



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0070-23

Agenda Date: 11/7/2023

Agenda #: 9.I

AWARDING RESOLUTION ISSUED TO
EARTHWERKS LAND IMPROVEMENT
AND DEVELOPMENT CORPORATION, INC.
(CONTRACT AMOUNT \$2,222,744)

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

WHEREAS, the lowest most responsible bidder has been designated and the Stormwater Management Committee recommends County Board approval for the issuance of a contract for On Call Construction.

NOW, THEREFORE, BE IT RESOLVED that County Contract, covering said, for On Call Construction, for the Stormwater Management Department, be and it is hereby approved for issuance of a Contract by the Procurement Division, to Earthwerks Land Improvement and Development Corporation, Inc., 2111 Ogden Avenue, Lisle, IL 60532 for the total contract amount not to exceed \$2,222,744 per lowest responsible Bid # 22-102-SWM, first option to renew.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist

Procurement Services Division

This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-3344	RFP, BID, QUOTE OR RENEWAL #: 22-102-SWM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$2,222,744.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$6,668,232.00
	CURRENT TERM TOTAL COST: \$2,222,744.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: Earthwerks Land Improvement and Development Corporation, Inc.	VENDOR #: 11452	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Dan Davies	VENDOR CONTACT PHONE: 630-482-2341	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupageco.org
VENDOR CONTACT EMAIL: ldavies@earthwerksinc.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2327	
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.). \$2,222,744.00 - First Renewal. On Call Construction for Stormwater Management to assist the department with construction projects countywide. Work includes streambank stabilization, storm sewer improvements, earth excavation and grading, along with associated paving and restoration as required for each project. Vegetation management may also be required for each project. A portion of the funds for this contract will be paid with American Rescue Plan Act (ARPA) funds received by the Department.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Bid #22-102-SWM			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source. Decision Memo Not Required
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: Earthwerks Land Improvement and Development Corporation, Inc.	Vendor#: 11452	Dept: Stormwater Management	Division:
Attn: Dan Davies	Email: ldavies@earthwerksinc.com	Attn: Jamie Lock	Email: jamie.lock@dupageco.org
Address: 2111 Ogden Avenue	City: Lisle	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60532	State: IL	Zip: 60187
Phone: 630-482-2341	Fax: 630-482-2342	Phone: 630-407-6705	Fax: 630-407-6701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<i>Shipping</i>		<i>Contract Dates</i>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 14, 2023	Contract End Date (PO25): Nov 30, 2025
Contract Administrator (PO25): Alicia Favela Perez			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		On Call Construction for Stormwater Management to assist the department with construction projects Countywide (Bid 22-102-SWM)	FY24	1600	3000	54060		1,000,000.00	1,000,000.00
2	1	EA			FY24	1100	1215	53830	COVID-19_SWM	500,000.00	500,000.00
3	1	EA			FY24	1100	1215	54060	COVID-19_SWM	500,000.00	500,000.00
4	1	EA			FY25	1100	1215	54060	COVID-19_SWM	222,744.00	222,744.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 2,222,744.00

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

CONTRACT 22-102-SWM BETWEEN EARTHWERKS LAND IMPROVEMENT AND DEVELOPMENT CORPORATION
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this 30TH day of December, 2022, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and EARTHWERKS LAND IMPROVEMENT AND DEVELOPMENT CORPORATION., licensed to do business in the State of Illinois, located at 2111 Ogden Avenue, Lisle, IL 60532 (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Bid 22-102-SWM for DuPage Stormwater Management Department, located at the DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

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

1.0 CONTRACT DOCUMENTS

1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:

- 1.1.a Project Information
- 1.1.b Instructions to Bidders
- 1.1.c General Conditions
- 1.1.d Special Conditions
- 1.1.e Insurance/Bonding Requirements and Certificates
- 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
- 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
- 1.1.h Exhibits
- 1.1.i County Purchase Order

1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.

1.3 In the event of a conflict between any of the above documents, the document control from top to bottom, i.e., "a" control over "b".

