



# DU PAGE COUNTY

## Public Works Committee

### Final Regular Meeting Agenda

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

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Tuesday, May 16, 2023

9:00 AM

Room 3500B

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1. CALL TO ORDER
2. ROLL CALL
3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA
4. PUBLIC COMMENT
5. APPROVAL OF MINUTES
  - 5.A. [23-1792](#)  
Public Works Committee Minutes - Regular Meeting - Tuesday, May 2, 2023
6. CLAIMS REPORT
  - 6.A. [23-1793](#)  
Payment of Claims - Public Works and Facilities Management
7. CONSENT ITEMS
  - 7.A. [23-1794](#)  
BCR Automotive Group LLC DBA Roesch Ford - Decrease and close contract
  - 7.B. [23-1795](#)  
Joseph J Henderson & Son, Inc. - Time extension greater than 30 days, and no change in the contract total amount
8. BID AWARD
  - 8.A. [FM-P-0066-23](#)  
Recommendation for the approval of a contract to AMS Mechanical Systems, Inc., to furnish and install natural gas piping replacements and upgrades to the gas main and meter, at the Power Plant, for Facilities Management, for the period of May 23, 2023 through May 22, 2024, for a total contract amount not to exceed \$125,837; per lowest responsible bid 23-061-FM.

**8.B. [FM-P-0067-23](#)**

Recommendation for the approval of a contract to Earthwerks Land Improvement and Development Corporation, for construction of stormwater detention and Best Management Practices (BMP's) projects at the east campus detention basin, for Facilities Management, for numerous building construction projects, for the period May 23, 2023, through December 15, 2025 for a total lump sum amount of \$2,793,517 which includes \$364,371 (15%) owner contingency, per lowest responsible bid 22-102-SWM. (PARTIAL ARPA ITEM)

**9. PROFESSIONAL SERVICES AGREEMENT****9.A. [FM-P-0068-23](#)**

Recommendation for the approval of an Agreement between the County of DuPage, Illinois, and V3 Companies, Ltd., to provide Phase III Professional Stormwater Engineering Services and engineering design for campus projects, for Facilities Management, for the period May 23, 2023 through December 15, 2025, for a total contract amount not to exceed \$241,095. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ et seq.

**10. SOLE SOURCE****10.A. [PW-P-0035-23](#)**

Recommendation for the approval of a contract to RapidView, LLC, for parts and labor to repair the IBAK sewer televising camera, for Public Works, for the period of May 23, 2023 to May 31, 2027, for a contract total amount not to exceed \$60,000; per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids - Sole Source.

**11. ACTION ITEMS****11.A. [PW-R-0003-23](#)**

Recommendation for the approval of an Easement Agreement between the County of DuPage and the Forest Preserve District of DuPage County providing for the operation and maintenance of existing sanitary interceptors within portions of the Waterfall Glen Forest Preserve. (No additional cost to the County)

**12. PRESENTATIONS**

12.A. County Campus EV Charging Stations

12.B. DuPage County Historical Museum & DuPage County Heritage Gallery

**13. OLD BUSINESS****14. NEW BUSINESS****15. ADJOURN**



# Minutes

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

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**File #:** 23-1792

**Agenda Date:** 5/16/2023

**Agenda #:** 5.A.

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# DU PAGE COUNTY

## Public Works Committee

### Summary

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

**Tuesday, May 2, 2023**

**9:00 AM**

**Room 3500B**

**1. CALL TO ORDER**

9:00 AM meeting was called to order by Chair Garcia at 9:00 AM.

**2. ROLL CALL**

Board Member Yoo, Member Chaplin and Member Rutledge were present.

<b>PRESENT</b>	Cronin Cahill, Galassi, Garcia, Ozog, and Zay
<b>ABSENT</b>	DeSart

**3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA**

Chair Garcia let the committee know that the Nordic waste water treatment plant is up and running and the energy savings of this plant higher than anticipated. She also let the committee know that there will be future discussions on electric vehicle charging stations on campus.

**4. PUBLIC COMMENT**

No public comments were offered.

**5. APPROVAL OF MINUTES**

5.A. [23-1622](#)

Public Works Committee Minutes - Regular Meeting - Tuesday, April 18, 2023

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Kari Galassi

**6. CLAIMS REPORT**

6.A. [23-1623](#)

Payment of Claims - Public Works and Facilities Management

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Jim Zay
<b>SECONDER:</b>	Kari Galassi

**7. BUDGET TRANSFERS**

7.A. [23-1624](#)

Facilities Management - \$20,000 budget transfer needed from Facilities Management to Grounds, to cover an unforeseen Grounds salary expense that is partially paid for, for a Facilities Management employee. Funds will move from account 1000-1100-50000 (Regular Salaries) to account 1000-1102-50000 (Regular Salaries) for \$20,000.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Kari Galassi

7.B. [23-1625](#)

Facilities Management - \$50,000 budget transfer needed to cover the costs of new feeders and actuators for the Power Plant and for electric and plumbing parts for the JOF, Annex and Jail. Funds will move from account 1000-1100-53220 (Water & Sewer) to account 1000-1100-52270 (Maintenance Supplies) for \$50,000.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Cynthia Cronin Cahill
<b>SECONDER:</b>	Mary Ozog

7.C. [23-1647](#)

Public Works - \$49,500 budget transfer needed for natural gas for Nicor usage, for wireless communication services for Verizon and AT & T charges, and for auditing and accounting services for the FY22 newly required single audit. Funds will move from account no. 2000-2640-53828 (Contingencies) to account nos. 2000-2640-53200 (Natural Gas) and 2000-2640-53260 (Wireless Communication Services) in the amount of \$9,500, and from account no. 2000-2665-53830 (Other Contractual Expenses) to account nos. 2000-2665-53200 (Natural Gas), 2000-2665-53260 (Wireless Communication Services) and 2000-2665-53000 (Auditing and Accounting Services) in the amount of \$40,000.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Cynthia Cronin Cahill
<b>SECONDER:</b>	Kari Galassi

7.D. [23-1648](#)

Public Works - \$152,000 budget transfer needed for parts for effluent strainers, rehab work done in-house, wireless communication services for Verizon and AT & T charges, repair and maintenance facilities for a Flender gearbox, equipment for IBAK camera repair contracts, and for custodial services for Groot Waste and Recycling removal. Funds will move from account no. 2000-2555-53828 (Contingencies) to account no. 2000-2555-53810 (Custodial Services) for \$33,000, from account no. 2000-2555-53210

(Electricity) to account nos. 2000-2555-53260 (Wireless Communication Service), 2000-2555-53300 (Repair and Maintenance Facilities) and 2000-2555-53370 (Repair, Maintenance and Other Equipment) for \$65,000, and from account no. 2000-2555-54020 (Building Construction) to account no. 2000-2555-52250 (Auto/Machine/Equipment Parts) for \$54,000.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Jim Zay
<b>SECONDER:</b>	Kari Galassi

**8. BID RENEWAL**

8.A. [FM-P-0065-23](#)

Recommendation for the approval of a contract to Airways Systems, Inc., for semi-annual cleaning of the kitchen ducts, hoods, and fans for the Judicial Office Facility, JTK Administration Building, Jail, and Care Center, for Facilities Management, for the two-year period May 26, 2023 through May 25, 2025, for a total contract amount not to exceed \$35,196; per renewal option under bid award #20-097-FM, first and final option to renew.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Cynthia Cronin Cahill
<b>SECONDER:</b>	Kari Galassi

**9. JOINT PURCHASING AGREEMENT**

9.A. [PW-P-0032-23](#)

Recommendation for the approval of a contract purchase order to HD Supply Facilities Maintenance, LTD., to furnish and deliver housekeeping supplies and cleaning chemicals for Public Works facilities, for the period of May 9, 2023, to October 31, 2025, for a total contract amount not to exceed \$40,000. Contract pursuant to the Intergovernmental Cooperation Act, OMNIA Partners Contract #22-07.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Kari Galassi
<b>SECONDER:</b>	Jim Zay

9.B. [PW-P-0033-23](#)

Recommendation for the approval of a contract purchase order to W.W. Grainger, Inc., to furnish and deliver miscellaneous maintenance, repair, and operations parts and supplies, for Public Works facilities, for the period of May 9, 2023, to December 31, 2024, for a total contract amount not to exceed \$60,000. Contract pursuant to the Intergovernmental

Cooperation Act, OMNIA Partners Contract #192163.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Cynthia Cronin Cahill
<b>SECONDER:</b>	Kari Galassi

## 10. SOLE SOURCE

### 10.A. [PW-P-0034-23](#)

Recommendation for the approval of a contract to Gasvoda & Associates, Inc., for Teledyne ISCO wastewater sampling and flow monitoring equipment, parts, and repairs, for Public Works, for the period of June 1, 2023, to May 31, 2027, for a contract total amount not to exceed \$60,000; per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids - Sole Source.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Jim Zay
<b>SECONDER:</b>	Cynthia Cronin Cahill

## 11. ACTION ITEMS

### 11.A. [PW-R-0002-23](#)

Recommendation for the approval of an Easement Agreement between the Forest Preserve District of DuPage County and the County of DuPage for the operation and maintenance of a sanitary sewer force main in a portion of the Greene Valley Forest Preserve. (No additional cost to the County)

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Cynthia Cronin Cahill
<b>SECONDER:</b>	Kari Galassi

## 12. OLD BUSINESS

### 12.A. Status, Campus No Mow

Facilities Management Deputy Director Tim Harbaugh discussed the campus No Mow initiative and recommended that the committee comes to a consensus to start mowing the campus sooner than planned. There was a consensus by the committee to start mowing sooner.

## 13. NEW BUSINESS

### 13.A. [23-1661](#)

Request from College of DuPage, Warhol Window Display, 421 Building (Attachment)  
Ms. Diana Martinez from the McAninch Arts Center at the College of DuPage requested

that the county displays a summer Andy Warhol Art Exhibit at the JTK Administration building. Chair Garcia thanked Ms. Martinez for putting this project together and there was consensus within the committee to move forward with the art work.

**14. ADJOURN**

With no further business, the meeting was adjourned.





## Payment of Claims

421 N. COUNTY FARM  
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**File #:** 23-1793

**Agenda Date:** 5/16/2023

**Agenda #:** 6.A.

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<b>Public Works</b>			
<b>Schedule of Claims</b>			
<b>5/16/2023</b>			
<b>Pay Vendor Name</b>	<b>Description</b>	<b>Check Date</b>	<b>Amount</b>
ADDISON ELECTRIC	Keypad	4/28/2023	\$160.00
ADVANCE AUTO PARTS	Auto parts	4/28/2023	\$179.73
AL WARREN OIL CO INC	Fuel	4/28/2023	\$23,719.50
ALLEGRA MARKETING PRINT MAIL	Door hangers	4/28/2023	\$151.13
ALTORFER INDUSTRIES INC	Townmaster trailer	4/28/2023	\$15,750.00
AMERICAN WATER WORKS ASSN	Membership	4/28/2023	\$383.00
ANDERSON PEST SOLUTIONS	Preventive services	4/28/2023	\$70.30
AT&T	Phone Service	4/28/2023	\$194.04
ATS MACHINE SAFETY SOLUTIONS	Universal mount drill	4/28/2023	\$557.35
COMCAST	Internet	4/28/2023	\$248.85
DSI HOLDINGS CORPORATION	Service	4/28/2023	\$7,494.98
EDWARDS ENGINEERING, INC	Diagnostic inspection	4/28/2023	\$1,475.00
ELLIS DYNASTY INC	Plumbing service	4/28/2023	\$298.00
GAG INDUSTRIES INC	Filters	4/28/2023	\$299.61
GRAYBAR	Lighting	4/28/2023	\$88.20
HAWKINS INC	Potassium carbonate	4/28/2023	\$1,176.86
IDEAL CALIBRATIONS	Sensor	4/28/2023	\$555.00
INDEPENDENT BEARING INC	Bearings	4/28/2023	\$491.74
KARDON ENTERPRISES INC	Lab testing	4/28/2023	\$1,000.00
LAI LTD	Impeller	4/28/2023	\$6,934.31
LIBERTY PROCESS EQUIPMENT INC	Rotor	4/28/2023	\$4,111.00
MCMASTER-CARR	Insulation	4/28/2023	\$187.39
MENARDS	Microwave, rip bead	4/28/2023	\$1,201.92
MIDLAND SCIENTIFIC INC	Lab supplies	4/28/2023	\$315.65
MPGTANDEM	Uniforms	4/28/2023	\$340.75
NCL OF WISCONSIN INC	Lab supplies	4/28/2023	\$272.92
NICOR GAS	Gas	4/28/2023	\$2,853.99
TREMCO WEATHERPROOFING	Roof maintenance	4/28/2023	\$13,621.49
UNITED STATES POSTAL SERVICE	Annual fee	4/28/2023	\$1,370.00
WATER PRODUCTS-AURORA	Hydrant head repair	4/28/2023	\$3,684.52
AERCOR INC.	Netmotion mobility support	5/2/2023	\$4,388.63
AMAZON CAPITAL SERVICES	Cargo carrier	5/2/2023	\$429.89
AMERICAN VAN EQUIPMENT, LLC	Modular storage	5/2/2023	\$2,513.08
A-RELIABLE PRINTING	Envelopes	5/2/2023	\$297.50
COM ED	Electricity	5/2/2023	\$20,892.52
EURKAITIS, CHRIS	Customer overpaid	5/2/2023	\$316.06
FEDEX	Shipping	5/2/2023	\$189.71
GROSSESTREUER, TED	Plumbing bill reimbursement	5/2/2023	\$723.00
H WINDOW COMPANY, LLC	Windows	5/2/2023	\$10,987.10
MENARDS	Pipe	5/2/2023	\$625.17
NAPCO STEEL INC.	Stain steel flat	5/2/2023	\$287.65
NCL OF WISCONSIN INC	Lab supplies	5/2/2023	\$129.28
POLYDYNE INC	Clarifloc	5/2/2023	\$14,014.00
A & W TRAILER	Drum kit	5/5/2023	\$172.94
ADVANCE AUTO PARTS	Auto parts	5/5/2023	\$60.30
AMAZON CAPITAL SERVICES	Truck scanner	5/5/2023	\$1,251.14



Facilities Management Department

**Schedule of Purchases Under \$15,000**

**May 16, 2023**

	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
23084	Nicor Gas	Utility - Natural Gas	1000	1100	53200	\$1,221.23
23093	Airgas USA, LLC	Rental of Machinery & Equipment	1000	1100	53410	\$265.59
23255	United States Postal Service	Postage & Postal Charges	1000	1100	53804	\$2.28
23343	Amazon.com LLC	Maintenance Supplies	1000	1100	52270	\$35.97
23344	Atlas Bobcat, LLC	Repair/Replacement Parts	1000	1102	52250	\$483.00
23347	Trellis Farm & Garden	Maintenance Supplies	1000	1102	52270	\$307.88
23348	Hanes Geo Components	Building Improvements	6000	1220	54010	\$1,204.20
23349	Russo Power	Repair/Replacement Parts	1000	1102	52250	\$90.54
23350	Blackhawk Supply LLC	Repair/Replacement Parts	1000	1100	52250	\$77.39
23352	Ferguson Enterprises, LLC	Repair & Maintenance Equipment	1000	1100	53370	\$1,090.00
23353	Atlas Bobcat, LLC	Maintenance Supplies	1000	1102	52270	\$55.29
23354	HD Supply	Maintenance Supplies	1000	1100	52270	\$188.88
23355	Landscape Material & Firewood Sales, Inc.	Maintenance Supplies	1000	1102	52270	\$1,680.00
23356	Applied Industrial Technologies	Repair/Replacement Parts	1000	1100	52250	\$212.52
23357	Applied Industrial Technologies	Repair/Replacement Parts	1000	1100	52250	\$373.76
23358	Creative Technologies	Repair & Maintenance Equipment	1000	1100	53370	\$1,500.00
23359	Amazon.com LLC	Repair/Replacement Parts	1000	1100	52250	\$392.62
23360	Amazon.com LLC	Fuel & Lubricants	1000	1100	52260	\$123.11
23361	Blackhawk Supply LLC	Repair/Replacement Parts	1000	1100	52250	\$856.04
23364	Amazon.com LLC	Operating Supplies	1000	1100	52200	\$28.98
23365	McMaster-Carr	Maintenance Supplies	1000	1100	52270	\$278.67
23366	Amazon.com LLC	Repair/Replacement Parts	1000	1100	52250	\$227.70
23367	Barlow Mechanical Sales	Repair/Replacement Parts	1000	1100	52250	\$1,393.00
23368	Cleaver Brooks Sales & Service	Repair/Replacement Parts	1000	1100	52250	\$5,183.18
23369	Cleaver Brooks Sales & Service	Repair/Replacement Parts	1000	1100	52250	\$290.64
23370	Parts Town, LLC	Repair/Replacement Parts	1000	1100	52250	\$449.35
23372	Inpro Corp	Maintenance Supplies	1000	1100	52270	\$3,883.03
23373	AramSCO Inc.	Maintenance Supplies	1000	1100	52270	\$274.51
23374	IL Office of the State Fire Marshal	Repair & Maintenance Facilities	1000	1100	53300	\$70.00
23375	Test Gauge Inc.	Repair & Maintenance Equipment	1000	1100	53370	\$145.00

Facilities Management Department

Schedule of Other Payments								
May 16, 2023								
CONTRACT #	VENDOR	DESCRIPTION	Start	End	FUND	DEPT	ACCOUNT	AMOUNT
5833-0001 SERV	A&P Grease Trappers, Inc.	Repair & Maintenance Facilities	04/14/22	04/13/23	1000	1100	53300	\$2,400.00
5186-0001 SERV	AEP Energy, Inc	Utility - Electricity	03/14/23	04/11/23	1000	1100	53210	\$75,063.00
5386-0001 SERV	Ashland Door Solutions	Repair & Maintenance Facilities	07/14/21	07/13/23	1000	1100	53300	\$412.50
5385-0001 SERV	Ashland Lock & Security Solutions	Maintenance Supplies	07/14/21	07/13/23	1000	1100	52270	\$1,312.00
5471-0001 SERV	Builders Chicago Corporation	Repair & Maintenance Facilities	11/01/21	10/31/23	1000	1100	53300	\$964.72
5617-0001 SERV	Chem-Wise Ecological Pest Management Services, Inc.	Custodial Services	03/01/23	03/31/23	1000	1100	53810	\$413.00
5410-0001 SERV	City of Wheaton	Utility - Water & Sewer	03/06/23	04/04/23	1000	1100	53220	\$557.46
5423-0001 SERV	ComEd	Utility - Electricity	03/13/23	04/11/23	1000	1100	53210	\$1,107.82
5216-0001 SERV	ComEd	Utility - Electricity	03/14/23	04/11/23	1000	1100	53210	\$21,588.00
4943-0001 SERV	Earthwise Environmental, Inc.	Professional Services	04/01/23	04/01/23	1000	1100	53090	\$1,980.00
6377-0001 SERV	GenServe LLC	Repair & Maintenance Facilities	11/01/22	04/30/23	1000	1100	53300	\$3,624.00
6195-0001 SERV	Grainger	Furn/Mach/Equip Small Value, Operating Supplies and Maintenance Supplies	12/14/22	12/31/23	1000	1100	52000 52200 52270	\$2,804.80
6236-0001 SERV	Graybar Electric Company	Maintenance Supplies	02/01/23	01/31/25	1000	1100	52270	\$2,207.00
5827-0001 SERV	Groot, Inc.	Custodial Services	03/01/23	03/31/23	1000	1100	53810	\$4,087.49
5832-0001 SERV	Hobart Service	Repair & Maintenance Equipment	04/20/22	04/19/23	1000	1100	53370	\$1,117.66
6258-0001 SERV	Johnson Controls, Inc.	Repair/Replacement Parts	01/11/23	11/30/23	1000	1100	52250	\$34,751.75
5611-0001 SERV	Knox Swan & Dog LLC	Other Contractual Expenses	04/01/23	04/30/23	1000	1102	53830	\$600.00
6042-0001 SERV	Lamp Incorporated	Building Improvements	02/01/23	02/28/23	6000	1220	54010	\$123,684.29
5461-0001 SERV	Nicor Gas	Utility - Natural Gas	03/03/23	04/03/23	1000	1100	53200	\$2,142.00
5368-0001 SERV	Noland Sales Corporation	Repair & Maintenance Facilities	07/14/21	04/14/25	1000	1100	53300	\$57,208.89
6284-0001 SERV	Royal Pipe & Supply Company	Maintenance Supplies	02/24/23	02/23/24	1000	1100	52270	\$11,602.34
6119-0001 SERV	The Home Depot Pro	Cleaning Supplies	11/09/22	10/31/25	1000	1100	52280	\$1,946.90
6191-0001 SERV	V3 Companies, Ltd.	Building Improvements	01/29/23	02/25/23	6000	1220	54010	\$25,601.55
6125-0001 SERV	Valdes Supply	Cleaning Supplies	04/01/23	04/30/23	1000	1100	52280	\$10,591.35
5972-0001 SERV	Village of Glendale Heights	Rental of Office Space	03/01/23	03/31/23	1000	1100	53400	\$6,666.78
5425-0001 SERV	Village of Winfield	Utility - Water & Sewer	03/12/23	04/10/23	1000	1100	53220	\$432.31
4715-0001 SERV	Wight Construction Services, Inc.	Building Improvements	03/01/23	03/31/23	6000	1220	54010	\$14,183.23
5709-0001 SERV	Wight Construction Services, Inc.	Building Improvements	01/01/23	01/31/23	6000	1220	54010	\$907,985.80
5456-0001 SERV	Wold Architects and Engineers	Building Improvements	03/01/23	03/31/23	6000	1220	54010	\$2,322.09



## Consent Item

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

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**File #:** 23-1794

**Agenda Date:** 5/16/2023

**Agenda #:** 7.A.

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Consent  
 PW ~~5/11/23~~ 5/11/23  
 CB 5/23



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

Date: Apr 28, 2023

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

<b>Purchase Order #:</b> 5340SERV	<b>Original Purchase Order Date:</b> Jun 22, 2021	<b>Change Order #:</b> 3	<b>Department:</b> Public Works
<b>Vendor Name:</b> BCR Automotive Group LLC DBA Roesch Ford		<b>Vendor #:</b> 13282	<b>Dept Contact:</b> Amy Arlowe/Sandra Martinez
<b>Background and/or Reason for Change Order Request:</b>	Decrease and close contract.		
<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 <span style="float:right">\$50,926.00</span>
B	Net \$ change for previous Change Orders
C	Current contract amount (A + B) <span style="float:right">\$50,926.00</span>
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease <span style="float:right">(\$22,373.00)</span>
E	New contract amount (C + D) <span style="float:right">\$28,553.00</span>
F	Percent of current contract value this Change Order represents (D / C) <span style="float:right">-43.93%</span>
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) <span style="float:right">-43.93%</span>

**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: \_\_\_\_\_

<i>MPK</i>	x6800	5/1/23	<i>MPK</i>	x6800	5/1/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer	Date	<i>MCA</i>	Procurement Officer	Date	5/2/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



## Consent Item

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

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**File #:** 23-1795

**Agenda Date:** 5/16/2023

**Agenda #:** 7.B.

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Consent  
 PW ~~5/16~~ 5/16  
 CB 5/23



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

Date: Apr 24, 2023

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

<b>Purchase Order #:</b> 5150SERV	<b>Original Purchase Order Date:</b> Feb 22, 2021	<b>Change Order #:</b> 1	<b>Department:</b> Public Works
<b>Vendor Name:</b> Joseph J Henderson & Son Inc		<b>Vendor #:</b> 15050	<b>Dept Contact:</b> Amy Arlowe/Sandra Martinez
<b>Background and/or Reason for Change Order Request:</b>	Extend contract to 11/30/23. No change in contract total.		
<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 <span style="float: right;">\$9,933,000.00</span>
B	Net \$ change for previous Change Orders
C	Current contract amount (A + B) <span style="float: right;">\$9,933,000.00</span>
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease
E	New contract amount (C + D) <span style="float: right;">\$9,933,000.00</span>
F	Percent of current contract value this Change Order represents (D / C) <span style="float: right;">0.00%</span>
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) <span style="float: right;">0.00%</span>

**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
- Close Contract
- Increase encumbrance and close contract
- Contract Extension (29 days)
- Decrease encumbrance
- Consent Only
- Increase encumbrance

**DECISION MEMO REQUIRED**

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

\_\_\_\_\_

<i>SWK</i>	<u>4/24/23</u>	<u>x 6800</u>	<i>SWK</i>	<u>4/24/23</u>	<u>x 6800</u>
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer	Date	<i>SWK</i>	Procurement Officer	Date	<u>5/2/23</u>
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: Apr 24, 2023

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

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

Requesting Department: Public Works	Department Contact: Sean Reese
Contact Email: sean.reese@dupageco.org	Contact Phone: 630.985.7400
Vendor Name: Joseph J Henderson & Son Inc	Vendor #: 15050

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

Approve contract time extension with Joseph J Henderson & Son, Inc until November 30, 2023.

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

Joseph J Henderson & Son, Inc was retained for the rehabilitation of the Nordic Wastewater Treatment Facility. A time extension is needed due to delays in the manufacture and delivery of plant equipment. This project is necessary in order to comply with current and future IEPA requirements.

### 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.

The rehabilitation of the Nordic WWTP ensures that the County will continue to provide County customers with reliable wastewater treatment services.

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

Joseph J Henderson & Son, Inc was selected due to being the lowest responsible bidder per Bid #20-013-PW.

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

As this is a current contract, there are no recommendations to change the current supplier as this is an active 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.

Extend contract through November 30, 2023, with no increase to the contract total.



# 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: 4/24/2023

Bid/Contract/PO #: DPC-011

Company Name: <b>Joseph J. Henderson &amp; Son, Inc.</b>	Company Contact: <b>David Henderson</b>
Contact Phone: <b>847-244-3222</b>	Contact Email: <b>administration@jjhenderson.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

David Henderson

Title

President

Date

April 24, 2023

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



# Facilities Management Requisition Over \$30K

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

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**File #:** FM-P-0066-23

**Agenda Date:** 5/16/2023

**Agenda #:** 8.A.

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AWARDING RESOLUTION  
ISSUED TO AMS MECHANICAL SYSTEMS, INC.  
TO FURNISH AND INSTALL NATURAL GAS PIPING REPLACEMENTS AND  
UPGRADES AT THE POWER PLANT  
FOR FACILITIES MANAGEMENT  
(CONTRACT TOTAL NOT TO EXCEED \$125,837.00)

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to AMS Mechanical Systems, Inc., to furnish and install natural gas piping replacements and upgrades to the gas main and meter, at the Power Plant, for the period May 23, 2023 through May 22, 2024, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to furnish and install natural gas piping replacements and upgrades to the gas main and meter, at the Power Plant, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, AMS Mechanical Systems, Inc., 9341 Adam Don Parkway, Woodridge, IL 60517, for a contract total amount not to exceed \$125,837.00, per lowest responsible bid #23-061-FM.

Enacted and approved this 23<sup>rd</sup> day of May, 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#: 23-1649	RFP, BID, QUOTE OR RENEWAL #: 23-061-FM	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$125,837.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 05/16/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$125,837.00
	CURRENT TERM TOTAL COST: \$125,837.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: AMS Mechanical Systems, Inc.	VENDOR #: 37938	DEPT: Facilities Management	DEPT CONTACT NAME: Gavin Carroll
VENDOR CONTACT: Todd Veard	VENDOR CONTACT PHONE: 630-887-7700	DEPT CONTACT PHONE #: 630-407-2687	DEPT CONTACT EMAIL: gavin.carroll@dupageco.org
VENDOR CONTACT EMAIL: tveard@ams-pmt.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to AMS Mechanical Systems, Inc. to furnish and install natural gas piping replacements and upgrades to the gas main and meter, at the Power Plant, for Facilities Management, for the period May 23, 2023, through May 22, 2024, for a total contract amount not to exceed \$125,837.00, per lowest responsible 23-061-FM.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The existing gas main and meter are 52 years old. The gas main is in an exterior part of the pit and is extremely corroded. Without attention, the corrosion will worsen, resulting in a leaking gas main.			

<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. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

<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.
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: AMS Mechanical Systems, Inc.	Vendor#: 37938	Dept: Facilities Management	Division:
Attn: Todd Veard	Email: tveard@ams-pmt.com	Attn:	Email: FMAccountsPayable@dupageco.org
Address: 9341 Adam Don Parkway	City: Woodridge	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60517	State: IL	Zip: 60187
Phone: 630-887-7700	Fax: 630-887-0770	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: AMS Mechanical Systems, Inc.	Vendor#: 37938	Dept: Facilities Management	Division:
Attn: Michael Roberts	Email: mroberts@ams-pmt.com	Attn: Gavin Carroll	Email: gavin.carroll@dupageco.org
Address: 9341 Adam Don Parkway	City: Woodridge	Address: 410 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60517	State: IL	Zip: 60187
Phone: 630-887-7700	Fax: 630-887-0770	Phone: 630-407-2687	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 23, 2023	Contract End Date (PO25): May 22, 2024
Contract Administrator (PO25): Cathie Figlewski			

**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	LO		Main Gas Line Improvements	FY23	6000	1220	54010	2301703	119,845.00	119,845.00
2	1	LO		Contingency	FY23	6000	1220	54010	2301703	5,991.00	5,991.00
3	1	LO		Contingency	FY24	6000	1220	54010	2301703	1.00	1.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 125,837.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Furnish and install a new gas main and meter
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Cathie Figlewski, Clara Gomez & Katie Boffa
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. PW: 5/16/23 CB: 5/23/23
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



THE COUNTY OF DUPAGE  
 FINANCE - PROCUREMENT  
 410 MAIN GAS IMPROVEMENT 23-061-FM  
 BID TABULATION



NO.	ITEM	UOM	QTY	AMS Industries, Inc.		Voris Mechanical	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	410 Main Gas Improvement	LS	1	\$ 63,960.00	\$ 63,960.00	\$ 97,700.00	\$ 97,700.00
2	Permit, Pre-Con., & A&E Fee	LS	1	\$ 36,500.00	\$ 36,500.00	\$ 36,500.00	\$ 36,500.00
<b>GRAND TOTAL</b>					<b>\$ 100,460.00</b>		<b>\$ 134,200.00</b>

NOTES

- 1) Contract to AMS Industries, Inc. shall include the Base Bid plus Alternate #1 pricing at \$119,845.00.
- 2) The Department is requesting a 5% contingency. The request is Alternate #1 total of \$119,845.00 + contingency of (\$119,845.00 x 5%) \$5,992.00 = total request of \$125,837.00.

Bid Opening 4/20/2023 @ 2:30 PM	NE, DW
Invitations Sent	19
Total Vendors Requesting Documents	0
Total Bid Responses	2



**BID PRICING**

Bidder shall provide pricing for Base Bid and Alternate #1.

**Base Bid**

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	410 Main Gas Improvement	LS	1	\$	\$ <b>63,960.00</b>
2	Permit, Pre-Con., & A&E Fee	LS	1	\$ 36,500.00	\$ 36,500.00
<b>GRAND TOTAL</b>					<b>\$ 100,460.00</b>
<b>GRAND TOTAL</b>					
(In words) <b>One Hundred Thousand Four Hundred Sixty and no/00 dollars</b>					

**Alternate #1**

Bidder shall provide an alternative price to remove the following from the base scope:

- a. Permanently remove of existing fence, grating, stair door, etc. Reference 4/M3.0
- b. Provide new grating, access door, and ladder. Reference 3/M3.0

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	410 Main Gas Improvement	LS	1	\$	\$ <b>83,345.00</b>
2	Permit, Pre-Con., & A&E Fee	LS	1	\$ 36,500.00	\$ 36,500.00
<b>GRAND TOTAL</b>					<b>\$ 119,845.00</b>
<b>GRAND TOTAL</b>					
(In words) <b>One Hundred Nineteen Thousand Eight Hundred Forty Five and no/00 dollars</b>					



**MANDATORY FORM**

**410 MAIN GAS IMPROVEMENT 23-061-FM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	<b>AMS INDUSTRIES, INC.</b>		
Main Business Address	<b>9341 Adam Don Parkway</b>		
City, State, Zip Code	<b>Woodridge, IL 60517</b>		
Telephone Number	<b>(630) 887-7700</b>	Email Address	<b>tveard@ams-pmt.com</b>
Bid Contact Person	<b>Todd Veard</b>		

The undersigned certifies that he is:

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

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

**Benjamin J. Campbell**  
 \_\_\_\_\_  
 (President or Partner)

**Thomas E. Kelleher**  
 \_\_\_\_\_  
 (Vice-President or Partner)

**Mary Witt-Bruce**  
 \_\_\_\_\_  
 (Secretary or Partner)

**Michael E. Roberts**  
 \_\_\_\_\_  
 (Treasurer or Partner)

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

Addenda No. \_\_, \_\_\_\_, \_\_\_\_, and \_\_\_\_ issued thereto.

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

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

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

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

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

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

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

**CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	<b>Todd Veard</b>	NAME	<b>Michael Roberts</b>
CONTACT	<b>Project Manager</b>	CONTACT	<b>CFO</b>
ADDRESS	<b>9341 Adam Don Parkway</b>	ADDRESS	<b>9341 Adam Don Parkway</b>
CITY ST ZIP	<b>Woodridge, IL 60517</b>	CITY ST ZIP	<b>Woodridge, IL 60517</b>
TX	<b>(630) 887-7700</b>	TX	<b>(630) 887-7700</b>
FX	<b>(630) 887-0770</b>	FX	<b>(630) 887-0770</b>
EMAIL	<b>tveard@ams-pmt.com</b>	EMAIL	<b>mroberts@ams-pmt.com</b>
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Facilities Management Department 421 North County Farm Road, 2-700 Wheaton, IL 60187 TX: (630) 407-5700 EMAIL : <a href="mailto:FMAccountsPayable@dupageco.org">FMAccountsPayable@dupageco.org</a>		DuPage County 410 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5665 EMAIL: <a href="mailto:catherine.figlewski2@dupageco.org">catherine.figlewski2@dupageco.org</a>	

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



# Required Vendor Ethics Disclosure Statement

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

Date: 4/20/23

Bid/Contract/PO #: 23-061-FM

Company Name: <b>AMS INDUSTRIES, INC.</b>	Company Contact: <b>Thomas E. Kelleher</b>
Contact Phone: <b>(630) 887-7700</b>	Contact Email: <b>kelleher@ams-pmt.comx</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:

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

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

Authorized Signature Signature on file  
 Printed Name Thomas E. Kelleher  
 Title Vice President  
 Date 04/20/2023

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



# Facilities Management Requisition Over \$30K

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

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**File #:** FM-P-0067-23

**Agenda Date:** 5/16/2023

**Agenda #:** 8.B.

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AWARDING RESOLUTION  
ISSUED TO EARTHWERKS LAND IMPROVEMENT AND DEVELOPMENT CORPORATION, INC.  
FOR CAMPUS STORMWATER DETENTION CONSTRUCTION  
FOR FACILITIES MANAGEMENT  
(CONTRACT TOTAL NOT TO EXCEED \$2,793,517.00)

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

WHEREAS, the Public Works Committee recommends the County Board approval for the issuance of a contract to Earthwerks Land Improvement and Development Corporation, Inc. to complete stormwater construction projects on the DuPage County campus for the Facilities Management Department, for the period May 23, 2023 through December 15, 2025, stormwater detention and Best Management Practices (BMP'S) are required for numerous building projects being completed across the DuPage County campus; and

WHEREAS, the County Board has determined that the detention construction related to the Animal Services facility addition is consistent with the specifications and guidance offered for which American Rescue Plan Act funds can be expended at a cost of \$308,095.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for construction stormwater projects on campus, for Facilities Management, be and it is hereby approved for issuance of a contract by the Procurement Earthwerks Land Improvement and Development Corporation, Inc., 211 Ogden Avenue, Lisle, IL 60532, for a contract total amount not to exceed \$2,793,517.00, per lowest responsible bid #22-102-SWM.

