage along the adjacent Salt Creek on the West Side of Route 83, which is part of the County Owned Elmhurst Quarry property.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

9.C [23-3643](#)

Recommendation for the approval of a contract purchase order to Gatwood Crane Services, to provide 'on call' crane service as needed to assist with operation and maintenance of flood control facilities, for Stormwater Management, for a contract total not to exceed \$24,508, per lowest responsible Bid #22-069-SWM, first option to renew.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

9.D [SM-R-0075-23](#)

Recommendation for approval of a Memorandum of Understanding between the County of DuPage, the Forest Preserve District of DuPage County and the DuPage River Salt Creek Workgroup for the installation of a fish passage system at the Fawell Dam Flood Control Facility.

Chair Zay and Director Hunn addressed a question on item D from Member Hinterlong.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Paula Garcia
SECONDER:	David Brummel

9.E [SM-R-0076-23](#)

Recommendation for the approval of an Intergovernmental Agreement between the County of DuPage and the Village of Lisle for the Main Street Storage Basin Project. (ARPA ITEM)

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

9.F [**SM-P-0067-23**](#)

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois, and Naperville Township, for the Green Acres drainage project, for an agreement not to exceed \$45,000. (ARPA ITEM)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Chester Pojack
SECONDER:	Paul Hinterlong

9.G [**SM-P-0068-23**](#)

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois, and Naperville Township, for the Aero Estates drainage project, for an agreement not to exceed \$95,000. (ARPA ITEM)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

9.H [**SM-P-0069-23**](#)

Recommendation for the approval of a contract with V3 Construction Group, LTD., for the Main Street Basin Flood Control Project, for Stormwater Management, for a contract total amount not to exceed \$2,199,627.50, per lowest responsible Bid # 23-107-SWM. (PARTIAL ARPA ITEM)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

9.I [**SM-P-0070-23**](#)

Recommendation for the approval of a contract issued to Earthwerks Land Improvement and Development, Inc., for On Call Construction, for Stormwater Management, for a contract total not to exceed \$2,222,744; per lowest responsible Bid #22-102-SWM. Per renewal option under bid award 22-102-SWM, first option to renew. (PARTIAL ARPA ITEM)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

9.J [SM-P-0071-23](#)

Recommendation for the approval of a contract with Water Well Solutions Illinois Division LLC, to furnish all equipment, labor, material, tools and supervision necessary for well cleaning at the Wood Dale - Itasca Flood Control Facility, for Stormwater Management, for a contract total amount not to exceed \$151,190; per lowest responsible Bid #22-110-SWM. Per renewal option under bid award 22-110-SWM, first option to renew.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Nunzio Pulice
SECONDER:	Chester Pojack

9.K [SM-P-0065-23](#)

Recommendation for the approval of a contract issued to School and Community Assistance for Recycling and Composting Education (SCARCE), for Professional Education Services, for Stormwater Management, for the period of December 1, 2023 through November 30, 2024, for a contract total not to exceed \$235,000. (\$85,000 SWM and \$150,000 Environmental) 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.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Nunzio Pulice

9.L [SM-P-0066-23](#)

Recommendation to enter into a Joint Funding Agreement between The County of DuPage, Illinois and the United States Department of the Interior - U.S. Geological Survey (USGS), for Water Resources Investigations, for the period of December 1, 2023 through November 30, 2024, for Stormwater Management, for a contract total amount of \$373,000. USGS shall contribute \$167,600.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

10. DISCUSSION

10.A FY2024 Budget

Director Hunn updated the Committee on the FY2024 budget.

11. INFORMATIONAL

11.A 23-3349

Recommendation for the approval of a contract to HazChem Environmental Corp., to provide hazardous material testing, disposal, and emergency services, as needed for the Division of Transportation (\$20,000) and Stormwater Management (\$9,000), for the period January 1, 2024 through December 31, 2024, for a contract total not to exceed \$29,000; per renewal option under quote award 21-094-DOT, second renewal.

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	David Brummel
SECONDER:	Paula Garcia

11.B 23-3582

Recommendation for the approval of a purchase order to Zips Car Wash, LLC d/b/a Jet Brite Car Wash, to provide unlimited car washes, including undercarriage wash and rust inhibitor, as needed for the DuPage County fleet of vehicles, for the period November 8, 2023 through November 7, 2024, for a contact total not to exceed \$29,900; per low bid #23-117-DOT.

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Chester Pojack
SECONDER:	Paula Garcia

11.C FM-P-0085-23

Recommendation for the approval of a contract to GenServe LLC, for semi-annual inspection, preventative maintenance, and emergency call out service for campus backup emergency generators, for the two-year period of November 1, 2023 through October 31, 2025, for a contract total amount not to exceed \$135,912; per lowest responsible bid #23-099-FM. (\$96,000 for Facilities Management, \$5,000 for Animal Services, \$10,000 for the Division of Transportation, \$9,912 for Stormwater, and \$15,000 for ETSB)

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Paula Garcia
SECONDER:	Paul Hinterlong

12. OLD BUSINESS

Member Evans thanked Tomaras Woods for his years of service to the County.

Chair Zay and Director Hunn informed the Committee that the new pumps were delivered for the Elmhurst Quarry.

13. NEW BUSINESS

Chair Zay and Director Hunn addressed a question from Member DeSart regarding how much is left in the Stormwater ARPA funds.

14. ADJOURNMENT

A motion was made by Member Tornatore and seconded by Member Hinterlong to adjourn at 7:53 AM. Upon a voice vote, the motion passed with all ayes.



Consent Item

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

File #: 24-0013

Agenda Date: 12/5/2023

Agenda #: 6.A

Consent
SWM 12/15
CB 12/12



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Nov 17, 2023

MinuteTraq (IQM2) ID #: 23-3752

Purchase Order #: 1946	Original Purchase Order Date:	Jul 27, 2016	Change Order #: 4	Department: Stormwater Management
Vendor Name: Copenhaver Construction, Inc.		Vendor #: 13083	Dept Contact: Jamie Lock	
Background and/or Reason for Change Order Request:	Time Extension - A time extension is needed to allow additional time for the contractor to meet performance standards for the shrub plantings and vegetation establishment. This requirement must be met prior to completion as a condition of the permits received for the project.			

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE

A	Starting contract value		\$1,425,374.74
B	Net \$ change for previous Change Orders		\$0.00
C	Current contract amount (A + B)		\$1,425,374.74
D	Amount of this Change Order	<input type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$0.00
E	New contract amount (C + D)		\$1,425,374.74
F	Percent of current contract value this Change Order represents (D / C)		0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)		0.00%

DECISION MEMO NOT REQUIRED

- Cancel entire order Close Contract Contract Extension (29 days) Consent Only
- Change budget code from: _____ to: _____
- Increase/Decrease quantity from: _____ to: _____
- Price shows: _____ should be: _____
- Decrease remaining encumbrance and close contract Increase encumbrance and close contract Decrease encumbrance Increase encumbrance

DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: Dec 29, 2023 to: Nov 30, 2025
- Increase ≥ \$2,500.00, or ≥ 10% of current contract amount Funding Source _____
- OTHER - explain below:

JCL Prepared By (Initials)	6705 Phone Ext	Nov 17, 2023 Date	SH Recommended for Approval (Initials)	6676 Phone Ext	Nov 17, 2023 Date
REVIEWED BY (Initials Only)					
Buyer	Date	mjl Procurement Officer		11/21/23 Date	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)		Date	



Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Nov 17, 2023

MinuteTraq (IQM2) ID #:

Department Requisition #: 16001622

Requesting Department: Stormwater Management	Department Contact: Jamie Lock
Contact Email: jamie.lock@dupagecounty.gov	Contact Phone: 630-407-6705
Vendor Name: Copenhaver Construction	Vendor #: 13083

Action Requested

- Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Time extension - A contract extension is necessary in order to meet the monitoring requirement for woody vegetation planted for the project. This time extension will not cause an increase to the total contract value.