2.0 DURATION OF THIS CONTRACT

2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a two (2) year period beginning on 11/08/2022 and continuing through 11/30/2024.

2.2 The Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus renewals exceed four (4) years.

3.0 TERMINATION

3.1 Except as otherwise set forth in this AGREEMENT, County shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

3.2 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 deliverables tendered prior to termination. There shall be no termination expenses.

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

4.0 BID PRICES AND PAYMENT

- 4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.
- 4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

5.0 AMENDMENTS

- 5.1 This Contract may be amended by agreement of both parties.
- 5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

6.0 CONTRACT ENFORCEMENT – ATTORNEY'S FEES

- 6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

7.0 SEVERABILITY CLAUSE

- 7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

8.0 GOVERNING LAW

- 8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

9.0 ENTIRE AGREEMENT

- 9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.
- 9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

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

THE COUNTY OF DUPAGE, ILLINOIS

CONTRACTOR

By: _____
SIGNATURE

By: _____
SIGNATURE

Mary Catherine Wells
PRINTED NAME

DAN DAVIS
PRINTED NAME

Acting Chief Procurement Officer
PRINTED TITLE

President
PRINTED TITLE

1/30/23
DATE

1-31-2023
DATE



**THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
ON-CALL CONSTRUCTION
22-102-SWM BID TABULATION**



NO.	ITEM	UOM	QTY	EARTHWORKS		V3 COMPANIES	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	1,000	\$ 50.00	\$ 50,000.00	\$ 36.00	\$ 36,000.00
2	TREE REMOVAL (GREATER THAN 15 UNITS DIAMETER)	UNIT	1,000	\$ 50.00	\$ 50,000.00	\$ 48.00	\$ 48,000.00
3	TRAFFIC CONTROL AND PROTECTION ALLOWANCE	LSUM	1	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
4	PERIMETER EROSION BARRIER	FOOT	5,000	\$ 3.00	\$ 15,000.00	\$ 5.75	\$ 28,750.00
5	INLET AND PIPE PROTECTION	EACH	20	\$ 200.00	\$ 4,000.00	\$ 330.00	\$ 6,600.00
6	TEMPORARY FENCE	FOOT	5,000	\$ 10.00	\$ 50,000.00	\$ 6.00	\$ 30,000.00
7	TREE PROTECTION - TREE TRUNK PROTECTION	EACH	25	\$ 400.00	\$ 10,000.00	\$ 150.00	\$ 3,750.00
8	TREE PROTECTION - ROOT PROTECTION MATS	FOOT	750	\$ 10.00	\$ 7,500.00	\$ 66.00	\$ 49,500.00
9	WOODY VEGETATION REMOVAL AND HERBICIDE APPLICATION	SQ YD	3,500	\$ 7.00	\$ 24,500.00	\$ 12.00	\$ 42,000.00
10	DRAINAGE STRUCTURE TO BE REMOVED	EACH	5	\$ 1,000.00	\$ 5,000.00	\$ 2,500.00	\$ 12,500.00
11	EARTH EXCAVATION, SPECIAL	CU YD	5,000	\$ 50.00	\$ 250,000.00	\$ 84.00	\$ 420,000.00
12	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1,000	\$ 50.00	\$ 50,000.00	\$ 80.00	\$ 80,000.00
13	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	750	\$ 20.00	\$ 15,000.00	\$ 100.00	\$ 75,000.00
14	EXPLORATORY TRENCH, SPECIAL	FOOT	250	\$ 100.00	\$ 25,000.00	\$ 130.00	\$ 32,500.00
15	HMA PAVEMENT REMOVAL	SY YD	265	\$ 4.00	\$ 1,060.00	\$ 42.00	\$ 11,130.00
16	CONCRETE PAVEMENT REMOVAL	SY YD	265	\$ 8.00	\$ 2,120.00	\$ 50.00	\$ 13,250.00
17	SIDEWALK REMOVAL	SQ FT	400	\$ 3.00	\$ 1,200.00	\$ 3.00	\$ 1,200.00
18	COMBINATION CONCRETE CURB AND GUTTER REMOVAL & REPLACEMENT, SPECIAL	FOOT	300	\$ 60.00	\$ 18,000.00	\$ 91.00	\$ 27,300.00
19	REMOVE AND REINSTALL FENCE	FOOT	500	\$ 100.00	\$ 50,000.00	\$ 73.00	\$ 36,500.00
20	FENCE ALLOWANCE	LSUM	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
21	SEWER REMOVAL, 15" OR LESS	FOOT	200	\$ 10.00	\$ 2,000.00	\$ 140.00	\$ 28,000.00

