



DU PAGE COUNTY

Stormwater Management Committee

Regular Meeting Agenda

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

Tuesday, July 7, 2026

7:30 AM

County Board Room

1. CALL TO ORDER
2. ROLL CALL
3. CHAIRMAN'S REMARKS - CHAIR ZAY
4. PUBLIC COMMENT
5. APPROVAL OF MINUTES
 - 5.A. [26-1731](#)
Stormwater Management Committee - Regular Meeting Minutes - June 2, 2026.
6. CONSENT AGENDA
 - 6.A. [26-1740](#)
BME Electric PO 7181-0001 SERV is decreasing in the amount of \$20,000 and closing due to the purchase order expiring.
7. CLAIMS REPORTS
 - 7.A. [26-1815](#)
Schedule of Claims - June 2026
8. STAFF REPORTS
 - 8.A. [26-1743](#)
Stormwater Program and Events Update
 - 8.B. [26-1744](#)
DPC Stormwater Management Currents Newsletter
9. ACTION ITEMS
 - 9.A. [26-1848](#)
Recommendation to Approve: Staff is requesting Stormwater Management Committee approval of the Comment Response Document for the Upper West Branch DuPage River Watershed-Based Plan.
 - 9.B. [26-1849](#)
Request for Committee approval of the Upper West Branch DuPage River Watershed-Based Plan.

9.C. [SM-R-0004-26](#)

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Downers Grove, for the 39th Street Water Quality Structures Project, for an agreement not to exceed \$37,550. (FY2026 Water Quality Improvement Grant)

9.D. [SM-P-0008-26](#)

Recommendation for the approval of a contract with Gewalt Hamilton Associates, Inc., for professional engineering and land surveying services, for Stormwater Management, for the period of July 14, 2026 through November 30, 2027, for a contract total not to exceed \$65,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et seq. First and final renewal.

10 DISCUSSION

10.A. FY 2027 Budget

11. INFORMATIONAL11.A. [PW-P-0017-26](#)

Recommendation for the approval of a contract to Sheffield Safety and Loss Company, LLC, to provide Safety Program Management for various County Departments, for the period of June 25, 2026 to June 24, 2027, for a total contract amount not to exceed \$150,000; per RFP #25-046-PW. First of three options to renew.

12. OLD BUSINESS**13. NEW BUSINESS****14. ADJOURNMENT**



Minutes

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

File #: 26-1731

Agenda Date: 7/7/2026

Agenda #: 5.A.



DU PAGE COUNTY

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

Tuesday, June 2, 2026

7:30 AM

County Board Room

1. CALL TO ORDER

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

2. ROLL CALL

Additional County Board members present: Member Cahill, Member Childress, Member Deacon Garcia, Member Krajewski.

Staff: Director Sarah Hunn, Nick Alfonso, Nick Kottmeyer, Joan Olson, Chris Vonnahme, Jamie Lock, Robert Covey, Lori Edwards, Mary Beth Falsey, Raul Galvin, and Jenna Fahey Heller.

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

3. CHAIRMAN'S REMARKS - CHAIR ZAY

Chair Zay thanked Vice Chair Brummel for facilitating the May committee meeting in his absence.

4. PUBLIC COMMENT

Kay McKeen from SCARCE gave public comment thanking the Stormwater Department and board members for attending workshops and events in May and June such as the Water Quality Flag ceremonies, the Awards ceremony, the Garden Market, and National Compost Awareness Week. Students and parents are appreciative of their participation in the community, and the recognition of the work being done by residents and organizations for Stormwater.

5. APPROVAL OF MINUTES

5.A. [26-1485](#)

Stormwater Management Committee - Regular Meeting Minutes - May 5, 2026.

RESULT:	APPROVED
MOVER:	David Brummel
SECONDER:	Lucy Evans

6. CONSENT AGENDA

Chair Zay asked for a motion to combine consent items.

Member DeSart moved and Member Hinterlong seconded a motion to combine items 6.A. through 6.D. The motion was approved on voice vote, all "ayes".

6.A. [26-1582](#)

Christopher B. Burke PO 7239-1-SERV is decreasing in the amount of \$6,007.50 and closing due to purchase order expiring.

6.B. [26-1583](#)

Farnsworth Group PO 7115-1-SERV is decreasing in the amount of \$33,477.73 and closing due to purchase order expiring.

6.C. [26-1584](#)

Bay Crane Midwest PO 7945-1-SERV is decreasing in the amount of \$13,973.40 and closing due to purchase order expiring.

6.D. [26-1585](#)

Civil & Environmental PO 7865-1-SERV is decreasing in the amount of \$11,972.85 and closing due to purchase order expiring.

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Paul Hinterlong
SECONDER:	Lucy Evans
AYES:	Brummel, DeSart, Eckhoff, Evans, Fasules, Hinterlong, Honig, Tiesenga, Tornatore, and Zay
ABSENT:	Nero, and Pulice

7. CLAIMS REPORTS

7.A. [26-1594](#)

Schedule of Claims - May 2026

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Lucy Evans
SECONDER:	Gary Fasules

8. STAFF REPORTS

8.A. [26-1486](#)

Stormwater Program and Events Update

Chair Zay highlighted Clayton Heffter from the Stormwater Program Update, expressing gratitude for his service and wishing him the best in his retirement.

RESULT:	ACCEPTED AND PLACED ON FILE
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MOVER:	Lucy Evans
SECONDER:	Gary Fasules

8.B. [26-1487](#)

DPC Stormwater Management Currents Newsletter

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Lucy Evans
SECONDER:	Gary Fasules

8.C. [26-1488](#)

Quarterly Spill Report

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Lucy Evans
SECONDER:	Gary Fasules

8.D. [26-1489](#)

Annual Report to Illinois Environmental Protection Agency

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Lucy Evans
SECONDER:	Gary Fasules

9. ACTION ITEMS9.A. [SM-R-0005-26](#)

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois and Milton Township Highway Department, for the National Street Drainage Improvement Project, for an agreement not to exceed \$30,000.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paul Hinterlong
SECONDER:	Lucy Evans

9.B. [SM-R-0006-26](#)

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois and the City of West Chicago, for the Ray Avenue Drainage Improvement Project.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Lucy Evans
SECONDER:	Paul Hinterlong

10. PRESENTATION

10.A. FY27 Budget Discussion

Director Hunn presented an overview and projection of the FY2027 maintenance budget, including a summary of the six Stormwater Management program areas and how each department or elected official prepares for the budget. She went over the budget schedule and general requirements. Director Hunn also reviewed program funding/revenue and anticipated expenditures, and shared about new initiatives raised by the Committee for consideration by the department.

Members of the committee inquired about new capital projects, the outlook of the operation of the quarry after recent improvements have been made, hydraulic modeling, and the Buy Out program gaining more consideration for increased funding from the County. Director Hunn responded that the repair plan should give the quarry a 25-30 year life cycle with proper annual maintenance. The Buy Out program was discussed in greater detail and Director Hunn reiterated that it has been pushed into the new initiatives to ensure a detailed program is in place to be prepared for additional funding, if available. Director Hunn and Chair Zay noted that a copy of the budget will be sent to the Committee for review prior to submission, and will always be available for additional questions.

11. OLD BUSINESS

No old business was discussed.

12. NEW BUSINESS

No new business was discussed.

13. ADJOURNMENT

With no further business, the meeting was adjourned at 8:04 AM. Motioned by Member Honig and seconded by Member Hinterlong with all Committee members in favor.



Consent Item

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

File #: 26-1740

Agenda Date: 7/7/2026

Agenda #: 6.A.

Consent
 SWM 717
 CB 7/14

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division
 Revised 10-01-2025

Date: May 15, 2026

File ID #: _____

Purchase Order #: 7181-1- SERV	Original Purchase Order Date: Jul 9, 2024	Change Order #: 2	Department: Stormwater Management
Vendor Name: BME Electric		Vendor #: 31262	Dept. Contact: Alicia Favela
Action Requested and Reason for Change Order Request: (\$20,000.00) Decrease and Close, PO expired on 1/28/26			

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting Contract Value	\$153,224.00
B	Net \$ Change for Previous Change Order	\$0.00
C	Current Contract Amount (A + B)	\$153,224.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$20,000.00)
E	New Contract Amount (C + D)	\$133,224.00
F	Cumulative Change Order Amount (B + D)	(\$20,000.00)
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-13.05%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- Cancel Entire Order
- Close Contract
- Contract Extension (≤59 Days)
- Update Budget Code
- Change Budget Code From: _____ to: _____
- Increase/Decrease Quantity From: _____ to: _____
- Price Shows: _____ should be: _____ Move Funds Between Lines
- Decrease Remaining Encumbrance and Close Contract
- Increase Encumbrance and Close Contract
- Decrease Encumbrance
- Increase Encumbrance

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- Contract Extension Greater Than 59 Days From _____ to: _____ Cancel Contract
- Cumulative Increase Greater Than \$10,000 (Row 'F' Above) Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

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

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - Initials Only

AFP _____ 6698 _____ May 15, 2026 _____
Prepared By Phone Ext. Date

SJD _____ 6676 05.20.26
Recommended for Approval Phone Ext. Date

S _____ 6/8/2026
Reviewed by Procurement Officer Date

Completed by Buyer Date



Payment of Claims

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

File #: 26-1815

Agenda Date: 7/7/2026

Agenda #: 7.A.

