



# DU PAGE COUNTY

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

## Stormwater Management Committee Final Regular Meeting Agenda

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Tuesday, August 1, 2023

7:30 AM

County Board Room

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1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIRMAN'S REMARKS - CHAIR ZAY

5. APPROVAL OF MINUTES

5.A [23-2380](#)

Stormwater Management Committee meeting- Regular Meeting- Tuesday, July 11, 2023

6. CLAIMS REPORTS

6.A [23-2495](#)

Schedule of Claims - July 2023

7. STAFF REPORTS

7.A [23-2506](#)

2023 August Program and Event Update

8. ACTION ITEMS

8.A [SM-P-0062-23](#)

Recommendation for the approval of a contract to School and Community Assistance for Recycling and Composting (SCARCE), for Professional Youth-Based Water Quality Education Services, for Stormwater Management, for the period September 1, 2023 through August 31, 2024, for a contract total amount not to exceed \$77,000; Other Professional Services not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b). First renewal.

8.B [SM-P-0063-23](#)

Recommendation for the approval of a contract to The Conservation Foundation, for Professional Education Services, for the period August 8, 2023 through August 31, 2024, for Stormwater Management, for a contract total amount not to exceed \$77,000; Other Professional Services not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b).

9. PRESENTATION

9.A FY2024 Budget Presentation

**10. DISCUSSION**

10.A FY2024 Budget

**11. OLD BUSINESS**

**12. NEW BUSINESS**

**13. ADJOURNMENT**



# Minutes

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

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**File #: 23-2380**

**Agenda Date: 8/1/2023**

**Agenda #: 5.A**

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# DU PAGE COUNTY

421 N. COUNTY FARM ROAD  
WHEATON, IL 60187  
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## Stormwater Management Committee Final Summary

**Tuesday, July 11, 2023**

**7:30 AM**

**County Board Room**

**1. CALL TO ORDER**

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

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

**2. ROLL CALL**

Member Yusuf arrived at 7:32 AM.

County Board Member Sheila Rutledge was in attendance.

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

**3. PUBLIC COMMENT**

The following individual offered public comment:  
Bev Jaszczurowski- SCARCE

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

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

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

**5. APPROVAL OF MINUTES**

5.A [23-2033](#)

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

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

**6. CONSENT AGENDA**

- 6.A [23-2193](#)  
 Water Well Solutions Illinois - 5437-1-SERV Decrease & Close Contract. Total dollar amount decreased by \$19,718.05.  
  
 Member DeSart moved and Member Garcia seconded a motion to combine items A through E. Upon a voice vote, the motion passed with all ayes.
- 6.B [23-2194](#)  
 Winkler Tree & Landscaping 5499-1-SERV Decrease & Close Contract. Total dollar amount decreased by \$14,640.00.
- 6.C [23-2197](#)  
 Village of Westmont 2646-1-SERV Decrease and Close Contract. Total dollar amount decreased by \$14,730.00.
- 6.D [23-2198](#)  
 Hampton Lenzini & Renwick Inc.5792-1-SERV Decrease & Close contract. Total dollar amount decreased by \$15,301.81.
- 6.E [23-2199](#)  
 Earthwerks 1067-1-SERV Decrease & Close Contract. Total dollar amount decreased by \$12,222.49.

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

**7. CLAIMS REPORTS**

- 7.A [23-2242](#)  
 Schedule of Claims - June FY23

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

**8. STAFF REPORTS**

- 8.A [23-2200](#)

Decrease and Close contracts under \$10,000

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

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

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

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

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

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

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

## 9. ACTION ITEMS

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

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

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

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

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

Director Hunn addressed questions from Member Hinterlong.

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

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

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

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

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

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

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

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

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

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

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

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

Recommendation to enter into an Agreement between the County of DuPage Illinois and Hey & Associates, Inc., for Professional Engineering Services to design streambank stabilization projects throughout the County, for the period July 11, 2023 to November 30, 2024, for a contract total amount not to exceed \$85,000. Professional Services in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ et seq. vetted through a qualification based selection process (Architects, Engineers and Land Surveyors). First Renewal.

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

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

Recommendation to enter into an Agreement between the County of DuPage Illinois and Engineering Resource Associates, Inc., for Professional Engineering Services to design drainage, stormwater and flood control improvements throughout the County, for the period July 11, 2023 to November 30, 2024, for a contract total not to exceed \$200,000. Professional Services in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ et seq. vetted through a qualification based selection process (Architects, Engineers and Land Surveyors). First Renewal. (ARPA ITEM)

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

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

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



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

**10. OLD BUSINESS**

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

**11. NEW BUSINESS**

## 11.A FY2024 Budget

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

**12. ADJOURNMENT**

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



## Payment of Claims

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
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**File #: 23-2495**

