



DU PAGE COUNTY

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

Stormwater Management Committee Regular Meeting Agenda

Tuesday, November 4, 2025

7:30 AM

County Board Room

1. **CALL TO ORDER**

2. **ROLL CALL**

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

4. **PUBLIC COMMENT**

5. **APPROVAL OF MINUTES**

5.A. [25-2560](#)

Stormwater Management Regular Meeting Minutes - October 7, 2025.

6. **CONSENT AGENDA**

6.A. [25-2573](#)

Fehr Graham & Associates, LLC - PO 6888-0001-SERV is decreasing in the amount of \$45,290.76 and closing due to purchase order expiring.

6.B. [25-2597](#)

Encap Inc - PO 6994-0001-SERV is decreasing in the amount of \$54,087.35 and closing due to purchase order expiring.

7. **CLAIMS REPORTS**

7.A. [25-2635](#)

Schedule of Claims - October 2025

8. **BUDGET TRANSFERS**

8.A. [25-2556](#)

Budget Transfer to cover the cost of Employee Salary and Medical Insurance for FY25 in the amount of \$175,000. Transfer from: 1600-3000-50080 (Salary & Wage Adjustments) \$104,183, 1600-3000-50099 (New Program Requests-Personnel) \$34,872, 1600-3000-50040 (Part Time Help) \$25,000 and 1600-3000-51000 (Benefit Payments) \$10,945. Transfer to: 1600-3000-50000 (Regular Salaries) \$90,000 and 1600-3000-51040 (Employee Med & Hosp Insurance) \$85,000.

9. **STAFF REPORTS**

9.A. [25-2604](#)

Stormwater Management Program and Events Update.

9.B. [25-2605](#)

Stormwater Management Currents Newsletter for October 2025.

10. ACTION ITEMS10.A. [25-2571](#)

Village of Glendale Heights - PO 7073-0001-SERV - Change Order to extend the contract from November 30, 2025 to November 30, 2027, no change to contract amount. (WQIP Grant)

10.B. [25-2603](#)

Black & Veatch Corporation - PO 7289-0001-SERV - Change Order to extend the contract from November 30, 2025 to November 30, 2026, no change to contract amount.

10.C. [25-2582](#)

Recommendation for the approval of a contract issued to Bay Crane Midwest, LLC, to provide on call crane services as needed to assist with operation and maintenance of flood control facilities, for Stormwater Management, for the period of December 1, 2025 through November 30, 2026, for a contract total not to exceed \$24,508; per bid #22-069-SWM, third and final option to renew.

10.D. [SM-R-0013-25](#)

First Amendment to Resolution SM-R-0176-22, an Intergovernmental Agreement with the Village of Burr Ridge for the Elm Street Culvert Replacement Project, for Stormwater Management, to extend the contract date to January 31, 2026. No change to contract amount.

10.E. [SM-P-0021-25](#)

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, 2025 through November 30, 2026, for a total contract amount not to exceed \$235,000 (\$85,000 Stormwater and \$150,000 Environmental). Per RFP #23-114-SWM, second of three optional renewals.

10.F. [SM-P-0022-25](#)

Recommendation for the approval of a contract issued to V3 Companies, for On Call Drainage Professional Engineering Services, for Stormwater Management, for the period of November 12, 2025 through November 30, 2026, for a contract total amount not to exceed \$75,000. 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). First and only optional renewal.

10.G. [SM-P-0023-25](#)

Recommendation for the approval of a contract issued to Water Well Solutions Illinois, LLC, to furnish all equipment, labor, material, tools and supervision necessary for well cleaning at the Wood Dale - Itasca Reservoir, for Stormwater Management, for the period of December 1, 2025 through November 30, 2026, for a contract total amount not to exceed \$181,889; per lowest responsible bid #25-115-SWM.

10.H. [SM-P-0024-25](#)

Recommendation for the approval of a contract issued to WBK Engineering, LLC, for On Call Professional Engineering Services, for Stormwater Management, for the period of November 12, 2025 through November 30, 2026, for a contract total amount not to exceed \$60,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq. First and only optional renewal.

10.I. [SM-P-0025-25](#)

Recommendation for the approval of a contract issued to Civil & Environmental Consultants, Inc., for on-call land surveying services, for Stormwater Management, for the period of November 12, 2025 to November 30, 2026, for a contract total amount not to exceed \$50,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-bases selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq. First and only optional renewal.

11. INFORMATIONAL11.A. [TE-P-0018-25](#)

Recommendation for the approval of a contract purchase order to Verizon Wireless, for wireless tablet and machine-to-machine services, for the Sheriff's Office, Division of Transportation, Stormwater, and Public Works, for the period of November 16, 2025 through September 30, 2026, for a total contract amount not to exceed \$33,510; contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (State of Illinois Master Contract #CMS793372P).

12. OLD BUSINESS**13. NEW BUSINESS****14. ADJOURNMENT**



Minutes

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

File #: 25-2560

Agenda Date: 11/4/2025

Agenda #: 5.A.



DU PAGE COUNTY

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

Stormwater Management Committee Final Summary

Tuesday, October 7, 2025

7:30 AM

County Board Room

1. CALL TO ORDER

10:00 AM meeting was called to order by Chairman Jim Zay at 7:30 AM.

2. ROLL CALL

Members DeSart and Nero joined remotely at 7:30 AM. A motion was made by Chairman Zay, moved by Member Evans, and seconded by Member Brummel for remote participation. Upon a voicevote, the motion was passed with all ayes.

Additional Board Members present:

Member Deacon-Garcia

Member Krajewski

PRESENT	Brummel, Eckhoff, Evans, Fasules, Hinterlong, Honig, Pulice, Tiesenga, Tornatore, and Zay
REMOTE	DeSart, and Nero

3. CHAIRMAN'S REMARKS - CHAIR ZAY

No remarks were offered by the Chairman.

4. PUBLIC COMMENT

Kay McKeen provided a SCARCE update.

5. APPROVAL OF MINUTES

5.A. [25-2136](#)

Stormwater Management Regular Meeting Minutes - September 2, 2025.

RESULT:	APPROVED
MOVER:	Nunzio Pulice
SECONDER:	Paul Hinterlong
AYES:	Brummel, Eckhoff, Evans, Fasules, Hinterlong, Honig, Pulice, Tiesenga, Tornatore, and Zay
REMOTE:	DeSart, and Nero

6. CLAIMS REPORTS

- 6.A. [25-2348](#)
Schedule of Claims - September 2025

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	David Brummel
SECONDER:	Paul Hinterlong
AYES:	Brummel, Eckhoff, Evans, Fasules, Hinterlong, Honig, Pulice, Tiesenga, Tornatore, and Zay
REMOTE:	DeSart, and Nero

7. STAFF REPORTS

- 7.A. [25-2210](#)
Stormwater Management Program and Events Update.

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Paul Hinterlong
SECONDER:	Nunzio Pulice
AYES:	Brummel, Eckhoff, Evans, Fasules, Hinterlong, Honig, Pulice, Tiesenga, Tornatore, and Zay
REMOTE:	DeSart, and Nero

- 7.B. [25-2211](#)
Stormwater Management Currents Newsletter for September 2025.

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Paul Hinterlong
SECONDER:	Nunzio Pulice
AYES:	Brummel, Eckhoff, Evans, Fasules, Hinterlong, Honig, Pulice, Tiesenga, Tornatore, and Zay
REMOTE:	DeSart, and Nero

- 7.C. [25-2351](#)
New Cost Share Program - Residential Drainage Assistance Program.

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Paul Hinterlong
SECONDER:	Nunzio Pulice

AYES:	Brummel, Eckhoff, Evans, Fasules, Hinterlong, Honig, Pulice, Tiesenga, Tornatore, and Zay
REMOTE:	DeSart, and Nero

8. ACTION ITEMS

8.A. [25-2209](#)

Action Requested: Staff is requesting approval to open the Water Quality Improvement Program Grant for FY2026. Submission deadline is January 2, 2026.

RESULT:	ACCEPTED
MOVER:	Lucy Evans
SECONDER:	Nunzio Pulice
AYES:	Brummel, Eckhoff, Evans, Fasules, Hinterlong, Honig, Pulice, Tiesenga, Tornatore, and Zay
REMOTE:	DeSart, and Nero

8.B. [25-2299](#)

SM-P-0021A-24 - Amendment to Resolution SM-P-0021-24, issued to Copenhaver Construction, Inc., for the St. Joseph Creek Condominium Drainage Improvements Project – Building C, for Stormwater Management, to increase the contract total amount by \$59,300, resulting in an amended contract total amount not to exceed \$1,779,715.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Lucy Evans
SECONDER:	Sam Tornatore
AYES:	Brummel, Eckhoff, Evans, Fasules, Hinterlong, Honig, Pulice, Tiesenga, Tornatore, and Zay
REMOTE:	DeSart, and Nero

8.C. [25-2312](#)

SM-P-0022A-24 - Amendment to Resolution SM-P-0022-24, issued to Copenhaver Construction, Inc., for the St. Joseph Creek Condominium Drainage Improvements Project – Buildings A & B, for Stormwater Management, to increase the contract total amount by \$70,100, resulting in an amended contract total amount not to exceed \$2,105,971.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paul Hinterlong
SECONDER:	Lucy Evans

AYES:	Brummel, Eckhoff, Evans, Fasules, Hinterlong, Honig, Pulice, Tiesenga, Tornatore, and Zay
REMOTE:	DeSart, and Nero

8.D. [FI-R-0144-25](#)

Acceptance of an extension of time for the Illinois Environmental Protection Agency Section 319(h) Nonpoint Source Pollution Control Financial Assistance Program Intergovernmental Agreement No. 3192207, Company 5000 - Accounting Unit 3065. (Stormwater Management)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Lucy Evans
SECONDER:	Paul Hinterlong
AYES:	Brummel, Eckhoff, Evans, Fasules, Hinterlong, Honig, Pulice, Tiesenga, Tornatore, and Zay
REMOTE:	DeSart, and Nero

9. **INFORMATIONAL**9.A. [FM-P-0042-25](#)

Recommendation for the approval of a contract to GenServe LLC, for semi-annual inspection, preventive maintenance, and emergency call out service for campus backup emergency generators, for the period of November 1, 2025 through October 31, 2027, for a contract total amount not to exceed \$138,832; per renewal option under bid award #23-099-FM. First and final option to renew. (\$97,920 for Facilities Management, \$15,000 for the Division of Transportation, \$9,912 for Stormwater, and \$16,000 for ETSB)

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Lucy Evans
SECONDER:	Nunzio Pulice
AYES:	Brummel, Eckhoff, Evans, Fasules, Hinterlong, Honig, Pulice, Tiesenga, Tornatore, and Zay
REMOTE:	DeSart, and Nero

10. **OLD BUSINESS**

Chairman Zay thanked Staff for a successful EPA Seminar.

11. **NEW BUSINESS**

Director Hunn mentioned the award of \$4 million dollars from the County Board Chair' FY26

Budget for improvements to the Elmhurst Quarry.

12. ADJOURNMENT

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



Consent Item

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

File #: 25-2573

Agenda Date: 11/4/2025

Agenda #: 6.A.

Consent
SWM 11/A
OB 11/12

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division
Revised 10-01-2025

Date: Oct 16, 2025

File ID #:

Purchase Order #: 6888-0001 SERV	Original Purchase Order Date: Feb 13, 2024	Change Order #: 2	Department: Stormwater Management
Vendor Name: Fehr Graham & Associates LLC		Vendor #: 38645	Dept. Contact: Alicia Favela
Action Requested and Reason for Change Order Request: This purchase order is decreasing in the amount of \$45,290.76 and closing due to the purchase order expiring.			

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	\$165,000.00
B	Net \$ Change for Previous Change Order	\$0.00
C	Current Contract Amount (A + B)	\$165,000.00
D	Amount of this Change Order ☐ Increase ☒ Decrease	(\$45,290.76)
E	New Contract Amount (C + D)	\$119,709.24
F	Cumulative Change Order Amount (B + D)	(\$45,290.76)
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-27.45%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- ☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤ 59 Days) ☐ Update Budget Code
- ☐ Change Budget Code From: _____ to: _____
- ☐ Increase/Decrease Quantity From: _____ to: _____
- ☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines
- ☒ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- ☐ Contract Extension Greater Than 59 Days From _____ to: _____ ☐ Cancel Contract
- ☐ Cumulative Increase Greater Than \$10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

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

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - Initials Only

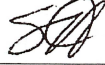
afp
Prepared By

6698

Phone Ext.

Oct 16, 2025

Date


Recommended for Approval

6676

Phone Ext.

10.17.25

Date


Reviewed by Procurement Officer

10/21/2025
Date

Completed by Buyer

Date



Consent Item

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

File #: 25-2597

Agenda Date: 11/4/2025

Agenda #: 6.B.

Consent
SWM 11/4
CB 11/12

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Date: Oct 16, 2025

File ID #:

Purchase Order #: 6994-0001 SERV	Original Purchase Order Date: May 1, 2024	Change Order #: 3	Department: Stormwater Management
Vendor Name: Encap Inc.		Vendor #: 11160	Dept. Contact: Alicia Favela
Action Requested and Reason for Change Order Request: This purchase order is decreasing in the amount of \$54,087.35 and closing due to the purchase order expiring.			

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	\$100,000.00
B	Net \$ Change for Previous Change Order	\$0.00
C	Current Contract Amount (A + B)	\$100,000.00
D	Amount of this Change Order ☐ Increase ☒ Decrease	(\$54,087.35)
E	New Contract Amount (C + D)	\$45,912.65
F	Cumulative Change Order Amount (B + D)	(\$54,087.35)
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-54.09%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- ☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code
- ☐ Change Budget Code From: _____ to: _____
- ☐ Increase/Decrease Quantity From: _____ to: _____
- ☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines
- ☒ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- ☐ Contract Extension Greater Than 59 Days From _____ to: _____ ☐ Cancel Contract
- ☐ Cumulative Increase Greater Than \$10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

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

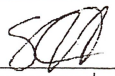
Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - Initials Only

afp
Prepared By

6698
Phone Ext.

Oct 16, 2025
Date


Recommended for Approval

6676
Phone Ext.

10.17.25
Date


Reviewed by Procurement Officer

10/23/2025
Date

Completed by Buyer

Date



Payment of Claims

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

File #: 25-2635

Agenda Date: 11/4/2025

Agenda #: 7.A.

