



# DU PAGE COUNTY

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

## Stormwater Management Committee Final Summary

**Tuesday, July 11, 2023**

**7:30 AM**

**County Board Room**

**1. CALL TO ORDER**

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

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

**2. ROLL CALL**

Member Yusuf arrived at 7:32 AM.

County Board Member Sheila Rutledge was in attendance.

<b>PRESENT</b>	Brummel, DeSart, Eckhoff, Evans, Garcia, Hinterlong, Pojack, Tornatore, and Zay
<b>ABSENT</b>	Pulice
<b>REMOTE</b>	Nero
<b>LATE</b>	Yusuf

**3. PUBLIC COMMENT**

The following individual offered public comment:  
Bev Jaszczurowski- SCARCE

The following individuals are record of attendance only:  
Kay Whitlock- Christopher B. Burke Engineering, LTD.  
Jerry Robinson- Christopher B. Burke Engineering, LTD.

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

Chairman Zay thanked Stormwater staff for their response to the recent storms.

**5. APPROVAL OF MINUTES**

5.A [23-2033](#)

Stormwater Management Committee Meeting-Regular Meeting- Tuesday, June 6, 2023

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Lucy Evans
<b>SECONDER:</b>	Dawn DeSart

**6. CONSENT AGENDA**

6.A [23-2193](#)

Water Well Solutions Illinois - 5437-1-SERV Decrease & Close Contract. Total dollar amount decreased by \$19,718.05.

Member DeSart moved and Member Garcia seconded a motion to combine items A through E. Upon a voice vote, the motion passed with all ayes.

6.B [23-2194](#)

Winkler Tree & Landscaping 5499-1-SERV Decrease & Close Contract. Total dollar amount decreased by \$14,640.00.

6.C [23-2197](#)

Village of Westmont 2646-1-SERV Decrease and Close Contract. Total dollar amount decreased by \$14,730.00.

6.D [23-2198](#)

Hampton Lenzini & Renwick Inc.5792-1-SERV Decrease & Close contract. Total dollar amount decreased by \$15,301.81.

6.E [23-2199](#)

Earthwerks 1067-1-SERV Decrease & Close Contract. Total dollar amount decreased by \$12,222.49.

<b>RESULT:</b>	APPROVED THE CONSENT AGENDA
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Sam Tornatore
<b>AYES:</b>	Brummel, DeSart, Eckhoff, Evans, Garcia, Hinterlong, Pojack, Tornatore, and Zay
<b>ABSENT:</b>	Pulice
<b>REMOTE:</b>	Nero
<b>LATE:</b>	Yusuf

7. CLAIMS REPORTS

7.A [23-2242](#)

Schedule of Claims - June FY23

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Chester Pojack
<b>SECONDER:</b>	Dawn DeSart

8. STAFF REPORTS

8.A [23-2200](#)

Decrease and Close contracts under \$10,000

<b>RESULT:</b>	ACCEPTED AND PLACED ON FILE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Lucy Evans

- 8.B [23-2207](#)  
June 2023 Currents E-Newsletter

<b>RESULT:</b>	ACCEPTED AND PLACED ON FILE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Lucy Evans

- 8.C [23-2256](#)  
2023 July Program and Event Update

<b>RESULT:</b>	ACCEPTED AND PLACED ON FILE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Lucy Evans

- 8.D [23-2303](#)  
2023 July ARPA Update

<b>RESULT:</b>	ACCEPTED AND PLACED ON FILE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Lucy Evans

## 9. ACTION ITEMS

- 9.A [23-2356](#)  
SM-P-0051A-20 - Amendment to Resolution SM-P-0051-20, issued to Christopher B. Burke Engineering LTD., for hydraulic modeling and floodplain mapping services for the Klein Creek Watershed, to increase the contract total amount by \$46,820, resulting in an amended contract total amount not to exceed \$141,820, and extend the contract end date to November 30, 2024.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Paula Garcia

<b>AYES:</b>	Brummel, DeSart, Eckhoff, Evans, Garcia, Hinterlong, Pojack, and Tornatore
<b>ABSENT:</b>	Pulice
<b>RECUSED:</b>	Zay
<b>REMOTE:</b>	Nero
<b>LATE:</b>	Yusuf

9.B [SM-R-0069-23](#)

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage and the Naperville Park District for the intergovernmental cooperation and utilization of available resources for partnership projects. ARPA ITEM.

Director Hunn addressed questions from Member Hinterlong.

Member DeSart provided additional information regarding the IGA with Naperville Park District.

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Lucy Evans

9.C [SM-R-0070-23](#)

Amendment to Resolution SM-R-0294-22, for a grant agreement with the City of Wheaton for Dorset Flood Improvement Project, for an increase of \$66,263, for an amended agreement not to exceed \$276,843. (ARPA ITEM)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Lucy Evans

9.D [SM-R-0071-23](#)

Amendment to Resolution SM-R-0010-23, for a grant agreement with the Village of Hinsdale for the Charleston Road drainage project, for an increase of \$66,506, for an amended agreement not to exceed \$189,151. (ARPA ITEM)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Paula Garcia

9.E [SM-R-0072-23](#)

Amendment to Resolution SM-R-0009-23, for a grant agreement with the Village of Hinsdale for the Fifth and Grant Drainage project, for an increase of \$87,480, for an amended agreement not to exceed \$199,480. (ARPA ITEM)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Paula Garcia

9.F [SM-P-0059-23](#)

Recommendation to enter into an Agreement between the County of DuPage Illinois and Hey & Associates, Inc., for Professional Engineering Services to design streambank stabilization projects throughout the County, for the period July 11, 2023 to November 30, 2024, for a contract total amount not to exceed \$85,000. 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 Renewal.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Chester Pojack

9.G [SM-P-0060-23](#)

Recommendation to enter into an Agreement between the County of DuPage Illinois and Engineering Resource Associates, Inc., for Professional Engineering Services to design drainage, stormwater and flood control improvements throughout the County, for the period July 11, 2023 to November 30, 2024, for a contract total not to exceed \$200,000. 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 Renewal. (ARPA ITEM)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Lucy Evans

9.H [SM-P-0061-23](#)

Recommendation for the approval of a contract with Earthwerks Land Improvement and Development Corporation, Inc., for the Country Club Highlands Phase II Drainage Improvements project, for Stormwater Management, for a contract total amount not to exceed \$2,699,424, per lowest responsible Bid #23-083-SWM. (ARPA ITEM)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Paula Garcia

**10. OLD BUSINESS**

Chairman Zay and Director Hunn addressed questions from Member Desart regarding the ARPA projects and storm drain medallions.

**11. NEW BUSINESS**

11.A FY2024 Budget

Director Hunn gave the committee an overview of the FY2024 budget.

**12. ADJOURNMENT**

A motion was made by Member Brummel and seconded by Member Garcia to adjourn at 7:45 AM. Upon a voice vote, the motion passed with all ayes.



# Minutes

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-2033

**Agenda Date:** 7/11/2023

**Agenda #:** 5.A

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# DU PAGE COUNTY

421 N. COUNTY FARM ROAD  
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## Stormwater Management Committee Final Summary

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**Tuesday, June 6, 2023**

**7:30 AM**

**County Board Room**

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**1. CALL TO ORDER**

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

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

**2. ROLL CALL**

County Board Members Patty Gustin and Sheila Rutledge were in attendance.

<b>PRESENT</b>	DeSart, Eckhoff, Evans, Garcia, Hinterlong, Pojack, Pulice, and Zay
<b>ABSENT</b>	Brummel
<b>REMOTE</b>	Nero, and Yusuf
<b>LATE</b>	Tornatore

**3. PUBLIC COMMENT - PUBLIC COMMENT IS LIMITED TO THREE MINUTES PER PERSON**

The following individuals offered public comment:

Kay McKeen- SCARCE

Tom Halan- Resident (comments added as attachment)

3.A [23-2032](#)

Public Comment 6-6-23 Tom Halan

**Attachments:** [Public Comment 6-6-23](#)

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

Chairman Zay addressed the committee on work occurring at Wheaton Warrenville South High School.

**5. APPROVAL OF MINUTES**

5.A. [23-1742](#)

Stormwater Management Committee Meeting- Regular Meeting- Tuesday, May 2, 2023

**Attachments:** [Stormwater Management Committee Meeting- Regular Meeting- Tuesday, May 2, 2023](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Chester Pojack



**6. CLAIMS REPORTS**6.A. [23-1912](#)

Schedule of Claims - May 2023

**Attachments:** [FY23 May Schedule of Claims](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Paula Garcia

**7. BUDGET TRANSFERS**7.A. [23-1935](#)

Budget Transfer needed for the purchase of 2 replacement vehicles for the Drainage Division of Stormwater Management. When the FY23 budget was originally prepared and presented to the Stormwater Committee the anticipated cost model was lower than it is today. The Division of Transportation has worked with vendors to procure acceptable replacement vehicles, however there was a cost increase from the original budget. This budget transfer reflect the anticipated cost increases for replacement vehicle purchases.

Chairman Zay and Director Hunn updated the committee on the vehicles listed in the budget transfer.

**Attachments:** [BT - SW - 6.6.23](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Paula Garcia

**8. STAFF REPORTS**

Motion to Combine Items

Member DeSart moved and Member Pulice seconded a motion to combine items A through D. The motion was approved on voice vote, all "ayes".

8.A. [23-1933](#)

IEPA Annual Report

**Attachments:** [IEPA Annual Report](#)

<b>RESULT:</b>	APPROVED
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<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Nunzio Pulice

8.B. [23-1934](#)

June 2023 Spill Report

**Attachments:** [June 2023 Spill Report](#)8.C. [23-1937](#)

May 2023 Currents E-Newsletter

**Attachments:** [May 2023 Currents E-Newsletter](#)8.D. [23-1983](#)

2023 June Program and Event Update

**Attachments:** [2023 June Program Update](#)  
[2023 June Events Update](#)

<b>RESULT:</b>	APPROVED THE CONSENT AGENDA
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Nunzio Pulice
<b>AYES:</b>	DeSart, Eckhoff, Evans, Garcia, Hinterlong, Pojack, Pulice, and Zay
<b>ABSENT:</b>	Brummel
<b>REMOTE:</b>	Nero, and Yusuf
<b>LATE:</b>	Tornatore

**9. ACTION ITEMS**9.A. [23-1985](#)

SM-P-0070B-19 - Amendment to Resolution SM-P-0070-19, issued to Comcast Holdings Corporation D/B/A Comcast Business to extend the contract with Comcast Business to provide secure data to Stormwater Management's remote Flood Control Facilities through September 30, 2023 and increase contract by \$17,653, resulting in an amended contract total amount not to exceed \$277,883.24, an increase of 6.78%.

Director Hunn addressed questions from Member Garcia about the switch to AT&T.

**Attachments:** [Comcast Change Order](#)  
[Comcast Decision Memo](#)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Lucy Evans

9.B. [SM-CO-0009-23](#)

Change Order to County Contract 4673-0001 SERV, issued to Accela, Inc., for a contract increase of \$42,241.52 for four (4) additional licenses, for Stormwater Management for a 2-year period and extension of license subscription serves for Public Works (1) and Building and Zoning (3) for a two-year period, resulting in an amended contract total of \$965,509.79, an increase of 4.58%.

**Attachments:**     [Accela Change Order](#)  
                           [Accela Decision Memo](#)

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

9.C. [SM-R-0066-23](#)

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Glendale Heights for the Armitage Creek Stream Improvements- Reaches 13 and 14 Project, for an agreement not to exceed \$82,585. FY2023 Water Quality Improvement Grant.

**Attachments:**     [Village of Glendale Heights Armitage Creek Checklist](#)  
                           [Village of Glendale Heights Armitage Creek Agreement](#)

**RESULT:**           APPROVED AT COMMITTEE  
**MOVER:**            Dawn DeSart  
**SECONDER:**       Chester Pojack

9.D. [SM-R-0067-23](#)

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois and the Lake Hinsdale Village Homeowners’ Association for the Lake Bank Restoration Project, for an agreement not to exceed \$3,540. FY2023 Water Quality Improvement Grant.

**Attachments:**     [Lake Hinsdale Village HOA Checklist](#)  
                           [Lake Hinsdale Village HOA Agreement](#)

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

9.E. [SM-R-0068-23](#)

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage and the Village of Villa Park for the Lufkin Pond Basin Project. ARPA ITEM.

**Attachments:**     [Villa Park Lufkin Park Pond Agreement](#)

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Lucy Evans

**10. OLD BUSINESS**

No old business was discussed.

**11. NEW BUSINESS**

Chairman Zay and Member DeSart worked together with Stormwater staff to get some stormwater projects completed at Naperville Park District. Chairman Zay let the committee know that some of the ARPA projects may be coming in higher than originally thought and some recipients may come back to ask for additional funding.

**12. ADJOURNMENT**

A motion was made by Member Tornatore and seconded by Member Hinterlong to adjourn at 7:44 AM. Upon a voice vote, the motion passed with all ayes.



## Consent Item

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-2193

**Agenda Date:** 7/11/2023

**Agenda #:** 6.A

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Consent  
SWM 7/11  
CB 7/18



**Request for Change Order**  
Procurement Services Division  
Attach copies of all prior Change Orders

Date: Jun 8, 2023  
MinuteTraq (IQM2) ID #: 23-2193

<b>Purchase Order #:</b> 5437	<b>Original Purchase Order Date:</b> Oct 01, 2021	<b>Change Order #:</b> 2	<b>Department:</b> Stormwater Management
<b>Vendor Name:</b> Water Well Solutions Illinois		<b>Vendor #:</b> 12848	<b>Dept Contact:</b> A. Favala Perez
<b>Background and/or Reason for Change Order Request:</b>	PO expired. Decrease Purchase Order and Close PO.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- (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	\$92,800.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$92,800.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$19,718.05)
E	New contract amount (C + D)	\$73,081.95
F	Percent of current contract value this Change Order represents (D / C)	-21.25%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-21.25%

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

- Increase (greater than 29 days) contract expiration from: \_\_\_\_\_ to: \_\_\_\_\_
- Increase  $\geq$  \$2,500.00, or  $\geq$  10%, of current contract amount  Funding Source \_\_\_\_\_
- OTHER - explain below: \_\_\_\_\_

BJP	Jun 8, 2023	X	<i>[Signature]</i>	6676	06.21.23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer	Date	<i>[Signature]</i>	Procurement Officer	Date	07/05/2023
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		

Consent



## Consent Item

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-2194

**Agenda Date:** 7/11/2023

**Agenda #:** 6.B

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Consent  
SWM 7/11  
OB 7/18



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Jun 8, 2023

MinuteTraq (IQM2) ID #: 23-2194

<b>Purchase Order #:</b> 5499	<b>Original Purchase Order Date:</b> Dec 01, 2021	<b>Change Order #:</b> 1	<b>Department:</b> Stormwater Management
<b>Vendor Name:</b> Winklers Tree & Landscaping		<b>Vendor #:</b> 28619	<b>Dept Contact:</b> A. Favala Perez
<b>Background and/or Reason for Change Order Request:</b>	PO expired. Decrease Purchase Order and Close PO.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- (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	\$26,280.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$26,280.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$14,640.00)
E	New contract amount (C + D)	\$11,640.00
F	Percent of current contract value this Change Order represents (D / C)	-55.71%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-55.71%

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

BJP	Jun 8, 2023	X	<i>[Signature]</i>	6076	06.21.23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer	Date	<i>[Signature]</i>	Procurement Officer	Date	<i>07/05/2023</i>
Chief Financial Officer (Decision Memos Over \$25,000)	Date		Chairman's Office (Decision Memos Over \$25,000)	Date	

Consent





## Consent Item

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-2197

**Agenda Date:** 7/11/2023

**Agenda #:** 6.C

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Consent  
SWM 7/11  
CB 7/18



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Jun 21, 2023

MinuteTraq (IQM2) ID #: 23-2197

<b>Purchase Order #:</b> 2646-1-SERV	<b>Original Purchase Order Date:</b> May 2, 2017	<b>Change Order #:</b> 1	<b>Department:</b> Stormwater Management
<b>Vendor Name:</b> Village of Westmont		<b>Vendor #:</b> 10469	<b>Dept Contact:</b> Alicia Favela Perez
<b>Background and/or Reason for Change Order Request:</b>	Decrease and Close PO		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- (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 Orders	\$0.00
C	Current contract amount (A + B)	\$90,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$14,730.00)
E	New contract amount (C + D)	\$75,270.00
F	Percent of current contract value this Change Order represents (D / C)	-16.37%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-16.37%

**DECISION MEMO NOT REQUIRED**

- Cancel entire order
- Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_
- Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_
- Price shows: \_\_\_\_\_ should be: \_\_\_\_\_
- Decrease remaining encumbrance and close contract
- Increase encumbrance and close contract
- Decrease encumbrance
- Increase encumbrance

**DECISION MEMO REQUIRED**

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

AFP	6698	Jun 21, 2023	<i>SJA</i>	6676	06.22.23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer	Date	<i>MCN</i>	Procurement Officer	Date	01/05/2023
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		

Consent



## Consent Item

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-2198

**Agenda Date:** 7/11/2023

**Agenda #:** 6.D

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Consent  
SWM 7/11  
CB 7/18



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Jun 21, 2023

MinuteTraq (IQM2) ID #: 23-2198

<b>Purchase Order #:</b> 5792-1-SERV	<b>Original Purchase Order Date:</b> May 1, 2022	<b>Change Order #:</b> 2	<b>Department:</b> Stormwater Management
<b>Vendor Name:</b> Hampton Lenzini & Renwick Inc.		<b>Vendor #:</b> 12021	<b>Dept Contact:</b> Alicia Favela Perez
<b>Background and/or Reason for Change Order Request:</b>	Decrease and Close PO		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- (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	\$65,000.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$65,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$15,301.81)
E	New contract amount (C + D)	\$49,698.19
F	Percent of current contract value this Change Order represents (D / C)	-23.54%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-23.54%

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

AFP	6698	Jun 21, 2023	<i>SRD</i>	6676	06-22-23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer	Date	<i>dlc</i>	Procurement Officer	Date	<i>07/09/2023</i>
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		

Consent



## Consent Item

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-2199

**Agenda Date:** 7/11/2023

**Agenda #:** 6.E

---

consent  
SWM 7/11  
CB 7/18



**Request for Change Order**  
**Procurement Services Division**  
 Attach copies of all prior Change Orders

Date: Jun 21, 2023

MinuteTraq (IQM2) ID #: 23-2199

<b>Purchase Order #:</b> 1067-1-SERV	<b>Original Purchase Order Date:</b> Sep 13, 2022	<b>Change Order #:</b> 1	<b>Department:</b> Stormwater Management
<b>Vendor Name:</b> Earthwerks		<b>Vendor #:</b> 11452	<b>Dept Contact:</b> Alicia Favela Perez
<b>Background and/or Reason for Change Order Request:</b>	Decrease and Close PO		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- (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	\$2,830,798.18
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$2,830,798.18
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$12,222.49)
E	New contract amount (C + D)	\$2,818,575.69
F	Percent of current contract value this Change Order represents (D / C)	-0.43%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-0.43%

