



DU PAGE COUNTY

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

Stormwater Management Committee Regular Meeting Agenda

Tuesday, March 3, 2026

7:30 AM

County Board Room

1. CALL TO ORDER
2. ROLL CALL
3. CHAIRMAN'S REMARKS - CHAIR ZAY
4. PUBLIC COMMENT
5. APPROVAL OF MINUTES
 - 5.A. [26-0647](#)
Stormwater Management Regular Meeting Minutes - February 3, 2026.
6. CLAIMS REPORTS
 - 6.A. [26-0812](#)
Schedule of Claims - February 2026
7. STAFF REPORTS
 - 7.A. [26-0720](#)
Stormwater Program and Event Update
 - 7.B. [26-0415](#)
Water Quality Annual Public Meeting Comment Response
 - 7.C. [26-0416](#)
2025 Stormwater Management Department Annual Report
 - 7.D. [26-0721](#)
Spill Response Report
8. ACTION ITEMS
 - 8.A. [26-0795](#)
Water Quality Improvement Program Grant Recommendations FY26

8.B. [26-0796](#)

Recommendation for the approval of a contract between the County of DuPage and Cemcon, LTD, for Professional Engineering Services for the Ferry Creek Watershed, for the period of March 3, 2026 through November 30, 2026, for a contract total not to exceed \$29,500. 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 510/0.01 et seq.

8.C. [26-0797](#)

Recommendation for the approval of a contract purchase order issued to AT&T, to provide high speed internet services for the County's Flood Control Facilities, for Stormwater Management, for the period of March 14, 2026 through March 14, 2027, for a total contract amount not to exceed \$24,451.20; per renewal of Bid #23-027-SWM.

8.D. [SM-P-0002-26](#)

Recommendation for approval for a contract with Michael Baker International, Inc., for professional engineering services and geospatial programming services for the redevelopment of the County's custom floodplain mapping applications, for Stormwater Management, for the period of March 10, 2026 to November 30, 2027, for a contract total amount not to exceed \$250,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

8.E. [SM-P-0003-26](#)

Recommendation for the approval of a contract issued to Black and Veatch Corporation, for Professional Engineering Services for construction oversight for the Elmhurst Quarry Highwall Stabilization Project, for Stormwater Management, for the period of March 10, 2026 through November 30, 2027, for a contract total not to exceed \$350,000. Professional Services (Architects, Engineers, and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

8.F. [SM-P-0004-26](#)

Recommendation for the approval of a contract with Access Limited Construction, for the construction of Elmhurst Quarry Highwall Stabilization Project, for Stormwater Management, for the period of March 10, 2026 through November 30, 2027, for a contract total amount not to exceed \$5,775,654.88; per lowest responsible Bid #26-018-SWM.

9. INFORMATIONAL9.A. [PW-R-0004-26](#)

Second Amendment to the agreement between the County of DuPage and the DuPage River Salt Creek Work Group (DRSCWG) concerning the County's participation in DRSCWG's local funding program for alternate stream restoration projects for the period of June 1, 2026 to May 31, 2030, for a total contract amount not to exceed \$559,697. (Public Works \$394,083 and Stormwater Management \$165,614)

10. OLD BUSINESS**11. NEW BUSINESS**

11.A. Employee Anniversary Awards - 10 years - Nick Assell and Lori Edwards

12. ADJOURNMENT



Minutes

421 N. COUNTY FARM
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File #: 26-0647

Agenda Date: 3/3/2026

Agenda #: 5.A.



DU PAGE COUNTY

421 N. COUNTY FARM ROAD
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Stormwater Management Committee Final Summary

Tuesday, February 3, 2026

7:30 AM

County Board Room

1. CALL TO ORDER

Meeting was called to order by Chairman Jim Zay at 7:30 AM.

2. ROLL CALL

Staff present: Nick Kottmeyer, Joan Olson, Evan Shields, Craig Dieckman, MaryBeth Falsey, Chris Vonnahme, Jamie Lock, Clayton Heffter, David Winklebleck, Rob Covey, and Raul Galvan.

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

3. CHAIRMAN'S REMARKS - CHAIR ZAY

No remarks were offered.

4. PUBLIC COMMENT

The following individual made public comment:
Kay McKeen - SCARCE update

5. APPROVAL OF MINUTES

- 5.A. [26-0380](#)
Stormwater Management Regular Meeting Minutes - December 2, 2025.

RESULT:	APPROVED
MOVER:	Nunzio Pulice
SECONDER:	Sam Tornatore

6. CLAIMS REPORTS

- 6.A. [26-0433](#)
Schedule of Claims - December 2025

RESULT:	ACCEPTED
MOVER:	Lucy Evans
SECONDER:	Andrew Honig

- 6.B. [26-0434](#)
Schedule of Claims - January 2026

RESULT: ACCEPTED
MOVER: Nunzio Pulice
SECONDER: Gary Fasules

7. BUDGET TRANSFERS

- 7.A. [26-0448](#)
Budget Transfer in the amount of \$49,504 to accommodate year-end grant close out. Grant funding will be fully utilized with contractual expenses and no payroll cost will be incurred. Transfer from: 5000-3085-50000 (Regular Salaries) - \$35,360, 5000-3085-51010 (Employer share IMRF) - \$3,607, 5000-3085-51030 (Employer Share Social Security) - \$2,705, 5000-3085-51040 (Employee Med & Hosp Insurance) - \$7,832. Transfer to: 5000-3085-53830 (Other Contractual Expenses) - \$49,504.

RESULT: APPROVED
MOVER: Lucy Evans
SECONDER: Gary Fasules

- 7.B. [26-0473](#)
Budget Transfer in the amount of \$20,718 to cover the benefits, salaries, and IMRF payouts for FY25. Transfer from: 1600-3000-51030 (Employer Share Social Security) - \$5,000, 1600-3000-51040 (Employee Med & Hosp Insurance) - \$15,718. Transfer to: 1600-3000-51000 (Benefit Payments) - \$19,328, 1600-3000-51010 (Employer Share IMRF) \$740, 1600-3000-50000 (Regular Salaries) \$650.

RESULT: APPROVED
MOVER: Lucy Evans
SECONDER: Nunzio Pulice

- 7.C. [26-0506](#)
Budget transfer in the amount of \$150,000 for FY26. Transfer from: 1600-3000-54110 (Equipment and Machinery) - \$150,000. Transfer to: 1600-3000-54120 (Automotive Equipment) - \$150,000. The department budgeted the funds for equipment and machinery; however, the Vactor is considered automotive equipment.

RESULT: APPROVED

MOVER:	Lucy Evans
SECONDER:	Paul Hinterlong

8. STAFF REPORTS

8.A. [26-0413](#)

Stormwater Program and Event Update

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Dawn DeSart
SECONDER:	Andrew Honig

8.B. [26-0414](#)

DPC Stormwater Management Currents Newsletter

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Dawn DeSart
SECONDER:	Andrew Honig

9. PRESENTATION

9.A. [26-0631](#)

APWA Award Presentation

Jamie Lock, Chief Stormwater Engineer, presented the details of the project that won the APWA award.

RESULT:	PRESENTED
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10. ACTION ITEMS

10.A. [26-0382](#)

Approval for a 14-day public comment period for DuPage County Stormwater Management’s Water Quality Program.

Member DeSart had questions about the public comment period. Sarah Hunn responded, stating they have received about a dozen comments in previous years and that the process is publicized on our website and with a press release.

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Lucy Evans

10.B. [26-0406](#)

Recommendation for the approval of a contract issued to Contigo Engineering, PLLC, for on-call professional engineering services related to design and permitting of Stormwater facilities, for Stormwater Management, for the period of February 3, 2026 through November 30, 2026, for a contract total not to exceed \$29,500. 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 510/0.01 et seq.

RESULT:	APPROVED
MOVER:	Lucy Evans
SECONDER:	Paul Hinterlong

11. **INFORMATIONAL**

11.A. [TE-P-0001-26](#)

Recommendation for the approval of a contract purchase order to Accela, Inc., for Managed Application Services to provide support with permitting software for the Building & Zoning, Transportation, Stormwater, and Public Works departments, for the period of February 21, 2026 through February 20, 2027, for a contract total not to exceed \$203,674.38. Exempt from bidding per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source - Proprietary Software Maintenance and Support)

RESULT:	ACCEPTED
MOVER:	Dawn DeSart
SECONDER:	Nunzio Pulice

12. **OLD BUSINESS**

Member Andrew Honig shared that he recently visited and toured SCARCE. He was impressed by and appreciates the amazing work they do. He encouraged others to tour SCARCE.

13. **NEW BUSINESS**

No new business was discussed.

14. **ADJOURNMENT**

With no further business, the meeting was adjourned at 7:50 AM.

RESULT:	APPROVED
MOVER:	Sam Tornatore
SECONDER:	Paul Hinterlong



Payment of Claims

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File #: 26-0812

Agenda Date: 3/3/2026

Agenda #: 6.A.

DUPAGE COUNTY STORMWATER MANAGEMENT
SCHEDULE OF CLAIMS
February-26

Vendor	Service	Amount
AT & T	Phone Services	\$96.36
AutoZone	Windshield washer parts	\$19.18
AutoZone	Windshield washer parts	\$29.91
Home Depot	Toolbox	\$219.00
Toshiba	Copier services	\$68.71
Toshiba	Copier services	\$174.65
V3 Companies	On-call services	\$1,055.10
Verizon	Wireless Acct 2- Dec25	\$640.57
IWEA	Reimb. for IWEA Membership	\$40.00
IWEA	Reimb. for IWEA Registration	\$170.00
On Target Wildlife	Beaver trap/removal	\$1,750.00
AT & T	Long Distance Services	\$50.79
AT & T	Phone Services	\$56.93
ODP	Various supplies	\$17.55
ODP	Various supplies	\$40.75
Oakhurst North	Oakhurst N. Prjct	\$7,911.19
Conservation Foundation	TCF members lunch 2026	\$400.00
AT & T	Private network	\$1,928.36
Christopher Burke	Prof. services	\$6,134.35
SCARCE	Prof. services	\$7,083.33
FirstNet AT & T	Wireless Svc- Jan 2026	\$2,259.04
ComEd	701 W Third Electric services	\$38.31
ComEd	0 N School St Electric services	\$619.70
ComEd	4720 Dumoulin Electric Services	\$102.83
ComEd	4525 Dumoulin Electric Services	\$97.16
ComEd	4525 River Dr. Electric Services	\$55.52
ComEd	0 N Cnwrr 1e Electric services	\$878.06
ComEd	0 S Hagar Electric services	\$75.07
USPS	Postage charges Jan. 2026	\$34.28
AT & T	Phone Services	\$85.16
AT & T	Phone Services	\$56.75
ComEd	0 E Fanchon Electric services	\$652.31
ComEd	0 E Fanchon Electric services	\$1,111.84
Fleet Safety Supply	Safety Lights SWM #75	\$278.64
A. Block	Truck Tipping	\$40.00
A. Block	Truck Tipping	\$40.00
Alta Equipment	Mower Supplies	\$571.24
Earthwerks	on-call construction	\$11,250.00
Earthwerks	on-call construction	\$7,500.00
V & R Tire	Repairs to SWM#75	\$1,635.00
V & R Tire	Repairs to SWM#70	\$1,635.00
A & W Trailer	truck plug w/boot	\$20.99
A & W Trailer	Hitch/Hitch Pins	\$190.93
ComEd	4723 River Dr. Electric Services	\$62.60
Amazon	frames	\$98.09
Northwest Lawn	Hypr-oil	\$109.98
Conservation Foundation	Water Quality Education	\$3,500.00
Home Depot	Bar/chain oil	\$9.77
Midwest911	Vehicle Lighting/equipment	\$2,525.00
Northwest Lawn	Chainsaw Loop	\$37.99
Northwest Lawn	Oil	\$49.99
Blain's Farm & Fleet	Safety Wear	\$207.07
Blain's Farm & Fleet	Bib Overalls	\$219.98
Burris Equipment	Weed Whip Parts	\$110.74
Grainger	Strip Lighting for SWM#80	\$152.64



Staff Report

421 N. COUNTY FARM
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File #: 26-0720

Agenda Date: 3/3/2026

Agenda #: 7.A.



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services

STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

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

SUBJECT: Stormwater Program Update March 2026

DATE: March 3, 2026

Watershed Planning

Prentiss Creek Watershed Plan:

County staff are currently assisting our consultant with the existing condition hydraulic model updates to relieve stress on the budget. This is a great opportunity for staff to gain additional experience and training with the hydraulic model. Staff has completed a review of the data received from our on-call surveyor and is incorporating that data into the hydraulic model. Model updates for the proposed projects and alternatives will start after the existing conditions are finalized. The Prentiss Creek Watershed includes portions of Downers Grove, Woodridge, Darien, Lisle, and Unincorporated DuPage County.

Sawmill Creek Watershed Plan

Staff have started work on the Sawmill Creek Watershed Plan. County staff are working with our consultant to identify existing problem areas and to develop the existing conditions hydraulic model to represent all current hydraulic structures. We have met with staff from the Village of Willowbrook and have reached out to other stakeholders for information on flooding within the watershed. The first stakeholder meeting is planned for later in the spring. The Sawmill Creek Watershed includes large portions of Willowbrook and Darien, as well as smaller areas of Downers Grove, Burr Ridge, Lemont, and Unincorporated DuPage County.

Facilities/Operations/ Shared Services Projects

Shared Services/Drainage Projects:

Staff continues to work on the evaluation of small-scale drainage projects countywide. Feasible projects will be designed and permitted over the winter and spring months to allow for construction in Summer and Fall 2026 by the in-house crew.

The Cost Share Drainage Assistance Program was announced in early January and will close on March 9. The program is designed to assist unincorporated residents with drainage problems that are not covered by the Department's fully funded program. Awarded applicants will receive up to \$5,000 in funding to address single property issues such as structure flooding and/or localized ponding amongst multiple neighboring properties.



Facilities/Operations:

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

A bid opening for stabilization of the highwalls for the Elmhurst Quarry was held on Tuesday, February 17, 2026. The selected contractor is scheduled for County Board approval on March 10. Concurrently, staff is recommending approval of a consultant contract to assist staff with construction oversight of this specialty work

At the Armstrong Park Flood Control Facility, the final piece of equipment (the transfer switch) has been delivered, and the contractor worked with ComEd for final hookup at the end of February. This generator will supply backup electricity in the event of power failure at the facility.

Water Quality

Staff created a virtual public meeting space in accordance with DuPage County's NPDES Permit No. ILR40 from the Illinois Environmental Protection Agency which allows us to discharge stormwater into waterways. The virtual public meeting space included a recorded presentation and public comment portal which was open from February 3rd through February 17th. A total of 7 comments were received.

Regulatory

Staff remain busy managing a heavy workload, including reviewing permits, holding pre-application meetings, assisting waiver communities with violations, and verifying wetland boundaries. The ad-hoc team continues to make steady progress on the new Stormwater Ordinance Guidance Document.

ARPA Projects

The St. Joseph Creek Condominiums flood gate and flood wall projects are nearing completion. ComEd has supplied energy to the pump stations, and the contractor continues to work with the flood gate manufacturer to certify all five gates. Upcoming work in early spring will include installation of the exit staircases and any final restoration necessary before the contractor demobilizes.

IEPA Section 319 Grant Project

The Winfield Creek/Campus Streambank Stabilization Project broke ground mid-July and reached substantial completion at the end of 2025. The contractor, Semper Fi Landscaping, Inc., will continue to manage the native vegetation and new woody plantings for approximately the next five years.

Upcoming DuPage County Stormwater Management (SWM) Events

Date	Time	Event	Location	Host Organization	SWM Involvement	Audience	Register/Info
3/6/2026	9AM-10:30AM	COD Global Goals Month County Campus Tour	421 Complex	SCARCE	Presenter	Students/Teachers	N/A
3/10-11/2026	All Day	6th Grade Water Immersion Day	Indian Trail JHS Addison	SCARCE	Sponsor	Students	TBA
3/11-12/2026	All Day	IAFSM Annual Conference	Champaign, IL	IAFSM	Presenter	Professionals	More Info
4/16/2026	All Day	6th Grade Water Immersion Day	Jay Stream Elementary	SCARCE	Sponsor	Students	TBA
4/21/2026	8AM-12PM	Sustainable Design Challenge	DuPage Auditorium	SCARCE	Sponsor	General Public	More Info



Staff Report

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File #: 26-0415

Agenda Date: 3/3/2026

Agenda #: 7.B.



**DUPAGE
COUNTY**

Watershed
Management

Water
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Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services

STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

FROM: Mary Beth Falsey, Stormwater Management

SUBJECT: Water Quality Program Public Comments

DATE: February 23, 2026

Stormwater Management staff created a virtual public meeting space in accordance with DuPage County's National Pollution Discharge Elimination Systems (NPDES) Permit No. ILR40 from the Illinois Environmental Protection Agency which allows us to discharge stormwater into waterways. The NPDES permit requires the County hold at least one meeting annually for the public to provide input on the countywide water quality program. The virtual public meeting space included a recorded presentation and public comment portal. The public comment portal was opened February 3, 2026. A press release was posted on the County's website and shared with all 41 partner municipalities to post to their websites and share the portal information and comment opportunity with their residents.

The comment period officially ended February 17, 2026. During the comment period, a total of 7 submissions were received. The public comments along with the responses are attached. Most of the comments received this year were regarding drinking water, which is not supplied by DuPage County Stormwater Management. Moving forward, staff will provide additional information on the public portal page to clarify the role of the Stormwater Management Department in protecting the water quality of our rivers, streams, lakes, and ponds.