DUPAGE COUNTY STORMWATER MANAGEMENT
SCHEDULE OF CLAIMS
Oct-25

Vendor	Service	Amount
Illinois Water Enviro	MS4 Implem Workshop 10/10 Falsey/Galvan	\$185.00
Black & Veatch	Prof Engineering	\$28,939.29
DuPage County IT	GIS ERP charges FY24	\$108.01
DuPage County IT	GIS Adobe & Network charges FY24	\$1,776.16
DuPage County IT	ERP charges FY24	\$3,996.37
DuPage County IT	Adobe & Network charges FY24	\$32,422.81
DuPage County PW	3rd Qtr. labor charges	\$721.00
Gasperec Elberts	Surveying services	\$11,540.20
IAA	Annual Conference Edwards	\$310.00
Home Depot	Various supplies	\$44.92
Menards	Various supplies	\$22.48
Pizzo	Native Vegetation Mntce	\$3,694.40
A Block	Truck Tipping	\$40.00
A Block	Truck Tipping	\$40.00
A Block	Truck Tipping	\$40.00
Alta Equipment	Mower Supplies	\$144.48
Home Depot	Bucket	\$3.98
Home Depot	Cement	\$53.94
Home Depot	Diamond Blade	\$89.97
Home Depot	Fence Rails	\$49.02
Russo	Rope	\$327.99
Russo	Rope	\$327.99
AT & T	Phone Services	\$54.35
AT & T	Phone Services	\$81.75
AT & T	Phone Services	\$93.17
AT & T	Phone Services	\$101.64
AT & T	Phone Services	\$56.34
Nicor Gas	301W School St Natural Gas Service	\$63.96
A Block	Truck Tipping	\$40.00
Comcast	Ethernet services	\$380.26
Conserv FS	staples for straw mat	\$39.00
V3 Construction	Native Vegetation Mntce	\$6,049.94
AT & T	Ethernet services	\$1,922.65
City of WoodDale	Water/Sewer 301 School St	\$43.81
ComEd	0 E Fanchon 1S Electric services	\$245.63
ComEd	4013 Washington - Electric Services	\$30.28
ComEd	397 Illini Dr Electric services	\$182.06
ComEd	0 S Irving Park - Electric Services	\$36.74
Menards	Various Supplies	\$1.96
Menards	Various Supplies	\$37.60
ODP	Various Supplies	\$14.14
ODP	Various Supplies	\$49.59
Grainger	Cam & Groove adapter	\$19.10
Grainger	Garden hose reel	\$253.31
On Target Wildlife	Beaver trap/removal	\$1,000.00

Signal 88	Security Services	\$1,200.00
Amazon	Replacement Propellers	\$19.79
DuPage County B & Z	FY25 Accela/Velosimo Reimb.	\$75,207.40
ERA	Prentiss Creek Watershed	\$11,036.90
Gasvoda	Transducer & cable	\$1,833.00
Toshiba	Copier svcs- OCT 2025	\$60.31
Toshiba	Copier svcs- OCT 2025	\$174.65
A Block	Truck Tipping	\$40.00
A Block	Truck Tipping	\$40.00
Christopher B. Burke	Prof services	\$1,898.40
ComEd	4525 River - Electric Services	\$44.71
ComEd	4723 River - Electric Services	\$57.36
ComEd	4525 Dumoulin - Electric Services	\$84.74
ComEd	4720 Dumoulin - Electric Services	\$92.53
ComEd	701 W Third - Electric Services	\$27.06
ComEd	0 N School - Electric Services	\$734.87
Menards	Catch Basin	\$65.97
SCARCE	Prof services	\$7,083.33
ODP	office supplies	\$38.73
Excel Electric	Generator installation	\$194,692.86
FirstNet AT & T	wireless svc- Sep 2025	\$2,196.80
Globetrotters	On-call services	\$9,899.90
Vulcan	rip rap stone	\$1,370.50
AT & T	Long Distance Services	\$50.97
AT & T	Phone Services	\$57.03
Nicor Gas	800 N River Rd Natural Gas Service	\$166.10
Alta Equipment	mower part	\$50.85
AT & T	Phone Services	\$56.89
Burris Equipment	Chipper parts	\$62.04
Ciorba	Prof Engineering	\$4,302.20
ComEd	0 S Hagar 1W088 Electric services	\$40.51
ComEd	150 N State Rt.83 Electric services	\$166.17
Conservation Foundation	Water Quality Education	\$331.48
DuPage County	Copy Paper case	\$77.78
DuPage Topsoil	6 wheel topsoil	\$520.00
ECT	HSPF hydrology	\$2,898.00
ERA	Floodplain Mapping	\$1,331.05
Forestry	Soil Sampler	\$254.73
Globetrotters	On-call services	\$8,476.22
Hanes	siltworm	\$130.20
Home Depot	Various supplies	\$48.71
Home Depot	insect killer/trap	\$38.91
Illinois Tollway	Tollway Charges 7/1/25-9/30/25	\$646.00
Packey Webb	spare keys	\$281.36
Pizzo	Native Vegetation Mntce	\$2,454.04
Russo	mower oil	\$34.68
Russo	mower parts	\$91.76
V3 Companies	On-call services	\$6,942.77
V3 Construction	Native Vegetation Mntce	\$25,685.34
WBK	Prof Engineering	\$6,046.29

Willowbrook Ford	Vehicle repairs SWM #55	\$436.84
DuPage County	MEDG Catering	\$62.90
A & W Trailer	Pintle Plate	\$104.99
AT & T	Phone Services	\$85.36
CDM Smith	Electrical Imprvmts	\$3,900.60
Home Depot	Various Supplies	\$45.39
Menards	Repellent/sun screen	\$93.91
Northern Illinois University	Room Rental Oct. 2	\$1,220.00
Northern Illinois University	Catering for Oct. 2	\$1,320.00
Squirrel Auto Glass	Windshield replacement SWM#55	\$300.00
Trotter	On-call services	\$687.00
Forestry Suppliers	soil probes	\$254.73
Graybar	Electrical products	\$84.44
Graybar	Electrical products	\$7.52
Home Depot	Cleaning Solution	\$10.98
Home Depot	Brake Cleaner	\$52.83
ILCMA	Job posting fee	\$50.00
Rocky Mountain BioAg	Soil probe	\$129.95
Russo	Loader Bucket for Dingo	\$1,470.00



Budget Transfer

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

File #: 25-2556

Agenda Date: 11/4/2025

Agenda #: 8.A.

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 1, 2024

From: 1600
Company #

STORMWATER MANAGEMENT
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
3000	50080		SALARY & WAGE ADJUSTMENTS	\$ 104,183.00	104,183.00	0	10/16/25
3000	50099		NEW PROGRAM REQUESTS-PERSONNEL	\$ 34,872.00	34,872.00	0	10/16/25
3000	50040		PART TIME HELP	\$ 25,000.00	25,000.00	0	10/16/25
3000	51000		BENEFIT PAYMENTS	\$ 10,945.00	41,669.92	30,724.92	10/16/25
Total				\$ 175,000.00			

To: 1600
Company #

STORMWATER MANAGEMENT
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
3000	50000		REGULAR SALARIES	\$ 90,000.00	375,189.45	465,189.45	10/16/25
3000	51040		EMPLOYEE MED & HOSP INSURANCE	\$ 85,000.00	(25,196.37)	59,803.63	10/16/25
Total				\$ 175,000.00			

Reason for Request:

A budget transfer is necessary to cover Salaries and employee insurance for FY25.

Department Head

Chief Financial Officer

Activity

[optional]

10.14.25
Date
10/17/25
Date

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

Finance Department Use Only			
fiscal Year <u>25</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

SW - 11/4/25
FIN/CB - 11/12/25



Staff Report

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

File #: 25-2604

Agenda Date: 11/4/2025

Agenda #: 9.A.



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services



STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

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

SUBJECT: Stormwater Program Update November 2025

DATE: November 4, 2025

Watershed Planning

Prentiss Creek Watershed Plan:

The existing conditions hydraulic model of the Prentiss Creek Watershed is being updated and results computed for the entire historical series of rainfall events. Our consultant revised some of the interior catchment areas of the watershed, and staff has received the new catchment shapefile from the consultant. Staff has completed the re-run of the land cover for the FEQ model based on the new catchment areas and sent over to our consultant for their use. The first watershed plan stakeholder meeting was conducted on September 25, 2025, and no further problem areas were identified at the meeting. The existing conditions model should be finalized before the end of the year. The FEQ model updates for the proposed projects and alternatives will start after the existing conditions are finalized. The Prentiss Creek Watershed includes portions of Downers Grove, Woodridge, Darien, Lisle, and Unincorporated DuPage County.

Facilities/Operations/ Shared Services Projects

Shared Services/Drainage Projects:

The 90th and Kaye Lane drainage project kicked off with lining of a deteriorating metal pipe within the project footprint. Staff is preparing for the remaining work associated with this property by purchasing the remaining materials to install storm sewer in the Kaye Lane right of way. This project is still expected to be completed this fall. This project is fully funded by a grant obtained from the Department of Commerce and Economic Opportunity (DCEO).

Facilities/Operations:

Staff continues to monitor rainfall forecasts, stream elevations and rainfall gages throughout the County and are prepared to operate the County's flood control facilities as needed.

At the Elmhurst Quarry, work on the existing catwalk in the West Lobe is ongoing, with final completion expected in the upcoming weeks. When complete, deteriorated steel will be replaced and the entire catwalk will be repainted to preserve its integrity.

At the Armstrong Park Flood Control Facility, a new generator was delivered and installed. Staff is working with both contractors to complete installation, programming, testing, and training on this new equipment.

Water Quality

The Water Quality Improvement Program Grant application period runs through January 2nd. Eligible projects include stream restoration, detention basin retrofit, shoreline stabilization, native plantings, and green building technologies that reduce or filter stormwater runoff. Both public and private organizations are eligible to apply for financial assistance.

Regulatory

The demand for stormwater regulatory services remains exceptionally high. Staff are currently managing a significant volume of core activities, including permit reviews, pre-application meetings, wetland boundary verifications, and consultations with applicants and their consultants. To address the increased demand for pre-application meetings, we've added pre-application meeting slots available each week. Beyond the day-to-day review workload, staff are also making steady progress on the Stormwater Ordinance Guidance Document.

ARPA Projects

The St. Joseph Creek Condominiums flood gate and flood wall projects are nearing completion. All five flood gates have been installed. Installation of all storm sewer, pavement, and concrete work has been completed. Installation of trees and shrubs has been also been completed, with final landscaping under way. Final completion is expected to be met this fall, with permit signoff before the end of next year.

IEPA Section 319 Grant Project

The Winfield Creek/Campus Streambank Stabilization Project broke ground mid-July. The contractor, Semper Fi Landscaping, Inc., has substantially completed the project. This includes placement of stone along the stream banks for stabilization, stabilized outfalls to prevent future erosion, new riffles constructed in the stream to provide better habitat and water quality, and native seed, trees, and shrubs installed within the project footprint. This project was made possible by an Illinois EPA Section 319 Grant that will reimburse the department for 60% of qualifying expenses.

Upcoming DuPage County Stormwater Management (SWM) Events

Date	Time	Event	Location	Host Organization	SWM Involvement	Audience	Register/Info
10/29/2025	6:30-8PM	Winter Chloride Watchers Training	Hinsdale Public Library	TCF	Sponsor	General Public	More Info
11/4/2025	12PM-1PM	"Be Salt Smart and Protect Your Landscaping" Webinar	Virtual	TCF	Sponsor	General Public	More Info
11/13/2025	8AM-12PM	Green Infrastructure Seminar for MS4 Communities	421 Building Atrium	SWM	Host	MS4 Professionals	TBA



Staff Report

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

File #: 25-2605

Agenda Date: 11/4/2025

Agenda #: 9.B.



DuPage County Stormwater Management News & Updates

DuPage County, Illinois sent this bulletin at 10/24/2025 11:26 AM CDT

October 2025

[View this email in your browser](#)



SWM Accepting Water Quality Grant Applications



Click the image above to explore the Water Quality Improvement Program Story Map.

The DuPage County Stormwater Management Planning Committee voted in October to begin accepting grant proposals for projects aimed at improving the quality of the County's waterbodies. In its 27th year, the Water Quality Improvement Program (WQIP) grant awards funding for projects exhibiting a regional water quality benefit, including green infrastructure and ecological restoration projects. Under the program, organizations and individuals may apply for reimbursement of up to 25 percent of construction costs for portions of projects that improve water quality. Since the program began, SWM has awarded over \$6.9 million

dollars to 120 projects across the County. The application deadline is Friday, January 2, 2025. Click below for more information and a link to the online application.

[More Info](#)

Around Town

This month, SWM and SCARCE awarded a Water Quality Flag to Warrenville Park District for their efforts to protect water quality. Warrenville Park District has accomplished much to earn their flag, including installing water filling stations and rain barrels, planting native plants across facilities, applying storm drain medallions, and other initiatives. SWM Chair Jim Zay and SCARCE staff presented the flag to the District's Environmental Awareness Committee at their Board of Commissioners Meeting.



SWM Chair Jim Zay, SCARCE Founder Kay McKeen, SCARCE staff and Warrenville Park District staff hold up the Water Quality Flag at a board meeting in Warrenville.

SWM Hosts Successful Professional Training for Pollution Prevention



SWM Chair Jim Zay welcomes the crowd of professionals from across the County before presentations at NIU Naperville Conference Center.

In early October, SWM hosted the annual Pollution Prevention Seminar for MS4 Communities. Municipal engineers, field crews and consultants gathered at NIU Naperville Conference Center to hear presentations revolving around the new MS4 permit issued by the Illinois Environmental Protection Agency (IEPA), as well as best practices around deicing roads while reducing salt use.

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.

Leaf Management = Stormwater Management



Leaves left on your yard or sidewalk can clog storm drains, which spells trouble when the rain comes!

SWM is encouraging DuPage County residents to dispose of leaves properly this fall. When leaves blow into storm sewers and waterways, they leach excess nutrients which can pollute waterways. Leaves can also block storm drains, which can cause localized flooding. Residents can avoid these issues by composting, bagging and mulching leaves. Check out the video below for helpful tips!

[More Info](#)

Upcoming Events

Winter Chloride Watchers Training in Hinsdale

Wednesday, October 29, 2025, 6:30 P.M. - 8:00 P.M.

Join the Conservation Foundation at Hinsdale Public Library to learn how to be a Winter Chloride Watcher! The program is a once-a-month commitment through the winter to testing a local waterway for chlorides, and reporting your results. This training session will teach you everything you need to know to make your work as easy as possible. Click the link below to register!

[More Info](#)

Be Salt Smart and Protect Your Native Landscaping (Virtual)

Tuesday, November 4, 2025, 12:00 P.M. - 1:00 P.M.

Winters 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. Once salt goes down, it doesn't go away. Excess salt harms plants and soil, degrades our rivers, wetlands and groundwater, and damages

vehicles and buildings. Learn from the Salt Smart Collaborative about practices that use less salt as well as salt-tolerant plant selections you can use to protect your home or business while not sacrificing safety during the winter. Sponsored by DuPage County Stormwater Management

[More Info](#)

Green Infrastructure Seminar for MS4 Communities

Thursday, November 13, 2025, 8:00 A.M. - Noon

SWM is hosting our annual training for municipal staff and consultants on Green Infrastructure in-person at the DuPage County Campus Auditorium. This seminar is for employees of DuPage County MS4 municipalities/townships, and not open for the public. If you are a community employee or consultant and have not received an invitation to register, please contact Raul Galvan at raul.galvan@dupagecounty.gov.

Public Roads Deicing Virtual Workshop

Various dates, check link below for details

The DuPage River Salt Creek Workgroup is partnering with multiple organizations to host virtual and in-person winter deicing workshops for public agencies. The purpose of the workshops is to educate attendees on alternatives to traditional salting practices and methods that may reduce the presence of chloride in waterways, while keeping roads safe. Registration is \$35 for in-person attendance and \$85 for virtual, and attendance is only necessary at one of the six workshops.