Enacted and approved this 23rd day of May 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#: 23-1695	RFP, BID, QUOTE OR RENEWAL #: 22-102-SWM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$2,793,517.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 05/16/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$2,793,517.00
	CURRENT TERM TOTAL COST: \$2,793,517.00	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: Facilities Management	DEPT CONTACT NAME: Cathie Figlewski
VENDOR CONTACT: Nick Tremmel	VENDOR CONTACT PHONE: 630-482-2341	DEPT CONTACT PHONE #: X5665	DEPT CONTACT EMAIL: catherine.figlewski2@dupageco.org
VENDOR CONTACT EMAIL: NTremmel@earthwerksinc.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Earthwerks Land Improvement and Development Corporation for construction of stormwater detention and Best Management Practices (BMP's) projects at the east campus detention basin for Facilities Management for numerous building construction projects, for the period May 23, 2023, through December 15, 2025 for a total lump sum amount of \$2,793,517 which includes \$364,371 (15%) owner contingency, per lowest responsible bid 22-102-SWM. PARTIAL ARPA ITEM			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Several projects on the western side of the DuPage County Government campus requires site runoff storage and post construction best management practices (BMPs). The site runoff storage area(s) must be maximized to accommodate current and future development.			

<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. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

<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.
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 and Development Corporation, Inc.	Vendor#: 11452	Dept: Facilities Management	Division:
Attn: Nick Tremmel	Email: NTremmel@earthwerksinc.com	Attn:	Email: FMAccountsPayable@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:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Earthwerks Land Improvement and Development Corporation, Inc.	Vendor#: 11452	Dept: Facilities Management	Division:
Attn:	Email:	Attn: Geoff Matteson	Email: geoffrey.matteson@dupageco.org
Address: 2111 Ogden Avenue	City: Lisle	Address: Various	City: Wheaton
State: IL	Zip: 60532	State: IL	Zip: 60187
Phone: 630-482-2341	Fax:	Phone: 630-200-7973	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 23, 2023	Contract End Date (PO25): Dec 15, 2025
Contract Administrator (PO25): Cathie Figlewski			



**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	LO		Campus Stormwater Detention - ARPA	FY23	1100	1215	54010	2201000	308,095.00	308,095.00
2	1	LO		Campus Stormwater Detention	FY23	6000	1220	54010	2201000	2,054,385.00	2,054,385.00
3	1	EA		Contingency	FY23	6000	1220	54010	2201000	182,186.00	182,186.00
4	1	EA		Campus Stormwater Detention	FY24	6000	1220	54010	2201000	33,333.00	33,333.00
5	1	EA		Contingency	FY24	6000	1220	54010	2201000	182,185.00	182,185.00
6	1	EA		Campus Stormwater Detention	FY25	6000	1220	54010	2201000	33,333.00	33,333.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 2,793,517.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Campus Stormwater Detention - Partial ARPA
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Cathie Figlewski, Clara Gomez, & Katie Boffa
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. PW: 5/16 CB: 5/23
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



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



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

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

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

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

NOTES  
1. GRAND TOTAL CORRECTION FOR EARTHWERKS.

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

SECTION 8 - BID FORM PRICING

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

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

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



NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
59	RR-3	TON	150	\$ 150.	\$ 22500.
60	RR-4	TON	80	\$ 150.	\$ 12000.
61	NATIVE PLANT PLUGS	EACH	30,000	\$ 15.	\$ 450000.
62	FABRIC ENCAPSULATED SOIL LIFT	SQ FT	584	\$ 20.	\$ 11680.
63	EROSION CONTROL BLANKET, S150 BN	SQ YD	3,000	\$ 4.	\$ 12000.
64	PERMANENT SEEDING, NATIVE	ACRE	10	\$ 10000.	\$ 100000.
65	SEEDING, IDOT CLASS I	ACRE	5	\$ 6000.	\$ 30000.
66	SEEDING, IDOT CLASS 2A	ACRE	5	\$ 6000.	\$ 30000.
67	TOPSOIL, FURNISH AND PLACE, 6"	SQ YD	1,023	\$ 8.	\$ 8184.
68	LANDSCAPE ALLOWANCE	LSUM	1	\$25,000.00	\$25,000.00
69	NATIVE TREE	EACH	40	\$ 800.	\$ 32000.
70	NATIVE SHRUB	EACH	100	\$ 160.	\$ 16000.
71	COIR LOG	FOOT	50	\$ 30.	\$ 1500.
72	STONE OUTCROPPING	SQ FT	80	\$ 100.	\$ 8000.
73	AS BUILT DRAWINGS	EACH	5	\$ 5000.	\$ 25000.
74	RESTORATION MONITORING AND REPORTING	YEAR	9	\$ 7500.	\$ 67500.
75	ECOLOGICAL MANAGEMENT	YEAR	9	\$ 7500.	\$ 67500.
76	REMOVAL AND DISPOSAL OF MISCELLANEOUS OBJECTS	SQ YD	450	\$ 10.	\$ 4500.
77	TEMPORARY COFFERDAM, OF TYPE SPECIFIED	EACH	2	\$ 10000.	\$ 20000.
78	NON-WOVEN FILTER FABRIC	SQ YD	200	\$ 5.	\$ 1000.
TOTAL BASE BID					\$ 2,172,744. <sup>00</sup>
CONTINGENCY					\$ 100,000.00
GRAND TOTAL					\$ 2,272,744. <sup>00</sup>

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 \_\_\_\_\_  
(Signature and Title) *John D. Hallett*  
*President*



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

Subscribed and sworn to before me this 21<sup>st</sup> day of October AD, 20 22

\_\_\_\_\_  
(Notary Public) My Commission Expires: 3-13-2024



**SECTION 10 - MANDATORY FORM  
ON-CALL CONSTRUCTION 22-102-SWM  
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)**

Full Name of Bidder	EARTHWORKS LAND IMPROVEMENT & DEVELOPMENT CORPORATION		
Main Business Address	2111 Ogden Ave		
City, State, Zip Code	Lisle IL	60532	
Telephone Number	630-482-2241	Email Address	LDAVIES@EARTHWORKSINC.COM
Bid Contact Person	DAN DAVIES		

The undersigned certifies that he is:

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

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

<u>DAN DAVIES</u> (President or Partner)	<u>DAN DAVIES</u> (Vice-President or Partner)
<u>DAN DAVIES</u> (Secretary or Partner)	<u>DAN DAVIES</u> (Treasurer or Partner)

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

Addenda No. 1, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ issued thereto.  
10/17

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

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

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

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

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

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

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

**CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	EARTHWORKS	NAME	
CONTACT	DAN DAVIES	CONTACT	SAME
ADDRESS	2111 Ogden Ave	ADDRESS	
CITY ST ZIP	Lisle IL 60532	CITY ST ZIP	
TX	630-482-2341	TX	
FX	630-482-2342	FX	
EMAIL	LDAVIES@EARTHWORKS, INC.COM	EMAIL	
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Finance Department 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6193		Address to be provided once notice to proceed is issued.	

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





2111 Ogden Ave. Lisle, Illinois 60532 \* 630-482-2341 \* 630-482-2342f

Dated: April 25, 2023

Subject: DuPage County Campus Stormwater Pond Expansion

Dear Mr. Tim Harbaugh, PE, Deputy Director of Facilities

Earthwerks Land Improvement & Development Corp. is pleased to present this proposal for work to expand the East Fairgrounds Pond on the DuPage County Campus, within the City of Wheaton. The work is estimated based on plans shared with Earthwerks, dated April 14, 2023.

Please find the accompanying exhibit, Supporting Details to Develop Cost, updated April 25, 2023. This *Not to Exceed* price is inclusive of mobilization, traffic control, and all incidentals to complete the work.

**Total *Not to Exceed* \$2,429,146 [lump sum]**

With gratitude,

Nicholas F. Tremmel, PE  
*Project Engineer*

# DuPage County Campus Stormwater Pond Expansion

## Wheaton, Illinois

Supporting Details to Develop Cost, UPDATED: April 25, 2023

	PROJECT AREAS		SUBTOTAL
1.00	East Fairground Pond	\$	1,749,987
2.00	Northeast Spoil Pile	\$	194,984
3.00	3-year Management and Monitoring	\$	85,239
<b>SubTOTAL</b>		<b>\$</b>	<b>2,030,210</b>

4.00	NORTHEAST SPOIL PILE ALTERNATE: This alternate subtracts all work at the Northeast Spoil Pile and adds offsite haul-off of all earth excavation (except the material to place in the East Fairgrounds Pond to create the wetland bottom, except the aggregate suitable for reuse, and except topsoil which is used onsite.)	\$	398,936
<b>TOTAL Not to Exceed</b>		<b>\$</b>	<b>2,429,146</b>

**Exclusions/Assumptions:**

*Earthwork quantities are based on net cut and unadjusted for soil expansion/swell. It is assumed that existing lightpoles (to be removed) are suitable for reuse*

*It is assumed that all earthwork can be moved on site or off site and there are no issues with CCDD.*

*The cost shown here in the summary for the Northeast Spoil Pile Alternate includes a credit for work not performed at the Northeast Spoil Pile plus an additional cost for haul-off.*

CONTRACT SUPPLEMENT BETWEEN EARTHWERKS LAND IMPROVEMENT &  
DEVELOPMENT CORPORATION AND THE COUNTY OF DUPAGE

THIS SUPPLEMENT is entered into this 23rd day of May, 2023, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Wheaton, Illinois 60187-3978 (hereinafter referred to as the *County*), and Earthwerks Land Improvement & Development Corporation, licensed to do business in the state of Illinois, located at 2111 Ogden Ave, Lisle, Illinois 60332 (hereinafter referred to as the *Contractor*), in supplement to the Agreement entered into by and between the County and Contractor on January 9, 2023.

RECITALS

WHEREAS, the *County* requires goods and/or services specified in DuPage County campus stormwater pond expansion proposal, located at the DuPage County center, 421 north County Farm road, Wheaton, Illinois 60187; and

WHEREAS, the *Contractor* is the vendor pursuant to the proposal and is willing to perform under the terms of the proposal and this contract.

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

1.0 Contract Supplement Documents

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

1.1 Original Contract signed January 9<sup>th</sup>, 2023, and all documents referenced by Section 1.0 therein, including the County's RFP 22-102-SWM;

1.2 Supplement Project Information: Plans and Specifications showing date of revision May 2, 2023 titled 'DuPage County Campus Stormwater Pond Improvements Final Engineering Plans, Project No 211350, produced by V3 Companies (Attachment 1);

1.3 Project Proposal letter and Supporting Details to Develop Cost dated April 25, 2023; and

1.4 Project Specifications, produced by V3 Companies, file name: Specifications-County Campus Ponds 2023 0413, titled Special Provisions for DuPage County Campus Stormwater Pond Improvements, Wheaton, IL, dated May 2, 2023

2.0 Duration of this Contract

2.1 The Contract term shall be a thirty-one (31) month period beginning on May 23, 2023 and continuing through December 15, 2025.

3.0 Termination

3.1 Except as otherwise set forth in this *Agreement*, County shall have the right to terminate this *Agreement* for any cause or without cause Thirty (30) days after having served written Notice upon the contractor, except in the event of the Contractor's insolvency,

bankruptcy or Receivership, in which cast termination shall be Effective immediately upon receipt of notice.

3.2 Upon such termination, the liabilities of the parties to this *agreement* shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for Deliverables tendered prior to termination. There shall be no termination expense.

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

#### 4.0 Prices and Payment

4.1 The Contractor shall provide the required goods and or services described in the project information for the prices quoted on the Project Proposal.

4.2 The County shall make payment pursuant to the Illinois local government prompt payment act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois prevailing wage act.

#### 5.0 Amendments

5.1 The Contract may be amended by agreement of both parties.

5.2 All amendments will conform to state of Illinois Statutes and County procedures for change Orders.

#### 6.0 Contract Enforcement- Attorney's fees

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

#### 7.0 Severability Clause

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

#### 8.0 Governing Law and Venue

8.1 This Contract shall be governed by the laws of the state of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the Circuit Court for the Eighteenth Judicial Circuit in DuPage County, Illinois. Should any choice of law dispute arise, Illinois law will control.

#### 9.0 Entire Agreement




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

In witness, whereof, the parties set their hands and seals and of the date first written above.

**The County of DuPage, Illinois**

**Contractor**

By: \_\_\_\_\_  
Signature

  
By: \_\_\_\_\_  
Signature on file  
Signature

DEBORAH A. CONROY  
Printed Name

DAN DAVID  
Printed Name

CHAIR, DU PAGE COUNTY BOARD  
Printed title

President  
Printed Title

\_\_\_\_\_  
Date

5-23-2023  
Date



COUNTY	TOTAL SHEETS	SHEET NO.
DUPAGE	21	1
PROJECT NO. 211350		

# DUPAGE COUNTY CAMPUS STORMWATER POND IMPROVEMENTS FINAL ENGINEERING PLANS

## INDEX OF SHEETS

- 1 TITLE SHEET
- 2 GENERAL NOTES
- 3 EXISTING CONDITIONS - EAST FAIRGROUNDS POND
- 4 REMOVAL PLAN - EAST FAIRGROUNDS POND
- 5-6 GRADING PLAN - EAST FAIRGROUNDS POND
- 7 UTILITY PLAN - EAST FAIRGROUNDS POND
- 8 PAVING PLAN - EAST FAIRGROUNDS POND
- 9 EROSION CONTROL PLAN - EAST FAIRGROUNDS POND
- 10-11 PLANTING PLAN - EAST FAIRGROUNDS POND
- 12 REFERENCE: BATHYMETRIC SURVEY BY OTHERS - EAST FAIRGROUNDS POND
- 13 REFERENCE: 2001 PLAN (BY OTHERS) REFERENCE - EAST FAIRGROUNDS POND
- 14 SWPPP AND EROSION CONTROL NOTES
- 15-16 EROSION CONTROL DETAILS
- 17-21 CONSTRUCTION DETAILS

CITY OF WHEATON  
DUPAGE COUNTY, ILLINOIS

**OWNER:**  
DUPAGE COUNTY FACILITIES  
421 COUNTY FARM RD  
WHEATON, IL 60187

**CONTACT:**  
GEOFFREY MATTESON  
DUPAGE COUNTY FACILITIES MANAGEMENT  
630-407-5681

## BENCHMARKS

SOURCE: 2006 GEODETIC SURVEY MONUMENT

STATION DESIGNATION: BENCHMARK 0001  
ESTABLISHED BY: DUPAGE COUNTY  
DATE: JANUARY 2006  
PID: DK3249

ELEVATION: 727.89  
DATUM: NAVD 88

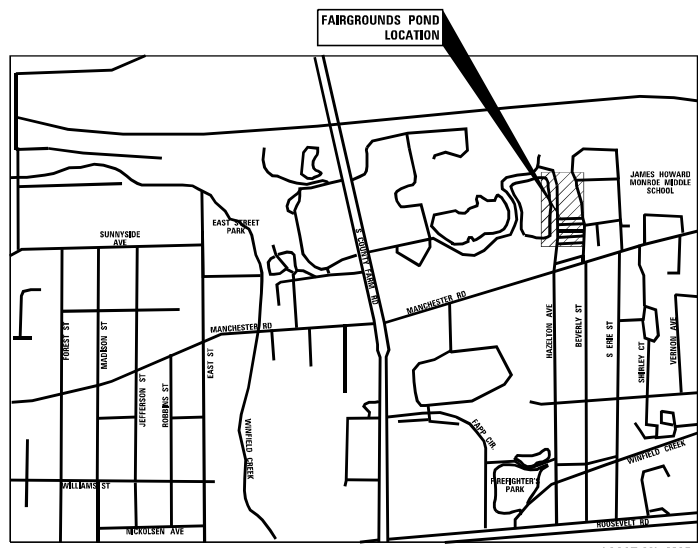
SOURCE: 2006 GEODETIC SURVEY MONUMENT

STATION DESIGNATION: BENCHMARK 0002  
ESTABLISHED BY: DUPAGE COUNTY  
DATE: JANUARY 2006  
PID: DK3250

ELEVATION: 726.06  
DATUM: NAVD 88

## LEGEND

- PR STORM SEWER
- PR STORM SEWER (BY OTHERS)
- PR MAJOR CONTOURS
- PR MINOR CONTOURS
- PR NWL / HWL
- PR TRENCH BOX
- PR DRAINAGE STRUCTURE (CLOSED LID / OPEN LID)
- PR DRAINAGE STRUCTURE, BY OTHERS (CLOSED LID / OPEN LID)
- PR FLARED END SECTION
- PR SIGN PANEL
- EX STORM SEWER
- EX MAJOR CONTOURS
- EX MINOR CONTOURS
- EX SANITARY SEWER
- EX WATER SERVICE LINE
- EX UNDERGROUND ELECTRIC
- EX UNDERGROUND GAS
- EX UNDERGROUND TELEPHONE
- EX OVERHEAD ELECTRIC
- EX PROPERTY BOUNDARY
- EX EDGE OF WATER
- EX FENCE LINE
- EX DRAINAGE STRUCTURE
- EX FLARED END SECTION
- EX DECIDUOUS TREE
- EX EVERGREEN TREE
- EX STUMP
- EX FIRE HYDRANT
- EX HANDHOLE
- EX POWER POLE
- EX COMMUNICATION BOX
- EX COMMUNICATION STRUCTURE
- EX WATER VALVE
- EX LIGHT POLE



LOCATION MAP  
NOT TO SCALE

FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES.

## PROFESSIONAL ENGINEER'S SIGN AND SEAL

JENNIFER N. H. MAERCKLEIN, P.E.  
#062-055729  
EXP. DATE:

J.U.L.I.E.  
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION  
1-800-892-0123  
OR 811

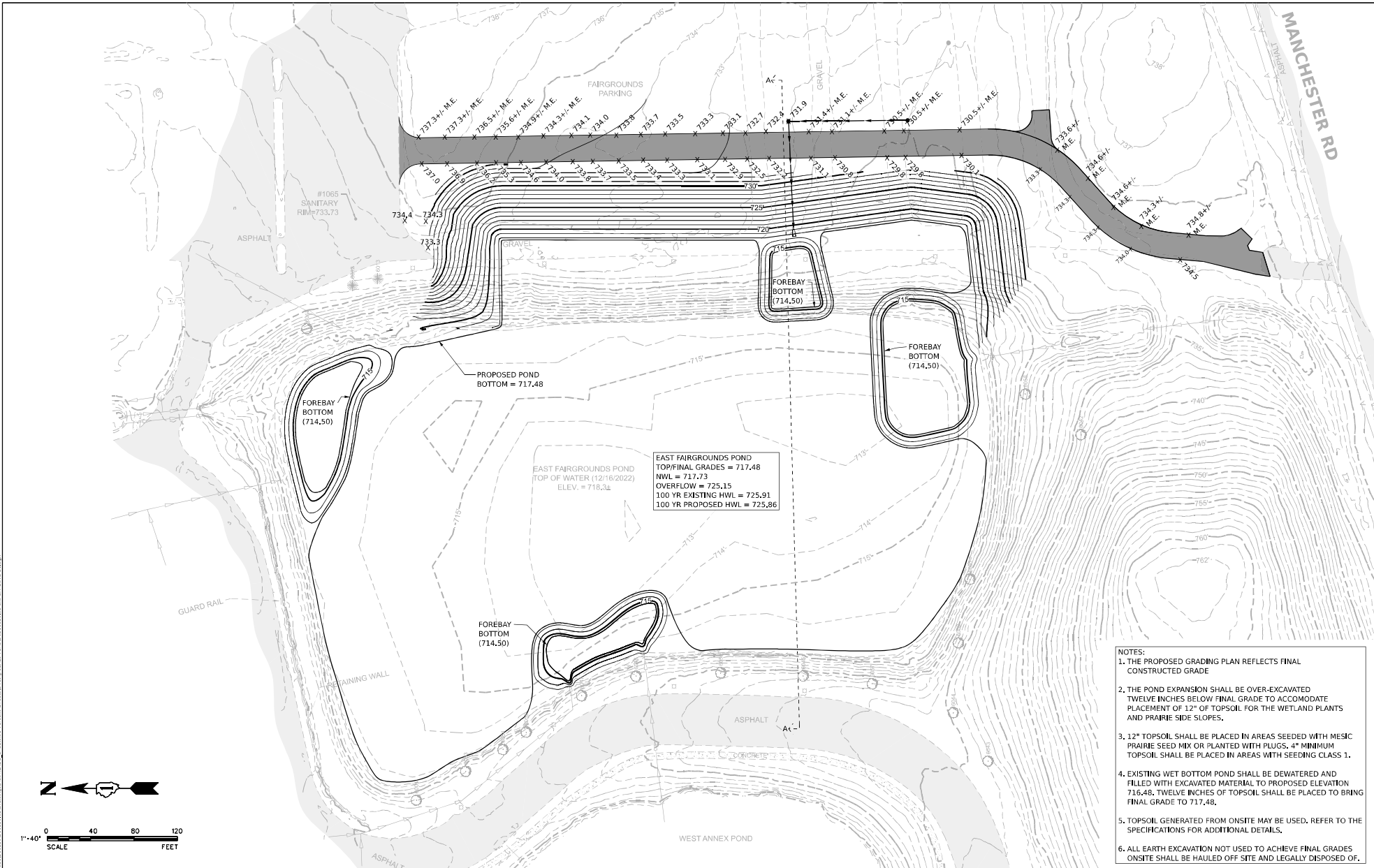
- DRAWING DATE: 04-10-2023
- REVISIONS:
- 4-14-2023 (PER DUPAGE COUNTY COMMENTS)
  - 4-18-2023 (PER DUPAGE COUNTY COMMENTS AND RECEIPT OF SURVEY)
  - 5-2-2023 (REMOVE SPOIL PILE)











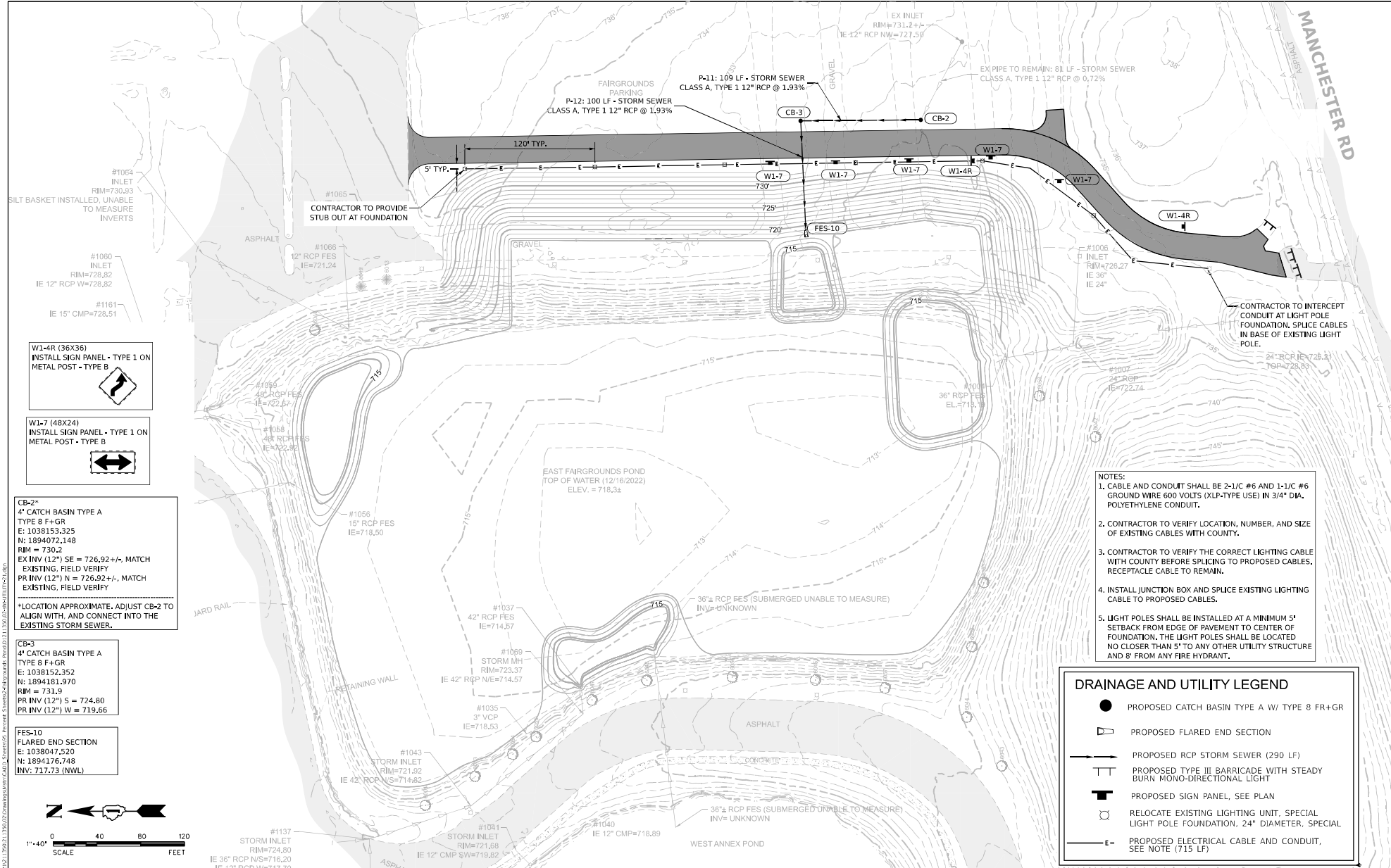
- NOTES:
1. THE PROPOSED GRADING PLAN REFLECTS FINAL CONSTRUCTED GRADE
  2. THE POND EXPANSION SHALL BE OVER-EXCAVATED TWELVE INCHES BELOW FINAL GRADE TO ACCOMMODATE PLACEMENT OF 12" OF TOPSOIL FOR THE WETLAND PLANTS AND PRAIRIE SIDE SLOPES.
  3. 12" TOPSOIL SHALL BE PLACED IN AREAS SEEDDED WITH MESIC PRAIRIE SEED MIX OR PLANTED WITH PLUGS, 4" MINIMUM TOPSOIL SHALL BE PLACED IN AREAS WITH SEEDING CLASS 1.
  4. EXISTING WET BOTTOM POND SHALL BE DEWATERED AND FILLED WITH EXCAVATED MATERIAL TO PROPOSED ELEVATION 715.48. TWELVE INCHES OF TOPSOIL SHALL BE PLACED TO BRING FINAL GRADE TO 717.48.
  5. TOPSOIL GENERATED FROM ONSITE MAY BE USED, REFER TO THE SPECIFICATIONS FOR ADDITIONAL DETAILS.
  6. ALL EARTH EXCAVATION NOT USED TO ACHIEVE FINAL GRADES ONSITE SHALL BE HAULED OFF SITE AND LEGALLY DISPOSED OF.

<b>DUPAGE COUNTY CAMPUS STORMWATER POND IMPROVEMENTS ENGINEERING PLANS</b>				<b>PROPOSED GRADING PLAN - FAIRGROUNDS POND</b>			
WINFIELD / WHEATON	ILLINOIS	SCALE: 1" = 40'	SHEET 1 OF 2 SHEETS	STA.	TO STA.	COUNTY	TOTAL SHEETS
						DUPAGE	21 5
						PROJECT NO. 211350	

<p>V3 Companies 7325 Armon Avenue Woodridge, IL 60517 630.724.9200 phone 630.724.9202 fax www.v3co.com</p>	USER NAME = cray	DESIGNED = CEB	REVISED = 5-2-2023	REVISED =
	PLOT SCALE =	DRAWN = CMR	REVISED =	REVISED =
	PLOT DATE = 5/1/2023	CHECKED = JNHM	REVISED =	REVISED =
		DATE =	REVISED =	REVISED =



MANCHESTER RD  
ASPHALT



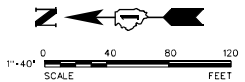
W1-4R (36X36)  
INSTALL SIGN PANEL - TYPE 1 ON METAL POST - TYPE B

W1-7 (48X24)  
INSTALL SIGN PANEL - TYPE 1 ON METAL POST - TYPE B

CB-2+  
4' CATCH BASIN TYPE A  
TYPE B FR+GR  
E: 1038153.325  
N: 1894072.148  
RIM = 730.2  
EX INV (12") SE = 726.92+/-, MATCH EXISTING, FIELD VERIFY  
PR INV (12") N = 726.92+/-, MATCH EXISTING, FIELD VERIFY  
\*LOCATION APPROXIMATE. ADJUST CB-2 TO ALIGN WITH, AND CONNECT INTO THE EXISTING STORM SEWER.

CB-3  
4' CATCH BASIN TYPE A  
TYPE B FR+GR  
E: 1038152.352  
N: 1894181.970  
RIM = 731.9  
PR INV (12") S = 724.80  
PR INV (12") W = 719.66

FES-10  
FLARED END SECTION  
E: 1038047.520  
N: 1894176.748  
INV: 717.73 (NWL)



- NOTES:**
- CABLE AND CONDUIT SHALL BE 2-1/C #6 AND 1-1/C #6 GROUND WIRE 600 VOLTS (XLP-TYPE USE) IN 3/4" DIA. POLYETHYLENE CONDUIT.
  - CONTRACTOR TO VERIFY LOCATION, NUMBER, AND SIZE OF EXISTING CABLES WITH COUNTY.
  - CONTRACTOR TO VERIFY THE CORRECT LIGHTING CABLE WITH COUNTY BEFORE SPLICING TO PROPOSED CABLES. RECEPTACLE CABLE TO REMAIN.
  - INSTALL JUNCTION BOX AND SPLICE EXISTING LIGHTING CABLE TO PROPOSED CABLES.
  - LIGHT POLES SHALL BE INSTALLED AT A MINIMUM 5' SETBACK FROM EDGE OF PAVEMENT TO CENTER OF FOUNDATION. THE LIGHT POLES SHALL BE LOCATED NO CLOSER THAN 5' TO ANY OTHER UTILITY STRUCTURE AND 8' FROM ANY FIRE HYDRANT.