22	SEWER REMOVAL, GREATER THAN 15"	FOOT	200	\$ 10.00	\$ 2,000.00	\$ 140.00	\$ 28,000.00
23	STORM SEWER, 6" PVC (SDR 26)	FOOT	400	\$ 45.00	\$ 18,000.00	\$ 150.00	\$ 60,000.00
24	STORM SEWER, 8" PVC (SDR 26)	FOOT	200	\$ 50.00	\$ 10,000.00	\$ 160.00	\$ 32,000.00
25	STORM SEWER, 10" PVC (SDR 26)	FOOT	200	\$ 60.00	\$ 12,000.00	\$ 170.00	\$ 34,000.00
26	STORM SEWER, 12" PVC (SDR 26)	FOOT	100	\$ 70.00	\$ 7,000.00	\$ 190.00	\$ 19,000.00
27	STORM SEWER, 18" PVC (SDR 26)	FOOT	100	\$ 70.00	\$ 7,000.00	\$ 250.00	\$ 25,000.00
28	STORM SEWER, 21" PVC (SDR 26)	FOOT	100	\$ 80.00	\$ 8,000.00	\$ 300.00	\$ 30,000.00
29	STORM SEWER, 24" PVC (SDR 26)	FOOT	100	\$ 200.00	\$ 20,000.00	\$ 400.00	\$ 40,000.00
30	STORM SEWER, 4" CORRUGATED PLASTIC PIPE	FOOT	250	\$ 25.00	\$ 6,250.00	\$ 120.00	\$ 30,000.00
31	STORM SEWER, 6" CORRUGATED PLASTIC PIPE	FOOT	250	\$ 25.00	\$ 6,250.00	\$ 120.00	\$ 30,000.00
32	STORM SEWER, 8" CORRUGATED PLASTIC PIPE	FOOT	250	\$ 30.00	\$ 7,500.00	\$ 120.00	\$ 30,000.00
33	STORM SEWER, 12" CORRUGATED PLASTIC PIPE	FOOT	100	\$ 55.00	\$ 5,500.00	\$ 160.00	\$ 16,000.00
34	STORM SEWER, 24" CORRUGATED PLASTIC PIPE	FOOT	100	\$ 140.00	\$ 14,000.00	\$ 190.00	\$ 19,000.00
35	STORM SEWER, 36" CORRUGATED PLASTIC PIPE	FOOT	200	\$ 220.00	\$ 44,000.00	\$ 240.00	\$ 48,000.00
36	STORM SEWER, 10" RCP	FOOT	200	\$ 40.00	\$ 8,000.00	\$ 280.00	\$ 56,000.00
37	STORM SEWER, 12" RCP	FOOT	100	\$ 40.00	\$ 4,000.00	\$ 280.00	\$ 28,000.00
38	STORM SEWER, 18" RCP	FOOT	100	\$ 60.00	\$ 6,000.00	\$ 280.00	\$ 28,000.00
39	STORM SEWER, 21" RCP	FOOT	100	\$ 70.00	\$ 7,000.00	\$ 330.00	\$ 33,000.00
40	STORM SEWER, 24" RCP	FOOT	100	\$ 80.00	\$ 8,000.00	\$ 340.00	\$ 34,000.00
41	CLEANOUT	EACH	10	\$ 2,000.00	\$ 20,000.00	\$ 1,400.00	\$ 14,000.00
42	2' INLET	EACH	20	\$ 2,000.00	\$ 40,000.00	\$ 3,300.00	\$ 66,000.00
43	3' DIA MANHOLE W/ FRAME AND GRATE	EACH	3	\$ 3,500.00	\$ 10,500.00	\$ 5,100.00	\$ 15,300.00
44	4' MANHOLE W/ FRAME AND GRATE	EACH	3	\$ 4,500.00	\$ 13,500.00	\$ 6,100.00	\$ 18,300.00
45	4' DIA CATCH BASIN TYPE A W/ GRATE	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 7,900.00	\$ 7,900.00
46	5' STRUCTURE W FRAME AND GRATE	EACH	1	\$ 6,000.00	\$ 6,000.00	\$ 9,500.00	\$ 9,500.00
47	10" FLARED END SECTION, METAL	EACH	1	\$ 300.00	\$ 300.00	\$ 1,100.00	\$ 1,100.00

