



DU PAGE COUNTY

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

Stormwater Management Committee Regular Meeting Agenda

Tuesday, May 6, 2025

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. [25-1119](#)

Stormwater Management Regular Meeting Minutes - April 1, 2025

6. **CLAIMS REPORTS**

6.A. [25-1145](#)

Schedule of Claims - April 2025

7. **STAFF REPORTS**

7.A. [25-1159](#)

Stormwater Management May 2025 Program and Event Update

7.B. [25-1169](#)

Stormwater Management April 2025 E-Newsletter.

8. **ACTION ITEMS**

8.A. [SM-P-0008-25](#)

Recommendation for the approval of a contract purchase order to Currie Motors Frankfort, Inc., to furnish and deliver one new Ford Explorer Active (K8D), for Stormwater Management, for the period of May 13, 2025 through November 30, 2025, for a contract total not to exceed \$41,754. Contract pursuant to the Intergovernmental Cooperation Act (SPC Contract #231).

8.B. [SM-P-0015-25](#)

Recommendation for the approval of a contract purchase order to Sutton Ford Inc., to furnish and deliver one (1) new Ford F350 4x4 Crew Chassis Cab, for Stormwater Management, for the period of May 13, 2025 through November 30, 2025, for a contract total not to exceed \$80,545. Contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (Suburban Purchasing Cooperative Contract #222).

8.C. [SM-P-0009-25](#)

Recommendation for the approval of a contract issued to GSG Consultants, Inc., for On-Call Geotechnical and Engineering services, for Stormwater Management, for the period of May 13, 2025 through November 30, 2025, for a contract total amount not to exceed \$45,000. Professional Services (Architects, Engineers, and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

8.D. [SM-P-0010-25](#)

Recommendation for the approval of a contract issued to Environmental Consulting & Technology, Inc., for Professional Engineering Services for hydrologic modeling and floodplain mapping services, for Stormwater Management, for the period of May 13, 2025 through November 30, 2026, for a contract total not to exceed \$50,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/ et seq.

8.E. [SM-R-0003-25](#)

Rescission of Requisition 25-0588, issued to Property First, to provide security at the Elmhurst Quarry Flood Control Facility, for Stormwater Management. (Contract total amount of \$19,764)

8.F. [25-1154](#)

Recommendation for the approval of an agreement between the County of DuPage and Blueline Security Group, Inc., for security at the Elmhurst Quarry Flood Control Facility, for Stormwater Management, for the period May 6, 2025 to March 31, 2027, for a contract total not to exceed \$29,930; per bid award #25-016-SWM.

8.G. [SM-R-0004-25](#)

Additional Appropriation for the Illinois Environmental Protection Agency 2023 Section 319(h) Nonpoint Source Pollution Control Financial Assistance Program. Company 5000 - Accounting Unit 3065. In the amount of \$472,452.12.

8.H. [SM-R-0005-25](#)

Approval of an Intergovernmental Agreement between the County of DuPage, Illinois and Winfield Park District, for the Winfield Creek Streambank Stabilization Project. (WQIP Grant)

8.I. [SM-P-0012-25](#)

Recommendation for the approval of a contract purchase order to Semper Fi Landscaping, Inc., for Professional Services for the Winfield Creek Streambank Stabilization Project, for Stormwater Management, for the period May 13, 2025 to November 30, 2030, for a contract total not to exceed \$612,015.97; per lowest responsible bid #25-038-SWM.

8.J. [SM-P-0013-25](#)

Recommendation for the approval of a contract to Civil & Environmental Consultants, Inc., for on-call land surveying services, for Stormwater Management, for the period of May 13, 2025 to November 30, 2025, for a contract total amount not to exceed \$50,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-bases selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

8.K. [SM-P-0016-25](#)

Approval of an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Itasca, for the Schiller Street Basin Enhancement Project, for the period of May 13, 2025 through November 30, 2026, for an amount not to exceed \$100,000.

8.L. [25-1092](#)

SM-P-0310A-22 - Amendment to Resolution SM-P-0310-22, issued to Cemcon, Ltd., for Engineering Services for Hydraulic Modeling and Floodplain Mapping Services for the Ferry Creek Watershed, for an extension of the contract from June 30, 2025 to November 30, 2025, and a contract increase in the amount of \$45,000, resulting in an amended contract total amount not to exceed \$140,000, an increase of 47.37%.

8.M. [25-1099](#)

Travel Request - Stormwater Management Staff member to attend an Annual Meetings in Providence RI, from July 14, 2025 through July 18, 2025. Expenses to include transportation, lodging, miscellaneous expenses (parking, mileage, etc.), and per diems for approximate total of \$2,860.