**Agenda Date: 8/1/2023**

**Agenda #: 6.A**

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

<b>Vendor</b>	<b>Service</b>	<b>Amount</b>
V3 Companies	On-call Engineering	\$709.41
Conservation Foundation	Water Quality Education	\$9,083.39
Conservation Foundation	Water Quality Education	\$8,691.64
A Block	truck tipping	\$30.00
AT & T	Phone services	\$49.41
AT & T	River Dumoulin Phone services	\$74.39
AT & T	River Dumoulin Phone services	\$93.83
AT & T	River Dumoulin Phone services	\$85.28
AT & T	River Dumoulin Phone services	\$52.73
AT & T	Phone services	\$50.62
AT & T	Phone services	\$48.34
AT & T	WoodDale Itasca Phone services	\$90.78
Comcast	Secondary internet service at EQ	\$5,237.41
ComEd	4525 River Dr. #3 Electric service	\$34.75
ComEd	4723 River Dr. Electric services	\$41.37
ComEd	4525 Dumoulin Electric services	\$76.20
ComEd	SS Irving Park 1W Electric services	\$27.61
ComEd	ES River Rd. 3N Rt 34 Electric services	\$287.09
ComEd	4013 Washington DG Electrical services	\$21.09
ComEd	Pump station 397 Illini Electric services	\$239.86
ComEd	ES Fanchon 1S Electric services	\$179.66
ComEd	4720 Dumoulin Electric services	\$81.73
ComEd	701 W Third St. Electric services	\$19.55
ComEd	NS School St. Electric services	\$1,133.62
DuPage Co DOT	Sign fabrication	\$79.73
Encap	Native vegetation mtce	\$1,360.00
Grainger	Manhole cover hook	\$63.61
Grainger	Water quality supplies	\$103.14
Grainger	Water quality supplies	\$31.74
Grainger	Water quality supplies	\$242.14
Kane/DuPage Soil & Water	Permit fee for Main St. Basin	\$3,590.00
Menards	Great stuff dispenser	\$8.97
National Auto Fleet	Ford Bronco II SWM#48	\$33,820.88
National Auto Fleet	Ford Bronco II SWM#2	\$33,820.88
Nicor Gas	800 N. River Rd. Natural gas services	\$177.45
Nicor Gas	301 W. School Natural gas services	\$57.88
ODP	Various supplies	\$130.94
Kramer Trees	Tree pruning	\$1,850.00
BGR	Lobbyist services	\$2,500.00
City of Wood Dale	Water/sewer 301 School	\$1,237.81
ERA	Professional services	\$22,593.48
Trotter & Associates	Drainage & Flood control svcs	\$15,989.98
V3 Companies	Lacey Creek Watershed	\$709.80
Chemetrics	Detergents	\$220.33
CSWEA	CSWEA 3-day training	\$2,600.00
ERA	Professional services	\$24,500.60
ERA	Floodplain mapping	\$1,012.38
ERA	Professional services	\$1,147.00

SCARCE	Water Quality Education	\$13,729.83
V3 Companies	On-call Engineering	\$839.13
Michael Dirkse	Reimb. For CFM	\$50.00
V3 Companies	On-call Engineering	\$5,189.55
Jenna Fahey Heller	Reimb. For Safety shoes	\$199.80
Jennifer Boyer	Reimb. For Fees	\$205.00
Advance Auto	Fuel filter	\$118.26
DuPage Topsoil	Dirt	\$585.00
A Block	Mulch	\$360.00
Batteries Unlimited	vehicle battery	\$198.00
Blains Farm & Fleet	Employee safety wear	\$502.87
Conserv FS	Straw blanket/seed mix	\$926.00
JX Truck	Crane truck equipment	\$2,304.08
IT Savvy	3-Backup battery	\$363.09
Home Depot	spray paint	\$79.98
Home Depot	Various supplies	\$64.94
Menards	cable	\$19.98
Menards	various supplies	\$152.68
MI Fluid Power	Dingo Equipment	\$339.82
FirstNet/ATT	Cellular services	\$1,951.77
Ziebell	PVC Pipe	\$1,646.40
ODP	Pens	\$6.87
ODP	Post-it notes	\$10.91
ODP	Ergo mouse	\$47.99
ODP	Varidesk	\$315.00
ODP	Credit for 309288777001	-\$315.00
A Block	truck tipping	\$30.00
A Block	truck tipping	\$30.00
Amazon	LED flashlights	\$359.67
IT Savvy	Back up battery	\$114.82
Angela Levernier	Reimb. For county car wash	\$9.00
Angela Levernier	Reimb. For Arborist fees	\$155.00
ComEd	NS CNWR 1E W Elmhurst Electric Services	\$1,350.75
ComEd	ES River Rd. 3N Rt 34 Electric services	\$268.48
ComEd	150 N. IL Rt.83 Electric services	\$137.06
ComEd	SS Hagar 1W Electric services	\$34.12
Ciorba	Permitting assistance	\$7,653.50
AT & T	Phone services	\$48.90
AT & T	River Dumoulin Phone services	\$54.98
AT & T	Armstrong Park Phone services	\$77.00
IL Tollway	Tollway charges 4/1/23-6/30/23	\$459.45
IL EPA	Annual NPDES Fees	\$1,000.00
DuPage Co DOT	Gasoline charges 2nd Qtr. 3/1/23-5/31/23	\$1,747.61
DuPage Co DOT	Vehicles repairs 2nd Qtr. 3/1/23-5/31/23	\$1,137.42
Gold Standard	Water quality supplies	\$620.31
On Target Wildlife Control	Beaver removal/inspection	\$725.00
Menards	Various supplies	\$74.35
Willowbrook Ford	Vehicle repairs SWM55	\$605.40
Nicor Gas	800 N. River Rd. Natural gas services	\$178.28
Rhino linings	Mud Flaps SWM70 & SWM75	\$124.00
Red Wing Shoes	Safety Shoes- Lock	\$191.24
Trotter & Associates	Drainage & Flood control svcs	\$11,612.00
USPS	Postage- May 2023	\$15.90



## Staff Report

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

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**File #: 23-2506**

**Agenda Date: 8/1/2023**

**Agenda #: 7.A**

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**DUPAGE  
COUNTY**

Watershed  
Management

Water  
Quality

Floodplain  
Mapping

Regulatory  
Services

Flood Operations  
& Maintenance

Shared  
Services

# STORMWATER MANAGEMENT

## MEMORANDUM

TO: Stormwater Management Planning Committee  
FROM: Sarah Hunn, P.E., Director- DuPage County Stormwater Management  
SUBJECT: Stormwater Program Update August 2023  
DATE: August 8, 2023

### ***Watershed Planning***

#### *Lacey Creek:*

Staff has developed a list of supplemental survey work to assist with evaluation of the watershed plan. This work is expected to be complete in August by the department's on call surveying consultant. Once completed, this information will supplement our hydraulic model.

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

#### *Shared Services/Drainage Projects:*

As part of the department's Shared Services program, the in-house maintenance crew evaluated existing storm sewer for the Downers Grove Highway Department and Addison Township Highway Department. Staff is currently working on evaluation of a preferred alternative for a drainage problem in unincorporated Bloomingdale and continues to work with residents in unincorporated Downers Grove with ongoing evaluation and design.