48	12" FLARED END SECTION, METAL	EACH	1	\$ 400.00	\$ 400.00	\$ 1,100.00	\$ 1,100.00
49	18" FLARED END SECTION, METAL	EACH	1	\$ 500.00	\$ 500.00	\$ 1,100.00	\$ 1,100.00
50	21" FLARED END SECTION, METAL	EACH	1	\$ 600.00	\$ 600.00	\$ 1,200.00	\$ 1,200.00
51	24" FLARED END SECTION, METAL	EACH	1	\$ 700.00	\$ 700.00	\$ 1,200.00	\$ 1,200.00
52	24" WATERMAN F-25 MEDIUM DUTY FLAP GATE, OR EQUIVALENT	EACH	1	\$ 18,000.00	\$ 18,000.00	\$ 9,900.00	\$ 9,900.00
53	TRENCH BACKFILL, SPECIAL	CU YD	1,000	\$ 60.00	\$ 60,000.00	\$ 120.00	\$ 120,000.00
54	EXISTING DRAIN TILE REPAIR	EACH	5	\$ 1,000.00	\$ 5,000.00	\$ 3,100.00	\$ 15,500.00
55	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	500	\$ 60.00	\$ 30,000.00	\$ 190.00	\$ 95,000.00
56	CONCRETE CURB AND GUTTER, B6.12	FOOT	100	\$ 40.00	\$ 4,000.00	\$ 61.00	\$ 6,100.00
57	PCC SIDEWALK, 5" SPECIAL	SQ FT	400	\$ 20.00	\$ 8,000.00	\$ 18.00	\$ 7,200.00
58	VEGETATED ROCK TOE	TON	350	\$ 200.00	\$ 70,000.00	\$ 460.00	\$ 161,000.00
59	RR-3	TON	150	\$ 150.00	\$ 22,500.00	\$ 170.00	\$ 25,500.00
60	RR-4	TON	80	\$ 150.00	\$ 12,000.00	\$ 180.00	\$ 14,400.00
61	NATIVE PLANT PLUGS	EACH	30,000	\$ 15.00	\$ 450,000.00	\$ 6.75	\$ 202,500.00
62	FABRIC ENCAPSULATED SOIL LIFT	SQ FT	584	\$ 20.00	\$ 11,680.00	\$ 79.00	\$ 46,136.00
63	EROSION CONTROL BLANKET, S150 BN	SQ YD	3,000	\$ 4.00	\$ 12,000.00	\$ 3.75	\$ 11,250.00
64	PERMANENT SEEDING, NATIVE	ACRE	10	\$ 10,000.00	\$ 100,000.00	\$ 10,600.00	\$ 106,000.00
65	SEEDING, IDOT CLASS I	ACRE	5	\$ 6,000.00	\$ 30,000.00	\$ 8,800.00	\$ 44,000.00
66	SEEDING, IDOT CLASS 2A	ACRE	5	\$ 6,000.00	\$ 30,000.00	\$ 8,700.00	\$ 43,500.00
67	TOPSOIL, FURNISH AND PLACE, 6"	SQ YD	1,023	\$ 8.00	\$ 8,184.00	\$ 19.00	\$ 19,437.00
68	LANDSCAPE ALLOWANCE	LSUM	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
69	NATIVE TREE	EACH	40	\$ 800.00	\$ 32,000.00	\$ 620.00	\$ 24,800.00
70	NATIVE SHRUB	EACH	100	\$ 160.00	\$ 16,000.00	\$ 160.00	\$ 16,000.00
71	COIR LOG	FOOT	50	\$ 30.00	\$ 1,500.00	\$ 46.00	\$ 2,300.00
72	STONE OUTCROPPING	SQ FT	80	\$ 100.00	\$ 8,000.00	\$ 150.00	\$ 12,000.00
73	AS BUILT DRAWINGS	EACH	5	\$ 5,000.00	\$ 25,000.00	\$ 4,800.00	\$ 24,000.00