Name	Date Submitted	Comment	Response
Bonnie Krause	2/4/2026	I have one thing to say when you speak of water quality, remove all fluoride from our drinking water. It is proven to be poison to us the residents. "A lawsuit against the EPA was initiated by a coalition of organizations after the agency denied a petition to ban or limit fluoride in drinking water, claiming it poses health risks. A federal court ruled that the EPA must regulate fluoride more strictly under the Toxic Substances Control Act due to evidence of its potential harm, especially to infants." Why is this this still going on. Yes, we need transparency now.	DuPage County Stormwater Management does not supply drinking water. Please contact your water provider for information on drinking water. You may refer to your water bill for their contact information.
Miranda Dillon	2/5/2026	Limp to no water pressure. Could suggest mineral or other buildup in old pipes. My 1951 house is old and the water piping/connection to the city definitely needs to be updated	DuPage County Stormwater Management does not supply drinking water. Please contact your water provider for information on drinking water. You may refer to your water bill for their contact information.
John Fleckles	2/5/2026	The water quality in Butterfield Manor (Glen Ellyn) is very hard. My neighbors and I have noticed the water needs to run for a minute or so to be clear, and our dishwashers and other appliances leave a cumulative film on items. Additionally the toilet water will leave a dark ring at the water edge that isn't rust colored. Is there any way to find out why this is happening?	DuPage County Stormwater Management does not supply drinking water. Please contact your water provider for information on drinking water. You may refer to your water bill for their contact information.
Denise Hansen	2/6/2026	The quality of the water in my home in Clarendon Hills smells like chlorine quite frequently. This can not be healthy for human consumption. Clarendon Hills is notorious for Watermain breaks throughout the community. I get notifications sometimes three a week that a Watermain has broken. The infrastructure is not being maintained properly in Clarendon Hills it would seem. My personal opinion is that new homes being built are taxing the aging pipes that were never designed to support such large homes. Water that is safe is vital for good health. Killing us slowly.	DuPage County Stormwater Management does not supply drinking water. Please contact your water provider for information on drinking water. You may refer to your water bill for their contact information.
Michael Hansen	2/6/2026	The quality of the water in my home in Clarendon Hills smells like chlorine quite frequently. This can not be healthy for human consumption. Clarendon Hills is notorious for Watermain breaks throughout the community. I get notifications sometimes three a week that a Watermain has broken. The infrastructure is not being maintained properly in Clarendon Hills it would seem. My personal opinion is that new homes being built are taxing the aging pipes that were never designed to support such large homes. Water that is safe is vital for good health. Killing us slowly.	DuPage County Stormwater Management does not supply drinking water. Please contact your water provider for information on drinking water. You may refer to your water bill for their contact information.
Do Cooke	2/6/2026	Despite years of loss from the erosion from the stormwater outfall behind 8006 Everglade in Woodridge, the Village has failed to provide any effective barrier to prevent the loss of huge trees being uprooted by erosion and sinking yards. I just had to remove a 27" diameter tree before it fell on my house. Years ago, another even larger tree did fall on my house doing extensive damage. From behind my house south to Route 53 homes are experiencing the effects of erosion from a stormwater flow that was never properly shored up when the outfall was enlarged by the Village years ago. Despite their original easement agreement to terrace the backyard as it had been, my backyard property was graded into a big slope with only some decorative timbers and not the retaining timbers as promised. Backyard fences have fallen down and contractors cannot install new ones because of the erosion. This is a safety hazard and a great negative effect on the value of my property. I have photographs and documents verifying the damage and agreements, but the Village has not been responsive in any meaningful way.	The Village of Woodridge is responsible for installation and maintenance of the storm sewer system within the Village. This comment has been shared with Woodridge.
Donald Davis	2/15/2026	Village does what the village wants	Noted



Staff Report

421 N. COUNTY FARM
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File #: 26-0416

Agenda Date: 3/3/2026

Agenda #: 7.C.



DUPAGE COUNTY

Stormwater Management 2025 Annual Report



2025 DUPAGE COUNTY STORMWATER MANAGEMENT PLANNING COMMITTEE

Deborah A. Conroy, *County Board Chair*

Jim Zay, *Committee Chair*

County Board Members:

Dawn DeSart

Grant Eckhoff

Lucy Chang Evans

Andrew Honig

Sam Tornatore

Municipal Members:

David Brummel

Gary Fasules

Paul Hinterlong

Steve Nero

Edward N. Tiesenga

Nunzio Pulice

The DuPage County Stormwater Management Department achieved significant successes across its operations in 2025. The Department received national recognition from the National Association of Counties (NACo) for its Water Quality Improvement Grant Program (WQIP), which has leveraged nearly \$7 million to support 120 projects that improve water quality throughout DuPage County.

The Department also made notable strides in operational efficiency, particularly within the Regulatory Group. Building on five years of steady productivity and enhanced customer service, the team set multiple workload records in 2025. Certified permits increased by 58 percent, from 113 to 179, while pre-application meetings rose by 59 percent, from 170 to 271—clear indicators of a team prepared for continued growth and demand.

In addition, the Department completed numerous flood reduction and stream stabilization projects—both large and small—across the County. By leveraging grant funding from State and Federal Agencies, these projects delivered meaningful improvements for flood control while restoring and protecting our natural resources.

Looking ahead to 2026, I am confident the Department will continue its momentum as we advance watershed planning efforts, expand grant opportunities for the public, and provide essential flood control services that protect residents, businesses, and communities throughout DuPage County.

Sincerely,

Jim Zay, Chairman
Stormwater Management Planning Committee

DuPage County Stormwater Management (SWM) plans, designs and constructs regional flood control, wetland restoration and water quality projects countywide.

The **St. Joseph Creek Condominium Project** in Lisle was completed this year. Five floodgates were installed at the underground parking entrances to three condominium buildings. The gates automatically operate when nearby St. Joseph Creek overflows its banks and begins to flood the adjacent property.



This project was the final American Rescue Plan Act (ARPA) funded project completed by the County. Additional funds for the project came from a Hazard Mitigation Grant from the Illinois Emergency Management Agency (IEMA). In total, the Department spent nearly \$7.4 million in ARPA funds on County-led projects to protect residents and businesses from flooding.



SWM performed a repair to the **Cotuit Court drainage system** in unincorporated Glen Ellyn that was installed by the County’s Drainage Division in the early 2000s. Crews replaced a short section of pipe in coordination with the Milton Township Highway Department.



SWM completed the **Winfield Creek Streambank Stabilization Project**, restoring the creek along the DuPage County campus. Crews enhanced 3850 feet of streambank and 8 acres of wetland, funded in part by an Illinois EPA Section 319 grant of \$472,452.

SWM’s Shared Services Division assists municipalities and townships in meeting water quality and stormwater management initiatives through the shared use of equipment and personnel.

SWM broke ground this year on a project to address chronic flooding at the intersection of Kaye Ln. and 90th St. in unincorporated Willowbrook. With cooperation from the Downers Grove Township Highway Department, new storm sewer inlets and pipes were installed, and an existing pipe was lined to preserve its integrity.



COMMUNITY ASSISTANCE



SWM’s crew responded to 108 service calls for drainage issues, and provided staff and equipment to assist six local agencies.



SWM responded to 17 reports of spills into waterways across the County.



SWM assisted Downers Grove Township with widespread flash flooding at the end of July, which threatened buildings and roadways.

SWM works with local stakeholders to develop watershed plans and update floodplain maps throughout the County. These plans recommend impactful flood control and water quality projects.

FLOODPLAIN MAPPING & GIS

- Currently updating floodplain maps for the **Klein Creek, West Branch Tributary No. 1, and Ferry Creek** watersheds.
- **West Branch Tributaries 2, 3, 6 & 7** were selected for surveying. Once surveys are complete, hydraulic modeling, GIS mapping and floodplain map updates will follow.

FLOOD CONTROL PLANNING

- Stakeholder outreach was initiated for the **Sawmill Creek Watershed Plan**, expected to be completed in 2027.
- Began work on the **Prentiss Creek Watershed Plan**, which will address flooding concerns in portions of Downers Grove, Woodridge, Lisle and Darien. The final Plan is expected to be completed in 2026.

WATER QUALITY PLANNING

- Completed the Upper West Branch DuPage River Watershed Water Quality-Based Plan. The Plan provides project recommendations that will best improve the water quality in the area. Work was funded with a \$125,600 grant from the Illinois EPA Section 604(b) program.

Fieldwork for the Upper West Branch Watershed Plan often involved kayaking long stretches of river to identify areas of significant bank erosion and sources of urban pollutants.



SWM maintains and operates 17 flood control facilities countywide. In total, these facilities have the capacity to divert nearly six billion gallons of floodwater.



SWM operated DuPage County's larger flood control facilities two times in 2025, including the **Elmhurst Quarry Flood Control Facility** pictured above, during intense rain events in July and August. Smaller facilities detained floodwater as needed throughout the year.



In order to respond quicker to emergency spills and flooding, SWM purchased two enclosed trailers. Each one has been fully equipped with all the necessary supplies to address hazardous spills and aid in pumping efforts as quickly as possible.



Equipment upgrades for the Elmhurst Quarry Flood Control Facility were completed in 2025, including a new motor control center and three new pumps. A permanent backup generator (pictured) was also installed at the Armstrong Park Flood Control Facility.

SWM fosters partnerships between local agencies, organizations and residents to help advance stormwater goals throughout the region.



In partnership with SCARCE, SWM took part in a special Water Immersion Day at Jay Stream Middle School in Carol Stream. Chair Jim Zay welcomed the 6th grade class, and staff used floodplain models and pictures to explain how nearby Armstrong Park Reservoir works.



In partnership with SCARCE, SWM awarded a Water Quality Flag to Warrenville Park District for their sustainable actions.



SWM staff attended several community events, including the Children’s Safety Expo in Darien, sponsored by State Senator John Curran.



SWM staff saw great turnout for the second-ever tour of the wetland enhancement and stream restoration project at Churchill Woods.

COMMUNITY ENGAGEMENT

- Over 15,000 E-Newsletter Subscribers
- Partnered with SCARCE and The Conservation Foundation to engage the community in water quality education.
- Nearly 2,000 Social Media Followers
- New Nextdoor account allows SWM to connect with over 250,000 Neighbors!

Staff in all SWM's divisions accomplished a significant amount in 2025.

Regulatory

- Performed 327 stormwater management permit reviews for development in the County, resulting in a 13% increase in permitting revenue compared to 2024.
- Issued 179 stormwater authorizations and certifications.
- Conducted 271 stormwater pre-application meetings.
- Monitored more than 400 wetland mitigation and enhancement projects.
- Granted regulatory sign-off on 54 wetland mitigation, enhancement and BMP sites.
- Completed 153 wetland boundary verifications and 12 wetland determinations.

Flood Mitigation

- Field crew managed nearly 180 County-owned properties, spanning more than 750 acres of land countywide.
- Removed 24 stream blockages to alleviate flooding.

Water Quality

- Awarded \$275,960 in funding under the Water Quality Improvement Program Grant to:
 - ◇ Village of Downers Grove
 - ◇ Village of Carol Stream
 - ◇ Village of Itasca
 - ◇ Associa Chicagoland
 - ◇ Benedictine University
 - ◇ Three projects by the Village of Westmont
- Responded to 17 reports of spills occurring in or near waterways and storm sewers.

Wetlands

- Two staff members have become International Society of Arborists (ISA)-Certified Arborists with Tree Risk Assessment Qualifications. They will work together to maintain the tree inventory and tree risk management plan for all properties owned by SWM.





Staff Report

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

File #: 26-0721

Agenda Date: 3/3/2026

Agenda #: 7.D.



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services

STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

FROM: Mary Beth Falsey, Stormwater Management

SUBJECT: Quarterly Spill Response Report

DATE: February 23, 2026

Stormwater Management staff receives notification of spill events through citizen reports, notification from municipalities, and through the Hazardous Materials Incident Reports sent from the Local Emergency Planning Committee (LEPC). Staff responds to spill events occurring in or near waterways and storm sewers. When needed, spill kits can be deployed to contain and absorb spills and prevent further release into storm sewers and waterways until the spiller can be identified and the spill cleanup conducted by a qualified environmental cleanup company. Stormwater Management staff also reports to the Illinois Environmental Protection Agency (IEPA) as to the status of the remediation or if additional cleanup is needed. During the 1st quarter of 2026, the following spill events occurred and were responded to:

Coal Spill, Union Pacific Railway, West Chicago, January 7, 2026

The City of West Chicago contacted Stormwater Management to report coal spilled from a train car onto the roadway at a rail crossing. The coal was crushed by traffic and tracked one mile down the road. Stormwater Management collaborated with the West Chicago staff on a remediation plan and coordinated with IEPA. The City of West Chicago oversaw remediation which was completed by a contractor for Union Pacific and included street sweeping and collection of wash water to prevent impacts to downstream waterways.

Leaking Underground Storage Tank, Roselle, February 3, 2026

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



Leaking Underground Storage Tank, Villa Park, February 3, 2026

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

Diesel Fuel Spill, Hanover Park, January 26, 2026

Stormwater Management received a Hazardous Materials Incident Report of a diesel fuel spill from a truck fire at a facility in Hanover Park. Staff inspected the site to ensure proper cleanup and no release downstream or into waterways.

Fuel Spill, Itasca, February 18, 2026

Stormwater Management received a Hazardous Materials Incident Report regarding a diesel fuel spill on a parking lot in Itasca. Staff responded to the site and observed oil-dri on the parking lot, but fuel had reached the storm sewer catch basin. Stormwater staff coordinated with the Village to ensure proper cleanup by the responsible party. The site was remediated and there was no release downstream or into waterways.



Action Item

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

File #: 26-0795

Agenda Date: 3/3/2026

Agenda #: 8.A.



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services

STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

FROM: Claire Kissane, Stormwater Management

SUBJECT: Water Quality Improvement Program Grant Recommendations FY26

DATE: February 17, 2026

Action Requested: Staff is requesting approval of the FY2026 Water Quality Improvement Program Grant funding recommendations

The Stormwater Management Planning Committee’s Water Quality Improvement Program (WQIP) assists qualified applicants with funding projects that benefit water quality through the reduction of pollutant loads, including total suspended solids, nutrients, metals, and chlorides, into the County’s impaired waterways. Through the WQIP, qualified projects are funded at a maximum of twenty-five percent of the project’s construction costs depending on the availability of funds and expected water quality benefits. This year, 6 applications for grant funding were received with total costs for those projects estimated at approximately \$15,509,395. Staff’s recommendations for the allocation of budgeted funds for fiscal year 2026 are detailed below for your approval.

Project Description	Total Project Cost	Total Eligible Cost	Staff Recommended Funding	Recommended %
Chatburg Park Stormwater Basin Retrofit- Roselle Park District	\$104,000	\$80,745	\$20,186	25%
39th St Water Quality Structures - Village of Downers Grove	\$150,200	\$150,200	\$37,550	25%
Roadway and Infrastructure Improvements - Phase 3 - City of Itasca	\$12,500,000	\$1,743,506	\$100,000	6%
Lake Charles Nutrient Reduction Program- Oakwood Homeowner's Association	\$32,500	\$32,500	\$8,125	25%
Ward 1 Stormwater Improvements- Phase 1 - City of Wood Dale	\$2,722,695	\$2,622,695	\$100,000	4%
Total	\$15,509,395	\$4,629,646	\$265,861	





Stormwater Requisition under \$30,000

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

File #: 26-0796

Agenda Date: 3/3/2026

Agenda #: 8.B.



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$29,500.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: March 3, 2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$29,500.00
	CURRENT TERM TOTAL COST: \$29,500.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD:
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: CEMCON, Ltd.	VENDOR #: 11015	DEPT: Stormwater	DEPT CONTACT NAME: Christine Klepp
VENDOR CONTACT: Matthew Worline	VENDOR CONTACT PHONE: 630-862-2100	DEPT CONTACT PHONE #: 630-407-6708	DEPT CONTACT EMAIL: klepp@dupagecounty.gov
VENDOR CONTACT EMAIL: mattw@cemcon.com	VENDOR WEBSITE: cemcon.com	DEPT REQ #: 1600-2605	
<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.). Professional Services Agreement with CEMCON, Ltd. for \$29,500.00 to provide floodplain mapping services for the Ferry Creek Watershed.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Contract is necessary for the Ferry Creek floodplain mapping documentation and perform floodplain map QA review.			

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

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source. In accordance with the Local Government Professional Services Selection Act (50 ILCS 510) and the DuPage County Procurement Ordinance, Stormwater has reviewed qualifications of firms and determined Cemcon is best suited to perform the tasks set forth in the contract.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). Staff recommends that the contact with Cemcon be approved. Having in-house staff complete the documentation task and perform the map review would extend the timeline of the contract unnecessarily. Taking no action is not recommended since it is an important part of the Department's goals and mission to remap the floodplains in DuPage County.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: CEMCON, Ltd.	Vendor#: 11015	Dept: Stormwater	Division:
Attn: Matthew Worline	Email: mattw@cemcon.com	Attn: Christine Klepp	Email: klepp@dupagecounty.gov
Address: 2280 White Oak Circle, Suite 100	City: Aurora	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60502-9675	State: IL	Zip: 60187
Phone: 630-862-2100	Fax: 630-862-2199	Phone: 630-407-6708	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: CEMCON, Ltd.	Vendor#: 11015	Dept: same	Division:
Attn: Matthew Worline	Email: mattw@cemcon.com	Attn:	Email:
Address: 2280 White Oak Circle, Suite 100	City: Aurora	Address:	City:
State: IL	Zip: 60502-9675	State:	Zip:
Phone: 630-862-2100	Fax: 630-862-2199	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Mar 3, 2026	Contract End Date (PO25): Nov 30, 2026

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Floodplain mapping services	FY26	1600	3000	53010		29,500.00	29,500.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 29,500.00

<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.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND CEMCON, LTD.
FOR PROFESSIONAL ENGINEERING SERVICES FOR
HYDRAULIC MODELING AND FLOODPLAIN MAPPING SERVICES FOR THE FERRY
CREEK WATERSHED

This Professional Service Agreement (“AGREEMENT”), is made this 3rd day of March, 2026, 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 CEMCON, Ltd. an Illinois limited liability corporation licensed to do business in the State of Illinois, with offices at 2280 White Oak Circle, Suite 100, Aurora, IL 60502-9675; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

R E C I T A L S

WHEREAS, the COUNTY requires on-call professional engineering services (hereinafter referred to as “PROJECT”); and

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

WHEREAS, DuPage County Stormwater Management Completed the Ferry Creek Watershed Study and Flood Control Plan (Plan); and

WHEREAS, Hydraulic and floodplain mapping services are necessary to update the Federal Emergency Management Agency (FEMA) floodplain maps to reflect watershed wide improvements and those made as part of the Plan’s implementation; 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 twenty-nine thousand, five hundred dollars and 0/100 cents (\$29,500.00); and

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

1.0 INCORPORATION AND CONSTRUCTION.

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

2.0 SCOPE OF SERVICES.

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 7.2, below, unless otherwise modified.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its vendors 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 Director of the Stormwater Management Department, (hereinafter referred to as the "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 Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS AND VENDORS.

- 4.1 The prior written approval of the COUNTY, through the person designated in Paragraph 3.1 above, shall be required before CONSULTANT hires any 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 of the services required hereunder shall be completed by November 30, 2026, unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES.

- 6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or within fourteen (14) days following a notice of termination, or when the Director directs, the deliverables specified in Exhibit "B" 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 twenty-nine thousand five hundred and 00/100 (\$29,500). 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 shall pay CONSULTANT in accordance with the Schedule of Hourly Rates for CONSULTANT's Staff attached and incorporated hereto as Exhibit "C."
- 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 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 Within 30 days of 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 Stormwater 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 Stormwater 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 sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- 8.4 The CONSULTANT shall require that 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 and hold harmless the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or 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. In any event, CONSULTANT'S entire liability shall not exceed the limits of its applicable policies of insurance.
- 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 and hold the COUNTY harmless, as set forth above.
- 9.3 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 November 30, 2026, or to a new date agreed upon by the parties.
- (c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2026.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT, 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.

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

CEMCON, Ltd.
2280 White Oak Circle, Suite 100
Aurora, IL 60502-9675
ATTN: Matthew Worline

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

- 21.1 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (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 The CONSULTANT's key personnel specified in the AGREEMENT (Principal/Director) shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification shall include the proposed successor's name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.

- 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

CONSULTANT

BY: _____
Sarah Hunn, P.E.