Summary Explanation/Background

- Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

In order to be in compliance with the regulatory permits received for this construction project, additional maintenance and monitoring of restored areas must be completed.

Strategic Impact

Quality of Life Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

Management of the restored areas will require the contractor to provide the necessary upkeep, including monitoring and watering of the planted natural areas for this project.

Source Selection/Vetting Information

- Describe method used to select source.

Copenhaver Construction was the low bid contractor.

Recommendations/Alternatives

- Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

Staff recommends approval of the change order with Copenhaver Construction to successfully complete the flood mitigation project.

Fiscal Impact/Cost Summary

- Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

There are no additional costs associated with this change order.



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: Nov 17, 2023

Bid/Contract/PO #: _____

Company Name: Copenhaver Construction, Inc.	Company Contact: Ken Copenhaver
Contact Phone: (847) 428-6696	Contact Email: rosie@copenhaverconstruction.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

Ken Copenhaver

Title

President

Date

Nov 17, 2023

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



Payment of Claims

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

File #: 24-0008

Agenda Date: 12/5/2023

Agenda #: 7.A

DUPAGE COUNTY STORMWATER MANAGEMENT
SCHEDULE OF CLAIMS
Nov-23

Vendor	Service	Amount
A Block	truck tipping	\$30.00
Alliant	Pero Notary	\$30.00
Alliant	Cox Notary	\$30.00
AT & T	Phone services	\$54.75
B & H Photo	Drone	\$1,344.53
ComEd	ES Fanchon 1S Electric services	\$337.75
ComEd	4013 Washington DG Electrical services	\$23.82
ComEd	Pump station 397 Illini Electric services	\$281.71
ComEd	4525 River Dr. #3 Electric service	\$33.57
ComEd	4525 Dumoulin Electric services	\$74.90
ComEd	SS Irving Park 1W Electric services	\$26.79
ComEd	4720 Dumoulin Electric services	\$79.73
ComEd	4723 River Dr. Electric services	\$39.56
Home Depot	Various supplies	\$134.11
Home Depot	Key cabinet	\$26.97
Kipps	chain saw blades	\$89.14
Menards	Various supplies	\$59.54
Menards	Various supplies	\$131.34
ODP	Office supplies	\$37.68
ODP	Office supplies	\$9.49
ODP	Office supplies	\$47.70
Red Wing Shoes	Safety shoes - Karlic	\$200.00
Red Wing Shoes	Safety shoes - Engel	\$200.00
Secretary of State	Notary stamp-Pero	\$15.00
Secretary of State	Notary Stamp-Cox	\$15.00
Suburban Door	Keys	\$42.20
V3 Companies	On-call Engineering	\$5,557.90
Vardal Survey	laser equipment	\$414.25
Baxter & Woodman	Storm sewer mtce BMP's	\$5,746.65
DuPage County DOT	Signs	\$219.58
IDNR	App N20230104 fee	\$1,300.00
Conservation Foundation	Rain Barrels	\$110.00
A Block	truck tipping	\$30.00
Ferguson	Motor	\$1,440.58
Amazon	Throttle cable	\$74.38
Amazon	work gloves	\$237.17
AT & T	River Dumoulin Phone services	\$90.65
AT & T	Phone services	\$54.31
AT & T	Wooddale Itasca Phone services	\$95.27
AT & T	River Dumoulin Phone services	\$99.20
AT & T	River Dumoulin Phone services	\$79.51
AT & T	Private Network for Facilities	\$1,419.32
Catering with Elegance	Catering services 11/26/23	\$2,030.00
City of Wood Dale	Water/sewer 301 School	\$42.13
Comcast	Secondary internet service at EQ	\$2,897.22
ComEd	701 W Third St. Electric services	\$19.55
ComEd	NS CNWR 1E W Elmhurst Electric Services	\$9,462.31
Contigo Engineering	Permit review assistance	\$3,773.00
DuPage County B & Z	MISC-GRADE-23-003193 grading permit	\$360.00
Graybar	Electrical products	\$347.99
Graybar	Electrical products	\$1,316.22

Hey & Associates	On-call Engineering	\$12,796.37
Nicor Gas	301 W. School Natural gas services	\$58.39
ODP	Markers	\$6.42
ODP	Cruzer USB's	\$22.10
Signal 88	Security services	\$976.50
USPS	Postage- September 2023	\$18.82
A & W Trailer	trailer plugs	\$61.88
Batteries Unlimited	pump batteries	\$218.00
Canon	lease/usage FY23	\$756.00
ComEd	NS School St. Electric services	\$1,682.10
ComEd	150 N. IL Rt.83 Electric services	\$144.67
ComEd	SS Hagar 1W Electric services	\$35.59
ECT	HSPF Hydrologic	\$1,175.00
ECT	HSPF Hydrologic	\$2,795.00
ERA	Floodplain mapping	\$1,725.30
FirstNet/ATT	Cellular services	\$2,024.46
Gasperec Elberts	Surveying services	\$2,488.16
Gasperec Elberts	Surveying services	\$3,966.40
Home Depot	Cultivators	\$80.94
Home Depot	Various supplies	\$113.10
K-Five	Asphalt	\$285.81
Menards	Bucket & lid	\$10.46
Napa Auto Parts	Marker lights SWM#65	\$69.95
SCARCE	Water Quality Education	\$6,140.18
Suburban Door	Keys	\$11.40
V3 Companies	Native vegetation mtce	\$7,092.01
Wheaton Sanitary District	Springbrook #1 Streambank Grant	\$54,099.34
NC Labs	Water quality supplies	\$223.36
Sheffield	Safety consulting	\$75.00
Sheffield	Safety consulting	\$637.50
ODP	Office supplies	\$33.91
Pomps Tire	vehicle repairs SWM40	\$845.83
Rhino linings	Rhino Tuff Grip Lining	\$969.00
V3 Companies	Lacey Creek Watershed	\$12,940.20
Willowbrook Ford	Vehicle repairs SWM55	\$761.80
AT & T	Long distance phone services	\$46.70
AT & T	Phone services	\$51.65
Ciorba	Permit review assistance	\$3,073.70
ComEd	ES River Rd. 3N Rt 34 Electric services	\$288.30
Conservation Foundation	Water Quality Education	\$5,720.00
Core & Main	Pipes	\$1,217.44
DPCC Support	meeting catering 11/7/23	\$292.50
Elmhurst Chicago Stone	soil disposal	\$1,800.00
Nicor Gas	800 N. River Rd. Natural gas services	\$179.55
On Target Wildlife Control	Beaver removal	\$900.00
Sarah Hunn	Reimb. for license fees	\$62.35
Amazon	Switches	\$37.68
Action Screen Print	Employee wear	\$2,898.94
Elmhurst Park Dist.	Water quality Sugar Creek	\$60,000.00



Staff Report

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

File #: 24-0014

Agenda Date: 12/5/2023

Agenda #: 8.A



DUPAGE COUNTY

Watershed Management

Water Quality

Floodplain Mapping

Regulatory Services

Flood Operations & Maintenance

Shared Services

STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

FROM: Mary Beth Falsey, Stormwater Management

SUBJECT: Quarterly Spill Response Report

DATE: November 20, 2023

Stormwater Management staff receives notification of spill events through citizen reports, notification from municipalities, and through the Hazardous Materials Incident Reports sent from the Local Emergency Planning Committee (LEPC). Staff responds to spill events occurring in or near waterways and storm sewers. When needed, spill kits can be deployed to contain and absorb spills and prevent further release into storm sewers and waterways until the spiller can be identified and the spill cleanup conducted by a qualified environmental cleanup company. Stormwater Management staff also reports to the Illinois Environmental Protection Agency (IEPA) as to the status of the remediation or if additional cleanup is needed. During the 4th quarter of 2023, the following spill events occurred and were responded to:

Leaking Underground Storage Tank, Oak Brook, September 7, 2023

Stormwater Management staff received a Hazardous Materials Incident Report regarding an underground storage tank leak at a gas station in Oak Brook. Staff verified no release offsite or into waterways and that there was no release beyond the immediate tank area.