DUPAGE COUNTY STORMWATER MANAGEMENT
SCHEDULE OF CLAIMS
June-26

Vendor	Service	Amount
AT & T	Phone Services	\$55.62
AT & T	Phone Services	\$82.98
AT & T	Phone Services	\$94.41
AT & T	Phone Services	\$102.96
sCube Inc	Accela/JetPay Adapter	\$2,250.00
Home Depot	various supplies	\$24.80
Home Depot	various supplies	\$104.96
Red Wing	Safety Shoes -Doherty	\$200.00
Red Wing	Safety Shoes - Assell	\$200.00
Red Wing	Safety Shoes - Steele	\$200.00
USGS	Joint funding agrmt	\$98,350.00
Menards	Rake	\$14.97
Menards	various supplies	\$50.91
ODP	Advil	\$18.43
ODP	various supplies	\$29.97
AT & T	Phone Services	\$58.26
AT & T	Phone Services	\$96.42
Advance Auto	Crankcase breather	\$71.42
Advance Auto	2- Batteries	\$300.68
Benefits	Dayforce	\$7,266.90
City of Wood Dale	Water/Sewer 301 School St	\$40.60
Comcast	Ethernet services	\$383.51
ComEd	4013 Washington Electric Services	\$47.45
ComEd	0 S Irving Park Electric Services	\$54.01
ComEd	0 E River Electric Services	\$372.71
ComEd	0 E Fanchon Electric services	\$469.33
ComEd	397 Illini Dr. Electric Services	\$619.77
DuPage County	Workers comp	\$302.07
DuPage County PW	Fuel charges 2/16/25-5/15/26	\$3,925.78
Gewalt Hamilton	Surveying services	\$4,583.60
Grainger	Vehicle supplies	\$2.24
Graybar	Electrical products	\$216.69
Nicor	301 W School St Natural Gas	\$73.13
Paddock Publications	public notice	\$82.80
Signal 88	Security services	\$1,302.00
A Block	Truck Tipping	\$40.00
Accela	Managed app services/Accela	\$25,000.00
Conserv FS	Straw Blanket	\$140.00
Menards	Screws/Pool Noodles	\$28.25
Norwalk Tank	Pipe Band	\$79.14
Black & Veatch	Prof Eng Services	\$3,717.70
Christopher Burke	Prof Services	\$2,568.72
ComEd	701 W Third Electric services	\$40.23
ComEd	4525 River Dr. Electric Services	\$59.18
ComEd	4723 River Dr. Electric Services	\$69.08
ComEd	4525 Dumoulin Electric Services	\$101.58
ComEd	4720 Dumoulin Electric Services	\$108.44

ComEd	0 N Cnwrr 1e Electric services	\$747.44
ComEd	0 N School St Electric services	\$4,034.14
Conserv FS	seed mix	\$225.00
Conserv FS	seed mix	\$337.50
DuPage County	paper 11*17	\$23.58
FirstNet AT & T	Wireless Svc - MAY 2026	\$2,197.37
HLR	Surveying services	\$2,721.60
Menards	Walkie Talkie	\$89.99
SCARCE	Prof Services	\$7,083.33
Toshiba	Copier Svc - JUN 2026	\$79.26
Toshiba	Copier Svc - JUN 2026	\$174.65
Water Well Solutions	Bentonite	\$1,300.00
Willowbrook Ford	Vehicle Service	\$557.23
Willowbrook Ford	Vehicle Service	\$610.91
Oakhurst North	Oakhurst N. Prjct	\$1,614.50
Semper Fi	Winfield Creek Stabilization	\$928.75
V3 Company	On-call engineering	\$4,775.34
WM Corporate Service	Waste Management Services	\$95.00
DRSC	Workgroup membership dues	\$39,586.00
ODP	Cable	\$55.14
ODP	cell phone cases	\$70.74
Nicor Gas	800 N River Natural Gas services	\$195.62
Revere Electric	Software support	\$6,007.50
Amazon	Modem & credit memo	\$3.83
AT & T	Phone Services	\$56.78
AT & T	Phone Services	\$57.01
A & W Trailer	Tire replacement	\$162.49
AT & T	Ethernet services	\$1,935.39
ComEd	0 S Hagar Electric services	\$58.08
ComEd	150 N State Electric services	\$194.87
DuPage Topsoil	Dirt	\$260.00
DuPage Topsoil	Dirt	\$260.00
USPS	Postage for May 2026	\$23.97



Staff Report

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

File #: 26-1743

Agenda Date: 7/7/2026

Agenda #: 8.A.



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services



STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

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

SUBJECT: Stormwater Program Update July 2026

DATE: July 7, 2026

Watershed Planning

Prentiss Creek Watershed Plan:

Our consultant has completed extensive updates to the existing conditions hydraulic model. Work was done to re-delineate the watershed drainage areas, creating 22 new depression/storage basin areas, and identifying new hydraulic features to create an updated existing conditions model. County staff are working through SWMM models for areas with extensive storm sewer networks located outside the floodplain limits. The project team is investigating options to complete the proposed conditions modeling, and the subsequent watershed plan. The Prentiss Creek Watershed includes portions of Downers Grove, Woodridge, Darien, Lisle, and Unincorporated DuPage County.

Sawmill Creek Watershed Plan:

Staff continues to work with our consultant to identify existing problem areas and to develop the modified existing conditions hydraulic model to represent all current hydraulic structures within the watershed. County staff and our consultant participated in a field visit on Friday, June 12th to various areas in the watershed to meet with residents and to investigate flood prone areas. We anticipate additional site visits throughout the summer to survey, obtain pictures, and acquire additional information related to our modeling efforts. The Sawmill Creek Watershed includes large portions of Willowbrook, Darien, as well as smaller areas of Downers Grove, Burr Ridge, Lemont and Unincorporated DuPage County.

Facilities/Operations/ Shared Services Projects

Shared Services/Drainage Projects:

Staff is ready to begin a drainage project both within the municipal limits of West Chicago and unincorporated areas. The project will involve replacement of an existing storm sewer that helps convey stormwater and prevent widespread flooding amongst several properties.

Staff also recently completed final restoration of the 90th and Kaye drainage improvement project. The project was fully funded through a grant secured through Senator Curran and will provide much needed conveyance and flood relief to the intersection, while also allowing an uninterrupted flowpath from parkway and private properties.

Staff continues to work both in-house and with on-call consultants to evaluate drainage concerns countywide. Feasibility of potential projects through site investigations and surveys continue in unincorporated Lombard, unincorporated Willowbrook, unincorporated Winfield, and unincorporated Downers Grove.

Staff also continues to work with three (3) property owners who were awarded funds by Stormwater Committee in March 2026 for drainage improvements through the **new** Cost Share Drainage Assistance Program. Projects are expected to be completed this year.

The department's in-house maintenance crew recently completed storm sewer maintenance as part of a shared responsibility with Downers Grove Township and cleaned a total of thirteen (13) flood gates based on an agreement with a HOA in Hinsdale.

Facilities/Operations:

Our Armstrong Park Reservoir in Carol Stream and the Spring Creek Reservoir in Bloomingdale took in floodwater following severe thunderstorms that occurred on Wednesday and Thursday, June 10th and 11th. These severe storms also included very high winds and tornados. Both reservoirs have been dewatered to normal levels, and all facilities have been inspected for downed trees and other debris blockages that could impact operations. Staff will continue to monitor the spring/summer rain events and ensure facilities are operational should the rivers, lakes, and streams rise to levels that necessitate operation.

Work on the Elmhurst Quarry Highwall Stabilization Project continues. The County's contractor, Access Limited Construction, has completed all scaling activities, where loose rock on the highwalls is scraped off so a stable surface remains. Test areas for new bolts were set and completed and the contractor is now working in the keyway, where new mesh and bolts will be installed to hold the high walls in place and minimize rockfall. The department's consultant, Black and Veatch, along with in-house staff have been overseeing this specialty work.

Water Quality

The NPDES annual report was submitted to the IEPA on behalf of DuPage County and 41 co-permittee municipalities and townships by the June 1 deadline. Work continues on updating our program to meet the requirements of the recently updated permit.

Regulatory

Staff capacity remains heavily committed as we continue to prioritize core functions, including permit reviews and processing, pre-application meetings, wetland boundary determinations, and support for waiver communities. At the same time, progress remains steady in other areas, with the ad hoc group continuing to make headway on the Stormwater Ordinance Guidance Document.