[More Info](#)

Parking Lots & Sidewalks Deicing Workshops

Various dates, check link below for details

The DuPage River Salt Creek Workgroup is partnering with multiple organizations to host virtual and in-person winter deicing workshops for public agencies. The purpose of the workshops is to educate attendees on alternatives to traditional salting practices and methods that may reduce the presence of chloride in waterways, while keeping parking lots and sidewalks safe. Registration is \$35 for in-person and \$85 for virtual attendance, and attendance is only necessary at one of the two workshops.

[More Info](#)



Stormwater Management Planning Committee

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

David Brummel | Dawn DeSart | Lucy Chang Evans

Grant Eckhoff | Gary Fasules | Andrew Honig

Paul Hinterlong | Steve Nero | Nunzio Pulice

Edward N. Tiesenga | Sam Tornatore

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

Subscribe to updates from DuPage County, Illinois

Email Address e.g. name@example.com

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Change Order

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

File #: 25-2571

Agenda Date: 11/4/2025

Agenda #: 10.A.

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Consent
SWM 11/4
CB 11/12

Date: Oct 6, 2025

File ID #:

Purchase Order #: 7073-0001 SERV	Original Purchase Order Date: May 14, 2024	Change Order #: 1	Department: Stormwater Management
Vendor Name: Village of Glendale Heights		Vendor #: 10228	Dept. Contact: Alicia Favela Perez
Action Requested and Reason for Change Order Request: Time extension through November 30, 2027, decrease Line 1 FY25 by \$90,000.00 and create new line FY27 1600-3000-53830, there is no change in the contract amount.			

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	\$90,000.00
B	Net \$ Change for Previous Change Order	\$0.00
C	Current Contract Amount (A + B)	\$90,000.00
D	Amount of this Change Order ☐ Increase ☐ Decrease	\$0.00
E	New Contract Amount (C + D)	\$90,000.00
F	Cumulative Change Order Amount (B + D)	\$0.00
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- ☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (59 Days) ☐ Update Budget Code
- ☐ Change Budget Code From: _____ to: _____
- ☐ Increase/Decrease Quantity From: _____ to: _____
- ☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines
- ☐ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- ☒ Contract Extension Greater Than 59 Days From Nov 30, 2025 to: Nov 30, 2027 ☐ Cancel Contract
- ☐ Cumulative Increase Greater Than \$10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Extension required due to delays from other funding sources. Project will be completed within 24 months.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

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

Staff recommend extending the contract for the requested 24 months as the project will significantly improve the water quality of Lake Becerra, Armitage Creek, and the East Branch DuPage River. Staff does not recommend canceling the contract, as the project may never be completed.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

FY 2025: \$0

FY 2026: \$0

FY 2027: \$90,000

Approved Budget Amount: \$90,000

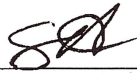
Account Number: 1600-3000-53830

APPROVALS - Initials Only

afp
Prepared By

6698
Phone Ext.

Oct 7, 2025
Date


Recommended for Approval

6676
Phone Ext.

10.8.25
Date


Reviewed by Procurement Officer

10/9/2025
Date

Completed by Buyer

Date



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance



STORMWATER MANAGEMENT

630-407-6700
stormwatermgmt@dupageco.org

www.dupageco.org/swm

MEMORANDUM

TO: Stormwater Management Planning Committee

FROM: Claire Kissane, Stormwater Management

SUBJECT: Time Extension Request for Lake Becerra Shoreline Restoration and Naturalization Project

DATE: October 6, 2025

The Stormwater Management Planning Committee's Water Quality Improvement Program (WQIP) assists qualified applicants with funding projects that benefit water quality through the reduction of pollutant loads, including total suspended solids, nutrients, metals, and chlorides, into the County's impaired waterways. Through the WQIP, qualified projects are funded at a maximum of twenty-five percent of the project's construction costs depending on the availability of funds and expected water quality benefits.

Glendale Heights' Lake Becerra Shoreline Restoration and Naturalization Project was awarded WQIP Grant funding in FY 2024 following recommendations by the staff selection team and approved by the Stormwater Committee. The original schedule called for project completion by November 30, 2025. However, delays from additional funding sources have postponed the expected project completion date by several months. The Village is requesting a 24-month time extension, with the project completed by November 30, 2027.



September 30, 2025

DuPage County
Department of Stormwater Management
421 N. County Farm Rd.
Wheaton, IL 60187

Attention: Claire Kissane, Water Quality Specialist

Subject: Request for Grant Extension - Water Quality Improvement Program (WQIP)
Glendale Heights – Lake Becerra Shoreline Restoration and Naturalization Project

Dear Ms. Kissane:

In accordance with Section 8.2 – AMENDMENT OR MODIFICATION OF THIS AGREEMENT of the Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Glendale Heights for the subject project, the Village is requesting a twenty-four (24) month extension due to circumstances described below. The current agreement states the project shall be completed by November 30, 2025. If approved, the revised date for the grant extension shall be November 30, 2027.

Upon receipt of the award notice from the County (March 2024), the Village executed an agreement to perform a full topographic survey of the project limits and preliminary design engineering. The survey is complete and preliminary design engineering is underway.

In addition to the WQIP grant the Village secured, a funding request was also made to the Illinois Environmental Protection Agency (IEPA) in April 2024 for consideration through their Section 319(h) – Nonpoint Source Pollution Control Program. In June 2025, the Village was notified that this project was not selected for funding. The Village believes this is a strong project that meets the qualifications for funding through the Section 319(h) Program. Therefore, the Village reapplied for funding in July 2025.

It is anticipated that the IEPA will select projects for funding in late spring 2026. Upon notice of funding, the Village will move to final engineering and initiate regulatory permit submittals. Based on our proposed project schedule, construction is expected to start winter 2026/2027 for a contract completion of approximately September 30, 2027. The remaining time to the proposed grant extension deadline will be used for documentation, processing pay requests, and project closeout.

The Village is sincerely thankful to the County for their participation in this project to help improve the water quality and beautification of Lake Becerra.

Your consideration of this request is appreciated. If you have any questions, please do not hesitate to contact me at (630) 260-6040, or our Village Engineer Andrew Pufundt, with Christopher B. Burke Engineering, Ltd. at (847) 823-0500.

Sincerely,



Jeff McCumber
Director of Public Works

cc: Doug Flint – Glendale Heights
Scott Nielsen – Glendale Heights
Andrew Pufundt – CBBEL
Jedd Anderson - CBBEL



Change Order

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

File #: 25-2603

Agenda Date: 11/4/2025

Agenda #: 10.B.

Consent
SWM 11/4
CB 11/12

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Date: Oct 17, 2025

File ID #:

Purchase Order #: 7289-0001-SERV	Original Purchase Order Date: 10/8/2024	Change Order #: 1	Department: Stormwater Management
Vendor Name: Black and Veatch Corporation		Vendor #: 20660	Dept. Contact: Jamie Lock
Action Requested and Reason for Change Order Request: Contract Extension to November 30, 2026 and decrease line 2 FY25 1600-3000-53010 by \$75,000.00 and create new line FY26 1600-3000-53010 - extend time of contract to cover tasks identified in the original scope, with no change to the contract amount.			

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	\$350,000.00
B	Net \$ Change for Previous Change Order	\$0.00
C	Current Contract Amount (A + B)	\$350,000.00
D	Amount of this Change Order ☐ Increase ☐ Decrease	\$0.00
E	New Contract Amount (C + D)	\$350,000.00
F	Cumulative Change Order Amount (B + D)	\$0.00
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- ☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code
- ☐ Change Budget Code From: _____ to: _____
- ☐ Increase/Decrease Quantity From: _____ to: _____
- ☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines
- ☐ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- ☒ Contract Extension Greater Than 59 Days From 11/30/2025 to 11/30/2026 ☐ Cancel Contract
- ☐ Cumulative Increase Greater Than \$10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

The existing contract with Black and Veatch needs to be extended to allow for all tasks in the initial scope to be accomplished. The project team is prepared to assist Stormwater Management staff with both the bidding process and construction phase of work associated with the Elmhurst Quarry Highwall. Both of these tasks will extend past the original contract end date, with construction taking place in 2026 due to this type of work not projected to take place over the winter months.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

This contract was vetted based on the County's Qualified Based Selection (OBS) process.

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

- 1) Staff recommends to extend the existing contract, with no change to the contract amount.
- 2) Without a contract extension, additional engineers would need to be hired in the department with expertise necessary in this field, or
- 3) A new consultant would need to be vetted and contracted, which process would extend past the timeline for the project.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

FY24 1600-3000-53010 \$50,000.00

FY25 1600-3000-53010 \$225,000.00

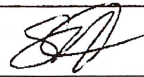
FY26 1600--3000-53010 \$75,000.00

APPROVALS - Initials Only

JCL
Prepared By

6705
Phone Ext.

Oct 17, 2025
Date


Recommended for Approval

10676
Phone Ext.

10-23-25
Date


Reviewed by Procurement Officer

10/23/2025
Date

Completed by Buyer

Date



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Black & Veatch Corporation
CONTACT PERSON:	Faruk Oksuz, PE
CONTACT EMAIL:	OksuzF@bv.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

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

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Faruk Oksuz

Signature:  oksuzr@bv.com

Title: Vice President

Date: October 17, 2025



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Fehr Graham Engineering & Environmental
CONTACT PERSON:	Alberto Sanchez
CONTACT EMAIL:	asanchez@fehrgraham.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

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

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Kristen Diehl

Signature: 

Title: Senior Accounting Analyst

Date: 10/21/25



Stormwater Requisition under \$30,000

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

File #: 25-2582

Agenda Date: 11/4/2025

Agenda #: 10.C.



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: 22-069-SWM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$24,508.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/04/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$98,032.00
	CURRENT TERM TOTAL COST: \$24,508.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: THIRD RENEWAL
Vendor Information		Department Information	
VENDOR: Bay Crane Midwest LLC	VENDOR #: 47045	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Fred Hunssinger	VENDOR CONTACT PHONE: 815-723-2829	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: fhunssinger@baycrane.com	VENDOR WEBSITE: https://baycrane-mw.com/	DEPT REQ #: 1600-2524	
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.). \$24,508 - Third Renewal (final). On Call Crane Services for Stormwater Management to assist the department with heavy lifting of existing county owned equipment. As part of the operations and maintenance of the county's flood control facilities, crane services are occasionally needed to hoist pumps, chains, pipes, and other apparatuses.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Bid #22-069-SWM			

SECTION 2: DECISION MEMO REQUIREMENTS

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

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Bay Crane Midwest LLC	Vendor#: 47045	Dept: Stormwater Management	Division:
Attn: Fred Hunssinger	Email: fhunssinger@baycrane.com	Attn: Jamie Lock	Email: jamie.lock@dupagecounty.gov
Address: 2299 Performance Way,	City: Columbus	Address: 421 N. County Farm Road	City: Wheaton
State: OH	Zip: 43207	State: IL	Zip: 60187
Phone: 815-723-2829	Fax:	Phone: 630-407-6705	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2025	Contract End Date (PO25): Nov 30, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		On Call Crane Services per lowest responsible bidder (Bid 22-069-SWM)	FY26	1600	3000	53410		24,508.00	24,508.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 24,508.00

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 County of DuPage
Finance Department
Procurement Division, Room 3-400
421 North County Farm Road
Wheaton, Illinois 60187

CONTRACT RENEWAL AGREEMENT

This contract made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Bay Crane Midwest LLC located at 2299 Performance Way, Columbus, OH 43207, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-069-SWM which became effective on 6/7/2022 and which will expire 11/30/2025. The contract is subject to the third and final option to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 11/30/2026.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

THE COUNTY OF DUPAGE

SIGNATURE

Henry Kocker

PRINTED NAME

Buyer I

PRINTED TITLE

DATE

CONTRACTOR



SIGNATURE

Fred Hunssinger

PRINTED NAME

Regional Manager

PRINTED TITLE

10-16-25

DATE

PRICE

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

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	50 TON CRANE	HR	10	\$ 337.00	\$ 3,370.00
2	60 TON CRANE	HR	10	\$ 375.00	\$ 3,750.00
3	70 TON CRANE	HR	12	\$ 396.00	\$ 4,752.00
4	90 TON CRANE	HR	12	\$ 428.00	\$ 5,136.00
5	COUNTERWEIGHT TRANSPORTATION (ROUND TRIP)	EA	5	1,000.00 \$	5,000.00 \$
6	PERMITS (ROUND TRIP)	EA	5	\$ 500.00	\$ 2,500.00
GRAND TOTAL					24,508.00 \$

" All Cranes Are 8 Hour Minimums "

QUOTE SIGNATURE PAGE
ON-CALL CRANE SERVICE 22-069-SWM

X _____ **Project Manager**
_____ (Signature and Title)

5/19/22
_____ (Date)

QUOTATION MUST BE SIGNED FOR CONSIDERATION

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Business Name of Bidder	Gatwood Crane Service
Main Business Address	2345 E. Hamilton Rd.
City, State, Zip Code	Arlington Heights, IL 60005
Telephone Number	847-364-1400
Email Address	abrooks@gatwoodcrane.com
Bid Contact Person	Al Brooks



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
ON-CALL CRANE SERVICE 22-069-SWM
BID TABULATION

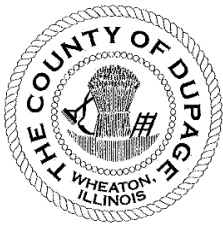


NO	ITEM	UOM	QTY	GATWOOD CRANE SERVICES		LA GRANGE CRANE SERVICE		STEVENSON CRANE SERVICES	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	50 TON CRANE	HR	10	\$ 337.00	\$ 3,370.00	\$ 385.00	\$ 3,850.00	\$ 450.00	\$ 4,500.00
2	60 TON CRANE	HR	10	\$ 375.00	\$ 3,750.00	\$ 395.00	\$ 3,950.00	\$ 450.00	\$ 4,500.00
3	70 TON CRANE	HR	12	\$ 396.00	\$ 4,752.00	\$ 405.00	\$ 4,860.00	\$ 500.00	\$ 6,000.00
4	90 TON CRANE	HR	12	\$ 428.00	\$ 5,136.00	\$ 425.00	\$ 5,100.00	\$ 585.00	\$ 7,020.00
5	COUNTERWEIGHT TRANSPORTATION (ROUND TRIP)	EA	5	\$ 1,000.00	\$ 5,000.00	\$ 1,100.00	\$ 5,500.00	\$ 1,200.00	\$ 6,000.00
6	PERMITS (ROUND TRIP)	EA	5	\$ 500.00	\$ 2,500.00	\$ 600.00	\$ 3,000.00	\$ 800.00	\$ 4,000.00
	GRAND TOTAL			\$	24,508.00	\$	26,260.00	\$	32,020.00

NOTES

1. ALL VENDORS REQUIRE A MINIMUM OF EIGHT (8) HOURS FOR EACH CRANE USE.

Invitations Sent	3
Potential Bidders Requesting Bid Documents	0
Total Bid Responses Received	3



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	22-069-SWM
COMPANY NAME:	Bay Crane Midwest, LLC.
CONTACT PERSON:	Fred Hunssinger
CONTACT EMAIL:	FHunssinger@baycrane.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co, IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Fred Hunssinger

Signature: 

Title: Regional Manager

Date: 10-16-25



Stormwater Management Resolution

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

File #: SM-R-0013-25

Agenda Date: 11/4/2025

Agenda #: 10.D.