**DRAINAGE AND UTILITY LEGEND**

- PROPOSED CATCH BASIN TYPE A W/ TYPE 8 FR+GR
- ▭ PROPOSED FLARED END SECTION
- PROPOSED RCP STORM SEWER (290 LF)
- TTT PROPOSED TYPE III BARRICADE WITH STEADY BURN MONO-DIRECTIONAL LIGHT
- PROPOSED SIGN PANEL, SEE PLAN
- RELOCATE EXISTING LIGHTING UNIT, SPECIAL LIGHT POLE FOUNDATION, 24" DIAMETER, SPECIAL
- PROPOSED ELECTRICAL CABLE AND CONDUIT, SEE NOTE (715 LF)

MODEL D:\proj\2013\1150\211350\dwg\plan\plan.dwg  
 PLOT DATE = 5/1/2023  
 USER NAME = cray  
 DESIGNED = CEB  
 DRAWN = CMR  
 CHECKED = JNMM  
 DATE =  
 REVISIONS: (none)  
 PROJECT NO. 211350



USER NAME	= cray	DESIGNED	= CEB	REVISIONS	(none)
FLARED END SECTION	E: 1038047.520	DRAWN	= CMR	REVISIONS	(none)
N: 1894176.748	INV: 717.73 (NWL)	CHECKED	= JNMM	REVISIONS	(none)
DATE	= 5/1/2023	DATE	=	REVISIONS	(none)

DESIGNED	= CEB	REVISIONS	(none)
DRAWN	= CMR	REVISIONS	(none)
CHECKED	= JNMM	REVISIONS	(none)
DATE	=	REVISIONS	(none)

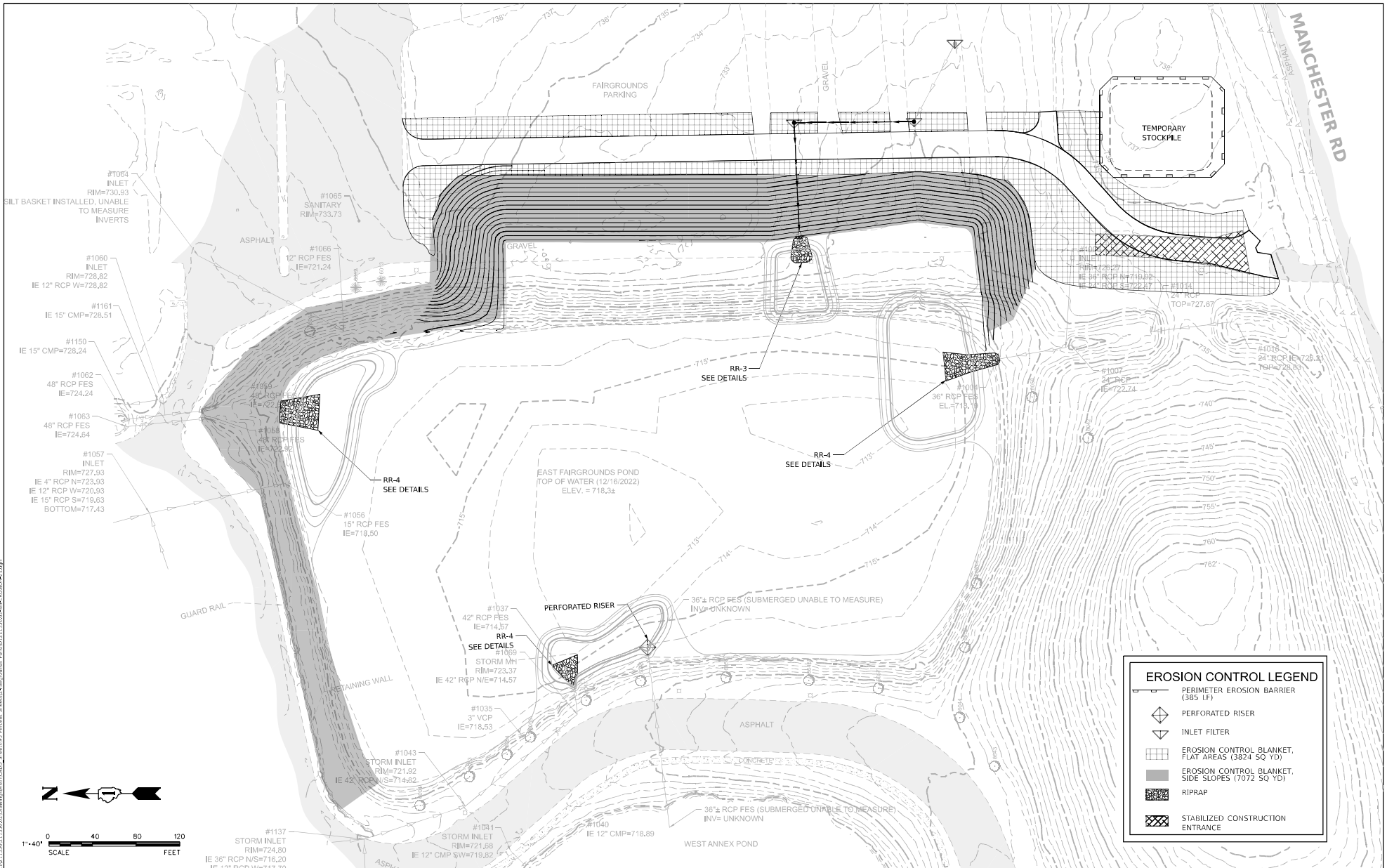
**DUPAGE COUNTY CAMPUS  
STORMWATER POND IMPROVEMENTS  
ENGINEERING PLANS**

WINFIELD / WHEATON ILLINOIS

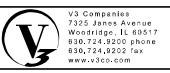
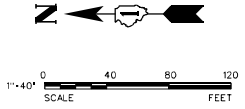
<b>PROPOSED UTILITY PLAN - FAIRGROUNDS POND</b>		COUNTY	TOTAL SHEETS	SHEET NO.
SCALE: 1" = 40'	SHEET 1 OF 1 SHEETS STA.	DUPAGE	21	7
TO STA.		PROJECT NO. 211350		







EROSION CONTROL LEGEND	
	PERIMETER EROSION BARRIER (385 LF)
	PERFORATED RISER
	INLET FILTER
	EROSION CONTROL BLANKET, FLAT AREAS (3824 SQ YD)
	EROSION CONTROL BLANKET, SIDE SLOPES (7072 SQ YD)
	RIPRAP
	STABILIZED CONSTRUCTION ENTRANCE



V3 Companies  
 7325 Arroyo Avenue  
 Woodridge, IL 60517  
 815.724.9200 phone  
 815.724.9202 fax  
 www.v3cc.com

USER NAME	DESIGNED	DRAWN	CHECKED	DATE
cray	CMR	CMR	JNMM	5/1/2023

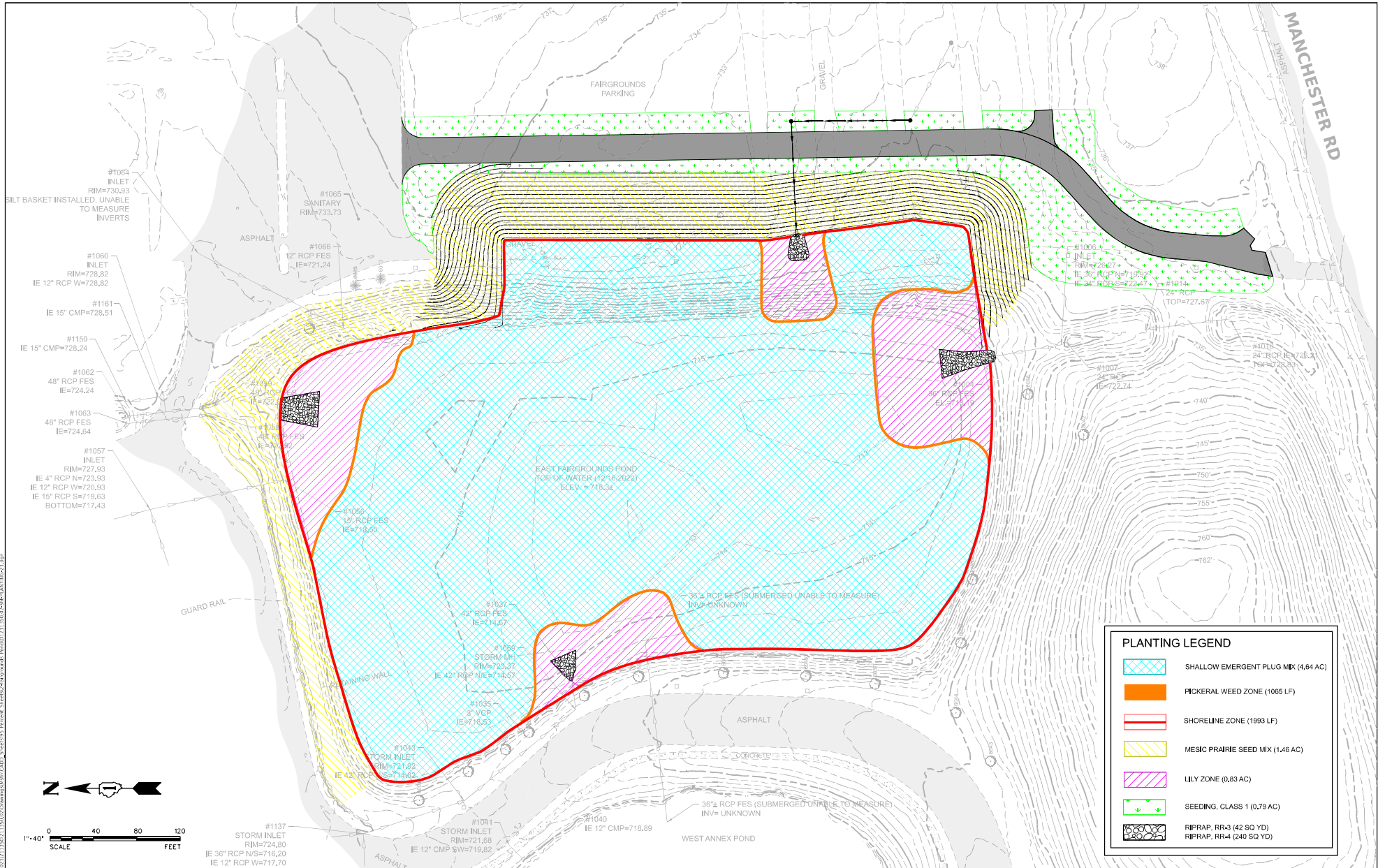
DUPAGE COUNTY CAMPUS  
 STORMWATER POND IMPROVEMENTS  
 ENGINEERING PLANS

ILLINOIS  
 SCALE: 1" = 40'  
 SHEET 1 OF 1 SHEETS STA. TO STA.

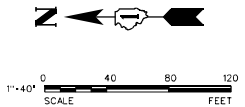
EROSION CONTROL PLAN - FAIRGROUNDS POND

COUNTY	TOTAL SHEETS	SHEET NO.
DUPAGE	21	9

PROJECT NO. 211350



PLANTING LEGEND	
	SHALLOW EMERGENT PLUG MX (4.64 AC)
	PICKERAL WEED ZONE (1065 LF)
	SHORELINE ZONE (1893 LF)
	MESIC PRAIRIE SEED MIX (1.16 AC)
	LILY ZONE (0.83 AC)
	SEEDING, CLASS 1 (0.79 AC)
	RIPRAP RR-3 (42 SQ YD) RIPRAP RR-4 (240 SQ YD)



V3 Companies  
7325 Arroyo Avenue  
Woodridge, IL 60517  
630.724.9200 phone  
630.724.9202 fax  
www.v3co.com

USER NAME	= cray
DESIGNED	- DJH
DRAWN	- CMR
CHECKED	- JNHM
DATE	= 5/1/2023

DESIGNED	- DJH	REVISED	-
DRAWN	- CMR	REVISED	-
CHECKED	- JNHM	REVISED	-
DATE	= 5/1/2023	REVISED	-

DUPAGE COUNTY CAMPUS  
STORMWATER POND IMPROVEMENTS  
ENGINEERING PLANS  
WINFIELD / WHEATON  
ILLINOIS

PLANTING PLAN -  
FAIRGROUNDS POND  
SCALE: 1" = 40'  
SHEET 1 OF 1 SHEETS STA. TO STA.

COUNTY	TOTAL SHEETS	SHEET NO.
DUPAGE	21	10
PROJECT NO. 211350		

**SEED MIXES FOR FAIRGROUNDS POND**

MESIC PRAIRIE SEED MIX (1.46 acres)				
Type	Species	Common Name	Seeding Rate (lbs/ac)	
Forbs	<i>Asclepias tuberosa</i>	Butterfly Weed	0.250	
	<i>Aster laevis</i>	Smooth Blue Aster	0.250	
	<i>Aster novae-angliae</i>	New England Aster	0.250	
	<i>Astragalus canadensis</i>	Canadian Milk Vetch	0.250	
	<i>Baptisia leucantha</i>	White Wild Indigo	0.250	
	<i>Cassia fasciculata</i>	Partridge Pea	0.250	
	<i>Coreopsis lanceolula</i>	Sand Coreopsis	0.125	
	<i>Coreopsis palmata</i>	Prairie Coreopsis	0.063	
	<i>Coreopsis tripteris</i>	Tall Coreopsis	0.125	
	<i>Desmodium illinoense</i>	Illinois Tick-Trefoil	0.125	
	<i>Echinacea pallida</i>	Pale Purple Coneflower	0.125	
	<i>Echinacea purpurea</i>	Broad-leaved Pur. Coneflower	0.313	
	<i>Eryngium yuccifolium</i>	Rattlesnake Master	0.125	
	<i>Euthamia graminifolia</i>	Grass-Leaved Goldenrod	0.125	
	<i>Helopsis helianthoides</i>	False Sunflower	0.188	
	<i>Monarda fistulosa</i>	Wild Bergamot	0.188	
	<i>Lespedeza capitata</i>	Round-Headed Bush Clover	0.125	
	<i>Parthenium integrifolium</i>	Wild Quinine	0.063	
	<i>Penstemon digitalis</i>	Foxglove Beard Tongue	0.188	
	<i>Dalea purpureum</i>	Purple Prairie Clover	0.125	
	<i>Dalea candidum</i>	White Prairie Clover	0.063	
	<i>Potentilla arguta</i>	Prairie Cinquifol	0.125	
	<i>Pycnanthemum virginianum</i>	Mountain Mint	0.188	
	<i>Ratibida pinnata</i>	Yellow Coneflower	0.250	
	<i>Rudbeckia hirta</i>	Black-eyed Susan	0.250	
	<i>Rudbeckia subtomentosa</i>	Sweet Black-eyed Susan	0.250	
	<i>Silphium integrifolium</i>	Rosin Weed	0.125	
	<i>Tradescantia ohioensis</i>	Ohio Spiderwort	0.125	
	<i>Verbena stricta</i>	Hoary Vervain	0.188	
	<i>Vernonia fasciculata</i>	Ironweed	0.188	
	<i>Zizia aurea</i>	Golden Alexanders	0.125	
		sub total	5.380	
	Grasses & Sedges	<i>Schizachyrium scoparius</i>	Little Bluestem	6.000
		<i>Andropogon gerardii</i>	Big Bluestem	1.500
		<i>Bouteloua curtipendula</i>	Side-oats Grama	6.000
<i>Carex bicknellii</i>		Bicknells Sedge	0.125	
<i>Carex brevior</i>		Shorter Sedge	0.125	
<i>Carex molesta</i>		Field Oval Sedge	0.125	
<i>Carex vulpinoidea</i>		Fox Sedge	0.250	
<i>Elymus canadensis</i>		Canada Wild Rye	3.000	
<i>Elymus virginicus</i>		Virginia Wild Rye	2.000	
<i>Spartina pectinata</i>		Prairie Cord Grass	0.375	
<i>Panicum virgatum</i>	Switch Grass	1.000		
	sub total	20.500		
	<b>Total Permanent Species:</b>	<b>25.880</b>		
Cover	<i>Avena sativa</i>	Seed Oats	32.000	

SHALLOW EMERGENT PLUG MIX (4.64 acres) (4,500 plugs per acre)		
Species	Common Name	Quantity
<i>Acorus calamus</i>	Sweet Flag	1,500
<i>Iris virginica shrevei</i>	Blue Flag	1,500
<i>Juncus effusus</i>	Soft Rush	1,500
<i>Pontederia cordata</i>	Pickereelweed	2,000
<i>Sagittaria latifolia</i>	Common Arrowhead	1,500
<i>Schoenoplectus fluviatilis</i>	River Bulrush	2,700
<i>Scirpus acutus</i>	Hardstem Bulrush	2,700
<i>Scirpus pungens</i>	Chairmaker's Rush	2,100
<i>Scirpus validus creber</i>	Great Bulrush	2,700
<i>Sparganium eurycarpum</i>	Bur Reed	2,700
<b>Total:</b>		<b>20,900</b>

PICKEREL WEED ZONE (1,065 LF)		
Species	Common Name	Quantity
<i>Pontederia cordata</i>	Pickereelweed	200
<b>Total:</b>		<b>200</b>

WHITE WATER LILY ZONE (0.83 acres)		
Species	Common Name	Quantity
<i>Nymphaea tuberosa</i>	White Water Lily	1,500
<b>Total:</b>		<b>1,500</b>

SHORELINE PLUG ROWS Plugs installed at toe of slope ~2' on center in two rows parallel with the shoreline (1,993LF)			
	Species	Common Name	Quantity
	<i>Carex lacustris</i>	Lake Sedge	250
	<i>Hibiscus laevis</i>	Halberd Leaved Rose Mallow	200
	<i>Iris virginica shrevei</i>	Blue Flag	200
	<i>Physostegia virginiana</i>	Obedient Plant	150
	<i>Scirpus validus creber</i>	Great Bulrush	200
	<b>Sub Total Plugs:</b>		<b>1,000</b>
Upper Shoreline Row	<i>Asclepias incarnata</i>	Swamp Milkweed	200
	<i>Carex emoryi</i>	Riverbank Sedge	200
	<i>Carex pellita</i>	Woolly Sedge	200
	<i>Liatris pycnostachya</i>	Prairie Blazing Star	150
	<i>Spartina pectinata</i>	Prairie Cord Grass	250
	<b>Sub Total Plugs:</b>		<b>1,000</b>
	<b>Total Plugs:</b>		<b>2,000</b>

**PERFORMANCE STANDARDS FOR PLANTING AT FAIRGROUNDS POND**

The following performance standards apply to the planting area at the Fairgrounds Pond. As performance standards are achieved, it is expected that the standard will be maintained until all performance standards are met. Performance standards apply to each vegetation zone separately. If the performance standards are not achieved, the permittee is responsible for correction of any deficiencies through further management activities, which may include replanting.

- Within 3 months of seed installation, at least 80% of the seeded areas (mesic prairie), as measured by aerial coverage, shall be vegetated. A minimum 90% vegetative coverage shall be achieved in the second year and maintained throughout, and at the end of, the three-year period for this area.
- At the end of the second growing season no areas (mesic prairie slopes) shall contain unvegetated areas greater than one square meter. This standard shall be maintained until sign off is achieved.
- At the end of the second growing season, relative coverage of non-native species in the stormwater area cannot exceed 75%. As such, relative coverage of natives shall be 25% or greater at the end of the second growing season. At the end of the third growing season, relative coverage of non-native species in the stormwater areas cannot exceed 25%. As such, relative coverage of natives shall be 75% or greater at the end of the third growing season.
- By the end of each growing season, the top three most dominant species based on relative coverage in each vegetation zone shall not be non-native. Examples of non-native species shall include, but not be limited to, the following: reed canary grass (*Phalaris arundinacea*); common reed (*Phragmites australis*); field thistle (*Cirsium arvense*); buckthorn (*Rhamnus* spp.); cattails (*Typha* spp.); teasel (*Dipsacus* spp.); purple loosestrife (*Lythrum salicaria*); clover (*Trifolium* spp.); and sweet clover (*Melilotus* spp.).
- At the end of the third growing season, 50% vegetative coverage or greater shall be achieved within the stormwater emergent planting zones.
- The stormwater areas shall not contain any rills greater than 3 inches wide and 3 inches deep throughout, and at the end, of the three-year period.
- A Floristic Quality Index (FQI) of 20 and a Coefficient of Conservatism value of 3.5 or greater shall be achieved by the end of the third growing season.

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 DATE: 5/1/2023

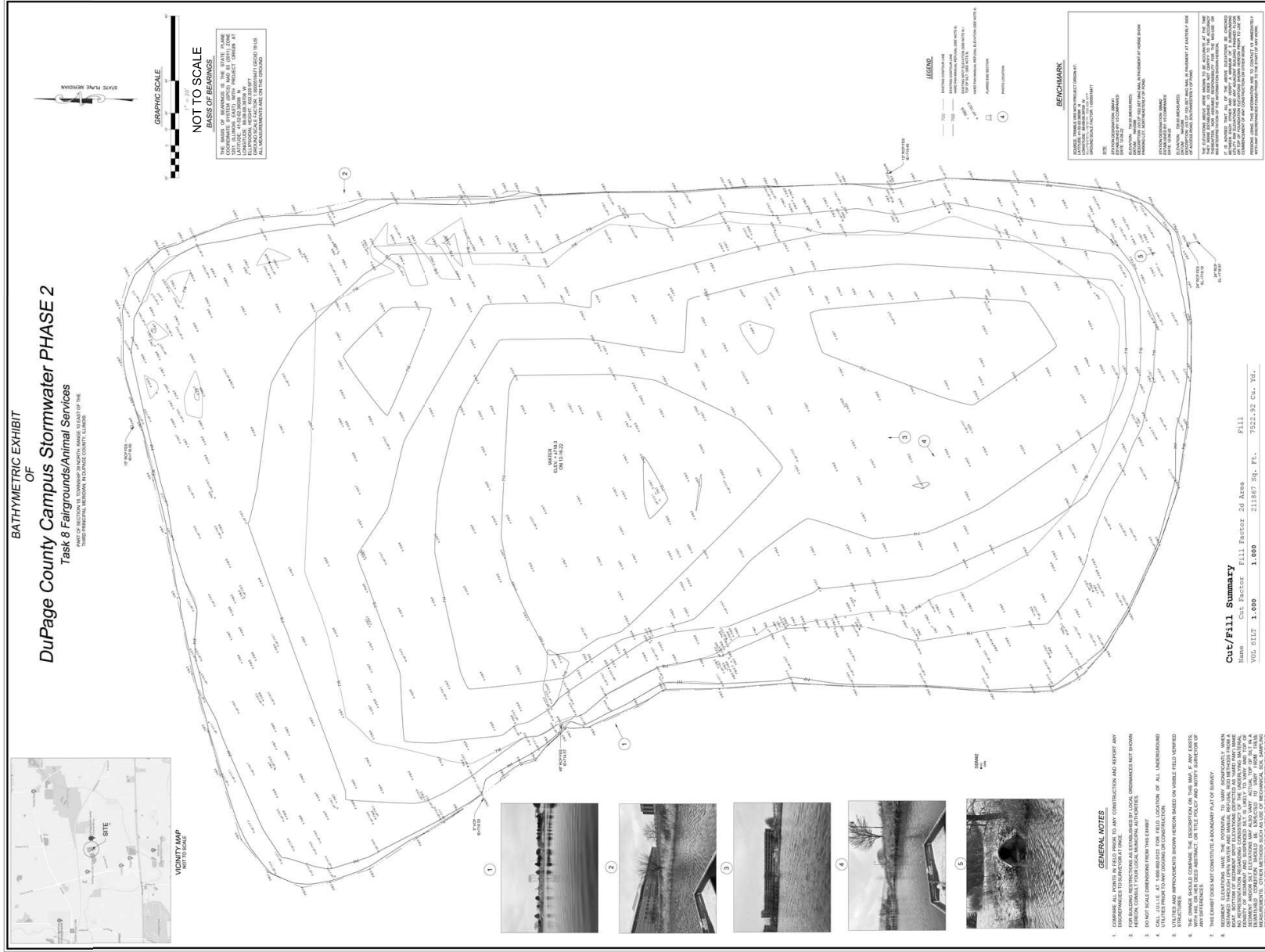
 V3 Companies 7325 Arroyo Avenue Woodridge, IL 60517 815.724.9700 phone 815.724.9702 fax www.v3co.com	USER NAME = jcr DESIGNED = DJJ DRAWN = CMR CHECKED = JNHM DATE =	REVISED = 4-14-2023 REVISED = 4-18-2023 REVISED = REVISED =	REVISED = REVISED = REVISED = REVISED =	<b>DUPAGE COUNTY CAMPUS                  STORMWATER POND IMPROVEMENTS                  ENGINEERING PLANS</b>	<b>PLANTING PLAN - FAIRGROUNDS POND                  PERFORMANCE STANDARDS</b>	COUNTY TOTAL SHEETS: 11 DUPAGE 21 11 PROJECT NO. 211350
	PLOT SCALE = PLOT DATE = 5/1/2023	DATE =	REVISED = REVISED =	REVISED = REVISED =	WINFIELD / WHEATON ILLINOIS SCALE: 1"=40' SHEET 2 OF 2 SHEETS STA. TO STA.	

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 PLOT DATE: 5/11/2023 11:50:31 AM  
 USER: cray



V3 Companies  
 7325 Arden Avenue  
 Woodridge, IL 60517  
 815.724.9200 phone  
 815.724.9202 fax  
 www.v3co.com

USER NAME	= cray	DESIGNED	-	REVISED	-	REVISED	-
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CHECKED	-	REVISIONS	-	REVISED	-	REVISED	-
DATE	= 5/11/2023	REVISIONS	-	REVISED	-	REVISED	-



**BATHYMETRIC EXHIBIT  
 OF  
 DuPage County Campus Stormwater PHASE 2  
 Task 8 Fairgrounds/Animal Services**

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, DISTRICT 11, 1300 S. BARKER ROAD, CHICAGO, IL 60605



VICINITY MAP  
 1:5000

GRAPHIC SCALE  
 NOT TO SCALE  
 BASIS OF BEARS

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**LEGEND**  
 EXISTING STRUCTURES  
 PROPOSED STRUCTURES  
 EXISTING ELEVATION  
 PROPOSED ELEVATION  
 PROPOSED CUT/FILL

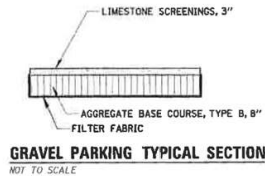
**BENCHMARK**  
 BENCHMARK NO. 211877  
 ELEVATION 7522.92  
 DATE 11/2022

**Cut/Fill Summary**

Sub	Cut Factor	Fill Factor	2d Area	Fill
WATER EXISTING ON SITE	1.000	1.000	211877 Sq. Ft.	7522.92 Cu. Yd.

- GENERAL NOTES**
- CONFORM TO ALL CITY, COUNTY AND STATE REQUIREMENTS TO ANY JURISDICTION AND BEHOLD ANY DISCREPANCIES TO ANY CITY, COUNTY OR STATE REQUIREMENTS.
  - FOR ALL CONSTRUCTION TO BE COMPLETED BY LOCAL JURISDICTIONS NOT SHOWN ON THIS EXHIBIT, THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS.
  - DO NOT SCALE DIMENSIONS FROM THIS EXHIBIT.
  - CALL LISTED AS NEAREST TO THE LOCATION OF ALL UNDERGROUND UTILITIES AND APPROXIMATE DEPTHS BASED ON AVAILABLE FIELD VERIFIED STRUCTURES.
  - THIS EXHIBIT DOES NOT CONSTITUTE A BENCHMARK PLAN OF SURVEY.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS.
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<b>ENGINEERS</b> Scientists Surveyors		7325 Arden Avenue Woodridge, IL 60517 815.724.9200 phone 815.724.9202 fax www.v3co.com		COUNTY TOTAL SHEETS DUPAGE 21 12	
PROJECT NO. 211350		SHEET NO. 12		PROJECT NO. 211350	
DRAWN BY: JPK CHECKED BY: JPK DATE: 5/11/2023		PRODUCT MANAGER: JPK DATE: 5/11/2023		SHEET NO. 12	
PROJECT NO. 211350		SHEET NO. 12		SHEET NO. 12	

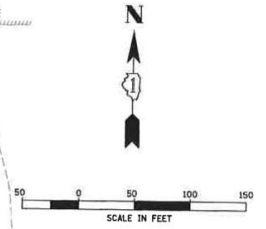
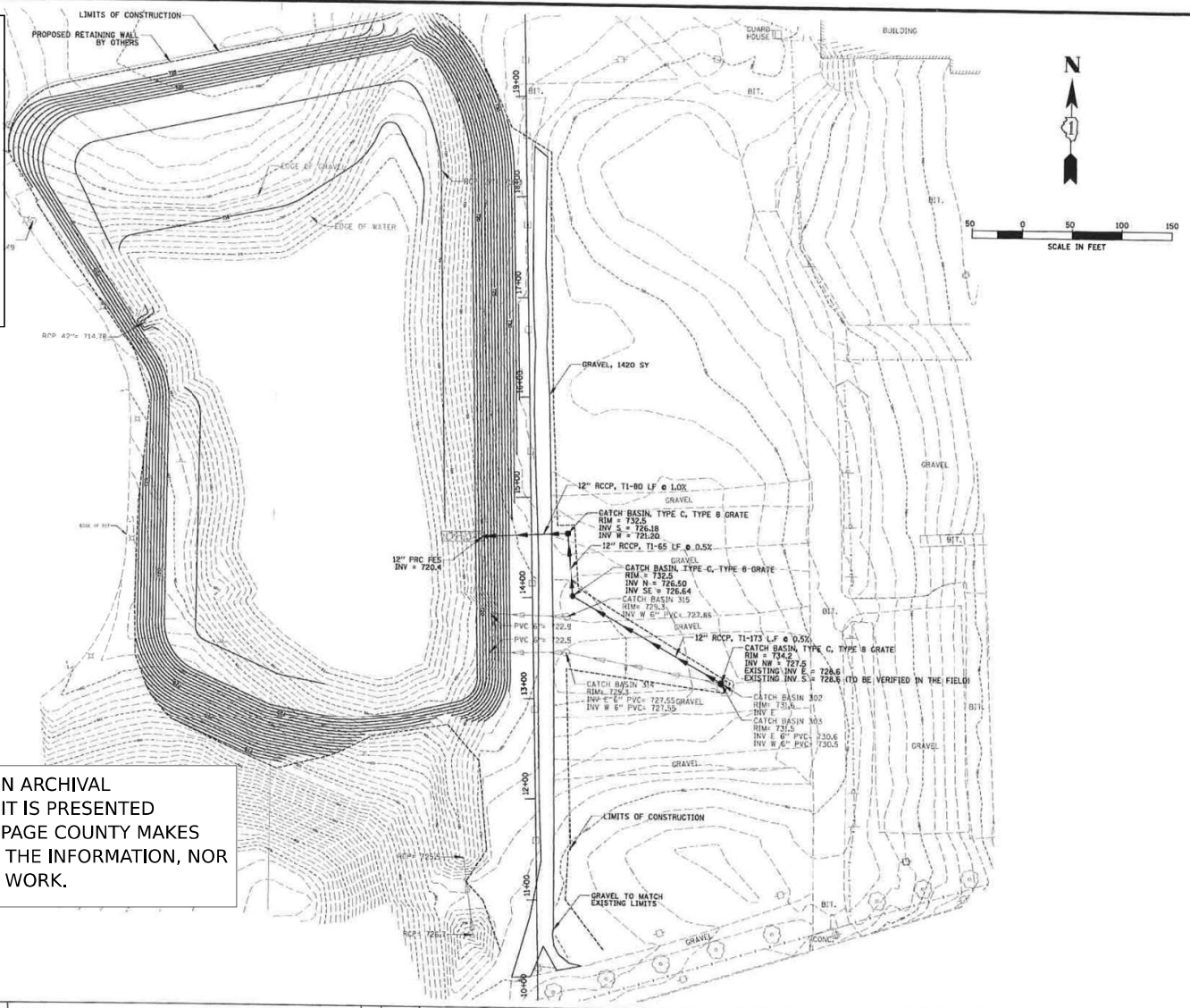


DETAIL PROVIDED FROM DRAWING S-1 OF THE SAME RETENTION BASIN RECONFIGURATION (EAST POND) PLAN SET, 2/12/01. PROVIDED FOR REFERENCE.

	EXISTING CONDITIONS	PROPOSED CONDITIONS
NWL (F+NGVD)	717.7	717.7
DESIGN NWL (F+NGVD)	726.0	726.0
STORAGE AT DESIGN HWL (SQFT=FEET <sup>2</sup> )	30.8	45.0
STORAGE ALLOCATED FOR FUTURE PROJECTS BELOW ELEVATION 726.0 (SQFT=FEET <sup>2</sup> )	0	14.2

**REFERENCE ONLY - NOT TO SCALE**

THIS REFERENCE DRAWING IS BASED UPON ARCHIVAL DATA IN POSSESSION BY DUPAGE COUNTY. IT IS PRESENTED SOLELY FOR INFORMATION PURPOSES. DUPAGE COUNTY MAKES NO GUARANTEE AS TO THE ACCURACY OF THE INFORMATION, NOR IS IT TO BE USED TO EXECUTE CONTRACT WORK.



**CB** CHRISTOPHER B. BURKE ENGINEERING LTD.  
9575 West Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-0500

CLIENT: **DUPAGE COUNTY**  
DEPARTMENT OF DEVELOPMENT AND STORMWATER

NO.	DATE	NATURE OF REVISION	CHKD.	DATE
1	02/25/01	PER CITY REVIEW	JES	
2	1/24/01	PER DUPAGE COUNTY/CITY OF WHEATON REVIEW	LMP	
FILE NAME: r:\RDG\DU\DU\89-030\DESIGN\GR89-030.PLN				

TITLE: **RETENTION BASIN RECONFIGURATION (EAST POND) GRADING PLAN**

PROJECT NO. 89-030  
SHEET 5 OF 12  
DRAWING NO. C-3



V3 Companies  
7325 Jonon Avenue  
Woodridge, IL 60517  
630.724.9200 phone  
630.724.9202 fax  
www.v3cc.com

USER NAME	DESIGNED	REVISD	REVISD
DRAWN	CHECKED	REVISD	REVISD
DATE	DATE	DATE	DATE

DUPAGE COUNTY CAMPUS  
STORMWATER POND IMPROVEMENTS  
ENGINEERING PLANS

REFERENCE: EAST FAIRGROUNDS POND  
2001 DESIGN PLAN BY OTHERS

COUNTY	TOTAL SHEETS	SHEET NO.
DUPAGE	21	13
PROJECT NO. 211350		

**STORM WATER POLLUTION PREVENTION PLAN NOTES**

THIS PLAN HAS BEEN PREPARED TO COMPLY WITH THE NPDES PERMIT NUMBER ILR10, ISSUED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA) FOR STORMWATER DISCHARGES FROM CONSTRUCTION SITE ACTIVITIES.

THE PERMITTEE MUST COMPLY WITH ALL CONDITIONS OF THE GENERAL PERMIT. ANY NON-COMPLIANCE CONSTITUTES A VIOLATION OF THE IEPA ACT AND THE CLEAN WATER ACT AND CAN BE GROUNDS FOR ENFORCEMENT ACTION, PERMIT REVOCATION, MODIFICATION, RE-ISSUANCE, TERMINATION, OR DENIAL OF A PERMIT RENEWAL.

**1. SITE DESCRIPTION**

THE PROJECT WILL INCLUDE STORM SEWER INSTALLATION, PAVEMENT RESTORATION, REGRADING, AND OTHER MINOR IMPROVEMENTS ASSOCIATED WITH THE PROPOSED WORK. THE PROPOSED WORK WILL BE COMPLETED ON THE DUPAGE COUNTY GOVERNMENT CAMPUS ALONG MANCHESTER ROAD IN WHEATON, IL.

**2. CONSTRUCTION SEQUENCE**

A. INSTALLATION OF ALL THE FOLLOWING EROSION CONTROL MEASURES:

1. PIPE AND INLET PROTECTION
2. STABILIZED CONSTRUCTION ENTRANCE
3. PERIMETER EROSION BARRIER
4. GRADING TO EXCAVATE PONDS

B. INSTALLATION OF PROPOSED STORM SEWER

C. PROPOSED PAVEMENT IMPROVEMENTS

D. REMOVAL OF REMAINING EROSION CONTROL ITEMS

**3. CONTROLS**

TEMPORARY STORM WATER POLLUTION PREVENTION MEASURES INTEGRATED INTO THE SITE PLAN INCLUDE THE INSTALLATION OF PIPE PROTECTION AND TEMPORARY STABILIZATION.

EROSION AND SEDIMENT CONTROLS WERE DESIGNED TO:

- A. CONTROL STORM WATER VOLUME AND VELOCITY WITHIN THE SITE TO MINIMIZE SOIL EROSION;
- B. CONTROL STORM WATER DISCHARGES, INCLUDING BOTH PEAK FLOW RATES AND TOTAL STORM WATER VOLUME, TO MINIMIZE EROSION AT OUTLETS AND TO MINIMIZE DOWNSTREAM CHANNEL AND STREAM BANK EROSION;
- C. MINIMIZE THE AMOUNT OF SOIL EXPOSED DURING CONSTRUCTION ACTIVITY;
- D. MINIMIZE THE DISTURBANCE OF STEEP SLOPES;
- E. MINIMIZE SEDIMENT DISCHARGES FROM THE SITE, THE DESIGN, INSTALLATION AND MAINTENANCE OF EROSION AND SEDIMENT CONTROLS MUST ADDRESS FACTORS SUCH AS THE AMOUNT, FREQUENCY, INTENSITY AND DURATION OF PRECIPITATION, THE NATURE OF RESULTING STORM WATER RUNOFF, AND SOIL CHARACTERISTICS, INCLUDING THE RANGE OF SOIL PARTICLE SIZES EXPECTED TO BE PRESENT ON THE SITE;
- F. PROVIDE AND MAINTAIN NATURAL BUFFERS AROUND SURFACE WATERS, DIRECT STORM WATER TO VEGETATED AREAS TO INCREASE SEDIMENT REMOVAL AND MAXIMIZE STORM WATER INFILTRATION, UNLESS INFEASIBLE;
- G. MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL.