#### *Facilities/Operations:*

The stormwater flood control facilities continue to be maintained on a regular basis. Armstrong Park Reservoir has operated during some recent storm events. No other large facilities have been triggered with the recent rain.

### ***Water Quality***

DuPage County inspects storm sewer outfalls for illicit discharges on behalf of municipalities and townships for compliance with the IEPA Permit# ILR40. For 2023, inspections are targeted in East Branch Watershed. To date, 34% of scheduled inspections have been completed.

Staff has been working with our consultant on the design of the Winfield Creek/Campus Stream Stabilization Project. This project is funded by the IL EPA and is anticipated to start construction in early 2024.



## ***ARPA Update***

### ***Municipal & Township Match Funding:***

Stormwater staff continues to receive and process reimbursements from townships and municipalities. The City of Naperville has completed one of the three ARPA projects awarded to them, and Bloomingdale Township Highway Department also completed one of two awarded projects.

### ***County Stormwater ARPA Projects:***

Lufkin Pond (Villa Park) plans were finalized, and all permits were received. The Department's on-call contractor began work on this project and should be substantially complete by mid-August.

Plans and specifications for the Main Street Storage Basin in Lisle (ARPA funded) are under staff and regulatory review. Construction of this project is still anticipated to begin in late fall 2023.

Design of the St. Joseph Creek Condominiums flood wall project (FEMA & ARPA funded) is ongoing and under staff review. Staff continues to work with the Village of Lisle and the Condominium Homeowners Association (HOA) to complete design of a shovel ready project. Prior to construction, an agreement will need to be in place with the HOA.

The Smith and Cambridge Drainage Improvement Project in unincorporated West Chicago will be on hold until the winter months when remaining work on forest preserve property can take place on frozen ground.

The Country Club Highlands Phase II Project (ARPA funded) in unincorporated Elmhurst has been awarded to the low bid contractor. Staff is working with the Procurement Division and the contractor on all necessary paperwork to issue a notice to proceed. Large anticipated lead times on materials will dictate the schedule for this project. Once constructed, this project will provide additional flood protection to unincorporated Elmhurst. The improvements will connect to existing infrastructure under existing roads that ultimately discharge into Addison Creek.

The Department's On-Call Construction contract with Earthwerks Land Improvement and Development Corporation Inc. continues to make progress. Earthwerks is currently working on the Lufkin Pond project (ARPA funded). Substantial completion has been reached at the Winfield Creek Streambank Stabilization Project (DCEO funded) and staff is working on a punch list to provide the contractor for all projects nearing completion. Stormwater staff continues to oversee all construction associated with this contract.

Additional ARPA related projects throughout the County are also in the design and permitting stage.

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

<b>Date</b>	<b>Time</b>	<b>Event</b>	<b>Location</b>	<b>Host Organization</b>	<b>SWM Involvement</b>	<b>Attendees</b>	<b>Register/Info</b>
8/5/2023	9:30am-2:30pm	Bensenville Public Works Open House	Bensenville Public Works	Bensenville PW	Vendor	General Public	<a href="#">More Info</a>
8/6/2023	11:30am-4:30pm	Taste of Roselle	Roselle	Roselle Lions Club	Vendor	General Public	<a href="#">More Info</a>
8/10/2023	12pm-1pm	SWM Lunch 'n Learn "Expected Climate Change Influences on Upper Midwest Aquatic Systems"	Virtual	SWM	Host	Professionals/General Public	<a href="#">Register</a>
9/7/2023	8am-12pm	Green Infrastructure Workshop for MS4 Communities	Danada House	SWM	Host/Sponsor	MS4 Professionals	TBA
9/7/2023	9am-1pm	Senior Expo	Roselle Park District	Rep. Jennifer Sanalidro	Vendor	General Public	TBA
9/7/2023	3:30pm-6:30pm	Wood Dale Public Works Open House	Wood Dale Public Works	Wood Dale PW	Vendor	General Public	<a href="#">More Info</a>





## Stormwater Requisition \$30,000 and Over

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

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**File #:** SM-P-0062-23

**Agenda Date:** 8/1/2023

**Agenda #:** 8.A

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AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND SCHOOL AND COMMUNITY ASSISTANCE FOR RECYCLING  
AND COMPOSTING EDUCATION (SCARCE)  
FOR PROFESSIONAL EDUCATION SERVICES

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

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes stream maintenance, erosion control, and enhancing water quality as an integral part of the proper management of storm and flood waters; and

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

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

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

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

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional water quality education services and is willing to perform the required services for an amount not to exceed seventy-seven thousand dollars and 0/100 (\$77,000.00); and

NOW, THEREFORE, BE IT RESOLVED, that the County Clerk is hereby directed to transmit electronic copies of this Resolution and the attached AGREEMENT to SCARCE; 0N374 Papworth St., Wheaton, IL 60187; the DuPage County Stormwater Management Department and Nicholas Alfonso, State's Attorney's Office.

Enacted and approved this 8<sup>th</sup> day of August, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-2429	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$77,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 08/01/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$77,000.00
	CURRENT TERM TOTAL COST:	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: SCARCE	VENDOR #: 10922	DEPT: Stormwater Management	DEPT CONTACT NAME: Raul Galvan
VENDOR CONTACT: Kay McKeen	VENDOR CONTACT PHONE: 630.545.9710	DEPT CONTACT PHONE #: 630.407.6706	DEPT CONTACT EMAIL: raul.galvan@dupageco.org
VENDOR CONTACT EMAIL: scrapkay@aol.com	VENDOR WEBSITE: www.scarce.org	DEPT REQ #: 1600-2324	
<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.). The contract will include student and teacher workshops; water-based workshops; a sustainable design challenge for students; community events, presentations and programs; a water quality flag program; a storm drain medallion program; e-learning; and resources for public use pertaining to water quality and stormwater management.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The professional education contract with SCARCE will help DuPage County meet the requirements of the Public Education & Outreach and Public Involvement/Participation Minimum Control Measures set forth by the EPA's National Pollutant Discharge Elimination System (NPDES) Permit No. ILR40 for discharges from Municipal Separate Storm Sewer Systems (MS4s).			