SM-R-0176A-22

FIRST AMENDMENT TO RESOLUTION SM-R-0176-22 THE
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF DUPAGE, ILLINOIS AND THE VILLAGE OF BURR RIDGE
FOR THE ELM STREET CULVERT REPLACEMENT PROJECT

WHEREAS, on April 12, 2022, the COUNTY and DISTRICT entered into an Intergovernmental Agreement, (County Resolution No. SM-R-0176-22) (hereinafter referred to as "AGREEMENT") (attached hereto as "Exhibit A"), to provide the VILLAGE funding assistance to pay project expenses for designing, constructing, maintaining, and addressing erosion, water quality, and runoff volumes associated with the VILLAGE's Elm Street Culvert Replacement Project (hereinafter referred to as the "PROJECT"); and

WHEREAS, paragraphs 3.3, 5.2.4, 9.1.1, and 9.1.2 of the AGREEMENT provide a deadline of November 30, 2024, for the VILLAGE to seek reimbursement from the COUNTY for PROJECT expenses; and

WHEREAS, paragraph 9.1.1 of the AGREEMENT further provides that the Parties may agree to a "new" deadline for the VILLAGE to seek reimbursement; and

WHEREAS, the VILLAGE and COUNTY have determined it to be in their best interests to amend the AGREEMENT to extend the deadline for the VILLAGE to seek reimbursement from the COUNTY for PROJECT expenses.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Exhibit A between the COUNTY and the VILLAGE is hereby accepted and approved, 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 EXHIBIT A, by and through the Stormwater Management Department, to the Village of Burr Ridge, Attn: David Preissig, 7660 S. County Line Rd, Burr Ridge, IL 60527; Nick Alfonso/State's Attorney's Office; and the DuPage Stormwater Management Department.

Enacted and approved this 12th Day of November, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF DUPAGE, ILLINOIS AND THE VILLAGE OF BURR RIDGE
FOR THE ELM STREET CULVERT REPLACEMENT PROJECT**

This FIRST AMENDMENT to the Intergovernmental Agreement between the County of DuPage and the Village of Burr Ridge (hereinafter referred to as “FIRST AMENDMENT”), for the Elm Street Culvert Replacement Project, is entered into this 12th day of November, 2025, between the County of DuPage (hereinafter referred to as the “COUNTY”), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois, and the Village of Burr Ridge (hereinafter referred to as the “VILLAGE”), a body politic and corporate, with offices at 7660 S. County Line Road, Burr Ridge, Illinois, 60527. The COUNTY and the VILLAGE are hereinafter sometimes individually referred to as a “PARTY” or together as the “PARTIES”.

RECITALS

WHEREAS, on April 12, 2022, the COUNTY and DISTRICT entered into an Intergovernmental Agreement, (County Resolution No. SM-R-0176-22) (hereinafter referred to as “AGREEMENT”) (attached hereto as “Exhibit A”), to provide the VILLAGE funding assistance to pay project expenses for designing, constructing, maintaining, and addressing erosion, water quality, and runoff volumes associated with the VILLAGE’s Elm Street Culvert Replacement Project (hereinafter referred to as the “PROJECT”); and

WHEREAS, paragraphs 3.3, 5.2.4, 9.1.1, and 9.1.2 of the AGREEMENT provide a deadline of November 30, 2024, for the VILLAGE to seek reimbursement from the COUNTY for PROJECT expenses; and

WHEREAS, paragraph 9.1.1 of the AGREEMENT further provides that the Parties may agree to a “new” deadline for the VILLAGE to seek reimbursement; and

WHEREAS, the VILLAGE and COUNTY have determined it to be in their best interests to amend the AGREEMENT to extend the deadline for the VILLAGE to seek reimbursement from the COUNTY for PROJECT expenses.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, the PARTIES agree the AGREEMENT is amended as follows:

1. Paragraphs 3.3, 5.2.4, 9.1.1, and 9.1.2 of the AGREEMENT are amended to state a new deadline of January 31, 2026, for the VILLAGE to seek reimbursement for PROJECT expenses.

All other terms and conditions of the AGREEMENT not expressly modified herein shall remain in full force and effect.

[This space left intentionally blank]

IN WITNESS WHEREOF, the PARTIES have caused this FIRST AMENDMENT to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers as of the date first above written.

COUNTY OF DU PAGE

VILLAGE OF BURR RIDGE

Deborah A. Conroy, Chair
DuPage County Board

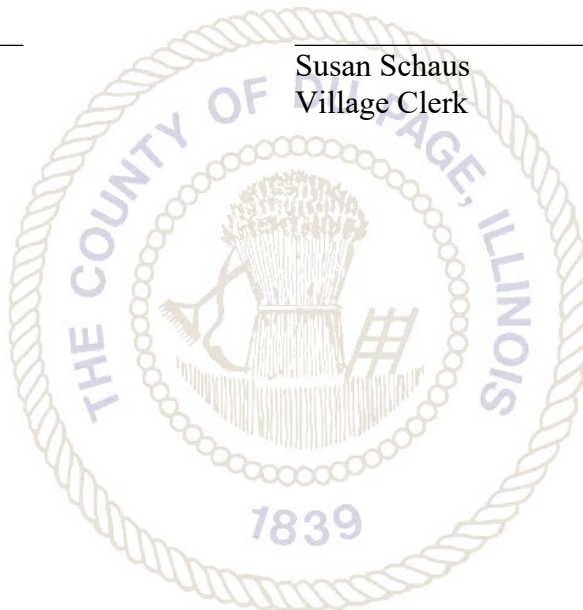
Gary A. Grasso
Mayor

ATTEST:

ATTEST:

Jean Kaczmarek
County Clerk

Susan Schaus
Village Clerk



Resolution

SM-R-0176-22

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BURR RIDGE
AND THE COUNTY OF DUPAGE FOR THE ELM STREET CULVERT REPLACEMENT
PROJECT

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 12TH day of April, 2022 between the County of DuPage, a body corporate and politic, (hereinafter referred to as the "COUNTY") with offices located at 421 North County Farm Road, Wheaton, Illinois 60187 and the Village of Burr Ridge, (hereinafter referred to as the "VILLAGE") with offices located at 7660 S. County Line Road, Burr Ridge, Illinois, 60527.

RECITALS

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act", and as authorized by Article 7 Section 10 of the Constitution of the State of Illinois to cooperate for public purpose; and

WHEREAS, the purposes of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS, pursuant to authority granted at 55 ILCS 5/5-1062.3, and 5/5-15001, et seq., the COUNTY is authorized to take action to control flooding, manage stormwater and to enter into agreements for the purposes of stormwater management and flood control; and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan, which plan recognizes on-site detention, stream maintenance, erosion control, and water quality as integral parts of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has further adopted a Post Construction Best Management Practices Fee In Lieu Program ("PROGRAM") which provides funding assistance to design, construct, and maintain water quality or runoff volume reduction improvements; and

WHEREAS, the VILLAGE has identified an area along Elm Street conveying the "63rd Street Ditch" that experiences extreme erosion in a channelized ditch with high channel velocities causing uprooting of trees and continued erosion to the streambanks; and

WHEREAS, the VILLAGE has developed a work plan for a project ("PROJECT") that will reduce soil loss and reduce TSS, BOD, TP and TN pollution transport to downstream waterways including the Des Plaines River and directly increase DO levels; and

WHEREAS, the COUNTY, VILLAGE, and the general public will benefit from the PROJECT through improved water quality in the watershed; and

WHEREAS, the PROJECT qualifies for funding through the PROGRAM; and

WHEREAS, the cost to construct the PROJECT is estimated to be nine hundred eighty-two thousand and no cents (\$982,000.00); and

WHEREAS, the VILLAGE has requested that the COUNTY provide funding assistance

Resolution

SM-R-0176-22

for the PROJECT in the amount of fifty thousand dollars and no cents (\$50,000.00), which funding assistance shall be paid by the COUNTY from the PROGRAM; and

WHEREAS, insofar as the VILLAGE is the PROGRAM funding recipient, the VILLAGE shall provide all funds for the PROJECT, paying all PROJECT expenses up front, and being reimbursed by the COUNTY at a later date in the amounts specified per the attached INTERGOVERNMENTAL AGREEMENT (also hereafter "AGREEMENT"); and

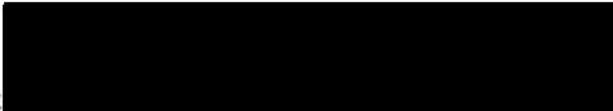
NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the VILLAGE is hereby accepted and approved, and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit a copy of this Resolution and the attached AGREEMENT, by and through the Stormwater Management Department, to the Village of Burr Ridge, Attn: David Preissig, 7660 S. County Line Rd, Burr Ridge, IL 60527; Patrick Collins/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and three (3) copies to the DuPage County Stormwater Management Department.

Enacted and approved this 12th day of April, 2022 at Wheaton, Illinois.


DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest


JEAN KACZMAREK, COUNTY CLERK

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BURR RIDGE
AND THE COUNTY OF DUPAGE FOR THE ELM STREET CULVERT REPLACEMENT
PROJECT

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 12TH day of April, 2022 between the County of DuPage, a body corporate and politic, (hereinafter referred to as the "COUNTY") with offices located at 421 North County Farm Road, Wheaton, Illinois 60187 and the Village of Burr Ridge, (hereinafter referred to as the "VILLAGE") with offices located at 7660 S. County Line Road, Burr Ridge, Illinois, 60527.

RECITALS

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act", and as authorized by Article 7 Section 10 of the Constitution of the State of Illinois to cooperate for public purpose; and

WHEREAS, the purposes of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS, pursuant to authority granted at 55 ILCS 5/5-1062.3, and 5/5-15001, et seq., the COUNTY is authorized to take action to control flooding, manage stormwater and to enter into agreements for the purposes of stormwater management and flood control; and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan, which plan recognizes on-site detention, stream maintenance, erosion control, and water quality as integral parts of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has further adopted a Post Construction Best Management Practices Fee In Lieu Program ("PROGRAM") which provides funding assistance to design, construct, and maintain water quality or runoff volume reduction improvements; and

WHEREAS, the VILLAGE has identified an area along Elm Street conveying the "63rd Street Ditch" that experiences extreme erosion in a channelized ditch with high channel velocities causing uprooting of trees and continued erosion to the streambanks; and

WHEREAS, the VILLAGE has developed a work plan for a project ("PROJECT") that will reduce soil loss and reduce TSS, BOD, TP and TN pollution transport to downstream waterways including the Des Plaines River and directly increase DO levels; and

WHEREAS, the COUNTY, VILLAGE, and the general public will benefit from the PROJECT through improved water quality in the watershed; and

WHEREAS, the PROJECT qualifies for funding through the PROGRAM; and

WHEREAS, the cost to construct the PROJECT is estimated to be nine hundred eighty-two thousand and no cents (\$982,000.00); and

WHEREAS, the VILLAGE has requested that the COUNTY provide funding assistance for the PROJECT in the amount of fifty thousand dollars and no cents (\$50,000.00), which funding assistance shall be paid by the COUNTY from the PROGRAM; and

WHEREAS, insofar as the VILLAGE is the PROGRAM funding recipient, the VILLAGE shall provide all funds for the PROJECT, paying all PROJECT expenses up front, and being reimbursed by the COUNTY at a later date in the amounts specified per the attached INTERGOVERNMENTAL AGREEMENT (also hereafter "AGREEMENT"); and

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties agree that:

1.0 INCORPORATION AND CONSTRUCTION.

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

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

2.0 PROJECT DESCRIPTION.

The PROJECT addresses the existing site issues including extreme erosion in a channelized ditch with lack of native vegetation or wetland habitat. It also has high channel velocities causing uprooting of trees and continued erosion to the streambanks. The solution to these problems is to implement the following best management practices:

- Large box culvert installed with increased capacity to disperse concentrated stream flow,
- Native vegetation buffer plantings both upstream and downstream to provide new habitat for aquatic species,
- Bank stabilization with bioengineering practices to reduce eroding streambanks,
- Establishment of new riffles and pools for oxygenating the low-flow stream flows,
- Embedding the box culvert into the stream channel to allow aquatic species passage,
- Creating 800 square feet of new wetland upstream and 2000 square feet of side

channel wetland downstream to improve water quality and habitat.

3.0 FUNDING.

- 3.1 The PROJECT costs are estimated to be nine hundred eighty-two dollars and no cents (\$982,000). Fifty thousand dollars and no cents (\$50,000.00) are being requested from the DuPage County Fee-In-Lieu funds, which is five and nine hundredths percent of the overall cost of the PROJECT. The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

Engineer Opinion of Probable Cost	\$982,000
<u>Secured Grant Funding</u>	
o Rep. Sean Casten (IL-06) Community Project	<u>\$ 785,000</u>
total secured grant funding	<u>\$ 785,000</u>
<u>Local Funding Requests for Commitment - Grant Funding Being Pursued</u>	
o DuPage County BMP fee-in-lieu Program	\$ 50,000 (5.09% of overall project costs)
o Village of Burr Ridge – Capital Funding	<u>\$ 147,000</u>
total commitment – grant funding being pursued	\$ 197,000

- 3.2 The VILLAGE shall be responsible for bearing all cost overruns, which includes all PROJECT expenses in excess of the PROJECT cost estimate in Paragraph 3.1, above, regardless of the cause of such cost increase, unless the VILLAGE and COUNTY agree to apportion such extra costs before such additional costs are incurred.
- 3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE'S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by November 30, 2024, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE'S right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE'S timely and satisfactory completion of the PROJECT.
- 3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services (construction management, etc.), construction (labor and materials), bid

advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

4 VILLAGE'S RESPONSIBILITIES.

- 4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The VILLAGE shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 4.3 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The VILLAGE shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.
- 4.5 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction and maintenance phases of the PROJECT. Under no circumstances should the COUNTY be invoiced more than five and nine hundredths percent (5.09%) of total incurred PROJECT costs up to the dollar limit established in Paragraph 3.1. Each invoice shall show the quantities and cost per item and be summarized by PROJECT area.
- 4.9 The VILLAGE shall make direct payments to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE in the amounts herein agreed upon, nor shall this provision affect the VILLAGE'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in

Paragraph 3.3.

- 4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.).
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The VILLAGE and VILLAGE'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for an Illinois VILLAGE in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility, or whether any particular costs is an allowable expense, under the COUNTY'S Countywide Post Construction Best Management Practices Program for water quality.
- 4.12 The VILLAGE shall acknowledge the COUNTY using logo(s) and/or wording provided by the COUNTY in any printed materials promoting the PROJECT.
- 4.13 The VILLAGE agrees to provide the COUNTY with estimates of pollutant load reduction from the project for Total Phosphorus (lb/yr), Total Nitrogen (lb/yr), Total Suspended Solids (t/yr), and Biological Oxygen Demand (lb/yr). Pollutant Load Reduction estimates should be determined by methodology approved by DuPage County and/ or the Illinois EPA.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto, for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Site Runoff Storage Variance Fee Program.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
 - 5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs

associated with the PROJECT at a fixed proportion of five and nine hundredths percent (5.09%) of the PROJECT costs, which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.

5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed fifty thousand dollars and no cents (\$50,000.00).