BY: *Matthew M. Worline*

ATTEST:

ATTEST:

BY: _____

BY: _____

CEMCON, Ltd.
EXHIBIT A

2/16/26

SCOPE OF WORK

FLOODPLAIN MAPPING ASSISTANCE AND TECHNICAL DOCUMENTATION

CEMCON, Ltd. (CONSULTANT) will assist the DuPage County Stormwater Management Division (COUNTY) in completing the floodplain mapping studies for the Ferry Creek Watershed. A description of each remaining work task as of February 2026 is as follows:

TASK 3 – TRANSECT MANAGER (TM) INPUT OR X-SEC PREPARATION

CONSULTANT will process existing and new cross-sections using the COUNTY'S TM GIS Tool. New cross-sections will be incorporated and extended as needed and existing cross-sections will be modified if deficiencies are identified during the system review. All existing cross-sections have been imported into TM and initially processed by COUNTY staff.

TASK 10 – FLOODWAY ANALYSIS

Upon completion of the PVSTATS analyses and concurrence of results by the COUNTY, a floodway analysis will be performed using the FEQUTL FLDWY Command and the base flood elevations determined from PVSTATS. Only a conveyance floodway will be computed using the equal conveyance option. Results will be provided to the COUNTY for mapping purposes.

TASK 11 – DRAFT WORK MAP

CONSULTANT will provide the computed flow rates, flood elevations and floodway boundary data (via PVSTATS and FLDWY) in the format accepted in the COUNTY GIS floodplain program. COUNTY staff will use the data to generate a work map illustrating both the preliminary floodplain limit and floodway boundary delineations. Both CONSULTANT and COUNTY staff will review the produced work map, and the COUNTY will then finalize the map based on the review and any necessary adjustments. The final maps will be included within the Documentation Report for eventual regulatory review.

TASK 12 – DOCUMENTATION FOR FLOODPLAIN MAPPING REVISION

CONSULTANT will provide updated documentation in the COUNTY'S typical floodplain mapping submittal format. COUNTY staff will provide a file structure to be used for the report, as well as exhibits depicting the watershed boundaries, cross-section locations and land use information. Documentation will include structure photos, survey notes, cross-section logs, structure logs and a summary of the structure modeling approach.

TASK 13 – PROJECT MANAGEMENT, MEETINGS AND COORDINATION

Project management tasks include preparation of monthly invoices and status reports, coordination with COUNTY staff, and meetings with COUNTY staff. It is assumed that approximately six (6) meetings with COUNTY staff will be required during the project.

CEMCON, Ltd.
EXHIBIT B
DELIVERABLES

The following deliverables will be submitted to COUNTY staff before completion of the contract.

1. Project support documentation
2. Meeting Minutes
3. Relevant Correspondence
4. Field Visit Summary Notes
5. FEQUTL model input and output files
6. FEQ model input and output files
7. BFILTER model input and output files
8. PVSTATS model input and output files
9. Floodplain Mapping Report
10. Data Summary Spreadsheets
11. Spreadsheets developed for post processing of model outputs

CEMCON, Ltd.
EXHIBIT C

SCHEDULE OF HOURLY RATES

I. STANDARD HOURLY RATES

Principal / Senior Project Manager	\$ 252.00 / hr.
Professional Engineer / Senior Project Manager	210.00 / hr.
Senior Project Engineer	185.00 / hr.
Project Engineer	144.00 / hr.
Staff Engineer I	116.00 / hr.
Staff Engineer II	132.00 / hr.
Senior Professional Land Surveyor	201.00 / hr.
Staff Surveyor	154.00 / hr.
CAD Design Group Supervisor	133.00 / hr.
CAD Technician I	87.00 / hr.
CAD Technician II	100.00 / hr.
CAD Technician III	106.00 / hr.
CAD Technician IV	129.00 / hr.
Engineering Intern / Survey Intern	70.00 / hr.
Administrative Assistant	98.00 / hr.
1-Man Survey Party with Standard Robotic and GPS Equipment	136.00 / hr.
2-Man Survey Party with Standard Robotic and GPS Equipment	285.00 / hr.
3-Man Survey Party with Standard Robotic and GPS Equipment	345.00 / hr.

II. STANDARD MATERIAL RATES

Printing (In-House)	0.50 / S.F.
Xeroxing (In-House)	0.10 / Copy
Vellum	0.50 / S.F.
Sepia Mylar	1.85 / S.F.
Outside Services, Printing & Graphics	Cost
Transfer of Electronic Media (Per Occasion)	75.00 – 150.00

The above Standard Rates are effective for services rendered during CEMCON, Ltd.'s fiscal year November 1, 2025 through October 31, 2026. For services rendered subsequent to October 31, 2026, these Standard Rates are subject to annual cost of living increases of approximately 4 – 5%. The above Standard Hourly Rates are based on a direct labor multiplier of 2.8 which includes labor, overhead burden and profit.



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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	CEMCON, LTD.
CONTACT PERSON:	MATTHEW M. WORLINE
CONTACT EMAIL:	mathw@cemcon.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

Yes

No

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

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



Stormwater Requisition under \$30,000

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

File #: 26-0797

Agenda Date: 3/3/2026

Agenda #: 8.C.



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$86,675.10
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: March 3, 2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$111,126.30
	CURRENT TERM TOTAL COST: \$24,451.20	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: AT&T Business	VENDOR #: 10008	DEPT: Stormwater	DEPT CONTACT NAME: Sarah Hunn
VENDOR CONTACT: Dusk Koenig	VENDOR CONTACT PHONE: 630-217-3958	DEPT CONTACT PHONE #: 630-407-6676	DEPT CONTACT EMAIL: Sarah.Hunn@dupagecounty.gov
VENDOR CONTACT EMAIL: dk6756@att.com	VENDOR WEBSITE: att.com	DEPT REQ #: 1600-2608	
<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.). STORMWATER PRIVATE NETWORK FOR COUNTY FLOOD CONTROL FACILITIES 23-027-SWM			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Internet connection for remote operation and monitoring of flood control facilities			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. RENEWAL
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: AT&T Business	Vendor#: 10008	Dept: Stormwater	Division:
Attn: Dusk Koenig	Email: dk6756@att.com	Attn: Sarah Hunn	Email: sarah.hunn@dupagecounty.gov
Address: 225 W. Randolph St.-Z1	City: Chicago	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60606	State: IL	Zip: 60187
Phone: 630-217-3958	Fax:	Phone: 630-407-6676	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: AT&T Business	Vendor#: 10008	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address: PO Box 5019	City: Carol Stream	Address:	City:
State: IL	Zip: 60197-5019	State:	Zip:
Phone: 844-288-6633	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Mar 14, 2026	Contract End Date (PO25): Mar 14, 2027

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		ATT PRIVATE NETWORK	FY26	1600	3000	53250		18,451.20	18,451.20
2	1	EA		ATT PRIVATE NETWORK	FY27	1600	3000	53250		6,000.00	6,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 24,451.20

<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.



135732UA
 AT&T MA Reference No. 135732UA
 AT&T Contract ID No. SDNKK917Y1

AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

PCS ID:20230323-090

Customer	AT&T
DUPAGE COUNTY Street Address: 421 N County Farm Rd City: Wheaton State/Province: IL Zip Code: 60187 Country: USA	The applicable AT&T Service-Providing Affiliate(s)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Joe Bulaga Title: Manager Street Address: 421 N County Farm Rd City: Wheaton State/Province: IL Zip Code: 60187 Country: USA Telephone: 630-407-5151 Email: joseph.bulaga@dupageco.org	Name: Dusk Koenig Street Address: 225 W Randolph City: Chicago State/Province: IL Zip Code: 60611 Country: USA Telephone: 630-217-3958 Email: dk6756@att.com Sales/Branch Manager: Serra SCVP Name: Argy Sales Straia: GEM Sales Region: Midwest <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Country: USA Telephone: _____ Email: _____ Agent Code: _____	

This Pricing Schedule for the service(s) identified below (Service) is part of the Agreement referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By: _____
Printed or Typed Name: Sarah HUNN	Printed or Typed Name: Veronica Danao
Title: Director of Stormwater	Title: Contract Specialist, as signatory for AT&T
Date: 03.20.2023	Date: 24 Mar 2023 VK176A
For AT&T internal use only:	Contract Ordering and Billing Number (CNUM):

WK# - TBD	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
Please sign by August 24, 2023.	

**AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms**

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service	AT&T Switched Ethernet Service SM
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1.1. AT&T Switched Ethernet ServiceSM

AT&T Switched Ethernet Participating Carrier(s)	Service Publication (incorporated by reference)	Service Publication Location (URL)
BellSouth Telecommunications, LLC, d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee	AT&T Switched Ethernet Service SM Guide (Service Guide)	https://cpr.att.com/pdf/commonEthServGuide.html
Illinois Bell Telephone Company, LLC, d/b/a AT&T Illinois		
Indiana Bell Telephone Company, Incorporated, d/b/a AT&T Indiana		
Michigan Bell Telephone Company, d/b/a AT&T Michigan		
Nevada Bell Telephone Company, d/b/a AT&T Nevada		
The Ohio Bell Telephone Company, d/b/a AT&T Ohio		
Pacific Bell Telephone Company, d/b/a AT&T California		
Southwestern Bell Telephone Company, d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and AT&T Texas		
Wisconsin Bell, Inc., d/b/a AT&T Wisconsin		
AT&T Corp. provides Service outside the AT&T ILEC Footprint (the 21 states referenced above), where available. AT&T Communications of New York provides intrastate Service in New York. AT&T Communications of Virginia, LLC provides intrastate Service in Virginia.	AT&T Switched Ethernet Service SM Third Party Access (3PA Service Guide)	https://serviceguidenew.att.com/sg_flashPlayerPage/ASE3PA
TC Systems, Inc.: Massachusetts and Nevada	AT&T Business Service Guide AT&T Switched Ethernet (TCAL)	https://serviceguidenew.att.com/sg_flashPlayerPage/ASE
Teleport Communications America, LLC (TCAL): Arizona, Colorado, Connecticut, Delaware, District of Columbia, Florida, Kentucky, Maryland, Massachusetts, Minnesota, Nebraska, Nevada, New Jersey, New York, Ohio, Oregon, Pennsylvania, Rhode Island, Utah, Virginia, and Washington		

WK# - TBD	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
Please sign by August 24, 2023.	

**AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms**

1.2. NOD Ordering and Management Process

Service Provider	Service Publication	Service Publication Location
AT&T Network on Demand Ordering and Management	Network on Demand Guide	https://cpr.att.com/pdf/publications/NOD_Guide.pdf
Services purchased under this Pricing Schedule must be ordered and managed exclusively using the AT&T Network on Demand functionality in the AT&T Business Center online portal.		

1.3. Inside Wiring

Service	AT&T Inside Wiring*	
Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for Switched Ethernet Service SM	AT&T Inside Wiring Service Guide	https://cpr.att.com/pdf/publications/Inside_Wiring_Service_Guide_Attachment.pdf
* AT&T Inside Wiring is not available for Sites outside of AT&T's 21-state ILEC footprint.		

1.4. Entrance Facility Construction

Service	AT&T Entrance Facility Construction*	
Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service SM	AT&T Entrance Facility Construction Attachment	https://cpr.att.com/pdf/service_publications/EFC_Attachment.pdf
* AT&T Entrance Facility Construction is not available for Sites outside of AT&T's 21-state ILEC footprint.		

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	36 months
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of the Pricing Schedule Term.

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Charge Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
All Service Components	50% plus any unpaid or waived non-recurring charges	36 months

3.1. Minimum Payment Period – Calculation of Early Termination Charges

For services purchased through Network on Demand, the "Monthly Recurring Charge" used for the purposes of computing any applicable termination liability (early termination charges) under the relevant service publication or the customer's master agreement is determined as follows: (i) the total Monthly Recurring Charges payable for the terminated service for the three months prior to the date of termination (or such shorter period as the terminated service had been installed if terminated less than three months after installation), divided by (ii) the number of days in such period, times (iii) 30 days. The Minimum Payment Period for CIR, CoS, or CIR and CoS Packages are coterminous with the Minimum Payment Period of the associated Customer Port Connection; however, early termination charges are not incurred as a result of changes to CIR, CoS, or CIR and CoS Packages while the associated Customer Port Connection is still in service.

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4. ADDS; MOVES; and UPGRADES

4.1. Adds

Orders for Service Components in excess of quantities listed Attachment A ("Adds") permitted only as specified below:				
Service Components Permitted for Adds	Site(s) Permitted for Adds	Monthly Recurring Rates	Non-recurring Charges	Additional Requirements
All Service Components listed in Attachment A	Site(s) listed in Attachment A	As provided in Section 5	As provided in Section 5, plus any additional special construction charges that may be assessed	

4.2. Moves

Per applicable Service Publication

4.3. Upgrades

4.3.1. Upgrades to a Higher Speed

Customers may upgrade their CIR to a higher speed without incurring Termination Charges if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

4.3.2. Pricing for Service Reconfiguration - Increase in CIR or CoS*

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A	As specified in Attachment A
*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)	

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5. RATES and CHARGES

5.1. AT&T SWITCHED ETHERNET SERVICE – 21-State AT&T ILEC Footprint

5.1.1. Initial Site and Service Configuration

The initial sites and configuration of Services covered under this Pricing Schedule are identified on Attachment A. This Pricing Schedule is Customer's initial order for any new Services shown on Attachment A. Port Corrections and CIR/CoS growth components are listed in section 5.1.2.

5.1.2. Monthly Recurring Charges (MRCs)

All Monthly Recurring Charges (MRCs) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Customer Port Connection MRC, the Committed Information Rate MRC, and any associated feature MRC(s).

5.1.2.1. Customer Port Connection MRC

Customer Port Connection		
Port Type	Customer Port Connection Speed	36-month Term MRC
Basic Port	100 Mbps	\$167.00
	1000 Mbps	\$167.00
	10000 Mbps	\$1,650.00
PPCoS Port	100 Mbps	\$167.00
	1000 Mbps	\$167.00
	10000 Mbps	\$1,650.00

**AT&T Switched Ethernet ServiceSM (with Network On Demand)
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5.1.2.2. Bandwidth MRC

CIR Speeds	Non-Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time	Business Data	Critical Data	MultiMedia Standard	MultiMedia High
2 Mbps	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$138.59	\$141.73	\$181.00	\$191.99
4 Mbps	\$113.50	\$113.50	\$113.50	\$113.50	\$113.50	\$154.84	\$158.00	\$194.30	\$205.35
5 Mbps	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	\$184.11	\$190.47	\$222.24	\$234.94
8 Mbps	\$124.50	\$124.50	\$124.50	\$124.50	\$124.50	\$228.18	\$235.00	\$263.97	\$279.31
10 Mbps	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$258.30	\$268.50	\$336.50	\$356.90
20 Mbps	\$176.67	\$176.67	\$176.67	\$176.67	\$176.67	\$323.82	\$336.67	\$400.93	\$426.63
50 Mbps	\$223.33	\$223.33	\$223.33	\$223.33	\$223.33	\$370.90	\$385.75	\$451.75	\$483.10
100 Mbps	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$428.03	\$448.06	\$514.82	\$548.20
150 Mbps	\$432.19	\$432.19	\$432.19	\$432.19	\$432.19	\$578.44	\$604.79	\$655.45	\$700.03
250 Mbps	\$594.37	\$594.37	\$594.37	\$594.37	\$594.37	\$652.45	\$682.70	\$844.02	\$902.50
400 Mbps	\$756.56	\$756.56	\$756.56	\$756.56	\$756.56	\$713.41	\$747.00	\$905.08	\$968.32
500 Mbps	\$918.74	\$918.74	\$918.74	\$918.74	\$918.74	\$754.67	\$789.83	\$946.11	\$1012.53
600 Mbps	\$1080.93	\$1080.93	\$1080.93	\$1080.93	\$1080.93	\$857.13	\$897.23	\$1049.99	\$1120.64
1000 Mbps	\$1243.11	\$1243.11	\$1243.11	\$1243.11	\$1243.11	\$965.76	\$1012.61	\$1162.53	\$1243.11
2000 Mbps	\$301.87	\$317.76	\$329.01	\$340.27	\$364.10	\$301.87	\$317.76	\$340.27	\$364.10
2500 Mbps	\$509.80	\$535.90	\$555.01	\$574.11	\$614.99	\$509.80	\$535.90	\$574.11	\$614.99
4000 Mbps	\$682.04	\$717.94	\$743.06	\$768.19	\$825.63	\$682.04	\$717.94	\$768.19	\$825.63
5000 Mbps	\$870.55	\$916.37	\$948.44	\$980.51	\$1053.82	\$870.55	\$916.37	\$980.51	\$1053.82
7500 Mbps	\$1510.29	\$1589.78	\$1645.43	\$1701.07	\$1828.25	\$1510.29	\$1589.78	\$1701.07	\$1828.25
9500 Mbps	\$2126.10	\$2238.00	\$2316.33	\$2394.66	\$2573.70	\$2126.10	\$2238.00	\$2394.66	\$2573.70
10000 Mbps	\$2218.03	\$2334.77	\$2416.48	\$2498.20	\$2684.98	\$2218.03	\$2334.77	\$2498.20	\$2684.98

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5.1.2.6. Feature MRC

Feature	MRC
Enhanced Multicast	\$70.00

5.1.3. Non-Recurring Charges (NRCs)

Standard Non-Recurring Charges (NRCs) for installation of new Customer Port Connections, per the applicable Service Publication, will be waived.

5.1.4. Additional Charges

Charges for additional Service options may apply per Service Publication. Charges for special construction, if needed, may also apply.

**AT&T Switched Ethernet ServiceSM (with Network On Demand)
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5.2. AT&T SWITCHED ETHERNET SERVICE THIRD PARTY ACCESS (3PA) - Outside 21-State AT&T ILEC Footprint

5.2.1. Monthly Recurring Charges (MRCs)

All Monthly Recurring Charges (MRCs) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Third-Party Access connection, local mileage MRC, the bandwidth MRC, and any associated feature MRC(s). Availability, Price Group and Access Mileage Group associated with Third Party Access are subject to change, based on the availability and pricing of access connections from the third-party providers. The Price Group and Access Mileage Group applicable to each Customer location are determined at the time of Customer's order.