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

AFP	6698	Jun 21, 2023	<i>[Signature]</i>	10676	06.22.23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer	Date	<i>[Signature]</i>	Procurement Officer	Date	<u>07/05/2023</u>
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		

Consent



## Payment of Claims

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
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---

**File #:** 23-2242

**Agenda Date:** 7/11/2023

**Agenda #:** 7.A

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

Vendor	Service	Amount
Kronos	Software support	\$ 1,861.85
Action Lock	Labor/service @ Fawell Dam	\$ 1,076.82
BGR	Lobbyist services	\$ 2,500.00
Ace Hardware	Machete	\$ 24.99
Ace Hardware	Various supplies	\$ 36.94
Amazon	Headphones & jack adapter	\$ 25.93
AT & T	River Dumoulin Phone services	\$ 93.83
AT & T	River Dumoulin Phone services	\$ 74.39
AT & T	Phone services	\$ 49.41
AT & T	River Dumoulin Phone services	\$ 85.28
AT & T	Phone services	\$ 50.62
AT & T	WoodDale Itasca Phone services	\$ 90.78
B & H Photo	Various supplies	\$ 1,224.90
Ciorba	Floodplain Assistance	\$ 5,639.20
City of Wood Dale	Water/sewer 301 School	\$ 41.72
Comcast	Secondary internet service at EQ	\$ 5,237.41
ComEd	ES Fanchon 1S Electric services	\$ 461.57
ComEd	4720 Dumoulin Electric services	\$ 85.88
ComEd	4525 Dumoulin Electric services	\$ 77.36
ComEd	SS Irving Park 1W Electric services	\$ 29.92
ComEd	4013 Washington DG Electrical services	\$ 22.41
ComEd	Pump station 397 Illini Electric services	\$ 473.47
ODP	Various supplies	\$ 47.50
ODP	Popup dispenser	\$ 6.84
ODP	dry erase markers	\$ 6.79
Rhino linings	Rhino Tuff Grip Lining	\$ 895.00
Village of Glendale Heights	Klein Creek Stream Restoration	\$ 42,199.22
ComEd	4525 River Dr. #3 Electric service	\$ 36.89
ComEd	4723 River Dr. Electric services	\$ 43.12
Red Wing Shoes	Safety Shoes- Kapsis	\$ 186.99
Red Wing Shoes	Safety Shoes- Melody	\$ 186.99
Signal 88	Security services	\$ 992.25
V3 Companies	Lacey Creek Watershed	\$ 3,185.42
Vardal Survey	Fiberglass rod	\$ 273.50
Mary Beth Falsey	Envirocert Renewal	\$ 189.95
A Block	Truck tipping	\$ 30.00
Advance Auto	Mower supplies	\$ 33.65
AEP	Utility supply at EQ	\$ 1,407.66
AT & T	Long distance phone services	\$ 44.79
AutoZone	Engine Oil	\$ 75.99
ComEd	150 N. IL Rt.83 Electric services	\$ 149.87
ComEd	NS CNWR 1E W Elmhurst Electric Services	\$ 3,069.36
ComEd	NS School St. Electric services	\$ 812.38
ComEd	SS Hagar 1W Electric services	\$ 34.19
Conserv FS	Seed mix	\$ 147.50
Dahme Mechanical	Quarry inspections	\$ 2,760.00
DuPage County	copier paper/supplies	\$ 100.51
DuPage County	Copy paper	\$ 50.40



FirstNet/ATT	Cellular services	\$	1,908.85
Fosters Truck	Safety lane SWM40	\$	60.50
Kipps	Back pack blowers	\$	184.01
Kipps	Chain saw supplies	\$	54.17
Kipps	mower 20" bar	\$	45.95
Kipps	Chain saw supplies	\$	53.16
Menards	Sand/Bricks	\$	18.71
Home Depot	Towels	\$	31.34
Menards	mulch	\$	12.15
Menards	Various supplies	\$	29.82
Menards	paver	\$	13.20
Menards	Various supplies	\$	99.76
Menards	waterstop	\$	40.96
MSI	Lath bundle	\$	32.95
Namebadges.com	Name badges	\$	292.95
Nicor Gas	301 W. School Natural gas services	\$	61.10
North Central Lab	various supplies	\$	307.97
Norwalk	Grate/catch basin	\$	1,418.76
SCARCE	Water Quality Education	\$	6,164.30
Site One	Straw wattle roll	\$	183.81
USPS	Postage- April 2023	\$	5.10
Ziebell	Various supplies	\$	11,479.10
DuPage County PW	2nd Qtr. Labor Charges	\$	43,357.00
DuPage County PW	2nd Qtr. Labor Charges	\$	167.51
Jennifer Boyer	Reimb. For Fees	\$	205.00
Accela	Accela Subscription	\$	54,649.60
Advance Physicians	Pre-employment Physical	\$	130.00
CDW-G	Various supplies	\$	7,590.22
CDW-G	Monitors	\$	1,925.76
Bass Pro	Employee waders	\$	137.60
Bass Pro	Employee waders	\$	137.60
Bass Pro	Employee waders	\$	67.72
AT & T	Armstrong Park Phone services	\$	76.42
Advanced Physicians	Pre-employment Physical	\$	130.00
Amazon	Oil test paper	\$	44.95
Hey & Associates	On-call Engineering	\$	4,606.76
Menards	Various supplies	\$	26.67
DRM Industries	post w/frame pedestal	\$	877.90
DRSC	Workgroup Membership dues	\$	36,227.00
Ciorba	Floodplain Assistance	\$	6,377.00
Cemcon	Floodplain mapping	\$	8,260.75
ODP	Facial Tissue	\$	44.52
Friends of Danada	Corporate seminar deposit	\$	500.00
Sheffield Supply	Employee safety wear	\$	295.42
On Target Wildlife Control	Beaver removal/inspection	\$	1,400.00
On Target Wildlife Control	Beaver removal/inspection	\$	950.00
Strand Associates	On-call Engineering	\$	3,347.37
V3 Companies	Lacey Creek Watershed	\$	1,461.35



# Staff Report

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-2200

**Agenda Date:** 7/11/2023

**Agenda #:** 8.A

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### Decrease and Close Contracts under \$10,000

PO-Number	Vendor	Vendor #	Description	Amount Remaining	Agreement Amount	Percent
5356	Civil & Engineering Consultants, Inc	37884	On-call land Surveying	\$ 2,542.88	\$ 25,000.00	10.17%
5476	Village of Clarendon Hills	10467	Revitalization Project	\$ -	\$ 90,000.00	0.00%
5794	Cardno	23698	Native Vegetation Management	\$ -	\$ 36,527.09	0.00%
6220	Stantec Consulting	13376	Native Vegetation Management	\$ 1,609.69	\$ 28,472.91	5.65%
5793	V3 Companies, Inc.	10802	Native Vegetation Management	\$ 1,941.90	\$ 65,000.00	2.99%
6217	Village of Glendale Heights	10228	Klein Creek Stream Restoration	\$ 1,590.67	\$ 90,000.00	1.77%
5309	Engineering Resource Associates Inc.	10903	St. Joseph Creek Flood Improvements	\$ 379.78	\$ 119,480.00	0.32%
6013	Altorfer Industries	30492	Caterpillar compact Track	\$ -	\$ 49,050.00	0.00%
5915	Blueline Security Group Inc., DBA Signal 88	28531	Security Services	\$ 142.50	\$ 11,115.00	1.28%
4262	Davey Resources Group, Inc.	32226	Construction of Danada Wetland Mitigation	\$ -	\$ 199,763.31	0.00%
4335	Environmental Consulting	32415	Professional services	\$ 1,995.00	\$ 95,000.00	2.10%
5550	Xylem Water Solutions USA Inc.	14030	W. Lobe Pump repair	\$ 0.02	\$ 65,093.63	0.00%
2507	Village of Woodridge	20308	Streambank Stabilization	\$ 3,048.12	\$ 38,473.00	7.92%
				<b>\$ 13,250.56</b>		



## Staff Report

421 N. COUNTY FARM  
ROAD  
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**File #:** 23-2207

**Agenda Date:** 7/11/2023

**Agenda #:** 8.B

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## DuPage County Stormwater Management News & Updates

DuPage County, Illinois sent this bulletin at 06/23/2023 10:25 AM CDT

April 2023

[View this email in your browser](#)



### SWM Hosts Wetland Plant Identification Course



*Botanist Chris Benda explains the key features of a plant specimen to the class at Eggerman Woods Forest Preserve in Naperville.*

SWM's annual plant identification course took place this week, aided by excellent weather.

The class is an advanced dive into the identification of wetland grasses, sedges, rushes and forbs. The audience of restoration professionals, wetland consultants, and government employees toured various wetlands, woodlands and prairies throughout DuPage and Lake Counties. The class was led by Chris Benda, a highly respected local botanist and teacher who works as a researcher at Southern Illinois University. Benda also conducts international botanical fieldwork, leads a variety of classes and nature tours for the public around Illinois, and has authored several publications about natural areas in Illinois. He maintains a popular social media presence as the Illinois Botanizer, where he documents rare and interesting plants he encounters.

## County Cleaned Up in 32nd Annual River Sweep



*A volunteer at a cleanup in Naperville picks up trash from the shore of a river.*

The 32nd Annual River Sweep was held on May 20th at over 30 different sites across the County. The self-coordinated event, organized by The Conservation Foundation and sponsored by SWM, encourages volunteers to help keep rivers clean by picking up debris in local waterways and removing invasive species from nearby habitat. Since its inception in 1991, over 14,906 volunteers have removed approximately 300 tons of garbage from DuPage waterways. This year, more than 750 volunteers participated, picking up hundreds of pounds of garbage!

## New SWM Exhibit Traveling to Local Libraries

### Around Town

The existing detention basin on the east end of campus is being expanded to handle the anticipated runoff impacts of ongoing and future County capital projects. The basin will gain 6.64 acre feet of new detention capacity, which will support various projects including the Animal Services facility expansion, ADA parking at the 421 building, and future projects for the Health Department and the Care Center. Besides campus runoff, the basin currently and will continue to accommodate runoff from approximately 300 acres of residential properties north of the tracks. The expanded basin will feature a wetland bottom, serving as a habitat for campus wildlife and contributing to improved water quality. This change also fulfills the required Best Management Practices (BMPs) for our current and future campus, while offering cost savings by eliminating



*The new educational displays await their first appointment at local libraries.*

SWM and DuPage Water Commission recently enlisted SCARCE to produce these wonderful educational displays to engage the public on water quality and water conservation issues. The displays, made from 100% recycled #2 plastic, are covered with panels of information on best management practices and ways to prevent water pollution. The SWM display will serve as a temporary month-long exhibit at library entrances across the County. Keep an eye out for it at your local library in the future!

the need to haul away soil. Final grading has completed this week, with planting along the edges taking place over the next two weeks.



*An excavator shifts soil around at the easternmost detention basin on County campus.*

## Upcoming Events

### Rotary GroveFest

*Sunday, June 25, 2023 12:00 P.M. - 2:00 P.M.*

SWM will be tabling at Rotary GroveFest going on all weekend in downtown Downers Grove! Come visit us before enjoying all the festival attractions, including live music, carnival, plenty of food and beverages, and more!

[More Info](#)

## Water Quality Lunch 'N Learn

*Thursday, July 11, 2023, 12:00 P.M. - 1:00 P.M.*

Evansville Water and Sewer Utility's Bee Slough is a concrete-lined, uncovered ditch that runs 1.1 miles along a major road. Three CSO outfalls discharge into Bee Slough. During heavy rains, combined sewage overflows into Bee Slough, totaling nearly 700 MG annually, until it can be pumped to the wastewater treatment facility or discharge into the Ohio River. When overflow occurs, sewage can sit for days, resulting in odor and public health concerns. EWSU decided to design a wet weather treatment facility to address the CSOs that discharge into the slough. The wet weather treatment system includes storage, screening, pumping, chemically enhanced primary clarification, a vertical flow treatment wetland and ultraviolet disinfection.

This project is part of a broader environmental stewardship program instituted by Evansville Water and Sewer Utility to utilize green infrastructure and best management practices to prevent pollution and improve water quality.

[Click Here to Register](#)

## STEM-a-Palooza at the DuPage County Fair

*Friday, July 28 - Sunday, July 30, 2023, All Day*

In partnership with SWM, SCARCE is hosting STEM-a-Palooza at the DuPage County Fair! Check out over 3,700 square feet of fun, hands-on environmental activities and make-and-take crafts that bring science, technology, engineering and math to life. SWM staff will also host an interactive booth for children and adults alike. Located at the DuPage County Fairgrounds (2015 Manchester Rd., Wheaton), access is included with Fair admission.

[More Info](#)



### Stormwater Management Planning Committee

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

David Brummel | Dawn DeSart | Lucy Chang Evans

Grant Eckhoff | Paula Deacon Garcia

Paul Hinterlong | Steve Nero | Chester Pojack

Nunzio Pulice | Sam Tornatore | Asif Yusuf



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## Staff Report

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
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**File #:** 23-2256

**Agenda Date:** 7/11/2023

**Agenda #:** 8.C

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**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 July 2023  
DATE: July 11, 2023

### ***Watershed Planning***

Lacey Creek:

The County has obtained as-built roadway plans from Downers Grove and Oak Brook. These plans have been shared with our consultant so the supplemental survey request can be updated and shared with the County's on-call surveying consultant. The survey has commenced.

### ***Facilities/Operations/ Shared Services Projects***

#### Shared Services/Drainage Projects:

Construction on a project in Unincorporated Wheaton (Woodland Oaks) has met substantial completion; all restoration is expected to be complete by the end of June. Staff is working with the on-call contractor on additional projects that are also expected to begin this year. Additionally, staff successfully completed a small-scale drainage project in unincorporated Glen Ellyn, which was also designed and permitted in house.

#### Facilities/Operations:

The stormwater flood control facilities continue to be maintained on a regular basis. Armstrong Park Reservoir, Springcreek Reservoirs, Meacham Grove Reservoir and several smaller facilities diverted flood water in the July 1<sup>st</sup> flood event.

### ***Water Quality***

DuPage County inspects storm sewer outfalls for illicit discharges on behalf of municipalities and townships for compliance with the IEPA Permit# ILR40. For 2023, inspections are targeted in East Branch Watershed. To date, 28% of scheduled inspections have been completed.

### ***Regulatory***

Regulatory is currently processing a record level volume of Stormwater Certification (permit) applications, while wetland, engineering, and drainage staff are occupied with reviewing permits and performing field inspections. The regulatory group is still managing their workload, including over a hundred pre-application meetings already booked this year.



### ***Floodplain Mapping***

A change order with Christopher B. Burke Engineering (CBBEL) for floodplain mapping services on Klein Creek will be on the July Stormwater Management Committee agenda for approval. Additional contract budget and time is being requested. Our two consultant contracts for surveying and for hydraulic modeling and floodplain mapping assistance are underway. Additional survey along Klein Creek has been completed and model updates on East Branch Tributary #2 are being performed. Automation of the County's hydrologic procedures continues with ECT and the USGS. Staff testing of the automated tool is expected to occur at the end of July.

In-house mapping updates on West Branch Tributary #1 are progressing and utilizing the extended historical time series of storm events (TSF) generated using our automated hydrologic procedures. Work on Ferry Creek (West Branch) and Spring Brook (Salt Creek) model updates is also progressing. With information from CMAP (Chicago Metropolitan Agency for Planning), land use codes for parcels within the Klein Creek and West Branch Tributary #1 watersheds were updated by in-house staff. Land use codes are converted to various land surface coverage such as pavement, grassland, forestland, and agriculture. It is these coverages that are input into our hydraulic models and determine the amount of storm water runoff into the stream system. Staff will continue these land use code updates on a watershed basis until the entire county is updated.

**Upcoming DuPage County Stormwater Management (SWM) Events**

Date	Time	Event	Location	Host Organization	SWM Involvement	Attendees	Register/Info
7/9/2023	9am-1pm	Glen Ellyn French Market	Glen Ellyn	Bensidoun, Inc.	Vendor	General Public	<a href="#">More Info</a>
7/13/2023	12pm-1pm	SWM Lunch 'n Learn "Designed Wetlands to Treat Combined Sewer Outflows"	Virtual	SWM	Host	Professionals/General Public	<a href="#">More Info</a>
7/20/2023	5pm-9pm	Westmont Cruisin' Nights	Westmont	Westmont	Vendor	General Public	<a href="#">More Info</a>
7/28-7/30/2023	All Day	DuPage County Fair	DuPage Fairgrounds	DuPage County	Vendor	General Public	<a href="#">More Info</a>



## Staff Report

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
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**File #:** 23-2303

**Agenda Date:** 7/11/2023

**Agenda #:** 8.D

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**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 ARPA Update

DATE: July 5<sup>th</sup>, 2023

### *Stormwater ARPA Overview*

As part of the FY22 Proposed Stormwater Management Budget, the Stormwater Management Planning Committee approved the Department's plan to make a formal request to the DuPage County Board for ARPA Funding for Stormwater Projects in DuPage County.

The Department's request included a backlog of regional projects that have been listed as preferred alternatives through the comprehensive watershed planning process. Funds were requested for County Owned Projects and Contractual/Design Engineering to complete this.

Additionally, the Department requested funds to open a match-share Grant program with both the municipalities and the townships to assist with non-County-owned stormwater projects addressing localized flooding and stormwater needs throughout the county. Through these programs, the department has received approval from Committee to enter into 32 separate Intergovernmental Agreements for co-funded match-share on specific projects.

The chart below is an allocation update based on program area. Detailed updates for each program area have also been provided in this memorandum.

Funding Category	Budget	Obligated	Expended
County-Owned Projects	10,909,688.00	8,583,600.00	1,974,539.01
Municipal Projects	8,090,548.00	8,310,800.00	1,834,407.02
Township Projects	1,006,984.00	769,334.00	183,330.00
Contractual/Engineering/Admin	2,103,779.85	1,871,932.35	708,364.35
<b>Total</b>	<b>22,110,999.85</b>	<b>19,535,666.35</b>	<b>4,700,640.38</b>



**County-Owned/Regional Projects**

To date, the SWM has designed, permitted and constructed three ARPA-funded projects; Country Club Highlands Drainage Improvement Project, Phase I in unincorporated Elmhurst (\$894,280), the Smith and Cambridge Drainage Improvement Project in unincorporated West Chicago (\$2,226,832), and the Woodland Oaks Conveyance Project in unincorporated Wheaton (\$86,578). These projects are included on the chart below in the Expended category. It is important to note that even though the projects are substantially complete, we may have not received invoices from payment for the contractor for the complete project, meaning the full contract has not been expended yet.