Diesel Fuel Spill, Villa Park, September 18, 2023

Stormwater Management staff received a Hazardous Materials Incident Report regarding a diesel fuel spill at a trucking facility in Villa Park. Staff inspected and found fuel remaining on the surface of the parking lot. Coordinated with IEPA, the Village, and the environmental cleanup company on additional remediation. Staff placed oil booms in a downstream catch basin as a precaution until cleanup was completed.



Motor Oil & Diesel Fuel Spill, Itasca, September 18, 2023

Stormwater Management staff received a Hazardous Materials Incident Report regarding a motor oil and diesel fuel spill from a truck fire in Itasca. Staff verified proper containment on roadway as well as cleanup and containment activity in a downstream stormwater basin.

Diesel Fuel Spill, Downers Grove, October 2, 2023

Stormwater Management staff received a Hazardous Materials Incident Report regarding a diesel fuel spill from a truck saddle tank rupture in Downers Grove. Staff inspected and found fuel evident downstream. Coordinated with the Village and environmental cleanup company on additional remediation.

Leaking Underground Storage Tank, Villa Park, October 4, 2023

Stormwater Management staff received a Hazardous Materials Incident Report regarding an underground storage tank leak at a facility in Villa Park. Staff inspected and found oil on the ground surface. Staff contacted the Village and the property owner to ensure remediation was conducted in a timely fashion to avoid release offsite or into waterways.

Leaking Underground Storage Tank, Addison, October 6, 2023

Stormwater Management staff received a Hazardous Materials Incident Report regarding an underground storage tank leak in Addison. Staff verified no release offsite or into waterways and that there was no release beyond the immediate tank area.

Diesel Fuel Spill, Itasca, October 14, 2023

Stormwater Management staff received a Hazardous Materials Incident Report regarding a diesel fuel spill due to a truck fire at a facility in Itasca. Staff inspected and found an oil sheen beyond the containment area in a downstream pond. Coordinated with the responsible party and the environmental cleanup company on remediation including additional booms in the pond and storm sewers and cleanup of incident site.

Leaking Underground Storage Tank, Darien, October 19, 2023

Stormwater Management staff received a Hazardous Materials Incident Report regarding an underground storage tank leak at a gas station in Darien. Staff verified

no release offsite or into waterways and that there was no release beyond the immediate tank area.

Oil Spill, Carol Stream, November 10, 2023

Stormwater Management staff was notified by the Village of Carol Stream of an oil sheen in a Village owned pond. Staff responded to the site and determined the spill to be from an organic source, possibly cooking oil. Village staff coordinated tracing and cleanup activity.

Diesel Fuel Spill, Itasca, November 14, 2023

Stormwater Management staff received a Hazardous Materials Incident Report regarding a diesel fuel spill due to a vehicle collision on the Illinois Tollway. The Tollway oversaw cleanup. Stormwater Management verified no release downstream or into waterways.



Staff Report

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
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File #: 24-0011

Agenda Date: 12/5/2023

Agenda #: 8.B

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DuPage County Stormwater Management News & Updates

DuPage County, Illinois sent this bulletin at 11/21/2023 10:25 AM CST

November 2023

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City of Wood Dale, Walker Elementary Earn Water Quality Flags



Top: SCARCE Director and Founder Kay McKeen, County Board Member Michael Childress and SWM staff present the Water Quality Flag to Wood Dale staff and officials, including Mayor Nunzio Pulice. Bottom: Staff from Walker Elementary School, SCARCE and SWM, along with SWM Committee Member Lucy Evans, pose with all the student members of the school's Eco Club.

This month, SWM and SCARCE awarded Water Quality Flags to both the City of Wood Dale and Walker Elementary School in Clarendon Hills for their efforts to protect water quality. The City of Wood Dale has accomplished much to earn their flag, including green infrastructure improvements, a rain barrel rebate program, Salt Creek cleanup events and the Green Fair. County Board Member Michael Childress joined SCARCE and SWM staff in presenting the award to Wood Dale Mayor Nunzio Pulice and members of the Wood Dale for a Greener Tomorrow committee.

Students, teachers and parents at Walker Elementary all got involved in the water quality flag process, attending presentations and workshops focused on the importance of clean water. Students also made a field trip to the SCARCE facility to get hands-on with all kinds of exhibits and educational models. County Board Member Lucy Evans joined SCARCE and SWM in presenting the flag to the student members of the school's Eco Club and their teacher sponsor Sarah Karrow.

[More Info](#)

SWM Hosts Second Professional Training This Year

Around Town

SCARCE's annual post-Halloween Pumpkin Smash was, well...a smash hit! On November 4th, hundreds of residents across DuPage



ENCAP President Jonathan Koepke speaks to attendees about best practices for sediment and erosion control.

In early November, SWM hosted the annual Pollution Prevention Seminar for MS4 Communities. Municipal engineers, field crews and consultants gathered at Bloomingdale Golf Club to hear presentations revolving around construction site sediment and erosion control, including an engaging discussion panel with permitting staff on the problems they see most often.

Since 2018, SWM has led a countywide water quality program, partnering with 41 municipalities and townships on meeting the requirements of the National Pollution Discharge Elimination System (NPDES) Permit No. ILR40 for Stormwater Discharges. This program aligns water quality goals countywide, eliminates redundancies, and reduces the reporting and paperwork burden on communities. As part of this program, SWM hosts staff training for public agencies each year, saving approximately \$400,000 in taxpayer dollars annually.

SWM and IAFSM Host Successful FEQ Modeling Class



Students give their undivided attention to the teacher as she explains the finer points of the FEQ program.

SWM partnered with the Illinois Association for Floodplain and Stormwater Management (IAFSM) to present an introductory course for the FEQ hydraulic modeling program. A mix of county staff and engineering consultants convened on campus for three days in early November to learn the ins and outs of the computer program, which is a critical component of SWM's floodplain mapping and watershed management programs. FEQ was developed by Linsley, Kraeger Associates, Ltd. and is verified and supported by the US Geological Survey.

County participated in the pumpkin carnage at 24 locations. Although the total weights haven't been announced yet, this year's sure to be a record-breaker, with a massive amount of local and regional press coverage leading up to the event. Diverting pumpkins from landfills saves all the water stored in them, reduces methane emissions from landfills, and creates a rich soil that can serve a much better purpose out of the trash heap.



Students from Downers Grove South High School pose with their dumpster after a full day of collection. Nice haul!

Retirement

This month, we're saying goodbye to one of SWM's longest-tenured employees, Tomaras "TW" Woods! TW has been with the County since before Stormwater Management even existed, and has played a role in developing almost every aspect of the Department over the years. TW is very much looking forward to spending more time with his grandson and the rest of his family. We thank you TW for your dedicated service and wish you the best in your retirement!



Chair Jim Zay and Director Sarah Hunn recognize Tomaras Woods' retirement at November's Committee meeting.

Upcoming Events

Water Quality Webinar: Be Salt Smart at Home

Wednesday, November 29, 2023, 7:00 P.M. - 8:00 P.M.

Winters here in Northeastern Illinois bring the challenge of dealing with snow and ice, which generally means using salt. While we need to keep everyone safe, salt is very damaging to both our natural and built environments. Excess salt damages buildings and vehicles, harms our pets and plants and degrades our rivers, wetlands and groundwater. The Salt Smart Collaborative is helping to support communities using best winter practices to keep you safe while using less salt. Hear from Jennifer Hammer, Director of Watershed Programs for The Conservation Foundation during this free webinar that will introduce the challenges and opportunities for homeowners to be Salt Smart.

[Register Here](#)

2023 Thanksgiving Cooking Oil Collection

Saturday, November 25, 2023, 9:00 A.M. - 12:00 P.M.