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

<b>SECTION 3: DECISION MEMO</b>	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. ACT INITIATIVE
SOURCE SELECTION	Describe method used to select source. Selected via DuPage County's Qualified Based Selection process for professional services. Requests for Statements of Qualifications were sent to firms throughout the industry. Staff utilized an evaluation team to review and rank firms, taking into consideration the qualifications of the firm, experience of key personnel, and understanding of scope of services.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Approve the contract renewal with SCARCE for the services outlined. 2) Hire additional staff members to complete the education and outreach provided by the Consultant.

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: SCARCE	Vendor#: 10922	Dept: Stormwater Management	Division:
Attn: Kay McKeen	Email: scrapkay@aol.com	Attn: Raul Galvan	Email: raul.galvan@dupageco.org
Address: 0N374 Papworth St.	City: Wheaton	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 6187	State: IL	Zip: 60187
Phone: 630.545.9710	Fax:	Phone: 630.407.6706	Fax: 630.407.6701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SCARCE	Vendor#: 10922	Dept: Stormwater Management	Division:
Attn: Kay McKeen	Email: scrapkay@aol.com	Attn: Raul Galvan	Email: raul.galvan@dupageco.org
Address: 0N374 Papworth St.	City: Wheaton	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60187	State: IL	Zip: 60187
Phone: 630.545.9710	Fax:	Phone: 630.407.6706	Fax: 630.407.6701
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Sept 1, 2023	Contract End Date (PO25): Aug 31, 2024
Contract Administrator (PO25): Alicia Favela-Perez			

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Professional Water Quality Education	FY23	1600	3000	53090		77,000.00	77,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 77,000.00

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

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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND SCHOOL AND COMMUNITY ASSISTANCE FOR RECYCLING AND  
COMPOSTING EDUCATION (SCARCE)  
FOR PROFESSIONAL EDUCATION SERVICES

This Professional Service Agreement (“AGREEMENT”), is made this 1st day of September, 2023 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and SCARCE, a nonprofit organization licensed to do business in the State of Illinois, with offices at 0N 374 Papworth St., Wheaton, IL 60187; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

R E C I T A L S

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

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes stream maintenance, erosion control, and enhancing water quality as an integral part of the proper management of storm and flood waters; and

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

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

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

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

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional water quality education services and is willing to perform the required services for an amount not to exceed seventy-seven thousand dollars and 0/100 (\$77,000.00); 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 August 31, 2024, unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

## **6.0 DELIVERABLES.**

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

## **7.0 COMPENSATION.**

- 7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall only pay the CONSULTANT for "on-call" services when such services have been ordered by the COUNTY in writing. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed seventy-seven thousand dollars and 0/100 (\$77,000.00). This amount is a "not to exceed" amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0. The CONSULTANT may charge the COUNTY for direct expenses incurred during such work.

- 7.3 For work performed, the COUNTY shall pay CONSULTANT in accordance with the Schedule of Fees attached and incorporated hereto as Exhibit "C." The CONSULTANT shall not invoice the COUNTY and the COUNTY shall not be obligated to pay the CONSULTANT any fee until the CONSULTANT has satisfactorily completed all of the work specified for the ordered task. The CONSULTANT may charge the COUNTY for direct expenses incurred during such work.
- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit "A". For direct expenses, including supplies, materials, photocopying, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.
- 7.4.a For all direct expenses costing more than \$25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the CONSULTANT's vendors indicating the price(s) paid by CONSULTANT for such expensed materials and/or items.
- 7.5 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. When requested by the COUNTY as a condition of Federal or State assistance and, or, reimbursement, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced work. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.
- 7.6 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure CONSULTANT's full performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.

- 7.7 Following the CONSULTANT's satisfactory completion of all work specified in Exhibit "A," and upon receipt, review and acceptance of all deliverables specified in Exhibit "B," the COUNTY shall make its final payment to the CONSULTANT, including payment of any retainage held back pursuant to Paragraph 7.6 above.
- 7.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.
- 7.9 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor website at <http://www.state.il.us/agency/idol/> or calling (312) 793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor website, satisfies the notification of revisions by the COUNTY to the CONSULTANT, pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its vendors of the revised rates of wages.

## **8.0 CONSULTANT'S INSURANCE**

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
- 8.1.a **Worker's Compensation Insurance** in the statutory amounts.
  - 8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and

five-hundred thousand dollars (\$500,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than two million dollars (\$2,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o Director of 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 Director of 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.**

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

## **10.0 SATISFACTORY PERFORMANCE**

- 10.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S, and its vendors', standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional firms practicing in DuPage County, Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services, and its vendors', shall be performed in a manner consistent with the customary skill and care of its profession.

- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' vendors, in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful misconduct by the CONSULTANT or its vendors.

## **11.0 BREACH OF CONTRACT**

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

## **12.0 OWNERSHIP OF DOCUMENTS.**

- 12.1 The CONSULTANT agrees that all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in Paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY

which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.

- 12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to COUNTY.

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

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



agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.
- 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/>).

**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 August 31, 2024, or to a new date agreed upon by the parties.
  - (c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before August 31, 2024.
- 15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT, or during a provisional extension period. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT'S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to the AGREEMENT'S termination, or expiration, and delivered in accord with Paragraph 6.1, above.
- 15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 14.1, above.

**16.0 TERMINATION**

- 16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other

party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from the COUNTY, at the COUNTY'S election.

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

#### **17.0 ENTIRE AGREEMENT.**

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

#### **18.0 ASSIGNMENT.**

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

#### **19.0 SEVERABILITY.**

- 19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this

AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

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

## **20.0 GOVERNING LAW.**

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

## **21.0 NOTICES.**

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

SCARCE  
0N 374 Papworth St.  
Wheaton, Illinois 60187  
ATTN: Kay McKeen

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

- 21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (b) served by facsimile transmission during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by email transmittal during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday), return receipt requested; or (d) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, notices served by email shall be effective upon confirmation of delivery by electronic receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and

without compliance to the amendment procedures set forth in Paragraph 14.1, above.