In addition, Jenna Fahey has been promoted from Wetland Supervisor to Wetland Program Manager in our Stormwater Regulatory group.

ARPA Projects

Staff is thrilled to report that all ARPA projects are now complete. More than \$9.7 M in these federal funds were used to help fund eleven (11) projects countywide. In addition, another \$2.0 M was awarded through the competitive grant process made available to DuPage County Municipalities.

IEPA Section 319 Grant Project

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

Upcoming DuPage County Stormwater Management (SWM) Events

Date	Time	Event	Location	Host Organization	SWM Involvement	Audience	Register/Info
7/30/2026	9AM-Noon	Roselle Senior Expo	Roselle Park District	Sen. Lewis & Rep. Sanalidro	Vendor	General Public	More Info
8/15/2026	10AM-1PM	Heroes & Helicopters Community Showcase	Frontier Sports Complex, Naper.	Rep. Rohr & Sen. Ellman	Vendor	General Public	TBA
8/29/2026	9AM-Noon	Children's Safety Expo	Stratford Middle, Bloomingdale	Sen. Lewis, Rep. Sanalidro & Grant	Vendor	General Public	TBA



Staff Report

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

File #: 26-1744

Agenda Date: 7/7/2026

Agenda #: 8.B.

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DuPage County Stormwater Management News & Updates

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June 2026

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SWM Welcomes Three Interns for Summer



From left to right: Jack Doherty, Marcella Steele, and Johnathan Breeden are interning for the Department this summer.

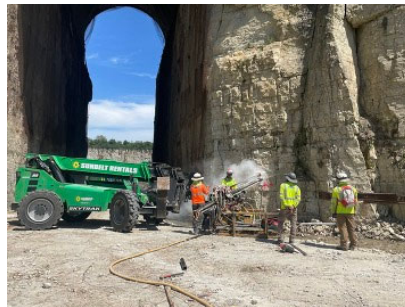
Another year, another batch of bright interns joining our department! Our interns join specific divisions of our team related to their focus of study, and will be involved in everything from floodplain modeling to wetland inspections. Here's some background on the three interns we're welcoming!

Jack Doherty is our Wetlands intern, currently in the middle of getting his Master's in Natural Resources and Environmental Science from the University of Illinois Urbana-Champaign.

Marcella Steele is our Water Quality intern, and recently graduated from Brevard College with a degree in Environmental Studies.

Johnathan Breeden is our Engineering intern, and just finished his junior year at the University of St. Thomas, on track for a degree in civil engineering.

Project to Stabilize Quarry High Walls Begins



The contractor crew works to remove the old stabilization netting around the keyway on the West lobe of the Elmhurst Quarry.

This month, work began in earnest at the Elmhurst Quarry Flood Control Facility to stabilize key sections of rock wall that have eroded over time. A contractor that specializes in rock stabilization was selected to conduct the work, which involves replacing the original mesh rockfall netting

Around Town

The SWM Water Quality team has begun storm sewer outfall monitoring across the County, an annual project that involves physically inspecting every outfall within a particular watershed. Outfalls are inspected during dry-weather conditions to ensure function and that there are no illegal discharges. This year's monitoring is focused on the partial watersheds within the County, including the Fox River, Des Plaines River, and Mainstem DuPage River. There are also priority outfalls in the three major watersheds that must be inspected every year. In total, SWM staff will

within and around the keyway. This netting was installed long before the County purchased the facility, when the quarry was still in active operation. The project is expected to be complete by November of this year.

[Watch a guided tour of the Elmhurst Quarry Flood Control Facility.](#)

Senator John Curran Stops by Kaye Ave Drainage Project



State Senator John Curran and SWM Chair Jim Zay pose in front of the completed drainage project, along with two members of SWM's field crew who worked on the project.

Earlier this month, Senator John Curran and SWM Chair Jim Zay visited the recently completed 90th and Kaye Drainage Project in unincorporated Willowbrook. The installation of new storm sewer inlets and piping will significantly relieve road flooding during storm events. Senator Curran was pivotal in securing the state grant to fund this project. Thanks for your help, Senator!

monitor over 1,300 outfalls scattered across the County. As always, you can help out by reporting signs of illegal discharge in any waterway to the [Citizen Reporter App](#).

SWM recently hosted 25 environmental consultants and ecologists for an advanced Wetland Plant Identification Course. The course was taught by renowned Illinois botanists Chris Benda (The Illinois Botanizer) and Dr. Glenn Adelson (Lake Forest College). Participants visited three high-quality natural areas in Lake and Cook County and successfully identified 110 individual plant species!



Dr. Glenn Adelson explains the key features of a plant specimen to the class at Harms Woods in Glenview.

Upcoming Events

Roselle Senior Expo

Thursday, July 30, 2026, 9:00 A.M. - 12:00 P.M.

SWM will be tabling at this event for seniors hosted by Illinois Representative Jennifer Sanalistro and Senator Seth Lewis. Attendees will be able to engage a wide variety of organizations offering services for seniors, including everything from health screenings to advice from a master gardener.

[More Info](#)



Stormwater Management Planning Committee

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

David Brummel | Dawn DeSart | Lucy Chang Evans

Grant Eckhoff | Gary Fasules | Andrew Honig

Paul Hinterlong | Steve Nero | Nunzio Pulice

Edward N. Tiesenga | Sam Tornatore

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Action Item

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

File #: 26-1848

Agenda Date: 7/7/2026

Agenda #: 9.A.



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services

STORMWATER MANAGEMENT

Date: June 22, 2026
To: Stormwater Management Committee
From: Mary Beth Falsey, Stormwater Management
Subject: Comment Response Document for the Upper West Branch DuPage River Water Quality Watershed-Based Plan

Action Requested: Staff is requesting Stormwater Management Committee approval of the attached Comment Response Document for the Upper West Branch DuPage River Water Quality Watershed-Based Plan.

The Comment Response Document for the Upper West Branch DuPage River Water Quality Watershed-Based Plan is included for review and approval. A 30-day public comment period for the Plan was held from May 5, 2026 to June 4, 2026. This document addresses written comments regarding the Plan that were received during this time period. We received four written comments regarding the Upper West Branch DuPage River Water Quality Watershed-Based Plan.

Staff is requesting Stormwater Management Committee approval of the Comment Response Document for the Upper West Branch DuPage River Water Quality Watershed-Based Plan.





**DUPAGE
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Watershed
Management

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STORMWATER MANAGEMENT

The public comment period for the Upper West Branch DuPage River Water Quality Watershed Plan began May 5, 2026, following Stormwater Management Committee approval. A press release was posted on the County's website, published in the Daily Herald, and distributed to the affected communities with details on accessing the full report and how to access the public comment portal. The comment period officially ended June 4th, 2026. Four public comments were received (numbered), along with the response (italicized), as follows:

1. Michael Zbinovec

The erosion at Evergreen Lakes is severe. The Carol Stream Park District commissioned an engineer report 2 years ago to determine the condition of the Evergreen Lakes shoreline. The engineers found severe erosion of the two areas of Evergreen Lakes. Please update your assessment of the area as the erosion is far from "good condition". The Evergreen Lakes area needs immediate restoration of the shoreline in addition to dredging to deepen the area to reduce flooding risk to the 60 or so homes surrounding the lakes. I have attached a link to the engineering report: https://www.csparks.org/wp-content/uploads/2024/11/EvergreenLakesBankAssessment_10.16.24_Combined-Reduced.pdf

The plan has been revised to include this additional information on the shoreline erosion at Evergreen Lakes.

2. Ravin Asar

I think this is a wonderful project, and I appreciate the attention it is getting, and the effort put in by all concerned. From a practical perspective, however, I would strongly suggest distilling the 513 page document down to a few pages that can be easily digested by the general public.

This will serve 2 purposes; first to catch the attention of a larger audience, instead of getting a rolling-eye reaction like I did when I first saw the size of the document, and second to make readers aware of the purpose of the project. It was only because I have some time, and I appreciate nature and its obvious impact on life that I convinced myself to at least breeze through some of the content.

I say this because most citizens are now so disinterested in anything and anyone outside themselves, that greater-good and necessary projects like this are outside their comprehension if presented as an encyclopaedia-sized information package. It is in my, and frankly, everyone's best interest that such efforts get the attention they deserve, but they won't if they are thrown at people like a bag of rocks.



I don't think that should be difficult to do, and will add hopefully increase the population of folks who understand and benefit from the knowledge. It will also differentiate Illinois and DuPage County from those states and areas who are going in the other direction and destroying nature and our surroundings.