In partnership with SCARCE, select DuPage County communities will be collecting used, liquid cooking oil (no bacon grease or other solid animal fats) to be recycled into biodiesel. The goal of this one-day event is to make it easier for residents to dispose of their leftover or expired liquid cooking oil properly. In addition, DuPage County has 12 permanent collection locations for recycling cooking oil year-round.

[More Info and Site List](#)

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



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Staff Report

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

File #: 24-0012

Agenda Date: 12/5/2023

Agenda #: 8.C



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 December 2023

DATE: December 5, 2023

Watershed Planning

Lacey Creek:

The first stakeholder meeting for the Lacey Creek Watershed Plan was held virtually over ZOOM on November 16th. Stakeholders from different entities within the watershed were in attendance. Staff and our consultant presented the watershed planning process to the stakeholders, as well as specific problem areas and potential solutions to some of the existing problems. Staff will be finishing up with the existing conditions analysis, and our consultant will begin to further identify and develop some alternative solutions for the problem areas. The next stakeholder meeting will be scheduled during the first quarter of 2024. Lacey Creek is located entirely within County Board District 2 and the majority of the Lacey Creek Watershed is within Downers Grove with smaller portions extending into Lombard, Oak Brook and Unincorporated DuPage County.

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.

Facilities/Operations:

The stormwater flood control facilities continue to be maintained on a regular basis. No large facilities have been triggered by recent rain events.



Water Quality

The Water Quality Improvement Program Grant application period runs through January 5th. Eligible projects include stream restoration, detention basin retrofit, shoreline stabilization, native plantings, and green building technologies that reduce or filter stormwater runoff. Both public and private organizations are eligible to apply for financial assistance.

DuPage County inspects storm sewer outfalls for illicit discharges on behalf of municipalities and townships for compliance with the IEPA Permit# ILR40. Outfall inspections for the 2023 season are complete.

Staff have been 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.

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 will be received and processed in accordance with the County's fiscal year closeout process.

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. Staff is working with the contractor to establish a construction schedule; work is expected to begin soon.

Design of the St. Joseph Creek Condominiums flood gate and flood wall project (FEMA & ARPA funded) is ongoing and under staff review. Staff continue to work with the Village of Lisle and the Condominium Homeowners Association (HOA) to complete the design of a shovel ready project. The consultant for the project has submitted an application for the IDNR/OWR Floodway Construction Permit and is currently preparing plans and report for the stormwater certification through the Village of Lisle. Staff is also working on a draft agreement between DuPage County and the HOA for the project.

Staff and our consultant continue to finalize the design for the Luther/Roosevelt Stormwater Project located in Unincorporated DuPage County within York Township. A meeting with key IDOT personnel was held on November 16th to determine the feasibility and permit requirements for the section of storm sewer beneath Roosevelt Road (IL 38). IDOT would prefer the storm sewer be installed by boring underneath the roadway instead of open cutting the roadway, which would require lane closures. The County's consultant is currently addressing plan review comments received from DuPage County, Forest Preserve District, IDOT, and York Township. Our consultant will also complete a tree survey for the project, as well as create initial documents for required easements on Forest Preserve property. The design of this project is expected to be completed by the end of the year. This project will reduce overtopping on a York Township Road and was included in the Sugar Creek Watershed Plan.

Construction of another round of ARPA projects is under way. The Main Street Storage Project in Lisle and Tamarack Drive in unincorporated Glen Ellyn will begin with tree clearing. In late winter/early Spring, 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	Attendees	Register/Info
11/29/2023	7pm-8pm	"Be Salt Smart at Home" Webinar	Virtual	TCF	Sponsor	General Public	Zoom Link
12/7/2023	9am-12pm	IDNR Substantial Damages Estimates Workshop	County Campus	SWM, OEM	Host	Professionals	Register Here
1/18/2023	9am-12pm	2024 Environmental Summit	TBA	TCF	Sponsor	General Public	TBA



Action Item

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

File #: 24-0009

Agenda Date: 12/5/2023

Agenda #: 3.A



DUPAGE COUNTY

Watershed Management

Water Quality

Floodplain Mapping

Regulatory Services

Flood Operations & Maintenance

Shared Services



STORMWATER MANAGEMENT

MEMORANDUM

Date: December 5, 2023

To: Stormwater Management Committee

From: Clayton Heffter, Stormwater Permitting Manager

Re: O'Hare Airport Layout Plan
City of Chicago, DuPage County

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.

The CDA is seeking approval for the exclusion of projects outlined in the Future ALP and the Draft Ultimate ALP from the DuPage County Stormwater Certification process. They state that these projects will have no adverse impact on neighboring properties or utilities within DuPage County and will not necessitate the use of any DuPage County public facilities. The O'Hare/DuPage Stormwater Planning Report Future and Ultimate Airfield Land Use report can be viewed at: [O'Hare/DuPage Stormwater Planning Report](#) (https://www.dupagecounty.gov/government/departments/stormwater_management/storm_water_permitting/public_hearings.php)

The petitioner notes the following items are relevant to their request:

1. In 2004, DuPage County approved the report titled "Upper Des Plaines River Tributaries Watershed Plan for Willow-Higgins Creek, Bensenville Ditch, Crystal Creek, and Addison Creek Tributaries" (Watershed Plan). This Watershed Plan certified all stormwater projects associated with the Airport Layout Plan (ALP) known as the O'Hare Modernization Program (OMP) that was approved by Federal Aviation Administration (FAA) in September 2005. OMP projects were certified under Stormwater Certification 05-10-002/T15414. Since this time, a majority of the OMP projects have been constructed with only one or two projects remaining.
2. Improvements under the ALP will:
 - a. Provide adequate stormwater storage volume for future development within DuPage County including sufficient area for a potential future western terminal in the area of the west side entrance to the airfield from York Road, IL 390, and I-490;



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STORMWATER MANAGEMENT

- b. Provide documentation that the CDA will meet the Metropolitan Water Reclamation District of Greater Chicago's (MWRDGC) regulations for discharge of runoff contaminated with deicing chemicals;
- c. Provide documentation that the City of Chicago's (City) Stormwater Ordinance will be enforceable for all CDA development within the City boundaries and acknowledgement that DuPage County will not duplicate efforts by enforcing the DuPage County Stormwater and Floodplain Ordinance (DuPage County Ordinance); and
- d. Demonstrate that special management areas, as defined by DuPage County, are being regulated by other agencies.

3. Planning, design, construction and operation of all airports in the United States are strictly regulated by the FAA. The FAA safety regulations define a multitude of design constraints that dictate where the roads, ditches, culverts, ponds, etc., can be located in relation to the airfield components. Once FAA design constraints are applied to the Future ALP and Draft Ultimate ALP, land is theoretically available for other uses pending appropriate technical and environmental reviews and approvals. These constraints significantly dictate how improvements can be completed and ultimately define how the project will be accomplished. There are numerous supporting uses that are defined on the Future ALP and Draft Ultimate ALP. The CDA has identified a Future ALP to identify near-term future facility and terminal needs, including a west side employee entrance to the airport and a Draft Ultimate ALP that addresses potential longer-term future expansion, two satellite concourses, while meeting the intent of the DuPage County Ordinance.
4. Additionally, the design and construction of new airport improvements must meet the regulatory requirements of a number of review agencies. All of these agencies have regulations that define and constrain how certain aspects of the project can be completed. The Future ALP and Draft Ultimate ALP will meet the intent of the DuPage County Ordinance without specific review and certification from DuPage County Stormwater Management.

Staff notes that both the Future ALP and Draft Ultimate ALP align with the goals of the DuPage County Countywide Stormwater and Floodplain Ordinance. Furthermore, these projects are not anticipated to have any adverse effects on neighboring properties in DuPage County. It should be highlighted that all wetlands in DuPage County, which were previously authorized for impact during the O'Hare Modernization Program, no longer exist. Additionally, substantial challenges and time constraints are faced by staff when it comes to coordinating activities, navigating security protocols, and gaining access to O'Hare field for site visits and inspections, many of which overlap and duplicate other local, state, and federal resource agencies.