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

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

**23.0 FORCE MAJEURE.**

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

**24.0 QUALIFICATIONS**

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

24.2 [Reserved]

24.3 Failure of the CONSULTANT to use qualified personnel to perform technical or professional service for any task, assignment or project related to this AGREEMENT shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.

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

25.0 ACCESS TO PROPERTY.

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

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

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

COUNTY OF DUPAGE

SCARCE

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

BY: \_\_\_\_\_  
KAY MCKEEN  
PRESIDENT

ATTEST:

ATTEST:

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

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

## EXHIBIT A

### SCOPE OF WORK

This exhibit includes the scope of work for the services provided by the CONSULTANT for water quality education services.

#### **TEACHER PROGRAMS:**

The CONSULTANT will present teacher workshops (in person and/or virtually/e-learning) on water quality and stormwater management topics including planning, coordinating site visits, scheduling, registration, confirmation, maintaining records for teacher's Continuing Professional Development Units and Graduate Credit documentation.

**Task 1:** Hold, at a minimum, three (3) Watershed and Groundwater Flow Model Workshops – these 2-hour workshops can be held at CONSULTANTS's site, at schools and/or virtually/e-learning.

**Task 2:** Hold one (1) “Where Does Our Water Come from and Where it Goes When We Are Done?” workshop. At this full day teacher workshop, teachers will ride on a bus to the DuPage Water Commission to see how the water gets here from Lake Michigan and then to a water sanitary treatment center to see where the water goes after it is used by consumers. Costs associated with bus transportation are allowed as direct expenses. Workshop may take place virtually, through e-learning and/or a hybrid.

**Task 3:** Hold one (1) “Water Challenges and Solutions” workshop. This is a 5.5-day graduate level course that provides teachers with 3 credit hours through Aurora University. In addition to classroom teachings, field visits will be made to wetlands, BMP sites and other related sites. Workshop may take place virtually, through e-learning and/or a hybrid.

**Task 4:** Hold one (1) full day “Green and Sustainable Design Building” teacher workshop. This full day workshop will be held to educate teachers about the science behind green building. The workshop will showcase green roofs, permeable pavement, native plants, rain barrels, silt fences, bio-swales, recycled content products, energy conservation, underground water storage and much more. Costs associated with bus transportation are allowed as direct expenses. Workshop may take place virtually, through e-learning and/or a hybrid.

**Task 5:** Further develop and hold the 18<sup>th</sup> annual “High School Sustainable Design Challenge” to be held in the County Administration Building. Meetings will be held with sponsoring teachers, architects and industry representatives. The focus of these green and sustainable designs will be best management practices for stormwater management including green roofs, permeable parking surfaces, bio-swales and native plants. Costs for awards may be allowed as direct expenses. Event may take place virtually, through e-learning and/or a hybrid.

**Task 6:** Implement a Water Quality Flag program for students and community groups. CONSULTANT will provide water quality and stormwater management education. Recipients will create community and public service items relating to water quality. Costs for supplies ordered for this program are allowed as direct expenses. Program may be achieved virtually, through e-learning and/or a hybrid.

**COMMUNITY OUTREACH PROGRAMS:**

The CONSULTANT will plan and present water quality issues to community groups through booths, workshops and presentations by:

**Task 7:** Sponsoring informational booths at community events. The CONSULTANT will bring the watershed model, groundwater flow model, green vegetative roof or other water quality education and information. Programs may be achieved virtually, through e-learning and/or a hybrid.

**Task 8:** Engaging in community programs for youth, college, or civic groups focusing on stormwater management and water quality problems and solutions. Topics for these water quality educational activity programs include rain gardens, rain barrels, permeable pavers, green roofs, water quality and quantity, native plants, Green Building site tours, watershed model, groundwater flow model, bioswales, phosphates, watershed, hazardous waste, green cleaning, chloride reduction, fundraising car wash activities and improvements and other Best Management Practices (BMP) for stormwater. Programs may be achieved virtually, through e-learning and/or a hybrid.

**Task 9:** CONSULTANT will coordinate other community outreach programs, including, but not limited to, library outreach, storm drain medallions and oil disposal education programs. Costs for supplies ordered for these programs are allowed as direct expenses. Program may be achieved virtually, through e-learning and/or a hybrid, as well as independent coordination.

**SUPPORT SERVICES - RESOURCE ROOM, SUPPLIES, AND COORDINATION:**

**Task 10:** Stock and maintain a supply of brochures, pamphlets, activity booklets and posters in the Environmental Resource Room (concerning such topics as watershed, stormwater, soil erosion and BMP solutions for water quality issues) for the use of residents, teachers and local businesses. Online resources may also be available.

**Task 11:** Maintain and restock the loaner groundwater flow and watershed models for the use of teachers as well as an ongoing display at CONSULTANT'S facility and online.

**Task 12:** Promote the use and availability of water quality videos to teachers and community groups, both in person and virtually and/or through e-learning.

**Task 13:** Schedule the loaner models and media materials and replace as needed.



**Task 14:** Answer phone call questions and emails regarding watershed issues, native plants, green roofs, permeable pavements, rain barrels and composting.

**Task 15:** Purchase supplies for above tasks including CDs, DVDs, resource materials, student awards, publications, accessory supplies for the tours and models, online and virtual/e-learning needs and office supplies.

**Task 16:** Assist the COUNTY in the promotion of programs and water quality issues highlighted in the Ripples newsletter, Green Bulletin, Regional Office of Education, Chambers of Commerce and newspapers.