THE LOCATIONS AND SPECIFICATIONS OF ALL TEMPORARY MEASURES ARE SHOWN ON THE STORM WATER POLLUTION PREVENTION PLAN SHEETS LOCATED AT THE END OF THIS SECTION. THESE MEASURES WILL BE INSTALLED IN ACCORDANCE WITH THE CONSTRUCTION SEQUENCE PREVIOUSLY OUTLINED.

**STABILIZATION AND STRUCTURAL PRACTICES**

SEVERAL STABILIZATION AND STRUCTURAL PRACTICES HAVE BEEN SELECTED FOR THIS PROJECT TO MINIMIZE EROSION AND THE TRANSPORT OF SEDIMENT FROM THE PROJECT SITE TO OFFSITE AREAS AND RECEIVING WATERS. THESE CONTROLS SHALL BE ACTIVELY MAINTAINED UNTIL FINAL STABILIZATION OF THOSE PORTIONS OF THE SITE UPWARD OF THE PERIMETER CONTROL. THESE PRACTICES INCLUDE:

WORK SHALL BE CONDUCTED IN A MANNER THAT WILL NOT RESULT IN THE GENERATION OF EXCESSIVE AIR BORNE PARTICULATE MATTER OR NUISANCE DUST CONDITIONS.

DUST CONTROL MEASURES MUST BE IMPLEMENTED AT ALL TIMES DURING THE DURATION OF THE PROJECT, INCLUDING NON-WORKING HOURS, WEEKENDS, AND HOLIDAYS AND ARE REQUIRED UNTIL GROUND COVER HAS BEEN ESTABLISHED. COMMON DUST CONTROL MEASURES INCLUDE IRRIGATION OF THE SOIL ON DRY WINDY DAYS, THE USE OF MULCH, VEGETATIVE COVERS, SPRAY-ON ADHESIVES, BARRIERS, OR STONE.

UPON CONSTRUCTION OF THE STORM SEWER SYSTEM, PIPE PROTECTION AND INLET BASKET FILTERS SHALL BE INSTALLED, PIPE PROTECTION AND INLET BASKET FILTERS IN STORM SEWER STRUCTURES TO BE REMOVED SHALL BE MAINTAINED UNTIL THEIR REMOVAL.

ALL DISTURBED AREAS OF THE SITE SHALL BE BROUGHT TO FINAL GRADE, RESPREAD WITH TOPSOIL AND ESTABLISHED WITH PERMANENT VEGETATION AS SOON AS PRACTICABLE.

STABILIZATION ACTIVITIES SHALL BEGIN WITHIN 1 BUSINESS DAY FOR ANY UN-VEGETATED AREAS THAT ARE SCHEDULED (OR ARE LIKELY) TO BE LEFT INACTIVE FOR FOURTEEN (14) DAYS OR MORE. THE AREAS SHALL BE STABILIZED WITH MEASURES APPROPRIATE FOR THE SEASON TO MINIMIZE EROSION POTENTIAL. STABILIZATION SHALL BE COMPLETED WITHIN 14 DAYS.

DISTURBED AREAS OF THE SITE SHALL BE GRADED TO DRAIN TO THE STORM SEWER SYSTEM OR POND.

IF SEDIMENT IS ACCIDENTALLY TRANSPORTED ONTO THE STREET IT WILL BE REMOVED FROM THE STREET SURFACE ON A DAILY BASIS.

EXCEPT WHERE MODIFIED ON THIS PLAN, ALL WORK PROPOSED HEREON SHALL BE IN ACCORDANCE WITH DUPAGE COUNTY FLOOD PLAIN AND STORMWATER ORDINANCE AND THE REQUIREMENTS CONTAINED IN ILLINOIS ENVIRONMENTAL PROTECTION AGENCY'S ILLINOIS URBAN MANUAL, LATEST EDITION. IN THE EVENT OF CONFLICTING SPECIFICATIONS WITH REGARD TO SITEWORK ISSUES DESIGNED BY THE ENGINEER, THE MORE STRINGENT REQUIREMENT SHALL GOVERN.

**4. STANDARD NOTES:**

- A. UNLESS OTHERWISE INDICATED, ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CONDUCTED IN ACCORDANCE WITH MINIMUM STANDARDS AND SPECIFICATIONS IN THE MOST RECENT EDITION OF THE ILLINOIS URBAN MANUAL.
- B. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.
- C. PRIOR TO COMMENCING LAND-DISTURBING ACTIVITIES IN AREAS OTHER THAN INDICATED ON THESE PLANS (INCLUDING BUT NOT LIMITED TO, ADDITIONAL PHASES OF DEVELOPMENT AND OFF-SITE BORROW OR WASTE AREAS) A SUPPLEMENTARY EROSION CONTROL PLAN SHALL BE SUBMITTED TO THE OWNER FOR REVIEW.
- D. DURING DEWATERING OPERATIONS, WATER WILL BE PUMPED INTO SEDIMENT BASINS OR SILT TRAPS. DEWATERING DIRECTLY INTO FIELD TILES OR STORMWATER STRUCTURES OR WEST ANNEX POND IS PROHIBITED.
- E. IT IS THE RESPONSIBILITY OF THE LAND OWNER AND/OR CONTRACTOR TO INFORM ANY SUB-CONTRACTOR(S) WHO MAY PERFORM WORK ON THIS PROJECT OF THE REQUIREMENTS IN IMPLEMENTING AND MAINTAINING THESE EROSION CONTROL PLANS AND THE NATIONAL POLLUTANT DISCHARGE SYSTEM (NPDES) PERMIT REQUIREMENTS SET FORTH BY THE ILLINOIS EPA.
- F. THE IMPACT OF THE CONSTRUCTION PROJECT SHALL BE A PRIORITY FOR ALL WEEKLY AND POST-STORM INSPECTIONS.
- G. STABILIZATION MEASURES SHALL BE IN PLACE AT THE CONCLUSION OF EACH WORK DAY.
- H. ALL RIP-RAP SHALL BE SUFFICIENTLY CLEANED OF FINES PRIOR TO PLACING.

**5. MAINTENANCE**

(I) THE CONTRACTOR SHALL MAINTAIN THE SEDIMENT AND EROSION CONTROL MEASURES IDENTIFIED ON THIS PLAN UNTIL THE SITE IS STABILIZED. ITEMS IN NEED OF REPAIR SHALL BE ADDRESSED AS SOON AS PRACTICABLE. MAINTENANCE ITEMS INCLUDE SHORE LINES AND VEGETATION THROUGHOUT THE SITE.

**6. INSPECTIONS**

A. QUALIFIED PERSONNEL (PROVIDED BY THE PERMITTEE) SHALL INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED, STRUCTURAL CONTROL MEASURES, AND LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES OR GREATER OR EQUIVALENT SNOWFALL. QUALIFIED PERSONNEL MEANS A PERSON KNOWLEDGEABLE IN THE PRINCIPLES AND PRACTICE OF EROSION AND SEDIMENT CONTROLS, SUCH AS A LICENSED PROFESSIONAL ENGINEER OR OTHER KNOWLEDGEABLE PERSON WHO POSSESSES THE SKILLS TO ASSESS CONDITIONS AT THE CONSTRUCTION SITE THAT COULD IMPACT STORM WATER QUALITY AND TO ASSESS THE EFFECTIVENESS OF ANY SEDIMENT AND EROSION CONTROL MEASURES SELECTED TO CONTROL THE QUALITY OF STORM WATER DISCHARGES FROM THE CONSTRUCTION ACTIVITIES.

B. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM. EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFFSITE SEDIMENT TRACKING.

C. BASED ON THE RESULTS OF THE INSPECTION, THE DESCRIPTION OF POTENTIAL POLLUTANT SOURCES IDENTIFIED IN THE PLAN IN ACCORDANCE WITH PARAGRAPH 1 (SITE DESCRIPTION) OF THESE NOTES AND POLLUTION PREVENTION MEASURES IDENTIFIED IN THE PLAN IN ACCORDANCE WITH PARAGRAPH 2 (CONTROLS) OF THESE NOTES SHALL BE REVISED AS APPROPRIATE AS SOON AS PRACTICABLE AFTER SUCH INSPECTION, SUCH MODIFICATIONS SHALL PROVIDE FOR TIMELY IMPLEMENTATION OF ANY CHANGES TO THE PLAN WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.

D. A REPORT SUMMARIZING THE SCOPE OF THE INSPECTION, NAME(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION, THE DATE(S) OF THE INSPECTION, MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN, AND ACTIONS TAKEN IN ACCORDANCE WITH PARAGRAPH 5 ABOVE SHALL BE MADE AND RETAINED AS PART OF THE STORM WATER POLLUTION PREVENTION PLAN FOR AT LEAST THREE YEARS FROM THE DATE THAT THE PERMIT COVERAGE EXPIRES OR IS TERMINATED. THE REPORT SHALL BE SIGNED BY THE PERMITTEE.

E. THE PERMITTEE SHALL COMPLETE AND SUBMIT WITHIN 5 DAYS AN "INCIDENCE OF NONCOMPLIANCE" (ION) REPORT FOR ANY VIOLATION OF THE STORM WATER POLLUTION PREVENTION PLAN OBSERVED DURING AN INSPECTION CONDUCTED, INCLUDING THOSE NOT REQUIRED BY THE PLAN. SUBMISSION SHALL BE ON FORMS PROVIDED BY THE AGENCY AND INCLUDE SPECIFIC INFORMATION ON THE CAUSE OF NONCOMPLIANCE, ACTIONS WHICH WERE TAKEN TO PREVENT ANY FURTHER CAUSES OF NONCOMPLIANCE, AND A STATEMENT DETAILING ANY ENVIRONMENTAL IMPACT WHICH MAY HAVE RESULTED FROM THE NONCOMPLIANCE.

F. ALL REPORTS OF NONCOMPLIANCE SHALL BE SIGNED BY THE PERMITTEE.

G. REPORTS OF NONCOMPLIANCE SHALL BE MAILED TO THE AGENCY AT THE FOLLOWING ADDRESS:

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY  
DIVISION OF WATER POLLUTION CONTROL  
COMPLIANCE ASSURANCE SECTION  
1021 NORTH GRAND AVENUE EAST  
POST OFFICE BOX 19276  
SPRINGFIELD, ILLINOIS 62794-9276

**7. NON-STORM WATER DISCHARGES**

THE FOLLOWING SOURCES OF NON-STORMWATER MAY BE COMBINED WITH STORMWATER DISCHARGES ASSOCIATED WITH THE INDUSTRIAL ACTIVITY ADDRESSED IN THIS PLAN.

- \*FIRE FIGHTING ACTIVITIES
- \*WATER MAIN HYDRANT FLUSHING
- \*WATERING FOR DUST CONTROL
- \*IRRIGATION DRAINAGE FOR VEGETATIVE GROWTH
- \*WASH WATER WHERE DETERGENTS ARE NOT USED.
- \*UNCONTAMINATED GROUND WATER

NON-FIRE FIGHTING DISCHARGES FROM WATER MAINS AND PUMPS SHALL NOT BE PERMITTED TO FLOW DIRECTLY ONTO THE SOIL WITHOUT ENERGY DISSIPATORS SUFFICIENT TO REDUCE VELOCITIES TO A NON-EROSIVE RATE. ALL SITE DEWATERING, INCLUDING PUMP DISCHARGE SHALL PASS THROUGH SEDIMENT CONTROL DEVICES PRIOR TO LEAVING THE SITE.

**8. RETENTION OF RECORDS**

- A. THE PERMITTEE SHALL RETAIN COPIES OF STORM WATER POLLUTION PREVENTION PLANS AND ALL REPORTS AND NOTICES REQUIRED BY THIS PERMIT, AND RECORDS OF ALL DATA USED TO COMPLETE THE NOTICE OF INTENT TO BE COVERED BY THIS PERMIT, FOR A PERIODS OF AT LEAST THREE YEARS FROM THE DATE THAT THE PERMIT COVERAGE EXPIRES OR IS TERMINATED. THIS PERIOD MAY BE EXTENDED BY REQUEST OF THE AGENCY AT ANY TIME.
- B. THE PERMITTEE SHALL RETAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN REQUIRED BY THIS PERMIT AT THE CONSTRUCTION SITE FROM THE DATE OF PROJECT INITIATION TO THE DATE OF FINAL STABILIZATION.

9. NOTICE OF TERMINATION, UPON FINAL STABILIZATION OF THE SITE THE PERMITTEE SHALL SUBMIT A COMPLETED NOTICE OF TERMINATION IN ACCORDANCE WITH NPDES PERMIT NO. ILR10.

10. CERTIFICATION STATEMENT, THE FOLLOWING STATEMENT SHALL BE SIGNED PRIOR TO ANY WORK AUTHORIZED BY NPDES PERMIT NO. ILR10 IS PERFORMED AT THE SITE. THE UNDERSIGNED IS RESPONSIBLE FOR IMPLEMENTATION OF ALL MEASURES IDENTIFIED ON THIS PLAN.

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT (ILR10) THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

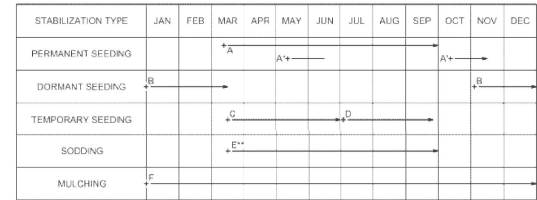
BY \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_



- A. KENTUCKY BLUEGRASS 90 LBS/ACRIF MIXED WITH PERENNIAL RYEGRASS 30 LBS/ACRE
- B. NATIVE SEEDING
- C. SPRING OATS 100 LBS/ACRIF
- D. WHEAT OR CEREAL RYE 150 LBS/ACRE
- E. SOD
- F. STRAW MULCH 2 TONS/ACRE
- \* IRRIGATION NEEDED DURING JUNE AND JULY
- \*\* IRRIGATION NEEDED FOR 2 TO 3 WEEKS AFTER APPLYING SOD

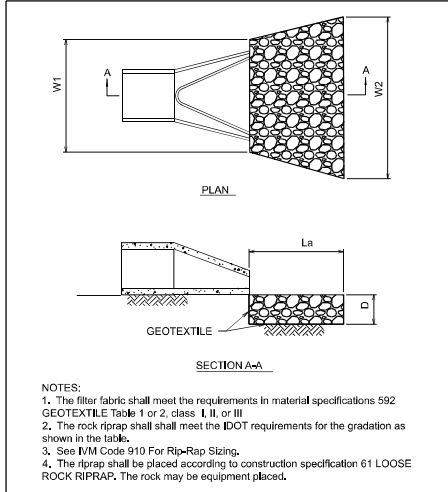
**SOIL STABILIZATION CHART**

**11. DEWATERING NOTES**

1. CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING EXISTING FAIRGROUNDS BASIN. A DEWATERING PLAN SHALL BE PREPARED AND SUBMITTED TO OWNER AND ENGINEER FOR APPROVAL PRIOR TO STARTING ANY DEWATERING ACTIVITIES.
2. DEWATERING PLAN SHALL INCLUDE PUMP SIZES, FLOW RATES, INTAKE AND DISCHARGE LOCATIONS, AND ALL SEDIMENT AND EROSION CONTROL MEASURES.
3. DEWATERING ACTIVITIES SHALL FOLLOW IUM PRACTICE STANDARD 813 AND ANY LOCAL OR COUNTY REQUIREMENTS.
4. THE FOLLOWING DEWATERING CONTROLS SHALL BE CONSIDERED FOR DEPLOYMENT AND IMPLEMENTATION WHEN THIS SITUATION EXISTS (THIS LIST IS NOT EXHAUSTIVE OTHER PRODUCTS OR DEVICES MAY BE CONSIDERED FOR DEPLOYMENT):
  - FLOATED PUMP INTAKES/SUMP PITS
  - PRELIMINARY SEDIMENT SETTLING TANKS/COLLECTION AREAS
  - FILTER BAGS
  - SECONDARY CONTAINMENT DOWNSTREAM OF FILTER BAG

FILTERED CLEAR WATER SHALL BE DISCHARGED ONTO A STABILIZED SURFACE THAT PREVENTS OR SIGNIFICANTLY MINIMIZES NEW EROSION OR SEDIMENTATION AT THE PUMP DISCHARGE LOCATION(S).

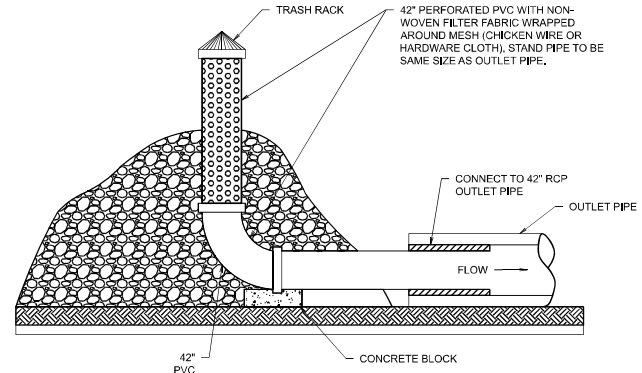
<p>V3 Companies 7325 Arden Avenue Woodridge, IL 60517 630.724.9200 phone 630.724.9202 fax www.v3co.com</p>	USER NAME = croy DESIGNED - _____ DRAWN - _____ CHECKED - JNHM DATE = 5/1/2023	REVISED - _____ REVISED - _____ REVISED - _____ REVISED - _____	DUPAGE COUNTY CAMPUS STORMWATER POND IMPROVEMENTS ENGINEERING PLANS WHEELER/WHEATON ILLINOIS	EROSION CONTROL AND SWPPP NOTES SCALE: SHEET 1 OF 1 SHEETS STA. _____ TO STA. _____	COUNTY TOTAL SHEET NO. 21 14 DUPAGE CONTRACT NO. 211380
	ILLINOIS			SHEET 1 OF 1 SHEETS STA. _____ TO STA. _____	



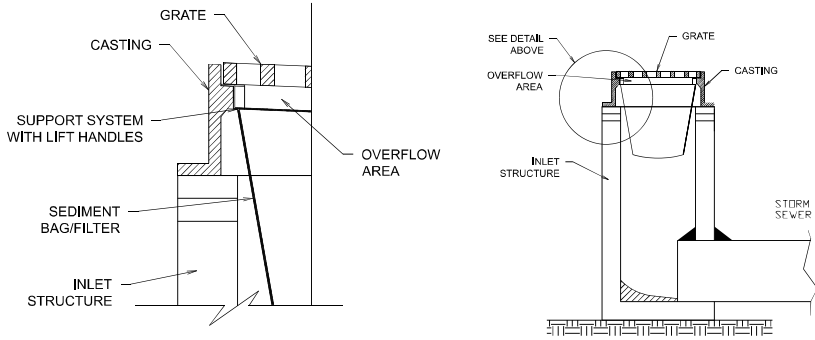
LOCATION	RR SIZE	La	W1	W2	D
FES-10	RR-3	10'	3'	11'	15"
EX. N. DITCH (EAST POND)	RR-4	35'	20'	35'	20"
EX. S. 36" PIPE (EAST POND)	RR-4	24'	9'	27'	20"
EX. W. 42" PIPE (EAST POND)	RR-4	22'	11'	26'	20"

**ROCK PROTECTION AT PIPE OUTLET, N.T.S.**

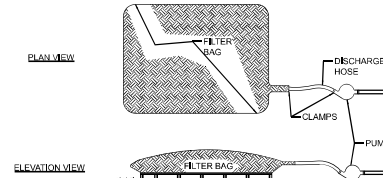
**TABLE OF VALUES FOR ROCK PROTECTION**



**TEMPORARY PERFORATED RISER, N.T.S.**



**INLET FILTERS, N.T.S.**



**NOTE:** FILTER BAG SHALL BE PLACED ON A WELL VEGETATED GRASSY AREA OR SURROUNDED BY PERIMETER SEDIMENT PROTECTION.

LOW VOLUME FILTER BAGS SHALL BE MADE FROM NON-WOVEN GEOTEXTILE MATERIAL SEWN WITH HIGH STRENGTH, DOUBLE STITCHED "J" TYPE SEAMS. THEY SHALL BE CAPABLE OF TRAPPING PARTICLES LARGER THAN 150 MICRONS. HIGH VOLUME FILTER BAGS SHALL BE MADE FROM WOVEN GEOTEXTILES THAT MEET THE FOLLOWING STANDARDS:

A SUITABLE MEANS OF ACCESSING THE BAG WITH MACHINERY REQUIRED FOR DISPOSAL PURPOSES SHALL BE PROVIDED. FILTER BAGS SHALL BE REPLACED WHEN THEY BECOME 1/3 FULL OF SEDIMENT. SPARE BAGS SHALL BE AVAILABLE ON SITE FOR REPLACEMENT OF THOSE THAT HAVE FAILED OR ARE FILLED. BAGS SHALL BE PLACED ON STRAPS TO FACILITATE REMOVAL UNLESS BAGS COME WITH LIFTING STRAPS ALREADY ATTACHED.

BAGS SHALL BE PLACED IN ACCORDANCE WITH DUPAGE COUNTY DEWATERING GUIDELINES.

IF PERMITTED BY DUPAGE COUNTY DEWATERING GUIDELINES, BAGS SHALL BE LOCATED IN WELL-VEGETATED (GRASSY) AREA, AND DISCHARGE ONTO STABLE, EROSION RESISTANT AREAS, WHERE THIS IS NOT POSSIBLE, A GEOTEXTILE UNDERLAYMENT AND FLOW PATH SHALL BE PROVIDED. BAGS MAY BE PLACED ON FILTER STONE TO INCREASE DISCHARGE CAPACITY. BAGS SHALL NOT BE PLACED ON SLOPES GREATER THAN 5% FOR SLOPES EXCEEDING 5%. CLEAN ROCK OR OTHER NON-ERODIBLE AND NON-POLLUTING MATERIAL MAY BE PLACED UNDER THE BAG TO REDUCE SLOPE STEEPNESS.

NO DOWNSLOPE SEDIMENT BARRIERS ARE REQUIRED FOR MOST INSTALLATIONS, HOWEVER, IF NECESSARY TO CAPTURE ANY REMAINING SEDIMENT WITHIN THE RUNOFF AND GIVEN THE SITE SPECIFIC CONDITIONS A COMPOST BERM, COMPOST FILTER SOCK OR MATTE SHALL BE INSTALLED BELOW BAGS LOCATED WITHIN 100 FEET OF ANY RECEIVING SURFACE WATER OR WHERE GRASSY AREAS NOT AVAILABLE.

THE PUMP DISCHARGE HOSE SHALL BE INSERTED INTO THE BAGS IN THE MANNER SPECIFIED BY THE MANUFACTURER AND SECURELY CLAMPED. A PIECE OF PVC PIPE IS RECOMMENDED FOR THIS PURPOSE.

THE PUMPING RATE SHALL BE NO GREATER THAN 750 GPM OR 1/2 THE MAXIMUM SPECIFIED BY THE MANUFACTURER, WHICHEVER IS LESS. PUMP INTAKES SHALL BE FLOATING AND SCREENED.

FILTER BAGS SHALL BE INSPECTED AT LEAST ONCE DAILY. IF ANY PROBLEM IS DETECTED, PUMPING SHALL CEASE IMMEDIATELY AND SHALL NOT RESUME UNTIL A REMEDIAL SOLUTION IS ESTABLISHED AND THE PROBLEM IS CORRECTED.

SEDIMENT FILTRATION BAGS SHALL BE RAISED ABOVE THE SUPPORTING GROUND ON A SURFACE, OR MATERIAL THAT ALLOWS WATER TO FLOW OUT OF THE BOTTOM OF THE BAG AT THE RESPECTIVE DESIGN DISCHARGE RATE FOR THE SEDIMENT FILTER BAG SELECTED.

**DEWATERING FILTER BAG DETAIL**



V3 Companies  
7325 Arroyo Avenue  
Woodridge, IL 60517  
630.724.9200 phone  
630.724.9202 fax  
www.v3co.com

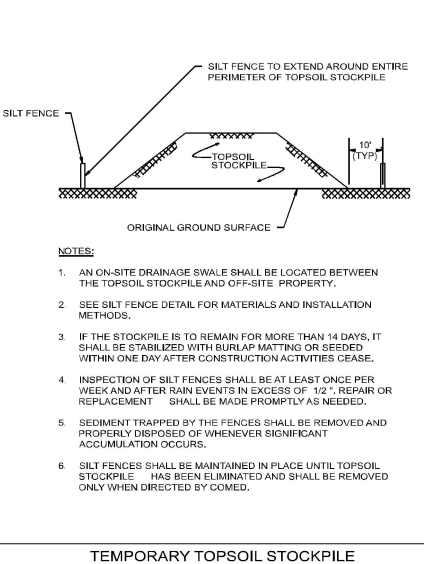
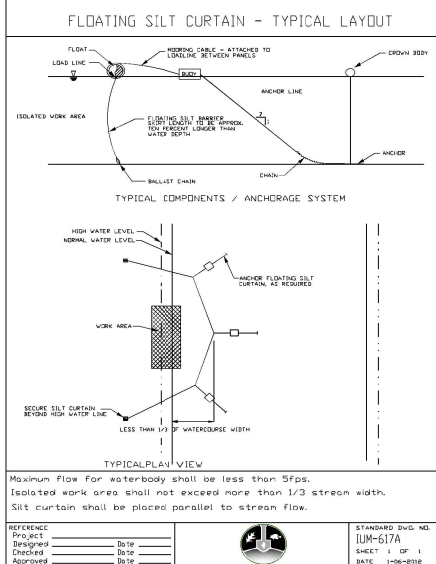
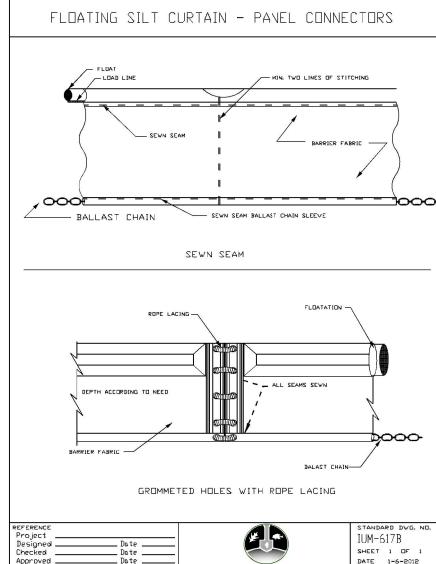
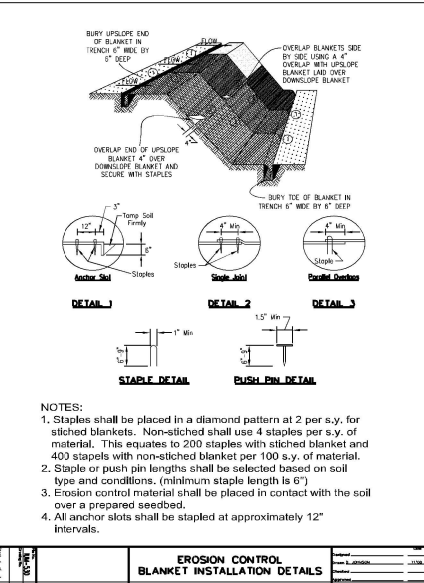
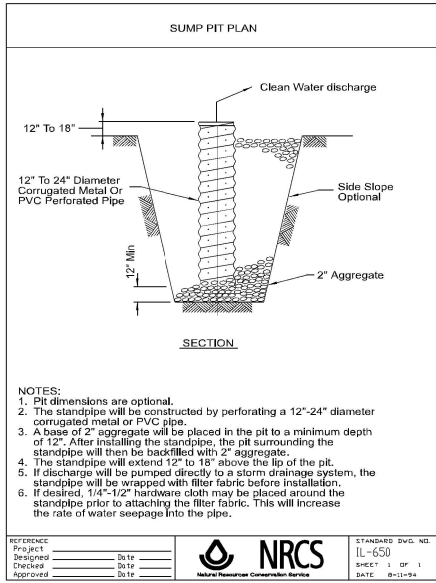
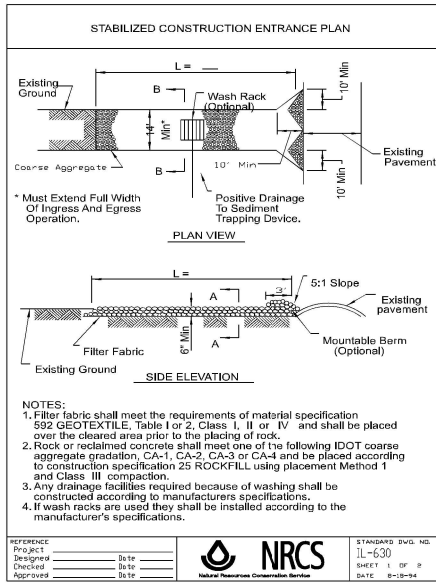
USER NAME	DESIGNED	DRAWN	CHECKED	DATE
rcroy	CEB	CMR	JNHM	5/11/2023

**DUPAGE COUNTY CAMPUS  
STORMWATER POND IMPROVEMENTS  
ENGINEERING PLANS**

WINFIELD / WHEATON ILLINOIS

EROSION CONTROL DETAILS		COUNTY	TOTAL SHEETS	SHEET NO.
SCALE: N.T.S.	SHEET 1 OF 2 SHEETS STA.	DUPAGE	21	15
PROJECT NO. 211350				



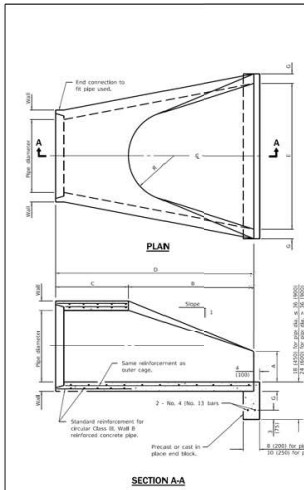


USER NAME = croy	DESIGNED - CMR	REVISED -	REVISED -
	DRAWN - CMR	REVISED -	REVISED -
PROJECT SCALE =	CHECKED - JNHM	REVISED -	REVISED -
PLANT DATE = 5/12/23	DATE =	REVISED -	REVISED -

**DUPAGE COUNTY CAMPUS  
STORMWATER POND IMPROVEMENTS  
ENGINEERING PLANS**

WINFIELD / WHEATON      ILLINOIS

<b>EROSION CONTROL DETAILS</b>		COUNTY	TOTAL SHEET
		DUPAGE	21 16
SCALE: N.T.S.	SHEET 2 OF 2 SHEETS	CONTRACT NO. 16172.03	

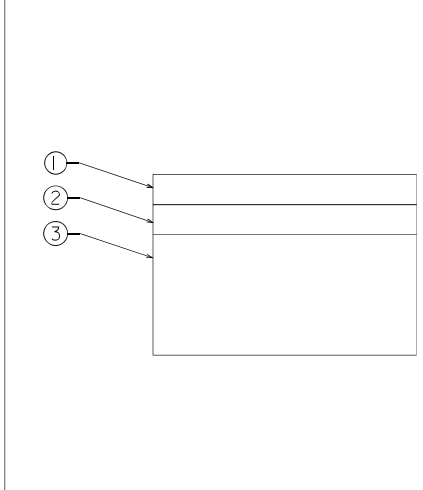


PIPE DIA.	SPRINKLER DIA.	MIN. H	A	B	C	D	E	G	H	APPROX. WEIGHT
10	5.00	3	24	8"00"	9"00"	24	7			
12	6.00	3	24	8"00"	9"00"	24	7			
15	7.50	3	24	8"00"	9"00"	24	7			
18	9.00	3	24	8"00"	9"00"	24	7			
21	10.50	3	24	8"00"	9"00"	24	7			
24	12.00	3	24	8"00"	9"00"	24	7			
27	13.50	3	24	8"00"	9"00"	24	7			
30	15.00	3	24	8"00"	9"00"	24	7			
33	16.50	3	24	8"00"	9"00"	24	7			
36	18.00	3	24	8"00"	9"00"	24	7			
39	19.50	3	24	8"00"	9"00"	24	7			
42	21.00	3	24	8"00"	9"00"	24	7			
45	22.50	3	24	8"00"	9"00"	24	7			
48	24.00	3	24	8"00"	9"00"	24	7			
51	25.50	3	24	8"00"	9"00"	24	7			
54	27.00	3	24	8"00"	9"00"	24	7			
57	28.50	3	24	8"00"	9"00"	24	7			
60	30.00	3	24	8"00"	9"00"	24	7			
63	31.50	3	24	8"00"	9"00"	24	7			
66	33.00	3	24	8"00"	9"00"	24	7			
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75	37.50	3	24	8"00"	9"00"	24	7			
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294	147.00	3	24	8"00"	9"00"	24	7			
297	148.50	3	24	8"00"	9"00"	24	7			
300	150.00	3	24	8"00"	9"00"	24	7			

GENERAL NOTES  
 All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
5-1-2023	Clarified ref. to pipe dia.
5-1-2023	per Section A-A, changed "B" to "C" in table ref.
5-1-2023	Revised table ref.
5-1-2023	English units ref.

**PRECAST REINFORCED CONCRETE FLARED END SECTION**  
 STANDARD 542301-03



- ① 2" HOT MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50 (40604060)
- ② 2" HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50 (40602978)
- ③ 8" AGGREGATE BASE COURSE, TYPE B (SEE NOTE 1) (35102000)

NOTES:  
 1. EXISTING GRAVEL ROADWAY AND PARKING LOT MATERIAL MEETING THE REQUIREMENTS OF SECTION 351 AND ARTICLE 1004.04 OF THE STANDARD SPECIFICATIONS MAY BE USED FOR AGGREGATE BASE COURSE, TYPE B 6" AND 8" WHERE SPECIFIED IN THE PLANS OR AS APPROVED BY THE ENGINEER.