5.2.1.1. Third-Party Local Switched and Dedicated Access Connection MRC

Port Speeds	Port Type	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9	Group 10	Group 11	Group 12
2 Mbps	Switched	\$231.29	\$231.29	\$492.75	\$277.60	\$301.42	\$624.80	\$405.20	\$520.76	\$546.87	\$614.15	\$475.70	\$305.30
4 Mbps	Switched	\$244.29	\$244.29	\$585.90	\$330.08	\$319.48	\$624.80	\$405.20	\$520.76	\$546.87	\$614.15	\$475.70	\$305.30
5 Mbps	Switched	\$273.79	\$273.79	\$607.50	\$342.25	\$336.85	\$624.80	\$405.20	\$520.76	\$546.87	\$614.15	\$475.70	\$340.80
8 Mbps	Switched	\$316.29	\$316.29	\$774.90	\$436.56	\$352.31	\$710.00	\$410.40	\$525.95	\$596.39	\$844.90	\$610.60	\$340.80
10 Mbps	Switched	\$345.29	\$345.29	\$832.95	\$469.27	\$361.72	\$710.00	\$410.40	\$525.95	\$596.39	\$844.90	\$610.60	\$345.29
20 Mbps	Switched	\$402.29	\$402.29	\$990.90	\$558.25	\$450.09	\$887.50	\$519.46	\$677.59	\$782.11	\$1,011.75	\$812.95	\$521.85
50 Mbps	Switched	\$505.96	\$505.96	\$1,196.10	\$673.86	\$580.57	\$976.25	\$701.35	\$776.02	\$877.92	\$1,246.05	\$1,015.30	\$678.05
100 Mbps	Switched	\$744.67	\$744.67	\$1,302.75	\$733.94	\$862.48	\$1,324.15	\$1,004.03	\$1,093.80	\$1,256.51	\$1,405.80	\$1,217.65	\$947.85
150 Mbps	Switched	\$880.00	\$880.00	\$1,692.90	\$953.75	\$916.39	\$2,176.15	\$1,148.04	\$1,243.15	\$1,606.09	\$2,399.80	\$1,689.80	\$1,217.65
250 Mbps	Switched	\$1,021.52	\$1,021.52	\$1,861.65	\$1,048.82	\$1,021.52	\$2,176.15	\$1,312.07	\$1,433.85	\$2,020.39	\$2,399.80	\$1,689.80	\$1,217.65
400 Mbps	Switched	\$1,124.00	\$1,124.00	\$2,073.60	\$1,168.22	\$1,180.57	\$2,176.15	\$1,528.12	\$1,676.57	\$2,222.71	\$2,399.80	\$2,027.05	\$1,487.45
500 Mbps	Switched	\$1,166.66	\$1,166.66	\$2,234.25	\$1,258.73	\$1,285.72	\$2,389.15	\$1,696.15	\$1,823.26	\$2,473.88	\$2,733.50	\$2,027.05	\$1,487.45
500 Mbps	Switched	\$1,300.00	\$1,300.00	\$2,477.25	\$1,395.53	\$1,470.85	\$2,744.15	\$1,906.84	\$2,025.06	\$2,830.39	\$3,081.40	\$2,296.85	\$1,757.25
1000 Mbps	Switched	\$1,311.00	\$1,311.00	\$2,794.50	\$1,574.37	\$1,971.43	\$3,635.20	\$2,640.28	\$2,706.06	\$3,913.08	\$3,858.85	\$2,296.85	\$1,757.25
2 Mbps - 50 Mbps	Dedicated	\$315.00	\$885.00	\$885.00	\$1,200.00	\$1,650.00	\$2,050.00	\$2,450.00	N/A	N/A	N/A	N/A	N/A
>50 Mbps - 100 Mbps	Dedicated	\$420.00	\$1,320.00	\$1,320.00	\$1,500.00	\$3,000.00	\$4,000.00	\$6,550.00	N/A	N/A	N/A	N/A	N/A
>100 Mbps - 250 Mbps	Dedicated	\$420.00	\$1,320.00	\$1,320.00	\$1,500.00	\$3,000.00	\$4,000.00	\$6,550.00	N/A	N/A	N/A	N/A	N/A
>250 Mbps - 500 Mbps	Dedicated	\$478.80	\$1,800.00	\$1,800.00	\$2,750.00	\$3,500.00	\$4,500.00	\$7,000.00	N/A	N/A	N/A	N/A	N/A
>500 Mbps - 600 Mbps	Dedicated	\$630.00	\$3,098.00	\$3,098.00	\$4,500.00	\$5,650.00	\$7,200.00	\$7,800.00	N/A	N/A	N/A	N/A	N/A
1000 Mbps	Dedicated	\$120.70	\$3,438.00	\$3,438.00	\$5,500.00	\$7,400.00	\$9,250.00	\$10,250.00	N/A	N/A	N/A	N/A	N/A
10000 Mbps	Dedicated	\$173.95	\$6,250.13	\$6,250.13	\$7,500.00	\$9,400.00	\$11,000.00	\$12,050.00	N/A	N/A	N/A	N/A	N/A

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Port Speeds	Port Type	Group 13	Group 14	Group 15	Group 16	Group 17	Group 18	Group 19	Group 20	Group 21	Group 22	Group 23	Group 24
2 Mbps	Switched	\$642.55	\$311.34	\$535.24	\$487.72	\$327.72	\$328.00	\$426.67	\$232.00	\$243.57	\$232.00	\$252.67	\$201.83
4 Mbps	Switched	\$642.55	\$373.33	\$535.24	\$487.72	\$327.72	\$328.00	\$426.67	\$245.00	\$248.54	\$245.00	\$252.67	\$236.99
5 Mbps	Switched	\$642.55	\$404.66	\$535.24	\$487.72	\$327.72	\$500.95	\$426.67	\$320.40	\$347.33	\$305.34	\$252.67	\$323.32
8 Mbps	Switched	\$770.35	\$438.67	\$674.48	\$684.76	\$464.76	\$500.95	\$426.67	\$345.43	\$403.87	\$334.80	\$371.33	\$323.32
10 Mbps	Switched	\$770.35	\$485.33	\$674.48	\$684.76	\$464.76	\$504.39	\$426.67	\$450.67	\$517.77	\$430.66	\$371.33	\$342.48
20 Mbps	Switched	\$898.15	\$628.67	\$727.62	\$1,060.19	\$729.52	\$637.45	\$493.33	\$550.00	\$661.34	\$509.33	\$453.33	\$451.61
50 Mbps	Switched	\$1,093.40	\$942.67	\$852.38	\$1,875.61	\$1,382.28	\$652.57	\$680.00	\$738.67	\$1,085.15	\$585.33	\$549.77	\$640.39
100 Mbps	Switched	\$1,299.30	\$1,126.00	\$1,024.76	\$2,528.95	\$1,813.61	\$926.48	\$833.33	\$866.67	\$1,265.82	\$745.34	\$671.33	\$1,106.09
150 Mbps	Switched	\$1,686.25	\$1,174.67	\$1,552.39	\$3,246.09	\$2,498.76	\$794.67	\$1,120.00	\$1,054.67	\$1,624.51	\$901.33	\$812.67	\$1,225.15
250 Mbps	Switched	\$1,686.25	\$1,271.33	\$1,552.39	\$4,765.14	\$3,901.81	\$894.67	\$1,120.00	\$1,252.00	\$1,999.33	\$1,035.00	\$1,002.33	\$1,424.57
400 Mbps	Switched	\$1,945.40	\$1,429.34	\$1,552.39	\$4,765.14	\$3,901.81	\$1,412.57	\$1,120.00	\$1,462.66	\$2,332.00	\$1,180.00	\$1,246.67	\$1,629.72
500 Mbps	Switched	\$1,945.40	\$1,450.00	\$1,723.82	\$5,250.10	\$4,372.76	\$1,501.72	\$1,120.00	\$1,601.06	\$2,544.58	\$1,265.33	\$1,246.67	\$1,813.15
500 Mbps	Switched	\$2,204.55	\$1,462.00	\$1,835.24	\$7,281.33	\$6,248.67	\$1,704.87	\$1,400.00	\$1,723.94	\$2,645.88	\$1,437.33	\$1,400.00	\$1,963.24
1000 Mbps	Switched	\$2,595.05	\$1,640.67	\$2,106.67	\$7,281.33	\$6,248.67	\$2,187.43	\$1,400.00	\$1,998.66	\$2,798.00	\$1,684.00	\$1,400.00	\$2,649.52
2 Mbps - 50 Mbps	Dedicated	N/A											
>50 Mbps - 100 Mbps	Dedicated	N/A											
>100 Mbps - 250 Mbps	Dedicated	N/A											
>250 Mbps - 500 Mbps	Dedicated	N/A											
>500 Mbps - 600 Mbps	Dedicated	N/A											
1000 Mbps	Dedicated	N/A											
10000 Mbps	Dedicated	N/A											

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Port Speeds	Port Type	Group 25	Group 26	Group 27	Group 28	Group 29	Group 30
2 Mbps	Switched	\$140.00	\$118.67	\$727.77	\$232.00	\$403.00	\$756.07
4 Mbps	Switched	\$220.00	\$260.00	\$727.77	\$290.33	\$437.36	\$833.54
5 Mbps	Switched	\$240.00	\$260.00	\$727.77	\$313.00	\$440.00	\$897.87
8 Mbps	Switched	\$286.67	\$366.67	\$727.77	\$357.34	\$445.00	\$1,009.83
10 Mbps	Switched	\$300.00	\$366.67	\$727.77	\$406.67	\$450.00	\$1,134.86
20 Mbps	Switched	\$380.00	\$466.67	\$734.44	\$543.81	\$550.00	\$1,390.09
50 Mbps	Switched	\$506.67	\$666.67	\$752.23	\$664.38	\$707.08	\$1,699.89
100 Mbps	Switched	\$773.33	\$833.33	\$799.67	\$744.67	\$899.73	\$2,164.20
150 Mbps	Switched	\$813.33	\$886.67	\$843.65	\$921.33	\$982.06	\$2,500.00
250 Mbps	Switched	\$933.33	\$1,026.67	\$1,123.77	\$1,211.00	\$1,200.00	\$3,384.11
400 Mbps	Switched	\$1,100.00	\$1,026.67	\$1,123.77	\$1,211.00	\$1,369.24	\$3,600.00
500 Mbps	Switched	\$1,100.00	\$1,066.67	\$1,254.85	\$1,211.00	\$1,403.09	\$4,030.63
600 Mbps	Switched	\$1,266.67	\$1,200.00	\$1,319.56	\$1,311.00	\$1,800.00	\$5,500.00
1000 Mbps	Switched	\$1,266.67	\$1,453.33	\$1,547.44	\$1,311.00	\$1,999.00	\$5,636.21
2 Mbps - 50 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
>50 Mbps - 100 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
>100 Mbps - 250 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
>250 Mbps - 500 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
>500 Mbps - 600 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
1000 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
10000 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A

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5.2.1.2. Third-Party Local Switched Access Mileage MRC

Third-Party Local Switched Access Mileage MRC Price Groups				
Port Connection Speed	Mileage A		Mileage B	
	Fixed	Per Mile	Fixed	Per Mile
2 Mbps – 1000 Mbps	\$0.00	\$110.05	\$0.00	\$110.05

Applicability of mileage will be determined during address qualification.

5.2.1.3 Third-Party Local Dedicated Access Mileage MRC

36 Month Term- Third Party Local Dedicated Access Mileage MRC Price Groups														
Port Connection Speed	Mileage A		Mileage B		Mileage C		Mileage D		Mileage E		Mileage F		Mileage G	
	Fixed	Per Mile												
2 Mbps - 50 Mbps	\$189.85	\$6.75	\$0	\$0	\$315.95	\$29.11	\$315.95	\$29.11	\$0	\$61.77	\$0	\$0	\$0	\$0
>50 Mbps - 100 Mbps	\$277.97	\$9.02	\$0	\$0	\$397.6	\$36.21	\$397.6	\$36.21	\$0	\$66.74	\$0	\$0	\$0	\$0
>100 Mbps - 250 Mbps	\$277.97	\$11.29	\$0	\$0	\$397.6	\$51.12	\$397.6	\$51.12	\$0	\$69.58	\$0	\$0	\$0	\$0
>250 Mbps - 500 Mbps	\$518.66	\$16.97	\$0	\$0	\$727.75	\$94.43	\$727.75	\$94.43	\$0	\$98.69	\$0	\$0	\$0	\$0
>500 Mbps - 600 Mbps	\$822.61	\$24.85	\$0	\$0	\$1121.8	\$203.06	\$1121.8	\$203.06	\$0	\$139.87	\$0	\$0	\$0	\$0
1000 Mbps	\$1296.11	\$35	\$202.35	\$102.95	\$2403.35	\$348.61	\$2403.35	\$348.61	\$0	\$155.49	\$0	\$0	\$0	\$0
10000 Mbps	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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5.2.1.4. Third-Party Bandwidth MRC

CIR Speed	Non-Critical High	Business Critical Medium	Business Critical High	Interactive	RealTime
2 Mbps	\$74.69	\$77.00	\$80.84	\$84.69	\$88.54
4 Mbps	\$77.60	\$80.00	\$84.00	\$88.00	\$92.00
5 Mbps	\$80.03	\$82.50	\$86.63	\$90.75	\$94.88
8 Mbps	\$82.45	\$85.00	\$89.25	\$93.50	\$97.75
10 Mbps	\$87.30	\$90.00	\$94.50	\$99.00	\$103.50
20 Mbps	\$97.00	\$100.00	\$105.00	\$110.00	\$115.00
50 Mbps	\$155.20	\$160.00	\$168.00	\$176.00	\$184.00
100 Mbps	\$232.80	\$240.00	\$252.00	\$264.00	\$276.00
150 Mbps	\$291.00	\$300.00	\$315.00	\$330.00	\$345.00
250 Mbps	\$339.50	\$350.00	\$367.50	\$385.00	\$402.50
400 Mbps	\$436.50	\$450.00	\$472.50	\$495.00	\$517.50
500 Mbps	\$485.00	\$500.00	\$525.00	\$550.00	\$575.00
600 Mbps	\$582.00	\$600.00	\$630.00	\$660.00	\$690.00
1000 Mbps	\$727.50	\$750.00	\$787.50	\$825.00	\$862.50
2000 Mbps	\$2,716.00	\$2,800.00	\$2,940.00	\$3,080.00	\$3,220.00
2500 Mbps	\$2,813.00	\$2,900.00	\$3,045.00	\$3,190.00	\$3,335.00
4000 Mbps	\$3,007.00	\$3,100.00	\$3,255.00	\$3,410.00	\$3,565.00
5000 Mbps	\$3,104.00	\$3,200.00	\$3,360.00	\$3,520.00	\$3,680.00
7500 Mbps	\$3,201.00	\$3,300.00	\$3,465.00	\$3,630.00	\$3,795.00
9500 Mbps	\$3,298.00	\$3,400.00	\$3,570.00	\$3,740.00	\$3,910.00
10000 Mbps	\$3,395.00	\$3,500.00	\$3,675.00	\$3,850.00	\$4,025.00

5.2.2. Additional Charges

Charges for associated features or additional Service options may apply per Service Publication.

WK# - TBD Please sign by August 24, 2023.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
--	--

**AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms**

6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

6.1. Special Conditions for 10 Gbps Customer Port Connections

With respect to 10 Gbps Ports, Customer may use the Business Center Portal to order such Ports, to request and schedule changes to the CIR (subject to the port configurations shown in Attachment A, Table 2) or CoS of such Ports, or to establish or change EVCs associated with such Ports. Real Time Class of Service is not available for EVCs exceeding 1000 Mbps. EVCs exceeding 1000 Mbps are subject to network availability.

6.2 Accelerated Discount

	Accelerated Discount	Liability upon early termination of any Service Component
Special Construction Charges Discount	\$26,288.72	100% of the accelerated discount divided by the number of months in the Pricing Schedule Term multiplied by the number of months remaining in the Pricing Schedule Term at date of termination

UA Required ROME OPP: 1-KK917Y1 SR: 1-K07SM5D RLR: 1387982.1.2	AT&T and Customer Confidential Information Page 13 of 15	[ASE_NoD_custom] PS 09.27.22 AT&T Solution No. 3316099 CT-Owner: kh2586 03/07/2023
--	--	--

WK# - TBD	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
Please sign by August 24, 2023.	

**AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms**

**ATTACHMENT A
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
DUPAGE COUNTY**

A-1. Rates and Charges; Initial Order Quantities

Service Components	Quantity New	MRC, per Unit
Customer Port Connection - 1 Gbps - Basic, USOC: EYQFX	6	\$167.00
10 Mbps CIR - RealTime - Basic Only, USOC: R6EBX	6	\$130.00

A.1.1. Special Construction Charges

	Non-recurring Charge [#]
Special Construction Charges	\$7,508.59
[#] Due upon execution of this Pricing Schedule, additional charges may apply for work performed outside AT&T's normal business hours.	

A-2. Minimum Quantity New Commitment

Required Installation Date	Monthly Shortfall Charge
Within six (6) months after the Effective Date, excluding AT&T delay	50% of MRC (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

A-3. Initial Sites and Service Configuration

Jurisdiction: By selecting AT&T Switched Ethernet Service provided as interstate access service, Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **more than ten percent (10%)** of the total traffic on any Service. Internet and International traffic are always considered interstate. The nature of the traffic, not merely the physical endpoints of the facility, determines whether the Port is Interstate or Intrastate.

Table 1. Complete a line for each Customer Port Connection

Port ID #	Street Address, City, State	Jurisdiction	Geographic Location
1	150 N Route 83, Elmhurst, IL, 60126, US	Intrastate	Within 21 State ILEC Footprint
2	301 School St, Wood Dale, IL, 60191, US	Intrastate	Within 21 State ILEC Footprint
3	800 N River Rd, Naperville, IL, 60540, US	Intrastate	Within 21 State ILEC Footprint
4	421 N County Farm Rd, Wheaton, IL, 60187, US	Intrastate	Within 21 State ILEC Footprint
5	397 Illini Dr, Carol Stream, IL, 60188, US	Intrastate	Within 21 State ILEC Footprint
6	351 E Lake St, Bloomingdale, IL, 60108, US	Intrastate	Within 21 State ILEC Footprint

Table 2. Service Components and Features associated with Customer Port Connections identified above within the 21-State ILEC Footprint. This Pricing Schedule shall constitute Customer's order for Service at the locations listed below.

Port ID #	Customer Port Connection Speed	CIR Speed	CIR Speed for Ports 10 Gbps & Above	Class of Service	Add'l MAC Addresses	Enhanced Multicast
1	1 Gbps Basic	10 Mbps	N/A	Real-Time	No	No
2	1 Gbps Basic	10 Mbps	N/A	Real-Time	No	No
3	1 Gbps Basic	10 Mbps	N/A	Real-Time	No	No

UA Required ROME OPP: 1-KK917Y1 SR: 1-K07SM5D RLR: 1387982.1.2	AT&T and Customer Confidential Information Page 14 of 15	(ASE_NoD_custom) PS 09.27.22 AT&T Solution No. 3316099 CT-Owner: kh2586 03/07/2023
--	--	--

Wk# - TBD	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
Please sign by August 24, 2023.	

**AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms**

Port ID #	Customer Port Connection Speed	CIR Speed	CIR Speed for Ports 10 Gbps & Above	Class of Service	Add'l MAC Addresses	Enhanced Multicast
4	1 Gbps Basic	10 Mbps	N/A	Real-Time	No	No
5	1 Gbps Basic	10 Mbps	N/A	Real-Time	No	No
6	1 Gbps Basic	10 Mbps	N/A	Real-Time	No	No

Table 3. Service Components and Features associated with Customer Port Connections identified above outside the 21 State ILEC Footprint. This Pricing Schedule shall constitute Customer's order for Service at the locations listed below.

Port ID #	Access Type	Customer Port Connection Speed	Access Price Group	Access Mileage Group	Access Mileage	CIR Speed	Class of Service

End of Document



SECTION 8 - BID FORM PRICING

Pricing shall reflect monthly cost for a three-year contract. All prices shall include taxes, surcharges, and fees.