File #: SM-P-0001-24

Agenda Date: 12/5/2023

Agenda #: 9.B

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

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

WHEREAS, the COUNTY requires 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 seventy thousand dollars and no cents (\$70,000).

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

WHEREAS, the Stormwater Management Planning Committee of the DuPage County Board has reviewed and recommended approval of the attached AGREEMENT at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and WBK Engineering, LLC is hereby accepted and approved in an amount not to exceed seventy thousand dollars (\$70,000.00); 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 by and through the Stormwater Management Department to WBK Engineering, LLC, 116 W. Main Street, Suite 201, St. Charles, IL 60174 Attn. Greg Chismark: State's Attorney's Office; County Auditor; Finance Director; Treasurer; and Purchasing.

Enacted and approved this 12 day of December, 2023 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			
General Tracking		Contract Terms	
FILE ID#: 23-3777	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$70,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 12/05/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$140,000.00
	CURRENT TERM TOTAL COST: \$70,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: WBK Engineering, LLC	VENDOR #: 12800	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Scott Randall	VENDOR CONTACT PHONE: 630-338-8562	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupageco.org
VENDOR CONTACT EMAIL: srandall@bodwegrp.com	VENDOR WEBSITE: https://www.wbkengineering.com/	DEPT REQ #: 1600-2335	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). \$70,000.00 - DuPage County owns and operates several facilities countywide during flood events to reduce the likelihood of flooding along the riverine systems within the County. Stormwater Management also oversees construction of flood control projects implemented throughout the County and responds to localized drainage concerns. This contract is to complete all of the work noted above as it relates to the department's roles and responsibilities.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished DuPage County's stormwater facilities require periodic inspection and certification to ensure they remain safe and functional. Occasionally, those inspections may result in the need to have repair/ maintenance or modifications to the facility. Stormwater Management also periodically oversees construction of flood control projects, and requires additional assistance with oversight, shop drawing review, and project management.			

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 unique stormwater scope of services. Stormwater has determined that WBK has the most qualified staff based on the information received to perform necessary 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). 1) Award a contract to WBK Engineering, LLC., a full service engineering firm, for on-call services related to the operation and maintenance of DuPage County Stormwater Management Facilities and to assist with the needs of the Drainage Program. 2) Hire in-house Structural, Electrical, and Mechanical Engineers to inspect and evaluate several of the County owned and operated facilities which may require design and permitting services to be completed by others as a result of the facility evaluations.

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: WBK Engineering, LLC	Vendor#: 12800	Dept: Stormwater Management	Division:
Attn: Scott Randall	Email: srandall@bodwegroup.com	Attn: Jamie Lock	Email: jamie.lock@dupageco.org
Address: 116 W Main Street, Suite 201	City: St Charles	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60174	State: IL	Zip: 60187
Phone: 630-338-8562	Fax:	Phone: 630-407-6705	Fax: 630-407-6701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same	Vendor#: same	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<i>Shipping</i>		<i>Contract Dates</i>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 12, 2023	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 stormwater facilities countywide	FY24	1600	3000	53010		70,000.00	70,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 70,000.00

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

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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND WBK ENGINEERING, LLC.
FOR ON CALL PROFESSIONAL ENGINEERING SERVICES

This Professional Service Agreement (“AGREEMENT”), is made this 12th day of December, 2023 between COUNTY OF DUPAGE, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and WBK Engineering, LLC, an Illinois corporation licensed to do business in the State of Illinois, with offices at 116 W. Main Street, Suite 201, St. Charles, IL 60174; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

R E C I T A L S

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

WHEREAS, the COUNTY requires various professional services (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 seventy thousand dollars and no cents (\$70,000.00).

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 seventy thousand dollars and no cents (\$70,000.00). 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://mww.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:

WBK Engineering, LLC
116 W Main Street
Suite 201
St. Charles, IL 60174
ATTN: Greg Chismark, P.E., President

Phone: 630-443-7755
Email: GChismark@bodwegrup.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.

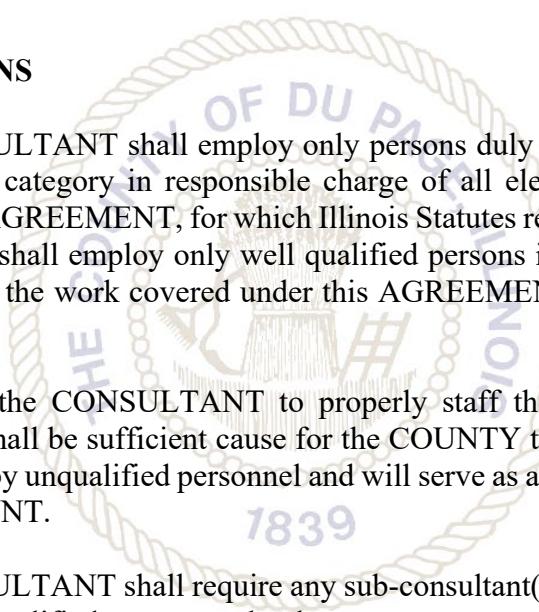
24.0 ACCESS TO PROPERTY

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

WBK ENGINEERING, LLC

BY: _____
GREG CHISMARCK

ATTEST:

BY: _____
NAME AND TITLE: _____

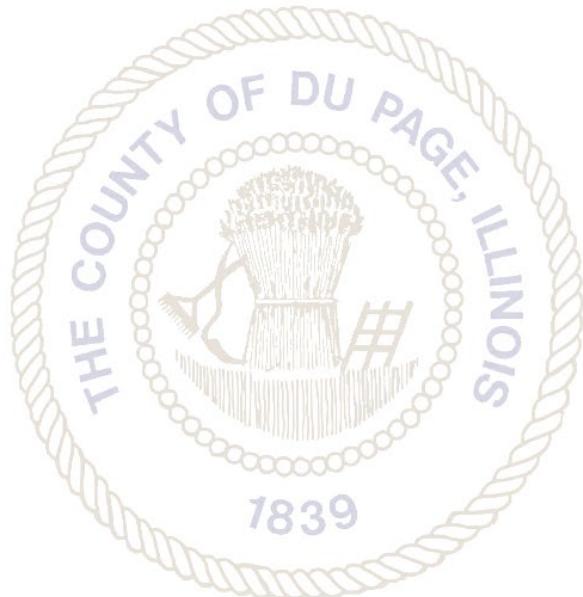


EXHIBIT A

SCOPE OF WORK

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

1. **Final Surveying** - Conduct field survey as needed for the preparation of final design plans, specifications, contract documents, and plats of survey for the recommended improvements. Determine the locations and elevations of utilities, physical structures, pavements and other pertinent items (to be placed on final engineering plans). The County will provide digital two-foot topographic maps. A minimum of two permanent benchmarks are to be established within the project site for future use. Descriptions of the permanent benchmarks shall be included on the final plan set. All benchmarks shall be tied into the DuPage County system of benchmarks.
2. **Final Stormwater Modeling** - Develop final hydrologic/hydraulic computer model as necessary for final permitting requirements. Simulations shall be run for both existing and proposed 'final design' conditions. The modeling method to be utilized shall be approved by DuPage County staff prior to commencement of work. If necessary, for the evaluation of the final design, a downstream hydraulic analysis will be required to evaluate potential impacts to downstream properties.
3. **Wetland Report & Analysis** – Develop wetland report detailing potential wetland impacts and required wetland avoidance arguments per the requirements set forth by the County of DuPage and the Corp of Engineers. If project is located in close vicinity to regulatory wetlands, all required wetland field work will be included in the project scope. Only wetland firms previously approved by the County of DuPage will be allowed to serve as subconsultants on project design.
4. **Final Permitting** - Prepare and submit the necessary plans and permit applications to the appropriate agencies. These may include but not be limited to the following: The US Army Corps of Engineers, DuPage County Stormwater Management, DuPage County DOT, DuPage County Forest Preserve District, The Illinois Department of Conservation, The Illinois EPA, Illinois Department of Natural Resources, IDOT–Bureau of Roads, IDOT-Bureau of Hydraulics, and the Federal Emergency Management Agency. The Consultant shall be required to obtain all permits necessary for the construction of the final project design, unless explicitly directed otherwise in writing by the County.
5. **Final Engineering Plans, Construction Specifications, and Contract Documents** - Final Engineering Plans and Construction Specifications:
Resolve design issues and prepare final construction level engineering drawings and construction specifications for the bidding and construction of the proposed improvements. The engineering plans shall generally consist of plan and profile view drawings of the proposed improvements to a scale agreed upon with County staff, a project location map, general construction notes, a traffic control plan, an erosion control plan, a legend describing the symbols used, a summary of