The Executive Summary provides a shorter, user-friendly summary of the findings of the plan. It has been posted on our website:

https://www.dupagecounty.gov/government/departments/stormwater_management/water_quality/watershed-based_plans.php

3. Jerry Hinckley

Thank you for completing the work. I noticed that several other regional river survey work projects had been done in the past. Is there any data from those studies on BMP's or changes made by Cities or the County that have had a major positive impact in making changes in practices that work in urban/suburban environments? Since one of the two largest sources of the water flow in the upper West Branch River region comes from water treatment facilities, how can individual households work to improve impacts to the wastewater treatment systems? Is there a household BMP that can be added to the report as well as a BMP plan for home residential yard care maintenance? This information could compliment the information provided on goals for salt reduction for the region which were clearly outlined in the report.

DuPage County has seen positive impacts from implementation of practices, including the removal of a segment of the West Branch DuPage River from the Impaired Waterways list for aesthetic quality in recent years. While work remains to be done, this is an indicator of the positive impact implementation of practices, such as those outlined in this plan, can provide.

This scope of this plan does not include wastewater facilities. For more information on impacts to wastewater facilities, please contact your local treatment facility or municipality.

Many of the BMPs listed in this plan can be implemented on a household scale. These include rain barrels, rain gardens, and planting native plants. More information on residential yard care and BMPs can be found on our website:

https://www.dupagecounty.gov/government/departments/stormwater_management/water_quality/outreach_materials.php

4. Scott Meister

I reviewed the Upper West Branch watershed plan. I was surprised at how comprehensive the plan was, and I can't imagine the effort necessary to pull that together; nicely done. A few thoughts:

1. Page 415 describes agencies that monitor water quality. The Forest Preserve District description isn't 100% accurate anymore. Below is an edited paragraph, but if it's too late to incorporate edits, maybe you can use the description in a future

report. FPDDC: The Forest Preserve District of DuPage County conducts stream monitoring as part of their ~~Office of Natural Resources~~ Aquatics Monitoring & Research Program. This bio-assessment monitoring includes fish, ~~macroinvertebrate~~ and mussel surveys as well as ~~water chemistry analysis using Sondes~~ and surveys of physical stream characteristics such as cross section, pebble counts, ~~and~~ longitudinal profiles, and Qualitative Habitat Evaluation Index (QHEI) analysis.

2. Per our email discussions last October, I see you removed projects such as wetland enhancement and wetland creations from the list of green infrastructure projects within forest preserves, thanks. We had discussed removing bioswales and permeable paver projects within forest preserves from the project list too, and I highlighted those projects on the attached list I sent you. I see bioswales and pavers were not removed from the final report. I don't think those projects are feasible. Is there a strategy to leaving bioswales and pavers in the project list?

3. I also did not find a BMP drainage improvement project at our Blackwell Native Nursery in the report, see below. Did I miss it?

The plan has been revised to include these suggestions.



Action Item

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

File #: 26-1849

Agenda Date: 7/7/2026

Agenda #: 9.B.

ACCEPTANCE OF THE UPPER WEST BRANCH DUPAGE RIVER WATER QUALITY WATERSHED-BASED PLAN

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority through 55 ILCS 5/5-1062 to manage and mitigate the effects of urbanization on stormwater drainage by preparing a countywide plan for such stormwater runoff; and

WHEREAS, the COUNTY, pursuant to the above-cited statutory authority, has adopted the DuPage County Stormwater Management Plan ("Plan"), (OSM-001-89), which plans for effective stormwater management and flood control throughout DuPage County; and

WHEREAS, the Plan is intended to be supplemented from time to time with "watershed plans" prepared for each of the several watersheds located throughout DuPage County addressing the specific and unique concerns affecting each watershed; and

WHEREAS, the COUNTY has commissioned the development of the Upper West Branch DuPage River Water Quality Watershed-Based Plan, which will serve as a supplement to the Plan; and

WHEREAS, the Upper West Branch DuPage River Water Quality Watershed-Based Plan recommends various projects to be undertaken within the Upper West Branch DuPage River Watershed to provide water quality benefits within the Upper West Branch DuPage River Watershed; and

WHEREAS, the Stormwater Management Planning Committee presented the Upper West Branch DuPage River Water Quality Watershed-Based Plan for a 30-day public review period between May 5, 2026 and June 4, 2026; and

WHEREAS, the Stormwater Management Planning Committee, through the County's Stormwater Management Department, reviewed all public comments received pertaining to that watershed plan and responded thereto in a prepared Comment Response Document; and

WHEREAS, copies of the Upper West Branch DuPage River Water Quality Watershed-Based Plan and Comment Response Document have been and remain available for review on DuPage County's official web site.

NOW, THEREFORE, BE IT RESOLVED, that the Upper West Branch DuPage River Water Quality Watershed-Based Plan, as reviewed and approved by the DuPage County Stormwater Management Committee, is hereby approved and adopted by the County Board as a supplement to the Plan.

Enacted and approved this 14th of July, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services

STORMWATER MANAGEMENT

Date: June 22, 2026
To: Stormwater Management Committee
From: Mary Beth Falsey, Stormwater Management
Subject: Final Approval of the Upper West Branch DuPage River Water Quality Watershed-Based Plan

Action Requested: Staff is requesting Stormwater Management Committee approval of the Upper West Branch DuPage River Water Quality Watershed-Based Plan.

Attached for review and approval is the Resolution for acceptance of the Upper West Branch DuPage River Water Quality Watershed-Based Plan. The final version of the Plan can be found on the DuPage County website at:

https://www.dupagecounty.gov/government/departments/stormwater_management/water_quality/watershed-based_plans.php

A 30-day public comment period for the Plan was held from May 5, 2026 to June 4, 2026, and a Comment Response Document has been submitted separately for your approval. This document addresses written comments regarding the Plan that were received during this time period.

Also attached is a confirmation letter from Illinois Environmental Protection Agency that the Plan contains the nine minimum elements outlined in the Handbook for Developing Watershed Plans to Restore and Protect Our Waters (EPA 841- B-08-002). Inclusion of these elements qualifies identified projects for a variety of funding sources, most notably through the §319 Nonpoint Source Management Program, which funds sixty percent of project costs.

Staff is requesting Stormwater Management Committee approval of the Upper West Branch DuPage River Water Quality Watershed-Based Plan.





Illinois Environmental Protection Agency

2520 West Iles Avenue • P.O. Box 19276 • Springfield, Illinois • 62794-9276 • 217-782-3397

JB Pritzker, Governor

James Jennings, Acting Director

April 8, 2026

Sarah Hunn, PE, CFM
 Director
 DuPage County Stormwater Management
 421 N. County Farm Rd.
 Wheaton, IL 60187

Re: Watershed-based Plan Review
 Upper West Branch DuPage River Watershed-Based Plan

Dear Ms. Hunn:

The Illinois Environmental Protection Agency (Illinois EPA) has reviewed the *Upper West Branch DuPage River Watershed-Based Plan* for consistency with U.S. Environmental Protection Agency's (EPA) watershed-based plan guidance found in Appendix C of the Nonpoint Source Program and Grants Guidelines for States and Territories dated April 12, 2013.

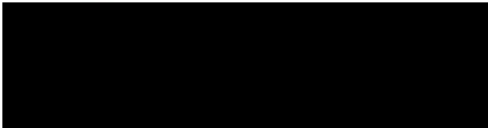
Accomplishing the goals of the Illinois' Nonpoint Source Management Program will rely on the success of stakeholder driven, well-developed watershed-based plans. The Illinois EPA is committed to ensuring that Section 319(h)-funded restoration and protection projects are guided by approved watershed-based plans that adequately address EPA's required minimum elements for watershed-based plan development.

The Illinois EPA recommends that watershed-based plans be reviewed ten years after the plan's development to assess if any revisions should be considered. Illinois EPA's Section 319(h) funding resources may be available to update these plans if revisions are needed.

After reviewing the submitted *Upper West Branch DuPage River Watershed-Based Plan*, Illinois EPA has determined that it contains EPA's required minimum elements for a watershed-based plan and is formally accepted as submitted.

Congratulations, we look forward to working with *Upper West Branch DuPage River Watershed-Based Plan* stakeholders during the implementation of your watershed-based plan. If you should have any questions relating to this review, feel free to contact Jeff Edstrom at (217) 782-3362.

Sincerely,



Jeffrey Edstrom
Environmental Protection Specialist IV
Nonpoint Source Unit
Watershed Management Section
Bureau of Water

Watershed-Based Plan Review JE:RR

cc: Janette Marsh, USEPA Region 5 (WQW-16J)



Stormwater Management Resolution

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

File #: SM-R-0004-26

Agenda Date: 7/7/2026

Agenda #: 9.C.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND THE VILLAGE OF DOWNERS GROVE FOR THE 39TH STREET WATER QUALITY STRUCTURES PROJECT

WHEREAS, the VILLAGE OF DOWNERS GROVE and the COUNTY OF DUPAGE are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

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

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

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

WHEREAS, the VILLAGE has developed a conceptual design for the construction of a water quality project on 39th Street (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality in Lacey Creek, a tributary to the East Branch DuPage River; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY’S Water Quality Improvement Program in an amount not to exceed thirty-seven thousand five hundred fifty dollars (\$37,550); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses not to exceed thirty- seven thousand five hundred fifty dollars (\$37,550) per this AGREEMENT; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached INTERGOVERNMENTAL AGREEMENT between the COUNTY and the VILLAGE is hereby accepted and approved in an amount not to exceed thirty- seven thousand five hundred fifty dollars (\$37,550); and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to the Village of Downers Grove, 5101 Walnut Avenue, Downers Grove, Illinois 60515, by and through the Stormwater Management Department.