CIRCUIT			
NO	LOCATION	CIRCUIT SIZE	PRICE
1	Armstrong Park	10 MB	\$2,887.44
2	Elmhurst Quarry	10 MB	\$2,887.44
3	Wooddale/Itasca Reservoir	10 MB	\$2,887.44
4	Fawell Dam	10 MB	\$2,887.44
5	Spring Creek Reservoir	10 MB	
6	DuPage County Complex	10 MB	\$2,887.44
7	Various Locations	20 MB	
8	Various Locations	50 MB	
PORT (Provide Port Size)			
NO	LOCATION	PORT SIZE	PRICE
9	Armstrong Park		\$ 2,004.00
10	Elmhurst Quarry		\$ 2,004.00
11	Wooddale/Itasca Reservoir		\$ 2,004.00
12	Fawell Dam		\$ 2,004.00
13	Spring Creek Reservoir		\$ 2,004.00
14	DuPage County Complex		\$
GRAND TOTAL			\$ 2,004.00
GRAND TOTAL BID (In Words):			\$ 24,451.20

AT&T Response:

Pricing Schedule Attached that includes tax costs.



SECTION 9 - PROPOSAL FORM

STORMWATER PRIVATE NETWORK FOR COUNTY FLOOD CONTROL FACILITIES 23-027-SWM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	AT&T Corp.
Main Business Address	225 W Randolph, St.
City, State, Zip Code	Chicago, IL 60606
Telephone Number	630-217-3958
Fax Number	
Proposal Contact Person	Dusk Koenig
Email Address	dk6756@att.com

The undersigned certifies that he is:

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

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

(President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the



office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto;

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

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

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

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

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

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



Finally, the offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

PROPOSAL AWARD CRITERIA

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

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

X _____
(Signature and Title)

CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this _____ day of _____ AD, 2023

My Commission Expires: _____
(Notary Public)

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

Finally, the offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

PROPOSAL AWARD CRITERIA

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

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

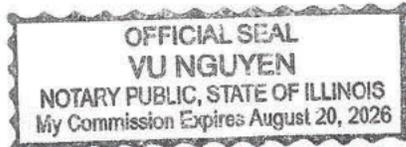
X_ Sales Director
(Signature and Title)

CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this 6th day of February AD, 2023

My Commission Expires: 8/20/2026
(Notary Public)





THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 STORMWATER PRIVATE NETWORK FOR COUNTY FLOOD CONTROL
 FACILITIES 23-027-SWM
 BID TABULATION

√

Criteria	Available Points	AT&T	COEO	COMCAST
Firm Qualifications	25	24	16	24
Key Qualifications	15	14	11	13
Project Understanding	35	34	22	33
Price	25	25	12	14
Total	100	98	60	84

Monthly Pricing	\$ 2,072.30	\$ 4,455.00	\$ 3,671.50
Percentage of points	100%	47%	56%
Points awarded (wtd against lowest price)	25	12	14

NOTES

Bid Opened On 02/07/2023, 2:30 PM CST by	NE, DW
Invitations Sent	5
Total Requesting Documents	3
Total Bid Responses Received	3



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	19-007 SW
COMPANY NAME:	AT&T Illinois
CONTACT PERSON:	Jane Holt
CONTACT EMAIL:	kt2324@att.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- Yes
- No

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

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

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

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

- Yes
- No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

The full text of the County's Ethics Ordinance is available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

The full text of the County's Procurement Ordinance is available at:
https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

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

Printed Name: Jane Holt Signature:

Title: Client Sountion Executive Date: 2/17/26



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0002-26

Agenda Date: 3/3/2026

Agenda #: 8.D.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND MICHAEL BAKER INTERNATIONAL, INC.
FOR PROFESSIONAL ENGINEERING SERVICES
RELATED TO EVALUATION OF CUSTOM FLOODPLAIN MAPPING APPLICATIONS
AND FOR ALIGNMENT WITH THE COUNTY'S GEOSPATIAL DATABASE
(CONTRACT TOTAL NOT TO EXCEED \$250,000.00)

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

WHEREAS, the COUNTY requires professional engineering and geospatial programming services for the redevelopment of the County's custom floodplain mapping applications (hereinafter referred to as "PROJECT"); and

WHEREAS, Michael Baker International, Inc. (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 \$250,000.00; and

WHEREAS, the CONSULTANT acknowledges that it is qualified to meet the requirements of Section 15-127.A.3.a.1, 15-127.A.3.a.2 and Section 15-127.A.3.a.3 of the DuPage County Countywide Stormwater and Flood Plain Ordinance (hereafter "Stormwater Ordinance") to perform the services covered by this AGREEMENT and is in good standing and has not been barred from performing professional services; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Michael Baker International, Inc. is hereby accepted and approved in an amount not to exceed two-hundred fifty thousand dollars and no cents (\$250,000.00); and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached Agreement to the Procurement Division of the Finance Department of DuPage County; the Stormwater Management Department, c/o Director Sarah Hunn; and to Michael Baker International, Inc., by and through the foregoing Department(s).

Enacted and approved this 10th of March, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$250,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: March 3, 2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$250,000.00
	CURRENT TERM TOTAL COST: \$250,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Michael Baker International, Inc.	VENDOR #: 44691	DEPT: Stormwater	DEPT CONTACT NAME: Christine Klepp
VENDOR CONTACT: Jeffrey Maczko	VENDOR CONTACT PHONE: 872-289-6807	DEPT CONTACT PHONE #: 630-407-6708	DEPT CONTACT EMAIL: klepp@dupagecounty.gov
VENDOR CONTACT EMAIL: jeffrey.maczko@mbakerintl.com	VENDOR WEBSITE: mbakerintl.com	DEPT REQ #: 1600-2606	
<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.). Professional Services Agreement with Michael Baker International for \$250,000.00 to provide professional engineering and GIS services for GIS application development.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This contract is necessary for the long term viability of the Stormwater Department's GIS applications that are integral in the department's hydraulic modeling and floodplain mapping work. Applications are outdated and need to be redeveloped using the most up to date ESRI GIS tools and configured to be more robust and secure on the County's network.			

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

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source. In accordance with the Local Government Professional Services Selection Act (50 ILCS 510) and the DuPage County Procurement Ordinance, Stormwater solicited for and reviewed proposals from four qualified firms. A selection team reviewed each proposal ranking each firm on certain selection criteria. Michael Baker International was chosen as best suited to perform the tasks set forth in the contract.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Approve contract as requested. Consultant was selected using the County's selection process. Consultant is well qualified to perform the services requested. 2. Hire a different consultant. All vetting and selection procedures were followed making this option unnecessary. 3. Do not approve the contract. This option is not recommended since it is an important part of the Department's goals and mission to model the County's watersheds and remap the floodplains in DuPage County.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Michael Baker International	Vendor#: 44691	Dept: Stormwater	Division:
Attn: Jeffrey Maczko	Email: jeffrey.maczko@mbakerintl.com	Attn: Christine Klepp	Email: klepp@dupagecounty.gov
Address: 200 W. Adams Street, Suite 1800	City: Chicago	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60606	State: IL	Zip: 60187
Phone: 872-289-6807	Fax:	Phone: 630-407-6708	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Michael Baker International	Vendor#: 44691	Dept: same	Division:
Attn: Jeffrey Maczko	Email: jeffrey.maczko@mbakerintl.com	Attn:	Email:
Address: 200 W. Adams Street, Suite 1800	City: Chicago	Address:	City:
State: IL	Zip: 60606	State:	Zip:
Phone: 872-289-6807	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Mar 10, 2026	Contract End Date (PO25): Nov 30, 2027

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		Engineering/GIS services	FY26	1600	3000	53010		150,000.00	150,000.00
2	1	EA		Engineering/GIS services	FY27	1600	3000	53010		100,000.00	100,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 250,000.00

<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.

**AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND MICHAEL BAKER INTERNATIONAL, INC.
FOR PROFESSIONAL ENGINEERING AND GIS SERVICES**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this tenth day of March, 2026, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and MICHAEL BAKER INTERNATIONAL, INC., licensed to do business in the State of Illinois, with offices at 200 West Adams Street, Chicago, Illinois, Suite 1800, 60606 (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

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

WHEREAS, the COUNTY requires professional engineering and geospatial programming services for the redevelopment of the County's custom floodplain mapping applications (hereinafter referred to as "PROJECT"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional engineering and geospatial programming services and is willing to perform the required services for an amount not to exceed \$250,000.00; and

WHEREAS, the CONSULTANT acknowledges that it is qualified to meet the requirements of Section 15-127.A.3.a.1, 15-127.A.3.a.2 and Section 15-127.A.3.a.3 of the DuPage County Countywide Stormwater and Flood Plain Ordinance (hereafter "Stormwater Ordinance") to perform the services covered by this AGREEMENT and is in good standing and has not been barred from performing professional services; and

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

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the

understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION

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

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other group and the CONSULTANT concerning the PROJECT.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and 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.
- 2.4 The relationship of the CONSULTANT to the 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 the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become

due with regard to any compensation paid by the COUNTY to the CONSULTANT.

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

3.0 NOTICE TO PROCEED

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

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new and/or modified

employee rates (Exhibit C) and/or fee schedules if permitted in Paragraph 7.3.

4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.

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

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT 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 Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2027, unless the term of this AGREEMENT is extended in conformity with Article 14 below.

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 the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the 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 14 days after notice of

termination or when the Director directs, the deliverables specified in Exhibit B.

7.0 COMPENSATION

- 7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$250,000.00. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For services performed, the COUNTY will pay the CONSULTANT at a 2.8 direct labor multiplier applied to the actual hourly rates of staff and/or the fee schedule(s) as incorporated herein. The multiplier shall include the cost of overhead and profit. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant's staff, identified by classification, is attached and incorporated hereto as Exhibit C. The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated herein and subject to the terms in 7.3(b) below. The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C. It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit C (including Exhibit C for approved sub-consultant(s)) when invoices are submitted for the PROJECT.
- 7.3.a Reserved
- 7.3.b If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days' notice of any

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

- 7.4 Direct costs, which are included in the total fees referenced in paragraph 7.3 above, are expenses for supplies and materials to be paid for by the COUNTY for completion of all services that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet (BDE436, marked as Exhibit D) made a part hereof and incorporated herein by reference. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the COUNTY.
- 7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by calling the Illinois Department of Labor at 312-793-2814 or visiting the web site at <http://www.state.il.us/agency/idol/>. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to ensure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.
- 7.6 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be

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

7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."

7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.

7.9 Upon acceptance of all deliverables specified in Exhibit A and B of this AGREEMENT, final payment shall be made to the CONSULTANT, including any retainage.

8.0 CONSULTANT'S INSURANCE

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

8.1.a **Worker's Compensation Insurance** in 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 (\$1,000,000.00) dollars each employee/disease.

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

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

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

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance,

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

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

8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional

insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants insurance coverage at any time.

9.0 INDEMNIFICATION

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

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly,

the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.

10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.

10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants. However, to the fullest extent permitted by law, the Parties expressly agree that Neither Party shall be liable to the other for any special, incidental, indirect, exemplary or consequential loss, damage, expense or cost (including, without limitation, loss of use, revenue, income, profit, financing, business and/or reputation) arising out of or relating in any way to the Agreement, Services or Project.

11.0 BREACH OF CONTRACT

11.1 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with

Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

- 13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall

comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, *et seq.*, and with all rules and regulations established by the Department of Human Rights.

- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, *et seq.*; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).
- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.
- 13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2), the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 *et seq.*); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at <https://mwv.dupageco.org/>).**

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

14.0 MODIFICATION OR AMENDMENT

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

15.0 TERM OF THIS AGREEMENT

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

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on November 30, 2027, or to a new date agreed upon by the parties, or
- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2027.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

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

16.0 TERMINATION

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

17.0 ENTIRE AGREEMENT

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

21.0 NOTICES

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

Michael Baker International, Inc
ATTN: Jeffrey Maczko, PE
Phone: 872-289-6807
Email: jeffrey.maczko@mbakerintl.com

DuPage County Stormwater Management
421 N. County Farm Road
Wheaton, IL 60187

ATTN: Sarah Hunn, PE
Director of Stormwater Management
Phone: 630-407-6676
Email: sarah.hunn@dupagecounty.gov

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of

any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon the CONSULTANT'S request, proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.

24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply with the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and the CONSULTANT shall notify the COUNTY if any hazardous substances are found on the project site. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT shall not make any determination relating to the selection of a treatment, storage or disposal facility nor subcontract such activities through transporters or others.

26.0 QUALIFICATIONS

26.1 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.

- 26.2 The CONSULTANT'S key personnel specified in the AGREEMENT (Jason Isherwood, GISP, Project Manager) shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification (Exhibit E) shall include the proposed successor's name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.
- 26.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
- 26.4 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 26.3, above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the PROJECT.

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

COUNTY OF DuPAGE

MICHAEL BAKER INTERNATIONAL

 Deborah A. Conroy, Chair
 DuPage County Board

 Signature

 Print Name

 Title

ATTEST BY:

Jean Kaczmarek, County Clerk

ATTEST BY:

Signature

Print Name

Title

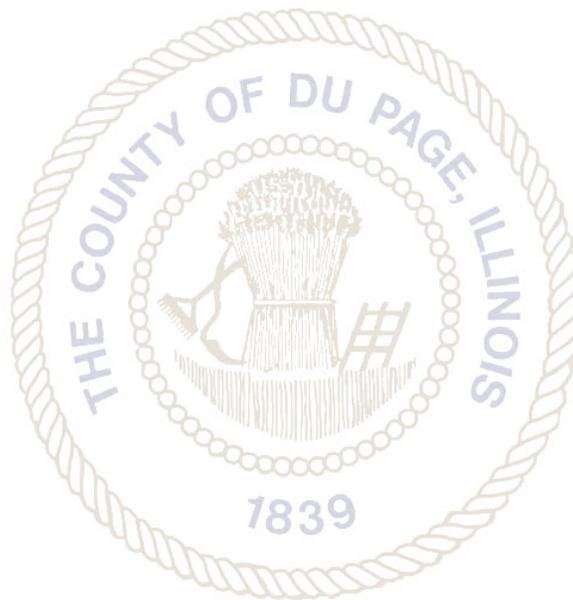


EXHIBIT A

SCOPE OF WORK

TASK 1 : PROJECT MANAGEMENT

TASK 2: PROGRESS MEETINGS AND ENVIRONMENT ACCESS

TASK 3: REQUIREMENTS AND DESIGN

Requirements Gathering

Building upon the requirements gathering activities that were completed during the application evaluation phase of this project we will meet with the four groups identified as key stakeholders for this application including viewers, editors, GIS administrators, and developers. Our goal during these meetings will be to discuss the recommendations and implementation plan in detail, capture any additional requirements that need to be included, and gather feedback directly from users.

Following these meetings, our team will review, organize, and document all requirements so that they can be referenced throughout implementation and included in user guides.

Solution Architecture and Design

Our team will conduct a comprehensive of the current state of the DuPage County GIS environment and produce detailed solution architecture diagrams and supporting documentation that define the proposed Azure-based deployment architecture across development, staging, and production environments.

The resulting architecture will document platform services, infrastructure and resource specifications, software components, server IPs/names and configurations, network topology, security boundaries, and connectivity, CI/CD pipelines, source code repositories, and the end-to-end application architecture.

This includes application layering, code frameworks and libraries, runtime environments, configuration and secrets management, integration patterns, authentication and authorization flows, logging and monitoring and data flows across system components.

TASK 4: FOUNDATIONAL ENVIRONMENT DEPLOYMENT

ArcGIS Enterprise Content and Environment Setup

Once access is established and the environment is explored, our team will develop a comprehensive plan for organizing Stormwater tool content within ArcGIS Enterprise, including:

- ArcGIS Portal group structure
- Content sharing permissions
- Required user permissions
- ArcGIS Portal folders
- Naming and Tagging conventions
 - Natural Features

This plan and our recommendations will be developed in conjunction with the DuPage County GIS department and discussions will be included in our requirements gathering meetings.

Our team will also create code repositories in DuPage County’s designated source control platform for the backend geoprocessing services that will support Transect Manager, Land Cover Totals, and Rain Gage Factors.

Enterprise GDB Migration and Modernization

Our team will migrate and upgrade the Stormwater Department’s existing enterprise geodatabases from DuPage’s on-prem SQL Server Instance to the central GIS Environment’s Azure SQL Server Instance (SQL Server on an Azure VM). We will also ensure the enterprise geodatabase version aligns with DuPage County’s ArcGIS Enterprise version at time of migration (currently v11.3).

- Databases to be migrated and upgraded:
 - dpcsm_re
 - dpcsm_rp
 - dpcsm_vesw
 - dpcsm_ve2
 - dpcsm_ve3
 - dpcsm_vpsw
 - Natural Features

Additionally, our team will design and implement an optimized database schema to support updated Stormwater tools and GIS layers for the 3 legacy applications of Transect Manager (TM), Land Cover Totals (LCTOTLS), and Rain Gage Factors (RGFACS).

TASK 5: ARCGIS ENTERPRISE WEBGIS LAYER AND CONTENT MANAGEMENT

Our team will work collaboratively with GIS environment administrators and the Stormwater Department to identify the GIS layers required for the stormwater application and determine the optimal approach for integrating those layers within the ArcGIS Enterprise environment to support the modernized stormwater platform.

This effort will include evaluating existing GIS data sources and services, publishing GIS layers and related content to ArcGIS Enterprise as needed, creating and managing ArcGIS Enterprise groups, sharing layers with appropriate groups, assigning users and permissions, and configuring basemaps to support application functionality, consistency, and user workflows.

TASK 6: CUSTOM STORMWATER WEB APP AND TOOL DEVELOPMENT

STORMWATER EDITOR WEB APP AND TOOL DEVELOPMENT

Backend Geoprocessing Services/Tools

For Transect Manager, backend geoprocessing services will be developed using the latest ArcGIS Pro Python environment (compatible with ArcGIS Enterprise 11.X) to support Transect Manager functionality in the Stormwater Management Web Application.

- Key capabilities:
 - Create transects from digitized inputs or file imports
 - Manipulate transects (copy, reverse, extend, rotate, pivot)

- Manage station points and update attributes
- Extend transects using elevation data with engineering-grade interpolation
- Import/export data in formats like FEQUTL and GPS survey files
- Support vertical datum conversion (NGVD29 ↔ NAVD88)
- Package and publish tools to ArcGIS Enterprise (primary ArcGIS Hosting Server)

Land Cover Totals logic will be reimplemented as backend geoprocessing services as well.

- Key capabilities and optimizations:
 - Minimize intermediate data creation
 - Use in-memory processing (e.g., pandas, geopandas with arcpy)
 - Ensure efficient data access from the enterprise geodatabase
 - Replace hardcoded paths with configurable parameters
 - Accept watershed ID, input layers, and processing options
 - Implement robust error handling and logging
 - Package and publish tools to ArcGIS Enterprise (primary ArcGIS Hosting Server)

Rain Gage Factor functionality will be rebuilt as backend services using the ArcGIS Pro Python environment (compatible with ArcGIS Enterprise 11.X).

- Key capabilities:
 - Create isohyetal surfaces from point rainfall data
 - Perform Thiessen polygon analysis
 - Calculate rainfall adjustment factors using Spatial Analyst/3D Analyst tools
 - Accept parameters: watershed ID, event date, rain gage IDs, gage type

Custom Web App Development

Using Agile methodologies, develop a custom web application as the interface for Stormwater editor application and associated tools/functionality. At a high level this includes user interface development, application architecture, configuration of the web maps, integration of backend geoprocessing services, sprints, and QAQC.