Three more projects have been obligated for construction through the County’s bidding process; Lufkin Pond Expansion in Villa Park (\$1,324,000), Country Club Highlands Drainage Improvement Project, Phase II in Unincorporated Elmhurst (\$2,559,000), and various Stormwater Improvement Projects – Countywide (\$1,916,000). These three projects are incorporated with the Expended totals for total obligations as shown in the graphic below.

Stormwater Management has two additional regional ARPA projects located in Lisle that have not been permitted yet and therefore have not gone through the bidding process.

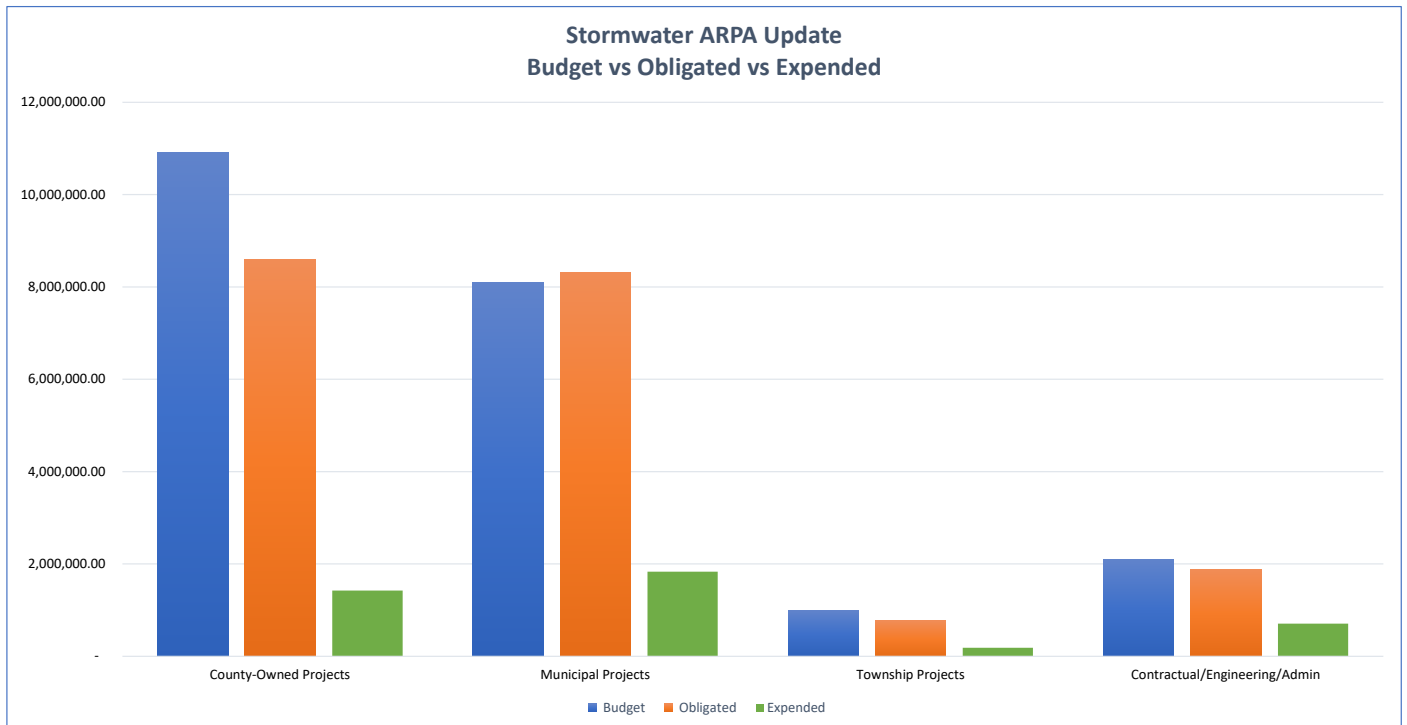
**Municipal/Township Projects**

Staff will continue to review and process reimbursement requests from municipalities as they are received. Several municipalities have contacted SWM regarding bid pricing escalation, the department will work with the municipalities within the SWM ARPA allocation to assist with funding. The July Agenda has three amendments for Municipal ARPA Agreements due to inflationary bid escalation.

The first township ARPA request was received and processed for Milton Township. It is expected that the reimbursement requests will pick up significantly as the summer construction season progresses.

**Contractual/Engineering/Administration**

Included in the SWM request for ARPA funds was an allocation for contractual engineering as well as in-house staff reimbursements for administration and engineering.







## Change Order

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

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**File #:** 23-2356

**Agenda Date:** 7/11/2023

**Agenda #:** 9.A

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SM-P-0051A-20  
AMENDMENT TO RESOLUTION SM-P-0051-20  
ISSUED TO CHRISTOPHER B. BURKE ENGINEERING, LTD.  
FOR HYDRAULIC MODELING AND FLOODPLAIN MAPPING SERVICES  
FOR THE KLEIN CREEK WATERSHED  
(CONTRACT INCREASE \$ 46,820)

WHEREAS, Resolution SM-P-0051-20, was approved and adopted by the County Board on February 11, 2020; and

WHEREAS, the Stormwater Management Committee recommends changes as stated in the change order to Christopher B. Burke Engineering, LTD., for hydraulic modeling and floodplain mapping services for the Klein Creek Watershed, for Stormwater Management.

NOW, THEREFORE BE IT RESOLVED, that County Board adopts the Change Order, dated June 18, 2023 to the contract issued to Christopher B. Burke Engineering LTD., for hydraulic modeling and floodplain mapping services for the Klein Creek Watershed, for Stormwater Management, to increase the contract in the amount of \$46,820, taking the contract amount of \$95,000, resulting in an amended contract total amount not to exceed \$141,820, an increase of 49.28%. Contract timeline will extend to November 30, 2024.

Enacted and approved this 18<sup>th</sup> day of July, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

SWM 7/11  
FI/CB 7/18



**Request for Change Order**  
Procurement Services Division  
Attach copies of all prior Change Orders

Date: Jun 26, 2023  
MinuteTraq (IQM2) ID #: 23-2356

<b>Purchase Order #:</b> 4405	<b>Original Purchase Order Date:</b> Feb. 11, 2020	<b>Change Order #:</b> 3	<b>Department:</b> Stormwater
<b>Vendor Name:</b> Christopher B. Burke Engineering		<b>Vendor #:</b> 10234	<b>Dept Contact:</b> Christine Klepp
<b>Background and/or Reason for Change Order Request:</b>	Increase the contract amount by \$46,820 to a new total of \$141,820. Extend contract timeline to November 30, 2024.		

**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	\$95,000.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$95,000.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$46,820.00
E	New contract amount (C + D)	\$141,820.00
F	Percent of current contract value this Change Order represents (D / C)	49.28%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	49.28%

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

- Increase (greater than 29 days) contract expiration from: Aug 31, 2023 to: Nov 30, 2024
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount  Funding Source \_\_\_\_\_
- OTHER - explain below:

CMK	6708	Jun 23, 2023	<i>[Signature]</i>	6676	06.27.23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer		Date	<i>[Signature]</i>	Procurement Officer	Date
					07/05/2023
Chief Financial Officer (Decision Memos Over \$25,000)		Date	Chairman's Office (Decision Memos Over \$25,000)		Date



# Decision Memo

## Procurement Services Division

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

Date: Jun 26, 2023

MinuteTraq (IQM2) ID #: \_\_\_\_\_

Department Requisition #: \_\_\_\_\_

Requesting Department: Stormwater Management	Department Contact: Christine Klepp
Contact Email: klepp@dupageco.org	Contact Phone: 630-407-6708
Vendor Name: Christopher B. Burke Engineering	Vendor #: 10234

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

Approval of the attached change order with Christopher B. Burke Engineering (CBBEL) for an additional \$46,820 in contract amount which would increase the total project cost to \$141,820. The contract time would also be extended from August 31, 2023 until November 30, 2024.

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

Our Klein Creek floodplain mapping contract with CBBEL is progressing slower than originally anticipated. Almost all elements in the model have required some kind of update given the age of the model and the complicated hydraulics in some areas of the watershed. Areas of newer development need to be added to the model since the last Watershed Plan update in 2010, including the Armstrong Park Flood Control Reservoir. The Village of Carol Stream, one of our municipal partners, has requested we include 37 additional reservoirs in the model. The Village recently completed streambank stabilization along the mainstem of Klein Creek in the vicinity of their wastewater treatment plant using IEPA and DuPage County Water Quality grant funds. They have expressed their desire to add these improvements to the floodplain mapping model.

### Strategic Impact

ACT Initiative

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

Given the lengthy FEMA floodplain mapping review and approval process it is important that our map change submittal is comprehensive and up to date. The FEMA process can take up to two years before an effective floodplain map is approved.

**Source Selection/Vetting Information** - Describe method used to select source.

Does not apply. The consultant is currently under contract with the County.

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

Option 1: Extend the contract time and increase the total project cost with CBBEL so that the remaining tasks identified within the agreement can be completed.

Option 2: Hire another consultant. This option would be highly inefficient and require the duplication of certain tasks already completed under the current contract.

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

FY2023: \$46,778.12; 1600-3000-53010

FY2024: \$46,820.00; 1600-3000-53010



**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: Klein Creek Change Order

DATE: June 27, 2023

Staff is requesting approval of the attached change order with Christopher B. Burke Engineering (CBBEL) for an additional \$46,820 in contract amount which would increase the total project cost to \$141,820. The contract time would also be extended from August 31, 2023, until November 30, 2024.

Klein Creek is a major tributary to the West Branch DuPage River and is approximately 13 square miles in size. Most of the watershed is within the Village of Carol Stream. The rest of the watershed falls within the Villages of Bloomingdale, Glendale Heights, Winfield, and unincorporated DuPage.

The original Watershed Plan for Klein Creek was approved in 1994. Two major projects were constructed because of that plan and include the Carol Stream WWTP access road bridge and the Gary-Kehoe Reservoir project. Other projects were considered and studied, but never completed. The watershed plan was updated in 2010. The Armstrong Park Flood Control Facility was constructed in 2013 as a result.

Over the last several years the watershed has undergone several changes throughout, including new development and various infrastructure improvements. As a result, creek crossings through culverts and bridges have been reconstructed. Most recently, the Village of Carol Stream has completed bank stabilization and stream restoration along Klein Creek from Kuhn Road to Thunderbird Trail. Similar improvements along the stream corridor are proposed for points upstream of Thunderbird Trail. Outlet structure improvements at the downstream end of Mitchell Lakes is nearing construction.

As previously noted, almost all elements in the hydraulic model for Klein Creek have required some kind of update given the age of the model and the complicated hydraulics in some areas of the watershed. Areas of newer development need to be

added to the model since the last Watershed Plan update in 2010, including the Armstrong Park Flood Control Reservoir. The Village of Carol Stream, one of our municipal partners, has requested we include 37 additional reservoirs in the model. They have also expressed their desire to add the stream restoration improvements mentioned above to the updated floodplain mapping model. Updates within the Villages of Bloomingdale and Winfield will also be added to the model.

It is important to remember that the FEMA floodplain mapping review and approval process is quite lengthy and can take up to two years before an effective floodplain map is approved. Since this will be a comprehensive change to the floodplain and floodway boundaries in the watershed, approval from the Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR) will also be required. This too can be a lengthy review. Our updated model and map, therefore, needs to be comprehensive and up to 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: Jun 27, 2023

Bid/Contract/PO #: 01.R190464.0000

Company Name: Christopher B. Burke Engineering, Ltd.	Company Contact: Jerry Robinson
Contact Phone: 847-823-0500	Contact Email: jrobinson@cbbel.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
Deb Conroy	CBBEL	Check	\$1,000.00	May 15, 2023
Sam Tornatore	CBBEL	Check	\$250.00	Aug 5, 2022
Grant Eckhoff	CBBEL	Check	\$250.00	May 11, 2022
Brian Krajewski	CBBEL	Check	\$250.00	May 31, 2022

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

Michael E. Kerr, PE

Title

President

Date

Jun 27, 2023

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



## Stormwater Management Resolution

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

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**File #:** SM-R-0069-23

**Agenda Date:** 7/11/2023

**Agenda #:** 9.B

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AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE NAPERVILLE PARK DISTRICT AND  
THE COUNTY OF DU PAGE, FOR THE INTERGOVERNMENTAL COOPERATION & UTILIZATION OF  
AVAILABLE RESOURCES FOR PARTNERSHIP PROJECTS

WHEREAS, the DISTRICT and COUNTY are each public agencies within the meaning of the Intergovernmental Cooperation Act, as set forth in 5 ILCS 220/1 *et. seq.*; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act authorize units of local government to enter into intergovernmental agreements pertaining to intergovernmental activities; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to construct stormwater facilities and to enter into agreements for the purposes of constructing stormwater facilities (Illinois Compiled Statutes Chapter 55, paragraphs 5-1062.3, and 5-15001 *et. seq.*; and

WHEREAS, the DISTRICT strives to protect and improve the county's natural areas while providing high-quality educational and recreational experiences for the people who call DuPage home; and

WHEREAS, the COUNTY strives to provide the highest quality stormwater management in the department's five program areas which include Watershed Management, Floodplain Mapping, Water Quality, Regulatory Services and Flood Operations; and

WHEREAS, the COUNTY anticipates receiving federal funds through the American Rescue Plan Act (ARPA) program to complete stormwater improvements projects throughout the County;

WHEREAS, the COUNTY anticipates constructing numerous water quality and water quantity improvement projects through a variety of funding sources including internal funding and grant funded opportunities; and

WHEREAS, a partnership between the DISTRICT and the COUNTY will assist both parties in achieving the highest goals for the residents of the County; and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the Naperville Park District 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 AGREEMENT, by and through the Stormwater Management Department, to the Naperville Park District, 320 W. Jackson Ave, Naperville, Illinois 60540; and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 18<sup>th</sup> day of July, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



**AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE NAPERVILLE PARK DISTRICT AND  
THE COUNTY OF DU PAGE, FOR THE INTERGOVERNMENTAL COOPERATION  
& UTILIZATION OF AVAILABLE RESOURCES FOR PARTNERSHIP PROJECTS**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “AGREEMENT”) is made and entered into this 18 day of July, 2023 by and between the Naperville Park District, a body politic and corporate (“DISTRICT”) with offices at 320 W. Jackson Ave, Naperville, Illinois 60540, and the County of DuPage, a body politic and corporate (“COUNTY”) with offices at 421 N. County Farm Road, Wheaton, Illinois 60187. The DISTRICT and COUNTY are hereinafter sometimes individually referred to as a “party” or together as the “parties.”

**RECITALS:**

WHEREAS, the DISTRICT and COUNTY are each public agencies within the meaning of the Intergovernmental Cooperation Act, as set forth in 5 ILCS 220/1 *et. seq.*; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act authorize units of local government to enter into intergovernmental agreements pertaining to intergovernmental activities; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to construct stormwater facilities and to enter into agreements for the purposes of constructing stormwater facilities (Illinois Compiled Statutes Chapter 55, paragraphs 5-1062.3, and 5-15001 *et. seq.*; and

WHEREAS, the DISTRICT strives to protect and improve the county's natural areas while providing high-quality educational and recreational experiences for the people who call DuPage home; and

WHEREAS, the COUNTY strives to provide the highest quality stormwater management in the department's five program areas which include Watershed Management, Floodplain Mapping, Water Quality, Regulatory Services and Flood Operations; and

WHEREAS, the COUNTY anticipates receiving federal funds through the American Rescue Plan Act (ARPA) program to complete stormwater improvements projects throughout the County;

WHEREAS, the COUNTY anticipates constructing numerous water quality and water quantity improvement projects through a variety of funding sources including internal funding and grant funded opportunities; and

WHEREAS, a partnership between the DISTRICT and the COUNTY will assist both parties in achieving the highest goals for the residents of the County; and

NOW, THEREFORE, in consideration of the promises, terms and conditions set forth herein, and in the spirit of intergovernmental cooperation, the parties agree that:

**1.0 INCORPORATION OF RECITALS**

1.1 The recitals set forth above are incorporated herein and made a part hereof.

**2.0 SCOPE OF PROJECT**

2.1 The scope of the PROJECT(s) will be determined by COUNTY and DISTRICT and vary based upon the site location(s) and needs identified by each party.

**3.0 PROJECT FUNDING AND CONTINGENCIES**

3.1 All PROJECT specific costs will be determined and agreed upon with site specific Intergovernmental Agreement (IGA). No funds are exchanged or committed as part of this IGA.

**4.0 COUNTY and DISTRICT RIGHTS AND RESPONSIBILITIES**

4.1 The DISTRICT and COUNTY agree to work cooperatively to identify, protect, restore, and manage lands and waters within the watersheds of DuPage County.

4.2 The DISTRICT and COUNTY agree to work cooperatively to develop plans and tools that help their goals.

- 4.3 The DISTRICT and COUNTY agree to participate in regular conference calls, in-person meetings and site visits to review opportunities for planning and development of shared implementation strategies on issues of mutual concern.
- 4.4 The DISTRICT and COUNTY shall each be responsible for determining proposed PROJECT locations and designs.
- 4.5 The DISTRICT and COUNTY agree that any PROJECT(s) identified within DISTRICT property shall comply with all current DISTRICT ordinances and policies.
- 4.6 The DISTRICT and COUNTY agree to enter into subsequent agreements as needed to accomplish specific projects, to secure outside funding sources such as grants, or to provide available resources for the benefit and fulfillment of Partnership priorities, which may include, but are not limited to:
1. Permitting Assistance
  2. FEQ Modeling (Hydraulic modeling)
  3. Project Identification & Development
  4. Acquiring Land (Land Acquisition)
  5. Land Maintenance Services (mowing, burning, etc.)

5.0 BLANK

## **6.0 INDEMNIFICATION**

- 6.1 Each party to this AGREEMENT shall require that any third party vendor, consultant or contractor hired to do work on the PROJECT shall agree to defend, save, indemnify, keep and hold harmless the other parties, and all of their officers, elected officials, servants, agents and employees from all liabilities, damages, suits, costs and expenses in law or equity, including costs of suit, expenses for legal services and defense and judgments and settlements that may at any time arise or be claimed by any person, including the agents, servants and employees

of the parties, for personal injury, death or property damage or any and all other claims or suits of any nature whatsoever that might arise or result, directly or indirectly, from the negligent acts or omissions, or the intentional acts of the third party related to its work on the PROJECT. All contracts entered into by each party to this AGREEMENT with any third party vendor, consultant or contractor shall include a provision specifically naming the other parties as third-party beneficiaries of the hold harmless and indemnification to be provided by the third party vendor, consultant or contractor under this paragraph.