Enacted and approved this 14th of July, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$37,550.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 07/07/2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$37,550.00
	CURRENT TERM TOTAL COST: \$37,550.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Village of Downers Grove	VENDOR #: 10128	DEPT: Stormwater Management	DEPT CONTACT NAME: Mary Beth Falsey
VENDOR CONTACT: Julie Lomax	VENDOR CONTACT PHONE: 630-493-8821	DEPT CONTACT PHONE #: 630-407-6680	DEPT CONTACT EMAIL: falsey@dupagecounty.gov
VENDOR CONTACT EMAIL: jlomax@downers.us	VENDOR WEBSITE: http://www.downers.us	DEPT REQ #: 1600-2615	
<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 project involves the installation of three (3) water quality structures within the 39th Street right-of-way.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Since 2000, Stormwater Management's Water Quality Improvement Program has budgeted funds to provide financial assistance for projects that provide a regional water quality benefit to DuPage County streams. The Village of Downers Grove's Water Quality Structures project has been selected for funding for the FY2026 Water Quality Improvement Program grant.			

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. IGA (INTERGOVERNMENTAL AGREEMENT)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Village of Downers Grove	Vendor#: 10128	Dept: Stormwater Management	Division:
Attn: Julie Lomax	Email: jlomax@downers.us	Attn: Mary Beth Falsey	Email: falsey@dupagecounty.gov
Address: 5101 Walnut Ave	City: Downers Grove	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60515	State: IL	Zip: 60187
Phone: 630-493-8821	Fax:	Phone: 630-407-6680	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Village of Downers Grove	Vendor#: 10128	Dept: Stormwater Management	Division:
Attn: Julie Lomax	Email: jlomax@downers.us	Attn: Mary Beth Falsey	Email: falsey@dupagecounty.gov
Address: 5101 Walnut Ave	City: Downers Grove	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60515	State: IL	Zip: 60187
Phone: 630-493-8821	Fax:	Phone: 630-407-6680	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 14, 2026	Contract End Date (PO25): May 31, 2028

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		Water quality improvement for Village of Downers Grove Water Quality Structures	FY26	1600	3000	53830		30,000.00	30,000.00
2	1	EA		Water quality improvement for Village of Downers Grove Water Quality Structures	FY27	1600	3000	53830		7,550.00	7,550.00
										Requisition Total	\$ 37,550.00

FY is required, ensure the correct FY is selected.

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

Resolution No. 2026-36

A Resolution Authorizing Execution of an Intergovernmental Agreement Between the Village of Downers Grove and the County of DuPage for the 39th Street Water Quality Structures Project

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

SECTION 1. That the form and substance of a certain Intergovernmental Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and the County of DuPage (the "County"), for the 39th Street Water Quality Structures Project, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

SECTION 2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

SECTION 3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

SECTION 4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 5. That this Resolution shall be in full force and effect from and after its passage as provided by law.



By: Mayor

Passed: 4/21/2026

Published: 4/22/2026

Attest:



By: Village Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE,
ILLINOIS AND THE VILLAGE OF DOWNERS GROVE FOR 39th STREET WATER
QUALITY STRUCTURES PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 14th day of July 2026 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and VILLAGE OF DOWNERS GROVE, a body politic and corporate, with offices at 5101 Walnut Ave, Downers Grove, Illinois 60515 (hereinafter referred to as the VILLAGE).

R E C I T A L S

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

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

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

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

WHEREAS, the VILLAGE has developed a conceptual design for the construction of a water quality project on 39th Street (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality in Lacey Creek, a tributary to the East Branch DuPage River; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY’S Water Quality Improvement Program in an amount not to exceed thirty-seven thousand five hundred fifty dollars (\$37,550); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses not to exceed thirty-seven thousand five hundred fifty dollars (\$37,550) per this AGREEMENT; and

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

NOW, THEREFORE, in consideration of the 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 a part hereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves the installation of three (3) water quality structures within the 39th Street right-of-way. The goal of the VILLAGE is to remove pollutants from runoff prior to entering Lacey Creek, and East Branch DuPage River.
- 2.2 The PROJECT shall be developed essentially in accord with the Preliminary Project Plan (39th Street Water Quality Structures), as prepared by the Village of Downers Grove and submitted on January 2, 2026, which document is incorporated herein by reference but is not attached hereto due to space limitations.

3.0 FUNDING.

- 3.1 The total water quality related PROJECT costs are estimated to be one hundred fifty thousand two hundred dollars (\$150,200). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF DOWNERS GROVE	\$112,650
COUNTY OF DUPAGE	\$37,550
<u>TOTAL</u>	<u>\$150,200</u>

- 3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the VILLAGE and COUNTY agree to apportion such extra costs in writing before they are incurred.
- 3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE'S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by May 31, 2028, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE'S right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE'S timely and satisfactory completion of the PROJECT.
- 3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT (construction management, etc.), construction (labor and materials), bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

4.0 VILLAGE'S RESPONSIBILITIES.

- 4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The VILLAGE shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 4.3 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The VILLAGE shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.

- 4.5 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction and maintenance phases of the PROJECT. Under no circumstances shall the COUNTY be invoiced for any amount(s) exceeding a total of thirty-seven thousand five hundred fifty dollars (\$37,550). The invoice(s) shall show the quantities and cost per item and be summarized by PROJECT area.
- 4.9 The VILLAGE shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE in the amounts herein agreed upon, nor shall this provision affect the VILLAGE'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The VILLAGE and VILLAGE'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S Water Quality Improvement Program.
- 4.12 During the PROJECT and after its substantial completion, the VILLAGE shall be solely responsible for the ownership, operation, supervision, staffing, control, and maintenance of the PROJECT.
- 4.13 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage and other promotion of the

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

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Water Quality Improvement Program. The COUNTY shall promptly provide the VILLAGE with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
 - 5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.
 - 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed thirty-seven thousand five hundred fifty dollars (\$37,550).
 - 5.2.3 In the event PROJECT costs total less than one hundred fifty thousand two hundred dollars (\$150,200), the COUNTY'S total reimbursement amount shall not be more than twenty-five percent (25%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.
 - 5.2.4 The COUNTY shall not be obligated to pay invoices received after May 31, 2028, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
- 5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT. The COUNTY shall provide the VILLAGE reasonable advance notice of when the COUNTY requires such access.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The VILLAGE shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

7.0 INDEMNIFICATION.

- 7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY and any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE 'S performance under this AGREEMENT to the fullest extent the VILLAGE is so authorized under the law; provided, however, that the VILLAGE shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
- 7.2 The VILLAGE shall require each consultant and contractor responsible for the construction of the PROJECT to name the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, their officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and/or contractor.
- 7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this Section 7 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove the VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
 - 9.1.1 May 31, 2028, or to a new date agreed upon by the parties.
 - 9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before May 31, 2028.

10.0 ENTIRE AGREEMENT.

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

11.0 SEVERABILITY.

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

12.0 NO THIRD-PARTY BENEFICIARIES

12.1 This Agreement is for the sole benefit of the Parties and their respective permitted successors and assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity other than the Parties any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

13.0 GOVERNING LAW.

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

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

14.0 NOTICES.

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

Julie Lomax
Stormwater Administrator
Village of Downers Grove
5101 Walnut Ave
Downers Grove, Illinois, 60515

Claire Kissane
Water Quality Specialist
DuPage County Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187

15.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

15.1 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.