**EXHIBIT B**  
**DELIVERABLES**

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

- Electronic copies, in a format approved by COUNTY staff, of brochures, handouts, activity manuals developed for all tasks detailed in Exhibit A: Scope of Work.
- Report summarizing activities, performed by the CONSULTANT, detailed in Exhibit A: Scope of Work. The report should cover activities performed between March 1 and February 29 whether ordered by this AGREEMENT or a previous agreement with the CONSULTANT. Where applicable, the report should include, at minimum: date and topic of presentations and number and description of attendees or participants. The report shall be received by the COUNTY on or before April 1 of the AGREEMENT period.
- Upon request, contact lists for attendees or participants of COUNTY-sponsored programs.
- The monthly invoices will list the projects and or community outreach and teacher programs completed during the billing periods.

## 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 hourly rates. The CONSULTANT may bill the COUNTY for direct expenses as specified in the Scope of Work. Vehicle charges, including mileage allowance at the IRS allowable mileage rate and tolls, shall be allowed as direct expenses per Paragraph 7.4 for traveling to and from programs and events outlined in the Scope of Work.

<u>Position</u>	<u>Hourly Fee Rate</u>
Coordinator	\$32.00
Educator Level 1	\$27.00
Educator Level 2	\$24.00
Educator Level 3	\$20.50
Educator Level 4	\$18.50
Intern	\$15.00
Office Assistant	\$19.30



# Required Vendor Ethics Disclosure Statement

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

Date: 07/17/2023

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

Company Name: SCARCE	Company Contact: Kay McKeen, Founder and Executive Director
Contact Phone: 630-545-9710	Contact Email: scrapkay@aol.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature [Redacted Signature]

Printed Name Kay McKeen

Title Founder & Executive Director

Date 07/17/2023

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



## Stormwater Requisition \$30,000 and Over

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

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**File #:** SM-P-0063-23

**Agenda Date:** 8/1/2023

**Agenda #:** 8.B

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### AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND THE CONSERVATION FOUNDATION FOR PROFESSIONAL EDUCATION SERVICES

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

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes stream maintenance, erosion control, and enhancing water quality as an integral part of the proper management of storm and flood waters; and

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

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

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

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

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional water quality education services and is willing to perform the required services for an amount not to exceed seventy-seven thousand dollars and 00/100 (\$77,000.00); and

NOW, THEREFORE, BE IT RESOLVED, that the County Clerk is hereby directed to transmit electronic copies of this Resolution and the attached AGREEMENT to The Conservation Foundation; 10S404 Knoch Knolls Rd., Naperville, IL 60565; the DuPage County Stormwater Management Department and Nicholas Alfonso, State's Attorney's Office.

Enacted and approved this 8<sup>th</sup> day of August, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-2430	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$77,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 08/01/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$77,000.00	MAX LENGTH WITH ALL RENEWALS: THREE YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: The Conservation Foundation	VENDOR #: 10638	DEPT: Stormwater Management	DEPT CONTACT NAME: Raul Galvan
VENDOR CONTACT: Amy Phillips	VENDOR CONTACT PHONE: 630-428-4500 x113	DEPT CONTACT PHONE #: 630-407-6706	DEPT CONTACT EMAIL: raul.galvan@dupageco.org
VENDOR CONTACT EMAIL: aphillips@theconservationfoundation.org	VENDOR WEBSITE: www.theconservationfoundation.org	DEPT REQ #: 1600-2325	
<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.). The contract will include coordination of the Beyond the Basics seminar; digital outreach materials; Lunch 'N Learn workshops; Conservation@Home, Conservation@Work and Garden Refresh programs; storm drain medallions; DuPage County River Sweep; Adopt-a-Stream; and the Winter Chloride Watchers program.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The professional education contract with The Conservation Foundation will help DuPage County meet the requirements of the Public Education & Outreach and Public Involvement/Participation Minimum Control Measures set forth by the EPA's National Pollutant Discharge Elimination System (NPDES) Permit No. ILR40 for discharges from Municipal Separate Storm Sewer Systems (MS4s).			

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.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)	

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. ACT INITIATIVE
SOURCE SELECTION	Describe method used to select source. Selected via DuPage County's Qualified Based Selection process for professional services. Requests for Statements of Qualifications were sent to firms throughout the industry. Staff utilized an evaluation team to review and rank firms, taking into consideration the qualifications of the firm, experience of key personnel, and understanding of scope of services.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Approve the contract with TCF for the services outlined. 2) Hire additional staff members to complete the education and outreach provided by the Consultant.

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: The Conservation Foundation	Vendor#: 10638	Dept: Stormwater Management	Division:
Attn: Amy Phillips	Email: aphillips@theconservationfoundation.org	Attn: Raul Galvan	Email: raul.galvan@dupageco.org
Address: 10S404 Knoch Knolls Rd.	City: Naperville	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60565	State: IL	Zip: 60187
Phone: 630-428-4500 x113	Fax: 630-428-4599	Phone: 630-407-6706	Fax: 630-407-6701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same	Vendor#:	Dept: Same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 8, 2023	Contract End Date (PO25): Aug 31, 2024
Contract Administrator (PO25): Alicia Favela-Perez			



**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Professional Water Quality Education	FY23	1600	3000	53090		30,000.00	30,000.00
2	1	EA			FY24	1600	3000	53090		47,000.00	47,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 77,000.00

*Comments*

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

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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND THE CONSERVATION FOUNDATION  
FOR PROFESSIONAL EDUCATION SERVICES

This Professional Service Agreement (“AGREEMENT”), is made this 8<sup>th</sup> day of August, 2023 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and The Conservation Foundation, a nonprofit organization licensed to do business in the State of Illinois, with offices at 10S404 Knoch Knolls Road, Naperville, Illinois 60565; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

R E C I T A L S

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

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes stream maintenance, erosion control, and enhancing water quality as an integral part of the proper management of storm and flood waters; and

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

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

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

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

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional water quality education services and is willing to perform the required services for an amount not to exceed seventy-seven thousand dollars and 00/100 (\$77,000.00); 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 August 31, 2024, unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

## **6.0 DELIVERABLES.**

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

## **7.0 COMPENSATION.**

- 7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall only pay the CONSULTANT for "on-call" services when such services have been ordered by the COUNTY in writing. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed seventy-seven thousand dollars and 0/100 (\$77,000.00). This amount is a "not to exceed" amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is

modified pursuant to Article 14.0. The CONSULTANT may charge the COUNTY for direct expenses incurred during such work.