9. INFORMATIONAL**9.A. [PW-P-0009-25](#)**

Recommendation for the approval of a contract purchase order to Federal Signal Corporation, DBA Standard Equipment Company, for a Vactor 2100 plus Combination Sewer Cleaner, for Public Works and Stormwater, for the period of April 22, 2025 to April 21, 2026, for a total contract amount not to exceed \$705,577 (\$555,577 Public Works and \$150,000 Stormwater). Contract pursuant to the Intergovernmental Cooperation Act, per the Sourcewell Agreement # 101221-VTR.

10. PRESENTATION

10.A. SCARCE for Sustainable Design Challenge Awards

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



Minutes

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

File #: 25-1119

Agenda Date: 5/6/2025

Agenda #: 5.A.



DU PAGE COUNTY

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

Stormwater Management Committee Final Summary

Tuesday, April 1, 2025

7:30 AM

County Board Room

1. CALL TO ORDER

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

2. ROLL CALL

Member Pojack joined remotely at 7:30 AM. A motion was made by Member DeSart and seconded by Member Evans for Members to participate remotely. Upon a voice vote, the motion passed with all ayes.

Additional County Board Members Present:
Member Deacon-Garcia

RESULT:	APPROVED
PRESENT	Brummel, DeSart, Eckhoff, Evans, Hinterlong, Honig, and Zay
ABSENT	Nero, Pulice, Tornatore, and Yusuf
REMOTE	Pojack

MOTION TO ALLOW REMOTE PARTICIPATION

3. CHAIRMAN'S REMARKS - CHAIR ZAY

No remarks were offered.

4. PUBLIC COMMENT

The following individuals made public comment:

Kay McKeen - SCARCE update.

5. APPROVAL OF MINUTES

5.A. [25-0806](#)

Stormwater Management Regular Meeting Minutes - March 4, 2025

RESULT:	APPROVED
MOVER:	Lucy Evans
SECONDER:	Dawn DeSart

6. CLAIMS REPORTS

6.A. [25-0792](#)

Schedule of Claims - March

RESULT:	APPROVED
MOVER:	Andrew Honig
SECONDER:	Lucy Evans

7. STAFF REPORTS

7.A. [25-0821](#)

2025 March Stormwater Management Current E-Newsletter

RESULT:	APPROVED
MOVER:	David Brummel
SECONDER:	Andrew Honig

7.B. [25-0822](#)

2025 April Statement Management Program and Events Update.

RESULT:	APPROVED
MOVER:	David Brummel
SECONDER:	Andrew Honig

7.C. [25-0823](#)

2025 Sustainable Design Challenge.

RESULT:	APPROVED
MOVER:	David Brummel
SECONDER:	Andrew Honig

8. ACTION ITEMS

8.A. [SM-R-0001-25](#)

Intergovernmental Agreement between The Naperville Park District and The County of DuPage, for the Intergovernmental Cooperation & Utilization of available resources for the Riverwalk Project.

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

8.B. [SM-R-0002-25](#)

Intergovernmental Agreement Between the County of DuPage, Illinois and the Village of Winfield for the Winfield Creek Stream Restoration Project.

RESULT:	APPROVED AT COMMITTEE
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MOVER:	Andrew Honig
SECONDER:	David Brummel

8.C. [SM-P-0007-25](#)

Recommendation for the approval of an agreement between the County of DuPage and Pizzo and Associates, Ltd., to provide professional native vegetation management services, for Stormwater Management, for the period of May 1, 2025 through April 30, 2026, for a contract total amount not to exceed \$100,000; per renewal under RFP #23-021-SWM. Second of three optional renewals.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Lucy Evans

9. INFORMATIONAL

9.A. [25-0627](#)

Recommendation for the approval of a contract purchase order to Verizon Wireless, for wireless tablet and machine-to-machine services, for Information Technology, Department of Transportation, and Stormwater, for the period of February 1, 2025 to September 30, 2025, for a total contract amount not to exceed \$24,300, in compliance with Governmental Joint Purchasing ACT, 30 ILCS 525/2 (State of Illinois Master Contract #CMS793372P).

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Dawn DeSart
SECONDER:	Lucy Evans

10. OLD BUSINESS

The following members made comment:

Member Deacon-Garcia asked for an update on St. Joseph's Creek. Director Hunn provided the update. Director Hunn also provided an update on the Elmhurst Quarry pumps.

11. NEW BUSINESS

No new business was discussed.

12. ADJOURNMENT

With no further business, the meeting was adjourned at 7:42 AM.