16.0 NO WAIVER OF TORT IMMUNITIES

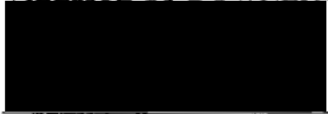
16.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

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

COUNTY OF DUPAGE

VILLAGE OF DOWNERS GROVE

Deborah A. Conroy,
Chair



Robert V. Barnett
Mayor

ATTEST:

ATTEST:


Jean Kaczmarek,
County Clerk

Rosa Berardi
Village Clerk



File #: SM-P-0008-26

Agenda Date: 7/7/2026

Agenda #: 9.D.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND GEWALT HAMILTON ASSOCIATES, INC.
FOR PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES

WHEREAS, DuPage County (COUNTY) by virtue of its power set forth in “Counties Code” (55 ILCS 5/5-1001 *et seq.*, 55 ILCS 5/5-1062.3, and 5/5-15001 *et seq.*) is authorized to enter into agreements for purposes of developing, designing, planning, constructing, operating, and maintaining stormwater facilities; and

WHEREAS, as part of the COUNTY’s Stormwater Management Plan, several first-time watershed models need to be developed to further support the COUNTY’s watershed planning and floodplain mapping programs; and

WHEREAS, the COUNTY requires professional on-call engineering and land surveying services; namely, stream surveys that include cross section data, hydraulic structure data and high-water mark data, to develop said hydraulic models of the COUNTY’s watersheds; and

WHEREAS, on December 9, 2025, by Resolution SM-P-0028-25 the COUNTY previously approved a Professional Services Agreement with Gewalt Hamilton Associates, Inc. (CONSULTANT) for CONSULTANT to perform the aforementioned professional on-call surveying services beginning on December 9, 2025 and ending on November 30, 2026; and

WHEREAS, the COUNTY and CONSULTANT now seek to renew their AGREEMENT for CONSULTANT to continue to provide said professional on-call surveying services through November 30, 2027, a first and only renewal; and

WHEREAS, CONSULTANT has experience and expertise in this area and is in the business of providing such professional on-call surveying services and is willing to perform the required services during the renewal term of the AGREEMENT for an amount not to exceed \$65,000; and

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

NOW, THEREFORE, BE IT RESOLVED THAT by the DuPage County Board that the attached renewed AGREEMENT between the County of DuPage and Gewalt Hamilton Associates, Inc. be hereby accepted and approved for a contract total not to exceed \$65,000.00 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached agreement to the; Procurement Division of the Finance department of DuPage County; the Stormwater Management Department, c/o Director Sarah Hunn; and Gewalt Hamilton Associates, Inc., 625 Forest Edge Drive, Vernon Hills, Illinois, 60061.

Enacted and approved this 14th day of July, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$65,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 07/07/2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$130,000.00
	CURRENT TERM TOTAL COST: \$65,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Gewalt, Hamilton Associates, Inc.	VENDOR #: 11655	DEPT: Stormwater Management	DEPT CONTACT NAME: Christine Klepp
VENDOR CONTACT: Jon Past, PLS	VENDOR CONTACT PHONE: 847.821.6236	DEPT CONTACT PHONE #: 630-407-6708	DEPT CONTACT EMAIL: klepp@dupagecounty.gov
VENDOR CONTACT EMAIL: JPast@GHA-engineers.com	VENDOR WEBSITE: www.gha-engineers.com	DEPT REQ #: 1600-2530	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional Services Agreement with Gewalt, Hamilton Associates, Inc. for \$65,000.00 to provide professional surveying services for various watersheds throughout DuPage County. This is the first and final renewal.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Several first-time watershed models need to be developed to further support the County's watershed planning and floodplain mapping programs. The hydraulic models require in field stream surveys that include cross section data, hydraulic structure data and high-water mark data in order to develop hydraulic models of the County's watersheds. Other survey needs will be determined on an as-needed basis.			

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

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source. Stormwater Management selected Gewalt, Hamilton Associates, Inc. in accordance with the Professional Services Selection Process found in the DuPage County Procurement Ordinance. Seven firms submitted Statements of Interest. A selection team reviewed each proposal ranking each firm on certain selection criteria.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Approve contract as requested. Consultant was selected using the County's selection process. Consultant is well qualified to perform the services requested. 2. Hire a different consultant. All vetting and selection procedures were followed making this option unnecessary. 3. Do not approve the contract. This option is not recommended since it is an important part of the Department's goals and mission to remap the floodplains in DuPage County.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Gewalt, Hamilton Associates, Inc.	Vendor#: 11655	Dept: Stormwater Management	Division:
Attn: Jon Past	Email: JPast@GHA-engineers.com	Attn: Christine Klepp	Email: klepp@dupagecounty.gov
Address: 625 Forest Edge Drive	City: Vernon Hills	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60061	State: IL	Zip: 60187
Phone: 847.821.6236	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Gewalt, Hamilton Associates, Inc.	Vendor#: 11655	Dept: same	Division:
Attn: Jon Past	Email: JPast@GHA-engineers.com	Attn:	Email:
Address: 625 Forest Edge Drive	City: Vernon Hills	Address:	City:
State: IL	Zip: 60061	State:	Zip:
Phone: 847.821.6236	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 14, 2026	Contract End Date (PO25): Nov 30, 2027

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Surveying services	FY26	1600	3000	53010		15,000.00	15,000.00
2	1	EA		Surveying services	FY27	1600	3000	53010		50,000.00	50,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 65,000.00

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

**AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND GEWALT HAMILTON ASSOCIATES, INC.
FOR PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES
FOR THE COUNTY'S WATERSHED AND FLOODPLAIN MAPPING
PROGRAM**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this 14th day of July, 2026, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Gewalt Hamilton Associates, Inc., with offices at 625 Forest Edge Drive, Vernon Hills, IL 60061; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires professional engineering and land surveying services (hereinafter referred to as "PROJECT"); and

WHEREAS, the COUNTY requires stream surveys that include cross section data, hydraulic structure data and high-water mark data to develop hydraulic models of the County's watersheds; and

WHEREAS, several first-time watershed models need to be developed to further support the COUNTY's watershed planning and floodplain mapping programs; and

WHEREAS, the COUNTY requires professional on-call surveying services to provide the stream surveys necessary to develop these hydraulic models; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional land surveying services and is willing to perform the required services for an amount not to exceed \$65,000; and

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

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

1.0 INCORPORATION AND CONSTRUCTION

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

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other group and the CONSULTANT concerning the PROJECT.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services

hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

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

3.0 NOTICE TO PROCEED

- 3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Stormwater (hereinafter referred to as the "Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair

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

work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new and/or modified employee rates (Exhibit C) and/or fee schedules if permitted in Paragraph 7.3.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.3 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT after the COUNTY issues its written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2027, unless the term of this AGREEMENT is extended in conformity with Article 14 below.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion.

Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or 14 days after notice of termination or when the Director directs, the deliverables specified in Exhibit B, or as otherwise agreed to by the COUNTY and CONSULTANT.

7.0 COMPENSATION

7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$65,000. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.

7.3 For services performed, the COUNTY will pay the CONSULTANT at a 2.8 direct labor multiplier applied to the actual hourly rates of staff and/or the fee schedule(s) as incorporated herein. The multiplier shall include the cost of overhead and profit. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant's staff, identified by classification, is attached and incorporated hereto as Exhibit C. The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated herein and subject to the terms in 7.3(b) below. The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C. It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit C (including Exhibit C for approved sub-consultant(s)) when invoices are submitted for the PROJECT.

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

7.4 NOT USED

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

7.6 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Separate invoices shall be submitted and each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according

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

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

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

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

8.0 CONSULTANT'S INSURANCE

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

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

- 8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million (\$1,000,000.00) dollars each employee/disease.
- 8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**
- 8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**
- 8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.
- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- 8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by

anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants insurance coverage at any time.

9.0 INDEMNIFICATION

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

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

- 11.1 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. Notwithstanding the above term, the CONSULTANT'S failure to

maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

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

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

AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

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

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

15.0 TERM OF THIS AGREEMENT

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

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

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

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

16.0 TERMINATION

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

17.0 ENTIRE AGREEMENT

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

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

20.0 GOVERNING LAW

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

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

21.0 NOTICES

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

Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, IL 60061

ATTN: Jon Past, PLS
Phone: 847.821.6236
Email: JPast@GHA-Engineers.com

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

ATTN: Sarah Hunn, P.E.
Director of Stormwater
Phone: 630.407.6676
Email: Sarah.Hunn@dupagecounty.gov

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of

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

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

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

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

26.0 QUALIFICATIONS

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

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

26.3 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 26.2, above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the PROJECT.

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

COUNTY OF DuPAGE

GEWALT HAMILTON ASSOCIATES, INC.

Deborah A. Conroy, Chair
DuPage County Board

Signature

Print Name

Title

ATTEST BY:

Jean Kaczmarek, County Clerk

ATTEST BY:

Signature

Michael D. Warner

Print Name

Principal

Title

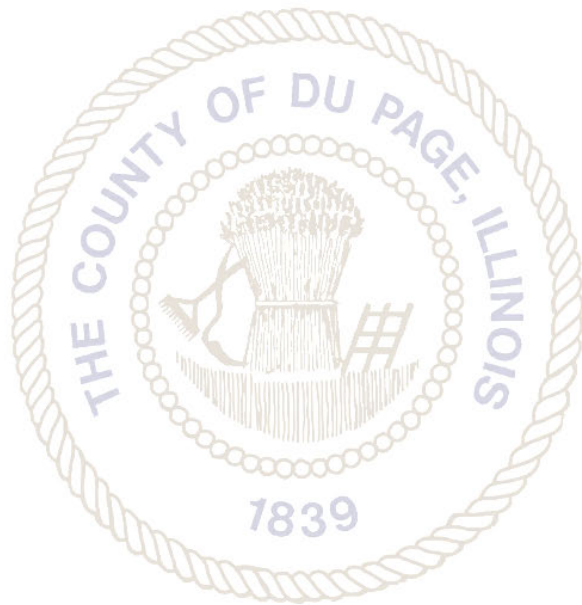


EXHIBIT A – SCOPE OF SERVICES

Typical surveying tasks will include stream cross-section data, hydraulic structure data (bridges, culverts and storm sewers) and high-water mark data. The data collected will be used to update hydraulic models and high-water mark surveys will be used for the verification of hydraulic models. Survey guidelines will be according to DuPage County specifications and will generally follow those in FEMA's "Guidance for Flood Risk Analysis and Mapping, Data Capture-Workflow Details, November 2021".