- 6.2 Pursuant to the authority conferred by Article VII of the Local Governmental and Governmental Employee Tort Immunity Act, each party to this AGREEMENT (as indemnitor) shall defend, save, indemnify, keep and hold harmless the other party (as indemnitee) and all of their officers, elected officials, servants, agents and employees from all liabilities, damages, suits, costs and expenses in law or equity, including costs of suit, expenses for legal services and defenses and settlements and judgments that may at any time arise or be claimed by any person, including the agents, servants and employees of the indemnitor or indemnitee, for personal injury, death or property damage or any and all other claims or suits of any nature whatsoever that may arise or result, directly or indirectly, or in any manner connected with the indemnitor's rights, responsibilities or actions under this AGREEMENT, when caused by an act or omission to act on the part of the indemnitor, its officers, agents, or employees, that allegedly constitutes, without limitation, negligence, creation or maintenance of a dangerous condition on public property, or intentional infliction of harm. The parties agree that, notwithstanding the language above, no party waives, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.), or otherwise available to it, or available to the other parties, under the law and that there shall be no obligation to indemnify whenever a party has a defense or protection to a claim under the Local Government and Governmental Employees Tort Liability Act or common law.

## **7.0 NOTICES**

7.1 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; (b) served by electronic mail (e-mail) during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with the postage prepaid and deposited in the United States mail. Notices served upon the DISTRICT shall be directed to the Executive Director, Naperville Park District, 320 W. Jackson Ave., Naperville, IL 60540. Notices served upon the COUNTY shall be directed to the Director, Division of Stormwater Management, County of DuPage, 421 N. County Farm Road, Wheaton, IL 60187 and DuPage County State's Attorney's Office, Attn: Civil Bureau, 505 N. County Farm Road, Wheaton, IL 60187. Notices served personally or by e-mail shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service.

## **8.0 SEVERABILITY**

8.1 In the event any provision of this AGREEMENT is found to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not invalidate or render unenforceable any other provision of this AGREEMENT, providing that the spirit and intent of this AGREEMENT can be given effect.

## **9.0 ENTIRE AGREEMENT**

9.1 The provisions set forth herein represent the entire agreement between the parties and supersede any previous oral or written negotiations and agreements. No provision may be modified in any respect unless such modification is in writing and signed by both parties.

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

## **10.0 MISCELLANEOUS TERMS**

10.1 This AGREEMENT shall be executed in duplicate, and each party shall retain a fully executed copy, each of which shall be deemed an original.

10.2 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Eighteenth Judicial Circuit Court for DuPage County.

10.3 This AGREEMENT may be amended or modified only by written instrument duly approved and signed by both parties to the AGREEMENT.

10.4 No course of dealing or failure of any party to enforce strictly any term, right, or condition of this AGREEMENT shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this AGREEMENT shall operate as a waiver of any other term, right, or condition.

IN WITNESS WHEREOF, the parties have entered into this AGREEMENT as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

**NAPERVILLE PARK DISTRICT  
DU PAGE COUNTY**

**COUNTY OF DU PAGE**

BY: \_\_\_\_\_  
Board President

BY: \_\_\_\_\_  
Deborah A. Conroy, Chair

ATTEST: \_\_\_\_\_  
Board Secretary

ATTEST: \_\_\_\_\_  
Jean Kaczmarek, Clerk



## Stormwater Management Resolution

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

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**File #:** SM-R-0070-23

**Agenda Date:** 7/11/2023

**Agenda #:** 9.C

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AMENDMENT TO RESOLUTION SM-R-0294-22  
AMENDED INTERGOVERNMENTAL AGREEMENT  
BETWEEN COUNTY OF DUPAGE, ILLINOIS AND THE CITY OF WHEATON  
FOR THE DORSET FLOOD IMPROVEMENT PROJECT  
FOR AN INCREASE OF \$66,263

WHEREAS, on August 9, 2022, the COUNTY and the CITY previously entered into an Intergovernmental Agreement Between County of DuPage, Illinois and the City of Wheaton for the Dorset Flood Improvement Project; and

WHEREAS the CITY and the COUNTY now desire to amend and replace the original Intergovernmental Agreement executed by the COUNTY and CITY on August 9, 2022, to increase the amount of reimbursement payable to the CITY under that Agreement; and

WHEREAS, the CITY has requested COUNTY'S increased participation in cost sharing of the PROJECT through a grant from the COUNTY'S American Rescue Plan Act, totaling an amount not to exceed two hundred seventy-six thousand, eight hundred forty-three dollars (\$276,843); and

WHEREAS, it is in the best interest of the COUNTY and CITY to enter into this AMENDED INTERGOVERNMENTAL AGREEMENT wherein the COUNTY has agreed to increase the amount of the CITY'S reimbursement to two hundred seventy-six thousand, eight hundred forty-three dollars (\$276,843), or an amount not to exceed 50% of the project's total cost; and

WHEREAS, the CITY shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and

WHEREAS, the CITY shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects.



NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the City of Wheaton 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 AGREEMENT, by and through the Stormwater Management Department, to the City of Wheaton, 303 W. Wesley Street, Wheaton, IL, 60187; and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 18<sup>th</sup> day of July, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

SWM 7/11  
FI+CB 7/18



**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

Date: Jul 3, 2023

MinuteTraq (IQM2) ID #: 23-2226

<b>Purchase Order #:</b> 6054-1-SERV	<b>Original Purchase Order Date:</b> Aug 9, 2022	<b>Change Order #:</b> 1	<b>Department:</b> Stormwater Management
<b>Vendor Name:</b> City of Wheaton		<b>Vendor #:</b> 10903	<b>Dept Contact:</b> Alicia Favela Perez
<b>Background and/or Reason for Change Order Request:</b>	Amendment to Resolution SM-R-0294-22, for a grant agreement with the City of Wheaton for Dorset Flood Improvement Project, for an increase of \$66,263, for an amended agreement not to exceed \$276,843. (ARPA ITEM)		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- (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	\$210,580.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$210,580.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$66,263.00
E	New contract amount (C + D)	\$276,843.00
F	Percent of current contract value this Change Order represents (D / C)	31.47%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	31.47%

**DECISION MEMO NOT REQUIRED**

Cancel entire order     
  Close Contract     
  Contract Extension (29 days)     
  Consent Only

Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_

Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_

Price shows: \_\_\_\_\_ should be: \_\_\_\_\_

Decrease remaining encumbrance and close contract     
  Increase encumbrance and close contract     
  Decrease encumbrance     
  Increase encumbrance

**DECISION MEMO REQUIRED**

Increase (greater than 29 days) contract expiration from: \_\_\_\_\_ to: \_\_\_\_\_

Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount     
  Funding Source ARPA 1100-1215-53830

OTHER - explain below: \_\_\_\_\_

AFP _____	6698	Jul 3, 2023	<i>SPO</i>	6676	07.03.23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer _____	Date _____	<i>MCW</i>	Procurement Officer _____	Date <b>7/5/23</b>	
Chief Financial Officer (Decision Memos Over \$25,000)	Date _____	Chairman's Office (Decision Memos Over \$25,000)	Date _____		



# Decision Memo

## Procurement Services Division

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

Date: Jun 29, 2023

MinuteTraq (IQM2) ID #: 23-2226

Department Requisition #: \_\_\_\_\_

Requesting Department: Stormwater Management	Department Contact: Sarah Hunn
Contact Email: sarah.hunn@dupageco.org	Contact Phone: 630-407-6676
Vendor Name: City of Wheaton	Vendor #:

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

Approve Amendment to preview IGA between the County and the City increase the County's share (ARPA Funds) for the Dorset Flood Improvement Project.

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

DPC SWM initiated an grant program to administer allocated ARPA funds to municipalities, this project was submitted by the City of Wheaton and was selected and approved by Stormwater Committee for funding approval. The application was completed using an Engineer's Estimate of Cost, the actual bid cost came in higher due to supply chain cost escalation and market inflation. The amended total presented still qualified for under the original grant criteria.

**Strategic Impact**

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

Reduction in flooding and improvement in local stormwater conveyance.

**Source Selection/Vetting Information** - Describe method used to select source.

This was selected and approved through DPC SWM's Municipal ARPA Grant Program.

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

Approved IGA Amendment. The department has the funding available in current ARPA allocation and the project will benefit residents of DuPage County.

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

COVID\_19 SWM (ARPA) - Increase of \$66,263

AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE,  
ILLINOIS AND THE CITY OF WHEATON FOR THE DORSET FLOOD IMPROVEMENT  
PROJECT

This AMENDED INTERGOVERNMENTAL AGREEMENT is made this 18<sup>th</sup> day of July 2023 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and the CITY OF WHEATON, a body politic and corporate, with offices at 303 W. Wesley Street, WHEATON, IL 60187 (hereinafter referred to as the CITY).

R E C I T A L S

WHEREAS, the CITY 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; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

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

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has been awarded \$179,266,585 in funding through the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the DuPage County Board have approved a municipal cost share program, and a portion of the funds dedicated to

Stormwater Infrastructure are to be used to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the Stormwater Management Department on behalf of the COUNTY has developed and implemented a competitive grant program available to all municipalities in DuPage County; and

WHEREAS, the CITY previously submitted an application under this grant program for the “DORSET FLOOD IMPROVEMENT PROJECT” that meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the CITY previously determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and

WHEREAS, on August 9, 2022, the COUNTY and the CITY previously entered into an “Intergovernmental Agreement Between County of DuPage, Illinois and the City of Wheaton for the Dorset Flood Improvement Project”; and

WHEREAS the CITY and the COUNTY now desire to amend and replace the original Intergovernmental Agreement executed by the COUNTY and CITY on August 9, 2022, to increase the amount of reimbursement payable to the CITY under that Agreement; and

WHEREAS, the CITY has requested COUNTY’S increased participation in cost sharing of the PROJECT through a grant from the COUNTY’S American Rescue Plan Act, totaling an amount not to exceed two hundred seventy-six thousand, eight hundred forty-three dollars (\$276,843); and

WHEREAS, it is in the best interest of the COUNTY and CITY to enter into this AMENDED INTERGOVERNMENTAL AGREEMENT wherein the COUNTY has agreed to increase the amount of the CITY’S reimbursement to two hundred seventy-six thousand, eight hundred forty-three dollars (\$276,843), or an amount not to exceed 50% of the project’s total cost; and

WHEREAS, the CITY shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and

WHEREAS, the CITY shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, in consideration of the promises, 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 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.**

- 2.1 The PROJECT involves the construction of new storm sewer to collect overland flow that inundates three depressional areas. The project will reduce structural flooding to five adjacent residential homes.
- 2.2 The PROJECT shall be developed essentially in accord with the engineering plans as prepared by Engineering Resource Associates, Inc. with a latest revision date of April 2022, which document is incorporated herein by reference but is not attached hereto due to space limitations. The project shall be maintained and monitored by the CITY or their consultant.

**3.0 FUNDING.**

- 3.1 The total construction related PROJECT costs are estimated to be five hundred fifty-three thousand, six hundred eighty-six dollars (\$553,686). The COUNTY’s maximum reimbursement amount is \$276,843 or 50% of the PROJECT cost, whichever is least. The anticipated cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

CITY OF WHEATON	\$276,843
COUNTY OF DUPAGE	\$276,843
TOTAL	\$553,686

- 3.2 The CITY shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the CITY and COUNTY agree to apportion such extra costs (through an amendment consistent with Paragraph 8.1) before they are incurred.
- 3.3 This AGREEMENT shall in no way obligate the CITY to undertake this PROJECT if the CITY in its sole discretion determines that it is no longer in the CITY’s best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by October 31, 2024, the CITY shall promptly reimburse the COUNTY any monies paid by the COUNTY to the CITY pursuant to this AGREEMENT. The CITY’s right to retain the COUNTY’S

reimbursement of PROJECT costs is expressly conditioned upon the CITY'S timely and satisfactory completion of the PROJECT.

- 3.4 The CITY may only seek COUNTY reimbursement for allowable PROJECT construction expenses incurred on, or before, October 31, 2024. Allowable PROJECT expenses incurred and paid by the CITY in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT, but does not include construction management, bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the CITY'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.
- 3.5 As this Agreement utilizes ARPA funds, the CITY is aware that time is of the essence in notifications as to whether the CITY will proceed with this project to substantial completion not later than October 31, 2024. If the CITY fails to communicate that the CITY is not proceeding with this project or if the CITY fails to substantially complete this project by October 31, 2024, the COUNTY may recoup any expended funds and withhold any unexpended funds to be used for other permissible purposes in advance of the December 31, 2026 federal recapture deadline.

#### **4.0 CITY'S RESPONSIBILITIES.**

- 4.1 The CITY 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 CITY shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The CITY shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 4.3 The CITY shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The CITY 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 CITY shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.6 The CITY shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.

- 4.7 The CITY may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The CITY 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 two hundred seventy-six thousand, eight hundred forty-three dollars (\$276,843) or 50% of the PROJECT costs, whichever is least. The invoice shall show the quantities, cost per item, date of work incurred, proof of payment (copy of check), final waivers from the primary contractor, and a brief summary of work completed on the PROJECT.
- 4.9 The CITY shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the CITY in the amounts herein agreed upon, nor shall this provision affect the CITY'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 CITY shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by 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.). The COUNTY shall provide the CITY reasonable advanced notice of when the COUNTY requires such access.
- 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 CITY and CITY'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The CITY 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 CITY shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the CITY beyond the usual burdens and liabilities for a municipality 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 under the COUNTY'S ARPA funding.
- 4.12 The CITY must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage (if applicable) and other promotion



of the PROJECT including, but not limited to, printed materials, press releases and presentations.

## 5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall reserve the right to review the PROJECT plans and specifications, prior to the CITY's advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S ARPA Grant. The COUNTY shall promptly provide the CITY with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
  - 5.2.1 The COUNTY shall reimburse the CITY for approved costs associated with the PROJECT at a maximum amount of \$276,843, or 50% of the PROJECT cost whichever is least, which have been incurred and paid for by the CITY, as specified in Paragraph 3.1.
  - 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed two hundred seventy-six thousand, eight hundred forty-three dollars (\$276,843).
  - 5.2.3 In the event PROJECT costs total less than five hundred fifty-three thousand, six hundred eighty-six dollars (\$553,686), the COUNTY'S total reimbursement amount shall be not more than fifty percent (50%) of the actual total PROJECT costs, or \$276,843 whichever is least. Any amounts overpaid by the COUNTY shall be promptly refunded by the CITY.
  - 5.2.4 The COUNTY shall not be obligated to pay invoices received after December 30, 2024, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
  - 5.2.5 The COUNTY shall not reimburse for any work completed before entering into the IGA, nor shall pay for any work completed after October 31, 2024.
  - 5.2.6 The COUNTY shall not reimburse for any work completed for invoices received after December 30, 2024.
- 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.

- 5.4 The COUNTY does not, and shall not warrant, and makes no representations that the project meets all the qualifications and requirements for the expenditure of ARPA funds.

## **6.0 GOVERNMENT REGULATIONS.**

- 6.1 The CITY shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.
- 6.2 The CITY understands and agrees that ARPA funds are subject to audit and potential recoupment by the Federal Government of the United States of America. The CITY agrees to assist the COUNTY in responding to any audits of the ARPA funds used for the project.

## **7.0 INDEMNIFICATION.**

- 7.1 The CITY 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 reasonable 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 CITY'S performance under this AGREEMENT to the fullest extent the CITY is so authorized under the law; provided, however, that the CITY 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 CITY shall specifically 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 reasonable 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 use of ARPA funds for this project, including, but not limited to audits, recoupment of the ARPA funds used for this project, or fines and penalties assessed related to using ARPA funds for this project.
- 7.3 The CITY shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the CITY and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the CITY shall require that its consultants and contractors indemnify, defend and hold harmless the CITY 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.

- 7.4 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 paragraphs 7.1, 7.2 or 7.3 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove CITY'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 CITY or its consultants, contractors or agents. The CITY'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 December 30, 2024, or to a new date agreed upon by the parties.
- 9.1.2 The completion by the CITY and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 30, 2024.

## **10.0 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 the 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.

**12.0 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.**

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

City of Wheaton  
Attn: City Clerk  
City of Wheaton  
303 W. Wesley Street  
WHEATON, IL 60187

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

Sarah Hunn  
Director  
DuPage County  
Stormwater Management  
421 N. 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.

**15.0 NO WAIVER OF TORT IMMUNITIES**

15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

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

COUNTY OF DUPAGE

CITY OF WHEATON

\_\_\_\_\_  
Deborah A. Conroy, Chair  
DuPage County Board

\_\_\_\_\_  
Philip J. Suess  
Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek,  
County Clerk

\_\_\_\_\_  
Andrea Rosedale  
City Clerk



## Stormwater Management Resolution

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

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**File #:** SM-R-0071-23

**Agenda Date:** 7/11/2023

**Agenda #:** 9.D

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AMENDMENT TO RESOLUTION SM-R-0010-23  
AMENDED INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND THE VILLAGE OF HINSDALE  
FOR THE CHARLESTON ROAD DRAINAGE PROJECT  
FOR AN INCREASE OF \$66,506

WHEREAS, on December 13, 2022, the COUNTY and the VILLAGE previously entered into an Intergovernmental Agreement between County of DuPage, Illinois and the Village of Hinsdale for the Charleston Road Drainage Project; and

WHEREAS the VILLAGE and the COUNTY now desire to amend and replace the original Intergovernmental Agreement executed by the COUNTY and VILLAGE on December 13, 2022, to increase the amount of reimbursement payable to the VILLAGE under that Agreement; and

WHEREAS, the VILLAGE has requested COUNTY'S increased participation in cost sharing of the PROJECT through a grant from the COUNTY'S American Rescue Plan Act, totaling an amount not to exceed one hundred eighty-nine thousand, one hundred fifty-one dollars (\$189,151); and

WHEREAS, it is in the best interest of the COUNTY and VILLAGE to enter into this AMENDED INTERGOVERNMENTAL AGREEMENT wherein the COUNTY has agreed to increase the amount of the VILLAGE'S reimbursement to one hundred eighty-nine thousand, one hundred fifty-one dollars (\$189,151), or an amount not to exceed 50% of the project's total cost; and

WHEREAS, the VILLAGE shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the Village of Hinsdale 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 AGREEMENT, by and through the Stormwater Management Department, to the Village of Hinsdale, 19 E. Chicago Avenue, HINSDALE, IL 60521; and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 18<sup>th</sup> day of July, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

SWM 7/11  
 FI+CB 7/18



**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

Date: Jul 3, 2023

MinuteTraq (IQM2) ID #: 23-2232

<b>Purchase Order #:</b> 6206-1-SERV	<b>Original Purchase Order Date:</b> Dec 13, 2022	<b>Change Order #:</b> 1	<b>Department:</b> Stormwater Management
<b>Vendor Name:</b> Village of Hinsdale		<b>Vendor #:</b> 10463	<b>Dept Contact:</b> Alicia Favela Perez
<b>Background and/or Reason for Change Order Request:</b>	Amendment to Resolution SM-R-0010-23, for a grant agreement with the Village of Hinsdale for the Charleston Road drainage project, for an increase of \$66,506, for an amended agreement not to exceed \$189,151. (ARPA ITEM)		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- (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	\$122,645.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$122,645.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$66,506.00
E	New contract amount (C + D)	\$189,151.00
F	Percent of current contract value this Change Order represents (D / C)	54.23%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	54.23%

**DECISION MEMO NOT REQUIRED**

Cancel entire order     
  Close Contract     
  Contract Extension (29 days)     
  Consent Only

Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_

Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_

Price shows: \_\_\_\_\_ should be: \_\_\_\_\_

Decrease remaining encumbrance and close contract     
  Increase encumbrance and close contract     
  Decrease encumbrance     
  Increase encumbrance

**DECISION MEMO REQUIRED**

Increase (greater than 29 days) contract expiration from: \_\_\_\_\_ to: \_\_\_\_\_

Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount     
 Funding Source ARPA 1100-1215-53830

OTHER - explain below: \_\_\_\_\_

AFP	6698	Jul 3, 2023	<i>SDD</i>	6676	070323
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer	Date	<i>ALM</i>	Procurement Officer	Date	7/5/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		





# Decision Memo

## Procurement Services Division

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

Date: Jun 29, 2023

MinuteTraq (IQM2) ID #: 23-2232

Department Requisition #: \_\_\_\_\_

Requesting Department: Stormwater Management	Department Contact: Sarah Hunn
Contact Email: sarah.hunn@dupageco.org	Contact Phone: 630-407-6676
Vendor Name: Village of Hinsdale	Vendor #:

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

Approve Amendment to preview IGA between the County and the Village increase the County's share (ARPA Funds) for the Charleston Road Project.