74	RESTORATION MONITORING AND REPORTING	YEAR	9	\$ 7,500.00	\$ 67,500.00	\$ 8,200.00	\$ 73,800.00
75	ECOLOGICAL MANAGEMENT	YEAR	9	\$ 7,500.00	\$ 67,500.00	\$ 9,300.00	\$ 83,700.00
76	REMOVAL AND DISPOSAL OF MISCELLANEOUS OBJECTS	SQ YD	450	\$ 10.00	\$ 4,500.00	\$ 45.00	\$ 20,250.00
77	TEMPORARY COFFERDAM, OF TYPE SPECIFIED	EACH	2	\$ 10,000.00	\$ 20,000.00	\$ 30,800.00	\$ 61,600.00
78	NON-WOVEN FILTER FABRIC	SQ YD	200	\$ 5.00	\$ 1,000.00	\$ 5.00	\$ 1,000.00
TOTAL BASE BID					\$ 2,122,744.00		\$ 3,065,553.00
CONTINGENCY					\$ 100,000.00		\$ 100,000.00
GRAND TOTAL					\$ 2,222,744.00		\$ 3,165,553.00

NOTES

1. GRAND TOTAL CORRECTION FOR EARTHWERKS.

Bid Opening 10/21/22 @ 2:30 PM	NE, DW, YQ
Invitations Sent	20
Total Vendors Requesting Documents	4
Total Bid Responses	2