The application will be registered with ArcGIS Enterprise and integrated with Enterprise OAuth/SSO for access control and permissions.

TASK 7: STORMWATER VIEWER (ExB APP)

To complement the Stormwater Editor application, a view-only web application built on ArcGIS Experience Builder will be configured to allow broader, controlled access to the data that is created in support of these activities.

Our team will configure all component web maps, relevant layers and associated symbology. Following the initial configuration, Experience Builder layout, widget, and interactions will be configured as well.

Additionally, permissions & sharing specifications will be established for this application, and it will be tested for integration with WebApp (v 6.2)

TASK 8: DEPLOYMENT, MONITORING, AND MAINTENANCE

System Optimization for ArcGIS Server service configurations based on production performance with the stated goals of improving database performance, adding indexes as needed, and tuning hardware and software resources.

To prepare the system for testing and adoption, it will be secured, and configurations will be finalized which includes access and permissions adjustments.

User Acceptance Testing

Our comprehensive user acceptance testing plan will allow us to verify tool functionality, assess accuracy of results, check integration with ArcGIS authentication and services and evaluate user experience and performance.

Production Deployment

Monitoring & Performance Checks

Our team will work collaboratively with **DuPage County IT** to implement the recommended system health checks and monitoring capabilities to ensure platform availability, reliability, and operational awareness.

Backup, Disaster Recovery & Maintenance Setup

Our team will assist in defining and configuring backup, disaster recovery, and routine maintenance processes for the stormwater platform and supporting ArcGIS Enterprise components. This includes documenting backup strategies, recovery procedures, and maintenance considerations to support system resilience, data protection, and long-term operational sustainability.

Post-Go-Live Support

Post-go-live support will be provided to assist DuPage County staff during a brief initial operational period following production deployment. This support will include troubleshooting, issue resolution, and knowledge transfer to ensure a smooth transition to steady-state operations and to address any issues identified after launch.

TASK 9: DOCUMENTATION AND TRAINING

We understand that technology adoption hinges on effective training, our program will deliver role-specific training sessions, both live and recorded, to ensure every user group is equipped for success, including:

- **General Viewers:** Trainings on accessing and navigating the ArcGIS Experience Builder interface
- **Editors:** Detailed walkthroughs of workflows in the editing application, including transect digitization, manipulation, and analysis job submission for Land Cover Totals and Rain Gauge Factors
- **Administrators:** Technical trainings on managing databases, geoprocessing services, and web applications, including updating reference data as new datasets become available
- **Developers:** Additionally, optional technical training opportunities will be made available to developers outside of the Stormwater Department within DuPage County to support the sustainability of the implementation.

To reinforce learning, we will provide digital user guides delivered through web accessible interface, internally documented source code with README files, architectural and deployment diagrams, and a system administration guide for ongoing management. Additionally, our team will develop documentation that details the development process in detail including change log and versioning strategy. Documentation will be provided that outlines the content organization strategy developed during the foundational environment deployment stage of the project.

Our team of experienced professionals have experience leading trainings with similar solutions and several of our team members are former Esri employees that have led trainings and technical seminars of components of the solution we propose for implementation.

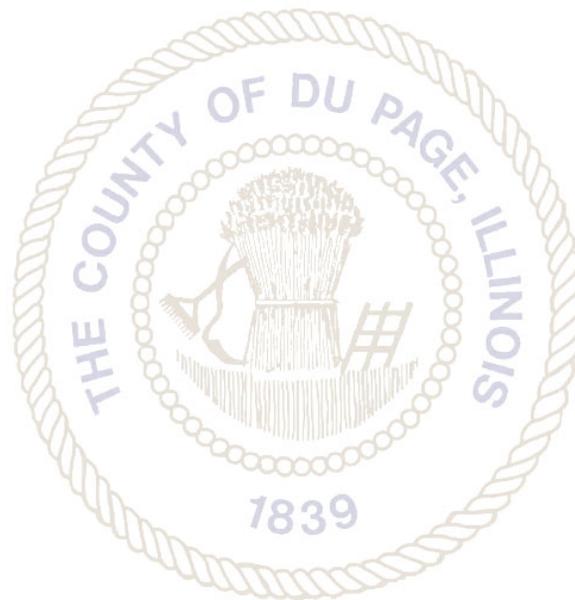


EXHIBIT B

DELIVERABLES

1. Two core end user applications will be developed:
 - a. **EDITING/MANAGEMENT APPLICATION:** Enables advanced workflows for dataset maintenance and analysis, including transect digitization and stormwater modeling.
 - b. **READ-ONLY VIEWER APPLICATION:** Provides intuitive, secure access for general staff to view authoritative data without risk of unintended edits.
2. Recorded training sessions with DuPage County staff
3. Digital user guides delivered through web accessible interface, internally documented source code with README files, architectural and deployment diagrams, and a system administration guide for ongoing management. Documentation that details the development process in detail including change log and versioning strategy.
4. Documentation that outlines the content organization strategy developed during the foundational environment deployment stage of the project.

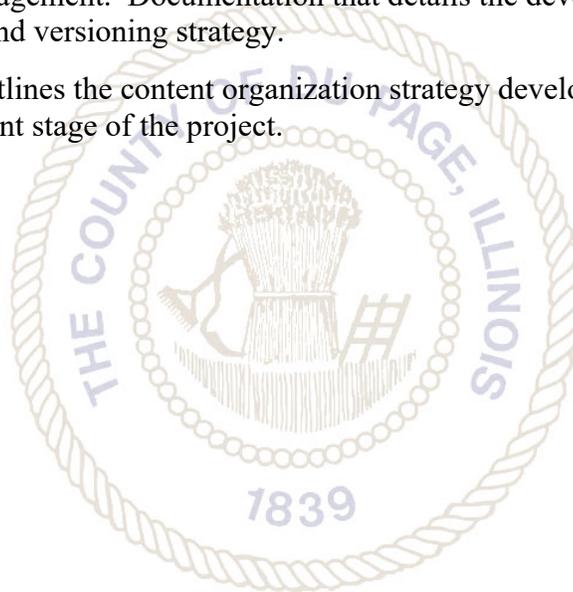


EXHIBIT D

DIRECT COSTS CHECK SHEET

There are no direct costs associated with this contract.

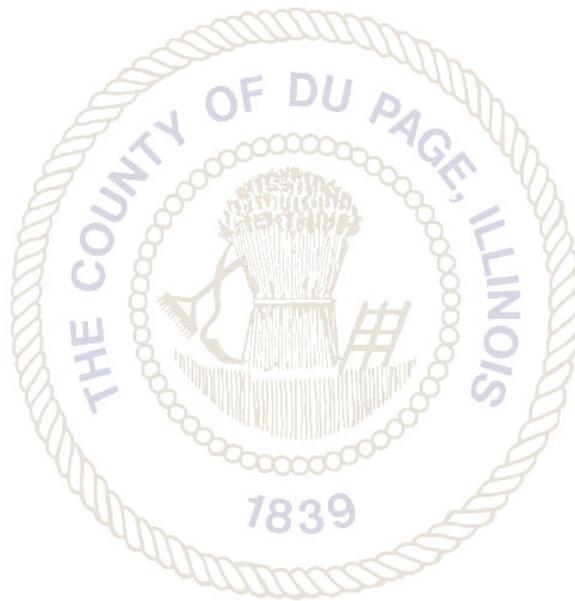


EXHIBIT E

DU PAGE COUNTY STORMWATER MANAGEMENT

CONSULTANT STAFF CHANGE NOTIFICATION

The Consulting Firm of _____ hereby

notifies the COUNTY through the that they need to reassign staff for the

_____ project, Section No.

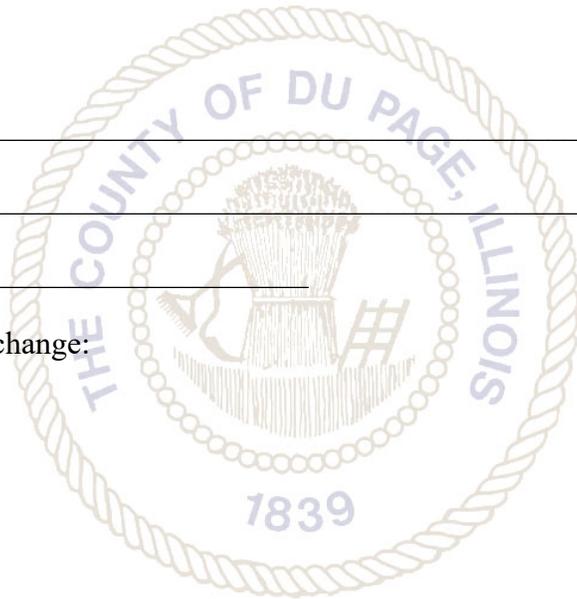
_____.

Position: _____

Person: _____

Effective date: _____

Reason for requesting change: _____



Proposed Replacement: _____ (attach
resume)

Transition Plan (provide an outline of the steps that the CONSULTANT will take to assure adequate exchange of information and responsibility, including Director oversight and requested involvement by COUNTY staff.

EXHIBIT C

Consultant Employee Rate Listing

CONSULTANT: MICHAEL BAKER INTERNATIONAL

PROJECT:

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	\$90.00	\$145.00	
Project Manager	\$85.00	\$95.00	
Technical Specialist/Lead	\$60.00	\$80.00	
Cloud Solutions Architect	\$75.00	\$85.00	
Software Systems Developer	\$45.00	\$75.00	
GIT Specialist	\$45.00	\$65.00	

*Maximum Rate may not exceed guidance for Salary Cap from IDOT BLR

Signature of Authorized Agent
for CONSULTANT:

Signature
SCOTT RODSETH
Print Name

Date: 02/17/2026

Approved By COUNTY: Sarah Hunn, Director

Date: _____



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	RPS 048 SW
COMPANY NAME:	Michael Baker International, Inc.
CONTACT PERSON:	Scott Rodseth
CONTACT EMAIL:	scott.rodseth@mbakerintl.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- Yes
 No

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

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

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

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

Yes

No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

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

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

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

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

Section IV: Certification

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

Printed Name: Scott Rosdeth

Signature: _____

Title: Vice President / Office Executive

Date: February 12, 2026



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0003-26

Agenda Date: 3/3/2026

Agenda #: 8.E.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND BLACK AND VEATCH CORPORATION
FOR PROFESSIONAL ENGINEERING SERVICES
FOR CONSTRUCTION OVERSIGHT FOR
THE ELMHURST QUARRY HIGHWALL STABILIZATION PROJECT

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

WHEREAS, pursuant to said authority, the COUNTY owns and is responsible for operation and maintenance of multiple flood control facilities countywide; and

WHEREAS, the COUNTY designed and constructed the Elmhurst Quarry Flood Control Facility in accord with the above-cited grant of authority that now requires professional services to ensure the continued safe operation of that facility; and

WHEREAS, the COUNTY has determined that areas of the rock highwall in the Elmhurst Quarry Flood Control Facility are in need of stabilization to provide for the safety of employees and others that perform routine inspection, operations, and maintenance at the facility; and

WHEREAS, the COUNTY has publicly bid a construction project for work associated with stabilization of the highwalls that is anticipated to be awarded in March 2026; and

WHEREAS, the COUNTY requires professional services for the purpose of providing construction oversight of this specialty stabilization work required to keep the Elmhurst Quarry Flood Control Facility functioning properly and to provide for a safe working environment; and

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

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional services required by the County and is willing to perform the required services for an amount not to exceed three hundred fifty thousand dollars and no cents (\$350,000.00); and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Black and Veatch Corporation, is hereby accepted and approved in an amount not to exceed three hundred and fifty thousand dollars and zero cents (\$350,000.00) and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Black and Veatch Corporation, ATTN: Faruk Oksuz, Vice President, 180 N. Wacker Drive, Suite 550, Chicago, IL 60606; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 10th of March, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$350,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 03/03/2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$350,000.00
	CURRENT TERM TOTAL COST: \$350,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Black and Veatch Corporation	VENDOR #: 20660	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Faruk Oksuz	VENDOR CONTACT PHONE: 312-683-7850	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: OksuzF@bv.com	VENDOR WEBSITE: https://www.bv.com/	DEPT REQ #: 1600-2607	
<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.). \$350,000 - Contract for construction engineering services for on site inspection and oversight assistance for the Elmhurst Quarry Highwall Stabilization Project.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Under the Stormwater Management Department, DuPage County is responsible for operation and maintenance of the Elmhurst Quarry Flood Control Facility. Assistance is needed to assist the department with construction oversight of this project that will use a specialty contractor and equipment for this work. This contract will assist staff with review of contractor submittals and on site inspection during construction.			

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

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source. This contract was vetted based on the County's Qualified Based Selection (QBS) process, which allows for Professional Services to be vetted through an open and transparent process. Requests for Statements of Qualifications were sent to firms throughout the industry. Stormwater staff utilized an evaluation team to review and rank a total of 2 firms, taking into consideration the qualifications of the firm, experience of key personnel, and understanding of unique scope of services. Stormwater staff has determined that Black and Veatch Corporation is capable of performing the necessary services for the Department.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Award a contract to Black and Veatch, a firm with expertise in the field, to assist with the needs of the department. 2) Hire in-house Structural, Geotechnical, and Geological Engineers to assist current staff with the specialty work associated with this contract. 3) Take no action. This is not recommended, as it is important to have qualified personnel involved with the county's construction projects.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Black and Veatch Corporation	Vendor#: 20660	Dept: Stormwater Management	Division:
Attn: Frauk Oksuz	Email: OksuzF@bv.com	Attn: Jamie Lock	Email: jamie.lock@dupagecounty.gov
Address: 180 N. Wacker Dr., Suite 300	City: Chicago	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60606	State: IL	Zip: 60187
Phone: 312-683-7850	Fax:	Phone: 630-407-6705	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Mar 10, 2026	Contract End Date (PO25): Nov 30, 2027

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Professional Engineering Construction Services for the Elmhurst Quarry	FY26	6000	3150	54040		340,000.00	340,000.00
2	1	EA		Professional Engineering Construction Services for the Elmhurst Quarry	FY27	6000	3150	54040		10,000.00	10,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 350,000.00

<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.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND BLACK AND VEATCH CORPORATION
FOR PROFESSIONAL ENGINEERING SERVICES
FOR CONSTRUCTION OVERSIGHT FOR
THE ELMHURST QUARRY HIGHWALL STABILIZATION PROJECT

This Professional Service Agreement (“AGREEMENT”), is made this 10th day of March, 2026 between COUNTY OF DUPAGE, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Black & Veatch Corporation, a Delaware corporation licensed to do business in the State of Illinois, with offices at 180 N. Wacker Dr., Suite 300, Chicago, IL 60606; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

R E C I T A L S

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

WHEREAS, pursuant to said authority, the COUNTY owns and is responsible for operation and maintenance of multiple flood control facilities countywide; and

WHEREAS, the COUNTY designed and constructed the Elmhurst Quarry Flood Control Facility in accord with the above-cited grant of authority that now requires professional services to ensure the continued safe operation of that facility; and

WHEREAS, the COUNTY has determined that areas of the rock highwall in the Elmhurst Quarry Flood Control Facility are in need of stabilization to provide for the safety of employees and others that perform routine inspection, operations, and maintenance at the facility; and

WHEREAS, the COUNTY has publicly bid a construction project for work associated with stabilization of the highwalls that is anticipated to be awarded in March 2026; and

WHEREAS, the COUNTY requires professional services for the purpose of providing construction oversight of this specialty stabilization work required to keep the Elmhurst Quarry Flood Control Facility functioning properly and to provide for a safe working environment; and

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

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional services required by the County and is willing to perform the required services for an amount not to exceed three hundred fifty thousand dollars and no cents (\$350,000.00); and

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

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

1.0 INCORPORATION AND CONSTRUCTION.

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

2.0 SCOPE OF SERVICES.

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. Services are to be provided by the CONSULTANT upon request by the COUNTY as approved Work Order(s) with a not to exceed amount for each Work Order. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other groups and the CONSULTANT concerning the PROJECT or Work Order(s).
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT or approved Work Order(s). Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below. For Work Orders, changes shall be documented by an amendment to the originally approved Work Order, or by issuance of a new Work Order to cover the changes in scope

provided that the increase does not increase the total compensation set forth in this AGREEMENT.

- 2.4 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its vendors/sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT's employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.
- 2.5 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.
- 2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED.

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

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new employee rates (Exhibit C) and/or fee schedules as referenced in Paragraph 7.3.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT, and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant(s) in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraphs 26.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT or Work Orders.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements or professional services on the PROJECT or Work Order after the COUNTY issues its written Notice to Proceed for any approved Work Order(s). The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in the Scope of Work, The CONSULTANT shall submit a schedule for completion of each Work Order within ten (10) days of the written approval of said Work Order(s) by the COUNTY. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2027 unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES.

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

7.0 COMPENSATION.

- 7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed three hundred fifty thousand dollars and no cents (\$350,000.00). This amount is a "not to exceed" amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For work performed, the COUNTY will pay based on the fee schedule(s) as incorporated herein. The labor rates include the CONSULTANT's cost of overhead, profit and incidental costs. A schedule of the hourly rates for CONSULTANT's staff, and approved sub-consultant's technical or professional staff, identified by position or assignment, is attached and incorporated hereto as Exhibit "C." The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) to not exceed the total compensation as stated herein. The COUNTY retains the authority to limit the maximum rate per classification for any additions to classifications listed on Exhibit C, including Exhibit C for approved sub-consultant(s), when invoices are submitted for the approved work.
- 7.3.a If overtime/weekend/holiday (o/w/h) rates are expressly allowed under the AGREEMENT, but such rates are not otherwise specified, the o/w/h rate for each category shall be no more than one hundred fifty percent (150%) of the stated normal rate for that category.
The o/w/h rate, when allowed, shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on the PROJECT or Work Order(s).
- 7.3.b If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the

following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above

- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit A. For direct expenses, including supplies, materials, photocopying, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.
- 7.4.a For all direct expenses costing more than \$25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant's vendors indicating the price(s) paid by Consultant for such expensed materials and/or items.
- 7.4.b CONSULTANT shall not include computer and vehicle charges (including mileage) as direct expenses, unless specifically pre-approved in writing by the COUNTY on a case-by-case basis.
- 7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.

- 7.6 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Separate invoices shall be submitted for each approved Work Order and each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.
- 7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act.
- 7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.
- 7.9 Upon acceptance of all deliverables specified in Exhibit B of this AGREEMENT [or] by approved Work Order(s), final payment shall be made to the CONSULTANT, including any retainage.

8.0 CONSULTANT'S INSURANCE

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

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

8.1.b **Employer's Liability Insurance** in an amount of 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 three million dollars (\$3,000,000.00) aggregate; including limits of two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

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

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

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the

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

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

9.0 INDEMNIFICATION

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

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY, in accordance with the quality and standards commonly provided by similar recognized professional engineering firms in performing services of a similar nature, in existence at the time of the services and practicing in the COUNTY and the State of Illinois.

- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT shall, without undue delay after receiving written notice from COUNTY, cure same under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS

- 12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.