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

DPC SWM initiated an grant program to administer allocated ARPA funds to municipalities, this project was submitted by the Village of Hinsdale and was selected and approved by Stormwater Committee for funding approval. The application was completed using an Engineer's Estimate of Cost, the actual bid cost came in higher due to supply chain cost escalation and market inflation. The amended total presented still qualified for under the original grant criteria.

**Strategic Impact**

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

Reduction in flooding and improvement in local stormwater conveyance.

**Source Selection/Vetting Information** - Describe method used to select source.

This was selected and approved through DPC SWM's Municipal ARPA Grant Program.

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

Approved IGA Amendment. The department has the funding available in current ARPA allocation and the project will benefit residents of DuPage County.

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

COVID\_19 SWM (ARPA) - Increase of \$66,506.00

AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE,  
ILLINOIS AND THE VILLAGE OF HINSDALE FOR THE CHARLESTON ROAD  
DRAINAGE PROJECT

This AMENDED INTERGOVERNMENTAL AGREEMENT is made this 18<sup>th</sup> day of July 2023 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and the VILLAGE OF HINSDALE, a body politic and corporate, with offices at 19 E. Chicago Avenue, HINSDALE, IL 60521 (hereinafter referred to as the VILLAGE).

R E C I T A L S

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; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

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

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has been awarded \$179,266,585 in funding through the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the DuPage County Board have approved a municipal cost share program, and a portion of the funds dedicated to

Stormwater Infrastructure are to be used to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the Stormwater Management Department on behalf of the COUNTY has developed and implemented a competitive grant program available to all municipalities in DuPage County; and

WHEREAS, the VILLAGE previously submitted an application under this grant program for the “CHARLESTON ROAD DRAINAGE PROJECT” that meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the VILLAGE previously determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and

WHEREAS, on December 13, 2022, the COUNTY and the VILLAGE previously entered into an “Intergovernmental Agreement Between County of DuPage, Illinois and the Village of Hinsdale for the Charleston Road Drainage Project”; and

WHEREAS the VILLAGE and the COUNTY now desire to amend and replace the original Intergovernmental Agreement executed by the COUNTY and VILLAGE on December 13, 2022, to increase the amount of reimbursement payable to the VILLAGE under that Agreement; and

WHEREAS, the VILLAGE has requested COUNTY’S increased participation in cost sharing of the PROJECT through a grant from the COUNTY’S American Rescue Plan Act, totaling an amount not to exceed one hundred eighty-nine thousand, one hundred fifty-one dollars (\$189,151); and

WHEREAS, it is in the best interest of the COUNTY and VILLAGE to enter into this AMENDED INTERGOVERNMENTAL AGREEMENT wherein the COUNTY has agreed to increase the amount of the VILLAGE’S reimbursement to one hundred eighty-nine thousand, one hundred fifty-one dollars (\$189,151), or an amount not to exceed 50% of the project’s total cost; and

WHEREAS, the VILLAGE shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, in consideration of the promises, 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 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.**

- 2.1 The PROJECT involves upsizing an existing storm sewer that results in flooding of a depressional area at the low point of Charleston Road which extends into and floods two residential homes.
- 2.2 The PROJECT shall be developed essentially in accord with the engineering report prepared by HRGreen with a latest revision date of January 18, 2022, which document is incorporated herein by reference but is not attached hereto due to space limitations.

**3.0 FUNDING.**

- 3.1 The total construction related PROJECT costs are estimated to be three hundred seventy-eight thousand, three hundred and two dollars (\$378,302). The COUNTY's maximum reimbursement amount is \$189,151 or 50% of the PROJECT cost, whichever is least. The anticipated cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF HINSDALE	\$189,151
COUNTY OF DUPAGE	\$189,151
<hr/>	
TOTAL	\$378,302

- 3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the VILLAGE and COUNTY agree to apportion such extra costs (through an amendment consistent with Paragraph 8.1) before they 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 October 31, 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 construction expenses incurred on, or before, October 31, 2024. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT, but does not include construction management, bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.
- 3.5 As this Agreement utilizes ARPA funds, the VILLAGE is aware that time is of the essence in notifications as to whether the VILLAGE will proceed with this project to substantial completion not later than October 31, 2024. If the VILLAGE fails to communicate that the VILLAGE is not proceeding with this project or if the VILLAGE fails to substantially complete this project by October 31, 2024, the COUNTY may recoup any expended funds and withhold any unexpended funds to be used for other permissible purposes in advance of the December 31, 2026 federal recapture deadline.

#### **4.0 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 one hundred eighty-nine thousand, one hundred fifty-one dollars (\$189,151) or 50% of the PROJECT costs, whichever is least. The invoice shall show the quantities, cost per item, date of work incurred, proof of payment (copy of check), final waivers from the primary contractor, and a brief summary of work completed on the PROJECT.
- 4.9 The VILLAGE shall make direct payments, or cause to have payments made, 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 upon reasonable request by 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.). The COUNTY shall provide the VILLAGE reasonable advanced notice of when the COUNTY requires such access.
- 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 or cause to have strictly enforced 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 a municipality 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 under the COUNTY'S ARPA funding.
- 4.12 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage (if applicable) and other

promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

## 5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall reserve the right to review the PROJECT plans and specifications, prior to the VILLAGE's advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S ARPA Grant. The COUNTY shall promptly provide the VILLAGE with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.
- 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 maximum amount of \$189,151, or 50% of the PROJECT cost whichever is least, 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 one hundred eighty-nine thousand, one hundred fifty-one dollars (\$189,151).
  - 5.2.3 In the event PROJECT costs total less than three hundred seventy-eight thousand, three hundred and two dollars (\$378,302), the COUNTY'S total reimbursement amount shall be not more than fifty percent (50%) of the actual total PROJECT costs, or \$189,151 whichever is least. 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 December 30, 2024, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
  - 5.2.5 The COUNTY shall not reimburse for any work completed before entering into the IGA, nor shall pay for any work completed after October 31, 2024.
  - 5.2.6 The COUNTY shall not reimburse for any work completed for invoices received after December 30, 2024.
- 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.

- 5.4 The COUNTY does not, and shall not warrant, and makes no representations that the project meets all the qualifications and requirements for the expenditure of ARPA funds.

## **6.0 GOVERNMENT REGULATIONS.**

- 6.1 The VILLAGE shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.
- 6.2 The VILLAGE understands and agrees that ARPA funds are subject to audit and potential recoupment by the Federal Government of the United States of America. The VILLAGE agrees to assist the COUNTY in responding to any audits of the ARPA funds used for 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 reasonable 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 specifically 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 reasonable 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 use of ARPA funds for this project, including, but not limited to audits, recoupment of the ARPA funds used for this project, or fines and penalties assessed related to using ARPA funds for this project.
- 7.3 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.

- 7.4 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 paragraphs 7.1, 7.2 or 7.3 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 December 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 December 30, 2024.

## **10.0 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 the 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.

#### **12.0 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.**

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

George Peluso  
Director of Public Services  
Village of Hinsdale  
19 E. Chicago Avenue  
HINSDALE, IL 60521

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

Sarah Hunn  
Director  
DuPage County  
Stormwater Management  
421 N. 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.

**15.0 NO WAIVER OF TORT IMMUNITIES**

15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

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

COUNTY OF DUPAGE

VILLAGE OF HINSDALE

\_\_\_\_\_  
Deborah A. Conroy, Chair  
DuPage County Board

\_\_\_\_\_  
Thomas Cauley, Jr.  
Village President

ATTEST:

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek,  
County Clerk

\_\_\_\_\_  
Emily Tompkins  
Village Clerk



## Stormwater Management Resolution

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

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**File #:** SM-R-0072-23

**Agenda Date:** 7/11/2023

**Agenda #:** 9.E

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AMENDMENT TO RESOLUTION SM-R-0009-23  
AMENDED INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND THE VILLAGE OF HINSDALE  
FOR THE FIFTH AND GRANT DRAINAGE PROJECT  
FOR AN INCREASE OF \$87,480

WHEREAS, on December 13, 2022, the COUNTY and the VILLAGE previously entered into an Intergovernmental Agreement Between County of DuPage, Illinois and the Village of Hinsdale for the Fifth and Grant Drainage Project; and

WHEREAS the VILLAGE and the COUNTY now desire to amend and replace the original Intergovernmental Agreement executed by the COUNTY and VILLAGE on December 13, 2022, to increase the amount of reimbursement payable to the VILLAGE under that Agreement; and

WHEREAS, the VILLAGE has requested COUNTY'S increased participation in cost sharing of the PROJECT through a grant from the COUNTY'S American Rescue Plan Act, totaling an amount not to exceed one hundred ninety-nine thousand, four hundred and eighty dollars (\$199,480); and

WHEREAS, it is in the best interest of the COUNTY and VILLAGE to enter into this AMENDED INTERGOVERNMENTAL AGREEMENT wherein the COUNTY has agreed to increase the amount of the VILLAGE'S reimbursement to one hundred ninety-nine thousand, four hundred and eighty dollars (\$199,480), or an amount not to exceed 50% of the project's total cost; and

WHEREAS, the VILLAGE shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the Village of Hinsdale 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 AGREEMENT, by and through the Stormwater Management Department, to the Village of Hinsdale, 19 E. Chicago Avenue, HINSDALE, IL 60521; and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 18<sup>th</sup> day of July, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

SWM 7/11  
 FI+CB 7/18



**Request for Change Order**  
**Procurement Services Division**

Attach copies of all prior Change Orders

Date: Jul 3, 2023

MinuteTraQ (IQM2) ID #: 23-2233

<b>Purchase Order #:</b> 6189-1-SERV	<b>Original Purchase Order Date:</b> Dec 13, 2022	<b>Change Order #:</b> 1	<b>Department:</b> Stormwater Management
<b>Vendor Name:</b> Village of Hinsdale	<b>Vendor #:</b> 10463		<b>Dept Contact:</b> Alicia Favela Perez
<b>Background and/or Reason for Change Order Request:</b>	Amendment to Resolution SM-R-0009-23, for a grant agreement with the Village of Hinsdale for the Fifth and Grant Drainage project, for an increase of 87,480, for an amended agreement not to exceed \$199,480. (ARPA ITEM)		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- (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	\$112,000.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$112,000.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$87,480.00
E	New contract amount (C + D)	\$199,480.00
F	Percent of current contract value this Change Order represents (D / C)	78.11%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	78.11%

**DECISION MEMO NOT REQUIRED**

Cancel entire order     
  Close Contract     
  Contract Extension (29 days)     
  Consent Only

Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_

Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_

Price shows: \_\_\_\_\_ should be: \_\_\_\_\_

Decrease remaining encumbrance and close contract     
  Increase encumbrance and close contract     
  Decrease encumbrance     
  Increase encumbrance

**DECISION MEMO REQUIRED**

Increase (greater than 29 days) contract expiration from: \_\_\_\_\_ to: \_\_\_\_\_

Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount     
  Funding Source ARPA 1100-1215-53830

OTHER - explain below: \_\_\_\_\_

AFP	6698	Jul 3, 2023	<i>[Signature]</i>	6676	07.03.23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer	Date	<i>[Signature]</i> Procurement Officer		Date	7/5/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)		Date	



# Decision Memo

## Procurement Services Division

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

Date: Jun 29, 2023

MinuteTraq (IQM2) ID #: 23-2233

Department Requisition #: \_\_\_\_\_

Requesting Department: Stormwater Management	Department Contact: Sarah Hunn
Contact Email: sarah.hunn@dupageco.org	Contact Phone: 630-407-6676
Vendor Name: Village of Hinsdale	Vendor #:

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

Approve Amendment to preview IGA between the County and the Village increase the County's share (ARPA Funds) for the Fifth and Grant Drainage Project.

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

DPC SWM initiated an grant program to administer allocated ARPA funds to municipalities, this project was submitted by the Village of Hinsdale and was selected and approved by Stormwater Committee for funding approval. The application was completed using an Engineer's Estimate of Cost, the actual bid cost came in higher due to supply chain cost escalation and market inflation. The amended total presented still qualified for under the original grant criteria.

**Strategic Impact**

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

Reduction in flooding and improvement in local stormwater conveyance.

**Source Selection/Vetting Information** - Describe method used to select source.

This was selected and approved through DPC SWM's Municipal ARPA Grant Program.

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

Approved IGA Amendment. The department has the funding available in current ARPA allocation and the project will benefit residents of DuPage County.

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

COVID\_19 SWM (ARPA) - Increase of \$87,480.00

AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE,  
ILLINOIS AND THE VILLAGE OF HINSDALE FOR THE FIFTH AND GRANT  
DRAINAGE PROJECT

This AMENDED INTERGOVERNMENTAL AGREEMENT is made this 18<sup>th</sup> day of July 2023 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and the VILLAGE OF HINSDALE, a body politic and corporate, with offices at 19 E. Chicago Avenue, HINSDALE, IL 60521 (hereinafter referred to as the VILLAGE).

R E C I T A L S

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; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

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

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has been awarded \$179,266,585 in funding through the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the DuPage County Board have approved a municipal cost share program, and a portion of the funds dedicated to



Stormwater Infrastructure are to be used to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the Stormwater Management Department on behalf of the COUNTY has developed and implemented a competitive grant program available to all municipalities in DuPage County; and

WHEREAS, the VILLAGE previously submitted an application under this grant program for the “FIFTH AND GRANT DRAINAGE PROJECT” that meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the VILLAGE previously determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and

WHEREAS, on December 13, 2022, the COUNTY and the VILLAGE previously entered into an “Intergovernmental Agreement Between County of DuPage, Illinois and the Village of Hinsdale for the Fifth and Grant Drainage Project”; and

WHEREAS the VILLAGE and the COUNTY now desire to amend and replace the original Intergovernmental Agreement executed by the COUNTY and VILLAGE on December 13, 2022, to increase the amount of reimbursement payable to the VILLAGE under that Agreement; and

WHEREAS, the VILLAGE has requested COUNTY’S increased participation in cost sharing of the PROJECT through a grant from the COUNTY’S American Rescue Plan Act, totaling an amount not to exceed one hundred ninety-nine thousand, four hundred and eighty dollars (\$199,480); and

WHEREAS, it is in the best interest of the COUNTY and VILLAGE to enter into this AMENDED INTERGOVERNMENTAL AGREEMENT wherein the COUNTY has agreed to increase the amount of the VILLAGE’S reimbursement to one hundred ninety-nine thousand, four hundred and eighty dollars (\$199,480), or an amount not to exceed 50% of the project’s total cost; and

WHEREAS, the VILLAGE shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, in consideration of the promises, 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 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.**

- 2.1 The PROJECT involves the installation of approximately 350 feet of 24-inch storm sewer to eliminate frequent flooding at the intersection of Fifth and Grant that impacts both the roadway and results in flood damage to twelve adjacent homes.
- 2.2 The PROJECT shall be developed essentially in accord with the concept prepared by HRGreen with a latest revision date of June 3, 2011, which document is incorporated herein by reference but is not attached hereto due to space limitations.

**3.0 FUNDING.**

- 3.1 The total construction related PROJECT costs are estimated to be three hundred ninety-eight thousand, nine hundred and sixty dollars (\$398,960). The COUNTY's maximum reimbursement amount is \$199,480 or 50% of the PROJECT cost, whichever is least. The anticipated cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF HINSDALE	\$199,480
COUNTY OF DUPAGE	\$199,480
<hr/>	
TOTAL	\$398,960

- 3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the VILLAGE and COUNTY agree to apportion such extra costs (through an amendment consistent with Paragraph 8.1) before they 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 October 31, 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 construction expenses incurred on, or before, October 31, 2024. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT, but does not include construction management, bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.
- 3.5 As this Agreement utilizes ARPA funds, the VILLAGE is aware that time is of the essence in notifications as to whether the VILLAGE will proceed with this project to substantial completion not later than October 31, 2024. If the VILLAGE fails to communicate that the VILLAGE is not proceeding with this project or if the VILLAGE fails to substantially complete this project by October 31, 2024, the COUNTY may recoup any expended funds and withhold any unexpended funds to be used for other permissible purposes in advance of the December 31, 2026 federal recapture deadline.

#### **4.0 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 one hundred ninety-nine thousand, four hundred and eighty dollars (\$199,480) or 50% of the PROJECT costs, whichever is least. The invoice shall show the quantities, cost per item, date of work incurred, proof of payment (copy of check), final waivers from the primary contractor, and a brief summary of work completed on the PROJECT.
- 4.9 The VILLAGE shall make direct payments, or cause to have payments made, 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 upon reasonable request by 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.). The COUNTY shall provide the VILLAGE reasonable advanced notice of when the COUNTY requires such access.
- 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 or cause to have strictly enforced 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 a municipality 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 under the COUNTY'S ARPA funding.