ASPHALT PAVEMENT DETAIL - NOT TO SCALE

**V3 Companies**  
 7325 Arden Avenue  
 Woodridge, IL 60517  
 815.724.9200 phone  
 815.724.9202 fax  
 www.v3cc.com

USER NAME	DESIGNED	REVISION	5-2-2023	REVISION
cray	-	REVISION	-	-
	DRAWN	REVISION	-	-
	CHECKED	REVISION	-	-
	DATE	REVISION	-	-

**DUPAGE COUNTY CAMPUS STORMWATER POND IMPROVEMENTS ENGINEERING PLANS**  
 WINFIELD / WHEATON ILLINOIS

CONSTRUCTION DETAILS		
SCALE: N.T.S.	SHEET 1 OF 5 SHEETS STA.	TO STA.

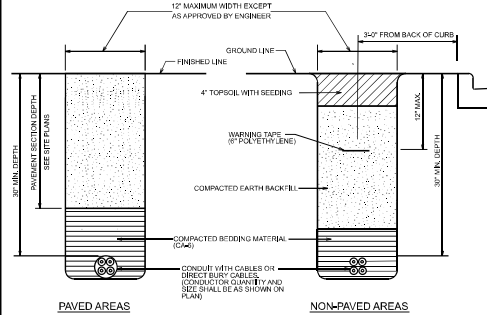
COUNTY	TOTAL SHEETS	SHEET NO.
DUPAGE	21	17

PROJECT NO. 211350

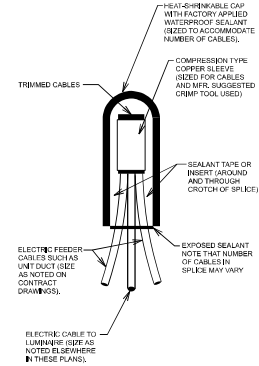


1. THE LIGHT POLE LOCATIONS ON THIS PLAN SHOW THE RECOMMENDED PLACEMENT. ADJUSTMENTS TO THESE LOCATIONS MAY BE REQUIRED TO ACCOMMODATE SITE CONDITIONS AND SHALL BE APPROVED BY THE OWNER AND ENGINEER.
2. LOCATION OF LIGHTING CABLE SHOWN ON THE PLAN IS DIAGRAMMATIC ONLY. ALL CONDUIT SHALL BE A MINIMUM OF 3" BELOW GRADE AND LOCATED 9" FROM EDGE OF PAVEMENT.
3. SITE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL NECESSARY MATERIALS AND MAKING ALL FINAL CONNECTIONS OF THE LIGHTING SYSTEM.
4. ALL LIGHTING WORK SHALL CONFORM TO DUPAGE COUNTY AND CITY OF WHEATON REQUIREMENTS, THE LATEST EDITION OF FOOT STANDARD SPECIFICATIONS BOOK, AND THE LATEST EDITION OF THE AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS.
5. PRIOR TO ANY EQUIPMENT ORDER, THE CONTRACTOR SHALL SUBMIT EQUIPMENT SPECIFICATIONS, CATALOGUE OUT SHEETS, AND DESIGN DATA FOR ALL MATERIAL PROPOSED FOR THE PROJECT TO THE ENGINEER AND OWNER FOR REVIEW & APPROVAL.
6. ALL ELECTRICAL WORK SHALL CONFORM TO THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (N.E.C.) AND ANY APPLICABLE LOCAL CODES.
7. ALL EXCESS DIRT AND DEBRIS EXCAVATED FOR POLE FOUNDATIONS SHALL BE REMOVED BY THE CONTRACTOR. THE COST OF THE CONDUIT SHALL INCLUDE ELBOWS, SWEEPS, CONNECTING HARDWARE, MOUNTING HARDWARE, COATING OF WALLS, TRENCHING AND BACKFILL AS INDICATED IN THE PLANS. THE COST OF THE CONDUIT SHALL ALSO INCLUDE THE COST OF RESTORING CUT PAVEMENT, SIDEWALKS, SOD, ETC. TO ITS ORIGINAL CONDITION. SOD SHALL BE REPLACED IN LIKE KIND OF THE ADJACENT SURROUNDINGS.
8. THE CONDUCTOR SIZES SHOWN ON THE PLANS ARE BASED ON A 15000 VOLT SINGLE-PHASE SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING SERVICE WITH THE VILLAGE. IF SERVICE IS DIFFERENT, THE CONTRACTOR SHALL PROVIDE ADEQUATE NUMBER AND SIZE CONDUCTORS AND CONDUITS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ESTABLISHMENT OF FINISHED GRADE.
11. THE LIGHTING SYSTEM WILL BE MAINTAINED BY OWNER UPON FINAL ACCEPTANCE.

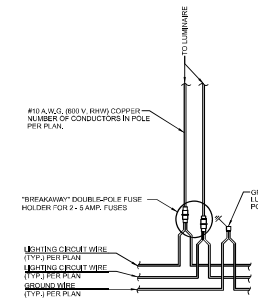
GENERAL ELECTRICAL NOTES



CONDUIT AND CABLE TRENCH BACKFILL AND LOCATION DETAIL



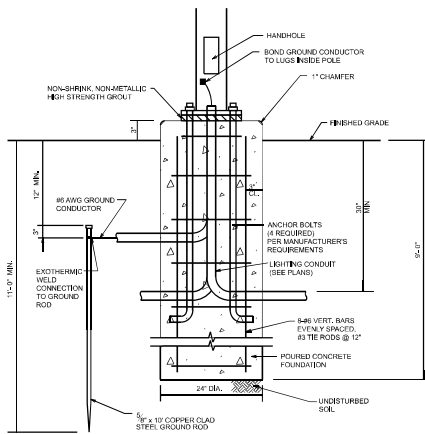
ELECTRICAL CABLES SPLICE DETAIL



LIGHT POLE WIRING DETAIL

LIGHT POLE FOUNDATION NOTES

1. CONTRACTOR TO VERIFY ALL ELEVATIONS, DIMENSIONS, LOCATIONS AND PRODUCTS PRIOR TO STARTING CONSTRUCTION AND/OR ORDERING MATERIALS.
2. CONCRETE TO BE CLASS A, MIN. STRENGTH TO BE 14-3500 PSI, WITH AIR CONTENT 6% ± 1.5% BY VOLUME.
3. ALL REINFORCEMENT STEEL TO BE ASTM A615, GR-60.
4. ALL FOOTINGS MUST BE POURED ON UNDISTURBED SOIL WITH A MINIMUM SAFE BEARING CAPACITY OF 2000 PSF, WITH NO ORGANICS. THE FOUNDATION SHALL NOT BE POURED ON FROZEN GROUND.
5. FOUNDATION DETAIL IS BASED ON MEDIUM CLAY (GWL ≥ 10 IN @ 90 FT.) SOIL CONDITIONS.
6. THE CONTRACTOR SHALL HAVE THE EXISTING SOIL CONDITIONS FIELD VERIFIED BY A QUALIFIED TESTING AGENCY AND SUBMIT DESIGN CALCULATIONS AND SHOP DRAWINGS IF EXISTING SOIL CONDITIONS ARE OUTSIDE THE PARAMETERS ASSUMED FOR THE TYPICAL FOUNDATION DESIGN.
7. ANCHOR BOLT SIZE, TYPE AND LOCATION SHALL BE TO MANUFACTURER'S SPECIFICATIONS.



LIGHT POLE FOUNDATION, 24" DIAMETER, SPECIAL

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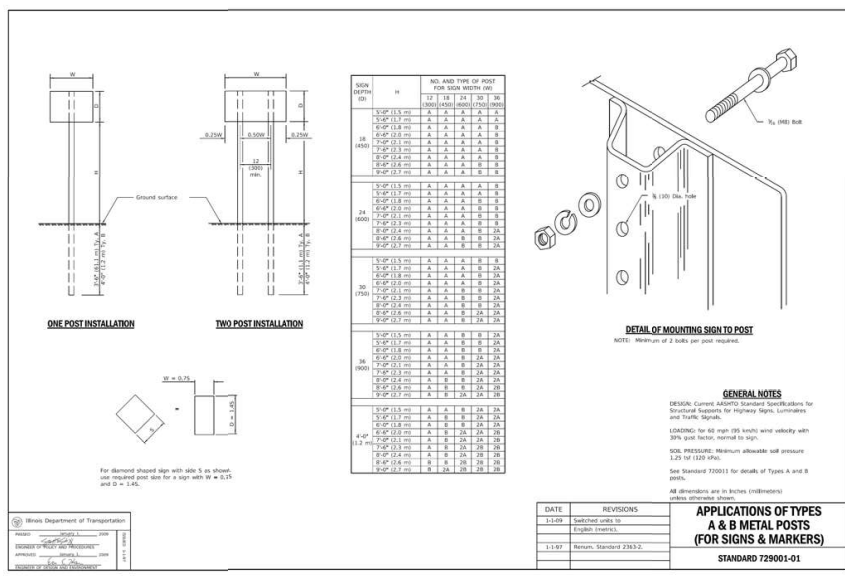
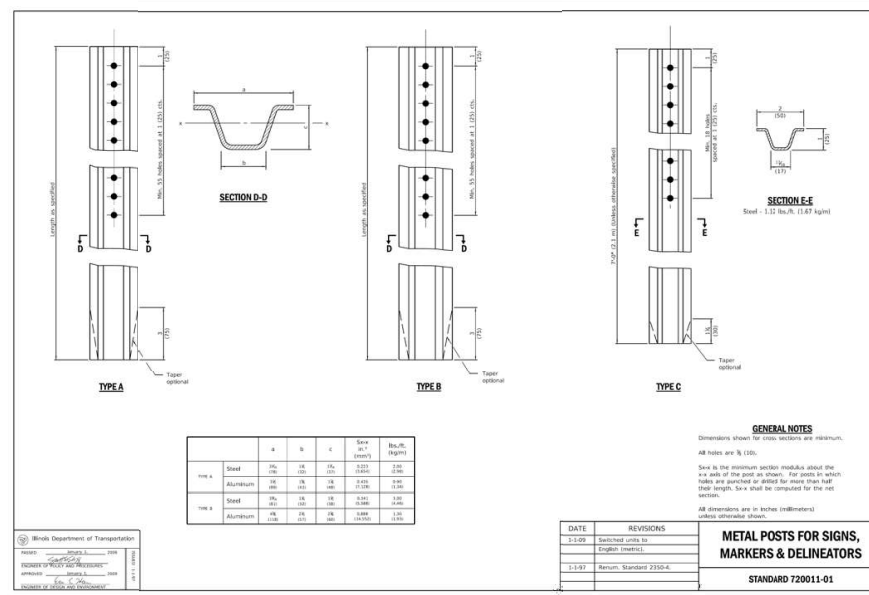
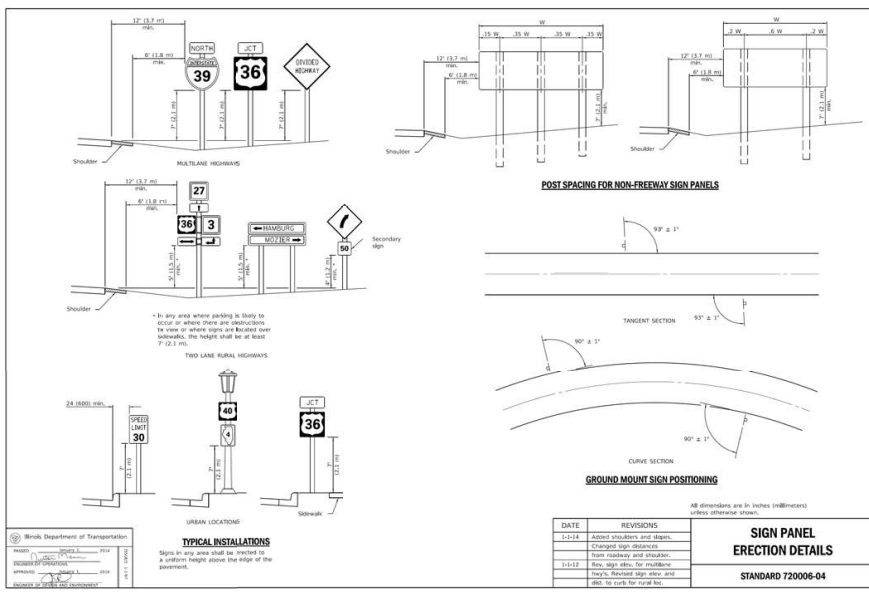
V3 Companies  
 7325 Arlton Avenue  
 Woodridge, IL 60517  
 815.724.9300 phone  
 815.724.9302 fax  
 www.v3co.com

USER NAME = cray	DESIGNED =	REVISED =
PLT SCALE =	DRAWN =	REVISED =
PLT DATE = 5/1/2023	CHECKED = JNHM	REVISED =
	DATE =	REVISED =

DESIGNED =	REVISED =	REVISED =
DRAWN =	REVISED =	REVISED =
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DATE =	REVISED =	REVISED =

DUPAGE COUNTY CAMPUS  
 STORMWATER POND IMPROVEMENTS  
 ENGINEERING PLANS  
 WINFIELD / WHEATON

CONSTRUCTION DETAILS			COUNTY	TOTAL SHEETS	SHEET NO.
			DUPAGE	21	19
ILLINOIS			SCALE: N.T.S.	SHEET 3 OF 5 SHEETS	STA. _____ TO STA. _____
			CONTRACT NO. 211350		



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V3 Companies  
7325 Arden Avenue  
Woodridge, IL 60517  
630.724.9200 phone  
630.724.9202 fax  
www.v3cc.com

USER NAME = jcray  
DESIGNED =  
DRAWN =  
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DATE = 5/1/2023

DESIGNED -  
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CHECKED -  
DATE -

REVISIONS  
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DUPAGE COUNTY CAMPUS  
STORMWATER POND IMPROVEMENTS  
ENGINEERING PLANS

CONSTRUCTION DETAILS  
SCALE: N.T.S. SHEET 4 OF 5 SHEETS STA. TO STA.

COUNTY	TOTAL SHEETS	SHEET NO.
DUPAGE	21	20

CONTRACT NO. 211350





# 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: Apr 26, 2023

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

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

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

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

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

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
Jim Zay		cash	\$5,000.00	8-2022

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 Signature on file  
 Printed Name Dan Davies  
 Title President  
 Date Apr 26, 2023

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



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**File #:** FM-P-0068-23

**Agenda Date:** 5/16/2023

**Agenda #:** 9.A.

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AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND V3 COMPANIES, LTD  
FOR PHASE III PROFESSIONAL ENGINEERING SERVICES  
FOR FACILITIES MANAGEMENT  
(CONTRACT NOT TO EXCEED \$241,095)

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to operate, maintain, and keep in repair buildings necessary for County government, and to enter into agreements related to said purpose, pursuant to Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1106 *et seq.*); and

WHEREAS, pursuant to said authority the COUNTY has established a complex of several facilities to provide County governmental services, which complex is commonly referred to as the DuPage County Governmental Campus ("County Campus");and

WHEREAS, the COUNTY is planning improvements to several areas of the west side of the campus and one area on the east side of the campus; and

WHEREAS, V3 COMPANIES, LTD. was hired and developed a comprehensive approach and preliminary engineering plans to meet stormwater requirements for the various campus projects. Phase I work (completed), included an assessment of campus stormwater infrastructure, proposed projects, concept options and feasibility, initial engineering design. Phase II, (approximately 80% completed) includes full engineering design and stormwater permitting for the construction of stormwater detention and Best Management Practices (BMP's) at the County campuses East detention basin, compile and map historic campus development and detention storage for the campus, aiding future projects and permitting efforts.; and

WHEREAS, the COUNTY requires additional professional engineering services (Phase III), which includes services, but are not limited to, construction oversight and as-built services, to perform stormwater engineering and coordination for the design, permitting for expected projects on the west side of campus, feasibility, design, and permitting for improvements to two (2) stormwater overflow routes., and construction drawings to maximize stormwater runoff storage volume and associated best management practices (BMPs) for construction activities at the southwest corner of the County campus; and

WHEREAS, the Consultant has experience and expertise in this area and is in the business of providing such professional engineering services and is willing to perform the required services for an amount not to exceed two-hundred forty-one thousand, ninety-five dollars and 00/100 cents (\$241,095); and



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

WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and recommended approval of the attached AGREEMENT at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and V3 Companies, Ltd. is hereby accepted and approved in an amount not to exceed two-hundred forty-one thousand, ninety-five dollars and 00/100 cents (\$241,095); and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to V3 Companies, Ltd., 7325 Janes Avenue, Woodridge, IL 60517, and Civil Division / State's Attorney's Office.

Enacted and approved this 23<sup>rd</sup> day of May 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#: 23-1698	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$241,095.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 05/16/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$241,095.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: V3 Companies, Ltd.	VENDOR #: 10802	DEPT: Facilities Management	DEPT CONTACT NAME: Cathie Figlewski
VENDOR CONTACT: Jennifer Maercklein	VENDOR CONTACT PHONE: 630-729-6231	DEPT CONTACT PHONE #: X 5665	DEPT CONTACT EMAIL: catherine.figlewski2@dupageco.org
VENDOR CONTACT EMAIL: jmaercklein@v3co.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
<p><b>DESCRIPTION</b> Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of an Agreement between the County of DuPage, Illinois, and V3 Companies, Ltd., to provide Phase III Professional Stormwater Engineering Services and engineering design for campus projects, for Facilities Management, for the period May 23, 2023, through December 15, 2025, for a total contract amount not to exceed \$241,095. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ et. seq.</p> <p><b>JUSTIFICATION</b> Summarize why this procurement is necessary and what objectives will be accomplished            Several projects on the western side of the DuPage County Government campus require site runoff storage and post construction best management practices (BMPs). The site runoff storage area(s) must be maximized to accommodate current and future development. To meet these projects schedule commitments, DuPage County Facilities Management will need stormwater engineering and coordination for the design, permitting, and construction drawings to maximize stormwater runoff storage volume and associated BMPs on the County campus. Phase I work already completed carried this project to 60% design completion. Phase II work is on-going and completes design, carries through bidding, and also includes survey, pond overflow analysis, parking lot design and construction plans, and Annex pond improvements design and construction plans.</p>			

<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. ACT INITIATIVE
SOURCE SELECTION	Describe method used to select source. A request for a Statement of Interest was issued for "Stormwater Engineering Design Services for Various Projects - West Campus"; 10 firms responded. Staff has reviewed the qualifications of these firms and has determined that V3 Companies, Ltd. possesses the qualified staff to provide these Professional Engineering Services.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Staff recommends approval of a professional services contract with V3 Companies, Ltd. to provide Professional Engineering Services for for various campus projects, for Facilities Management, for a total contract amount not to exceed \$241,095. 2) Select another firm. However, staff does not recommend this, and has determined that V3 Companies, Ltd. possesses the qualified engineering staff to provide these services on behalf of the County.

## 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: V3 Companies, Ltd.	Vendor#: 10802	Dept: Facilities Management	Division:
Attn: Jennifer Maercklein	Email: jmaercklein@v3co.com	Attn:	Email: FMAccountsPayable@dupageco.org
Address: 7325 Janes Avenue	City: Woodridge	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60517	State: IL	Zip: 60187
Phone: 630-729-6231	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: V3 Companies, Ltd.	Vendor#: 10802	Dept: Facilities Management	Division:
Attn:	Email:	Attn: Geoff Matteson	Email: geoffrey.matteson@dupageco.org
Address: 7325 Janes Avenue	City: Woodridge	Address: Various	City: Wheaton
State: IL	Zip: 60517	State: IL	Zip: 60187
Phone: 630-724-9200	Fax:	Phone: 630-200-7973	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 23, 2023	Contract End Date (PO25): Dec 15, 2025
Contract Administrator (PO25): Cathie Figlewski			

**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	LO		Campus Stormwater Detention	FY23	6000	1220	54010	2201000	97,985.00	97,985.00
2	1	LO		Campus Stormwater Detention	FY24	6000	1220	54010	2201000	100,775.00	100,775.00
3	1	LO		Campus Stormwater Detention	FY25	6000	1220	54010	2201000	42,335.00	42,335.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 241,095.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Campus Stormwater Detention
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Cathie Figlewski, Clara Gomez, & Katie Boffa
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. PW: 5/16 CB: 5/23
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 V3 COMPANIES, LTD  
FOR PHASE III PROFESSIONAL ENGINEERING SERVICES  
FOR FACILITIES MANAGEMENT

This Professional Service Agreement (“AGREEMENT”), is made this 23<sup>rd</sup> day of May, 2023 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and V3 Companies, Ltd., licensed to do business in the State of Illinois, with offices at 7325 Janes Ave., Woodridge, IL 60517; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

R E C I T A L S

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to operate, maintain, and keep in repair buildings necessary for County government, and to enter into agreements related to said purpose, pursuant to Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1106 et. seq.); and

WHEREAS, pursuant to said authority the COUNTY has established a complex of several facilities to provide County governmental services, which complex is commonly referred to as the DuPage County Governmental Campus (“County Campus”). and

WHEREAS, the COUNTY is planning improvements to several areas of the west side of the campus and one area on the east side of the campus; and

WHEREAS, the COUNTY requires professional engineering services, which services may include, but are not limited to, compile and map historic campus development and detention storage, to perform stormwater engineering and coordination for the design, permitting, and construction drawings to maximize stormwater runoff storage volume and associated best management practices (BMPs) on the County campus; and

WHEREAS, one firm coordinating the preliminary stormwater engineering for four projects is much more efficient and cost effective; and

WHEREAS, the Consultant has experience and expertise in this area and is in the business of providing such professional engineering services and is willing to perform the required services for an amount not to exceed two-hundred forty-one thousand, ninety-five dollars and 00/100 cents (\$241,095.00); and

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

WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and recommended approval of the attached AGREEMENT at the specified amount.

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 provide services hereunder.

- 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 Deputy Director of the Facilities Management Department, (hereinafter referred to as the "DEPUTY DIRECTOR"), 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 DEPUTY 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 DEPUTY 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 party to complete COUNTY-ordered technical or professional tasks or work included within the Scope of Work.
- 4.2 The CONSULTANT shall supervise all vendors hired by the CONSULTANT, and the CONSULTANT shall be solely responsible for any and all work performed by said vendors in the same manner and with the same liability as if the vendors' work was performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that said vendor 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 vendor 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 services required hereunder shall be completed by December 15, 2025, 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 DEPUTY 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 forty-one thousand, ninety-five dollars and 00/100 cents (\$241,095.00).



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 base hourly rates of CONSULTANT's staff. 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 vendors' technical or professional staff, identified by position or assignment, is attached and incorporated hereto as Exhibit "C."

For work performed, the COUNTY shall pay CONSULTANT in accordance with the Schedule of Fees attached and incorporated hereto as Exhibit "C." The CONSULTANT may periodically invoice the COUNTY for partial fee payments as work progresses. The CONSULTANT shall invoice the COUNTY and the COUNTY shall pay the CONSULTANT based on the percentage of the work satisfactorily completed for each particular work item or assignment. Partial fee payments shall be proportionate to the *percentage* of work satisfactorily completed during each invoice period.

- 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 Facilities Management, its' officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

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

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

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

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or

organization you have agreed in a written contract to provide additional insurance” or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

- 8.4 The CONSULTANT shall require that any of its vendors 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 its vendors', 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' vendors, 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 vendors.

## **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 its vendors, 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 its vendors, 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 its vendors, 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 December 15, 2025, 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 December 15, 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:

V3 Companies, Ltd.  
7325 Janes Ave.  
Woodroge, IL 60517  
ATTN: Greg Wolterstorff, P.E.

DuPage County Department of Facilities Management  
421 N. County Farm Road  
Wheaton, Illinois 60187  
ATTN: Tim Harbaugh

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

- 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 vendors 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 any vendors 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.

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

COUNTY OF DUPAGE

V3 COMPANIES, LTD

BY: \_\_\_\_\_  
DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Signature on file  
BY: \_\_\_\_\_  
NAME: GREGORY M. WILKINSON  
TITLE: VICE PRESIDENT

ATTEST:

ATTEST:

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

Signature on file  
BY: \_\_\_\_\_  
NAME: LOUIS J. GALUCCI  
TITLE: President & CEO

## **EXHIBIT A**

### **SCOPE OF WORK**

This Exhibit includes the scope of work for professional engineering services for County campus projects, which services may include, but are not limited to, to perform stormwater engineering and coordination for the design, permitting, and construction drawings to maximize stormwater runoff storage volume and associated best management practices on the County campus, for the period through December 15, 2025.

## EXHIBIT A: SCOPE OF SERVICES AND FEE

- **Task 30. Construction Support.** It is our understanding that construction will begin in June 2023 and will take approximately 6 - 8 weeks to complete. Construction of the pond will be executed by an independent contractor working on behalf of DuPage County. This contractor is responsible for all means and methods to execute the work in accordance with the project documents.
  - V3 will perform periodic site inspections estimated at occurring one day per week during construction to ensure the work is being performed in general conformance to the design represented in the final engineering plans, specifications, and approved permits. Given the nature of the work, it is possible that site conditions may vary throughout construction. DuPage County personnel will be responsible for primary contact with the contractor performing the work.

V3's observations will be limited to the work performed up until the date of the site visit and will not include any measured quantities or input on means and methods of construction. A summary report with photos will be provided to the Client following each visit.
  - V3 shall also provide engineering support to DuPage County during construction, upon request. This may include reviewing submittals, shop plans, or other data that the contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information provided in the contract documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. V3 shall also respond to requests for information as needed during the construction phase, and shall review the impact of any requests for changes by the contractor to the original design intent and coordinate with the County if needed. For budgetary purposes, four hours per week of engineering support services are included for eight weeks of construction duration. Additional support may be provided as an Additional Service.
  - If the duration of construction support services extends beyond the eight week budgetary estimate, additional support may be provided as an Additional Service.
- **Task 31: 60% Design Plans and Permitting for DOT Pond.** It is our understanding that the existing Animal Services Pond may require relocation to accommodate a proposed expansion to the DOT building. The larger building, and the relocated pond, will require an update to the stormwater permit issued by Wheaton in April 2023 (202300584) for the pond improvements. V3 shall provide the following services to create 60% design plans for the relocated pond and update the existing permitted calculations and stormwater permit:
  - Upon identification of the relocated pond site by DuPage County, and upon receipt of an updated site plan for the proposed DOT expansion (provided by DuPage County),

- V3 shall update the calculation of required detention for the DOT expansion project using the “dummy pond” method. V3 shall also update the calculation of detention required due to the disturbance associated with the pond itself, also using the “dummy pond” method. The “dummy pond” method was explained and used in the existing permit 202300584.
- V3 shall perform stormwater design calculations to size the new detention pond to provide a minimum of 1.04 acre-feet of storage.
    - 1.04 acre-feet is the total volume (existing plus proposed) included in the April 2023 stormwater permit 202300584 for the Animal Services Pond.
    - If the calculations of required volume (associated with the DOT building and the new pond, described in the first sub-bullet for this task) show a required volume greater than that which was included in the original permit 202300584 for the DOT building and the Animal Services expansion, then this new/additional volume shall be reported to DuPage County Facilities. If Facilities desires the additional volume to be placed in the new DOT pond (instead of claiming some of the excess permitted volume in the East Fairgrounds Pond), then the DOT pond shall be designed to provide additional storage (beyond the 1.04 ac-ft minimum).
  - V3 shall perform stormwater calculations to size the restrictor for the DOT pond, to capture and detain the inflow from the upstream tributary area, and restrict the outflow such that the desired volume is realized.
  - V3 shall update the campus-wide XPSWMM model to demonstrate that the relocated pond meets the same discharge criteria as identified previously in the permitted document (and updated if necessary). The same methodology will be used, as is in the permitted documents.
  - V3 shall prepare 60% design plans for the pond (to a level appropriate for inclusion in permitting documents). It is anticipated that this will be a single standalone plan set (not incorporated with other project plans such as the DOT building improvements), approximately 14 sheets long, including title sheet, existing conditions, proposed grading plan, proposed utility plan (assuming minor modifications to existing infrastructure in the vicinity, plus an outfall sewer), proposed ecological planting plan for a wetland bottom and native seed side slopes, erosion control and sediment plan, and details. This will include a cost estimate, and a maintenance and monitoring plan.
  - V3 shall provide ecological science services. For purposes of this proposal, V3 assumes there will be no wetland or waters impacts, but there will be buffer impacts associated with the project. V3 shall perform the following services, which are described in detail in Exhibit A Attachment A:
    - Growing Season Wetland Delineation Field Work, Assessment, and Technical Report



- Wetland Boundary Field Verification with DuPage County Stormwater (IF REQUIRED)
  - T&E Species Initial Consultation (IF REQUIRED)
  - Survey Locate of Wetland Flags
  - Prepare DuPage County Stormwater Tabs 4 and 5 for Wetland / Waters / Buffer Permitting with DuPage County
  - Native Planting Design for Proposed Pond
  - Native Planting Three Year Maintenance and Monitoring Plan (MMP)
  - Project Meetings, Project Coordination, & Responses to Wetland Comments During Permitting
- V3 shall prepare the stormwater permit modification to existing Permit 202300584. This will be prepared as a full "tab" submittal, providing supplementary information as an addendum to the existing permit. The existing permit will not be reproduced; it shall be incorporated by reference where needed. This includes the permit application, all supporting narrative and exhibits, modeling and calculations necessary to show conformance to the DuPage County Stormwater and Flood Plain Ordinance and City of Wheaton City Code and the Village of Winfield, as it pertains to the stormwater detention ponds only. Permit applications for the DOT building itself, as well as all other county projects/improvements, will be handled by the engineers for those sites, and reference the detention provided in the permit submitted by V3. This work excludes FEQ modeling, which is not anticipated. This includes submittal to the City of Wheaton and Village of Winfield, both of which are expected to sign the permit addendum, with one municipality doing the majority of the review.
  - The existing permit 202300584 includes an expansion to the Animal Services basin which is located in the City of Wheaton. It is anticipated that the relocated pond may be in the Village of Winfield. Therefore this work includes a coordination meeting via Teams with the City, Village, and County, to discuss the review approach and determine which municipality will perform the review. Due to Wheaton's familiarity with the permitting approach and calculation process, and because many of the proposed projects (for which the ponds are providing detention) are located in Wheaton, it may be preferred for Wheaton to perform the review.
- **Task 32: Final Plans and Construction Documents for DOT Pond.** Engineering Services shall include:
    - 95% and 100% Plans: Advance the 60% plans to 100% final plans for inclusion in the Construction Documents. 14 sheets are anticipated including title sheet, existing conditions, proposed grading plan, proposed utility plan (assuming minor modifications to existing infrastructure in the vicinity, plus an outfall sewer), proposed

ecological planting plan for a wetland bottom and native seed side slopes, erosion control and sediment plan, and details.

- Special Provisions: Prepare Special Provisions for items that are not covered by the standard specifications which are incorporated by reference (such as IDOT Standard Specifications, etc).
- Engineer's Estimated Opinion of Probable Construction Cost
- Two submittals shall be prepared: 95% submittal, and 100% submittal.
- Front-end bid documents (such as forms for bidders) are excluded and will be prepared by the County.
- Prepare ILNR10 NOI permit for submittal to IEPA by the Contractor.
- Attend one pre-bid meeting attended by the Project Manager and an Ecologist. Provide bidding services which include coordinating with Procurement to respond to contractor inquiries during bidding, and running the pre-bid meeting. Bid tabulations, checking references, determining lowest bidder, and dealing with any discrepancies or bidders who are determined to be non-responsive are excluded but can be provided as an Additional Service.

These plans are prepared for Public Bidding for the Contractor who will be selected for the final grading and planting of the DOT pond. The plans will identify work to be performed by others on the plan sheets, such as the work that will be performed by the DOT Building Contractor, if that work is adjacent to the pond work. Work performed by others will not be designed or detailed by V3, except as an Additional Service.

These plans are prepared based on the 60% design plans which will be submitted to the City of Wheaton or Village of Winfield. Any changes to the detention plan to provide additional detention, change location or orientation of detention, or other changes to the site design, shall be provided as an Additional Service.

- **Tasks 31 and 32 exclude** geotechnical investigations, environmental investigations, CCDD screening or certification, lighting, pavement design, general landscaping, floodway/floodplain permitting (including site-specific floodplain permitting) except for tailwater considerations on the outfall from the pond to the creek, structural engineering, pump station design, and utility design except for minor modifications to existing storm sewers to direct water into the proposed pond and to construct a new outfall. If needed, these items may be provided as an Additional Service.
- **Task 33: As-built Survey and Storage Calculation, DOT Pond.** Upon completion of the DOT Pond construction work (performed by others), and upon notification from DuPage County, V3 will perform an as-built survey of the improvements. This will include field work to obtain the data and a record drawing of the pond improvements.

As part of the as-built, V3 will verify the detention volume provided in the excavated pond by performing a stage-storage calculation compared to the original existing surface. This calculation will be shown on the as-built survey and submitted to the Permit Agency as a condition of the stormwater permit.