quantities, detailed drawings of proposed work items and methods, and cross sections at appropriate locations. For each item of the proposed improvements, the Consultant shall be required to prepare detailed construction specifications describing the work to be done to complete the item, material requirements, construction requirements, testing requirements, method of measurement, and basis for payment. Final engineering plans and specifications shall be signed and sealed by a registered Professional Engineer licensed to do business in the State of Illinois.

Contract Documents:

Prepare necessary bidding and contract documents required for the bidding and construction of the proposed improvements. The bidding and contract documents shall generally consist of the invitation to bid, instructions to bidders, bid form, general conditions of the contract, special provisions, contract construction forms and all other contents of the project contract document manual. The County will provide the General Conditions of the Contract upon which the contract documents shall be based. In addition, the County will provide the invitation to bid, instructions to bidders, bid form, and contract construction forms to the consultant in electronic format. These items will require modification by the Consultant to correspond with the final design submitted by the Consultant. Special provisions shall be provided by the Consultant for items not covered by the specifications or other parts of the contract documents.

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

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

EXHIBIT B

DELIVERABLES

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

1. Project support documentation
2. Meeting minutes
3. Correspondence (third party)
4. Survey information including:
 - Cross-section plots
 - Location map plotted on County topographic maps
 - Sketches of hydraulic structures
 - Computer input/output
 - Photographs of existing conditions
5. Existing stormwater conveyance system maps
6. Local watershed map
7. Horizontal and vertical control point map
8. Horizontal and vertical control point descriptions
9. Hydrologic model input and output files (hard copy and computer disk)
10. Hydraulic model input and output files (hard copy and computer disk)
11. Exhibits and props for public, committee, and County Board presentations
12. Construction level engineering plans, construction specifications, and contract documents (including one full set of plans on velum, or approved equal)
13. Utility maps (phone, sewer, electric, cable, water, gas, private utilities, etc.).
14. DuPage County stormwater management permit
15. All other necessary permits
16. Plat of easement exhibits for all required temporary and permanent easements
17. Engineer's cost estimate for the construction of the proposed improvements
18. Geotechnical report (prepared by approved subconsultant) detailing all analysis completed for the project

The County will provide the following materials for use with this project:

1. Assistance in public, committee, and County Board presentations
2. Guidance in establishing design criteria
3. Guidance in preparation of engineering plans, construction specifications, and contract documents
4. Electronic copies of the general conditions of the contract, the invitation to bid, instructions to bidders, bid forms, and contract construction forms
5. Guidance in establishing Specifications format
6. Guidance in selecting design materials
7. Electronic topography for project site area.
8. Copies of all requested aerial photography.

EXHIBIT C

SCHEDEULE OF FEES AND HOURLY RATES FOR CONSULTANT'S STAFF

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

WBK

The CONSULTANT will bill the COUNTY for all tasks, assignments, and work performed in accordance with the following schedule of fees and hourly rates (as applicable).

<u>Classification</u>	<u>Pay Rate Range</u>	
Principal	\$86.00	\$86.00
Engineer VI	\$72.00	\$86.00
Engineer V	\$60.00	\$72.00
Engineer IV	\$52.00	\$60.00
Engineer III	\$44.00	\$52.00
Engineer II	\$38.00	\$44.00
Engineer I	\$32.00	\$38.00
Urban Planner VI	\$75.00	\$86.00
Urban Planner V	\$60.00	\$75.00
Urban Planner IV	\$52.00	\$60.00
Urban Planner III	\$40.00	\$52.00
Urban Planner II	\$30.00	\$40.00
Environmental Resource Specialist V	\$50.00	\$60.00
Environmental Resource Specialist IV	\$39.00	\$50.00
Environmental Resource Specialist III	\$32.00	\$39.00
Environmental Resource Specialist II	\$28.00	\$32.00
Technician V	\$60.00	\$70.00
Technician IV	\$50.00	\$60.00
Technician III	\$40.00	\$50.00
Technician II	\$31.00	\$40.00
Technician I	\$21.00	\$31.00
Intern	\$15.00	\$21.00
Administrative	\$27.00	\$30.00

NIKA

Staff hourly rate - \$95/hour

*Rate is a flat rate that includes insurance and overhead for subconsultant. Actual hourly rate does not exceed \$86/hour.

STEELHEAD



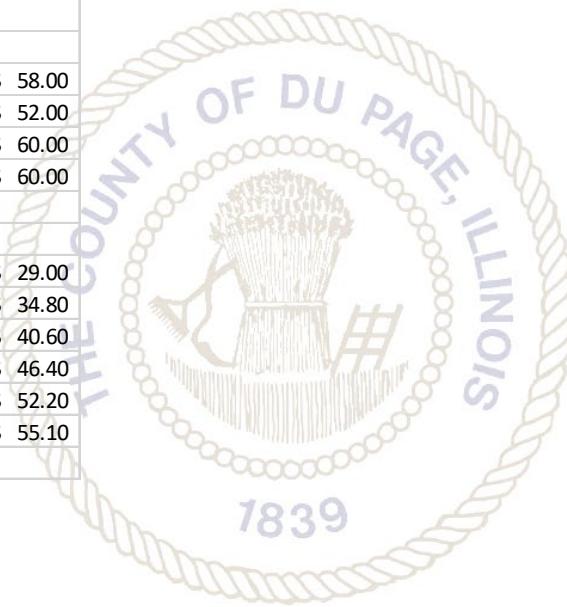
THE STEELHEAD ENGINEERING COMPANY	
2024 HOURLY RATES	
LABOR CATEGORY	HOURLY RATE
Principle Engineer	\$69.71
Mechanical Engineer	\$50.48
Electrical Engineer	\$48.08
BIM Manager	\$52.88
Intern	\$19.23

FOX VALLEY SANDBLASTING & POWDER COATING

A decorative graphic featuring a green and yellow abstract design with a central circular pattern and the company name 'FOX VALLEY SANDBLASTING & POWDER COATING' in a stylized font.