- 4.12 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage (if applicable) and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

**5.0 COUNTY'S RESPONSIBILITIES.**

- 5.1 The COUNTY shall reserve the right to review the PROJECT plans and specifications, prior to the VILLAGE's advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S ARPA Grant. The COUNTY shall promptly provide the VILLAGE with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.
- 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 maximum amount of \$199,480, or 50% of the PROJECT cost whichever is least, 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 one hundred ninety-nine thousand, four hundred and eighty dollars (\$199,480).
- 5.2.3 In the event PROJECT costs total less than three hundred ninety-eight thousand, nine hundred and sixty dollars (\$398,960), the COUNTY'S total reimbursement amount shall be not more than fifty percent (50%) of the actual total PROJECT costs, or \$199,480 whichever is least. 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 December 30, 2024, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
- 5.2.5 The COUNTY shall not reimburse for any work completed before entering into the IGA, nor shall pay for any work completed after October 31, 2024.
- 5.2.6 The COUNTY shall not reimburse for any work completed for invoices received after December 30, 2024.

- 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.
- 5.4 The COUNTY does not, and shall not warrant, and makes no representations that the project meets all the qualifications and requirements for the expenditure of ARPA funds.

**6.0 GOVERNMENT REGULATIONS.**

- 6.1 The VILLAGE shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.
- 6.2 The VILLAGE understands and agrees that ARPA funds are subject to audit and potential recoupment by the Federal Government of the United States of America. The VILLAGE agrees to assist the COUNTY in responding to any audits of the ARPA funds used for 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 reasonable 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 specifically 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 reasonable 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 use of ARPA funds for this project, including, but not limited to audits, recoupment of the ARPA funds used for this project, or fines and penalties assessed related to using ARPA funds for this project.
- 7.3 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.

- 7.4 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 paragraphs 7.1, 7.2 or 7.3 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 December 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 December 30, 2024.

## **10.0 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 the 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.

**12.0 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.**

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

George Peluso  
 Director of Public Services  
 Village of Hinsdale  
 19 E. Chicago Avenue  
 HINSDALE, IL 60521

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

Sarah Hunn  
 Director  
 DuPage County  
 Stormwater Management  
 421 N. 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.

**15.0 NO WAIVER OF TORT IMMUNITIES**

15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

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

COUNTY OF DUPAGE

VILLAGE OF HINSDALE

\_\_\_\_\_  
Deborah A. Conroy, Chair  
DuPage County Board

\_\_\_\_\_  
Thomas Cauley, Jr.  
Village President

ATTEST:

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek,  
County Clerk

\_\_\_\_\_  
Emily Tompkins  
Village Clerk



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0059-23

Agenda Date: 7/11/2023

Agenda #: 9.F

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND HEY AND ASSOCIATES, INC.  
FOR ON-CALL DESIGN ENGINEERING

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to develop watershed plans, undertake measures to control and protect against flooding, manage stormwater and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

WHEREAS, pursuant to said authority, the COUNTY periodically undertakes streambank stabilization projects and associated drainage and flood control activities; and

WHEREAS, the COUNTY requires various professional services (surveying, wetland analysis, flood plain modeling, drainage analysis and evaluation, engineering plans and specifications, etc.), on an on-call basis, as necessary for its streambank stabilization projects and investigations, and

WHEREAS, the CONSULTANT has experience and expertise providing each of the 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 eighty-five thousand dollars and no cents (\$85,000.00).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Hey and Associates, Inc., 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 AGREEMENT, by and through the Stormwater Management Department, to Hey and Associates, Inc., 26575 W. Commerce Drive, Suite 601, Volo, Illinois 60073; and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 18<sup>th</sup> day of July, 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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-2215	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$85,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 07/11/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$170,000.00
	CURRENT TERM TOTAL COST: \$85,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Hey & Associates, Inc	VENDOR #: 10705	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Jeff Wickenkamp	VENDOR CONTACT PHONE: 847-740-0888	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupageco.org
VENDOR CONTACT EMAIL: jwickenkamp@heyassoc.com	VENDOR WEBSITE: www.heyassoc.com	DEPT REQ #: 1600-2321	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). First renewal - Contract for on-call engineering and professional services for stream bank stabilization design (surveying, wetland analysis and permitting, foodplain modeling, engineering plans, and specifications) in the amount of \$85,000. This contract will create plans to be utilized for State and Federal funding opportunities as well as Department projects.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished DuPage County's Stormwater Management Department is responsible for assisting with the planning and design of local and regional stormwater projects. Some of these projects involve streambank stabilization. Additional assistance is needed to assist staff with the survey, design, hydraulic and hydrologic modeling, plan preparation and permitting for various streambank stabilization projects, to prepare for construction.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
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)	

<b>SECTION 3: DECISION MEMO</b>	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. This is a contract renewal. 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. Statements of Interest were received and reviewed. 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. Full Request for Qualifications were then required from four (4) firms. Staff again utilized an evaluation team to review the firms, taking into consideration the understanding of the project and key considerations, strategies to ensure timely completion of the project, experience with similar projects, and experience of key team members. Stormwater staff determined that Hey & Associates, Inc. is capable of providing the necessary services for this contract.
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 Hey & Associates, a full service engineering firm, for assistance in the design of streambank stabilization projects. 2) Hire additional in-house staff. 3) Take no action. This is not recommended, as minimal progress would be made to address streambank stabilization projects countywide.

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: Hey & Associates, Inc.	Vendor#: 10705	Dept: Stormwater Management	Division:
Attn: Jeff Wickenkamp	Email: jwickenkamp@heyassoc.com	Attn: Jamie Lock	Email: jamie.lock@dupageco.org
Address: 26575 W. Commerce Drive, Suite 601	City: Volo	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60073	State: IL	Zip: 60187
Phone: 847-740-0888	Fax: 847-740-2888	Phone: 630-407-6705	Fax: 630-407-6701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Hey & Associates, Inc.	Vendor#: 10705	Dept: Stormwater Management	Division:
Attn: Jeff Wickenkamp	Email: jwickenkamp@heyassoc.com	Attn: Jamie Lock	Email: jamie.lock@dupageco.org
Address: 26575 W. Commerce Drive, Suite 601	City: Volo	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60073	State: IL	Zip: 60187
Phone: 847-740-0888	Fax: 847-740-2888	Phone: 630-407-6705	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 11, 2023	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Alicia Favela Perez			

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Professional engineering services for streambank stabilization projects	FY23	1600	3000	53010		35,000.00	35,000.00
2	1	EA			FY24	1600	3000	53010		50,000.00	50,000.00
										Requisition Total	\$ 85,000.00

**FY is required, assure the correct FY is selected.**

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

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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND HEY & ASSOCIATES, INC.  
FOR ON CALL DESIGN ENGINEERING

This Professional Service Agreement (“AGREEMENT”), is made this 18<sup>th</sup> day of July, 2023 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois ( “COUNTY”) and Hey & Associates, Inc. of Illinois, an Illinois corporation licensed to do business in the State of Illinois, with offices at 26575 W. Commerce Drive, Suite 601, Volo, Illinois 60073; (“CONSULTANT”). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

R E C I T A L S

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to develop watershed plans, undertake measures to control and protect against flooding, manage stormwater and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

WHEREAS, pursuant to said authority, the COUNTY periodically undertakes streambank stabilization projects and associated drainage and flood control activities; and

WHEREAS, the COUNTY requires various professional services (surveying, wetland analysis, flood plain modeling, drainage analysis and evaluation, engineering plans and specifications, etc.), on an on-call basis, as necessary for its streambank stabilization projects and investigations, and

WHEREAS, the CONSULTANT has experience and expertise providing each of the 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 eighty-five thousand dollars and no cents (\$85,000.00).

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

**1.0 INCORPORATION AND CONSTRUCTION.**

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

- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and a part thereof.

## **2.0 SCOPE OF SERVICES.**

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit A, attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 7.2, below, unless otherwise modified.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.3 The relationship of CONSULTANT to COUNTY is that of an 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.
- 2.4 Any work, assignments or services to be performed by professionals under this AGREEMENT shall be performed and, or, supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

## **3.0 NOTICE TO PROCEED.**

- 3.1 Authorization to proceed with tasks described in Exhibit A shall be given on behalf of the COUNTY by the Director of the Stormwater Management Department ("Director"), or his/her designee, in the form of a written

notice to proceed following execution of the AGREEMENT by the appropriate County official.

- 3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

#### **4.0 TECHNICAL SUBCONSULTANTS AND VENDORS.**

- 4.1 The prior written approval of the COUNTY, through the person designated in Paragraph 3.1 above, shall be required before CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or work included within the Scope of Work. COUNTY approval of sub-consultant(s) includes approval of any new employee rates (Exhibit C) and/or fee schedule as referenced in this AGREEMENT.
- 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 the vendors' work was performed by the CONSULTANT under this AGREEMENT.
- 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 7.9 and 24.4 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in COUNTY-ordered tasks or work. The CONSULTANT shall further require every sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant to indemnify, and hold harmless the COUNTY (and the COUNTY'S officials, officers, employees, and agents) to the same extent the CONSULTANT is required to do so pursuant to Section 9.0 of this AGREEMENT.



## **5.0 TIME FOR PERFORMANCE**

- 5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in the Scope of Work, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2022, 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 of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

## **7.0 COMPENSATION.**

- 7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall only pay the CONSULTANT for “on-call” services when such services have been ordered by the COUNTY in writing. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed eighty-five thousand dollars and no cents (\$85,000.00). 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. The CONSULTANT may charge the COUNTY for direct expenses incurred during such work.

- 7.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the 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.
- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit A. For direct expenses, including supplies, materials, photocopying, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.
  - 7.4.a For all direct expenses costing more than \$25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant's vendors indicating the price(s) paid by Consultant for such expensed materials and/or items.
  - 7.4.b CONSULTANT shall not include computer and vehicle charges (including mileage) as direct expenses.
- 7.5 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. When requested by the COUNTY as a condition of Federal or State assistance and, or, reimbursement, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced work. The CONSULTANT

shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

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

no additional notice is required. The CONSULTANT shall notify each of its vendors of the revised rates of wages.

## 8.0 CONSULTANT'S INSURANCE

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

- 8.1.a **Worker's Compensation Insurance** in the statutory amounts.
- 8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.
- 8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o Director, Stormwater Management Department, 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 Director, Stormwater Management Department, 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 sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

- 8.4 The CONSULTANT shall require that all approved sub-consultants performing work under this AGREEMENT, including anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT, to maintain the same insurance required of the CONSULTANT, and, further, which names the COUNTY as an additional insured on a primary and non-contributory basis in the same coverage types and same coverage amounts as the CONSULTANT is required to maintain per Section 8.0. The CONSULTANT shall keep on file evidence of its vendors' insurance coverage at all times and shall produce same to the COUNTY upon demand.
- 8.5 CONSULTANT'S insurance required by Paragraphs 8.1.c and d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: "The County of DuPage, its officers and employees are named as additional insureds as defined in the [Commercial (Comprehensive) General Liability Insurance policy and/or Commercial (Comprehensive) Automobile Liability Insurance policy, as applicable] with respect to claims arising from CONSULTANT'S performance under this AGREEMENT."

## **9.0 INDEMNIFICATION**

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

CONSULTANT'S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.

- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1, et seq.) or otherwise available to it, or the CONSULTANT, under the law.

## **10.0 SATISFACTORY PERFORMANCE**

- 10.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S, and subconsultant(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 firms practicing in DuPage County, Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services, and its vendors', shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' 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 AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful misconduct by the CONSULTANT or its sub-consultant(s).

## **11.0 BREACH OF CONTRACT**

- 11.1 In the event of any breach of contract, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach. The breaching party shall be allowed a reasonable opportunity to cure the breach. A Party's failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the

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

## **12.0 OWNERSHIP OF DOCUMENTS.**

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

## **13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.**

- 13.1 The CONSULTANT, and 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, sexual orientation, age, handicap, or national



origin, or otherwise commit an unfair employment practice. CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, et seq., and with all rules and regulations established by the Department of Human Rights.

- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3); and further certifies that it has not been barred from public contracting under any Federal statute or regulation. The CONSULTANT agrees that it shall not use any vendor that has been barred from being awarded a public contract, or subcontract, under Illinois or Federal law to perform work under this AGREEMENT.
- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

#### **14.0 MODIFICATION OR AMENDMENT.**

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

## **15.0 TERM OF THIS AGREEMENT.**

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- (a) The early termination of this AGREEMENT in accordance with the terms of Section 16.0, or
  - (b) The expiration of this AGREEMENT on November 30, 2024, or to a new date agreed upon by the parties.
  - (c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2024.
  - (d) The COUNTY and CONSULTANT reserve the right to renew this contract for up to one year, with expressed written agreement between both parties. If both parties elect to renew, this Agreement shall be extended through November 30, 2025.
- 15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT, or during a provisional extension period. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT'S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to the AGREEMENT'S termination, or expiration, and delivered in accord with Paragraph 6.1, above.
- 15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 14.1, above.

## **16.0 TERMINATION**

- 16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0,

above, in which case termination shall be effective immediately upon receipt of notice from the COUNTY, at the COUNTY'S election.

- 16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, excepting surviving insurance and indemnification obligations, but the parties shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
- 16.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

**17.0 ENTIRE AGREEMENT.**

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

**18.0 ASSIGNMENT.**

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

**19.0 SEVERABILITY.**

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

**20.0 GOVERNING LAW.**

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

**21.0 NOTICES.**

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

Hey & Associates, Inc.  
26575 W. Commerce Drive, Suite 601  
Volo, IL 60073  
ATTN: Jeff Wickenkamp

DuPage County Department of Stormwater Management  
421 N. County Farm Road  
Wheaton, Illinois 60187  
ATTN: Sarah Hunn

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

- 21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (b) served

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

## **22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.**

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

## **23.0 FORCE MAJEURE.**

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

## **24.0 QUALIFICATIONS**

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

24.2 Reserved.

24.3 Failure of the CONSULTANT to use qualified personnel to perform technical or professional service for any task, assignment or project related to this AGREEMENT shall be sufficient cause for the COUNTY to deny

payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.

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

## **25.0 ACCESS TO PROPERTY.**

- 25.1 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 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 to property 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 CONSULTANT'S request, proof of COUNTY'S permission, or legal authority, to enter onto the property of a third party.
- 25.2 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 the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

## **26.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES.**

- 26.1 All non-hazardous samples and by-products from sampling processes in connection with the services provided under this AGREEMENT shall be disposed of by CONSULTANT in accordance with applicable law; provided, however, that any and all such materials, including wastes, that cannot be introduced back into the environment under existing law without additional treatment, and all hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the Services, shall be packaged in accordance with the applicable law by CONSULTANT and turned over to COUNTY for appropriate disposal. CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. CONSULTANT, at COUNTY'S request, may assist COUNTY in identifying appropriate alternatives for

off-site treatment, storage or disposal of the Hazardous Substances, but CONSULTANT shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. COUNTY shall sign all necessary manifests for the disposal of Hazardous Substances. If COUNTY requires: (1) CONSULTANT'S agents or employees to sign such manifests; or (2) CONSULTANT to hire, for COUNTY, the Hazardous Substances transportation, treatment, or disposal contractor, then for these two purposes, CONSULTANT shall be considered to act as COUNTY'S agent so that CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

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

COUNTY OF DUPAGE

HEY & ASSOCIATES, INC.

BY: \_\_\_\_\_  
DEBORAH A CONROY

BY: \_\_\_\_\_  
JEFF WICKENKAMP

ATTEST:

ATTEST:

BY: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK

BY: \_\_\_\_\_  
NAME:  
TITLE:

## EXHIBIT A

### SCOPE OF WORK

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

**1. Final Surveying** - Conduct field survey as needed for the preparation of final design plans, specifications, contract documents, and plats of survey for the recommended improvements. Determine the locations and elevations of utilities, physical structures, pavements and other pertinent items (to be placed on final engineering plans). The County will provide digital two-foot topographic maps. A minimum of two permanent benchmarks are to be established within the project site for future use. Descriptions of the permanent benchmarks shall be included on the final plan set. All benchmarks shall be tied into the DuPage County system of benchmarks.

**2. Final Stormwater Modeling** - Develop final hydrologic/hydraulic computer model as necessary for final permitting requirements. Simulations shall be run for both existing and proposed 'final design' conditions. The modeling method to be utilized shall be approved by DuPage County staff prior to commencement of work. If necessary, for the evaluation of the final design, a downstream hydraulic analysis will be required to evaluate potential impacts to downstream properties.

**3. Wetland Report & Analysis** – Develop wetland report detailing potential wetland impacts and required wetland avoidance arguments per the requirements set forth by the County of DuPage and the Corp of Engineers. If project is located in close vicinity to regulatory wetlands, all required wetland field work will be included in the project scope. Only wetland firms previously approved by the County of DuPage will be allowed to serve as subconsultants on project design.

**4. Final Permitting** - Prepare and submit the necessary plans and permit applications to the appropriate agencies. These may include but not be limited to the following: The US Army Corps of Engineers, DuPage County Stormwater Management, DuPage County DOT, DuPage County Forest Preserve District, The Illinois Department of Conservation, The Illinois EPA, Illinois Department of Natural Resources, IDOT–Bureau of Roads, IDOT-Bureau of Hydraulics, and the Federal Emergency Management Agency. The Consultant shall be required to obtain all permits necessary for the construction of the final project design, unless explicitly directed otherwise in writing by the County.

**5. Final Engineering Plans, Construction Specifications, and Contract Documents -**

Final Engineering Plans and Construction Specifications:

Resolve design issues and prepare final construction level engineering drawings and construction specifications for the bidding and construction of the proposed improvements. The engineering plans shall generally consist of plan and profile



view drawings of the proposed improvements to a scale agreed upon with County staff, a project location map, general construction notes, a traffic control plan, an erosion control plan, a legend describing the symbols used, a summary of quantities, detailed drawings of proposed work items and methods, and cross sections at appropriate locations. For each item of the proposed improvements, the Consultant shall be required to prepare detailed construction specifications describing the work to be done to complete the item, material requirements, construction requirements, testing requirements, method of measurement, and basis for payment. Final engineering plans and specifications shall be signed and sealed by a registered Professional Engineer licensed to do business in the State of Illinois.