- 12.2 The documents and materials made or prepared under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
- 12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.
- 12.5 Notwithstanding anything to the contrary, CONSULTANT shall retain its rights in its standard: drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to prior existing intellectual property developed, utilized, or modified in the performance of the services shall remain the property of the CONSULTANT.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

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

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

14.0 MODIFICATION OR AMENDMENT

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

15.0 TERM OF THIS AGREEMENT

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
 - (b) The expiration of this AGREEMENT on November 30, 2027, or to a new date agreed upon by the parties, or
 - (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2027.
- 15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.
- 15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 above.

16.0 TERMINATION

- 16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.
- 16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to

the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.

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

17.0 ENTIRE AGREEMENT

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

21.0 NOTICES.

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

Black & Veatch Corporation
180 N. Wacker Drive, Suite 300
Chicago, IL 60606
ATTN: Faruk Oksuz, Vice President
Phone: 312-683-7850
Email: OksuzF@bv.com

DuPage County Department of Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Sarah Hunn, Director of Stormwater Management
Phone: 630-407-6676
Email: Sarah.Hunn@dupagecounty.gov

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

23.0 FORCE MAJEURE.

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters. Should such circumstances occur, CONSULTANT, within a reasonable time of being prevented from performing, give written notice to COUNTY and shall be entitled to an equitable adjustment in schedule.

24.0 ACCESS TO PROPERTY

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon the CONSULTANT'S request, proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.

24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply with the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

25.0 QUALIFICATIONS

- 25.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

- 25.2 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.

- 25.3 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT’S personnel. The COUNTY shall have the same rights under Paragraph 25.2 above, with respect to the CONSULTANT’S sub-consultant(s) being properly staffed while engaged in the PROJECT

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

COUNTY OF DUPAGE

BLACK & VEATCH CORPORATION

BY: _____
DEBORAH A. CONROY
CHAIR DUPAGE COUNTY BOARD

BY: _____
FARUK OKSUZ
VICE PRESIDENT

ATTEST:

ATTEST:

BY: _____
JEAN KACZMAREK, COUNTY CLERK

BY: _____
MIGUEL SANCHEZ, PROJECT MANAGER

EXHIBIT A

SCOPE OF SERVICES

The Elmhurst Quarry Food Control facility was constructed by the Stormwater Management Department to minimize flood damages to downstream areas. Maintenance work is now necessary in several areas of the quarry to re-establish safe access to the quarry, to protect the equipment located within the quarry, and to maintain the integrity of the lands adjacent to the quarry property.

Tasks associated with this AGREEMENT include, but are not limited to, the following:

- 1. Project Management and Coordination** - Provide project management, coordination, planning, control, and administration activities, including a project kickoff meeting; progress reports and cost estimates; meetings with Stormwater Management staff to report on progress and status and to discuss solutions to possible project issues, including preparation of meeting minutes for Stormwater Management review and approval.
- 2. Construction Support** - Provide assistance during construction of the Elmhurst Quarry Highwall Stabilization Project. The CONSULTANT may be required to be present at a pre-construction meeting (at a time and location to be arranged by the COUNTY) to answer technical questions regarding the project. Provide engineering services for any changes or clarifications required in the field as a result of any unforeseen conditions outside of the scope of this contract. Additional engineering services required due to professional errors or omissions shall be provided by the CONSULTANT at no cost to the COUNTY.
- 3. Construction Observation Services** – Provide assistance to the department, as requested, as outlined below.
 - Observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. The Consultant will keep the County informed of the progress of the work, guard the County against defects and deficiencies in the work, advise the County of all observed deficiencies of the work, and will advise when the County should disapprove or reject all work failing to conform to the Contract Documents.
 - Serve as the County's liaison with the Contractor working principally through the Contractor's field superintendent.
 - Assist Contractor in dealing with any outside agencies, if applicable.
 - Review the Contractor's schedule prior to the start of construction and review their progress on a weekly basis. Compare actual progress to Contractor's approved schedule. If the project falls behind schedule, review Contractor's course of action to get back on schedule.
 - Attend construction progress meetings.
 - Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents including all addenda, change order and additional drawings issued after the award of the contract.
 - Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in the diary.

- Keep an inspector's report book, which shall contain field reports for each day Consultant is on the job site, including quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.
- Except upon written instructions of the County, the Resident Project Representative or Inspector shall not authorize any deviation from the Contract Documents.
- Review and evaluate change orders and work directives.
- Measure and document completed work and review Contractor's pay estimates.
- Develop a punch list and participate in final inspection.
- Witness construction testing.
- Verify Contractor is recording as-built conditions on the contract plans.
- Check the Contractor's layout at regular intervals, where applicable.

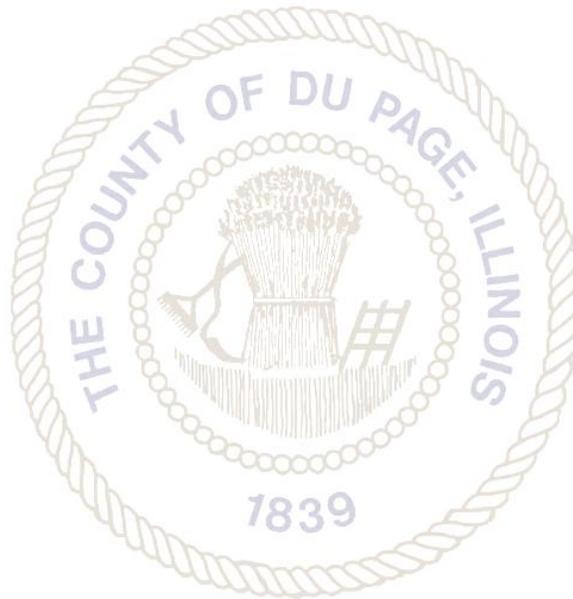


EXHIBIT B

DELIVERABLES

The following deliverables are indicative of the deliverables that may be requested by the COUNTY under the terms of this AGREEMENT. These may include:

1. Weekly email updates on construction progress
2. Project support documentation
3. Meeting minutes
4. Correspondence (third party)
5. Documentation information including but not limited to:
 - Location map plotted on County topographic maps
 - Photographs of existing conditions, construction operations, and final improvements
 - Inspection report for each day Consultant is on the jobsite
6. Originals of all pictures, field notes, drawings, and materials tickets collected
7. Additional deliverables related to the project as requested by the County.

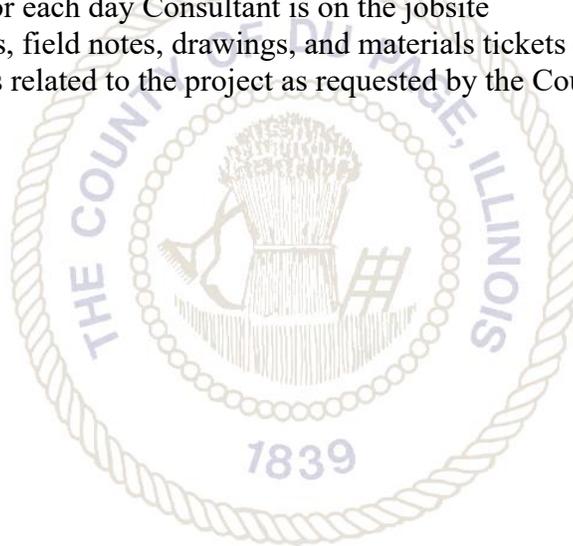


EXHIBIT C

SCHEDULE OF FEES AND HOURLY RATES FOR CONSULTANT’S STAFF

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

Black and Veatch

Position Classification	Contract Billing Rates	
	Minimum	Maximum
Project Director	\$ 292.00	\$ 360.00
QA/QC Leader	\$ 292.00	\$ 360.00
Project Manager	\$ 214.00	\$ 298.00
Senior Geologist	\$ 292.00	\$ 360.00
Senior Geological Engineer	\$ 214.00	\$ 278.00
Geological Engineer	\$ 156.00	\$ 181.00
Geotechnical Engineer	\$ 156.00	\$ 215.00
Sr. Engineering Technician/CADD	\$ 146.00	\$ 198.00
Staff Engineer	\$ 130.00	\$ 175.00
Civil Engineer	\$ 156.00	\$ 200.00
Project Controls Specialist	\$ 120.00	\$ 165.00
Project Accountant	\$ 89.00	\$ 110.00
Senior Estimator	\$ 203.00	\$ 268.00
Administrative Support	\$ 94.00	\$ 132.00
Safety Officer	\$ 167.00	\$ 225.00

1. The County will pay on a basis of labor billing rates established in this fee schedule. The labor billing rates include the Consultant’s cost of overhead, profit, and incidental costs. Additional labor categories and rates are subject to County’s approval.
2. Expenses for out-of-town travel and lodging will be billed at actual cost. These expenses include costs such as airfare, lodging, parking, and special rental equipment. All expenses under this category must be preapproved by the Director prior to execution.
3. Subconsultant services will be billed at the rates in a separate fee schedule.
4. The rates provided in this fee schedule are valid through December 31, 2026.



2026 Personnel Chargeout Rates

Principal	\$249-312
Senior Project Manager	\$209-305
Project Manager	\$175-292

Engineering

Lead Engineer	\$249-280
Senior Electrical Engineer	\$249-280
Senior Project Engineer	\$163-215
Project Engineer	\$130-204
Project Designer	\$119-193
Designer	\$108-139
Engineer	\$108-203
Senior Structural Engineer	\$203-256
Senior Resident Engineer	\$169-211
Resident Engineer	\$130-183
Water/Wastewater Op Specialist	\$141-184
Senior Engineering Technician	\$108-192
Engineering Technician	\$85-149
GIS Specialist	\$108-118

Surveying

Land Surveyor	\$164-217
Surveyor	\$119-172
Survey Technician	\$84-137

Environmental Health and Safety

Senior Project EHS Scientist	\$153-196
EHS Project Scientist	\$136-179
EHS Scientist	\$108-150
EHS Specialist	\$97-129
EHS Technician	\$97-139
Senior Project Hydrogeologist	\$153-196
Project Hydrogeologist	\$130-172
Hydrogeologist	\$108-150

Sr. Grant Writer/Community Development Specialist	\$125-146
Grant Writer/Community Development Specialist	\$108-129
Project Coordinator	\$106-138
Project Administrator	\$106-138
Project Assistant	\$99

Charges for expert testimony will be at a rate 1.5 times the standard hourly rate. Minimum 4 hours. Overtime hours charged at standard rates when Fehr Graham controls scheduling. Reimbursable Direct Expenses will be charged at invoice cost + 15%.



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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	26-018-SWM
COMPANY NAME:	FEHR GRAHAM ENGINEERING & ENVIRONMENTAL
CONTACT PERSON:	DANIEL CACERES
CONTACT EMAIL:	dcacerese@fehrgraham.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

Yes

No

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

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

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

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

Yes

No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

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

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

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

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

Section IV: Certification

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

Printed Name: DANIEL CA' CERES Signature: _____

Title: LEAD STRUCTURAL ENGINEER Date: 2/18/2026



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

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

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- Yes
- No

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

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

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

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

Yes

No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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Section IV: Certification

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

Printed Name: Faruk Oksuz Signature: _____

Title: Vice President Date: February 18, 2026



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0004-26

Agenda Date: 3/3/2026

Agenda #: 8.F.

AWARDING RESOLUTION
ISSUED TO ACCESS LIMITED CONSTRUCTION
FOR THE ELMHURST QUARRY HIGHWALL STABILIZATION PROJECT
(CONTRACT AMOUNT \$5,775,654.88)

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

WHEREAS, the lowest most responsible bidder has been designated and the Stormwater Management Committee recommends County Board approval for the issuance of a contract for the Elmhurst Quarry Highwall Stabilization Project.

NOW, THEREFORE, BE IT RESOLVED that County Contract, covering said, for the Elmhurst Quarry Elmhurst Quarry Highwall Stabilization Project, for the Stormwater Management Department, for the period March 10, 2026 through November 30, 2027, be and it is hereby approved for issuance of a Contract by the Procurement Division, to Access Limited Construction, 1102 Pike Lane, Oceana, California, 93445, for the total contract amount not to exceed \$5,775,654.88, per lowest responsible Bid # 26-018-SWM.

Enacted and approved this 10th of March, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: 26-018-SWM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$5,775,654.88
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 03/03/2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$5,775,654.88
	CURRENT TERM TOTAL COST: \$5,775,654.88	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Access Limited Construction	VENDOR #:	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Tracey Francis	VENDOR CONTACT PHONE: 805-592-2230	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: tracey.francis@accesslimited.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2609	
<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.). \$5,775,654.88 - The Elmhurst Quarry Flood Control Facility is the County's first and largest flood control facility. The original project was constructed more than thirty years ago and is in need of repairs to the existing rock walls. This specialty work will include rock bolts, rock anchors, and wire mesh to restabilize the existing highwalls. A low bid contractor has been selected to perform this work.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Bid #26-018-SWM			

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

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Access Limited Construction	Vendor#:	Dept: Stormwater Management	Division:
Attn: Tracey Francis	Email: tracey.francis@accesslimited.com	Attn: Jamie Lock	Email: jamie.lock@dupagecounty.gov
Address: 1102 Pike Lane	City: Oceano	Address: 421 N. County Farm Road	City: Wheaton
State: CA	Zip: 93445	State: IL	Zip: 60187
Phone: 805-592-2230	Fax:	Phone: 630-407-6705	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Mar 10, 2026	Contract End Date (PO25): Nov 30, 2027

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		Construction of Elmhurst Quarry Highwall Stabilization Project, per lowest responsible bidder (Bid 26-018-SWM)	FY26	6000	3150	54070		5,525,654.88	5,525,654.88
2	1	EA		Construction of Elmhurst Quarry Highwall Stabilization Project	FY27	6000	3150	54070		250,000.00	250,000.00
										Requisition Total	\$ 5,775,654.88

FY is required, ensure the correct FY is selected.

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



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 ELMHURST HIGHWALL STABILIZATION PROJECT 26-018-SWM
 BID TABULATION



NO.	ITEM	UOM	QTY	ACCESS LIMITED CONSTRUCTION	
				PRICE	EXTENDED PRICE
A	Mobilization/Demobilization	LS	1	\$ 101,881.23	\$ 101,881.23
B	Temporary Barriers and Fencing	LS	1	\$ 61,602.73	\$ 61,602.73
C	Site Preparation and Clearing	LS	1	\$ 142,170.61	\$ 142,170.61
D	Scale Keyway Crown	LS	1	\$ 102,422.38	\$ 102,422.38
E	Install 20' Rock Bolts in Keyway Crown	LF	3,000	\$ 243.01	\$ 729,030.00
F	Re-Drill Weep Holes in Keyway Crown	LF	600	\$ 130.04	\$ 78,024.00
G	Install High Tensile Strength Mesh in Keyway Crown	SF	9,600	\$ 13.88	\$ 133,248.00
H	Scale Keyway Interior North and South Walls	LS	1	\$ 88,471.06	\$ 88,471.06
I	Install 20' Spot Rock Bolts in Keyway Interior Walls, East Lobe Highwalls, and West Lobe Highwalls	LF	300	\$ 276.63	\$ 82,989.00
J	Install 20' Rock Bolts in Keway Interior North and South Walls	LF	2,280	\$ 266.35	\$ 607,278.00
K	Install Pinned High Tensile Strength Mesh in Keway Interior North and South Walls	SF	11,400	\$ 9.35	\$ 106,590.00
L	Scale West Lobe STA 110+55 to STA 112+10 Highwalls	LS	1	\$ 66,290.94	\$ 66,290.94
M	Install 20' Rock Bolts in West Lobe	LF	5,112	\$ 270.81	\$ 1,384,380.72
N	Install Pinned High Tensile Strength Mesh in West Lobe	SF	12,780	\$ 12.51	\$ 159,877.80
O	Scale West Lobe STA 113+35 to STA 114+40 Highwalls and Remove Vegetation	LS	1	\$ 39,774.57	\$ 39,774.57
P	Install Draped Rockfall Netting in West Lobe STA 113+35 to STA 114+40 Highwalls	SF	10,370	\$ 10.17	\$ 105,462.90
Q	Scale West Lobe STA 115+20 to STA 115+70 Highwalls and Remove Vegetation	LS	1	\$ 19,887.28	\$ 19,887.28
R	Install 20' Rock Bolts in West Lobe STA 115+20 to STA 115+70 Highwalls	LF	1,720	\$ 297.90	\$ 512,388.00
S	Install Pinned High-Tensile Strength Mesh in West Lobe STA 115+20 to STA 115+70 Highwalls	SF	4,300	\$ 13.55	\$ 58,265.00



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 ELMHURST HIGHWALL STABILIZATION PROJECT 26-018-SWM
 BID TABULATION



NO.	ITEM	UOM	QTY	ACCESS LIMITED CONSTRUCTION	
				PRICE	EXTENDED PRICE
T	Inspect and Repair Existing Draped Rockfall Netting in East Lobe STA 224+50 to 225+20 Highwalls	LS	1	\$ 12,736.77	\$ 12,736.77
U	Scale East Lobe STA 226+10 to 226+60 Highwalls and Remove Vegetation	LS	1	\$ 8,807.80	\$ 8,807.80
V	Install Draped Rockfall Netting in East Lobe STA 226+10 to 226+60 Highwalls	SF	6,100	\$ 6.11	\$ 37,271.00
W	Scale East Lobe STA 226+60 to STA 226+90 Highwalls	LS	1	\$ 4,533.56	\$ 4,533.56
X	Install 20' Rock Bolts in East Lobe STA 226+60 to STA 226+90 Highwalls	LF	1,560	\$ 276.63	\$ 431,542.80
Y	Install Pinned High Tensile Strength Mesh in East Lobe STA 226+60 to STA 226+90 Highwalls	SF	3,900	\$ 7.15	\$ 27,885.00
Z	Scale East Lobe STA 227+15 to STA 227+65 Highwalls	LS	1	\$ 12,420.94	\$ 12,420.94
AA	Install 20' Rock Bolts in East Lobe STA 227+15 to STA 227+65 Highwalls	LF	1,420	\$ 239.43	\$ 339,990.60
BB	Install Pinned High Tensile Strength Mesh in East Lobe STA 227+15 to STA 227+65 Highwalls	SF	3,550	\$ 16.23	\$ 57,616.50
CC	Warranty Inspection	LS	1	\$ 12,815.69	\$ 12,815.69
TOTAL BASE BID					\$ 5,525,654.88
CONTINGENCY					\$ 250,000.00
GRAND TOTAL					\$ 5,775,654.88

NOTES
 1. Rock Supremacy, LLC has been deemed non-responsive due to not providing required documents.