- **Task 34: 60% Design Plans and Permitting for Overflow Improvements.** The Pond Overflow Analysis performed as Task 9 of the Phase 2 contract will identify recommended improvements to control overflow from the existing ponds that may occur as a result of higher Bulletin 75 rainfalls. Although the exact locations of improvements are not known at this time, it is expected that two areas will be recommended for improvements. One area of improvement will be on the west campus near the southwest corner of the Care Center Pond along the existing paths and roadways, as shown in Attachment B. A second area of improvement is anticipated, located on the east campus, but exact location or project type is not determined. Both improvement locations are assumed to include relatively simple modifications, such as regrading of ditches, berms, overflow swales, ponds, paths, or a simple storm sewer conveyance improvement. Design of more complex improvements, such as pumped storage, large structural elements requiring structural engineering, or other complex improvements shall be performed as an Additional Service. V3 shall provide the following services to prepare 60% design plans and obtain a permit for the improvements:
  - V3 shall advance the 30% conceptual design (performed in the contract for Phase 2 under Task 9) and perform the necessary stormwater calculations to advance the design.
  - V3 shall perform stormwater detention calculations for the disturbances associated with the improvements. The calculations shall be performed using the “dummy pond” method and utilize excess storage provided in the East Fairground Pond, as documented in the April 2023 permit 202300584 issued by the City of Wheaton.
  - It is expected that both improvements may be in areas that are classified as Site Specific Floodplain. V3 shall perform the necessary calculations and documentation to show the proposed improvements meet the requirements of the ordinance for site specific floodplain.
  - V3 shall prepare 60% design plans for the improvements. It is assumed that two areas will require improvements, and they will be combined in a single plan set. The 60% plans will be advanced to a level appropriate for inclusion in permitting documents. It is anticipated that this will approximately 19 sheets long, including title sheet, existing conditions, proposed grading plan, proposed utility plan, a possible native planting plan to restore disturbed areas, erosion control and sediment plan, and details. This will include a cost estimate, and a maintenance and monitoring plan if needed.
  - V3 shall provide ecological science services. One area of potential improvements is at the overflow ditch associated with the Care Center detention basin as shown in Attachment B. The Care Center Pond is mapped as wetland on the DuPage County wetland map, however the pond is mapped as excavated on the National Wetland Inventory (NWI) map. V3 understands that there are engineering plans for the Care Center pond and therefore it likely will not be regulated by DuPage County Stormwater

- **Task 35: Final Plans and Construction Documents for Overflow Improvements.** Engineering Services shall include:
  - 95% and 100% Plans: Advance the 60% plans to 100% final plans for inclusion in the Construction Documents. 21 sheets are anticipated including title sheet, existing conditions, proposed grading plan, proposed utility plan, proposed ecological planting plan for disturbed areas near the care center pond, erosion control and sediment plan, and details.
  - Special Provisions: Prepare Special Provisions for items that are not covered by the standard specifications which are incorporated by reference (such as IDOT Standard Specifications, etc).
  - Engineer's Estimated Opinion of Probable Construction Cost
  - Two submittals shall be prepared: 95% submittal, and 100% submittal.
  - Front-end bid documents (such as forms for bidders) are excluded and will be prepared by the County.
  - Prepare ILNR10 NOI permit for submittal to IEPA by the Contractor.
  - Attend one pre-bid meeting attended by the Project Manager and an Ecologist. Provide bidding services which include coordinating with Procurement to respond to contractor inquiries during bidding, and running the pre-bid meeting. Bid tabulations, checking references, determining lowest bidder, and dealing with any discrepancies or bidders who are determined to be non-responsive are excluded but can be provided as an Additional Service.

These plans are prepared for Public Bidding for the Contractor who will be selected for the improvements.

- **Tasks 34 and 35 exclude** geotechnical investigations, environmental investigations, CCDD screening or certification, lighting, pavement design, general landscaping, floodway/floodplain permitting (except site-specific floodplain permitting that may be needed which is included), structural engineering, pump station design, and utility design except for basic storm sewer improvements to improve conveyance. If needed, these items may be provided as an Additional Service.
- **Task 36: On-Call Services.** If desired, V3 shall provide additional engineering, survey, and/or ecological services to respond to issues or requests related to this contract but not foreseen at the initiation of the contract. No work shall be performed under this task unless directed by the County. Work shall be performed on a time and material basis not to exceed the limit of this task. If additional survey is needed, for example to collect topographic data for the Overflow Improvements beyond that which will be collected in Phase 2 of this contract (separate contract), for budgetary purposes, one day of field work (including the associated office support work) is estimated as \$3,084 for traditional "boots on the ground"

field work, or \$3,938 for one day of field work via drone. (The acreage that a drone survey is able to cover in one day is significantly more than traditional ground survey, with more robust and detailed deliverables.) Survey scope, if used for On-Call Services, is included as Attachment C.

The estimated fees for each Task are as follows.

<b>Task</b>	<b>Manhours</b>	<b>Fee</b>
Task 30 – Construction Support	96	\$15,680
Task 31 - 60% Design Plans and Permitting for DOT Pond		
<i>Stormwater Calculations &amp; Permitting</i>	104	\$15,600
<i>60% Plans</i>	140	\$18,760
<i>2023 Growing Season Wetland Delineation Field Work and Report</i>	26	\$3,200
<i>Wetland Boundary Field Verification with DuPage County Stormwater (IF REQUIRED)</i>	8	\$920
<i>T&amp;E Species Initial Consultation (IF REQUIRED)</i>	8	\$990
<i>Survey Locate of Wetland Flags</i>	13	\$1,495
<i>DuPage County Stormwater Tabs 4 and 5 for Wetland / Waters / Buffer Permitting with DuPage County</i>	40	\$5,020
<i>Native Planting Design For Proposed Pond</i>	23	\$2,820
<i>Native Planting Three Year Maintenance and Monitoring Plan (MMP)</i>	17	\$2,025
<i>Project Meetings, Project Coordination, &amp; Responses to Wetland Comments During Permitting</i>	30	\$4,010
Task 32 - Final Plans and Construction Documents, DOT Pond	162	\$23,110
Task 33 – As-built Survey and Storage Calculation, DOT Pond	24	\$3,895
Task 34 - 60% Plans and Permitting for Overflow Corrections		
<i>Stormwater Calculations &amp; Permitting</i>	140	\$21,340
<i>60% Plans</i>	190	\$25,460
<i>2023 Growing Season Wetland Delineation Field Work and Report</i>	28	\$3,500
<i>Wetland Boundary Field Verification with DuPage County Stormwater (IF REQUIRED)</i>	8	\$920
<i>T&amp;E Species Initial Consultation (IF REQUIRED)</i>	8	\$990
<i>Survey Locate of Wetland Flags</i>	13	\$1,495
<i>DuPage County Stormwater Tabs 4 and 5 for Wetland / Waters / Buffer Permitting with DuPage County</i>	40	\$5,020
<i>Native Planting Design For Proposed Ditch (IF REQUIRED)</i>	18	\$2,210
<i>Native Planting Three Year Maintenance and Monitoring Plan (MMP) (IF REQUIRED)</i>	17	\$2,025
<i>Project Meetings, Project Coordination, &amp; Responses to Wetland Comments During Permitting</i>	30	\$4,010
Task 35 - Final Plans and Construction Documents for Overflow Improvements	216	\$30,600
Task 36 – On Call Services		\$45,000
Direct Costs		\$1,000
<b>TOTAL (All Tasks, plus RDC)</b>	<b>1,375</b>	<b>\$241,095</b>

Permit fees are excluded from these services and shall be paid directly by DuPage County, if required.

All work will be performed on a time and materials basis based on a 2.8 multiplier and using the billing rates shown in Exhibit C.

The duration of this work is expected to extend into and through 2025. The maximum rates for each labor classification shown in the billing rate schedule in Exhibit C shall be adjusted each year, beginning January 1, based on the annual consumer price index increase shown for the Chicago-Naperville-Elgin area as published by the U.S. Bureau of Labor Statistics, except that no hourly labor rate shall exceed the maximum rate established by IDOT (which is \$86/hour for 2023). Additionally, the maximum contract fees shown above shall be increased on an annual basis to reflect the same annual consumer price index increase.

## EXHIBIT A – ATTACHMENT A: DESCRIPTION OF ECOLOGICAL SERVICES for TASKS 31 and 34

The information provided by V3 regarding wetland boundaries is based on an interpretation of the three criteria that define wetlands (vegetation, soils, and hydrology) at the time the wetlands are delineated. V3 provides the best information available at the time of the delineation, but factors beyond our control may outwardly change the nature or the extent of wetlands on a site.

The ultimate decision on wetland boundaries rests with the federal government and DuPage County Stormwater. As a result, there may be adjustments to boundaries based upon review by a regulatory agency. An agency determination can vary from time to time depending on many factors, including but not limited to, the experience of the agency representative making the determination and the time of year. In addition, the physical characteristics of the site can change with time, depending on the weather, vegetation patterns, drainage, activities on adjacent parcels, or other events.

Ecological services to be performed in Tasks 31 and 34 include:

- **2023 Growing Season Wetland Delineation Field Work** (Bill Group W21). V3's Wetland Specialists will conduct a field investigation during the 2023 DuPage County growing season (May 15-October 1) to locate and delineate any wetlands on or near the site in accordance with the Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Midwest Region. The DuPage County Ordinance also requires that wetlands/waters be identified and notated within 100 feet of the project boundaries. The limits of any on-site delineated wetlands/Waters of the U.S. will be staked in the field, and approximate boundaries will be mapped on a recent large-scale aerial photograph, based on our field assessment of the vegetation, soils and hydrology at the site. The limits of any on-site wetland/Waters of the U.S. will be located using survey grade equipment during the field investigation portion of the wetland delineation. Note, this work shall only be performed if a current wetland delineation is not provided by DuPage County staff.
- **Wetland Assessment** (Bill Group W21). Since wetlands/Waters of the U.S. may be present on or within 100 feet of the project area, wetland assessment is required by the U.S. Army Corps of Engineers, Chicago District (USACE) and DuPage County Stormwater. Wetland assessment involves an evaluation of wetland characteristics, including wildlife habitat quality, water quality functions, and plant community quality. Wetland Assessment also includes a preliminary jurisdictional determination for isolated or adjacent wetland<sup>1</sup>. Delineated wetlands will be rated as High Quality Aquatic Resources (HQAR's) in accordance with the USACE and DuPage County, if applicable. Note, this work shall only be performed if a current wetland delineation is not provided by DuPage County staff.
- **Wetland Delineation Technical Report** (Bill Group W21). A wetland report will be provided with the results of our field investigation, including the location and approximate size of wetlands/Waters of the U.S. present, a wetland quality evaluation, a Floristic Quality Assessment (FQA), and the wetland assessment. Floristic inventories and detailed soil classification data for each area investigated will be provided in the report. Areas

<sup>1</sup> December 2, 2008, USEPA and Department of the Army Joint Memorandum, Clean Water Act Jurisdiction Following the U. S. Supreme Court Decision in *Rapanos v. United States* and *Carabell v. United States*.



determined to be wetland on the property will be shown on a recent, large-scale aerial photo exhibit. Wetlands/waters identified within 100 feet outside the project boundaries will also be depicted. USACE and DuPage County wetland permitting and/or mitigation requirements will be addressed in the report. The wetland report also will contain detailed technical documentation suitable for review and approval by the USACE and DuPage County. Note, this work shall only be performed if a current wetland delineation is not provided by DuPage County staff.

- **Wetland Boundary Field Verification (Bill Group W21A) (If Required).** The DuPage County Stormwater Ordinance requires that a wetland boundary field verification occur. This wetland boundary field verification is required if wetlands are identified onsite or abutting a property line. If required, V3 will schedule, coordinate, and attend the wetland boundary field verification with the DuPage County Stormwater wetland staff.
- **Threatened & Endangered Species Initial Consultation (Bill Group W21B) (If Required).** If required based on the results of the wetland delineation field work, V3 will conduct and complete the United States Fish and Wildlife (USFWS) Section 7 Federal threatened and endangered species consultation checklist for the site. V3 will also prepare and submit the required IDNR EcoCAT for inquiry on State threatened & endangered species.
- **Survey Locate of Wetland/Waters Flags (Bill Group W21C).** The USACE and DuPage County Stormwater require that identified wetlands and waters limits be professionally surveyed for incorporation onto project engineering plans. The survey locate is required for wetlands/waters within a project area, or within 100 feet of the project area. As applicable, V3 will survey locate any wetland/waters delineation flags placed within or adjacent to the proposed project area. Note, this work shall only be performed if a current wetland delineation is not provided by DuPage County staff.
- **DuPage County Stormwater Tabs 4 and 5 Permitting (Bill Group W26).** V3 will prepare and submit the wetland and wetland buffer portions of the DuPage County Countywide Stormwater and Floodplain Ordinance permit application for the project. The submittal will be based on the revised Ordinance effective May, 2019. Tabs 4 and 5 will be incorporated into the overall Stormwater Permit submittal to DuPage County Stormwater.
- **Native Planting Design for Proposed Pond (Bill Group W22).** As required by DuPage County Stormwater, V3 will design the native plantings. For the DOT Pond, this is expected to include native plantings in the pond bottom and side slopes, and any necessary wetland buffer mitigation, and BMPs. For the overflow improvements, this may include native plantings along ditches or other areas of disturbance, as required. This design will include proposed native plantings, native seed mixes, and planting specifications. This will be required by DuPage County for the DOT Pond and may be required for the overflow improvements.
- **3-Year Monitoring and Management Plan (Bill Code W22A).** As required by DuPage County Stormwater, V3 will prepare and submit the proposed 3-year maintenance and monitoring plan for the proposed native plantings on the site. This proposed maintenance and monitoring plan will include seed and plant lists, recommended specifications, and management activities to be performed over a 3-year period.

- **Project Meetings, Project Coordination, & Response to Wetland/Waters/Buffers Comments During Permitting** (Bill Group W30). V3 will attend any meetings with the Client (DuPage County Stormwater), the City of Wheaton, Village of Winfield, and any project related meetings required by a requesting agency or the Client. This task includes project meetings and minimal project coordination not requiring a separate agreement. This task may include some work outside the scope of this proposal. The extent of the additional work may be dictated by a regulatory agency review or by requests for additional information from the CLIENT, project engineer, and/or project contractors. Because the scope of the response needed cannot be determined in advance, this service is provided on an hourly-fee basis. If the additional service requested appears to be substantial, it may be provided as the subject of a separate agreement. Work completed under this task is not included in other fees and is billed on an hourly basis. This task also includes the preparation and submittal of responses to comments received during the permitting process as it relates to wetlands, waters, or their associated buffers.

## **Exclusions**

The following services are excluded from the current scope of services, but can be provided at an additional cost under a separate agreement.

- U.S. Army Corps of Engineers permitting of any kind.
- Archaeological investigations of any kind.
- IDNR Incidental Take Permitting of any kind.
- Species specific habitat or species surveys of any kind.
- Traditional Landscaping design services of any kind.
- Management, maintenance, or monitoring of installed native vegetation.
- Wetland mitigation design of any kind.
- Wetland mitigation credits purchase of any kind.

**EXHIBIT A - ATTACHMENT B: SKETCH OF POSSIBLE OVERFLOW IMPROVEMENTS NEAR CARE CENTER POND**



## **EXHIBIT A - ATTACHMENT C: SURVEY SCOPE OF SERVICES (if needed as an On-Call Service)**

1. Record a minimum of two permanent benchmarks at the site. Elevations will be referenced to DuPage County benchmarks tied to the North American Vertical Datum of 1988 (NAVD88). Description of location and elevation of the source benchmark to which the topographic surveying and site benchmarks are tied to, will be indicated on the survey. The above work does not include DuPage County Ordinance - Article IV Section 15-33 control work that may be required for county approval.
2. A contour survey with 1'-0" contour intervals will be prepared from field spot elevations. Spot elevations obtained in the field will be of sufficient quantity to generate a contour survey, which properly represents the ground surface. Additional elevations will be indicated on the survey as required to establish accurate profiles (including all changes or breaks in grade) and cross-sections of walks, curbs, gutter, pavement edges, and centerlines.
3. Spot elevations for areas surrounding any water will be shown to the nearest 0.01 foot on all "hard paved surfaces" and utility structures. Spot elevations in unpaved areas such as grass and dirt shall be shown and accurate to the nearest 0.1 foot.
4. Mean elevations of water in retention ponds, lakes, or streams will be shown as depicted at the time the survey field work was conducted.
5. Wetland flags, if present, will be located. CLIENT to provide V3 a sketch showing the approximate shape, location and point range of each wetland before any field work is started. If V3 is delayed or if an additional trip is necessary to locate the wetland flags after the field survey work has been completed, it will be considered an Additional Service.
6. No individual trees or landscape vegetation will be located. Only general outlines of tree and brush limits will be shown.
7. No property Boundary Survey is included.
8. Depending on airspace restrictions, field work may or may not be performed utilizing sUAS (Small Unmanned Aircraft System a.k.a. Drone) meeting or exceeding NSPS relative positional accuracies for topographic surveys.
9. Visible above ground utilities and field identification markers will be measured and annotated. Typical systems include sanitary, water, storm, gas, electric, traffic and communications related utilities. A design stage J.U.L.I.E. will be submitted requesting atlas information which does not include field markings by members or private utility location. If field markings are desired, it is the responsibility of the CLIENT to coordinate that activity. Markings found in the field will be measured and annotated similarly. Atlas information provided by the CLIENT will be incorporated into the map.

## **EXHIBIT B**

### **DELIVERABLES**

The following deliverables will be submitted to the COUNTY before completion of the contract for each Task and subtask described in Exhibit A: Scope of Services.

## EXHIBIT B: DELIVERABLES

### **Deliverables for Task 30 Construction Support:**

- Summary report and photos following each weekly site visit
- Written comments in response to shop drawing reviews, submittal reviews, etc
- Written comments in response to RFIs

### **Deliverables for Task 31: Preparation of 60% Design Plans and Permitting for DOT Pond:**

- 60% design plans, electronically as PDF
- Engineer's estimated opinion of probable cost, electronically as PDF and Excel
- "Tabbed" Permit application (addendum to existing permit), electronically as PDF and as hard copy, submitted to Winfield or Wheaton for review, and submitted to DuPage County for special management area review

### **Deliverables for Task 32: Preparation of Final Engineering Plans and Construction Documents for DOT Pond:**

- 95% Plan Submittal
- 100% Plan Submittal
- Special Provisions
- Engineer's Estimated Opinion of Probable Construction Cost

### **Deliverables for Task 33: As-built Survey and Storage Calculation:**

- Record drawing showing the as-built survey, provided as a PDF and also electronically
- Stage-storage calculation of the new volume
- Updated Detention Tracking Spreadsheet showing the volume provided in the pond, if it differs from the original spreadsheet

### **Deliverables for Task 34: Preparation of 60% Design Plans and Permitting for Overflow Improvements**

- 60% design plans, electronically as PDF
- Engineer's estimated opinion of probable cost, electronically as PDF and Excel
- "Tabbed" Permit application (addendum to existing permit), electronically as PDF and as hard copy, submitted to Winfield or Wheaton for review, and submitted to DuPage County for special management area review

**Deliverables for Task 35: Preparation of Final Engineering Plans and Construction Documents for Overflow Improvements:**

- 95% Plan Submittal
- 100% Plan Submittal
- Special Provisions
- Engineer's Estimated Opinion of Probable Construction Cost

**EXHIBIT C**  
**SCHEDULE OF FEES**



**Exhibit C**

**V3 COMPANIES  
2023 BILLING RATE RANGES  
for  
Campus Stormwater Engineering, Phase 3**

Labor Category	Hourly Wage Rate Range		Multiplier  2.80	Hourly Billing Rate Range	
	Min of Cost Rate	Max of Cost Rate		Min of Multiplier Rate	Max of Multiplier Rate
Administration I	\$18.28	\$30.00		\$51.18	\$84.00
Administration II	\$23.21	\$41.36		\$64.99	\$115.79
Administration III	\$30.66	\$39.42		\$85.85	\$110.38
Administration IV	\$41.25	\$65.10		\$115.50	\$182.29
Administration V	\$59.37	\$59.37		\$166.25	\$166.25
Construction Administrator II	\$34.40	\$49.45		\$96.32	\$138.46
Construction Administrator III	\$56.93	\$56.93		\$159.40	\$159.40
Construction Technician III	\$37.14	\$37.14		\$103.99	\$103.99
Design Technician II	\$23.33	\$30.38		\$65.32	\$85.06
Design Technician III	\$32.00	\$48.64		\$89.60	\$136.19
Designer I	\$26.00	\$28.21		\$72.80	\$78.99
Designer II	\$37.50	\$37.50		\$105.00	\$105.00
Director	\$72.16	\$86.00		\$202.04	\$240.80
Engineer I	\$33.39	\$37.63		\$93.48	\$105.35
Engineer II	\$36.63	\$42.89		\$102.56	\$120.08
Engineer III	\$38.87	\$44.60		\$108.85	\$124.88
Estimating Technician	\$29.09	\$29.09		\$81.45	\$81.45
Field Ecologist I	\$17.33	\$19.89		\$48.52	\$55.69
Field Ecologist II	\$20.50	\$22.35		\$57.40	\$62.58
Field Ecologist III	\$25.72	\$25.72		\$72.02	\$72.02
Instrument Operator	\$25.00	\$25.00		\$70.00	\$70.00
Landscape Architect I	\$37.60	\$40.87		\$105.28	\$114.42
Landscape Architect II	\$44.25	\$44.25		\$123.90	\$123.90
Landscape Designer III	\$36.14	\$36.14		\$101.18	\$101.18
Operations Director	\$73.72	\$73.72		\$206.43	\$206.43
Operations Manager	\$44.96	\$44.96		\$125.88	\$125.88
Operator I	\$25.32	\$25.32		\$70.90	\$70.90
Principal	\$64.19	\$86.00		\$179.73	\$240.80
Project Coordinator	\$25.85	\$25.85		\$72.38	\$72.38
Project Designer II	\$37.62	\$37.62		\$105.33	\$105.33
Project Engineer I	\$38.98	\$56.70		\$109.16	\$158.76
Project Engineer II	\$40.52	\$61.15		\$113.44	\$171.22
Project Manager	\$43.13	\$62.50		\$120.76	\$175.00
Project Manager I	\$28.64	\$63.34		\$80.19	\$177.36
Project Manager II	\$43.27	\$66.67		\$121.15	\$186.68

## Exhibit C

### V3 COMPANIES 2023 BILLING RATE RANGES for Campus Stormwater Engineering, Phase 3

Labor Category	Hourly Wage Rate Range		Multiplier  2.80	Hourly Billing Rate Range	
	Min of Cost Rate	Max of Cost Rate		Min of Multiplier Rate	Max of Multiplier Rate
Project Scientist I	\$35.26	\$43.24		\$98.72	\$121.07
Project Scientist II	\$38.32	\$47.86		\$107.30	\$134.01
Project Surveyor I	\$26.93	\$31.08		\$75.40	\$87.02
Project Surveyor II	\$31.65	\$42.24		\$88.62	\$118.28
Project Surveyor III	\$32.01	\$32.01		\$89.64	\$89.64
Resident Construction Manager I	\$61.34	\$64.88		\$171.76	\$181.67
Resident Construction Manager II	\$62.68	\$75.17		\$175.50	\$210.47
Resident Engineer I	\$52.82	\$62.09		\$147.89	\$173.85
Resident Engineer II	\$68.30	\$77.16		\$191.23	\$216.06
Scientist I	\$23.87	\$24.04		\$66.84	\$67.31
Scientist III	\$28.85	\$39.89		\$80.77	\$111.70
Senior Administration	\$52.03	\$86.00		\$145.69	\$240.80
Senior Construction Technician	\$42.69	\$53.30		\$119.53	\$149.24
Senior Design Technician	\$35.96	\$35.96		\$100.69	\$100.69
Senior Estimator	\$68.95	\$68.95		\$193.06	\$193.06
Senior Landscape Architect	\$42.20	\$42.20		\$118.15	\$118.15
Senior Project Engineer	\$48.09	\$65.00		\$134.67	\$182.00
Senior Project Manager	\$33.98	\$85.50		\$95.14	\$239.40
Senior Project Manager - CE	\$71.29	\$86.00		\$199.60	\$240.80
Senior Project Manager - TM	\$68.20	\$86.00		\$190.97	\$240.80
Superintendent	\$32.00	\$65.16		\$89.60	\$182.45
Survey Crew	\$24.61	\$42.09		\$68.91	\$117.85
Technician I	\$15.40	\$22.16		\$43.12	\$62.05
Technician II	\$35.87	\$51.24		\$100.44	\$143.47

*The duration of this work is expected to extend into and through 2025. The maximum rates for each labor classification shown in the billing rate schedule in Exhibit C shall be adjusted each year, beginning January 1, based on the annual consumer price index increase shown for the Chicago-Naperville-Elgin area as published by the U.S. Bureau of Labor Statistics, except that no hourly labor rate shall exceed the maximum rate established by IDOT (which is \$86/hour for 2023). Additionally, the maximum contract fees shall be increased on an annual basis to reflect the same annual consumer price index increase.*



# 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: May 1, 2023

Bid/Contract/PO #: Campus SW Phase 3

Company Name: V3 Companies	Company Contact: Jennifer Maercklein
Contact Phone: 630.333.6646	Contact Email: jmaercklein@v3co.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 Signature on file  
 Printed Name Vincent DelMedico  
 Title Vice President  
 Date May 4, 2023

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



Public Works Requisition \$30,000 and Over

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

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**File #:** PW-P-0035-23

**Agenda Date:** 5/16/2023

**Agenda #:** 10.A.

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AWARDING RESOLUTION ISSUED TO  
RAPIDVIEW, LLC, FOR PARTS AND LABOR TO  
REPAIR THE IBAK SEWER TELEVISION CAMERA  
FOR PUBLIC WORKS  
(CONTACT TOTAL: \$60,000.00)

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

WHEREAS, the Public Works Committee recommends County Board approval for issuance of a contract to RapidView, LLC, for parts and labor to repair the IBAK sewer televising camera, for Public Works, for the period of May 23, 2023, to May 31, 2027.

NOW, THEREFORE BE IT RESOLVED, that the contract, issued to RapidView, LLC, for parts and labor to repair the IBAK sewer televising camera, for Public Works, for the period of May 23, 2023 to May 31, 2027, that, be and it is hereby approved for issuance of a County Contract by the Procurement Division to RapidView, LLC, 1828 W Olson Road, Indiana, 46975, for a total contract amount not to exceed \$60,000.00. Exempt from bidding per DuPage County Procurement Ordinance 2-350 - Sole Source.

Enacted and approved this 23<sup>rd</sup> day of May, 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#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 4 YRS + 0 TERM PERIOD	INITIAL TERM TOTAL COST: \$60,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 05/16/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$60,000.00
	CURRENT TERM TOTAL COST: \$60,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: RapidView, LLC	VENDOR #: 24935	DEPT: Public Works	DEPT CONTACT NAME: Dwane Kozak
VENDOR CONTACT: Jeff Paulik	VENDOR CONTACT PHONE: 574-224-5439	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: dwanekozak@dupageco.org
VENDOR CONTACT EMAIL: japaulik@rapidview.com	VENDOR WEBSITE: www.rapidview.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Contract for parts and labor to repair IBAK sewer televising camera used by the Public Works Underground Department for a four year period from May 23, 2023 through May 31, 2027.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The DuPage County Public Works Underground Department performs in-house inspections and reports on all County owned sanitary & storm sewer systems. This equipment is critical in identifying problems and preventing potential issues such as leaks, cracks and blockages within the system.			

<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. SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

<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.
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. SOLE PROVIDER OF A LICENSED OR PATENTED GOOD OR SERVICE
<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. The IBAK televising equipment is used by the Public Works Underground Department to perform inspections on all County owned sanitary and storm sewer systems. RapidView, LLC. is the sole supplier of the IBAK camera system parts. The system has wearable parts that require replacement and service.
<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.  Due to the fact that this vendor is the sole supplier in the area, the market has not been tested.
<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.  Staff has been unable to identify other sources to provide this product since RapidView is the sole supplier in the area.

### SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: RapidView, LLC.	Vendor#: 24935	Dept: DuPage County Public Works	Division: Public Works
Attn: Jeff Paulik	Email: japulik@rapidview.com	Attn: Magda	Email: pwaccountspayable@dupageco.org
Address: 1828 W. Olson Road	City: Rochester	Address: 7900 S. Route 53	City: Woodridge
State: Indiana	Zip: 46975	State: Illinois	Zip: 60517
Phone: 574-224-5427	Fax:	Phone: 630-985-7400	Fax: 630-985-4802
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME AS ABOVE	Vendor#:	Dept: SAME AS ABOVE	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 23, 2023	Contract End Date (PO25): May 31, 2027
Contract Administrator (PO25): Amy Arlowe/Sandra Martinez			

**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		Parts and labor to repair IBAK sewer televising camera for a four (4) year period from 5/23/23 through 5/31/27.	FY23	2000	2665	52250		4,000.00	4,000.00
2	1	EA			FY23	2000	2665	53370		8,000.00	8,000.00
3	1	EA			FY24	2000	2665	52250		5,000.00	5,000.00
4	1	EA			FY24	2000	2665	53370		10,000.00	10,000.00
5	1	EA			FY25	2000	2665	52250		5,000.00	5,000.00
6	1	EA			FY25	2000	2665	53370		10,000.00	10,000.00
7	1	EA			FY26	2000	2665	52250		5,000.00	5,000.00
8	1	EA			FY26	2000	2665	53370		10,000.00	10,000.00
9	1	EA			FY27	2000	2665	52250		1,000.00	1,000.00
10	1	EA			FY27	2000	2665	53370		2,000.00	2,000.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 60,000.00

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

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

## Arlowe, Amy

---

**From:** Matt Sutton <msutton@rapidview.com>  
**Sent:** Wednesday, April 19, 2023 12:14 PM  
**To:** Arlowe, Amy  
**Cc:** jeff@rapidview.com  
**Subject:** RE: contract paperwork

[Caution: This email originated outside Dupageco.org. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Hello Amy,

Yes, until such time as we have a dealer for your territory, then it may be through them. As of now, we have no dealer in Illinois, but are handling it out of our headquarters in Indiana.

Thanks,

*Matthew W. Sutton*

VP SALES & MARKETING

**RapidView IBAK North America**

Office: 574-224-5427 | Main: 574-224-5426 | Toll Free: 800-656-4225

[matt@rapidview.com](mailto:matt@rapidview.com) | [www.rapidview.com](http://www.rapidview.com)

**From:** Arlowe, Amy <Amy.Arlowe@dupageco.org>  
**Sent:** Wednesday, April 19, 2023 1:02 PM  
**To:** 'Matt Sutton' <msutton@rapidview.com>  
**Cc:** jeff@rapidview.com  
**Subject:** RE: contract paperwork

Matt,  
Thanks for the quick response. I am assuming that all invoices will come from and be paid to RapidView. Please let me know if that is not the case.  
Sincerely,

Amy Arlowe  
Buyer II  
DuPage County Public Works  
7900 S. Route 53  
Woodridge, IL 60517  
630.427.3548  
Fax: 630.985.4802  
[amy.arlowe@dupageco.org](mailto:amy.arlowe@dupageco.org)

**From:** Matt Sutton <[msutton@rapidview.com](mailto:msutton@rapidview.com)>  
**Sent:** Wednesday, April 19, 2023 11:42 AM  
**To:** Arlowe, Amy <[Amy.Arlowe@dupageco.org](mailto:Amy.Arlowe@dupageco.org)>





4/19/2023  
Re: Sole Source

To whom it may concern:

RapidView LLC is the sole source for RapidView IBAK North America equipment and parts in the State of Illinois.

If you have questions regarding this letter, please contact me.

Sincerely,



Matt Sutton  
VP Sales and Marketing  
RapidView IBAK North America  
574-224-5427  
matt@rapidview.com

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RapidView IBAK North America  
1828 W. Olson Rd. | Rochester, IN 46975  
Toll Free: (800) 656-4225 | Fax: (574) 223-7953  
Email: info@rapidview.com | www.rapidview.com

Past Proven **Future Ready**  
Pipeline Inspection and Rehab Equipment



# 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: 4/19/2023

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

Company Name: RapidView LLC	Company Contact: Matthew Sutton
Contact Phone: 574-224-5427	Contact Email: matt@rapidview.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

Matthew W. Sutton

Title

Partner, VP Sale and Marketing

Date

4/19/2023

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



## Public Works Resolution

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

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**File #:** PW-R-0003-23

**Agenda Date:** 5/16/2023

**Agenda #:** 11.A.

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### EASEMENT AGREEMENT BETWEEN THE COUNTY OF DU PAGE AND THE FOREST PRESERVE DISTRICT OF DU PAGE COUNTY PROVIDING FOR THE OPERATION AND MAINTENANCE OF EXISTING SANITARY INTERCEPTORS WITHIN PORTIONS OF WATERFALL GLEN FOREST PRESERVE

WHEREAS, the COUNTY and the DISTRICT are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act,” as specified in Illinois Statute, 5 ILCS 220/1 *et seq.*, 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 governmental bodies; and

WHEREAS, the DISTRICT owns certain property commonly known as the Waterfall Glen Forest Preserve (hereinafter “Waterfall Glen”); and

WHEREAS, on June 11, 1984, the DISTRICT granted a license to the COUNTY for the construction, operation, and maintenance of about 1.7 +/- miles of sanitary Interceptors within Waterfall Glen; and

WHEREAS, the 1984 license for the sanitary Interceptors expired on June 11, 2004; and

WHEREAS, the COUNTY also constructed two additional sanitary interceptor segments of about 0.5 +/- miles in length within Waterfall Glen without a License or Easement as depicted Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the COUNTY requests the granting of easements to allow the access to and continued operation and maintenance of the existing sanitary interceptors within certain portions of Waterfall Glen (hereinafter referred to as “Sanitary Interceptors”); and

WHEREAS, the DISTRICT and the COUNTY are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1(c), hereinafter referred to as the “Transfer Act”; and

WHEREAS, Section 2 of the Transfer Act authorizes transfers of real estate, or interests therein, between municipalities for any public purpose upon such terms as are agreed to by the corporate authorities of the respective municipalities; and

WHEREAS, in accordance with Section 2 of the Transfer Act, the COUNTY, pursuant to a duly passed ordinance, has determined that it is necessary to be granted easements to allow the COUNTY access to and continued use and maintenance of the Sanitary Interceptors within Waterfall Glen; and

NOW THEREFORE IT BE RESOLVED, the DISTRICT has determined that it is reasonable, necessary and in the public interest and welfare to grant the COUNTY easements within Waterfall Glen subject to the terms and conditions set forth herein.

Enacted and approved this 23<sup>rd</sup> day of May, 2023, at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK

**Prepared by and return to:  
Forest Preserve District of  
DuPage County  
C/O Land Preservation Manager  
P.O. Box 5000  
Wheaton, IL 60189-5000**

**PROPERTY ADDRESS:  
VACANT LAND  
South of I-55 and East and West of Cass Avenue  
Lemont, IL 60439  
P.I.N.: 10-03-400-008 & 10-04-401-003**

**AN EASEMENT AGREEMENT BETWEEN THE COUNTY OF DU PAGE AND THE FOREST PRESERVE  
DISTRICT OF DU PAGE COUNTY PROVIDING FOR THE OPERATION AND MAINTENANCE OF  
EXISTING SANITARY INTERCEPTORS WITHIN PORTIONS OF WATERFALL GLEN FOREST PRESERVE**

THIS EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") for the Grant, Conveyance, and Warranty of a Permanent Easement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Forest Preserve District of DuPage County, a body politic and corporate (hereinafter referred to as the "DISTRICT"), with its principal office at 3S580 Naperville Road, Wheaton, Illinois 60189, as grantor, and the County of DuPage, a body politic and corporate (hereinafter referred to as the "COUNTY"), with its principal offices at 421 N. County Farm Road, Wheaton, Illinois 60187, as grantee. The DISTRICT and the COUNTY shall collectively be referred to herein as the "Parties" and may be individually referred to as a "Party."