5.2.3 In the event that the PROJECT'S costs total less than fifty thousand dollars and no cents (\$50,000.00), the COUNTY'S total reimbursement amount shall be not more than five and nine hundredths percent (5.09%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.

5.2.4 The COUNTY shall not be obligated to pay invoices received after November 30, 2024, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.

5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT.

6.0 GOVERNMENT REGULATIONS.

6.1 The VILLAGE shall comply with all local, State and Federal requirements now in force, or which may hereafter be in force, pertaining to the Project.

7.0 INDEMNIFICATION.

7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including 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 VILLAGE'S performance under this AGREEMENT, to the fullest extent the VILLAGE is so authorized under the law; provided, however, that the VILLAGE shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.

7.2 The VILLAGE shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the

VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.

- 7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- 9.1.1 November 30, 2024 or to a new date agreed upon by the parties.
- 9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2024.

10 ENTIRE AGREEMENT.

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

11.0 SEVERABILITY.

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

12 GOVERNING LAW.

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

13.0 NOTICES REQUIRED UNDER THIS AGREEMENT.

- 13.1 Any notice required by the provisions of this Agreement shall be mailed to:

Mr. David Preissig
Director of Public Works/Village Engineer
Village of Burr Ridge
Burr Ridge, Illinois 60527

Ms. Sarah Hunn
Director
DuPage County Stormwater Management

421 North County Farm Road
Wheaton, Illinois 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

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

COUNTY OF DUKE

BY [REDACTED]
DANIEL J. CRONIN
CHAIRMAN

VILLAGE OF BURRIDGE

BY [REDACTED]
GARY A. GRASSO
MAYOR

AT [REDACTED]
BY [REDACTED]
COUNTY CLERK

ATT [REDACTED]
BY: [REDACTED]
SUSAN SCHAUS
VILLAGE CLERK

AYES 17
NAYS 0
ABSENT 1



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0021-25

Agenda Date: 11/4/2025

Agenda #: 10.E.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND
SCHOOL AND COMMUNITY ASSISTANCE FOR RECYCLING AND
COMPOSTING EDUCATION (SCARCE) FOR PROFESSIONAL
EDUCATION SERVICES
(CONTRACT TOTAL NOT TO EXCEED \$235,000.00)

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

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to plan for the management of the COUNTY's waste and recycling stream pursuant to the Solid Waste Planning and Recycling Act (415 ILCS 15/1, et seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes stream maintenance, erosion control, and enhancing water quality as an integral part of the proper management of storm and flood waters and has adopted the DuPage County Solid Waste Management Plan that emphasizes the importance of waste reduction, recycling, and education; and

WHEREAS, the COUNTY has adopted Appendix J into the DuPage County Stormwater Management Plan, of which countywide water quality public education is a significant component; and

WHEREAS, the COUNTY and its municipalities are required to establish a water quality public education program for the National Pollutant Discharge Elimination System (NPDES) Phase II permit, effective March 2003; and

WHEREAS, the COUNTY has developed a Water Quality Improvement Program that provides for, among other things, public education; and

WHEREAS, the COUNTY requires professional educational services to supplement and complement existing water quality education and waste reduction, waste reuse and recycling education programs and provide integrated water quality education to certain segments of the population; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional water quality education services and is willing to perform the required services for an amount not to exceed two hundred thirty-five thousand dollars and 0/100 (\$235,000.00), second of three renewals.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and SCARCE is hereby accepted and approved, 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 County Clerk is hereby directed to transmit certified copies of this Resolution and the attached AGREEMENT, by and through the Stormwater Management Department, to SCARCE, 800 S. Rohlwing Rd, Addison, Illinois 60101; and Nicholas Alfonso, DuPage County State's Attorney's Office.

Enacted and approved this 12th day of November, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: SM-P-0021-25	RFP, BID, QUOTE OR RENEWAL #: 23-114-SWM	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$235,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/04/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$940,000.00
	CURRENT TERM TOTAL COST: \$235,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
Vendor Information		Department Information	
VENDOR: SCARCE	VENDOR #: 10922	DEPT: Stormwater Management	DEPT CONTACT NAME: Raul Galvan
VENDOR CONTACT: Kay McKeen	VENDOR CONTACT PHONE: 630.545.9710	DEPT CONTACT PHONE #: 630.407.6706	DEPT CONTACT EMAIL: raul.galvan@dupagecounty.gov
VENDOR CONTACT EMAIL: scrapkay@aol.com	VENDOR WEBSITE: www.scarce.org	DEPT REQ #: 1600-2521	
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.). The contract will include student and teacher workshops; water-based workshops; a sustainable design challenge for students; community events, presentations and programs; water quality flag and sustainability flag programs; a storm drain medallion program; e-learning; and resources for public use pertaining to water quality, stormwater management, recycling, renewable energy, composting, and waste reduction.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The professional education contract with SCARCE will help DuPage County meet the requirements of the Public Education & Outreach and Public Involvement/Participation Minimum Control Measures set forth by the EPA's National Pollutant Discharge Elimination System (NPDES) Permit No. ILR40 for discharges from Municipal Separate Storm Sewer Systems (MS4s). The contract will also help DuPage County achieve the goals of the County's Solid Waste Management Plan and Cool DuPage Initiative.			

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.
RENEWAL OF RFP	

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. ACT INITIATIVE
SOURCE SELECTION	Describe method used to select source. RFP #23-114-SWM
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Approve the contract with SCARCE for the services outlined. 2) Hire additional staff members to complete the education and outreach provided by the Consultant.

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: SCARCE	Vendor#: 10922	Dept: Stormwater Management	Division:
Attn: Kay McKeen	Email: scrapkay@aol.com	Attn: Raul Galvan	Email: raul.galvan@dupagecounty.gov
Address: 0n374 Papworth St.	City: Wheaton	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60187	State: IL	Zip: 60187
Phone: 630.545.9710	Fax:	Phone: 630.407.6706	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SCARCE	Vendor#: 10922	Dept: Stormwater Management	Division:
Attn: Kay McKeen	Email: scrapkay@aol.com	Attn: Raul Galvan	Email: raul.galvan@dupagecounty.gov
Address: 0n374 Papworth St.	City: Wheaton	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60187	State: IL	Zip: 60187
Phone: 630.545.9710	Fax:	Phone: 630.407.6706	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2025	Contract End Date (PO25): Nov 30, 2026
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		Water Quality Education	FY26	1600	3000	53090		85,000.00	85,000.00
2	1	EA		Environmental Education Services	FY26	1000	1103	53830		150,000.00	150,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 235,000.00

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



The County of DuPage
Finance Department
Procurement Division, Room 3-400
421 North County Farm Road
Wheaton, Illinois 60187

CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and SCARCE, located at 800 S. Rohlwing Road, Unit D, Addison, IL 60101, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-114-SWM which became effective on 12/1/2023 and which will expire 11/30/2025. The contract is subject to the second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 11/30/2026.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

THE COUNTY OF DUPAGE

CONTRACTOR

SIGNATURE

SIGNATURE

Brian Rovik

PRINTED NAME

Beverly K Jaszczurowski

PRINTED NAME

Buyer I

PRINTED TITLE

Chief Operating Officer

PRINTED TITLE

DATE

09/23/2025

DATE

PRICE PROPOSAL

09/25/2023
Kay McKeen
SCARCE
Founder & Executive Director

Inspiring people through
Environmental Education

RFP#23-114-SWM
Environmental And Water Quality
And Education Outreach Services

No.	DESCRIPTION	UOM	QTY	PRICE
1	Environmental and Water Quality Education and Outreach Services	LS	1	\$235,000
GRAND TOTAL: Two hundred and thirty-five thousand dollars				

*We preserve and care for the earth's natural resources while working to
build sustainable communities.*

SECTION 8 - BID FORM PRICING

NO.	DESCRIPTION	UOM	QTY	PRICE
1	Environmental and Water Quality Education and Outreach Services	LS	1	\$ 235,000.00
GRAND TOTAL (In words) Two hundred and thirty-five thousand dollars				

SECTION 9 - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	SCARCE
Main Business Address	800 S. Rohlwing Road
	Unit D
City, State, Zip Code	Addison, IL 60101
Telephone Number	630-545-9710
Fax Number	N/A
Proposal Contact Person	Kay McKeen
Email Address	scrapkay@aol.com

The undersigned certifies that he is:

- ☐ the Owner/Sole Proprietor
 ☐ a Member of the Partnership
 ☐ an Officer of the Corporation
 ☐ a Member of the Joint Venture

herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

Kay McKeen
 (President or Partner) *Executive Director*

Beverly Kaszowski
 JCOO (Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal 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 Manager, DuPage Center, 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. _____, _____, and _____ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal 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 Offeror 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 Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-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 proposal and has checked the same in detail before submitting this proposal, 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. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the offeror certifies that he has provided 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 offeror, 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 cost schedule.

PROPOSAL AWARD CRITERIA

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

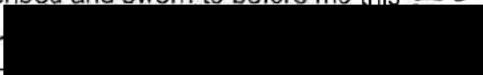
X  Executive Director

/(Signature and Title)

CORPORATE SEAL
(If available)

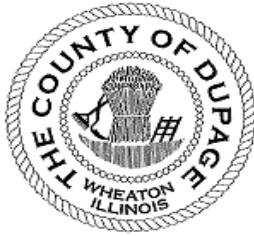
PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this 25th day of September AD, 2023



My Commission Expires: Feb 26, 2026
(Notary Public)





THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
ENVIRONMENTAL & WATER QUALITY
EDUCATION AND OUTREACH
SERVICES 23-114-SWM
BID TABULATION

√

Criteria	Available Points	SCARCE
Firm Qualifications	20	20
Key Qualifications	30	30
Project Understanding	30	30
Price	20	20
Total	100	100

Fee and Rate Proposal	\$ 235,000.00
Percentage of points	100%
Points awarded (wtd against lowest price)	20

NOTES

RFP Posted on 9/7/2023	
Bid Opened On 9/25/2023, 2:30 PM CST by	VC, RJ
Invitations Sent	116
Total Requesting Documents	2
Total Bid Responses Received	1



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	23-114-SWM
COMPANY NAME:	SCARCE
CONTACT PERSON:	Beverly K Jaszczurowski
CONTACT EMAIL:	bev@scarce.org

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

- ☐ Yes
☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co. IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Beverly K Jaszczurowski Signature: 

Title: Chief Operating Officer Date: 09/23/2025



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0022-25

Agenda Date: 11/4/2025

Agenda #: 10.F.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND V3 COMPANIES, LTD.
FOR ON CALL DRAINAGE DESIGN ENGINEERING

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-five thousand dollars and no cents (\$75,000.00).

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and V3 Companies, LTD. is hereby accepted and approved in an amount not to exceed seventy-five thousand dollars and zero cents (\$75,000.00) and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to V3 Companies, ATTN: Derrick Martin, 7325 Janes Avenue, Woodridge, IL 60517; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer ; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 12th day of November, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: SM-P-0022-25	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$75,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/04/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$150,000.00
	CURRENT TERM TOTAL COST: \$75,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: V3 Companies	VENDOR #: 10802	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Derrick Martin	VENDOR CONTACT PHONE: 630-724-9200	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: DMartin@v3co.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2522	
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.). Contract for on-call engineering and professional services for inspection, evaluation, design and permitting for drainage projects countywide. This contract will help create shovel ready projects for future funding opportunities.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Under the Stormwater Management Department, DuPage County is responsible for addressing drainage concerns to assist unincorporated residents with localized flooding. Additional assistance is needed to assist staff with review, analysis, design, and permitting for proposed solutions to solve some of these localized flooding issues.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. 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 staff has determined that V3 companies 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) Renew contract with V3 companies a full service engineering firm, for on-call services to assist with the needs of the department. 2) Hire in-house Structural, Geotechnical, and Mechanical Engineers to assist current staff, which may require design and permitting services to be completed by others. 3) Take no action. This is not recommended, as minimal to no progress would be made to address important drainage concerns countywide.

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: V3 Companies	Vendor#: 10802	Dept: Stormwater Management	Division:
Attn: Derrick Martin	Email: DMartin@v3co.com	Attn: Jamie Lock	Email: jamie.lock@dupagecounty.gov
Address: 7325 Janes Avenue	City: Woodridge	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60517	State: IL	Zip: 60187
Phone: 630-724-9200	Fax:	Phone: 630-407-6705	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 12, 2025	Contract End Date (PO25): Nov 30, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		On Call Professional Engineering Drainage Services countywide	FY26	1600	3000	53010		75,000.00	75,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 75,000.00

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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND V3 COMPANIES, LTD.
FOR ON CALL DRAINAGE DESIGN ENGINEERING

This Professional Service Agreement (“AGREEMENT”), is made this 12th day of November, 2025 between COUNTY OF DUPAGE, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and V3 Companies, Ltd., an Illinois corporation licensed to do business in the State of Illinois, with offices at 7325 Janes Avenue, Woodridge, IL 60517; hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

R E C I T A L S

WHEREAS, the 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 five thousand dollars and no cents (\$75,000.00).

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, 2026 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 five thousand dollars and no cents (\$75,000.00). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT’s staff and/or the fee schedule(s) as incorporated herein. The multiplier includes the CONSULTANT’s cost of overhead, profit and incidental costs. A schedule of the hourly rates for CONSULTANT’s staff, and approved sub-consultant’s technical or professional staff, identified by position or assignment, is attached and incorporated hereto as Exhibit “C.” The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) to not exceed the total compensation as stated herein. The COUNTY retains the authority to limit the maximum rate per classification for any additions to classifications listed on Exhibit C, including Exhibit C for approved sub-consultant(s), when invoices are submitted for the approved work.
- 7.3.a If overtime/weekend/holiday (o/w/h) rates are expressly allowed under the AGREEMENT, but such rates are not otherwise specified, the o/w/h rate for each category shall be no more than one hundred fifty percent (150%) of the stated normal rate for that category.
The o/w/h rate, when allowed, shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on the PROJECT or Work Order(s).
- 7.3.b If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days’ notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above
- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit A. For direct expenses, including supplies, materials, photocopying, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.

- 7.4.a For all direct expenses costing more than \$25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant's vendors indicating the price(s) paid by Consultant for such expensed materials and/or items.
- 7.4.b CONSULTANT shall not include computer and vehicle charges (including mileage) as direct expenses.
- 7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.
- 7.6 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Separate invoices shall be submitted for each approved Work Order and each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

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

8.0 CONSULTANT'S INSURANCE

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

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

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

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

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person

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

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

- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.
- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the

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

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

9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officer and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CONSULTANT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

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

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

- 13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights.
- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).
- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State

Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.
- 13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2), the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 et seq.); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at <https://mwv.dupageco.org/>).**
- 13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

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

15.0 TERM OF THIS AGREEMENT

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
 - (b) The expiration of this AGREEMENT on November 30, 2026, 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, 2026.
- 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:

V3 Companies
7325 Janes Avenue
Woodridge, IL 60517
ATTN: Derrick Martin
Email: DMartin@v3co.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

V3 COMPANIES, LTD.