Bid Opening 02/17/2026 @ 2:30 PM	DW, HK
Invitations Sent	34
Total Vendors Requesting Documents	6
Total Bid Responses	2



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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	Contract 26-018-SWM
COMPANY NAME:	Access Limited Construction
CONTACT PERSON:	Robert Huber
CONTACT EMAIL:	robert.huber@gsi.us

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

Yes

No

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

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

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

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

Yes

No

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

NAME	PHONE	EMAIL
N/A		

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

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

[Ethics | DuPage Co. IL](#)

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

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

Section IV: Certification

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

Printed Name: Kevin Wiseman

Signature: _____

Title: Director

Date: February 16th 2024

BID PRICING FORM

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	Contract 26-018-SWM
COMPANY NAME:	Access Limited Construction
CONTACT PERSON:	Robert Huber
CONTACT EMAIL:	robert.huber@gsi.us

Section II: Pricing

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

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
A	Mobilization/Demobilization	LS	1	\$ 101,881.23	\$ 101,881.23
B	Temporary Barriers and Fencing	LS	1	61,602.73	61,602.73
C	Site Preparation and Clearing	LS	1	142,170.61	142,170.61
D	Scale Keyway Crown, Remove Loose Material, and Remove and Dispose of Existing High Tensile Strength Mesh	LS	1	102,422.38	102,422.38
E	Install 20' Rock Bolts in Keyway Crown	LF	3000	243.01	729,030.00
F	Re-Drill Existing Weep Holes and Drill New Weep Holes in Keyway Crown	LF	600	130.04	78,024.00
G	Install High Tensile Strength Mesh in Keyway Crown	SF	9600	13.88	133,248.00
H	Scale Keyway Interior North and South Walls, Remove Loose Material, Remove Vegetation and Remove and Dispose of Existing Netting	LS	1	88,471.06	88,471.06
I	Install 20' Spot Rock Bolts in Keyway Interior Walls, East Lobe Highwalls, and West Lobe Highwalls	LF	300	276.63	82,983.00
J	Install 20' Rock Bolts in Keway Interior North and South Walls	LF	2280	266.35	607,278.00
K	Install Pinned High Tensile Strength Mesh in Keway Interior North and South Walls	SF	11400	9.35	106,590.00
L	Scale West Lobe STA 110+55 to STA 112+10 Highwalls, Remove Loose Material, Remove Vegetation and Remove and Dispose of Existing Netting	LS	1	66,290.94	66,290.94

*kw
2-6-24*

M	Install 20' Rock Bolts in West Lobe STA 110+55 to STA 112+10 Highwalls	LF	5112	270.81	1,384,380.72
N	Install Pinned High Tensile Strength Mesh in West Lobe STA 110+55 to STA 112+10 Highwalls	SF	12780	12.51	159,877.80
O	Scale West Lobe STA 113+35 to STA 114+40 Highwalls and Remove Vegetation	LS	1	39,774.57	39,774.57
P	Install Draped Rockfall Netting in West Lobe STA 113+35 to STA 114+40 Highwalls	SF	10370	10.17	105,462.90
Q	Scale West Lobe STA 115+20 to STA 115+70 Highwalls and Remove Vegetation	LS	1	19,887.28	19,887.28
R	Install 20' Rock Bolts in West Lobe STA 115+20 to STA 115+70 Highwalls	LF	1720	297.90	512,388.00
S	Install Pinned High-Tensile Strength Mesh in West Lobe STA 115+20 to STA 115+70 Highwalls	SF	4300	13.55	58,265.00
T	Inspect and Repair Existing Draped Rockfall Netting in East Lobe STA 224+50 to 225+20 Highwalls	LS	1	12,736.77	12,736.77
U	Scale East Lobe STA 226+10 to 226+60 Highwalls and Remove Vegetation	LS	1	8,807.80	8,807.80
V	Install Draped Rockfall Netting in East Lobe STA 226+10 to 226+60 Highwalls	SF	6100	6.11	37,271.00
W	Scale East Lobe STA 226+60 to STA 226+90 Highwalls, Remove Loose Material, Remove Vegetation and Remove and Dispose of Existing Netting	LS	1	4,533.56	4,533.56
X	Install 20' Rock Bolts in East Lobe STA 226+60 to STA 226+90 Highwalls	LF	1560	276.63	431,542.80
Y	Install Pinned High Tensile Strength Mesh in East Lobe STA 226+60 to STA 226+90 Highwalls	SF	3900	7.15	27,885.00

*KW
2-1-09*

Z	Scale East Lobe STA 227+15 to STA 227+65 Highwalls, Remove Loose Material, Remove Vegetation and Remove Existing Netting	LS	1	12,420.94	12,420.94
AA	Install 20' Rock Bolts in East Lobe STA 227+15 to STA 227+65 Highwalls	LF	1420	239.43	339,990.60
BB	Install Pinned High Tensile Strength Mesh in East Lobe STA 227+15 to STA 227+65 Highwalls	SF	3550	16.23	57,616.50
CC	Warranty Inspection	LS	1	12,815.69	12,815.69
TOTAL BASE BID					5,525,654.88
CONTINGENCY					\$ 250,000.00
GRAND TOTAL					\$ 5,775,654.88
GRAND TOTAL					
(In words) five million, seven-hundred seventy five thousand, six hundred fifty four dollars and eighty eight cents					

Section III: Certification

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

Printed Name: Kevin Wiersman Signature: 

Title: Director Date: February 6th 2024



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

MANDATORY FORM

Section I: Contact Information

Complete the contact information below.

BID NUMBER:	Contract 26-018-SWM
COMPANY NAME:	Access Limited Construction
MAIN ADDRESS:	1102 Pike Lane
CITY, STATE, ZIP CODE:	Oceano, California, 93445
TELEPHONE NO.:	(805) 592-2230
BID CONTACT PERSON:	Robert Huber
CONTACT EMAIL:	robert.huber@gsi.us

Section II: Contract Administration Information

Complete the contract administration information below.

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME:	Access Limited Construction	NAME:	Access Limited Construction
CONTACT:	Tracey Francis	CONTACT:	Tracey Francis
ADDRESS:	1102 Pike Lane	ADDRESS:	1102 Pike Lane
CITY, ST., ZIP:	Oceano CA 93445	CITY, ST., ZIP:	Oceano CA 93445
PHONE NO.:	(805) 592-2230	PHONE NO.:	(805) 592-2230
EMAIL:	tracey.francis@accesslimited.com	EMAIL:	tracey.francis@accesslimited.com



Public Works Resolution

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

File #: PW-R-0004-26

Agenda Date: 3/3/2026

Agenda #: 9.A.

RESOLUTION TO APPROVE A SECOND AMENDMENT TO THE 2015 AGREEMENT, BETWEEN THE COUNTY OF DU PAGE AND THE DUPAGE RIVER/SALT CREEK WORKGROUP CONCERNING THE COUNTY'S PARTICIPATION IN DRSCW'S LOCAL FUNDING PROGRAM FOR ALTERNATE STREAM RESTORATION PROJECTS

(TO EXTEND THE TERM OF THE AGREEMENT TO DECEMBER 31, 2030, AND TO INCREASE THE TOTAL CONTRACT PRICE BY \$559,697.000; AN INCREASE OF 51%)

WHEREAS, the DuPage County Board heretofore adopted Resolution PW-R-0271-22, dated July 12, 2022, which approved an Amendment to the 2015 "Financial Commitment in Support for the DuPage River Salt Creek Workgroup Membership Fees" (C.B. Resolution PW-P-0445-15) (hereinafter the "AGREEMENT") by and between the County of DuPage (hereinafter the "COUNTY") and the DuPage River/Salt Creek Workgroup (hereinafter the "DRSCW") for the participation of the COUNTY in a DRSCW local funding program to complete alternate stream restoration projects; and

WHEREAS, the DRSCW Special Condition and the DuPage River Salt Creek Workgroup Implementation Plan, dated April 16, 2015 (hereinafter referred to as "DRSCW Implementation Plan"), further allowed the COUNTY to participate in the DRSCW local funding program to complete alternate stream restoration projects; and

WHEREAS, the current term of the Amended AGREEMENT is set to expire on or about December 31, 2027, and the current cost of said AGREEMENT was previously approved at \$1,096,786; and

WHEREAS, DRSCW has negotiated an extension of the DRSCW Special Condition for an additional 3 years, based on a revision to the DRSCW local funding program; and

WHEREAS, given the DRSCW's negotiated extension, and after the coordination with DRSCW, the COUNTY and DRSCW now seek to again amend the AGREEMENT to extend the term of the AGREEMENT to December 31, 2030, and for the COUNTY to pay to DRSCW the additional dues & assessments listed in Paragraph 3 of the attached SECOND AMENDMENT; and

WHEREAS, the Public Works Committee recommends that the DuPage County Board approve the attached SECOND AMENDMENT to extend the term of the AGREEMENT until December 31, 2030, and to increase the CONTRACT Price in the amount of \$559,697.00; \$165,614 to be paid by Stormwater Management, and \$394,083 to be paid by Public Works; and

WHEREAS, all other provisions of the AGREEMENT not expressly changed in the attached SECOND AMENDMENT shall remain the same in their entirety.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board hereby adopts and approves the attached SECOND AMENDMENT to the 2015 AGREEMENT (C.B. Resolution PW-P-0445-15) previously amended by Resolution PW-R-0271-22, dated July 12, 2022, issued to the DuPage River/Salt Creek Workgroup, to: (i) extend the term of the AGREEMENT until December 31, 2030; and (ii) to increase the CONTRACT price in the amount of \$559,697.00; \$165,614 to be paid by Stormwater Management, and \$394,083 to be paid by Public Works, resulting in an amended contract total amount of \$1,656,483, an increase of 51%; and

BE IT FURTHER RESOLVED that one (1) original copy of the SECOND AMENDMENT be transmitted to the DuPage River/Salt Creek Workgroup, by and through the Public Works Department.

Enacted and approved 10th day of March, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$559,697.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 03/03/2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$559,697.00
	CURRENT TERM TOTAL COST: \$559,697.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: DuPage River Salt Creek Workgroup	VENDOR #: 12512	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese
VENDOR CONTACT: Stephen McCracken	VENDOR CONTACT PHONE: 630.428.4500	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: sean.reese@dupagecounty.gov
VENDOR CONTACT EMAIL:	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
<p>DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). DuPage County Public Works and Stormwater desire to continue participating as an agency member of the DuPage River Salt Creek Workgroup. The total 2026-2030 membership dues for DuPage County are \$559,697 which will be cost shared between Stormwater Management and Public Works (\$165,164 to be paid by Stormwater Management and \$394,083 to be paid by Public Works). Public Works dues include a special condition fee for NPDES permits, per IEPA/EPA. Stormwater fees are to remain in compliance with the Regional NPDES Program as the DRSCW provides in stream water quality monitoring for the East and West Branch's of the DuPage River and Salt Creek which is beneficial for communities within that watershed as well as the County.</p> <p>JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The DuPage River Salt Creek Workgroup is a collective representative group of municipalities, sanitary districts, environmental groups, regulatory agencies and wastewater treatment plants that have worked on various water quality impact studies such as chlorine reduction, stream dissolved oxygen improvement feasibility studies and bio-assessment that are used by DuPage County to meet National Pollutant Discharge Elimination System requirements which are part of the County's Illinois EPA Permit No. ILR40 to discharge stormwater/wastewater.</p>			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. OTHER
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. The DuPage River Salt Creek Workgroup has been involved with numerous water quality studies and reports for dissolved oxygen, total maximum daily loads, bio-assessment plan, and chloride reduction for the East and West Branches of the DuPage River and Salt Creek local watersheds.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. As this is a large-scale joint public and private effort towards water quality efforts no other options exist.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. This is not applicable as the various governmental agencies throughout DuPage County jointly contribute to these efforts with no other viable options available.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: DuPage River Salt Creek Workgroup	Vendor#: 12512	Dept: Public Works	Division: Public Works
Attn: Stephen McCracken	Email:	Attn: Magda Leonida-Padilla	Email: pwaccountspayable@dupagecount y.gov
Address: 10S404 Knoch Knolls Road	City: Naperville	Address: 7900 S. Rt. 53	City: Woodridge
State: IL	Zip: 60565	State: IL	Zip: 60517
Phone:	Fax:	Phone: 630-985-7400	Fax:
<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:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): June 1, 2026	Contract End Date (PO25): May 31, 2030

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		DuPage River Salt Creek Workgroup membership dues	FY26	2000	2665	53600		94,197.00	94,197.00
2	1	EA		DuPage River Salt Creek Workgroup membership dues	FY26	1600	3000	53600		39,586.00	39,586.00
3	1	EA		DuPage River Salt Creek Workgroup membership dues	FY27	2000	2665	53600		97,022.00	97,022.00
4	1	EA		DuPage River Salt Creek Workgroup membership dues	FY27	1600	3000	53600		40,774.00	40,774.00
5	1	EA		DuPage River Salt Creek Workgroup membership dues	FY28	2000	2665	53600		99,933.00	99,933.00
6	1	EA		DuPage River Salt Creek Workgroup membership dues	FY28	1600	3000	53600		41,997.00	41,997.00
7	1	EA		DuPage River Salt Creek Workgroup membership dues	FY29	2000	2665	53600		102,931.00	102,931.00
8	1	EA		DuPage River Salt Creek Workgroup membership dues	FY29	1600	3000	53600		43,257.00	43,257.00
										Requisition Total	\$ 559,697.00

FY is required, ensure the correct FY is selected.

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



**DUPAGE
COUNTY**

Wastewater

Water

Drainage

Permitting

PUBLIC WORKS DEPARTMENT

630-407-6800
Fax: 630-407-6701
publicworks@ec.dupageco.org
www.dupageco.org/publicworks

MEMORANDUM

DATE: March 3, 2026

TO: Chair Michael Childress
Members of the Public Works Committee

Chair Jim Zay
Members of the Stormwater Management Committee

FROM: Nick Kottmeyer, P.E. Director of Public Works
Chief Administrative Officer

Sarah Hunn, P.E., Director of Stormwater Management

SUBJECT: 2026-2030 DuPage River Salt Creek Workgroup Membership Dues

Staff is requesting approval for payment of the DuPage River Salt Creek Workgroup for annual membership dues. The DuPage River Salt Creek Workgroup is a collective representative group of municipalities, sanitary districts, environmental groups, regulatory agencies, and wastewater treatment plants that have worked on various water quality impact studies such as chloride reduction, stream dissolved oxygen improvement feasibility studies and bio-assessment. Agency Membership Dues for June 2026 through May 2030 are in the amount of \$559,697; \$165,614 to be paid by Stormwater Management and \$394,083 to be paid by Public Works. Public Works dues include a special condition fee for NPDES permits, per IEPA/EPA.

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF
DUPAGE AND THE DUPAGE RIVER/SALT CREEK WORKGROUP CONCERNING
THE COUNTY’S PARTICIPATION IN DRSCW’S LOCAL FUNDING PROGRAM FOR
ALTERNATE STREAM RESTORATION PROJECTS**

THIS SECOND AMENDMENT is entered into by and between the COUNTY OF DUPAGE (hereinafter the “COUNTY”), an Illinois unit of local government and body politic, and the DUPAGE RIVER/SALT CREEK WORKGROUP (hereinafter the “DRSCW”), an Illinois not-for-profit corporation, as to the COUNTY’s 2015 “Financial Commitment in Support for the DuPage River Salt Creek Workgroup Membership Fees” (C.B. Resolution PW-P-0445-15) (hereinafter the “AGREEMENT”), which was subsequently amended by the DuPage County Board in Resolution PW-R-0271-22, and which concerns the participation of the COUNTY in a DRSCW local funding program to complete alternate stream restoration projects, as described herein.

RECITALS

WHEREAS, DRSCW was organized in 2005 to monitor, maintain and improve stream quality in the watersheds of Salt Creek and the East and West Branches of the DuPage River; and

WHEREAS, the COUNTY has supported and participated in DRSCW as an Agency member since 2005, and since the COUNTY’s 2015 approval of the parties’ AGREEMENT; and

WHEREAS, DRSCW negotiated a special condition for inclusion in the National Pollution Discharge Elimination System (NPDES) permits of Publicly Owned Treatment Works (POTWs) discharging into the above referenced watersheds, hereinafter referred to as “DRSCW Special Condition,” which was adopted by the COUNTY in 2015; and

WHEREAS, the DRSCW Special Condition and the DuPage River Salt Creek Workgroup (DRSCW) Implementation Plan, dated April 16, 2015 (hereinafter referred to as “DRSCW Implementation Plan”), allowed the COUNTY to participate in the DRSCW local funding program to complete alternate stream restoration projects; and

WHEREAS, DRSCW negotiated an extension of the DRSCW Special Condition for an additional 3 years, based on a revision to the DRSCW local funding program and hereinafter referred to as “DRSCW Special Condition Extension 1”; and

WHEREAS, the COUNTY accepted DRSCW’s Special Condition Extension 1 and participated in the revised DRSCW local funding program, as detailed in its FIRST AMENDMENT to the AGREEMENT (Resolution PW-R-0271-22); and

WHEREAS, DRSCW has negotiated an extension of the DRSCW Special Condition and DRSCW Special Condition Extension 1 based upon the DRSCW Nutrient Implementation Plan for East Branch DuPage River, West Branch DuPage River, Lower DuPage River, and Salt Creek (Illinois), dated December 31, 2023; and hereinafter referred to as “DRSCW Special

Condition NIP Extension”; and

WHEREAS, the COUNTY and DRSCW now both desire to again amend their 2015 AGREEMENT, to extend the term of the AGREEMENT and to formalize the obligations of the COUNTY and DRSCW under said revised program;

NOW, THEREFORE, in consideration of the above stated preambles and the mutual covenants and promises hereinafter contained, the COUNTY and DRSCW formally covenant, agree, and bind themselves as follows:

AGREEMENT TERM

1. The term of this Second Amendment shall commence upon its execution by the parties and thirty (30) days after the receipt by DRSCW of an NPDES permit for a DRSCW Agency member owning and/or operating a POTW that contains the DRSCW Special Condition NIP Extension.
2. The term of the Parties 2015 AGREEMENT is hereby extended to, and shall expire on, December 31, 2030. In the event that NPDES Permit Number IL0031844 may be modified or renewed during the extended term of the parties’ AGREEMENT and may provide that the COUNTY is no longer obligated in said modified or renewed permit to participate in the revised DRSCW local funding program, the parties’ AGREEMENT may be terminated by COUNTY upon not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate to DRSCW.

DUPAGE COUNTY RESPONSIBILITIES

3. Except as otherwise provided for herein, the COUNTY agrees to remain an Agency member of DRSCW until the expiration of the AGREEMENT and to pay dues and project assessments to DRSCW as detailed below.

DRSCWG Budgeted Dues & Assessments for DuPage County 2026 - 2030					
DuPage County	Stormwater	Public Works	Total	Public Works	Total Dues
Year	Dues	Dues	Dues	Special Assessments	Assessments
2026-2027	\$39,586	\$31,104	\$70,690	\$63,093	\$133,783
2027-2028	\$40,774	\$32,037	\$72,811	\$64,985	\$137,796
2028-2029	\$41,997	\$32,998	\$74,995	\$66,935	\$141,930
2029-2030	\$43,257	\$33,988	\$77,245	\$68,943	\$146,188

REMAINING PROVISIONS NOT AMENDED

4. Other than the amended term and the COUNTY’s dues & assessments obligations detailed above, all other provisions of the original AGREEMENT between by and between the COUNTY and DRSCW shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this SECOND AMENDMENT to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers, this 10th day of March, 2026.

COUNTY OF DUPAGE

By: _____
Chair

Attest: _____
Clerk

DUPAGE RIVER/SALT CREEK WORKGROUP

By: _____
President

Attest: _____
Secretary/Treasurer

Dated at Naperville, Illinois, this ____ day of _____, 2026