**WITNESSETH:**

WHEREAS, the COUNTY and the DISTRICT are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act," as specified in Illinois Statute, 5 ILCS 220/1 *et seq.*, 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 governmental bodies; and

WHEREAS, the DISTRICT owns certain property commonly known as the Waterfall Glen Forest Preserve (hereinafter "Waterfall Glen"); and

WHEREAS, on June 11, 1984, the DISTRICT granted a license to the COUNTY for the construction, operation, and maintenance of about 1.7 +/- miles of sanitary Interceptors within Waterfall Glen; and

WHEREAS, the 1984 license for the sanitary Interceptors expired on June 11, 2004; and

WHEREAS, the COUNTY also constructed two additional sanitary interceptor segments of about

0.5 +/- miles in length within Waterfall Glen without a License or Easement as depicted in **EXHIBIT A**, attached hereto and incorporated herein; and

WHEREAS, the COUNTY requests the granting of easements to allow the access to and continued operation and maintenance of the existing sanitary interceptors within certain portions of Waterfall Glen (hereinafter referred to as “Sanitary Interceptors”); and

WHEREAS, the DISTRICT and the COUNTY are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1(c), hereinafter referred to as the “Transfer Act”; and

WHEREAS, Section 2 of the Transfer Act authorizes transfers of real estate, or interests therein, between municipalities for any public purpose upon such terms as are agreed to by the corporate authorities of the respective municipalities; and

WHEREAS, in accordance with Section 2 of the Transfer Act, the COUNTY, pursuant to a duly passed ordinance, has determined that it is necessary to be granted easements to allow the COUNTY access to and continued use and maintenance of the Sanitary Interceptors within Waterfall Glen; and

WHEREAS, the DISTRICT has determined that it is reasonable, necessary and in the public interest and welfare to grant the COUNTY easements within Waterfall Glen subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing preambles and the promises, terms and conditions set forth herein, the Parties agree as follows:

**1.0 INCORPORATION OF RECITALS**

1.1 The recitals set forth above are incorporated herein and made a part of this Agreement.

**2.0 EASEMENTS GRANTED**

2.1 The DISTRICT hereby grants the COUNTY non-exclusive, permanent easements for access to and continued operation, maintenance, and replacement of the Sanitary Interceptors within the certain portions of Waterfall Glen legally described in **EXHIBIT B** and depicted in **EXHIBIT C**, both of which are attached hereto and incorporated herein (hereinafter referred to as “Easement Premises”).

2.2 The COUNTY is hereby granted the unrestricted right to access the Easement Premises at any time to perform emergency maintenance related work associated with this Agreement. The COUNTY is further granted the unrestricted right to access and occupy the Easement Premises, upon no less than two weeks prior written notice to the DISTRICT, for any “invasive activities” (defined as activities beyond routine operation and maintenance related work, including but not limited to large scale construction projects), within the Easement Premises. Conversely, the DISTRICT shall provide the COUNTY notice and an opportunity to review and comment upon any “invasive activities” it intends to perform within the Easement Premises. Notice to either the COUNTY or DISTRICT under this section shall be provided in accordance with the notice provisions in paragraph 9 herein. The COUNTY and DISTRICT shall make any

independent contractor or other assigns accessing the Easement Premises for purposes of said invasive activities aware of the terms and conditions of this Agreement.

**3.0 NO ASSIGNMENT**

3.1 The COUNTY shall not assign this Agreement or the easements granted herein without written approval from the DISTRICT, nor shall the DISTRICT assign this Agreement or the rights granted hereunder without written approval from the COUNTY.

**4.0 EASEMENT FEE**

4.1 Easement fees for the granting of easements by the DISTRICT are assessed in accordance with the DISTRICT'S Easement and License Ordinance (No. 96-096). In consideration that the COUNTY was originally granted a license at a time when there were no license fees for public utilities, and given that the COUNTY has maintained the existing Sanitary Interceptors in good condition, the DISTRICT hereby waives the COUNTY'S easement fee.

**5.0 RESTORATION**

5.1 If the COUNTY or its contractor damages the Easement Premises or adjacent preserve land, the COUNTY shall restore all damaged areas according to the DISTRICT'S specifications. If the COUNTY fails to initiate restoration the Easement Premises or adjacent preserve land within 45 days of service of the DISTRICT'S written demand for the restoration work, or fails to complete restoration within 90 days of said demand, the DISTRICT shall have the right to take such action as it deems necessary to perform the restoration work, which shall include the authority to (a) perform the work with its own personnel and/or; (b) engage the services of an independent contractor to perform the work. The DISTRICT shall account for all costs incurred to restore the Easement Premises or adjacent preserve land, and the COUNTY shall reimburse the DISTRICT for costs associated with said restoration work within 45 days of service of the DISTRICT's written demand for payment.

**6.0 INSURANCE**

6.1 The COUNTY is self-insured and does not purchase insurance on a case-by-case basis. The COUNTY shall require independent contractors doing work within the Easement Premises to purchase and/or provide proof of insurance coverage which will satisfactorily insure COUNTY and, where appropriate, the DISTRICT against claims and liabilities which may arise out of their activity upon the Easement Premises. Such insurance shall be issued by companies licensed to do business in the State of Illinois and having an A.M. Best Rating of A minus or better. Independent contractors shall provide Certificates of Insurance naming the DISTRICT and any of its officers, trustees, agents or employees as additionally insured on all coverages in this Agreement except Workers' Compensation and Employer's Liability. The insurance coverages shall include the following:

- (A) Workers' compensation insurance with limits as required by the applicable workers' compensation statutes. The employer's liability coverage under the workers' compensation policy shall have limits of not less than \$500,000 each accident/injury; \$500,000 each employee/disease; \$500,000 policy limit.

- (B) Commercial general liability insurance protecting the COUNTY against public liability claims which may arise in the course of using the Easement Premises. The limits of liability shall not be less than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial general liability insurance shall include contractual liability coverage and an endorsement naming the DISTRICT as an additional insured.
- (C) Commercial automobile liability insurance covering owned, non-owned and leased vehicles which protects against automobile liability claims whether on or off the DISTRICT'S premises with coverage limits of not less than \$1,000,000 each accident bodily injury/property damage combined single limit.
- (D) Umbrella or Excess liability insurance with limits of not less than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$1,000,000 aggregate bodily injury/property damage combined single limit. The Umbrella or Excess coverage shall apply in excess of the limits stated in subparagraphs (B) and (C) above, and shall either include an endorsement naming the DISTRICT as an additional insured or provide "following form" coverage.

The independent contractor's policy of Commercial General Liability Insurance shall provide "occurrence" based coverage and shall include an endorsement naming the DISTRICT as additional insured. The COUNTY shall provide evidence of said insurance coverage, as requested by the DISTRICT, by furnishing a self-insurance letter.

**7.0 INDEMNIFICATION**

- 7.1 To the extent permitted by law, the COUNTY and the DISTRICT shall each indemnify, hold harmless and defend the other, their 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 connected with, the other's negligent or willful acts, errors or omissions in its performance under this Agreement. Neither waives any defenses or immunity available to it with respect to third parties; and all such defenses and immunities are hereby reserved..
- 7.2 The COUNTY shall require each contractor who performs any work on the Easement Premises, to defend, hold harmless and indemnify the DISTRICT to the same extent as required of the COUNTY under paragraph 7, and the COUNTY shall include in all of its contracts a statement expressly declaring the DISTRICT to be a third-party beneficiary of the contractors' indemnification provision.
- 7.3 Nothing contained herein shall be construed as prohibiting the COUNTY or the DISTRICT, their 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, any attorney representing the COUNTY under this paragraph is to be appointed a Special Prosecutor, as provided in 55 ILCS 5/3-9008, unless the attorney is already an Assistant State's Attorney. The COUNTY'S participation in its



defense shall not remove DISTRICT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. The DISTRICT's participation in its defense shall not remove the COUNTY'S duty to indemnify, defend, and hold harmless, as set forth above.

- 7.4 Neither the COUNTY nor the DISTRICT by these indemnity requirements, waive, forfeit or otherwise in any manner relinquish any defenses, privileges or immunities under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 *et seq.*) or which may be otherwise available to them, jointly and/or severally under any applicable law. All tort immunities and privileges are hereby specifically reserved.
- 7.5 There are no third-party beneficiaries of this Agreement except to the extent provided for in paragraph 7.2 above.
- 7.6 Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. Except with respect to occurrences arising before reversion of the Easement, the DISTRICT'S and COUNTY'S indemnification under Section 7 hereof shall terminate upon reversion of the Easement to the DISTRICT whensoever shall occur and the DISTRICT shall assume maintenance over the Easement Premises.
- 7.7 The COUNTY shall promptly pay all costs and expenses relating to any and all work contracted by the County or necessitated by restoration efforts within the Easement Premises and shall not allow any liens on DISTRICT property as a result of said work. To the extent permitted by law, the COUNTY shall defend, indemnify, and hold the DISTRICT harmless from any and all liens, costs and expenses arising from the work performed under this Agreement.

## **8.0 BREACH OF AGREEMENT**

- 8.1 If a Party reasonably believes that a breach of this Agreement has occurred or is occurring, the Party shall serve written notice thereof upon the Party committing or permitting such breach to occur, specifying in detail the breach and the facts supporting such claim. The Party alleged to have committed the breach shall have 45 days within which to cure the violation. If the Party in violation is the COUNTY, and the COUNTY fails to cure the breach within the 45 day period, the DISTRICT may pursue monetary damages or specific performance provided that the 45 day cure period shall be extended for a reasonable time if the COUNTY has undertaken to cure the breach within the 45 day period and continues to diligently and in good faith to complete the corrective action. Given the importance of the Sanitary Interceptors to public health and safety and given the nature and scope of the Sanitary Interceptors, remedies available to the DISTRICT do not and shall not include termination of this Agreement or prevention of access to the Easement Premises.
- 8.2 Action by any Party to enforce any term of this Agreement shall be without prejudice to the exercise of any other rights provided herein or by law or in equity to remedy a breach of this Agreement, subject to the terms of the preceding paragraph 8.1.
- 8.3 A waiver by a Party of any breach of one or more of the terms of this Agreement on the part of the other Party shall not constitute a waiver of any subsequent or other breach of the same or other term, nor shall the failure on the part of a Party to require exact, full and complete compliance with any of the terms contained herein be construed as changing the terms of this Agreement or estopping a Party from enforcing full compliance with the provisions set forth herein, unless otherwise agreed to in a writing signed by all Parties hereto. No delay, failure or omission of a Party to exercise any right, power, privilege or option arising from a breach shall impair any right, privilege or option, or be construed as a waiver or acquiescence in such

breach or as a relinquishment of any right. No option, right, power, remedy or privilege of the Parties shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, power, privileges and remedies given the Parties under this Agreement and by law shall be cumulative.

## **9.0 NOTICES**

9.1 All notices required to be given under the terms of this Agreement shall be deemed properly given to the party to be notified in writing at the time it is personally delivered or served by certified or registered mail, return receipt requested, or sent by confirmed facsimile or email, to the party's address. Notices served upon the DISTRICT shall be directed to the Executive Director, Forest Preserve District of DuPage County, P.O. Box 5000, 35580 Naperville Road, Wheaton, IL 60189-5000. Notices served upon the COUNTY shall be directed to the Director, Division of Public Works and Operations, County of DuPage, 421 N. County Farm Road, Wheaton, Illinois 60187. Any Party may designate a new location for service of notices by serving notice of the change in accordance with the requirements of this paragraph.

## **10.0 MISCELLANEOUS TERMS**

- 10.1 All rights, title and privileges herein granted, including all benefits and burdens, shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns.
- 10.2 The DISTRICT hereby reserves the right to use, or permit to be used, the Easement Premises in any manner that will not prevent or materially interfere with the exercise by the COUNTY of the rights granted herein. Whenever in this Agreement, approval or review of either the COUNTY or the DISTRICT is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 10.3 If any Party initiates any legal proceeding or action, whether at law or in equity, to enforce any provision of this Agreement, the prevailing Party (as determined by the court) shall be entitled to recover its reasonable costs and expenses incurred in connection with said proceeding or action, including, but not limited to, reasonable expert witness and attorney fees.
- 10.4 The DISTRICT shall be responsible for recording this Agreement, at its expense, in the Office of the Recorder of Deeds, DuPage County, and for providing the COUNTY with a recorded copy.
- 10.5 The provisions set forth herein represent the entire agreement between the Parties and supersede any previous oral or written agreements related to Sanitary Interceptors within a portion of Waterfall Glen Forest Preserve, as it is the intent of the Parties to provide for a complete integration within the terms of this Agreement.
- 10.6 No provision may be modified in any respect unless such modification is in writing, duly approved and signed by all Parties.
- 10.7 This Agreement shall not be deemed or construed to create an employment, joint venture, partnership or agency relationship between the parties.
- 10.8 This Agreement shall be construed in accordance with the laws of the State of Illinois as to both interpretation and performance.
- 10.9 The forum for resolving disputes concerning the Parties' respective performance, or failure to perform, under this agreement shall be the 18<sup>th</sup> Judicial Circuit Court in DuPage County, Illinois.
- 10.10 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, plagues, or natural disasters.

10.11 This Agreement shall be executed in duplicate, and each Party shall retain a fully executed original, all of which shall be deemed to be one Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates stated below.

**FOREST PRESERVE DISTRICT OF  
DUPAGE COUNTY**

**COUNTY OF DUPAGE**

BY: \_\_\_\_\_  
Daniel Hebreard, President

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

ATTEST: \_\_\_\_\_  
Judith Malahy, Secretary

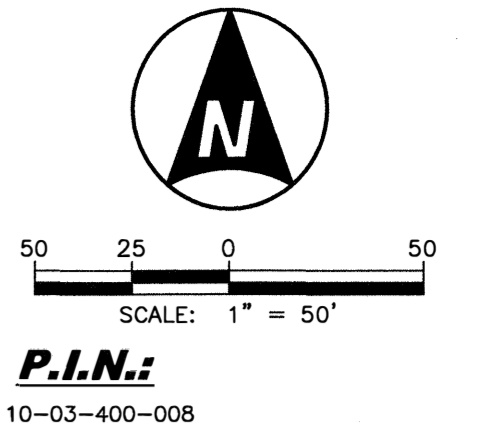
ATTEST: \_\_\_\_\_  
Jean Kaczmarek, County Clerk

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

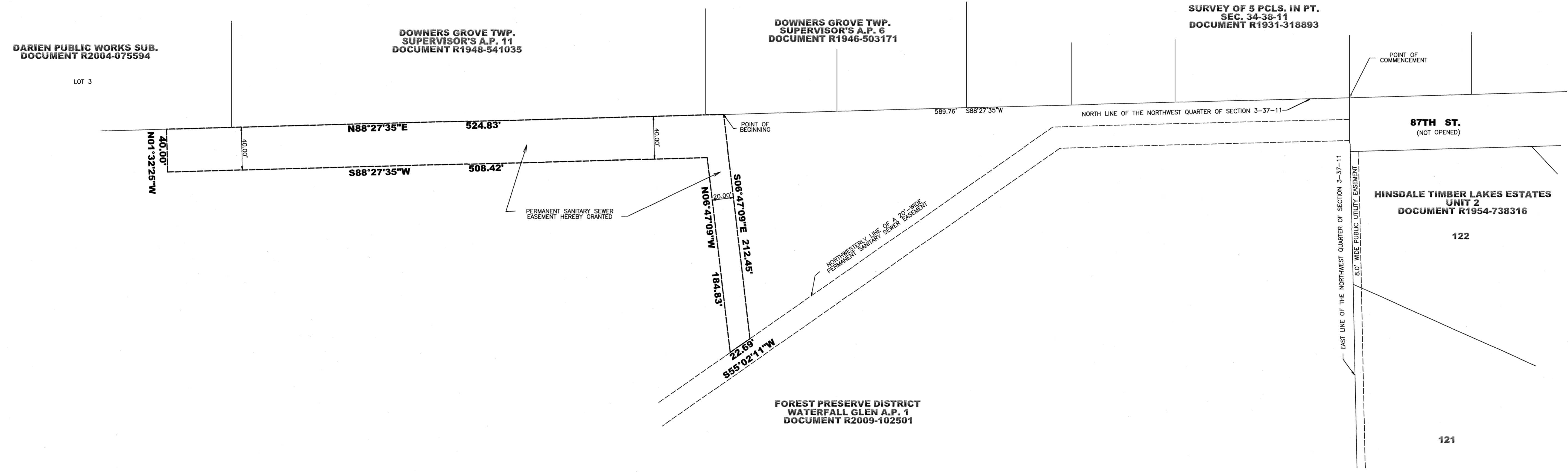
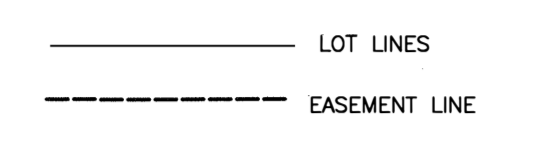
# PLAT OF EASEMENT 3

## FOR SANITARY SEWER



**PERMANENT SANITARY SEWER EASEMENT LEGAL DESCRIPTION**  
 THAT PART OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 27 MINUTES 35 SECONDS WEST, A DISTANCE OF 589.76 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE SOUTH 08 DEGREES 47 MINUTES 09 SECONDS EAST, A DISTANCE OF 212.45 FEET TO THE NORTHWESTERLY LINE OF A 20-FOOT WIDE PERMANENT SANITARY SEWER EASEMENT; THENCE SOUTH 55 DEGREES 02 MINUTES 11 SECONDS WEST, A DISTANCE OF 22.69 FEET ALONG SAID NORTHWESTERLY LINE; THENCE NORTH 06 DEGREES 47 MINUTES 09 SECONDS WEST, A DISTANCE OF 184.83 FEET TO A LINE THAT IS PARALLEL WITH AND 40.00 FEET SOUTHERLY OF THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 27 MINUTES 35 SECONDS WEST, A DISTANCE OF 508.42 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 01 DEGREES 32 MINUTES 25 SECONDS WEST, A DISTANCE OF 40.00 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 27 MINUTES 35 SECONDS EAST, A DISTANCE OF 524.83 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING; IN DUPAGE COUNTY, ILLINOIS.

**LEGEND:**



**EXHIBIT A**

**GENERAL NOTES:**  
 1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.  
 2. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.

**SURVEYOR'S NOTES:**  
 1. BEARINGS BASED ON ILLINOIS EAST STATE PLANE COORDINATE SYSTEM.

STATE OF ILLINOIS )  
 COUNTY OF COOK )  
 THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE ABOVE-DESCRIBED PROPERTY, AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSE OF GRANTING AN EASEMENT TO THE COUNTY OF DUPAGE FOR PURPOSES STATED HEREON, AND THAT THIS PLAT OF EASEMENT ACCURATELY DEPICTS SAID PROPERTY.  
 GIVEN UNDER MY HAND AND SEAL THIS 16<sup>TH</sup> DAY OF OCTOBER, 2015  
  
 RUSSELL W. OLSEN  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002718  
 LICENSE EXPIRES: NOVEMBER 30, 2016  
 MACKIE CONSULTANTS, LLC  
 9575 W HIGGINS ROAD, SUITE 500, ROSEMONT, IL 60018



**Mackie Consultants, LLC**  
 9575 W. Higgins Road, Suite 500  
 Rosemont, IL 60018  
 (847)696-1400  
 www.mackieconsult.com

CLIENT:  
**COUNTY OF Du PAGE**  
 421 N. COUNTY FARM ROAD  
 WHEATON, ILLINOIS 60187

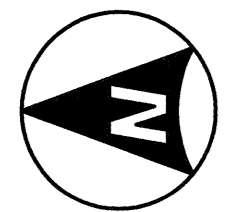
DATE	DESCRIPTION OF REVISION	BY	SCALE
			1"=50'

**PLAT OF EASEMENT  
 KNOLLWOOD SEWER EASEMENTS  
 BURR RIDGE, ILLINOIS**

SHEET  
**1 OF 2**  
 PROJECT NUMBER: 2798  
 © MACKIE CONSULTANTS LLC, 2015  
 ILLINOIS FIRM LICENSE 184-002694

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# PLAT OF EASEMENT 4



100' 50' 0 100'  
SCALE: 1" = 100'

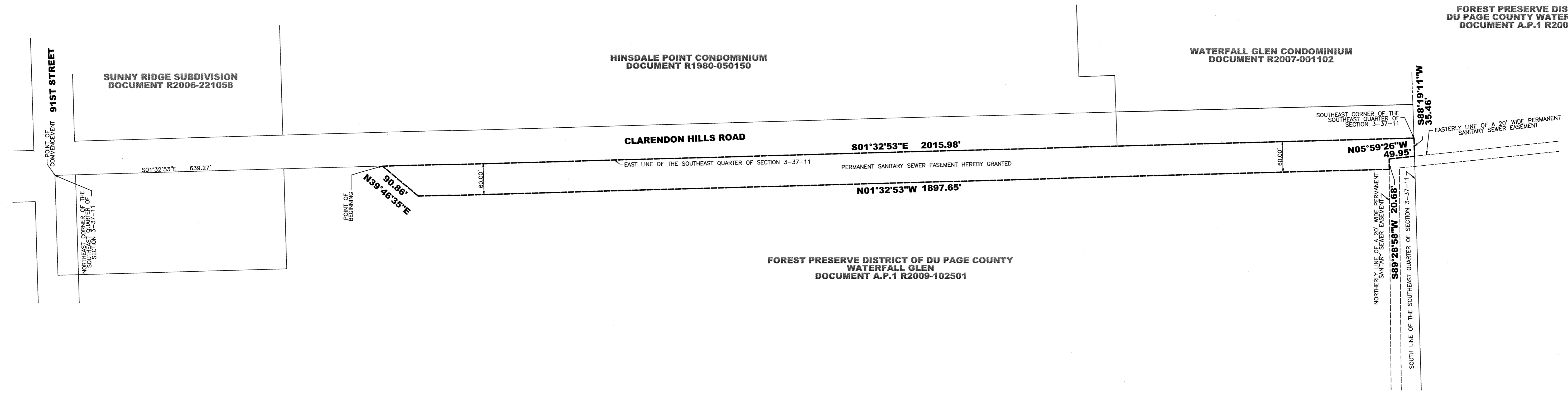
**LEGEND:**

- LOT LINES
- - - EASEMENT LINE

**P.I.N.:**

10-03-400-008

**PERMANENT SANITARY SEWER EASEMENT LEGAL DESCRIPTION**  
 THAT PART OF SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01 DEGREES 32 MINUTES 53 SECONDS EAST, A DISTANCE OF 639.27 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 32 MINUTES 53 SECONDS EAST, A DISTANCE OF 2015.98 FEET ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 19 MINUTES 11 SECONDS WEST, A DISTANCE OF 35.46 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO AN EASTERLY LINE OF A 20 FOOT WIDE PERMANENT SANITARY SEWER EASEMENT; THENCE NORTH 05 DEGREES 59 MINUTES 26 SECONDS WEST, A DISTANCE OF 49.95 FEET ALONG SAID EASTERLY LINE TO AN ANGLE POINT THEREIN; THENCE SOUTH 88 DEGREES 28 MINUTES 58 SECONDS WEST, A DISTANCE OF 20.68 FEET ALONG A NORTHERLY LINE OF SAID SANITARY SEWER EASEMENT TO THE INTERSECTION OF A LINE THAT IS 60.00 FEET WESTERLY OF AND PARALLEL WITH THE EAST LINE OF SAID QUARTER; THENCE NORTH 01 DEGREES 32 MINUTES 53 SECONDS WEST, A DISTANCE OF 1897.65 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 39 DEGREES 46 MINUTES 35 SECONDS EAST, A DISTANCE OF 90.86 FEET TO THE POINT OF BEGINNING ALL IN DUPAGE COUNTY, ILLINOIS.



FOREST PRESERVE DISTRICT OF DU PAGE COUNTY WATERFALL GLEN DOCUMENT A.P.1 R2009-102501

WATERFALL GLEN CONDOMINIUM DOCUMENT R2007-001102

HINSDALE POINT CONDOMINIUM DOCUMENT R1980-050150

SUNNY RIDGE SUBDIVISION DOCUMENT R2006-221058

CLARENDON HILLS ROAD

FOREST PRESERVE DISTRICT OF DU PAGE COUNTY WATERFALL GLEN DOCUMENT A.P.1 R2009-102501

SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 3-37-11  
 88°19'11"W 35.46'  
 EASTERLY LINE OF A 20' WIDE PERMANENT SANITARY SEWER EASEMENT  
 N05°59'26"W 49.95'  
 NORTHERLY LINE OF A 20' WIDE PERMANENT SANITARY SEWER EASEMENT  
 S89°28'58"W 20.68'  
 SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 3-37-11

STATE OF ILLINOIS)  
 )SS  
 COUNTY OF COOK)  
 THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE ABOVE-DESCRIBED PROPERTY, AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSE OF GRANTING AN EASEMENT TO THE COUNTY OF DU PAGE FOR PURPOSES STATED HEREON, AND THAT THIS PLAT OF EASEMENT ACCURATELY DEPICTS SAID PROPERTY.  
 GIVEN UNDER MY HAND AND SEAL THIS 16<sup>th</sup> DAY OF October A.D. 2015.  
  
 RUSSELL W. OLSEN  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002718  
 LICENSE EXPIRES: NOVEMBER 30, 2016  
 MACKIE CONSULTANTS, LLC  
 9575 W HIGGINS ROAD, SUITE 500, ROSEMONT, IL 60018



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**Mackie Consultants, LLC**  
 9575 W. Higgins Road, Suite 500  
 Rosemont, IL 60018  
 (847)696-1400  
 www.mackieconsult.com

CLIENT:  
**COUNTY OF Du PAGE**  
 421 N. COUNTY FARM ROAD  
 WHEATON, ILLINOIS 60187

DESIGNED	
DRAWN	RPO
APPROVED	RWO
DATE	10-16-15
SCALE	1' = 100'
DATE	10-15-15
DESCRIPTION OF REVISION	PLAT OF EASEMENT
BY	RPO

**PLAT OF EASEMENT  
 KNOLLWOOD  
 SEWER EASEMENTS  
 BURR RIDGE, ILLINOIS**

SHEET  
**2 OF 2**  
 PROJECT NUMBER: 2798  
 © MACKIE CONSULTANTS LLC, 2015  
 ILLINOIS FIRM LICENSE 184-002694

## LEGAL DESCRIPTION 1

### (Permanent Easement – Sanitary Sewer – Waterfall Glen Forest Preserve)

THAT PART OF SECTION 3, IN TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS A STRIP OF LAND, 20 FEET IN WIDTH AND LYING 10 FEET ON EACH SIDE, OF THE FOLLOWING DESCRIBED CENTER LINE: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 3; THENCE S, 0 DEGREES 22 MINUTES 55 SECONDS, ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 30.00 FEET TO THE PLACE OF BEGINNING OF AFORESAID CENTERLINE; THENCE N. 89 DEGREES 50 MINUTES 31 SECONDS W., PARALLEL TO THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 276.78 FEET; THENCE S. 56 DEGREES 44 MINUTES 05 SECONDS W., A DISTANCE OF 688.80 FEET; THENCE S. 42 DEGREES 16 MINUTES 15 SECONDS W. A DISTANCE OF 555.26 FEET; THENCE S. 8 DEGREES 21 MINUTES 07 SECONDS W., A DISTANCE OF 183.69 FEET; THENCE S. 61 DEGREES 46 MINUTES 17 SECONDS W., A DISTANCE OF 338.97 FEET; THENCE S. 59 DEGREES 26 MINUTES 30 SECONDS W., A DISTANCE OF 221.74 FEET, TO THE POINT OF INTERSECTION WITH A LINE, WHICH IS 8.00 FEET NORTHEASTERLY OF, MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE NORTHEASTERLY LINE OF CASS AVENUE; THENCE S. 16 DEGREE 38 MINUTES 42 SECONDS E., PARALLEL TO THE NORTHEASTERLY LINE OF CASS AVENUE, A DISTANCE OF 754.01 FEET, MORE OR LESS, TO A POINT ON THE NORTHEASTERLY LINE OF CASS AVENUE, WHICH POINT IS 50.00 FEET NORTHEASTERLY OF THE CENTERLINE OF SAID CASS AVENUE AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE, AND 172.33 FEET NORTHWESTERLY OF THE POINT OF INTERSECTION OF SAID NORTHEASTERLY LINE OF CASS AVENUE WITH THE SOUTH LINE OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 3; THENCE S. 25 DEGREES 45 MINUTES 08 SECONDS W., A DISTANCE OF 148.49 FEET, TO THE POINT OF INTERSECTION WITH A LINE, WHICH IS 105.00 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE NORTHEASTERLY LINE OF CASS AVENUE; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE THE FOLLOWING THREE (3) COURCES AND DISTANCES; (1) THENCE S. 19 DEGREES 14 MINUTES 52 SECONDS E., A DISTANCE OF 1034.09 FEET; (2) THENCE S. 42 DEGREES 02 MINUTES 33 SECONDS E., A DISTANCE OF 795.73 FEET; (3) THENCE S. 55 DEGREES 19 MINUTES 09 SECONDS E., A DISTANCE OF 98.90 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF ARGONNE PARK, SAID POINT BEING THE POINT OF TERMINATION OF SAID CENTERLINE; SAID CENTERLINE BEING BOUNDED AT THE SOUTH BY A LINE PASSING THROUGH THE POINT OF TERMINATION, AND HAVING A BEARING OF S. 89 DEGREES 55 MINUTES 12 SECONDS E., AND BEING BOUNDED AT THE EAST BY THE AFORESAID EAST LINE OF NORTHWEST  $\frac{1}{4}$  OF SECTION 3, PASSING THROUGH THE PLACE OF BEGINNING, AND HAVING A BEARING OF S. 0 DEGREES 22 MINUTES 55 SECONDS W., (EXCEPTING THAT PART WHICH LIES WITHIN CASS AVENUE R.O.W.), ALL IN DUPAGE COUNTY, ILLINOIS.

**EXHIBIT B**

## **LEGAL DESCRIPTION 2**

### **(Permanent Easement – Sanitary Sewer – Waterfall Glen Forest Preserve)**

THOSE PARTS OF SECTION 3, 10 AND 11, ALL IN TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS A STRIP OF LAND, 20 FEET IN WIDTH AND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3, THENCE N. 89 DEGREES 55 MINUTES 55 SECONDS W. ALONG THE SOUTH LINE OF SAID SECTION 3, A DISTANCE OF 1320.48 FEET; THENCE S. 71 DEGREES 55 MINUTES 55 SECONDS E. ALONG A LINE WHICH IS NORTHERLY LINE OF A TRACT OF LAND KNOWN AS ARGONNE PARK, A DISTANCE OF 51.28 FEET, TO THE PLACE OF BEGINNING OF AFORESAID CENTERLINE; THENCE N. 55 DEGREES 04 MINUTES 05 SECONDS E., A DISTANCE OF 136.69 FEET; THENCE S. 88 DEGREES 46 MINUTES 03 SECONDS E., A DISTANCE OF 1111.47 FEET; THENCE S. 4 DEGREES 14 MINUTES 32 SECONDS E., A DISTANCE OF 450.12 FEET; THENCE S. 73 DEGREES 30 MINUTES 20 SECONDS E., A DISTANCE OF 618.85 FEET; THENCE S. 7 DEGREES 30 MINUTES 20 SECONDS E., A DISTANCE OF 305.17 FEET; THENCE S. 56 DEGREES 13 MINUTES 53 SECONDS E., A DISTANCE OF 238.54 FEET; THENCE S. 73 DEGREES 00 MINUTES 56 SECONDS E., A DISTANCE OF 398.34 FEET; THENCE S. 28 DEGREES 00 MINUTES 56 SECONDS E., A DISTANCE OF 175.00 FEET; THENCE S. 47 DEGREES 40 MINUTES 56 SECONDS E., A DISTANCE OF 61.92 FEET, MORE OR LESS, TO THE POINT OF TERMINATION OF SAID CENTERLINE ON THE EAST LINE OF THE WEST  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 11, WHICH POINT IS 1336.81 FEET S. 0 DEGREES 11 MINUTES 29 SECONDS W. OF THE NORTHEAST CORNER OF SAID WEST  $\frac{1}{2}$  OF NORTHWEST  $\frac{1}{4}$ ; SAID CENTERLINE BEING BOUNDED AT THE EAST BY THE EAST LINE OF THE WEST  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 11, AND BEING BOUNDED AT THE WEST BY A LINE PASSING THROUGH THE POINT OF BEGINNING AND HAVING A BEARING OF S. 71 DEGREES 55 MINUTES 55 SECONDS E., ALL IN DUPAGE COUNTY, ILLINOIS.

**LEGAL DESCRIPTION 3**

**(Permanent Easement – Sanitary Sewer – Waterfall Glen Forest Preserve)**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 27 MINUTES 35 SECONDS WEST, A DISTANCE OF 589.76 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE SOUTH 06 DEGREES 47 MINUTES 09 SECONDS EAST, A DISTANCE OF 212.45 FEET TO THE NORTHWESTERLY LINE OF A 20-FOOT WIDE PERMANENT SANITARY SEWER EASEMENT; THENCE SOUTH 55 DEGREES 02 MINUTES 11 SECONDS WEST A DISTANCE OF 22.69 FEET ALONG SAID NORTHWESTERLY LINE; THENCE NORTH 06 DEGREES 47 MINUTES 09 SECONDS WEST, A DISTANCE OF 184.83 FEET TO A LINE THAT IS PARALLEL WITH AND 40.00 FEET SOUTHERLY OF THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 27 MINUTES 35 SECONDS WEST, A DISTANCE OF 508.42 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 01 DEGREES 32 MINUTES 25 SECONDS WEST, A DISTANCE OF 40.00 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 27 MINUTES 35 SECONDS EAST, A DISTANCE OF 524.83 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING; IN DUPAGE COUNTY, ILLINOIS.