Consultant Scope of Services

- Perform stream surveys of hydraulic structures and stream cross-sections. Other data collection may include spot surveys of high-water locations and elevations for significant storm events and low-water entry elevations for residential/commercial structures.
- Computer Manning's roughness values for each cross section surveyed.
- Prepare field sketches of all hydraulic structures surveyed.
- Take photographs of all hydraulic structures and at all cross-section locations. All photos will be labeled for documentation. Photos of cross sections will be used to aid in Manning's roughness calculations.
- Prepare exhibits specific to information obtained in the field.
- Prepare cross section location maps.
- Perform cut/fill calculations, develop topography for a certain area.
- Perform field survey data reduction and summarize data in certain formats as determined by the Department.
- Deliverables must be submitted for each task ordered, as applicable, including but not limited to: structure and cross section data on CD, copies of field books (including traverse plots and closure calculations), photographs of structures and cross-sections, table describing horizontal and vertical control points, sketches, and digital files of survey data.
- Other services as needed.

EXHIBIT B – DELIVERABLES

The following deliverables (hard copy and/or digital) will be submitted to the County before completion of the contract.

- Structure (culvert/bridge/weir) data
- Cross-section data
- Copies of field books, including traverse plots and closure calculations
- Photographs of structures and cross-sections
- Table describing horizontal and vertical control points
- Table of survey code descriptions
- Sketches
- Digital files of survey points
- Cross-section location maps
- Topographic mapping
- Plats of survey, signed and sealed
- Legal descriptions

EXHIBIT C

**DUPAGE COUNTY STORMWATER DEPARTMENT
Consultant Employee Rate Listing**

CONSULTANT: Gewalt Hamilton Associates, Inc.

PROJECT: DuPage County Stream Survey

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Engineer I	\$32.21	\$38.91	
Engineer II	\$32.92	\$41.98	
Engineer III	\$36.62	\$47.70	
Engineer IV	\$42.56	\$60.48	
Engineer V	\$50.70	\$68.70	
Engineer VI	\$52.12	\$77.08	
Engineering Technician I	\$18.66	\$33.44	
Engineering Technician II	\$24.08	\$42.19	
Engineering Technician III	\$29.33	\$53.06	
Engineering Technician IV	\$32.18	\$67.48	
Engineering Technician V	\$45.50	\$75.50	
Land Surveyor I	\$23.88	\$36.38	
Land Surveyor II	\$33.75	\$42.49	
Land Surveyor III	\$36.77	\$58.29	
Land Surveyor IV	\$44.16	\$62.76	
GIS Analyst	\$27.51	\$42.63	
GIS Analyst II	\$35.06	\$50.22	
GIS Analyst III	\$36.65	\$71.79	
Administrative I	\$23.50	\$29.50	
Administrative II	\$29.50	\$35.50	
CAD Manager	\$39.29	\$72.15	
Project Accountant (Staff)	\$27.64	\$45.96	
Accounting II	\$36.13	\$57.16	
Accounting Manager	\$43.38	\$68.17	
Environmental Consultant I	\$27.47	\$35.03	
Project Manager I	\$39.38	\$63.16	
Project Manager II	\$46.30	\$69.40	
Senior Project Manager I	\$52.21	\$74.63	
Senior Project Manager II	\$68.12	\$89.86	
Data Tech I	\$18.66	\$33.44	
Data Tech II	\$24.08	\$42.19	
Data Tech III	\$29.33	\$53.06	
CAD Technician I	\$23.27	\$32.05	
CAD Technician II	\$26.45	\$43.81	
CAD Technician III	\$31.33	\$55.07	
Intern	\$19.00	\$23.00	
Environmental Resources Specialist II	\$28.97	\$45.09	
Environmental Resources Specialist IV	\$34.00	\$70.00	

Note: Maximum rate shall not exceed \$90.00 per hour.(as of 2025)

Signature of Authorized Agent
for CONSULTANT:



Signature

Date: _____

Print Name

Approved By COUNTY:

Sarah Hunn, Director

Date: _____

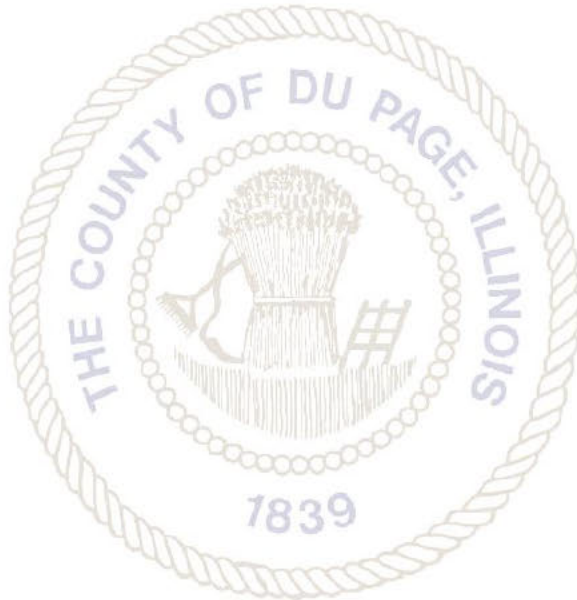
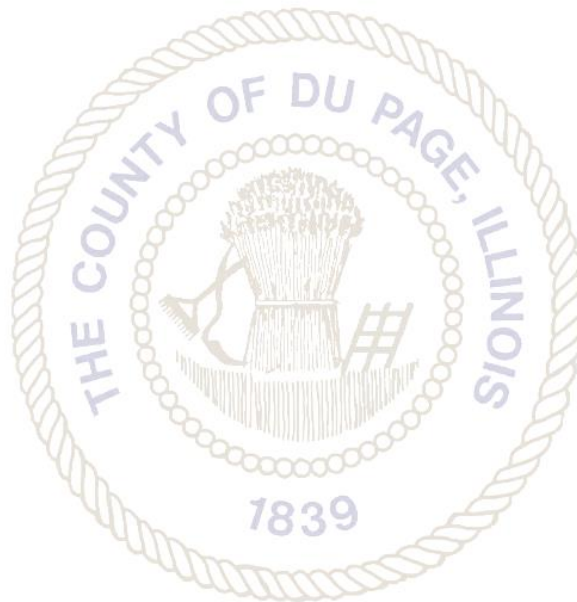


Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (rounded up to nearest dollar amount).
5. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.





REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	RFP#048
COMPANY NAME:	Gewalt Hamilton Associates, Inc.
CONTACT PERSON:	Kevin Tenney
CONTACT EMAIL:	ktenney@gha-engineers.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- Yes
- No

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

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

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

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

- Yes
- No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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

[Ethics | DuPage Co, IL](#)

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

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

Section IV: Certification

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

Printed Name: Arthur J. Penn Signature: 

Title: President Date: 06/17/2026



Public Works Requisition \$30,000.01+

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

File #: PW-P-0017-26

Agenda Date: 6/16/2026

Agenda #: 11.A.

AWARDING RESOLUTION
ISSUED TO SHEFFIELD SAFETY AND LOSS, LLC
TO PROVIDE SAFETY PROGRAM REVIEW FOR VARIOUS DUPAGE COUNTY DEPARTMENTS
FOR PUBLIC WORKS
(CONTRACT TOTAL NOT TO EXCEED \$150,000)

WHEREAS, proposals have been accepted and processed in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Sheffield Safety and Loss, LLC, to provide safety program management for various County Departments as needed, for the period June 25, 2026 through June 24, 2027, for Public Works.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide safety program management for various County Departments as needed, for the period June 25, 2026 through June 24, 2027, for Public Works, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Sheffield Safety and Loss, LLC, 24216 W. Lockport St., Plainfield, Illinois, 60544, for a contract total amount not to exceed \$150,000, per renewal of RFP #25-046-PW. First of three options to renew.