- 7.3 For work performed, the COUNTY shall pay CONSULTANT in accordance with the Schedule of Fees attached and incorporated hereto as Exhibit "C." The CONSULTANT shall not invoice the COUNTY and the COUNTY shall not be obligated to pay the CONSULTANT any fee until the CONSULTANT has satisfactorily completed all of the work specified for the ordered task. The CONSULTANT may charge the COUNTY for direct expenses incurred during such work.
- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit "A". For direct expenses, including supplies, materials, photocopying, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.
- 7.4.a For all direct expenses costing more than \$25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the CONSULTANT's vendors indicating the price(s) paid by CONSULTANT for such expensed materials and/or items.
- 7.4.b CONSULTANT shall not include computer and vehicle charges (including mileage) as direct expenses.
- 7.5 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. When requested by the COUNTY as a condition of Federal or State assistance and, or, reimbursement, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced work. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.
- 7.6 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not

deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure CONSULTANT's full performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.

- 7.7 Following the CONSULTANT's satisfactory completion of all work specified in Exhibit "A," and upon receipt, review and acceptance of all deliverables specified in Exhibit "B," the COUNTY shall make its final payment to the CONSULTANT, including payment of any retainage held back pursuant to Paragraph 7.6 above.
- 7.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.
- 7.9 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor website at <http://www.state.il.us/agency/idol/> or calling (312) 793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor website, satisfies the notification of revisions by the COUNTY to the CONSULTANT, pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its vendors of the revised rates of wages.

## 8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
- 8.1.a **Worker's Compensation Insurance** in the statutory amounts.
  - 8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and five-hundred thousand dollars (\$500,000.00) each employee/disease.
  - 8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than two million dollars (\$2,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o Director of 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 Director of 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.**
- 8.2 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, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or directly connected with, the CONSULTANT’S, or its vendor’s, negligent or willful misconduct, errors or omissions in its, or their, performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, must be the State’s Attorney, in accordance with the applicable law. The COUNTY’S participation in its defense shall not remove CONSULTANT’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT’S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1, et seq.) or otherwise available to it, or the CONSULTANT, under the law.

## **10.0 SATISFACTORY PERFORMANCE**

- 10.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly the CONSULTANT’S, and its vendors’, standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and

standards commonly provided by similar professional firms practicing in DuPage County, Illinois.

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

- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' vendors, in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful misconduct by the CONSULTANT or its vendors.

## **11.0 BREACH OF CONTRACT**

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

## **12.0 OWNERSHIP OF DOCUMENTS.**

- 12.1 The CONSULTANT agrees that all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in Paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY

which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.

12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.

12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to COUNTY

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

13.1 The CONSULTANT, and its vendors, shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.

13.2 The CONSULTANT, and its vendors, shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and its vendors, shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, et seq., and with all rules and regulations established by the Department of Human Rights.

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3); and further certifies that it has not been barred from public contracting under any Federal statute or regulation. The CONSULTANT agrees that it shall not use any vendor that has been barred from being awarded a public contract, or subcontract, under Illinois or Federal law to perform work under this AGREEMENT.

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and

agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

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

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

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

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- (a) The early termination of this AGREEMENT in accordance with the terms of Section 16.0, or
  - (b) The expiration of this AGREEMENT on August 31<sup>st</sup>, 2024 or to a new date agreed upon by the parties.
  - (c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before August 31<sup>st</sup>, 2024.
- 15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT, or during a provisional extension period. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT'S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to the AGREEMENT'S termination, or expiration, and delivered in accord with Paragraph 6.1, above.

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

## **16.0 TERMINATION**

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

## **17.0 ENTIRE AGREEMENT.**

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

**18.0 ASSIGNMENT.**

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

**19.0 SEVERABILITY.**

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

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

**20.0 GOVERNING LAW.**

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

20.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

**21.0 NOTICES.**

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

The Conservation Foundation  
10S404 Knoch Knolls Road  
Naperville, Illinois 60565  
ATTN: Brook McDonald

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

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



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

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

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

## **23.0 FORCE MAJEURE.**

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

## **24.0 QUALIFICATIONS**

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

24.2 [Reserved]

24.3 Failure of the CONSULTANT to use qualified personnel to perform technical or professional service for any task, assignment or project related to this AGREEMENT shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.

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

**25.0 ACCESS TO PROPERTY.**

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

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

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

COUNTY OF DUPAGE

THE CONSERVATION FOUNDATION

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

BY: \_\_\_\_\_  
BROOK MCDONALD  
EXECUTIVE DIRECTOR

ATTEST:

ATTEST:

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

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

## EXHIBIT A

### SCOPE OF WORK

This exhibit includes the scope of work for the services provided by the CONSULTANT for water quality education services.

**Task 1:** CONSULTANT will coordinate a half-day Beyond the Basics (BTB) Seminar. The BTB seminar will highlight successful stormwater Best Management Practices (BMP) implementation projects. The target audience will be elected officials, plan commissioners, planners, public works managers, developers and real estate professionals. The COUNTY will be considered a Presenting Partner (top level), and the COUNTY logo and the *Love Blue. Live Green.* logo will be on all print media materials distributed to potential and actual attendees. CONSULTANT will plan, coordinate and host seminar; create program, agenda, and continuing education certificates for seminar; arrange logistics; and advertise, promote and manage seminar registration. In-house printing expenses may be billed to COUNTY.