BY: _____
DEBORAH A. CONROY
CHAIR DUPAGE COUNTY BOARD

BY: _____
DERRICK MARTIN
NATURAL RESOURCES MANAGER

ATTEST:

ATTEST:

BY: _____
JEAN KACZMAREK, COUNTY CLERK

BY: _____
DAVID VOGEL, PROJECT MANAGER

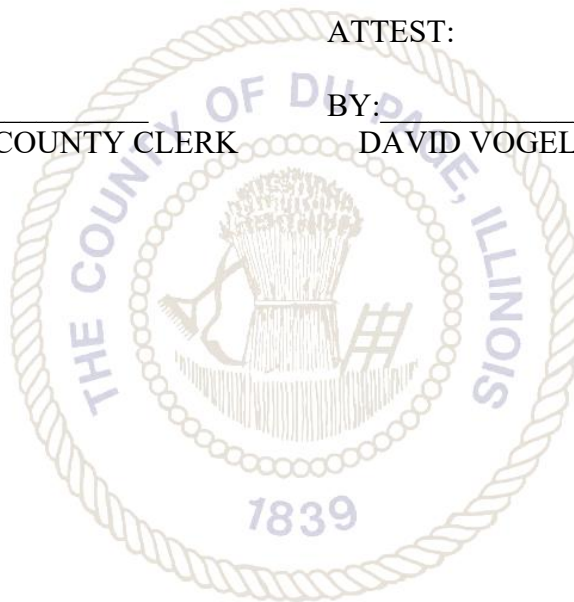


EXHIBIT A

SCOPE OF SERVICES

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

1. **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 services. 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 U.S. Army Corp of Engineers. If project is located in close vicinity to regulatory wetlands, all required wetland field services 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 service 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 services 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 AGREEMENT. This contract is an on-call AGREEMENT with deliverables specified by County staff. These may include:

1. Project support documentation
2. Meeting minutes
3. Correspondence (third party)
4. Survey information including:
 - Cross-section plots
 - Location map plotted on County topographic maps
 - Sketches of hydraulic structures
 - Computer input/output
 - Photographs of existing conditions
5. 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.

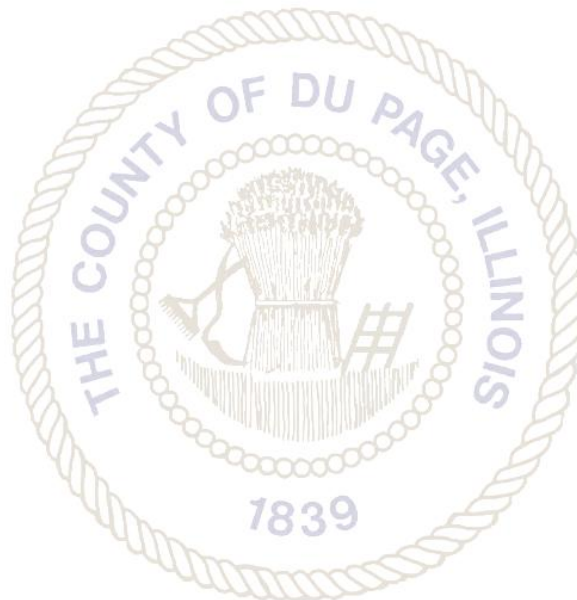


EXHIBIT C

SCHEDULE OF FEES AND HOURLY RATES FOR CONSULTANT'S STAFF

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

V3 COMPANIES

Employee Classification	Wage Rate Range	x 2.80 Multiplier
Principal / Director	\$75.00 - \$90.00	\$210.00 - \$252.00
Senior Project Manager	\$44.00 - \$90.00	\$123.19 - \$252.00
Project Manager I/II	\$31.64 - \$87.11	\$88.59 - \$243.91
Senior Estimator	\$67.26 - \$79.00	\$188.32 - \$221.20
Senior Project Engineer	\$52.92 - \$81.78	\$148.17 - \$228.98
Project Engineer I/II	\$38.54 - \$65.85	\$107.89 - \$184.38
Civil Designer III	\$35.63 - \$51.88	\$99.76 - \$145.26
Civil Designer I/II	\$31.91 - \$49.61	\$89.33 - \$138.91
Resident Construction Manager I/II	\$57.06 - \$82.48	\$159.76 - \$230.94
Resident Engineer I/II	\$57.75 - \$86.30	\$161.70 - \$241.64
Senior Construction Tech	\$40.82 - \$57.72	\$114.30 - \$161.62
Construction Tech I/II/III	\$18.69 - \$56.78	\$52.33 - \$158.98
Construction Admin II/III	\$37.72 - \$63.05	\$105.61 - \$176.54
Project Scientist I/II	\$30.74 - \$51.30	\$86.08 - \$143.64
Scientist III	\$27.78 - \$41.39	\$77.79 - \$115.89
Scientist I/II	\$21.00 - \$36.47	\$58.80 - \$102.12
Project Surveyor I/II/III	\$23.15 - \$54.18	\$64.83 - \$151.70
Design Technician I/II/III	\$21.00 - \$53.38	\$58.80 - \$149.46
Field Ecologist I/II/III	\$17.39 - \$31.01	\$48.69 - \$86.83
Survey Crew (2 person)	\$52.50 - \$87.52	\$147.00 - \$245.06
Project Coordinator	\$15.56 - \$33.00	\$43.57 - \$92.40
Administration I/II	\$19.69 - \$42.24	\$55.13 - \$118.27
Field Technician I	\$15.50 - \$28.37	\$43.40 - \$79.44

***Maximum Rate cannot exceed \$90/hour.**

RUBINO

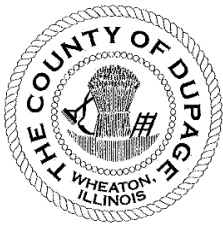
Rubino (2025)

Consultant Employee Rate Listing

Consultant : Rubino Engineering, Inc.

Project : On Call Drainage Design Engineering (Sub to V3)

Classification	Rate Range		Reasons for Adjustment/Addition/Deletion
	Minimum	Maximum	
Material Tester 1&2	40.00	65.00	Contract Renewal
Project Manager/Engineer	40.00	70.00	Contract Renewal
Staff Engineer/Geologist/Soil Scientist	30.00	55.00	Contract Renewal
Principal	70.00	80.00	Contract Renewal
Driller	40.00	80.00	Contract Renewal



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Rubino Engineering, Inc.
CONTACT PERSON:	Michelle Lipinski, P.E.
CONTACT EMAIL:	michelle.lipinski@rubinoeng.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

- ☐ Yes
☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

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

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

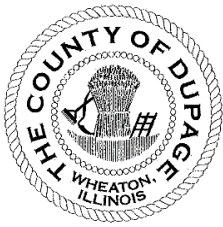
By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Michelle Lipinski, P.E.

Signature: 

Title: President

Date: 10.14.2025



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	V3 Companies, Ltd
CONTACT PERSON:	Derrick Martin
CONTACT EMAIL:	dmartin@v3co.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

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

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Derrick Martin

Signature: 

Title: Natural Resources Group Manager

Date: 10/15/25



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0023-25

Agenda Date: 11/4/2025

Agenda #: 10.G.

AWARDING RESOLUTION
ISSUED TO WATER WELL SOLUTIONS ILLINOIS, LLC
FOR WELL CLEANING AT THE WOOD DALE-ITASCA RESERVOIR
(CONTRACT AMOUNT \$181,889.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Stormwater Management Committee recommends County Board approval for the issuance of a contract to Water Well Solutions Illinois, LLC to furnish all equipment, labor, material, tools and supervision necessary for well cleaning at the Wood Dale-Itasca Flood Reservoir.

NOW, THEREFORE, BE IT RESOLVED that County Contract, covering said, to furnish all equipment, labor, material, tools and supervision necessary for well cleaning at the Wood Dale-Itasca Flood Control Facility, for Stormwater Management, be and it is hereby approved for issuance of a contract purchase order by the Procurement Division, to Water Well Solutions Illinois, LLC, 825 E. North Street, Elburn, IL 60119 for the total contract amount not to exceed \$181,889.00 per lowest responsible Bid # 25-115-SWM.

Enacted and approved this 12th day of November, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: SM-P-0023-25	RFP, BID, QUOTE OR RENEWAL #: 25-115-SWM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$181,889.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/04/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$647,292.00
	CURRENT TERM TOTAL COST: \$181,889.00	MAX LENGTH WITH ALL RENEWALS: THREE YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Water Well Solutions	VENDOR #: 12848	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Todd Kerry	VENDOR CONTACT PHONE: 630-201-0749	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: todd.kerry@wwssg.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2523	
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.). \$181,889 - The Wood Dale Itasca Reservoir is a flood control facility that contains 3 groundwater wells that periodically need to be inspected and cleaned. The wells also contain existing pumps that need to be pulled, inspected and repaired if necessary. A low bid contractor has been selected to perform this work.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Bid #25-115-SWM			

SECTION 2: DECISION MEMO REQUIREMENTS

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

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Water Well Solutions	Vendor#: 12848	Dept: Stormwater Management	Division:
Attn: Todd Kerry	Email: todd.kerry@wwsg.com	Attn: Jamie Lock	Email: jamie.lock@dupagecounty.gov
Address: 825 E. North St	City: Elburn	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60119	State: IL	Zip: 60187
Phone: 630-201-0749	Fax:	Phone: 630-407-6705	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2025	Contract End Date (PO25): Nov 30, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		On Call Crane Services per lowest responsible bidder (Bid 22-069-SWM)	FY26	1600	3000	53090		181,889.00	181,889.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 181,889.00

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 COUNTY OF DUPAGE
FINANCE - PROCUREMENT
WELL CLEANING AT THE WOOD DALE -
ITASCA FLOOD CONTROL FACILITY
25-115-SWM
BID TABULATION**



				Water Well Solutions Illinois, LLC	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
Base Bid					
1	Inspect/Clean Well	EA	3	\$ 22,568.00	\$ 67,704.00
2	Inspect Well	EA	3	\$ 918.00	\$ 2,754.00
3	Pull, Inspect & Clean Pump	EA	3	\$ 12,354.00	\$ 37,062.00
4	Pump Repair Allowance	L SUM	1	\$ 8,000.00	\$ 8,000.00
5	Motor and Cable Megger Testing	EA	3	\$ 246.00	\$ 738.00
6	Pump Replacement	EA	3	\$ 2,412.00	\$ 7,236.00
BASE BID TOTAL					\$ 123,494.00
Items Ordered by Engineer ("IOBE")					
1	4" Galvanized Column Pipe with Couplings	FT	330	\$ 26.00	\$ 8,580.00
2	4" Stainless Steel Pipe with Couplings	FT	330	\$ 94.00	\$ 31,020.00
3	1/8" Plastic Air Line	FT	330	\$ 2.00	\$ 660.00
4	4" Check Valves	EA	3	\$ 770.00	\$ 2,310.00
5	Flat Jacketed Power Cable	FT	330	\$ 2.50	\$ 825.00
IOBE SUBTOTAL					\$ 43,395.00



				Water Well Solutions Illinois, LLC	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
Bid Alternates					
1	Variable Frequency Drive	EA	3	\$ 8,550.00	\$ 25,650.00
2	Level Transducer	EA	3	\$ 4,275.00	\$ 12,825.00
3	Electrical Modifications	EA	3	\$ 21,050.00	\$ 63,150.00
BID ALTERNATE SUBTOTAL					\$ 101,625.00
CONTINGENCY					\$ 15,000.00
GRAND TOTAL					\$ 283,514.00

NOTES

Bid Opening 10/16/2025 @ 2:30 PM	SR, HK
Invitations Sent	51
Total Vendors Requesting Documents	2
Total Bid Responses	1



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

MANDATORY FORM

Section I: Contact Information

Complete the contact information below.

BID NUMBER:	25-115-SWM
COMPANY NAME:	Water Well Solutions Illinois, LLC
MAIN ADDRESS:	825 East North Street
CITY, STATE, ZIP CODE:	Elburn, IL 60119
TELEPHONE NO.:	630-365-9099
BID CONTACT PERSON:	Todd Kerry
CONTACT EMAIL:	todd.kerry@wwssg.com

Section II: Contract Administration Information

Complete the contract administration information below.

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME:	Todd Kerry	NAME:	Nanette Eckley
CONTACT:	Water Well Solutions Illinois, LLC	CONTACT:	Water Well Solutions Illinois, LLC
ADDRESS:	825 East North Street	ADDRESS:	825 East North Street
CITY, ST., ZIP:	Elburn, IL 60119	CITY, ST., ZIP:	Elburn, IL 60119
PHONE NO.:	630-365-9099	PHONE NO.:	630-365-9099
EMAIL:	todd.kerry@wwssg.com	EMAIL:	nanette.eckley@wwssg.com

Section III: Certification

The undersigned certifies that they are:

☐ The Owner or 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:

Brian Snelten

(President or Partner)

Nanette Eckley

(Secretary or Partner)

Todd Kerry

(Vice-President or Partner)

Jeff Sweet

(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 and at the price therein prescribed.

Further, the undersigned certifies and warrants that they are 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 Chapter 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 they have examined and carefully prepared this bid and have 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 it 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 it will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

By signing below, the Bidder agrees to the terms of this Mandatory Form and certifies that the information on this form is true and correct to the best of its knowledge.

Printed Name: Todd Kerry

Signature: _____

Title: Vice President

Date: 10/15/2025

BID PRICING FORM

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-115-SWM
COMPANY NAME:	Water Well Solutions Illinois, LLC
CONTACT PERSON:	Todd Kerry
CONTACT EMAIL:	todd.kerry@wwssg.com

Section II: Pricing

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

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
Base Bid					
1	Inspect/Clean Well	EA	3	\$ 22,568	\$67,704
2	Inspect Well	EA	3	\$ 918	\$ 2,754
3	Pull, Inspect & Clean Pump	EA	3	\$ 12,354	\$ 37,062
4	Pump Repair Allowance	L SUM	1	\$ 8,000.00	\$ 8,000.000
5	Motor and Cable Megger Testing	EA	3	\$246.00	\$ 738.00
6	Pump Replacement	EA	3	\$2,412	\$ 7,236
BASE BID TOTAL					\$ 123,494
Items Ordered by Engineer ("IOBE")					
1	4" Galvanized Column Pipe with Couplings	FT	330	\$ 26	\$ 8,580
2	4" Stainless Steel Pipe with Couplings	FT	330	\$ 94	\$ 31,020
3	1/8" Plastic Air Line	FT	330	\$ 2	\$ 660
4	4" Check Valves	EA	3	\$ 770	\$2,310
5	Flat Jacketed Power Cable	FT	330	\$ 2.50	\$ 825
IOBE SUBTOTAL					\$ 43,395

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
Bid Alternates					
1	Variable Frequency Drive	EA	3	\$ 8,550.00	\$ 25,650.00
2	Level Transducer	EA	3	\$ 4,275.00	\$ 12,825.00
3	Electrical Modifications	EA	3	\$ 21,050.00	\$ 63,150.00
BID ALTERNATE SUBTOTAL					\$ 101,625.00
CONTINGENCY					\$ 15,000.00
GRAND TOTAL					\$ 283,514

Section III: Certification

By signing below, the Bidder agrees to provide the required goods and/or services described in the Bid Specifications for the prices quoted on this Bid Pricing Form.