**Contract Documents:**

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

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

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

**EXHIBIT B**  
**DELIVERABLES**

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

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

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

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

## EXHIBIT C

### 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 & Hourly Rates, as applicable.

Staff Category	Hourly Billing Rate
Sr. Principal Engineer	\$ 200 - \$ 230
Sr. Principal Ecologist	\$ 190 - \$ 220
Principal Engineer	\$ 170 - \$ 210
Senior Civil Engineer	\$ 140 - \$ 190
Engineer V	\$ 120 - \$ 160
Engineer IV	\$ 100 - \$ 130
Engineer III	\$ 90 - \$ 120
Engineer II	\$ 80 - \$ 115
Engineer I	\$ 70 - \$ 100
Water Resources Specialist II	\$ 80 - \$ 110
Water Resources Specialist I	\$ 70 - \$ 100
Engineering Tech II	\$ 100 - \$ 130
Engineering Tech I	\$ 60 - \$ 100
Environmental Services Manager	\$ 130 - \$ 160
Senior Project Scientist	\$ 140 - \$ 170
Environmental Scientist V	\$ 100 - \$ 130
Environmental Scientist IV	\$ 75 - \$ 120
Environmental Scientist III	\$ 70 - \$ 115
Environmental Scientist II	\$ 55 - \$ 90
Environmental Scientist I	\$ 45 - \$ 80
Lake Services Manager	\$ 80 - \$ 130
Lake Services Technician	\$ 60 - \$ 100
Senior Landscape Architect	\$ 150 - \$ 190
Landscape Architect V	\$ 120 - \$ 150
Landscape Architect IV	\$ 100 - \$ 130
Landscape Architect III	\$ 90 - \$ 120
Landscape Architect II	\$ 80 - \$ 110
Landscape Architect I	\$ 70 - \$ 100
Landscape Designer I-III	\$ 60 - \$ 120
Subsurface Drainage Services Manager	\$ 70 - \$ 130
Subsurface Drainage Technician	\$ 60 - \$ 100
Senior Erosion and Sediment Control Specialist	\$ 150 - \$ 170
Erosion and Sediment Control Specialist	\$ 80 - \$ 140
Office Manager	\$ 100 - \$ 140
Administrative Assistant/Accounting Administrator	\$ 55 - \$ 90

Direct costs will be billed at their actual rate incurred.



# 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: Jun 12, 2023

Bid/Contract/PO #: \_\_\_\_\_

Company Name: Hey and Associates, Inc.	Company Contact: Jeffrey A. Wickenkamp
Contact Phone: 847-740-0888	Contact Email: volo@heyassoc.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 Jeffrey A. Wickenkamp

Title President

Date Jun 12, 2023

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



## Stormwater Requisition \$30,000 and Over

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

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**File #:** SM-P-0060-23

**Agenda Date:** 7/11/2023

**Agenda #:** 9.G

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**AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND ENGINEERING RESOURCE ASSOCIATES, INC.  
FOR ON-CALL DESIGN ENGINEERING**

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to develop watershed plans, undertake measures to control and protect against flooding, manage stormwater and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

WHEREAS, pursuant to said authority, the COUNTY periodically undertakes stormwater management, drainage and flood control activities; and

WHEREAS, the COUNTY requires various professional services (surveying, wetland analysis, flood plain modeling, drainage analysis and evaluation, engineering plans and specifications, etc.), on an on-call basis, as necessary for its stormwater management and drainage investigations, and

WHEREAS, the CONSULTANT has experience and expertise providing each of the 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 two hundred thousand dollars and no cents (\$200,000.00), and

WHEREAS, the American Rescue Plan Act of 2021 (ARPA; P.L. 117-2) was signed into law on March 11, 2021 to provide COVID-19 relief and economic stimulus; and

WHEREAS, County of DuPage ("County") received \$179,266,585.00 (ONE HUNDRED SEVENTY-NINE MILLION, TWO HUNDRED SIXTY-SIX THOUSAND, FIVE HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS) from the American Rescue Plan Act ("ARPA").

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Engineering Resource Associates, Inc., 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 AGREEMENT, by and through the Stormwater Management Department, to Engineering Resource Associates, Inc., 3S701 West Avenue, Suite 150, Warrenville, IL 60555; and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 18<sup>th</sup> day of July, 2023 at Wheaton, Illinois.

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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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-2222	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$200,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 07/11/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$400,000.00
	CURRENT TERM TOTAL COST: \$200,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Engineering Resource Associates	VENDOR #: 10903	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Marty Michalisko	VENDOR CONTACT PHONE: 630-393-3060	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupageco.org
VENDOR CONTACT EMAIL: mmichalisko@eraconsultants.com	VENDOR WEBSITE: www.eraconsultants.com	DEPT REQ #: 1600-2322	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). First renewal - Contract for on-call engineering and professional services for various stormwater projects, to assist the department with surveying, wetland analysis and permitting, foodplain modeling, engineering plans, and specifications, in the amount of \$200,000. This contract will create plans to be utilized for State and Federal funding opportunities as well as Department projects, making sure they are shovel ready.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Under the Stormwater Management Department, DuPage County is responsible for DuPage County's Stormwater Management Department is responsible for assisting with the planning and design of local and regional stormwater projects. Additional assistance is needed to assist staff with the survey, design, hydraulic and hydrologic modeling, plan preparation and permitting for various regional stormwater and drainage projects.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
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)	

<b>SECTION 3: DECISION MEMO</b>	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. This is a contract renewal. 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. Statements of Interest were received from twelve (12) 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. Full Request for Qualifications were then required from four (4) firms. Staff again utilized an evaluation team to review the firms, taking into consideration the understanding of the project and other key considerations. Stormwater staff determined that Engineering Resource Associates is capable of providing the necessary services for this contract.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to Engineering Resource Associates, Inc., a full service engineering firm, for assistance in the design of stormwater and drainage projects to assist with the needs of the department. 2. Hire additional in-house staff to assist current staff. 3. Take no action. This is not recommended, as minimal to no progress would be made to address these important projects.

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: Engineering Resource Associates	Vendor#: 10903	Dept: Stormwater Management	Division:
Attn: Marty Michalisko	Email: mmichalisko@eraconsultants.com	Attn: Jamie Lock	Email: jamie.lock@dupageco.org
Address: 3s701 West Ave, Suite 150	City: Warrenville	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60555	State: IL	Zip: 60187
Phone: 630.393.3060	Fax: 630.393.2152	Phone: 630-407-6705	Fax: 630-407-6701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Engineering Resource Associates	Vendor#: 10903	Dept: Stormwater Management	Division:
Attn: Marty Michalisko	Email: mmichalisko@eraconsultants.com	Attn: Jamie Lock	Email: jamie.lock@dupageco.org
Address: 3s701 West Ave, Suite 150	City: Warrenville	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60555	State: IL	Zip: 60187
Phone: 630.393.3060	Fax: 630.393.2152	Phone: 630-407-6705	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 11, 2023	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Alicia Favela Perez			



**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Professional on-call engineering services for stormwater projects	FY23	1100	1215	53010	COVID-19_SWM	100,000.00	100,000.00
2	1	EA			FY24	1100	1215	53010	COVID-19_SWM	100,000.00	100,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 200,000.00

*Comments*

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

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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND ENGINEERING RESOURCE ASSOCIATES, INC.  
FOR ON-CALL DESIGN ENGINEERING

This Professional Service Agreement (“AGREEMENT”), is made this 18<sup>th</sup> day of July, 2023 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (“COUNTY”) and Engineering Resource Associates, Inc. of Illinois, an Illinois corporation licensed to do business in the State of Illinois, with offices at 3S701 West Avenue, Suite 150, Warrenville, IL 60555; (“CONSULTANT”). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

R E C I T A L S

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to develop watershed plans, undertake measures to control and protect against flooding, manage stormwater and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

WHEREAS, pursuant to said authority, the COUNTY periodically undertakes stormwater management, drainage and flood control activities; and

WHEREAS, the COUNTY requires various professional services (surveying, wetland analysis, flood plain modeling, drainage analysis and evaluation, engineering plans and specifications, etc.), on an on-call basis, as necessary for its stormwater management and drainage investigations, and

WHEREAS, the CONSULTANT has experience and expertise providing each of the 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 two hundred thousand dollars and no cents (\$200,000.00), and

WHEREAS, the American Rescue Plan Act of 2021 (ARPA; P.L. 117-2) was signed into law on March 11, 2021 to provide COVID-19 relief and economic stimulus; and

WHEREAS, County of DuPage (“County”) received \$179,266,585.00 (ONE HUNDRED SEVENTY-NINE MILLION, TWO HUNDRED SIXTY-SIX THOUSAND, FIVE HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS) from the American Rescue Plan Act (“ARPA”); 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 Paragraph 7.2, below, unless otherwise modified.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its vendors/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.

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

### **3.0 NOTICE TO PROCEED.**

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

### **4.0 TECHNICAL SUBCONSULTANTS AND VENDORS.**

- 4.1 The prior written approval of the COUNTY, through the person designated in Paragraph 3.1 above, shall be required before CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or work included within the Scope of Work. COUNTY approval of sub-consultant(s) includes approval of any new employee rates (Exhibit C) and/or fee schedule as referenced in this AGREEMENT.
- 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 the vendors' work was performed by the CONSULTANT under this AGREEMENT.

- 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 7.9 and 24.4 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in COUNTY-ordered tasks or work. The CONSULTANT shall further require every sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant to indemnify, and hold harmless the COUNTY (and the COUNTY'S officials, officers, employees, and agents) to the same extent the CONSULTANT is required to do so pursuant to Section 9.0 of this AGREEMENT.

## **5.0 TIME FOR PERFORMANCE**

- 5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in the Scope of Work, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2024, unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

## **6.0 DELIVERABLES.**

- 6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or within fourteen (14) days following a notice of termination, or when the Director directs, the deliverables specified in Exhibit "B" of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

## **7.0 COMPENSATION.**

- 7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall only pay the CONSULTANT for “on-call” services when such services have been ordered by the COUNTY in writing. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed two hundred thousand dollars and no cents (\$200,000.00). 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. The CONSULTANT may charge the COUNTY for direct expenses incurred during such work.
- 7.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the 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.
- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit A. For direct expenses, including supplies, materials, photocopying, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.
- 7.4.a For all direct expenses costing more than \$25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant’s vendors indicating the price(s) paid by Consultant for such expensed materials and/or items.

- 7.4.b CONSULTANT shall not include computer and vehicle charges (including mileage) as direct expenses.
- 7.5 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. When requested by the COUNTY as a condition of Federal or State assistance and, or, reimbursement, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced work. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.
- 7.6 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure CONSULTANT's full performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.
- 7.7 Following the CONSULTANT's satisfactory completion of all work specified in Exhibit A, and upon receipt, review and acceptance of all deliverables specified in Exhibit B, the COUNTY shall make its final payment to the CONSULTANT, including payment of any retainage held back pursuant to Paragraph 7.6 above.
- 7.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.
- 7.9 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate

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

## 8.0 CONSULTANT'S INSURANCE

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

- 8.1.a **Worker's Compensation Insurance** in the statutory amounts.
- 8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.
- 8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o Director, Stormwater Management Department, 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 Director, Stormwater Management Department, 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 sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the “Who is Insured” pages of the excess/umbrella policy wording such as “Any other person or organization you have agreed in a written contract to provide additional insurance” or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

- 8.4 The CONSULTANT shall require that all approved sub-consultants performing work under this AGREEMENT, including anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT, to maintain the same insurance required of the CONSULTANT, and, further, which names the COUNTY as an additional insured on a primary and non-contributory basis in the same coverage types and same coverage amounts as the CONSULTANT is required to maintain per Section 8.0. The CONSULTANT shall keep on file evidence of its vendors’ insurance coverage at all times and shall produce same to the COUNTY upon demand.
- 8.5 CONSULTANT’S insurance required by Paragraphs 8.1.c and d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: “The County of DuPage, its officers and employees are named as additional insureds as defined in the [Commercial (Comprehensive) General Liability Insurance policy and/or Commercial (Comprehensive) Automobile Liability Insurance policy, as applicable] with respect to claims arising from CONSULTANT’S performance under this AGREEMENT.”

## **9.0 INDEMNIFICATION**

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or directly connected with, the CONSULTANT’S, or its vendor’s, negligent or willful misconduct, errors or omissions in its, or their, performance under this AGREEMENT.

- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, must be the State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT'S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT
- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1, et seq.) or otherwise available to it, or the CONSULTANT, under the law.

## **10.0 SATISFACTORY PERFORMANCE**

- 10.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S, and subconsultant(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 firms practicing in DuPage County, Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services, and its vendors', shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' 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 AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful misconduct by the CONSULTANT or its sub-consultant(s).

## **11.0 BREACH OF CONTRACT**

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

described in Paragraph 16.1, below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. A breach of any covenant or term of this AGREEMENT by one of the CONSULTANT'S vendors shall be deemed a breach by the CONSULTANT.

## **12.0 OWNERSHIP OF DOCUMENTS.**

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

## **13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.**

- 13.1 The CONSULTANT, and 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, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, et seq., and with all rules and regulations established by the Department of Human Rights.

- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3); and further certifies that it has not been barred from public contracting under any Federal statute or regulation. The CONSULTANT agrees that it shall not use any vendor that has been barred from being awarded a public contract, or subcontract, under Illinois or Federal law to perform work under this AGREEMENT.
- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

#### **14.0 MODIFICATION OR AMENDMENT.**

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

#### **15.0 TERM OF THIS AGREEMENT.**

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

- (a) The early termination of this AGREEMENT in accordance with the terms of Section 16.0, or
  - (b) The expiration of this AGREEMENT on November 30, 2024, or to a new date agreed upon by the parties.
  - (c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2024.
  - (d) The COUNTY and CONSULTANT have reserved the right to renew this contract. This is the final renewal for the contract.
- 15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT, or during a provisional extension period. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT'S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to the AGREEMENT'S termination, or expiration, and delivered in accord with Paragraph 6.1, above.
- 15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 14.1, above.

## **16.0 TERMINATION**

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

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

**17.0 ENTIRE AGREEMENT.**

17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

17.4 In event of a conflict between the terms or conditions 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, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

## **21.0 NOTICES.**

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

Engineering Resource Associates, Inc.  
3S701 West Avenue, Suite 150  
Warrenville, IL 60555  
ATTN: Marty J. Michalisko

DuPage County Department of Stormwater Management  
421 N. County Farm Road  
Wheaton, Illinois 60187  
ATTN: Sarah Hunn

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

- 21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (b) served by facsimile transmission during regular business hours (8:00 a.m.-4:30

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

## **22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.**

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

## **23.0 FORCE MAJEURE.**

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

## **24.0 QUALIFICATIONS**

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

24.2 Reserved.

24.3 Failure of the CONSULTANT to use qualified personnel to perform technical or professional service for any task, assignment or project related to this AGREEMENT shall be sufficient cause for the COUNTY to deny

payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.

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

## **25.0 ACCESS TO PROPERTY.**

- 25.1 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 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 to property 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 CONSULTANT'S request, proof of COUNTY'S permission, or legal authority, to enter onto the property of a third party.
- 25.2 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 the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

## **26.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES.**

- 26.1 All non-hazardous samples and by-products from sampling processes in connection with the services provided under this AGREEMENT shall be disposed of by CONSULTANT in accordance with applicable law; provided, however, that any and all such materials, including wastes, that cannot be introduced back into the environment under existing law without additional treatment, and all hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the Services, shall be packaged in accordance with the applicable law by CONSULTANT and turned over to COUNTY for appropriate disposal. CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. CONSULTANT, at COUNTY'S request, may assist COUNTY in identifying appropriate alternatives for

off-site treatment, storage or disposal of the Hazardous Substances, but CONSULTANT shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. COUNTY shall sign all necessary manifests for the disposal of Hazardous Substances. If COUNTY requires: (1) CONSULTANT'S agents or employees to sign such manifests; or (2) CONSULTANT to hire, for COUNTY, the Hazardous Substances transportation, treatment, or disposal contractor, then for these two purposes, CONSULTANT shall be considered to act as COUNTY'S agent so that CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

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

COUNTY OF DUPAGE

ENGINEERING RESOURCE  
ASSOCIATES, INC.

BY: \_\_\_\_\_  
DEBORAH A. CONROY

BY: \_\_\_\_\_  
MARTY J. MICHALISKO

ATTEST:

ATTEST:

BY: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK

BY: \_\_\_\_\_  
NAME:  
TITLE:

## EXHIBIT A

### SCOPE OF WORK

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

**1. Final Surveying** - Conduct field survey as needed for the preparation of final design plans, specifications, contract documents, and plats of survey for the recommended improvements. Determine the locations and elevations of utilities, physical structures, pavements and other pertinent items (to be placed on final engineering plans). The County will provide digital two-foot topographic maps. A minimum of two permanent benchmarks are to be established within the project site for future use. Descriptions of the permanent benchmarks shall be included on the final plan set. All benchmarks shall be tied into the DuPage County system of benchmarks.

**2. Final Stormwater Modeling** - Develop final hydrologic/hydraulic computer model as necessary for final permitting requirements. Simulations shall be run for both existing and proposed 'final design' conditions. The modeling method to be utilized shall be approved by DuPage County staff prior to commencement of work. If necessary, for the evaluation of the final design, a downstream hydraulic analysis will be required to evaluate potential impacts to downstream properties.

**3. Wetland Report & Analysis** – Develop wetland report detailing potential wetland impacts and required wetland avoidance arguments per the requirements set forth by the County of DuPage and the Corp of Engineers. If project is located in close vicinity to regulatory wetlands, all required wetland field work will be included in the project scope. Only wetland firms previously approved by the County of DuPage will be allowed to serve as subconsultants on project design.

**4. Final Permitting** - Prepare and submit the necessary plans and permit applications to the appropriate agencies. These may include but not be limited to the following: The US Army Corps of Engineers, DuPage County Stormwater Management, DuPage County DOT, DuPage County Forest Preserve District, The Illinois Department of Conservation, The Illinois EPA, Illinois Department of Natural Resources, IDOT–Bureau of Roads, IDOT-Bureau of Hydraulics, and the Federal Emergency Management Agency. The Consultant shall be required to obtain all permits necessary for the construction of the final project design, unless explicitly directed otherwise in writing by the County.

**5. Final Engineering Plans, Construction Specifications, and Contract Documents -**

Final Engineering Plans and Construction Specifications:

Resolve design issues and prepare final construction level engineering drawings and construction specifications for the bidding and construction of the proposed improvements. The engineering plans shall generally consist of plan and profile

view drawings of the proposed improvements to a scale agreed upon with County staff, a project location map, general construction notes, a traffic control plan, an erosion control plan, a legend describing the symbols used, a summary of quantities, detailed drawings of proposed work items and methods, and cross sections at appropriate locations. For each item of the proposed improvements, the Consultant shall be required to prepare detailed construction specifications describing the work to be done to complete the item, material requirements, construction requirements, testing requirements, method of measurement, and basis for payment. Final engineering plans and specifications shall be signed and sealed by a registered Professional Engineer licensed to do business in the State of Illinois.