Enacted and approved this 23rd day of June, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: 25-046-PW	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$150,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 06/16/2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$600,000.00
	CURRENT TERM TOTAL COST: \$150,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Sheffield Safety and Loss, LLC	VENDOR #: 39176	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese
VENDOR CONTACT: Paul Wojcieszak	VENDOR CONTACT PHONE: 779-234-9207	DEPT CONTACT PHONE #: 630.985-7400	DEPT CONTACT EMAIL: sean.reese@dupagecounty.gov
VENDOR CONTACT EMAIL: wojcieszak@sheffieldsafety.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract renewal to Sheffield Safety and Loss Company, LLC., for Safety Program Management for various County Departments, for the period of June 25, 2026, to June 24, 2027, for a total contract amount not to exceed \$150,000, per lowest responsible bid #25-046-PW, first of three options to renew.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished A Safety Program Manager is required to review and support County employees in maintaining training schedules and making recommendations for safer work environments.			

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.
RENEWAL OF RFP	

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. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. A request for proposal was sent out for a Safety Program Manager. We received two responsive, responsible bidders that were evaluated. Based off the evaluation criteria, Sheffield Safety and Loss was selected.
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. Renew the contract with Sheffield Safety and Loss Control, LLC for the Safety Program Manager in the amount of \$150,000. 2. Do not award Sheffield Safety and Loss Control and award the second lowest bidder. Not recommended due to the selection committees recommendation and price variation, as well as work that is under way with Safety Program Review for the County. 3. Do not award the Safety Program Manager bid. Not recommended due to the importance of having a Safety Program Manager on call to review safety procedures and manuals.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Sheffield Safety and Loss Control, LLC	Vendor#: 39176	Dept: DuPage County Public Works	Division: Public Works
Attn: Paul Wojciezak	Email: wojciezak@sheffieldsafety.com	Attn: Magda Leonida-Padilla	Email: pwaccountspayable@dupagecount y.gov
Address: 24216 W. Lockport St.	City: Plainfield	Address: 7900 S. Rt. 53	City: Woodridge
State: IL	Zip: 60544	State: IL	Zip: 60517
Phone: 773-525-5532	Fax:	Phone: 630-985-7400	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same As Above	Vendor#: Same As Above	Dept: Same As Above	Division: Same As Above
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 25, 2026	Contract End Date (PO25): Jun 24, 2027
Contract Administrator (PO25): Drew Cormican			

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		PW - Safety Program Manager	FY26	2000	2665	53090		10,000.00	10,000.00
2	1	EA		PW - Safety Program Manager	FY27	2000	2665	53090		15,000.00	15,000.00
3	1	EA		SW - Safety Program Manager	FY26	1600	3000	53090		10,000.00	10,000.00
4	1	EA		SW - Safety Program Manager	FY27	1600	3000	53090		15,000.00	15,000.00
5	1	EA		DOT - Safety Program Manager	FY26	1500	3510	53090		10,000.00	10,000.00
6	1	EA		DOT - Safety Program Manager	FY27	1500	3510	53090		15,000.00	15,000.00
7	1	EA		FM - Safety Program Manager	FY26	1000	1100	53090		10,000.00	10,000.00
8	1	EA		FM - Safety Program Manager	FY27	1000	1100	53090		15,000.00	15,000.00
9	1	EA		FIN - Safety Program Manager	FY26	1100	1212	53090		25,000.00	25,000.00
10	1	EA		FIN - Safety Program Manager	FY27	1100	1212	53090		25,000.00	25,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 150,000.00

<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



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

CONTRACT RENEWAL AGREEMENT

This contract made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Sheffield Safety & Loss Control, LLC. located at 24216 W. Lockport Street, Plainfield, Illinois 60544, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #25-046-PW which became effective on 6/25/2025 and which will expire 6/24/2026. The contract is subject to the first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 6/24/2027.

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

THE COUNTY OF DUPAGE

CONTRACTOR

SIGNATURE

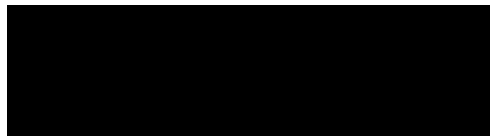
Henry Kocker

PRINTED NAME

Buyer I

PRINTED TITLE

DATE



Paul Wojcieszak

PRINTED NAME

President

PRINTED TITLE

5/18/2026

DATE

PROPOSAL PRICING FORM

Section I: Contact Information

Please complete the contact information below.


BID NUMBER:	25-046-PW
COMPANY NAME:	Sheffield Safety & Loss Control, LLC
CONTACT PERSON:	Paul Wojcieszak
CONTACT EMAIL:	wojcieszak@sheffieldsafety.com

Section II: Pricing

NO.	ITEM	UOM	QTY	PRICE
1	Annual Safety Program Manager services	LS	1	\$ 124,800.00
	GRAND TOTAL (In words)	One hundred and twenty-four thousand, eight hundred dollars and zero cents		

Section III: Certification

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

Printed Name: Paul Wojcieszak Signature: 

Title: President Date: 5-9-25



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

SIGNATURE PAGE

Section I: Contact Information


Please complete the contact information below.

QUOTE NUMBER:	SAFETY PROGRAM MANAGER 25-046-PW
COMPANY NAME:	Sheffield Safety & Loss Control, LLC
CONTACT PERSON:	Paul Wojcieszak
CONTACT EMAIL:	wojcieszak@sheffieldsafety.com

Section II: Certification

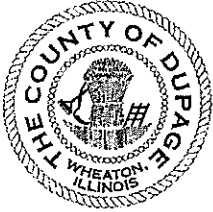
By signing below, the Bidder agrees to provide the service, and/or supplies as described in this quote and subject, without limitation, to all specifications, terms, and conditions herein contained. Further, the Bidder acknowledges receipt of any addendum issued.

Printed Name: Paul Wojcieszak

Signature: 

Title: President

Date: 5-5-25



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

PROPOSAL FORM

Section I: Contact Information

Complete the contact information below.

RFP NUMBER:	SAFETY PROGRAM MANAGER 25-046-PW
COMPANY NAME:	Sheffield Safety & Loss Control, LLC
MAIN ADDRESS:	24216 W Lockport Street
CITY, STATE, ZIP CODE:	Plainfield, IL 60544
TELEPHONE NO.:	779-234-9207
CONTACT PERSON:	Paul Wojcieszak
CONTACT EMAIL:	wojcieszak@sheffieldsafety.com

Section III: Certification

The undersigned certifies that they are:

- The Owner or Sole Proprietor
 A Member authorized to sign on behalf of the Partnership
 An Officer of the Corporation
 A Member of the Joint Venture

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

<u>Paul Wojcieszak</u> (President or Partner)	<u>Dave Cherven</u> (Vice-President or Partner)
<hr/> (Secretary or Partner)	<hr/> (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto.

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

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

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

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

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

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

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

PROPOSAL AWARD CRITERIA

The Offeror acknowledges and agrees that the proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

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

By signing below, the Offeror agrees to the terms of this Proposal Form and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Offeror: Paul Wojcieszak

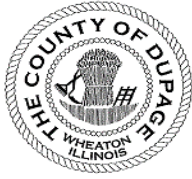
Signature



Title: President

Date:

5-5-25



**THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
SAFETY PROGRAM MANAGER 25-046-PW
BID TABULATION**

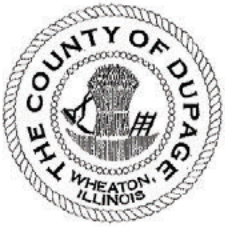
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Criteria	Available Points	Sheffield Safety and Loss Control, Inc.	Hygieneering, Inc.
Firm Qualifications	30	28	26
Key Qualifications	25	23	22
Project Understanding	25	24	21
Price	20	20	17
Total	100	96	86

Fee and Rate Proposal (Design Only)	\$ 124,800.00	\$ 148,050.00
Percentage of points	100%	84%
Points awarded (wtd against lowest price)	20	17

NOTES
 1. John Newquist has been deemed nonresponsive for not including required document(s).
 2. National Safety Consulting has been deemed nonresponsive for not including required document(s).
 3. Virtelligence, Inc. has been deemed nonresponsive for not including required document(s).

RFP Posted on 4/24/2025	DW, BR, SR
Bid Opened On 5/9/2025, 10:00 A.M. by	
Invitations Sent	162
Total Requesting Documents	1
Total Bid Responses Received	5



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-046-PW
COMPANY NAME:	Sheffield Safety & Loss Control, LLC
CONTACT PERSON:	Paul Wojcieszak, President
CONTACT EMAIL:	wojcieszak@sheffieldsafety.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- Yes
- No

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

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

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

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

Yes

No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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

[Ethics | DuPage Co, IL](#)

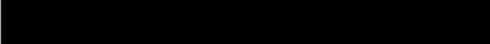
The full text of the County's Procurement Ordinance is available at:

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

Section IV: Certification

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

Printed Name: Paul Wojcieszak

Signature: 

Title: President

Date: 5/18/2026