TSC

Rate Range		
CME Technician		
Level A	\$ 30.49	\$ 42.00
Level B	\$ 36.94	\$ 48.00
Level C	\$ 39.49	\$ 50.00
Level D	\$ 41.99	\$ 54.00
Level E	\$ 44.54	\$ 57.00
Level F	\$ 45.82	\$ 58.00
Level G	\$ 53.43	\$ 65.00
Technician Apprentice		
1st Year	\$ 22.91	\$ 31.90
2nd Year	\$ 32.07	\$ 40.60
3rd Year	\$ 34.37	\$ 43.50
4th Year	\$ 36.66	\$ 46.40
5th Year	\$ 41.24	\$ 52.20
Driller & Helper Rates		
Driller	\$ 47.47	\$ 58.00
Helper (Oiler)	\$ 41.38	\$ 52.00
Mechanic	\$ 48.80	\$ 60.00
Marine Drillers	\$ 48.98	\$ 60.00
Driller Apprentice		
1st half of 1st year	\$ 23.74	\$ 29.00
2nd half of 1st year	\$ 28.48	\$ 34.80
1st half of 2nd year	\$ 33.23	\$ 40.60
2nd half of 2nd year	\$ 37.98	\$ 46.40
1st half of 3rd year	\$ 42.72	\$ 52.20
2nd half of 3rd year	\$ 45.10	\$ 55.10





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: Nov 17, 2023

Bid/Contract/PO #: _____

Company Name: WBK Engineering, LLC	Company Contact: Greg Chismark, PE
Contact Phone: 630-338-8527	Contact Email: gchismark@wbkengineering.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

Greg Chismark, PE

Title

President

Date

Nov 17, 2024

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (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: _____

Bid/Contract/PO #: _____

Company Name:	Fox Valley Sandblasting, Inc.	Company Contact:	Mike Schwebke
Contact Phone:	630-816-1779	Contact Email:	info@foxvalleysandblasting.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

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- 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

Michael Schwebke

Title

General Manager

Date

Nov. 19, 2023

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: Nov 20, 2023

Bid/Contract/PO #:

Company Name: Nika Engineering	Company Contact: Meredith Nika
Contact Phone: 630 293-0829	Contact Email: NikaEngineering@att.net

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

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

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

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

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

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

dd Lir or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
X		

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

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

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

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

Authorized Signature

Printed Name

Meredith Nika

Title

Owner - Nika Engineering

Date

Nov 20, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (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: Nov 20, 2023

Bid/Contract/PO #: _____

Company Name: The Steelhead Engineering Company	Company Contact: Ryan Wielenga
Contact Phone: 269.806.8602	Contact Email: rwielen@bodwegrp.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.

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x				

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

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

dd Lir or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x		

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

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

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

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

Authorized Signature

Printed Name

Ryan Wielenga

Title

President

Date

Nov 20, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (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: Nov 17, 2023

Bid/Contract/PO #: _____

Company Name: Testing Service Corporation	Company Contact: John Massa
Contact Phone: 630 784-4002	Contact Email: jmassa@tsccorp.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.

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- 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

November 17, 2023

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-0002-24

Agenda Date: 12/5/2023

Agenda #: 9.C

AWARDING RESOLUTION
ISSUED TO INDEPENDENT MECHANICAL INDUSTRIES, INC.
FOR THE ELMHURST QUARRY WEST LOBE PUMP STATION
REHABILITATION PROJECT
(CONTRACT AMOUNT \$2,748,850.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Stormwater Management Committee recommends County Board approval for the issuance of a contract for the Elmhurst Quarry West Lobe Pump Station Rehabilitation Project.

NOW, THEREFORE, BE IT RESOLVED that County Contract, covering said, for the Elmhurst Quarry West Lobe Pump Station Rehabilitation Project, for the Stormwater Management Department, for the period December 12, 2023 through November 30, 2025, be and it is hereby approved for issuance of a Contract by the Procurement Division, to Independent Mechanical Industries, Inc., 2671 United Lane, Elk Grove Village, Illinois 60007, for the total contract amount not to exceed \$2,748,850.00, per lowest responsible Bid # 23-126-SWM.

Enacted and approved this 12th day of December, 2023 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#: 23-3779	RFP, BID, QUOTE OR RENEWAL #: 23-126-SWM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$2,748,850.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 12/05/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$2,748,850.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Independent Mechanical Industries, Inc.	VENDOR #:	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: David Reynolds	VENDOR CONTACT PHONE: 773-282-4500	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupageco.org
VENDOR CONTACT EMAIL: dreynolds@independentmech.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2337	
<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.). \$2,748,850.00 - Under the Stormwater Management Department, DuPage County is responsible for operation of stormwater facilities that periodically require maintenance and/or modification to remain fully operational. This contract is to complete construction of necessary upgrades to the pumps, pipes, and motor control center on the West Lobe of the Elmhurst Quarry flood control facility.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished: This contract is to complete construction of necessary upgrades to the pumps, pipes, and motor control center on the West Lobe of the Elmhurst Quarry flood control facility. Bid #23-126-SWM			

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

SECTION 3: DECISION MEMO	
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: Independent Mechanical Industries, Inc.	Vendor#:	Dept: Stormwater Management	Division:
Attn: David Reynolds	Email: dreynolds@independentmech.com	Attn: Jamie Lock	Email: jamie.lock@dupageco.org
Address: 2671 United Lane	City: Elk Grove Village	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60007	State: IL	Zip: 60187
Phone: 773-282-4500	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:
<i>Shipping</i>		<i>Contract Dates</i>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 12, 2023	Contract End Date (PO25): Nov 30, 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		Elmhurst Quarry West Lobe Pump Station Rehabilitation Project, per lowest responsible bidder (Bid 23-126-SWM)	FY24	1600	3000	54060		1,800,000.00	1,800,000.00
2	1	EA			FY25	1600	3000	54060		948,850.00	948,850.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 2,748,850.00

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

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



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
ELMHURST QUARRY WEST LOBE PUMP STATION REHABILITATION PROJECT 23-126-SWM
BID TABULATION

✓

				INDEPENDENT MECHANICAL INDUSTRIES, INC	DAHME MECHANICAL INDUSTRIES, INC	ANTARCTIC MECHANICAL SERVICES, INC
NO.	ITEM	UOM	QTY	PRICE	PRICE	PRICE
1	Contract Work (Including Base Bid Manufacturers)	LSUM	1	\$ 2,648,850.00	\$ 2,899,000.00	\$ 3,077,437.00
	CONTINGENCY			\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
	GRAND TOTAL			\$ 2,748,850.00	\$ 2,999,000.00	\$ 3,177,437.00

NOTES

Bid Opening 11/16/2023 @ 2:30 PM	NE, VC, SH
Invitations Sent	6
Total Vendors Requesting Documents	2
Total Bid Responses	3

SECTION 8 - BID FORM PRICING

All rates/lump sums submitted will be effect for the duration of the contract term. Alternates for major equipment items not to be included LSUM total. No surcharges or markups will be paid.

NO.	ITEM	UOM	QTY	PRICE
1	ALL CONTRACT WORK INCLUDING BASE BID MANUFACTURERS	LSUM	1	\$ 2,648,850 80
CONTINGENCY				\$100,000.00
GRAND TOTAL				\$ 2,748,850
GRAND TOTAL (IN WORDS)		Two Million Seven hundred forty Eight thousand Eight hundred fifty		

SECTION 9 - BID FORM SIGNATURE PAGE

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

X [REDACTED] President
(Signature and Title)

CORPORATE SEAL
(If available)

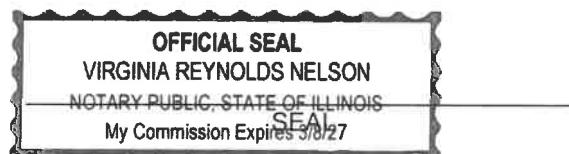
BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 16th day of November AD, 2023

[REDACTED]
(Notary Public)

My Commission Expires

3/8/2027



SECTION 10 - MANDATORY FORM
ELMHURST QUARRY WEST LOBE PUMP STATION REHABILITATION PROJECT 23-126-SWM
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Independent Mechanical Industries, Inc.		
Main Business Address	2671 United Lane		
City, State, Zip Code	Elk Grove Village, Illinois 60007		
Telephone Number	(773) 282-4500	Email Address	dreynolds@independentmech.com
Bid Contact Person	David W. Reynolds		

The undersigned certifies that he is:

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

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

David W. Reynolds
(President or Partner)

Christopher Olson
(Vice-President or Partner)

Christopher Olson
(Secretary or Partner)

David W. Reynolds
(Treasurer or Partner)

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

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

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

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

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

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

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

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

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

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Independent Mechanical Industries, Inc.	NAME	Independent Mechanical Industries, Inc.
CONTACT	David W. Reynolds	CONTACT	David W. Reynolds
ADDRESS	2671 United Lane	ADDRESS	2671 United Lane
CITY ST ZIP	Elk Grove Village, IL 60007	CITY ST ZIP	Elk Grove Village, IL 60007
TX	(773) 282-4500	TX	(773) 282-4500
FX	(773) 282-2046	FX	(773) 282-2046
EMAIL	dreynolds@independentmech.com	EMAIL	dreynolds@independentmech.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Finance Department 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6193		Address to be provided once notice to proceed is issued.	