**Contract Documents:**

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

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

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

**EXHIBIT B**  
**DELIVERABLES**

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

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

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

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

## EXHIBIT C

### 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 & Hourly Rates, as applicable.

#### ENGINEERING RESOURCE ASSOCIATES

Staff Category	Hourly Billing Rate	
	Min	Max
Professional Engineer VI	\$220	\$230
Professional Engineer V	\$195	\$220
Professional Engineer IV	\$180	\$195
Professional Engineer III	\$140	\$180
Professional Engineer II	\$120	\$140
Professional Engineer I	\$100	\$120
Structural Engineer IV	\$200	\$215
Structural Engineer III	\$170	\$200
Staff Engineer III	\$115	\$140
Staff Engineer II	\$105	\$115
Staff Engineer I	\$80	\$105
Engineering Technician VI	\$145	\$160
Engineering Technician V	\$130	\$145
Engineering Technician IV	\$105	\$130
Engineering Technician III	\$95	\$105
Engineering Technician II	\$75	\$95
Engineering Technician I	\$55	\$75
Engineering Intern III	\$75	\$85
Engineering Intern II	\$55	\$75
Engineering Intern I	\$40	\$55
Ecological Services Director	\$160	\$180
Environmental Specialist IV	\$160	\$180
Environmental Specialist III	\$120	\$160
Environmental Specialist II	\$105	\$120
Environmental Specialist I	\$85	\$105
Professional Surveyor II	\$170	\$190
Professional Surveyor I	\$150	\$170
Surveyor IV	\$120	\$140
Surveyor III	\$100	\$120
Surveyor II	\$80	\$100
Surveyor I	\$60	\$80
Administrative Director	\$160	\$180
Administrative Staff IV	\$110	\$140
Administrative Staff III	\$80	\$110
Administrative Staff II	\$70	\$80
Administrative Staff I	\$50	\$70

Direct Costs will be billed at their actual rate incurred.

\*Rates are shown are using a 2.8 multiplier



RUBINO ENGINEERING, INC.

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Material Tester 1 & 2	37.00	50.00	New Contract
Project Manager / Engineer	40.00	70.00	New Contract
Staff Engineer / Geologist / Soil Scientist	30.00	55.00	New Contract
Laboratory Staff	16.00	50.00	New Contract
Principal	70.00	78.00	New Contract
Driller	50.00	65.00	New Contract
Administrative	20.00	35.00	New Contract



# 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: Jun 14, 2023

Bid/Contract/PO #: W22044.00

Company Name: Engineering Resource Associates, Inc.	Company Contact: Jon Green
Contact Phone: 630.393.3060	Contact Email: jgreen@eraconsultants.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
See attached				

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
Marty Michalisko	630.393.3060	mmichalisko@eraconsultants.com

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

Jon Green

Title

President

Date

Jun 14, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 2 (total number of pages)



### Required Vendor Ethics Disclosure Statement (continued)

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
Citizens to Elect Jim Zay	Engineering Resource Associates	Check	\$500.00	09/01/22

Signature 

Date 06/14/23



# 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: 06/26/23

Bid/Contract/PO #: \_\_\_\_\_

Company Name: <b>Rubino Engineering, Inc.</b>	Company Contact: <b>Michelle Lipinski P.E.</b>
Contact Phone: <b>(847) 931-1555</b>	Contact Email: <b>michelle.lipinski@rubinoeng.com</b>

### 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

Michelle Lipinski

Title

President

Date

June 26, 2023

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



## Stormwater Requisition \$30,000 and Over

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

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**File #:** SM-P-0061-23

**Agenda Date:** 7/11/2023

**Agenda #:** 9.H

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AWARDING RESOLUTION ISSUED TO  
EARTHWERKS LAND IMPROVEMENT AND DEVELOPMENT CORPORATION, INC.  
CONTRACT AMOUNT (\$2,699,424.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Stormwater Management Committee recommends County Board approval for the issuance of a contract for the Country Club Highlands Phase II Drainage Improvements project.

NOW, THEREFORE, BE IT RESOLVED that County Contract, covering said, for the Country Club Highlands Phase II Drainage Improvements project, 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 \$2,699,424.00 per lowest responsible Bid #23-083-SWM.

Enacted and approved this 18<sup>th</sup> day of July, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist

Procurement Services Division

This form must accompany all Purchase Order Requisitions

**SECTION 1: DESCRIPTION**

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-2240	RFP, BID, QUOTE OR RENEWAL #: 23-083-SWM	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$2,699,424.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 07/11/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$2,699,424.00
	CURRENT TERM TOTAL COST: \$2,699,424.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
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 #: 1600-2323	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). \$2,699,424.00 Country Club Highlands Phase II Drainage Improvement Project, Elmhurst IL. Improvements include but are not limited to: storm sewer removal and replacement, new storm sewer installation, paving and restoration. This project is being funded by American Rescue Plan Act (ARPA) funds received by the Department.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Bid # 23-083-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. <b>LOWEST RESPONSIBLE QUOTE/BID (QUOTE &lt; \$25,000, BID ≥ \$25,000; ATTACH TABULATION)</b>
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

**SECTION 3: DECISION MEMO**

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

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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 & Development Corporation	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: Earthwerks Land Improvement & Development Corporation	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:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 18, 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		Country Club Highlands Ph II Drainage Improvement Project, bid 23-003-SWM	FY23	1100	1215	54060	SW008	500,000.00	500,000.00
2	1	EA			FY24	1100	1215	54060	SW008	2,000,000.00	2,000,000.00
3	1	EA			FY25	1100	1215	54060	SW008	199,424.00	199,424.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 2,699,424.00

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

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







NO	ITEM	UOM	QTY	EARTHWORKS LAND IMPROVEMENT & DEVELOPMENT CORP.		BOLDER CONTRACTORS, INC.		COPENHAVER CONSTRUCTION, INC.		FOX EXCAVATING INC.		A LAMP CONCRETE CONTRACTORS, INC.		H. LINDEN & SONS SEWER AND WATER, INC.		MARTAM CONSTRUCTION, INC.	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
47	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	SQ YD	175	\$ 42.00	\$ 7,350.00	\$ 40.00	\$ 7,000.00	\$ 53.00	\$ 9,275.00	\$ 50.00	\$ 8,750.00	\$ 29.50	\$ 5,162.50	\$ 55.00	\$ 9,625.00	\$ 118.00	\$ 20,650.00
48	SANITARY MANHOLES TO BE REMOVED	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 300.00	\$ 600.00	\$ 1,000.00	\$ 2,000.00	\$ 1,500.00	\$ 3,000.00	\$ 500.00	\$ 1,000.00	\$ 2,000.00	\$ 4,000.00	\$ 500.00	\$ 1,000.00
49	STORM SEWERS, CLASS B, TYPE 2 6"	FT	8	\$ 50.00	\$ 400.00	\$ 200.00	\$ 1,600.00	\$ 100.00	\$ 800.00	\$ 100.00	\$ 800.00	\$ 185.00	\$ 1,480.00	\$ 88.00	\$ 704.00	\$ 166.00	\$ 1,328.00
50	NATIVE TREE, 3" CALIPER	EA	16	\$ 900.00	\$ 14,400.00	\$ 900.00	\$ 14,400.00	\$ 850.00	\$ 13,600.00	\$ 1,500.00	\$ 24,000.00	\$ 825.00	\$ 13,200.00	\$ 1,000.00	\$ 16,000.00	\$ 840.00	\$ 13,440.00
51	ROLLED EROSION BARRIER	FT	1,500	\$ 10.00	\$ 15,000.00	\$ 1.00	\$ 1,500.00	\$ 3.00	\$ 4,500.00	\$ 15.00	\$ 22,500.00	\$ 1.00	\$ 1,500.00	\$ 8.00	\$ 12,000.00	\$ 6.00	\$ 9,000.00
52	SANITARY SEWER PIPE SDR26 8"	FT	669	\$ 60.00	\$ 40,140.00	\$ 60.00	\$ 40,140.00	\$ 100.00	\$ 66,900.00	\$ 95.00	\$ 63,555.00	\$ 196.00	\$ 131,124.00	\$ 159.00	\$ 106,371.00	\$ 258.00	\$ 172,602.00
53	TYPE G4 STRUCTURE W/ TYPE 11 FRAME AND GRATE	EA	1	\$ 22,000.00	\$ 22,000.00	\$ 15,000.00	\$ 15,000.00	\$ 26,000.00	\$ 26,000.00	\$ 20,000.00	\$ 20,000.00	\$ 29,000.00	\$ 29,000.00	\$ 20,000.00	\$ 20,000.00	\$ 19,860.00	\$ 19,860.00
54	TRAFFIC CONTROL AND PROTECTION SPECIAL	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 120,000.00	\$ 120,000.00	\$ 68,000.00	\$ 68,000.00	\$ 50,000.00	\$ 50,000.00	\$ 117,000.00	\$ 117,000.00	\$ 300,000.00	\$ 300,000.00	\$ 80,000.00	\$ 80,000.00
55	STREET SWEEPING AND DUST CONTROL	HR	40	\$ 130.00	\$ 5,200.00	\$ 200.00	\$ 8,000.00	\$ 120.00	\$ 4,800.00	\$ 250.00	\$ 10,000.00	\$ 100.00	\$ 4,000.00	\$ 125.00	\$ 5,000.00	\$ 160.00	\$ 6,400.00
56	REMOVE AND RELOCATE RESIDENTIAL LIGHTPOLE	EA	8	\$ 2,400.00	\$ 19,200.00	\$ 1,000.00	\$ 8,000.00	\$ 2,500.00	\$ 20,000.00	\$ 2,500.00	\$ 20,000.00	\$ 1,925.00	\$ 15,400.00	\$ 3,000.00	\$ 24,000.00	\$ 2,000.00	\$ 16,000.00
57	CONSTRUCTION LAYOUT AND AS-BUILT DRAWINGS	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 19,000.00	\$ 19,000.00	\$ 25,000.00	\$ 25,000.00	\$ 10,500.00	\$ 10,500.00	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00
58	SANITARY SERVICE CONNECTION	EA	10	\$ 3,000.00	\$ 30,000.00	\$ 800.00	\$ 8,000.00	\$ 2,500.00	\$ 25,000.00	\$ 1,800.00	\$ 18,000.00	\$ 5,650.00	\$ 56,500.00	\$ 2,000.00	\$ 20,000.00	\$ 5,180.00	\$ 51,800.00
59	WATER SERVICE, 1" (LONG)	EA	11	\$ 3,600.00	\$ 39,600.00	\$ 6,000.00	\$ 66,000.00	\$ 4,900.00	\$ 53,900.00	\$ 2,500.00	\$ 27,500.00	\$ 5,250.00	\$ 57,750.00	\$ 4,000.00	\$ 44,000.00	\$ 4,620.00	\$ 50,820.00
60	DETENTION VAULT	EA	1	\$ 1,550,000.00	\$ 1,550,000.00	\$ 1,570,000.00	\$ 1,570,000.00	\$ 1,499,000.00	\$ 1,499,000.00	\$ 1,593,000.00	\$ 1,593,000.00	\$ 1,820,000.00	\$ 1,820,000.00	\$ 1,855,000.00	\$ 1,855,000.00	\$ 2,165,000.00	\$ 2,165,000.00
61	PRECONSTRUCTION VIDEOTAPING	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00	\$ 2,100.00	\$ 2,100.00	\$ 6,000.00	\$ 6,000.00	\$ 750.00	\$ 750.00	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00
<b>GRAND TOTAL:</b>				<b>\$ 2,599,424.00</b>			\$ 2,656,664.21		\$ 2,742,429.00		\$ 3,012,075.00		\$ 3,168,900.00		\$ 3,250,212.00		\$ 3,574,536.30

NOTES:  
 1. Earthworks Land Improvement & Development Corp. Grand Total corrected to \$2,599,424.00 from \$2,599,429.00 due to miscalculation in submittal.  
 2. The department is requesting a \$100,000.00 contingency. The request is for Earthworks Land Improvement & Development Corp. bid total of \$2,599,424.00 + the contingency of \$100,000.00 = total request of \$2,699,424.00.

Bid Opening 06/23/23 @ 2:30 PM	DW, NF
Invitations Sent	35
Total Vendors Requesting Documents	15
Total Bid Responses	7

SECTION 8 - BID FORM PRICING



All rates/lump sums submitted will be effect for the duration of the contract term. No surcharges or markups will be paid.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	EA	25	\$ 80.	\$ 2000.
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	EA	245	\$ 100.	\$ 24500.
3	TEMPORARY FENCE	FT	800	\$ 12.	\$ 9600.
4	NITROGEN FERTILIZER NUTRIENT	POUND	65	\$ 1.	\$ 65.
5	POTASSIUM FERTILIZER NUTRIENT	POUND	65	\$ 1.	\$ 65.
6	TRENCH BACKFILL	CU YD	5,181	\$ 50.	\$ 259050.
7	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	1,790	\$ 6.	\$ 10740.
8	SEEDING, CLASS 1	ACRE	0.37	\$ 8000.	\$ 2960.
9	EROSION CONTROL BLANKET	SQ YD	1,790	\$ 2.	\$ 3580.
10	INLET FILTERS	EA	28	\$ 220.	\$ 6160.
11	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	385	\$ 8.	\$ 3080.
12	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	175	\$ 9.	\$ 1575.
13	AGGREGATE BASE COURSE, TYPE B 10"	SQ YD	3,095	\$ 14.	\$ 43330.
14	BITUMINOUS MATERIALS (PRIME COAT)	POUND	6,964	\$ <u>.104</u>	\$ 696.40
15	BITUMINOUS MATERIALS (TACK COAT)	POUND	2,276	\$ <u>.604</u>	\$ 1365.60
16	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	85	\$ 20.	\$ 1700.
17	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	607	\$ 107.	\$ 64949.
18	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	425	\$ 107.	\$ 45475.
19	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	246	\$ 100.	\$ 24600.
20	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1,251	\$ 11.	\$ 13761.



NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
21	PAVEMENT REMOVAL	SQ YD	3,095	\$ 5.	\$ 15475.
22	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	SQ YD	1,963	\$ 3.	\$ 5889.
23	DRIVEWAY PAVEMENT REMOVAL	SQ YD	422	\$ 3.	\$ 1266.
24	COMBINATION CURB AND GUTTER REMOVAL	FT	1,478	\$ 5.	\$ 7390.
25	SIDEWALK REMOVAL	SQ FT	1,251	\$ 2.	\$ 2502.
26	STORM SEWER REMOVAL 12"	FT	99	\$ 10.	\$ 990.
27	STORM SEWER REMOVAL 42"	FT	319	\$ 20.	\$ 6380.
28	CATCH BASINS, TYPE C, TYPE 11 FRAME AND GRATE	EA	3	\$ 2000.	\$ 6000.
29	SANITARY MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EA	3	\$ 2800.	\$ 8400.
30	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EA	4	\$ 3800.	\$ 15200.
31	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EA	1	\$ 7000.	\$ 7000.
32	MANHOLES, TYPE A, 7'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EA	1	\$ 11000.	\$ 11000.
33	REMOVING MANHOLES	EA	6	\$ 1000.	\$ 6000.
34	REMOVING INLETS	EA	6	\$ 700.	\$ 4200.
35	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FT	1,478	\$ 45.	\$ 66510.
36	NON-SPECIAL WASTE DISPOSAL	CU YD	100	\$ 1.	\$ 100.
37	MOBILIZATION	LS	1	\$ 50000.	\$ 50000.
38	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FT	100	\$ 7.	\$ 700.
39	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FT	96	\$ 11.	\$ 1056.
40	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FT	29	\$ 26.	\$ 754.
41	STORM SEWERS, CLASS A, TYPE 2 24"	FT	882	\$ 65.	\$ 57330.
42	STORM SEWERS, CLASS A, TYPE 2 36"	FT	68	\$ 120.	\$ 8160.



NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
43	STORM SEWERS, CLASS B, TYPE 2 12"	FT	17	\$ 50.	\$ 850.
44	STORM SEWERS, CLASS B, TYPE 2 30"	FT	8	\$ 100.	\$ 800.
45	SANITARY SEWER REMOVAL 8"	FT	593	\$ 10.	\$ 5930.
46	EXPLORATION TRENCH, SPECIAL	FT	200	\$ 10.	\$ 2000.
47	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	SQ YD	175	\$ 42.	\$ 7350.
48	SANITARY MANHOLES TO BE REMOVED	EA	2	\$ 1000.	\$ 2000.
49	STORM SEWERS, CLASS B, TYPE 2 6"	FT	8	\$ 50.	\$ 400.
50	NATIVE TREE, 3" CALIPER	EA	16	\$ 900.	\$ 14400.
51	ROLLED EROSION BARRIER	FT	1,500	\$ 10.	\$ 15000.
52	SANITARY SEWER PIPE SDR26 8"	FT	669	\$ 60.	\$ 40140.
53	TYPE G4 STRUCTURE W/ TYPE 11 FRAME AND GRATE	EA	1	\$ 22000.	\$ 22000.
54	TRAFFIC CONTROL AND PROTECTION SPECIAL	LS	1	\$ 30000.	\$ 30000.
55	STREET SWEEPING AND DUST CONTROL	HR	40	\$ 130.	\$ 5200.
56	REMOVE AND RELOCATE RESIDENTIAL LIGHTPOLE	EA	8	\$ 2400.	\$ 19200.
57	CONSTRUCTION LAYOUT AND AS-BUILT DRAWINGS	LS	1	\$ 10000.	\$ 10000.
58	SANITARY SERVICE CONNECTION	EA	10	\$ 3000.	\$ 3000.
59	WATER SERVICE, 1" (LONG)	EA	11	\$ 3600.	\$ 39600.
60	DETENTION VAULT	EA	1	\$ 1,550,000.	\$ 1,550,000.
61	PRECONSTRUCTION VIDEOTAPING	LS	1	\$ 3000.	\$ 3000.
<b>GRAND TOTAL</b>					<b>\$ 2599429.<sup>00</sup></b>

**GRAND TOTAL (IN WORDS)** TWO MILLION FIVE HUNDRED AND NINETY NINE THOUSAND FOUR HUNDRED AND TWENTY NINE DOLLARS + 00/100

SECTION 9 - BID FORM SIGNATURE PAGE

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

X [Redacted Signature]  
(Signature and Title)



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

Subscribed and sworn to before me this 23<sup>rd</sup> day of June AD, 20 23

[Redacted Signature]  
(Notary Public) My Commission Expires: 3-13-2024



①



### 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: 6-23-23

Bid/Contract/PO #: 23-083-SWM

Company Name: <u>Earthwerks Land Improvement &amp; Development Corporation</u>	Company Contact: <u>DAN DAVIES</u>
Contact Phone: <u>630-482-2341</u>	Contact Email: <u>LDAVIES@EARTHWERKSINC.COM</u>

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county 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
<u>JIM ZAY</u>		<u>CASH</u>	<u>5006.00</u>	<u>8-2022</u>

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

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

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

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

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

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

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

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

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

Authorized Signature

[Redacted Signature]

Printed Name

DAN DAVIES

Title

President

Date

6-23-23