SECTION 8 - BID FORM PRICING

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	1,000	\$ 50.	\$ 50000.
2	TREE REMOVAL (GREATER THAN 15 UNITS DIAMETER)	UNIT	1,000	\$ 50.	\$ 50000.
3	TRAFFIC CONTROL & PROTECTION ALLOWANCE	LSUM	1	\$30,000.00	\$30,000.00
4	PERIMETER EROSION BARRIER	FOOT	5,000	\$ 3.	\$ 15000.
5	INLET AND PIPE PROTECTION	EACH	20	\$ 200.	\$ 4000.
6	TEMPORARY FENCE	FOOT	5,000	\$ 10.	\$ 50000.
7	TREE PROTECTION - TREE TRUNK PROTECTION	EACH	25	\$ 400.	\$ 10000.
8	TREE PROTECTION - ROOT PROTECTION MATS	FOOT	750	\$ 10.	\$ 7500.
9	WOODY VEGETATION REMOVAL AND HERBICIDE APPLICATION	SQ YD	3,500	\$ 7.	\$ 24500.
10	DRAINAGE STRUCTURE TO BE REMOVED	EACH	5	\$ 1000.	\$ 5000.
11	EARTH EXCAVATION, SPECIAL	CU YD	5,000	\$ 50.	\$ 250000.
12	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1,000	\$ 50.	\$ 50000.
13	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	750	\$ 20.	\$ 15000.
14	EXPLORATORY TRENCH, SPECIAL	FOOT	250	\$ 100.	\$ 25000.
15	HMA PAVEMENT REMOVAL	SY YD	265	\$ 4.	\$ 1060.
16	CONCRETE PAVEMENT REMOVAL	SY YD	265	\$ 8.	\$ 2120.
17	SIDEWALK REMOVAL	SQ FT	400	\$ 3.	\$ 1200.
18	COMBINATION CONCRETE CURB AND GUTTER REMOVAL & REPLACEMENT, SPECIAL	FOOT	300	\$ 60.	\$ 18000.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
19	REMOVE AND REINSTALL FENCE	FOOT	500	\$ 100.	\$ 50000.
20	FENCE ALLOWANCE	LSUM	1	\$25,000.00	\$25,000.00
21	SEWER REMOVAL, 15" OR LESS	FOOT	200	\$ 10.	\$ 2000.
22	SEWER REMOVAL, GREATER THAN 15"	FOOT	200	\$ 10.	\$ 2000.
23	STORM SEWER, 6" PVC (SDR 26)	FOOT	400	\$ 45.	\$ 18000.
24	STORM SEWER, 8" PVC (SDR 26)	FOOT	200	\$ 50.	\$ 10000.
25	STORM SEWER, 10" PVC (SDR 26)	FOOT	200	\$ 60.	\$ 12000.
26	STORM SEWER, 12" PVC (SDR 26)	FOOT	100	\$ 70.	\$ 7000.
27	STORM SEWER, 18" PVC (SDR 26)	FOOT	100	\$ 70.	\$ 7000.
28	STORM SEWER, 21" PVC (SDR 26)	FOOT	100	\$ 80.	\$ 8000.
29	STORM SEWER, 24" PVC (SDR 26)	FOOT	100	\$ 200.	\$ 20000.
30	STORM SEWER, 4" CORRUGATED PLASTIC PIPE	FOOT	250	\$ 25.	\$ 6250.
31	STORM SEWER, 6" CORRUGATED PLASTIC PIPE	FOOT	250	\$ 25.	\$ 6250.
32	STORM SEWER, 8" CORRUGATED PLASTIC PIPE	FOOT	250	\$ 30.	\$ 7500.
33	STORM SEWER, 12" CORRUGATED PLASTIC PIPE	FOOT	100	\$ 55.	\$ 5500.
34	STORM SEWER, 24" CORRUGATED PLASTIC PIPE	FOOT	100	\$ 140.	\$ 14000.
35	STORM SEWER, 36" CORRUGATED PLASTIC PIPE	FOOT	200	\$ 220.	\$ 44000.
36	STORM SEWER, 10" RCP	FOOT	200	\$ 40.	\$ 8000.
37	STORM SEWER, 12" RCP	FOOT	100	\$ 40.	\$ 4000.
38	STORM SEWER, 18" RCP	FOOT	100	\$ 60.	\$ 6000.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
39	STORM SEWER, 21" RCP	FOOT	100	\$ 70.	\$ 7000.
40	STORM SEWER, 24" RCP	FOOT	100	\$ 80.	\$ 8000.
41	CLEANOUT	EACH	10	\$ 2000.	\$ 20000.
42	2' INLET	EACH	20	\$ 2000.	\$ 40000.
43	3' DIA MANHOLE W/ FRAME AND GRATE	EACH	3	\$ 3500.	\$ 10500.
44	4' MANHOLE W/ FRAME AND GRATE	EACH	3	\$ 4500.	\$ 13500.
45	4' DIA CATCH BASIN TYPE A W/ GRATE	EACH	1	\$ 5000.	\$ 5000.
46	5' STRUCTURE W FRAME AND GRATE	EACH	1	\$ 6000.	\$ 6000.
47	10" FLARED END SECTION, METAL	EACH	1	\$ 300.	\$ 300.
48	12" FLARED END SECTION, METAL	EACH	1	\$ 400.	\$ 400.
49	18" FLARED END SECTION, METAL	EACH	1	\$ 500.	\$ 500.
50	21" FLARED END SECTION, METAL	EACH	1	\$ 600.	\$ 600.
51	24" FLARED END SECTION, METAL	EACH	1	\$ 700.	\$ 700.
52	24" WATERMAN F-25 MEDIUM DUTY FLAP GATE, OR EQUIVALENT	EACH	1	\$ 18000.	\$ 18000.
53	TRENCH BACKFILL, SPECIAL	CU YD	1,000	\$ 60.	\$ 60000.
54	EXISTING DRAIN TILE REPAIR	EACH	5	\$ 1000.	\$ 5000.
55	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	500	\$ 60.	\$ 30000.
56	CONCRETE CURB AND GUTTER, B6.12	FOOT	100	\$ 40.	\$ 4000.
57	PCC SIDEWALK, 5" SPECIAL	SQ FT	400	\$ 20.	\$ 8000.
58	VEGETATED ROCK TOE	TON	350	\$ 200.	\$ 70000.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
59	RR-3	TON	150	\$ 150.	\$ 22500.
60	RR-4	TON	80	\$ 150.	\$ 12000.
61	NATIVE PLANT PLUGS	EACH	30,000	\$ 15.	\$ 450000.
62	FABRIC ENCAPSULATED SOIL LIFT	SQ FT	584	\$ 20.	\$ 11680.
63	EROSION CONTROL BLANKET, S150 BN	SQ YD	3,000	\$ 4.	\$ 12000.
64	PERMANENT SEEDING, NATIVE	ACRE	10	\$ 10000.	\$ 100000.
65	SEEDING, IDOT CLASS I	ACRE	5	\$ 6000.	\$ 30000.
66	SEEDING, IDOT CLASS 2A	ACRE	5	\$ 6000.	\$ 30000.
67	TOPSOIL, FURNISH AND PLACE, 6"	SQ YD	1,023	\$ 8.	\$ 8184.
68	LANDSCAPE ALLOWANCE	LSUM	1	\$25,000.00	\$25,000.00
69	NATIVE TREE	EACH	40	\$ 800.	\$ 32000.
70	NATIVE SHRUB	EACH	100	\$ 160.	\$ 16000.
71	COIR LOG	FOOT	50	\$ 30.	\$ 1500.
72	STONE OUTCROPPING	SQ FT	80	\$ 100.	\$ 8000.
73	AS BUILT DRAWINGS	EACH	5	\$ 5000.	\$ 25000.
74	RESTORATION MONITORING AND REPORTING	YEAR	9	\$ 7500.	\$ 67500.
75	ECOLOGICAL MANAGEMENT	YEAR	9	\$ 7500.	\$ 67500.
76	REMOVAL AND DISPOSAL OF MISCELLANEOUS OBJECTS	SQ YD	450	\$ 10.	\$ 4500.
77	TEMPORARY COFFERDAM, OF TYPE SPECIFIED	EACH	2	\$ 10000.	\$ 20000.
78	NON-WOVEN FILTER FABRIC	SQ YD	200	\$ 5.	\$ 1000.
TOTAL BASE BID					\$ 2172744. ⁰⁰
CONTINGENCY					\$ 100,000.00
GRAND TOTAL					\$ 2,272,744. ⁰⁰