**LEGAL DESCRIPTION 4**

**(Permanent Easement – Sanitary Sewer – Waterfall Glen Forest Preserve)**

THAT PART OF SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01 DEGREES 32 MINUTES 53 SECONDS EAST, A DISTANCE OF 639.27 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 32 MINUTES 53 SECONDS EAST, A DISTANCE OF 2015.98 FEET ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 19 MINUTES 11 SECONDS WEST, A DISTANCE OF 35.46 FEET ALONG THE SOUTH LINE OF SAID QUARTER TO AN EASTERLY LINE OF 20 FOOT WIDE PERMANENT SANITARY SEWER EASEMENT; THENCE NORTH 05 DEGREES 59 MINUTES 26 SECONDS WEST, A DISTANCE OF 49.95 FEET ALONG SAID EASTERLY LINE TO AN ANGLE POINT THEREIN; THENCE SOUTH 89 DEGREES 28 MINUTES 58 SECONDS WEST, A DISTANCE OF 20.68 FEET ALONG A NORTHERLY LINE OF SAID SANITARY SEWER EASEMENT TO THE INTERSECTION OF A LINE THAT IS 60.00 FEET WESTERLY OF AND PARALLEL WITH THE EAST LINE OF SAID QUARTER; THENCE NORTH 01 DEGREES 32 MINUTES 53 SECONDS WEST, A DISTANCE OF 1897.65 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 39 DEGREES 46 MINUTES 35 SECONDS EAST, A DISTANCE OF 90.86 FEET TO THE POINT OF BEGINNING ALL IN DUPAGE COUNTY, ILLINOIS.

# PLAT of EASEMENT 1

ORDERED BY: DuPage County Dept. Public Work.  
ORDER No. 81-12-01

-BY-

PRC Consoer Townsend, Inc.  
Consulting Engineers - Surveyors  
303 East Wacker Drive Chicago, Illinois 60601  
(312) 938-0300

OF

## PARCEL "A" (TEMPORARY SANITARY SEWER EASEMENT)

THAT PART OF SECTION 3, IN TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS A STRIP OF LAND, 60 FEET IN WIDTH AND LYING 30 FEET ON EACH SIDE, OF THE FOLLOWING DESCRIBED CENTERLINE:

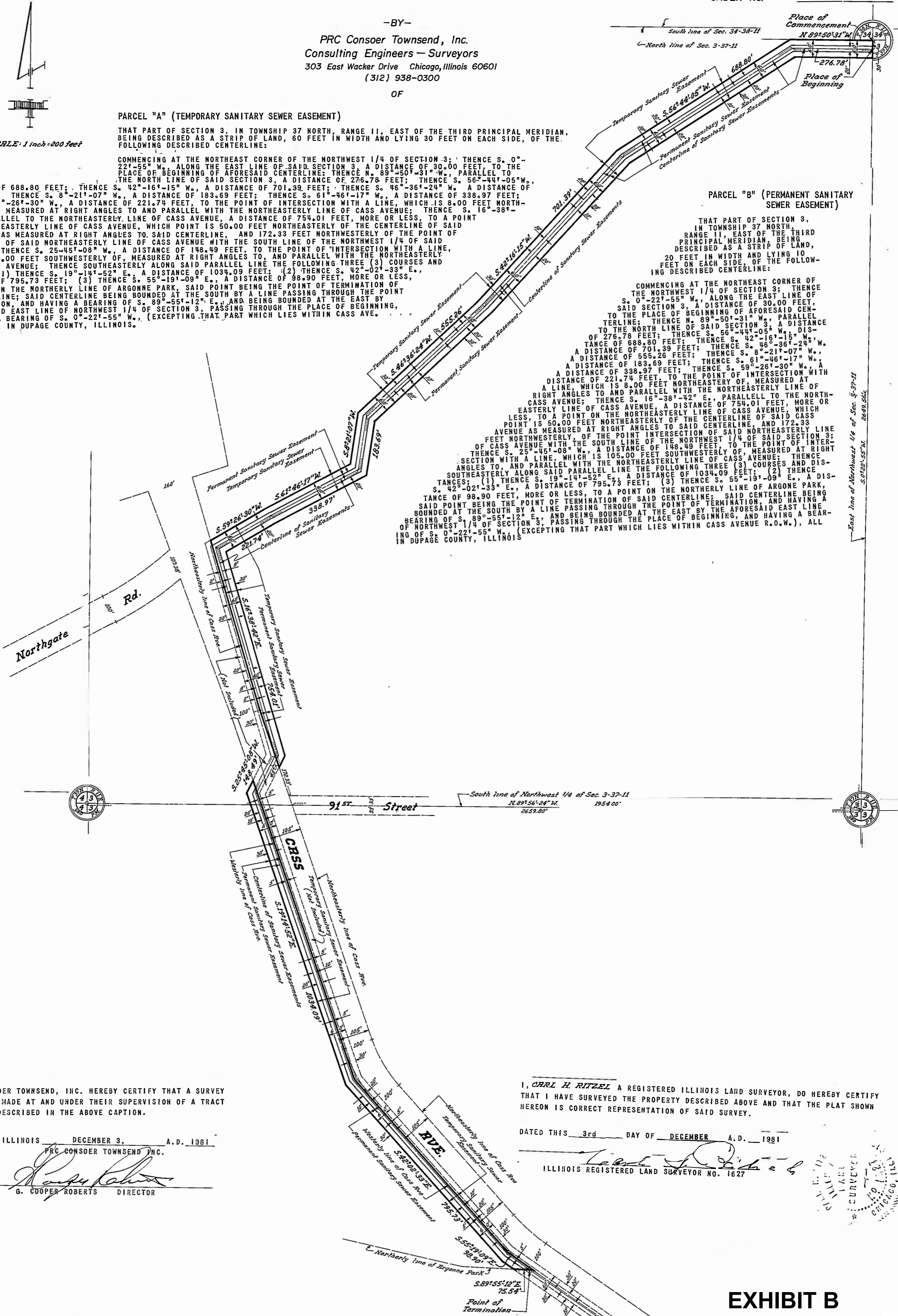
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 3; THENCE S. 0°-22'-55" W., ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 30.00 FEET TO THE PLACE OF BEGINNING OF AFORESAID CENTERLINE; THENCE N. 89°-50'-31" W., PARALLEL TO THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 276.78 FEET; THENCE S. 56°-44'-05" W., A DISTANCE OF 688.80 FEET; THENCE S. 42°-16'-15" W., A DISTANCE OF 701.39 FEET; THENCE S. 46°-36'-24" W., A DISTANCE OF 555.26 FEET; THENCE S. 8°-21'-07" W., A DISTANCE OF 183.69 FEET; THENCE S. 61°-46'-17" W., A DISTANCE OF 338.97 FEET; THENCE S. 59°-26'-30" W., A DISTANCE OF 221.74 FEET, TO THE POINT OF INTERSECTION WITH A LINE, WHICH IS 8.00 FEET NORTHEASTERLY OF, MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE NORTHEASTERLY LINE OF CASS AVENUE; THENCE S. 16°-38'-42" E., PARALLEL TO THE NORTHEASTERLY LINE OF CASS AVENUE, A DISTANCE OF 754.01 FEET, MORE OR LESS, TO A POINT ON THE NORTHEASTERLY LINE OF CASS AVENUE, WHICH POINT IS 50.00 FEET NORTHEASTERLY OF THE CENTERLINE OF SAID CASS AVENUE AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE, AND 172.33 FEET NORTHWESTERLY OF THE POINT OF INTERSECTION OF SAID NORTHEASTERLY LINE OF CASS AVENUE WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3; THENCE S. 25°-45'-08" W., A DISTANCE OF 148.49 FEET, TO THE POINT OF INTERSECTION WITH A LINE, WHICH IS 105.00 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE NORTHEASTERLY LINE OF CASS AVENUE; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE THE FOLLOWING THREE (3) COURSES AND DISTANCE: (1) THENCE S. 19°-14'-52" E., A DISTANCE OF 1034.09 FEET; (2) THENCE S. 42°-02'-33" E., A DISTANCE OF 795.73 FEET; (3) THENCE S. 55°-19'-09" E., A DISTANCE OF 98.90 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF ARGONNE PARK, SAID POINT BEING THE POINT OF TERMINATION OF SAID CENTERLINE; SAID CENTERLINE BEING BOUNDED AT THE SOUTH BY A LINE PASSING THROUGH THE POINT OF TERMINATION, AND HAVING A BEARING OF S. 89°-55'-12" E., AND BEING BOUNDED AT THE EAST BY THE AFORESAID EAST LINE OF NORTHWEST 1/4 OF SECTION 3, PASSING THROUGH THE PLACE OF BEGINNING, AND HAVING A BEARING OF S. 0°-22'-55" W., (EXCEPTING THAT PART WHICH LIES WITHIN CASS AVE. R.O.W.), ALL IN DUPAGE COUNTY, ILLINOIS.

## PARCEL "B" (PERMANENT SANITARY SEWER EASEMENT)

THAT PART OF SECTION 3, IN TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS A STRIP OF LAND, 20 FEET IN WIDTH AND LYING 10 FEET ON EACH SIDE, OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 3; THENCE S. 0°-22'-55" W., ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 30.00 FEET TO THE PLACE OF BEGINNING OF AFORESAID CENTERLINE; THENCE N. 89°-50'-31" W., PARALLEL TO THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 276.78 FEET; THENCE S. 56°-44'-05" W., A DISTANCE OF 688.80 FEET; THENCE S. 42°-16'-15" W., A DISTANCE OF 701.39 FEET; THENCE S. 46°-36'-24" W., A DISTANCE OF 555.26 FEET; THENCE S. 8°-21'-07" W., A DISTANCE OF 183.69 FEET; THENCE S. 61°-46'-17" W., A DISTANCE OF 338.97 FEET; THENCE S. 59°-26'-30" W., A DISTANCE OF 221.74 FEET, TO THE POINT OF INTERSECTION WITH A LINE, WHICH IS 8.00 FEET NORTHEASTERLY OF, MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE NORTHEASTERLY LINE OF CASS AVENUE; THENCE S. 16°-38'-42" E., PARALLEL TO THE NORTHEASTERLY LINE OF CASS AVENUE, A DISTANCE OF 754.01 FEET, MORE OR LESS, TO A POINT ON THE NORTHEASTERLY LINE OF CASS AVENUE, WHICH POINT IS 50.00 FEET NORTHEASTERLY OF THE CENTERLINE OF SAID CASS AVENUE AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE, AND 172.33 FEET NORTHWESTERLY OF THE POINT OF INTERSECTION OF SAID NORTHEASTERLY LINE OF CASS AVENUE WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3; THENCE S. 25°-45'-08" W., A DISTANCE OF 148.49 FEET, TO THE POINT OF INTERSECTION WITH A LINE, WHICH IS 105.00 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE NORTHEASTERLY LINE OF CASS AVENUE; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE S. 19°-14'-52" E., A DISTANCE OF 1034.09 FEET; (2) THENCE S. 42°-02'-33" E., A DISTANCE OF 795.73 FEET; (3) THENCE S. 55°-19'-09" E., A DISTANCE OF 98.90 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF ARGONNE PARK, SAID POINT BEING THE POINT OF TERMINATION OF SAID CENTERLINE; SAID CENTERLINE BEING BOUNDED AT THE SOUTH BY A LINE PASSING THROUGH THE POINT OF TERMINATION, AND HAVING A BEARING OF S. 89°-55'-12" E., AND BEING BOUNDED AT THE EAST BY THE AFORESAID EAST LINE OF NORTHWEST 1/4 OF SECTION 3, PASSING THROUGH THE PLACE OF BEGINNING, AND HAVING A BEARING OF S. 0°-22'-55" W., (EXCEPTING THAT PART WHICH LIES WITHIN CASS AVENUE R.O.W.), ALL IN DUPAGE COUNTY, ILLINOIS.

SCALE: 1 inch = 200 feet



PRC CONSOER TOWNSEND, INC. HEREBY CERTIFY THAT A SURVEY HAS BEEN MADE AT AND UNDER THEIR SUPERVISION OF A TRACT OF LAND DESCRIBED IN THE ABOVE CAPTION.

CHICAGO, ILLINOIS DECEMBER 3, A.D. 1981  
PRC CONSOER TOWNSEND INC.

BY: *G. Cooper Roberts*  
G. COOPER ROBERTS DIRECTOR

I, CARL H. RITZEL A REGISTERED ILLINOIS LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED ABOVE AND THAT THE PLAT SHOWN HEREON IS CORRECT REPRESENTATION OF SAID SURVEY.

DATED THIS 3rd DAY OF DECEMBER A.D. 1981

*Carl H. Ritzel*  
ILLINOIS REGISTERED LAND SURVEYOR NO. 1627

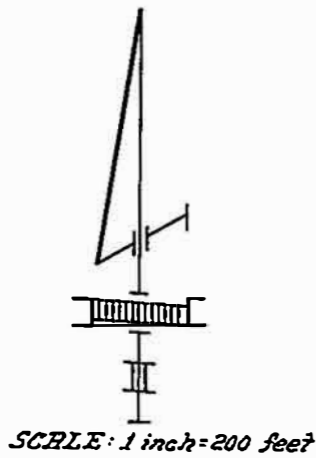
EXHIBIT B

# PLAT of EASEMENT 2

ORDERED BY: DuPage County Dept. Public Works  
ORDER No. 81-12-02

-BY-

PRC Consoer Townsend, Inc.  
Consulting Engineers - Surveyors  
303 East Wacker Drive Chicago, Illinois 60601  
(312) 938-0300



## PARCEL "A" (TEMPORARY SANITARY SEWER EASEMENT)

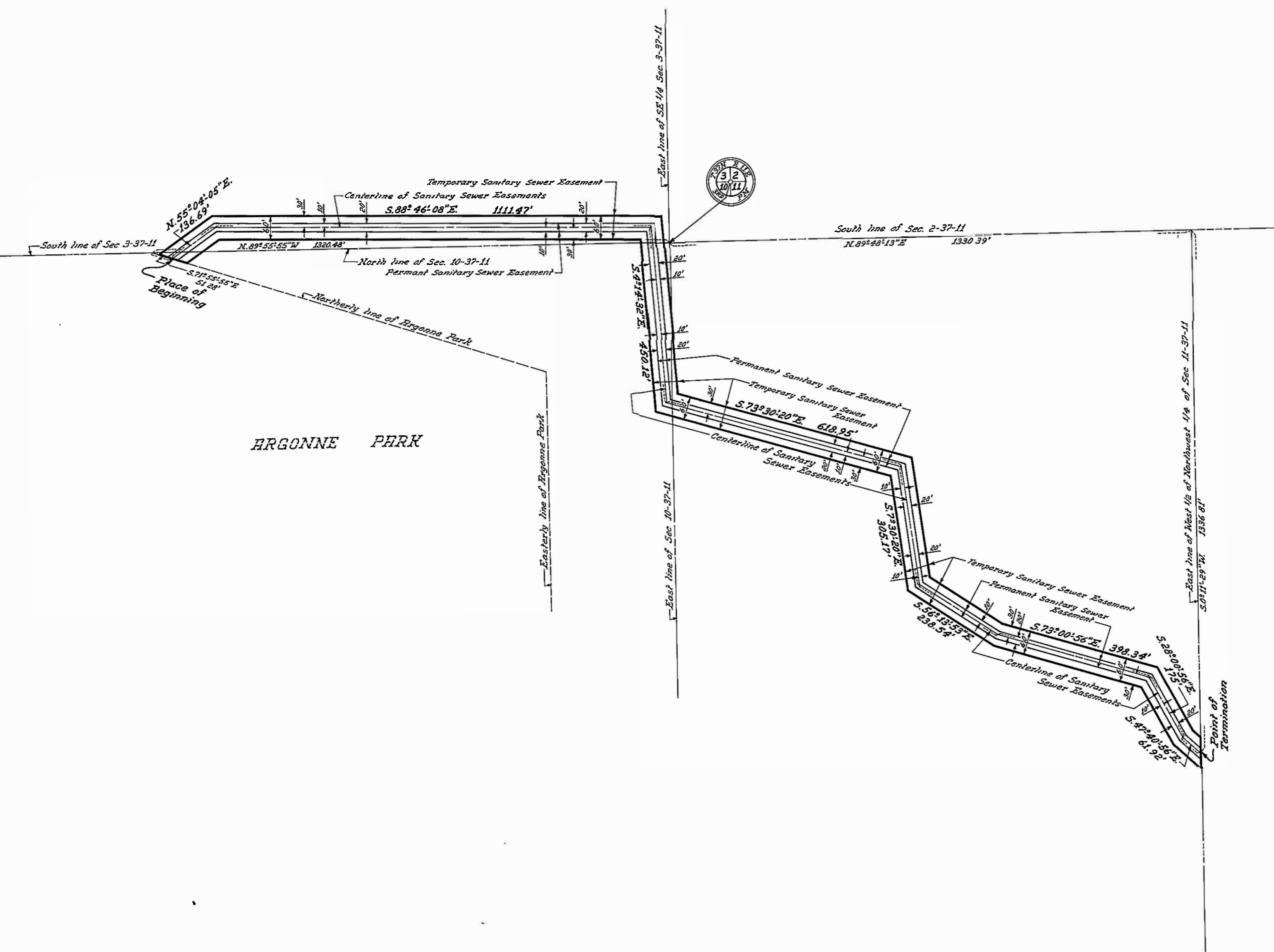
THOSE PARTS OF SECTIONS 3, 10 AND 11, ALL IN TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS A STRIP OF LAND, 60 FEET IN WIDTH AND LYING 30 FEET ON EACH SIDE, OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE N. 89°-55'-55" W., ALONG THE SOUTH LINE OF SAID SECTION 3, A DISTANCE OF 1320.48 FEET; THENCE S. 71°-55'-55" E., ALONG A LINE WHICH IS THE NORTHERLY LINE OF A TRACT OF LAND KNOWN AS ARGONNE PARK, A DISTANCE OF 51.28 FEET, TO THE PLACE OF BEGINNING OF AFORESAID CENTERLINE; THENCE N. 55°-04'-05" E., A DISTANCE OF 136.69 FEET; THENCE S. 88°-46'-08" E., A DISTANCE OF 1111.47 FEET; THENCE S. 4°-14'-32" E., A DISTANCE OF 450.12 FEET; THENCE S. 73°-30'-20" E., A DISTANCE OF 618.95 FEET; THENCE S. 7°-30'-20" E., A DISTANCE OF 305.17 FEET; THENCE S. 56°-13'-53" E., A DISTANCE OF 238.54 FEET; THENCE S. 73°-00'-56" E., A DISTANCE OF 398.34 FEET; THENCE S. 28°-00'-56" E., A DISTANCE OF 175.00 FEET; THENCE S. 47°-40'-56" E., A DISTANCE OF 61.92 FEET, MORE OR LESS, TO THE POINT OF TERMINATION OF SAID CENTERLINE ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 11, WHICH POINT IS 1336.81 FEET S. 0°-11'-29" W. OF THE NORTHEAST CORNER OF SAID WEST 1/2 OF NORTHWEST 1/4; SAID CENTERLINE BEING BOUNDED AT THE EAST BY THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 11, AND BEING BOUNDED AT THE WEST BY A LINE PASSING THROUGH THE POINT OF BEGINNING AND HAVING A BEARING OF S. 71°-55'-55" E., ALL IN DU PAGE COUNTY, ILLINOIS

## PARCEL "B" (PERMANENT SANITARY SEWER EASEMENT)

THOSE PARTS OF SECTIONS 3, 10 AND 11, ALL IN TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS A STRIP OF LAND, 20 FEET IN WIDTH AND LYING 10 FEET ON EACH SIDE, OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3, THENCE N. 89°-55'-55" W., ALONG THE SOUTH LIKE OF SAID SECTION 3, A DISTANCE OF 1320.48 FEET; THENCE S. 71°-55'-55" E., ALONG A LINE WHICH IS THE NORTHERLY LINE OF A TRACT OF LAND KNOWN AS ARGONNE PARK, A DISTANCE OF 51.28 FEET, TO THE PLACE OF BEGINNING OF AFORESAID CENTERLINE; THENCE N. 55°-04'-05" E., A DISTANCE OF 136.69 FEET; THENCE S. 88°-46'-08" E., A DISTANCE OF 1111.47 FEET; THENCE S. 4°-14'-32" E., A DISTANCE OF 450.12 FEET; THENCE S. 73°-30'-20" E., A DISTANCE OF 618.95 FEET; THENCE S. 7°-30'-20" E., A DISTANCE OF 305.17 FEET; THENCE S. 56°-13'-53" E., A DISTANCE OF 238.54 FEET; THENCE S. 73°-00'-56" E., A DISTANCE OF 398.34 FEET; THENCE S. 28°-00'-56" E., A DISTANCE OF 175.00 FEET; THENCE S. 47°-40'-56" E., A DISTANCE OF 61.92 FEET, MORE OR LESS, TO THE POINT OF TERMINATION OF SAID CENTERLINE ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 11, WHICH POINT IS 1336.81 FEET S. 0°-11'-29" W. OF THE NORTHEAST CORNER OF SAID WEST 1/2 OF NORTHWEST 1/4; SAID CENTERLINE BEING BOUNDED AT THE EAST BY THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 11, AND BEING BOUNDED AT THE WEST BY A LINE PASSING THROUGH THE POINT OF BEGINNING AND HAVING A BEARING OF S. 71°-55'-55" E., ALL IN DUPAGE COUNTY, ILLINOIS



STATE OF ILLINOIS } ss  
COUNTY OF COOK }

PRC CONSOER TOWNSEND, INC. HEREBY CERTIFY THAT A SURVEY HAS BEEN MADE AT AND UNDER THEIR SUPERVISION OF A TRACT OF LAND DESCRIBED IN THE ABOVE CAPTION.

CHICAGO, ILLINOIS, DECEMBER 3, A.D. 1981

PRC CONSOER TOWNSEND INC.

BY: G. Cooper Roberts  
G. COOPER ROBERTS DIRECTOR

STATE OF ILLINOIS } ss  
COUNTY OF COOK }

I, CARL H. RITZEL A REGISTERED ILLINOIS LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED ABOVE AND THAT THE PLAT SHOWN HEREON IS CORRECT REPRESENTATION OF SAID SURVEY.

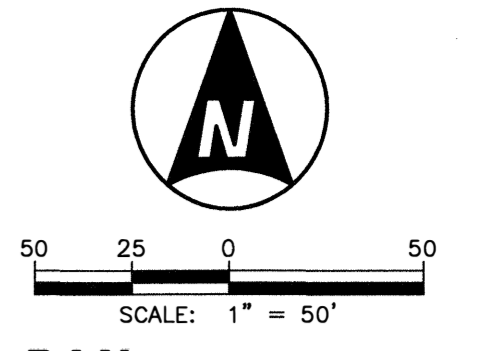
DATED THIS 3rd DAY OF DECEMBER A.D. 1981

Carl H. Ritzel  
ILLINOIS REGISTERED LAND SURVEYOR NO. 1627



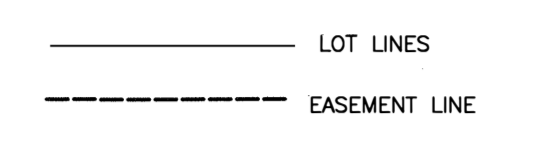
# PLAT OF EASEMENT 3

## FOR SANITARY SEWER

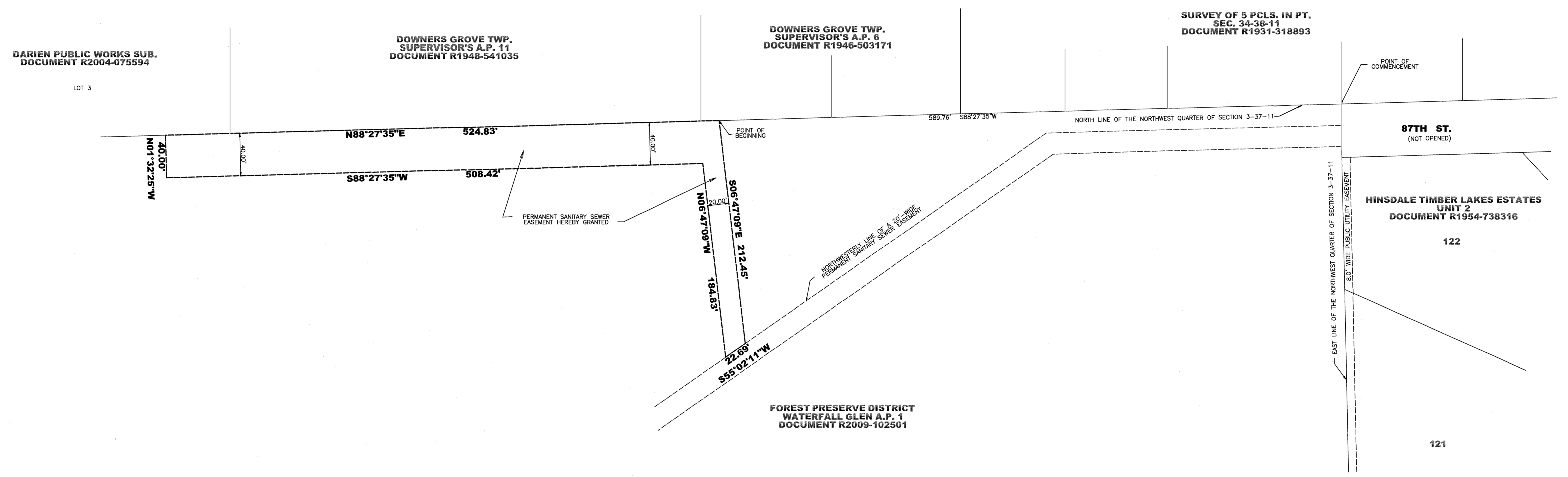


**P.I.N.:**  
10-03-400-008

**LEGEND:**



**PERMANENT SANITARY SEWER EASEMENT LEGAL DESCRIPTION**  
 THAT PART OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 27 MINUTES 35 SECONDS WEST, A DISTANCE OF 589.76 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE SOUTH 08 DEGREES 47 MINUTES 09 SECONDS EAST, A DISTANCE OF 212.45 FEET TO THE NORTHWESTERLY LINE OF A 20-FOOT WIDE PERMANENT SANITARY SEWER EASEMENT; THENCE SOUTH 55 DEGREES 02 MINUTES 11 SECONDS WEST, A DISTANCE OF 22.69 FEET ALONG SAID NORTHWESTERLY LINE; THENCE NORTH 06 DEGREES 47 MINUTES 09 SECONDS WEST, A DISTANCE OF 184.83 FEET TO A LINE THAT IS PARALLEL WITH AND 40.00 FEET SOUTHERLY OF THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 27 MINUTES 35 SECONDS WEST, A DISTANCE OF 508.42 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 01 DEGREES 32 MINUTES 25 SECONDS WEST, A DISTANCE OF 40.00 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 27 MINUTES 35 SECONDS EAST, A DISTANCE OF 524.83 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING; IN DUPAGE COUNTY, ILLINOIS.



**GENERAL NOTES:**  
 1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.  
 2. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.

**SURVEYOR'S NOTES:**  
 1. BEARINGS BASED ON ILLINOIS EAST STATE PLANE COORDINATE SYSTEM.

STATE OF ILLINOIS )  
 COUNTY OF COOK )  
 THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE ABOVE-DESCRIBED PROPERTY, AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSE OF GRANTING AN EASEMENT TO THE COUNTY OF DUPAGE FOR PURPOSES STATED HEREON, AND THAT THIS PLAT OF EASEMENT ACCURATELY DEPICTS SAID PROPERTY.  
 GIVEN UNDER MY HAND AND SEAL THIS 16<sup>TH</sup> DAY OF OCTOBER, 2015  
  
 RUSSELL W. OLSEN  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002718  
 LICENSE EXPIRES: NOVEMBER 30, 2016  
 MACKIE CONSULTANTS, LLC  
 9575 W HIGGINS ROAD, SUITE 500, ROSEMONT, IL 60018



**Mackie Consultants, LLC**  
 9575 W. Higgins Road, Suite 500  
 Rosemont, IL 60018  
 (847)696-1400  
 www.mackieconsult.com

CLIENT:  
**COUNTY OF Du PAGE**  
 421 N. COUNTY FARM ROAD  
 WHEATON, ILLINOIS 60187

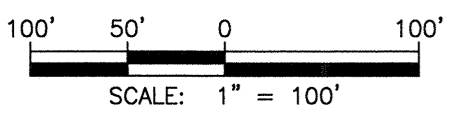
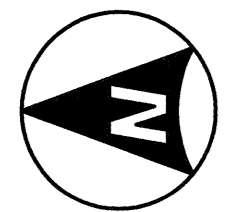
DATE	DESCRIPTION OF REVISION	BY	SCALE
			1"=50'

**PLAT OF EASEMENT  
 KNOLLWOOD SEWER EASEMENTS  
 BURR RIDGE, ILLINOIS**

SHEET  
**1 OF 2**  
 PROJECT NUMBER: 2798  
 © MACKIE CONSULTANTS LLC, 2015  
 ILLINOIS FIRM LICENSE 184-002694

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# PLAT OF EASEMENT 4



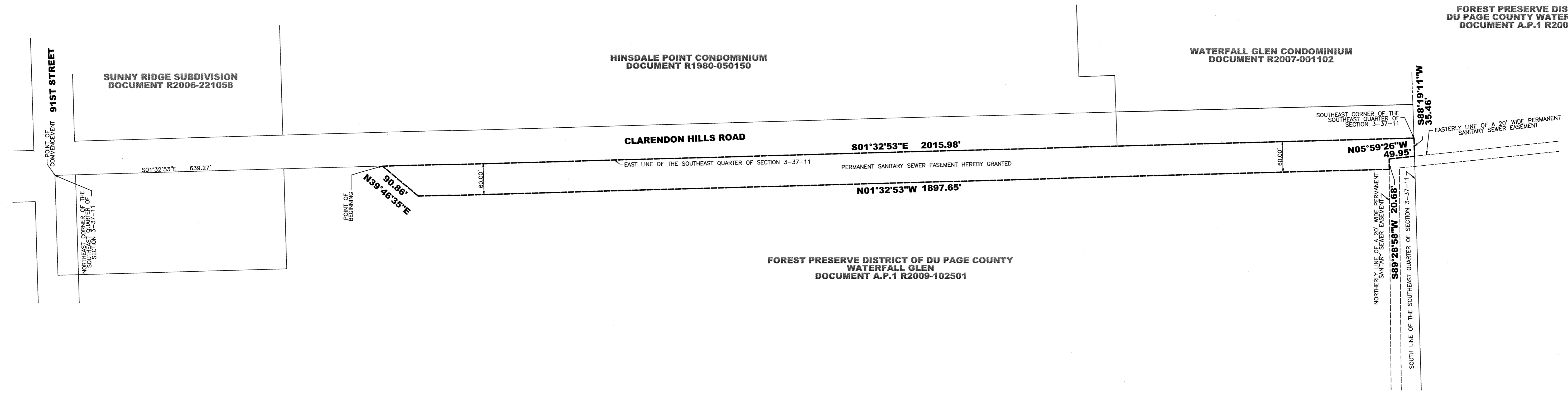
**LEGEND:**

- LOT LINES
- - - EASEMENT LINE

**P.I.N.:**

10-03-400-008

**PERMANENT SANITARY SEWER EASEMENT LEGAL DESCRIPTION**  
 THAT PART OF SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01 DEGREES 32 MINUTES 53 SECONDS EAST, A DISTANCE OF 639.27 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 32 MINUTES 53 SECONDS EAST, A DISTANCE OF 2015.98 FEET ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 19 MINUTES 11 SECONDS WEST, A DISTANCE OF 35.46 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO AN EASTERLY LINE OF A 20 FOOT WIDE PERMANENT SANITARY SEWER EASEMENT; THENCE NORTH 05 DEGREES 59 MINUTES 26 SECONDS WEST, A DISTANCE OF 49.95 FEET ALONG SAID EASTERLY LINE TO AN ANGLE POINT THEREIN; THENCE SOUTH 88 DEGREES 28 MINUTES 58 SECONDS WEST, A DISTANCE OF 20.68 FEET ALONG A NORTHERLY LINE OF SAID SANITARY SEWER EASEMENT TO THE INTERSECTION OF A LINE THAT IS 60.00 FEET WESTERLY OF AND PARALLEL WITH THE EAST LINE OF SAID QUARTER; THENCE NORTH 01 DEGREES 32 MINUTES 53 SECONDS WEST, A DISTANCE OF 1897.65 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 39 DEGREES 46 MINUTES 35 SECONDS EAST, A DISTANCE OF 90.86 FEET TO THE POINT OF BEGINNING ALL IN DUPAGE COUNTY, ILLINOIS.



FOREST PRESERVE DISTRICT OF  
 DU PAGE COUNTY WATERFALL GLEN  
 DOCUMENT A.P.1 R2009-102501

WATERFALL GLEN CONDOMINIUM  
 DOCUMENT R2007-001102

HINSDALE POINT CONDOMINIUM  
 DOCUMENT R1980-050150

SUNNY RIDGE SUBDIVISION  
 DOCUMENT R2006-221058

CLARENDON HILLS ROAD

FOREST PRESERVE DISTRICT OF DU PAGE COUNTY  
 WATERFALL GLEN  
 DOCUMENT A.P.1 R2009-102501

STATE OF ILLINOIS)  
 )SS  
 COUNTY OF COOK)

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE ABOVE-DESCRIBED PROPERTY, AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSE OF GRANTING AN EASEMENT TO THE COUNTY OF DU PAGE FOR PURPOSES STATED HEREON, AND THAT THIS PLAT OF EASEMENT ACCURATELY DEPICTS SAID PROPERTY.

GIVEN UNDER MY HAND AND SEAL THIS 16<sup>th</sup> DAY OF October A.D. 2015.

*Russell W. Olsen*

RUSSELL W. OLSEN  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002718  
 LICENSE EXPIRES: NOVEMBER 30, 2016  
 MACKIE CONSULTANTS, LLC  
 9575 W HIGGINS ROAD, SUITE 500, ROSEMONT, IL 60018



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**Mackie Consultants, LLC**  
 9575 W. Higgins Road, Suite 500  
 Rosemont, IL 60018  
 (847)696-1400  
 www.mackieconsult.com

CLIENT:  
**COUNTY OF Du PAGE**  
 421 N. COUNTY FARM ROAD  
 WHEATON, ILLINOIS 60187

DESIGNED	
DRAWN	RPO
APPROVED	RWO
DATE	10-16-15
SCALE	1' = 100'
DATE	10-15-15
DESCRIPTION OF REVISION	
RPO	
BY	

**PLAT OF EASEMENT  
 KNOLLWOOD  
 SEWER EASEMENTS  
 BURR RIDGE, ILLINOIS**

SHEET  
**2 OF 2**  
 PROJECT NUMBER: 2798  
 © MACKIE CONSULTANTS LLC, 2015  
 ILLINOIS FIRM LICENSE 184-002694