Printed Name: Todd Kerry Signature: 

Title: Vice President Date: 10/15/2025



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-115-SWM
COMPANY NAME:	Water Well Solutions Illinois, LLC
CONTACT PERSON:	Todd Kerry
CONTACT EMAIL:	todd.kerry@wwssg.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co. IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Todd Kerry

Signature: 

Title: Vice President

Date: 10/15/2025



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0024-25

Agenda Date: 11/4/2025

Agenda #: 10.H.

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and WBK Engineering, LLC is hereby accepted and approved in an amount not to exceed sixty thousand dollars and no cents (\$60,000.00); and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT by and through the Stormwater Management Department to WBK Engineering, LLC, 116 W. Main Street, Suite 201, St. Charles, IL 60174 Attn. Greg Chismark: State's Attorney's Office; County Auditor; Finance Director; Treasurer; and Purchasing.

Enacted and approved this 12th Day of November, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$60,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/04/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$120,000.00
	CURRENT TERM TOTAL COST: \$60,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: WBK Engineering	VENDOR #: 12800	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Greg Chismark	VENDOR CONTACT PHONE: 630-443-7755	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: GChismark@bodwegroup.com	VENDOR WEBSITE: https://www.bodwegroup.com/companies/wbk-engineering	DEPT REQ #: 1600-2525	
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.). Contract for on-call construction engineering services for on site inspection and construction assistance for stormwater projects countywide.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Under the Stormwater Management Department, DuPage County is responsible for construction oversight of various local and regional stormwater projects bid by the department. Additional assistance is needed to help staff with review of contractor submittals and on site inspection during construction.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. This contract was vetted based on the County's Qualified Based Selection (QBS) process, which allows for Professional Services to be vetted through an open and transparent process. Requests for Statements of Qualifications were sent to firms throughout the industry. Stormwater staff utilized an evaluation team to review and rank a total of 6 firms, taking into consideration the qualifications of the firm, experience of key personnel, and understanding of unique stormwater scope of services. Stormwater staff has determined that WBK Engineering has the most qualified staff based on the information received to perform necessary services.
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 contract to WBK, a full service engineering firm, for on-call services to assist with the needs of the department. 2) Hire in-house Structural, Geotechnical, Electrical, and Mechanical Engineers to assist current staff. 3) Take no action. This is not recommended, as it is important to have qualified personnel involved with the county's construction projects.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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	Vendor#: 12800	Dept: Stormwater Management	Division:
Attn: Greg Chistmark	Email: GChistmark@bodwegroup.com	Attn: Jamie Lock	Email: jamie.lock@dupagecounty.gov
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: 630-443-7755	Fax:	Phone: 630-407-6705	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 12, 2025	Contract End Date (PO25): Nov 30, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		On Call Professional Engineering Drainage Services Countywide	FY26	1600	3000	53010		60,000.00	60,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 60,000.00

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

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

This Professional Service Agreement (“AGREEMENT”), is made this 12th day of November, 2025 between COUNTY OF DUPAGE, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and WBK Engineering, LLC., an Illinois corporation licensed to do business in the State of Illinois, with offices at 116 W. Main Street, Suite 201, St. Charles, IL 60174; hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

R E C I T A L S

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

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

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

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

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

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

1.0 INCORPORATION AND CONSTRUCTION.

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

2.0 SCOPE OF SERVICES.

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

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

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

3.0 NOTICE TO PROCEED.

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

4.0 TECHNICAL SUBCONSULTANTS

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

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

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

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements or professional services on the PROJECT or Work Order after the COUNTY issues its written Notice to Proceed for any approved Work Order(s). The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in the Scope of Work, The CONSULTANT shall submit a schedule for completion of each Work Order within ten (10) days of the written approval of said Work Order(s) by the COUNTY. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2026 unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES.

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

7.0 COMPENSATION.

- 7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed sixty thousand dollars and no cents (\$60,000.00). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT’s staff and/or the fee schedule(s) as incorporated herein. The multiplier includes the CONSULTANT’s cost of overhead, profit and incidental costs. A schedule of the hourly rates for CONSULTANT’s staff, and approved sub-consultant’s technical or professional staff, identified by position or assignment, is attached and incorporated hereto as Exhibit “C.” The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) to not exceed the total compensation as stated herein. The COUNTY retains the authority to limit the maximum rate per classification for any additions to classifications listed on Exhibit C, including Exhibit C for approved sub-consultant(s), when invoices are submitted for the approved work.
- 7.3.a If overtime/weekend/holiday (o/w/h) rates are expressly allowed under the AGREEMENT, but such rates are not otherwise specified, the o/w/h rate for each category shall be no more than one hundred fifty percent (150%) of the stated normal rate for that category.
The o/w/h rate, when allowed, shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on the PROJECT or Work Order(s).
- 7.3.b If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days’ notice of any proposed fee change.

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

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

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

7.4.b CONSULTANT shall not include computer and vehicle mileage charges as direct expenses. A daily fee for vehicle use is acceptable.

- 7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.

- 7.6 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Separate invoices shall be submitted for each approved Work Order and each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according

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

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

8.0 CONSULTANT'S INSURANCE

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

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

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

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

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

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

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

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

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

9.0 INDEMNIFICATION

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

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

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

10.0 SATISFACTORY PERFORMANCE

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

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

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

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

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

14.0 MODIFICATION OR AMENDMENT

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

15.0 TERM OF THIS AGREEMENT

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
 - (b) The expiration of this AGREEMENT on November 30, 2026, 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, 2026.
- 15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work

satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

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

16.0 TERMINATION

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

17.0 ENTIRE AGREEMENT

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

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

20.0 GOVERNING LAW

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

21.0 NOTICES.

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

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

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

WBK Engineering, LLC

BY: _____
DEBORAH A. CONROY
CHAIR DUPAGE COUNTY BOARD

BY: _____
GREG CHISMAR

ATTEST:

ATTEST:

BY: _____
JEAN KACZMAREK, COUNTY CLERK

BY: _____
NAME AND TITLE:

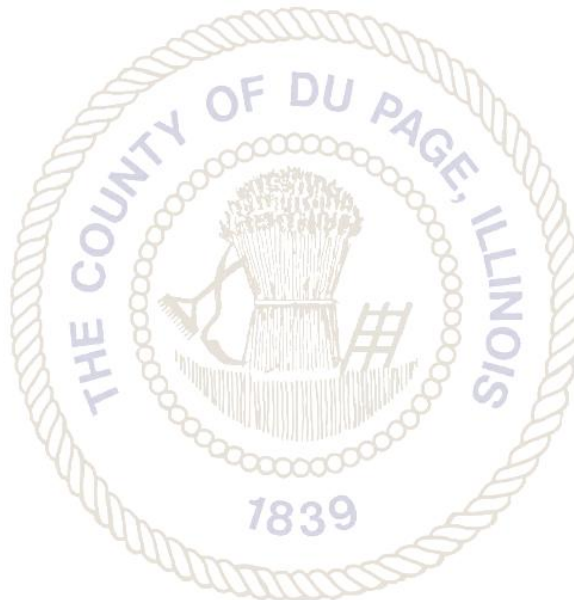


EXHIBIT A

SCOPE OF SERVICES

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

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

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

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

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

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

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

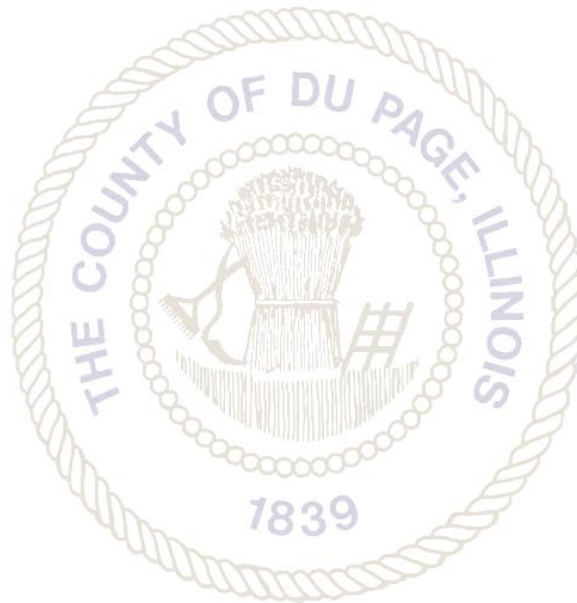


EXHIBIT B

DELIVERABLES

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

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

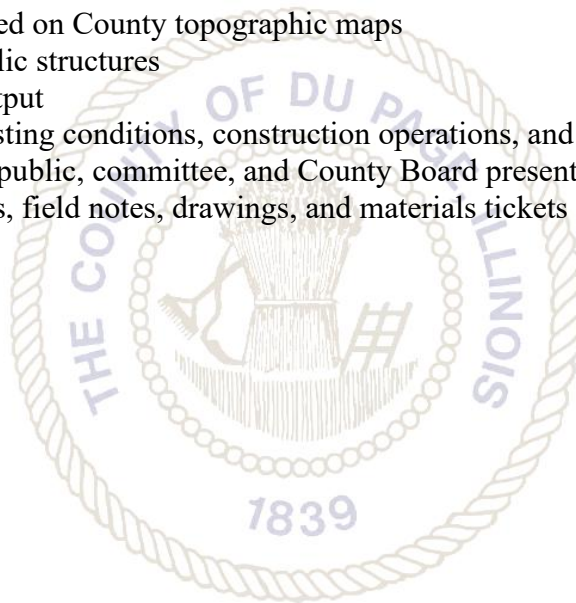


EXHIBIT C

SCHEDULE OF FEES AND HOURLY RATES FOR CONSULTANT'S STAFF

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

WBK

<u>Classification</u>	<u>Pay Rate Range</u>	
Principal	\$90.00	\$90.00
Engineer VI	\$77.00	\$90.00
Engineer V	\$65.00	\$77.00
Engineer IV	\$52.00	\$65.00
Engineer III	\$42.00	\$52.00
Engineer II	\$35.00	\$42.00
Engineer I	\$30.00	\$35.00
Urban Planner VI	\$80.00	\$86.00
Urban Planner V	\$65.00	\$80.00
Urban Planner IV	\$57.00	\$65.00
Urban Planner III	\$45.00	\$57.00
Urban Planner II	\$35.00	\$45.00
Environmental Resource Specialist V	\$50.00	\$60.00
Environmental Resource Specialist IV	\$42.00	\$50.00
Environmental Resource Specialist III	\$40.00	\$42.00
Environmental Resource Specialist II	\$29.00	\$33.00
Technician V	\$68.00	\$78.00
Technician IV	\$50.00	\$68.00
Technician III	\$40.00	\$50.00
Technician II	\$33.00	\$40.00
Technician I	\$29.00	\$33.00
Intern	\$21.00	\$27.00
Administrative	\$31.00	\$37.00

Actual pay rates will be billed to the County at a 2.80 multiplier.

Vehicle Use Charge / Daily	\$65.00
----------------------------	---------

***Maximum Rate cannot exceed \$90/hour.**



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	WBK Engineering, LLC
CONTACT PERSON:	Vince DiPrima
CONTACT EMAIL:	vdiprima@bodwegroup.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

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

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: _Greg Chismark_

Signature: 

Title: _President_

Date: __10/17/2025__



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0025-25

Agenda Date: 11/4/2025

Agenda #: 10.I.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND CIVIL AND ENVIRONMENTAL CONSULTANTS, INC.
FOR ON CALL LAND SURVEYING SERVICES

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

WHEREAS, the COUNTY requires 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 Civil and Environmental Consultants, Inc. (CONSULTANT) has experience and expertise in this area and is in the business of providing such professional services required by the County and is willing to perform the required services, as needed on an on-call basis, for an amount not to exceed fifty thousand dollars and no cents (\$50,000.00).

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

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

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

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Civil & Environmental Consultants, Inc., Attn: Brian Wozniak, 1230 East Diehl Road, Suite 200, Naperville, IL; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 12th day of November, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID #: SM-P-0025-25	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$50,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/04/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$100,000.00
	CURRENT TERM TOTAL COST: \$50,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: Civil & Environmental Consultants, Inc.	VENDOR #: 37884	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Brian Wozniak	VENDOR CONTACT PHONE: 630-963-6026	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: bwozniak@cecinc.com	VENDOR WEBSITE: https://www.cecinc.com/	DEPT REQ #: 1600-2526	
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.). \$50,000 - On-call Professional Land Surveying Services to support the Stormwater Management Department's watershed planning, project design, land acquisition, drainage and in-house design activities. This is the first, and final, renewal.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Stormwater staff does not include professional land surveyors necessary for performing the scope of work defined in the tasks noted previously. Professional Land Surveying services are vital for completion of both current and future stormwater projects.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Stormwater Management only selects Professional Land Surveying firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Qualifications were sent to firms throughout the industry. Statements of Interest were received from 9 firms. Stormwater staff utilized an evaluation team to review and rank firms, taking into consideration the qualifications of the firm, experience of key personnel, and understanding of unique stormwater scope of services.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). Staff recommendation is to award a contract to Civil and Environmental Consultants, Inc. Other options would be to utilize in-house staff to collect data or not collect the data at all. These other options are not recommended by Stormwater staff as we do not have the in-house capability to collect high accuracy data and we have a responsibility to ensure our facilities are operational and stable and projects can be completed in a timely manner.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Civil & Environmental Consultants, Inc.	Vendor#: 37884	Dept: Stormwater Management	Division:
Attn: Brian Wozniak	Email: bwozniak@cecinc.com	Attn: Jamie Lock	Email: jamie.lock@dupagecounty.gov
Address: 1230 East Diehl Road, Suite 200	City: Naperville	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60563	State: IL	Zip: 60187
Phone: 630-963-6026	Fax:	Phone: 630-407-6705	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 12, 2025	Contract End Date (PO25): Nov 30, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		On-call Professional surveying services for the stormwater management department, countywide	FY26	1600	3000	53010		50,000.00	50,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 50,000.00

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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND CIVIL AND ENVIRONMENTAL CONSULTANTS, INC.
FOR ON CALL LAND SURVEYING SERVICES

This Professional Service Agreement (“AGREEMENT”), is made this 12th day of November, 2025 between COUNTY OF DUPAGE, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Civil and Environmental Consultants, Inc., a Pennsylvania corporation licensed to do business in the State of Illinois, with offices at 1230 East Diehl Road, Suite 200, Naperville, IL 60540; hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

R E C I T A L S

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

WHEREAS, the COUNTY requires various professional services (surveying, wetland analysis, flood plain modeling, etc.), on an on-call basis, as necessary for its facilities, small-scale stormwater management and drainage investigations (hereinafter referred to as “PROJECT” or “Work Orders”), and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional services required by the County and is willing to perform the required services, as needed on an on-call basis, for an amount not to exceed fifty thousand dollars and no cents (\$50,000.00).

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

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

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

1.0 INCORPORATION AND CONSTRUCTION.

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

2.0 SCOPE OF SERVICES.

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

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

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

3.0 NOTICE TO PROCEED.

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

4.0 TECHNICAL SUBCONSULTANTS

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

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

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

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements or professional services on the PROJECT or Work Order after the COUNTY issues its written Notice to Proceed for any approved Work Order(s). The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in the Scope of Work, The CONSULTANT shall submit a schedule for completion of each Work Order within ten (10) days of the written approval of said Work Order(s) by the COUNTY. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2026 unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES.