**Task 2:** CONSULTANT will provide outreach materials to COUNTY for distribution in marketing and outreach campaigns countywide. Marketing materials will be seasonally appropriate and may address topics including, but not limited to, native plants, dog poop, car maintenance, road salt use, leaf removal, green infrastructure and other best management practices targeted at residents to improve water quality. In partnership with COUNTY on topics, CONSULTANT will provide promotional materials, articles, social media graphics and language, brochures, flyers and/or newsletter material to COUNTY for outreach campaigns quarterly. CONSULTANT will include logo(s) on all materials provided by COUNTY. The quarterly schedule (no later than date) for CONSULTANT to send materials to COUNTY via Dropbox or another approved platform is as follows:

- September 15, 2023: Fall
- November 15, 2023: Winter
- February 15, 2024: Spring
- April 15, 2024: Summer

**Task 3:** CONSULTANT will plan and execute nine (9) seasonal Water Quality Lunch 'N Learn workshops, either online or in person. These workshops will provide stakeholders more information and resources for other stormwater and water quality related topics. CONSULTANT will coordinate workshops; arrange speakers, develop topics and programming; develop PDH certificates; and advertise, promote and manage webinar registration. CONSULTANT will arrange meeting locations, venues and catering for workshops. In-house printing expenses may be billed to COUNTY.

**Task 4:** CONSULTANT will carry out Conservation@Work/Home and Garden Refresh programs. These programs encourage homeowners and businesses to use native plants, build rain gardens and rain barrels in the yards to resolve water related issues and improve the water quality. CONSULTANT will continue to: 1) promote the program; 2) conduct Conservation@Home, Conservation Work certifications and promote native plants in landscaping to homeowners

associations, businesses, churches, schools, residents and developers in DuPage County; 3) provide information and resources, including brochures, and electronic newsletters/blog articles for planting and maintaining certified properties; 4) promote the use and sale of rain barrels to residents as a means of conserving water resources and reducing nonpoint-source pollution in stormwater runoff; 5) create and manage databases, distribute brochures, research potential participants such as homeowner associations, and deliver informational presentations and conduct site visits; 6) visit properties to provide recommendations to homeowners, businesses, schools and homeowner associations and provide informational presentations both in-person and virtual.

Funds for printing copies of the “How-To” brochure, the Rain Garden brochure, Conservation@Home/Work, Rain Barrel brochures, COUNTY sign decals, and posts for Conservation@Home/Work signs to be billed as a part of this contract as direct expenses to the COUNTY. CONSULTANT must acknowledge COUNTY sponsorship using logo provided by COUNTY on webpages, printed materials, presentations and signs.

**Task 5:** CONSULTANT will help carry out the COUNTY’s Adopt-A-Stream program. The Adopt-A-Stream program was created to reduce the amount of trash and debris polluting the waterways in DuPage. This program supports the belief that everyone can make a difference in the health of our waterways. The Adopt-A-Stream program asks groups to make a two-year commitment to clean their designated sections of a waterway for a minimum of two-years. CONSULTANT will promote, coordinate and manage the program; oversee the inventory of supplies necessary for the program; determine appropriate sign locations for eligible participants. Costs for supplies for this program and promotional expenses are allowable as direct expenses.

**Task 6:** CONSULTANT will co-promote the Storm Drain Medallion Program throughout DuPage County. Targeted groups include townships, municipalities, scouting groups and ecology clubs. TCF staff will maintain records, generate reports, purchase and distribute supplies, and update distributed materials. Costs to purchase medallions, adhesive and wire brushes will be direct expenses.

**Task 7:** CONSULTANT will: 1) Promote and coordinate the DuPage County River Sweep by encouraging municipal, park district and township coordination of local stream clean-up areas and volunteer recruitment. The connection between the River Sweep and Adopt-A-Stream programs will be stressed in promotional materials. 2) Restoration activities at selected sites will be facilitated through coordination with the Forest Preserve District of DuPage County and park districts. 3) Prepare annual report for River Sweep statistics.

**Task 8:** CONSULTANT will coordinate the Winter Chloride Watchers program in DuPage County. The Chloride Watchers program is a citizen science initiative that engages volunteers in monitoring local waterways to better understand the negative impact of winter snow and ice clearing methods. CONSULTANT will host a volunteer training session, purchase sample kits, provide the COUNTY with collected chloride data and a program summary in the annual report. CONSULTANT must acknowledge COUNTY sponsorship using logos on printed and digital outreach materials. Costs for supplies for this program and promotional expenses are allowable as direct expenses.

**Task 9:** In order to carry out contract activities, CONSULTANT staff hires, trains, and supervises intern/assistant(s) and part-time educators; compiles and submits monthly invoices; coordinated with COUNTY staff; troubleshoots problems; and compiles annual contract reports.

**EXHIBIT B**  
**DELIVERABLES**

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

- Electronic copies, in a format approved by COUNTY staff, of brochures, handouts, activity manuals, recorded webinars, videos and any other items developed for all tasks detailed in Exhibit A: Scope of Work.
- Report summarizing activities, performed by the CONSULTANT, detailed in Exhibit A: Scope of Work. The report should cover activities performed between March 1 and February 29 whether ordered by this AGREEMENT or a previous agreement with the CONSULTANT. Where applicable, the report should include, at minimum: date and topic of presentations and number and description of attendees or participants. The report shall be received by the COUNTY on or before March 1 of the AGREEMENT period.
- Contact lists, waivers, sign in sheets and other forms for attendees or participants of COUNTY programs, including workshops, webinars and programs.

**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 hourly rates. The CONSULTANT may bill the COUNTY for direct expenses as necessary to complete the Scope of Work.

<u>Position</u>	<u>Hourly Fee Rate</u>
Full-Time Staff	\$80.00
Part-Time Staff/Interns	\$27.00



# Required Vendor Ethics Disclosure Statement

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

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

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

Company Name: <u>The Conservation Foundation</u>	Company Contact: <u>Brook McDonald</u>
Contact Phone: <u>630-715-7090</u>	Contact Email: <u>bmcdonald@theconservationfoundation.org</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature: \_\_\_\_\_  
 Printed Name: Brook McDonald  
 Title: President & CEO  
 Date: 7/19/23

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