THE COUNTY OF DUPAGE
ON-CALL CONSTRUCTION 22-102-SWM
PAGE 42 of 55

A TWO MILLION TWO HUNDRED AND SEVENTY-
TWO THOUSAND SEVEN HUNDRED AND
FOURTY-FOUR DOLLARS + NO/100 *

EARTHWORKS LAND IMPROVEMENT & DEVELOPMENT CORPORATION.



AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Earthwerks Land Improvement and Development Corporation, located at 2111 Ogden Avenue Lisle, IL 60532, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-102-SWM which became effective on 11/08/2022 and which will expire 11/30/2024. The contract is subject to a first of two 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 11/30/2025.

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

CONTRACTOR

THE COUNTY OF DUPAGE



SIGNATURE

PAW DAVIES

PRINTED NAME

President

PRINTED TITLE

11-3-2023

DATE

SIGNATURE

Nickon Etminan

PRINTED NAME

Buyer II

PRINTED TITLE

DATE



Required Vendor Ethics Disclosure Statement

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

Date: Oct 10, 2023

Bid/Contract/PO #: 22-102-SWM

Company Name: EarthWerks Land Imp & Dev Corporation	Company Contact: Dan Davies
Contact Phone: 630-482-2341	Contact Email: LDAVIES@earthwerksinc.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Printed Name

Dan Davies

Title

President

Date

Oct 10, 2023



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