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

7.0 COMPENSATION.

- 7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed fifty thousand dollars and no cents (\$50,000.00). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT’s staff and/or the fee schedule(s) as incorporated herein. The multiplier includes the CONSULTANT’s cost of overhead, profit and incidental costs. A schedule of the hourly rates for CONSULTANT’s staff, and approved sub-consultant’s technical or professional staff, identified by position or assignment, is attached and incorporated hereto as Exhibit “C.” The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) to not exceed the total compensation as stated herein. The COUNTY retains the authority to limit the maximum rate per classification for any additions to classifications listed on Exhibit C, including Exhibit C for approved sub-consultant(s), when invoices are submitted for the approved work.
- 7.3.a If overtime/weekend/holiday (o/w/h) rates are expressly allowed under the AGREEMENT, but such rates are not otherwise specified, the o/w/h rate for each category shall be no more than one hundred fifty percent (150%) of the stated normal rate for that category.
The o/w/h rate, when allowed, shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on the PROJECT or Work Order(s).
- 7.3.b If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days’ notice of any proposed fee change.

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

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

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

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

- 7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.

- 7.6 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Separate invoices shall be submitted for each approved Work Order and each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according

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

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

8.0 CONSULTANT'S INSURANCE

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

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

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

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

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

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

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

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

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

9.0 INDEMNIFICATION

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

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

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

10.0 SATISFACTORY PERFORMANCE

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

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

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

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

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

14.0 MODIFICATION OR AMENDMENT

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

15.0 TERM OF THIS AGREEMENT

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
 - (b) The expiration of this AGREEMENT on November 30, 2026, 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, 2026.
- 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:

Civil and Environmental Consultants, Inc.
1230 East Diehl Road
Suite 200
Naperville, IL 60540

ATTN: Brian Wozniak
Phone: 630-541-0619
Email: bwozniak@cecinc.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

CIVIL & ENVIRONMENTAL
CONSULTANTS, INC.

BY: _____
DEBORAH A. CONROY
CHAIR DUPAGE COUNTY BOARD

BY: _____
BRIAN WOZNIAK

ATTEST:

ATTEST:

BY: _____
JEAN KACZMAREK
COUNTY CLERK

BY: _____
NAME: _____
TITLE: _____

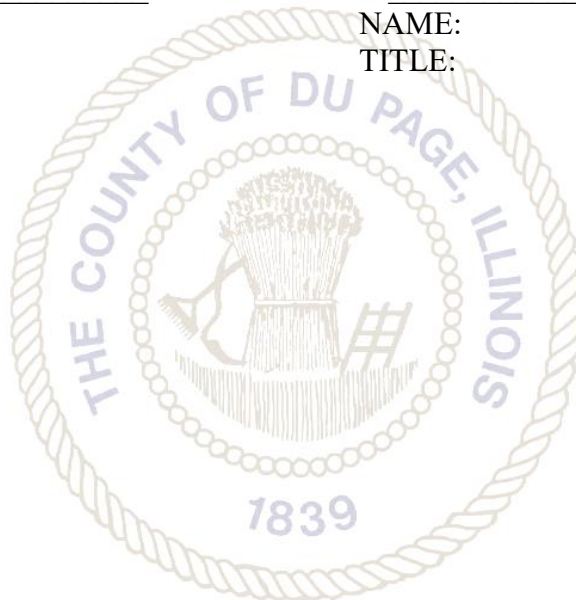


EXHIBIT A

SCOPE OF WORK

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

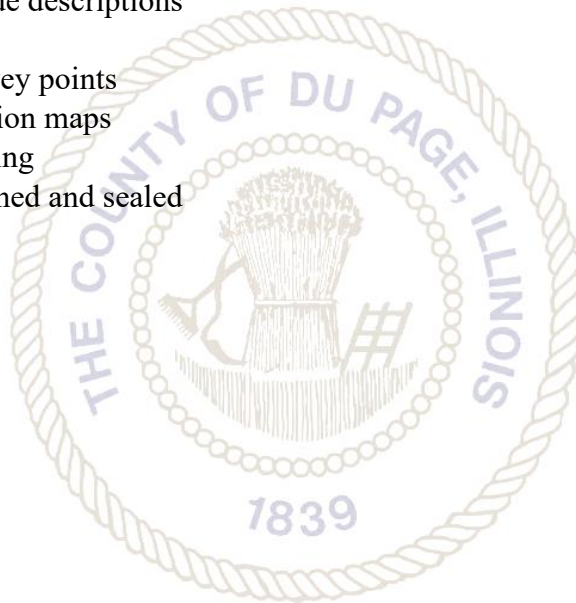
- Preparation of project specific proposals with a relatively quick turnaround time
- Hydraulic structure surveys
- Topographic surveys
- Boundary surveys
- Settlement surveys
- Stream cross section surveys and Manning roughness calculations
- Resolution of discrepancies in monumentation
- Field survey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

EXHIBIT B

DELIVERABLES

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

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



SCHEDULE OF FEES AND HOURLY RATES FOR CONSULTANT'S STAFF

CIVIL AND ENVIRONMENTAL CONSULTANTS, INC.

BDE 3600 (Rev.05/03/24)



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Civil & Environmental Consultants, Inc.
CONTACT PERSON:	Tim Murphy
CONTACT EMAIL:	tim.murphy@cecinc.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

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

The full text of the County's Procurement Ordinance is available at:

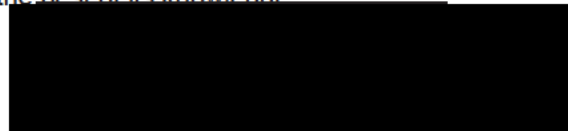
https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Tim Murphy

Signature:



Title: Principal

Date: October 16, 2025



Technology Requisition \$30,000 and Over

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

File #: TE-P-0018-25

Agenda Date: 11/4/2025

Agenda #: 6.G.

AWARDING RESOLUTION ISSUED TO
VERIZON WIRELESS
FOR WIRELESS TABLET AND MACHINE-TO-MACHINE SERVICES
FOR SHERIFF, DEPARTMENT OF TRANSPORTATION,
STORMWATER, AND PUBLIC WORKS
(CONTRACT TOTAL AMOUNT \$33,510.00)

WHEREAS, the County of DuPage by virtue of its power set forth in the Counties Code (55 ILCS 5/1-1001 *et seq.*) is authorized to enter into this Agreement; and

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for wireless tablet and machine-to-machine services; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the State of Illinois Master Contract #CMS793372P, the County of DuPage will contract with Verizon Wireless; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to Verizon Wireless, for wireless tablet and machine-to-machine services, for the period of November 16, 2025 through September 30, 2026, for Sheriff, Department of Transportation, Stormwater, and Public Works.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for wireless tablet and machine-to-machine services, for the period of November 16, 2025 through September 30, 2026, for Sheriff, Department of Transportation, Stormwater, and Public Works, be, and it is hereby approved for issuance of a contract by the Procurement Division to Verizon Wireless, 254 Congress Dr., New Lenox, IL 60451, for a contract total amount not to exceed \$33,510.00, per contract pursuant to the State of Illinois Master Contract #CMS793372P.

Enacted and approved this 12th day of November, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-2466	RFP, BID, QUOTE OR RENEWAL #: State of IL Master Contract #CMS793372P	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$33,510.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: NOV 4, 2025	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$33,510.00
	CURRENT TERM TOTAL COST: \$33,510.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Verizon Wireless	VENDOR #: 10597	DEPT: IT	DEPT CONTACT NAME: Joe Bulaga
VENDOR CONTACT: Jeremy Timm	VENDOR CONTACT PHONE: 847-946-3125	DEPT CONTACT PHONE #: 630-407-5151	DEPT CONTACT EMAIL: Joseph.Bulaga@dupagecounty.gov
VENDOR CONTACT EMAIL: jeremy.timm@verizon.com	VENDOR WEBSITE:	DEPT REQ #:	
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.). Wireless tablet and machine-to-machine services using pricing on the State of Illinois Master Contract #CMS793372P.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The Verizon wireless data services associated with this request are used by DOT, Stormwater, Public Works, and Sheriff. The primary use with the data services is in the M2M connectivity for the monitoring of traffic intersections for DOT and Stormwater locations across the County. There are also department engineers using Verizon data services on their tablets to collect and send information while working in the field. There are no voice services associated with this service.			

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.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING	

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Purchase in compliance with Governmental Joint Purchasing ACT, 30 ILCS 525/2 (State of Illinois Master Contract #CMS793372P).
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) Staff recommends we continue using Verizon Wireless data service to maintain business continuity. 2) Discontinue service and migrate to another provider, which would impact business continuity.

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: Verizon Wireless	Vendor#: 10597	Dept: IT	Division:
Attn: Jeremy Timm	Email: jeremy.timm@verizon.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 254 Congress Dr.	City: New Lenox	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60451	State: IL	Zip: 60187
Phone: 847-946-3125	Fax:	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Verizon Wireless	Vendor#: 10597	Dept: IT	Division:
Attn:	Email:	Attn: Joe Bulaga	Email: Joseph.Bulaga@dupagecounty.gov
Address: P.O. Box 25505	City: Lehigh Valley	Address: 421 N. County Farm Road	City: Wheaton
State: PA	Zip: 18002-5505	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5151	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 16, 2025	Contract End Date (PO25): Sep 30, 2026

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		Wireless Services - Sheriff	FY25	1000	4400	53260		140.00	140.00
2	1	EA		Wireless Services - Stormwater	FY25	1600	3000	53260		645.00	645.00
3	1	EA		Wireless Services - DOT - Highway	FY25	1500	3510	53260		905.00	905.00
4	1	EA		Wireless Services - Public Works	FY25	2000	2665	53260		1,000.00	1,000.00
5	1	EA		Wireless Services - Public Works	FY25	2000	2555	53260		1,000.00	1,000.00
6	1	EA		Wireless Services - Public Works	FY25	2000	2640	53260		500.00	500.00
7	1	EA		Wireless Services - Sheriff	FY26	1000	4400	53260		1,385.00	1,385.00
8	1	EA		Wireless Services - Stormwater	FY26	1600	3000	53260		6,420.00	6,420.00
9	1	EA		Wireless Services - DOT - Highway	FY26	1500	3510	53260		9,015.00	9,015.00
10	1	EA		Wireless Services - Public Works	FY26	2000	2665	53260		4,000.00	4,000.00
11	1	EA		Wireless Services - Public Works	FY26	2000	2555	53260		5,500.00	5,500.00
12	1	EA		Wireless Services - Public Works	FY26	2000	2640	53260		3,000.00	3,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 33,510.00

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 & Joe Bulaga and copy both when emailing PO to vendor. Please add "First Invoice Allowed" date of 11/01/2025.
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.

STATE OF ILLINOIS

CONTRACT AMENDMENT

The undersigned Agency and Vendor, Cellco Partnership dba Verizon Wireless, (the Parties) agree that the following shall amend the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Agency and the Vendor cause this Amendment to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR

Vendor Name: Cellco Partnership d/b/a Verizon Wireless	Address: One Verizon Way, Basking Ridge NJ 07920
Signature: Signature on File	Phone: 240-280-3561
Printed Name: Clifton G. Miller	Fax: NA
Title: Sr. Director – Contract Management	Email: Clifton.Miller@verizonwireless.com
Date: 09/04/2025	

STATE OF ILLINOIS

Procuring Agency: Department of Innovation and Technology	Phone:
Street Address: 120 W Jefferson Street	ALL NOTICES TO: Email: DoIT.ITPO.Communications@Illinois.gov and DoIT.GeneralCounsel@Illinois.gov
City, State ZIP: Springfield, IL 62702	
Official Signature: Signature on File	Date: 09/25/2025
Printed Name: Brandon Ragle	
Official's Title: Acting Secretary	
Legal Signature: Signature on File	Date: 09/24/2025
Legal Printed Name: Radhika Lakhani	
Legal's Title: General Counsel	
Fiscal Signature: Signature on File	Date: 09/24/2025
Fiscal's Printed Name: Mary Feagans	
Fiscal's Title: Chief Fiscal Officer	

STATE USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

PBC# 22037605

Project Title JPMC Verizon Wireless Voice, Data, Equip

Contract # CMS793372P

Procurement Method (IFB, RFP, Small, etc): RFP

IPB Ref. # 22037605

IPB Publication Date: 12/11/2015

Award Code: B

Subcontractor Utilization? X Yes ☐ NoSubcontractor Disclosure? X Yes ☐ No

Funding Source JPMC

Obligation # 9100000592

CPO 33 – General Counsel Approval:

Signature

Printed Name

Date

1. CONTRACT DESCRIPTION (including Original Purchase Order or Contract Number): The Illinois Department of Innovation and Technology and Cellco Partnership dba Verizon Wireless are amending Contract# P-4622/ CMS793372P, JPMC Verizon Wireless Voice, Data, Equipment, a contract to provide wireless voice and data services and equipment..

2. CHANGE ORDER: Is this amendment a change order as defined in 30 ILCS 500/1-15.12 and 720 ILCS 5/33E?

☒ Yes ☐ No

3. DESCRIPTION OF AMENDMENT (Check all that apply, complete blanks and explain as necessary):

3.1. The completion date will be ☒ extended, ☐ shortened or ☐ remain the same.

3.1.1. Original completion date: October 3, 2025.

3.1.2. Revised completion date: October 2, 2026.

3.2. The method of determining compensation (e.g., hourly rate, fixed fee, etc.) will ☒ stay the same.

3.3. The cost will be ☐ increased, ☐ decreased or ☒ remain the same.

3.4. The supplies or services to be provided will ☒ stay the same.

3.5. Subcontractors are being ☐ added, ☐ deleted, or ☒ remain the same.

3.5.1. All contracts with the subcontractors identified above must include the Standard Illinois Certifications.

3.5.2. If the annual value of any of the subcontracts is more than \$100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

3.5.3. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Illinois Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide a completed IPG Active Registered Vendor Disclosure (formerly named Forms B) for the subcontractor.

3.5.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

4. EFFECTIVE DATE OF AMENDMENT: Last Date of Execution.

STATE OF ILLINOIS

TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: Cellco Partnership

Business Name: dba Verizon Wireless

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number : 22-3372889

Legal Status (check one):

☐ Individual

☐ Sole Proprietor

☒ Partnership

☐ Legal Services Corporation

☐ Tax-exempt

☐ Corporation providing or billing

medical and/or health care services

☐ Corporation NOT providing or billing

medical and/or health care services

☐ Governmental

☐ Nonresident alien

☐ Estate or trust

☐ Pharmacy (Non-Corp.)

☐ Pharmacy/Funeral Home/Cemetery (Corp.)

☐ Limited Liability Company

(select applicable tax classification)

☐ D = disregarded entity

☐ C = corporation

☐ P = partnership

Signature on File

Signature of Authorized Representative:

Date: 09/04/2025



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	119-448DOIT-ADMIN-P-4622
COMPANY NAME:	Cellco Partnership d/b/a Verizon Wireless
CONTACT PERSON:	Jeremy Timm
CONTACT EMAIL:	jeremy.timm@verizonwireless.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

- ☐ Yes
☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE
None to the best of our knowledge.				

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.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

- ☐ Yes
- ☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Clifton Miller, Jr.

Signature: **Signature on File**

Title: Senior Director - Contract Management

Date: October 10, 2025