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



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: November 16, 2023

Bid/Contract/PO #: 23-126-SWM

Company Name: Independent Mechanical Industries, Inc.	Company Contact: David W. Reynolds
Contact Phone: (773) 282-4500	Contact Email: dreynolds@independentmech.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:

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

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

Authorized Signature

Printed Name

David W. Reynolds

Title

President

Date

November 16, 2023

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



Technology Requisition \$30,000 and Over

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

File #: TE-P-0075-23

Agenda Date: 11/21/2023

Agenda #: 10.A

AWARDING RESOLUTION ISSUED TO
ACCELA, INC.
FOR MANAGED APPLICATION SERVICES
FOR BUILDING & ZONING, DIVISION OF TRANSPORTATION,
STORMWATER MANAGEMENT, AND PUBLIC WORKS
(CONTRACT TOTAL NOT TO EXCEED \$199,290.00)

WHEREAS, a sole source quotation has been obtained in accordance with Board policy; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to Accela, Inc., for managed application services for Building & Zoning, Division of Transportation, Stormwater, and Public Works departments, for the period of February 21, 2024 through February 20, 2025.

NOW, THEREFORE BE IT RESOLVED, that said contract for managed application services for Building & Zoning, Division of Transportation, Stormwater, and Public Works departments, for the period of February 21, 2024 through February 20, 2025, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Accela, Inc., 4375 Solutions Center, Chicago, IL 60677, for a contract total amount not to exceed \$199,290.00. Pursuant to 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole provider - Accela is the sole provider for this software application.)

Enacted and approved this 28th day of November, 2023, 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#: 23-3681	RFP, BID, QUOTE OR RENEWAL #: Q-28359	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$199,290.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 11/21/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$199,290.00
	CURRENT TERM TOTAL COST: \$199,290.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Accela, Inc.	VENDOR #: 23818	DEPT: Information Technology / GIS	DEPT CONTACT NAME: Tom Ricker
VENDOR CONTACT: Caitlin Carter	VENDOR CONTACT PHONE: (925) 359-3411	DEPT CONTACT PHONE #: 630-407-5062	DEPT CONTACT EMAIL: Tom.Ricker@dupageco.org
VENDOR CONTACT EMAIL: ccarter@accela.com	VENDOR WEBSITE: www.accela.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Annual Accela Managed Application Services for the Building & Zoning, Transportation, Stormwater, and Public Works departments. Sole source.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This managed service will provide knowledgeable professional services in order to support County departments and staff with the Accela permitting application within the "live production software environment".			

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. SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)
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. SOFTWARE MANUFACTURER AND SOLE MAINTENANCE/UPDATE PROVIDER	
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. Accela is the sole provider for this software application. The new permit application is a cloud-based service. Now that the application is live Accela is working alongside County departments and staff to manage it.
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. Accela is the sole provider for this software application.
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. Accela is the sole provider for this software application.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Accela, Inc.	Vendor#: 23818	Dept: Information Technology	Division:
Attn: Becky O'Brien	Email: robrien@accela.com	Attn: Sarah Godzicki	Email: Sarah.Godzicki@dupageco.org
Address: 2633 Camino Ramon, Suite 500	City: San Ramon	Address: 421 N. County Farm Road	City: Wheaton
State: CA	Zip: 94583	State: IL	Zip: 60187
Phone: (925) 359-3334	Fax:	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Accela, Inc.	Vendor#: 23818	Dept: Information Technology	Division: GIS
Attn:	Email:	Attn: Tom Ricker	Email: Tom.Ricker@dupageco.org
Address: P.O. Box 208298	City: Dallas	Address: 421 N. County Farm Road	City: Wheaton
State: TX	Zip: 75320-8298	State: IL	Zip: 60187
Phone: (925) 359-3334	Fax:	Phone: 630-407-5062	Fax:
<i>Shipping</i>		<i>Contract Dates</i>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Feb 21, 2024	Contract End Date (PO25): Feb 20, 2025
Contract Administrator (PO25): Tom Ricker			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Accela Managed Application Services - B&Z	FY24	1100	2810	53020		123,765.00	123,765.00
2	1	EA		Accela Managed Application Services - DOT	FY24	1500	3500	53020		34,000.00	34,000.00
3	1	EA		Accela Managed Application Services - SW	FY24	1600	3000	53020		25,000.00	25,000.00
4	1	EA		Accela Managed Application Services - PW	FY24	2000	2665	53020		16,525.00	16,525.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 199,290.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please send PO to Sarah Godzicki & Tom Ricker and email both when sending to vendor.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Caitlin Carter
Contact Phone: (925) 359 - 3411
Contact Email: ccarter@accela.com
Quote ID: Q-31390
Valid Through: 11/30/2023
Currency: USD

Renewal Order Form

Address Information

Bill To:

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

Ship To:

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

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

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Managed Application Services	Year 1	2/21/2024	2/20/2025	12	\$199,290.00	1	\$199,290.00
TOTAL:							\$199,290.00

Pricing Summary

Period	Net Total
Year 1	\$ 199,290.00
Total	\$ 199,290.00

Renewal Terms/Information:

General Information	
Governing Agreement(s)	This Order Form, including any OnPrem Licenses, Maintenance and Support, and Subscription Services will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired, do not apply or have otherwise been terminated, the following terms at https://www.accela.com/terms/ will govern as applicable, based on the Customer's purchase. For Managed Application Services, our Managed Application Services Policy at https://www.accela.com/terms/ shall apply.

Order Terms	
Order Start Date	<p>Unless otherwise specified in the Special Order Terms:</p> <ul style="list-style-type: none"> • Software Licenses & Subscriptions start on the date of delivery by Accela; • Hosting and Support start on Accela's delivery of the software hosted and/or supported;.
Order Duration	<p>Unless otherwise specified in the Special Order Terms:</p> <ul style="list-style-type: none"> • Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase. • Any Software Licenses or Hardware are one-time, non-refundable purchases. • Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). • Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.
Special Order Terms	<p>This Order Form replaces all previous order forms for the terms listed above and will govern the Software, Maintenance, and/or Services items listed on this Order Form.</p> <ul style="list-style-type: none"> • In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction. • For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.

Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total above will be issued on the Order Start Date.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable net 30 days .
Service Charge	Pricing is based upon payment by ACH or check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.

Special Payment Terms	None unless otherwise specified in this location.
Purchase Order	If Customer requires PO number on invoices, it must be provided below and Customer must provide a copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.
	PO#

Signatures	
Accela, Inc.	Customer
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



11/8/2023

Sarah Godzicki
DuPage County
421 N. County Farm Road
Wheaton, IL 60187

Re: Sole Source Status

Dear Ms. Godzicki:

Please allow me to offer the following information to clarify the source status of Accela, Inc.'s ("Accela") products and services. Accela, as owner and software manufacturer of Accela software products and services, is the sole source provider of technical support and maintenance for all Accela software products and services licensed to DuPage County, IL, including Accela's Managed Application Services. No third-party vendor, company, or entity is authorized to develop new features for, provide development services for, or to maintain these products and services.

If you have any questions or concerns, please contact Madina Sharifi via email at msharifi@accela.com.

Sincerely,

Signature on File

Aaron Haggarty

Chief Legal Officer
Secretary



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: 10/9/2023

Bid/Contract/PO #: _____

Company Name: Accela, Inc.	Company Contact: Contracts Admin
Contact Phone: 925-659-3200	Contact Email: contractsadmin@accela.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.

DocuSign

Authorized Signature **Signature on File**

Printed Name **Aaron Haggarty**
 Title **Chief Legal Officer**
 Date **10/9/2023**

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