Payment of Claims

421 N. COUNTY FARM
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WHEATON, IL 60187
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File #: 25-1145

Agenda Date: 5/6/2025

Agenda #: 6.A.

DUPAGE COUNTY STORMWATER MANAGEMENT
SCHEDULE OF CLAIMS
Apr-24

Vendor	Service	Amount
AT & T	Phone Services	\$56.47
AT & T	Phone Services	\$55.37
Home Depot	Various supplies	\$79.40
Home Depot	Screwdriver set	\$22.97
Home Depot	Various supplies	\$77.79
Home Depot	Various supplies	\$64.88
Nicor	800 N River Rd Natural Gas Service	\$161.72
SCARCE	Prof. Services	\$7,083.33
Standard Equipment	Various supplies	\$1,154.14
USPS	Postage charges for Feb. 2025	\$14.47
Accela	Renewal 2/21/25-2/20/26	\$25,000.00
A & W Trailer	Haul about Trailer	\$5,248.00
AT & T	Ethernet services	\$1,895.11
B & H Photo	Memory cards	\$1,432.64
Warehouse Direct	Tissues	\$71.79
A & W Trailer	Trailer jack foot	\$9.99
Alta Equipment	Fuse for E3	\$15.34
Amazon	Safety cones	\$188.10
Burris Equipment	Drum anvil	\$219.75
Comcast	Ethernet services	\$375.29
Comcast	Ethernet services	\$375.29
ComEd	0E River Rd. 3N034 Electric service	\$397.87
ComEd	4013 Washington - Electric Services	\$34.70
Hoosier Crane	Crane inspections	\$600.00
AT & T	Phone Services	\$83.96
Auto Zone	Oil/Tire valves	\$49.10
Black & Veatch	Prof. Engineering	\$7,006.96
Cummins	Repairs SWM #65	\$2,630.88
ERA	Floodplain Mapping	\$3,958.50
Home Depot	Tools	\$267.69
Home Depot	Various equipment	\$154.36
Home Depot	Bucket/lids	\$41.78
MSI	Lath/stakes	\$65.45
AT & T	Phone Services	\$81.83
AT & T	Phone Services	\$54.54
AT & T	Phone Services	\$93.05
AT & T	Phone Services	\$101.61
AT & T	Phone Services	\$56.83
Epay charges	Epay Expenses March 2025	\$1,164.93
ERA	Prentiss Creek Watershed	\$3,724.00
AT & T	Phone Services	\$95.37
City of Wooddale	Water/Sewer 301 School St	\$63.63
Nicor	301 School St Natural Gas Service	\$62.32
Martam	Smith & Cambridge Drainage	\$228,950.00

Cemcon	Floodplain Mapping	\$4,238.00
Conservation Foundation	Water Quality Education	\$6,272.40
Cummins	fuel pump/filter #65	\$276.92
DRSC	Workgroup Membership dues	\$38,433.00
ECT	Prof services	\$2,820.00
Harbor Freight	Various tools	\$105.98
Harbor Freight	Safety glasses	\$1.99
Home Depot	Various supplies	\$92.94
Home Depot	Various supplies	\$109.43
Landscape Material	Wheelbarrow	\$244.99
Menards	Various supplies	\$15.93
ODP	Various supplies	\$92.20
On Target Wildlife	Beaver trap/removal	\$2,000.00
Advance Auto	Battery Credit	-\$22.00
Advance Auto	Distributor cap/rotor #E-14	\$60.06
Hydraulic Supply	Hydraulic Hoses	\$268.82
Sarah Hunn	NACo Reimb.	\$100.00
SCARCE	Water Quality Education	\$7,083.33
Trotter & Associates	On-call Engineering	\$1,740.75
AT & T	Phone Services	\$56.49
AT & T	Long Distance Services	\$49.63
Catering with Elegance	Green Infrastructure Seminar Venue	\$750.00
Catering with Elegance	Green Infrastructure Seminar Venue	\$2,156.25
Catering with Elegance	Green Infrastructure Seminar Venue	\$200.00
ComEd	0 S Hagar 1W088 Electric services	\$61.02
ComEd	4013 Washington - Electric Services	\$34.70
ComEd	397 Illini Dr Electric services	\$567.04
ComEd	0 S Irving Park - Electric Services	\$46.03
ComEd	4723 River - Electric Services	\$51.83
ComEd	4525 River - Electric Services	\$44.62
ComEd	4525 Dumoulin - Electric Services	\$86.20
ComEd	4720 Dumoulin - Electric Services	\$91.66
ComEd	701 W Third - Electric Services	\$27.04
ComEd	0 N School - Electric Services	\$1,314.48
ComEd	0 S Hagar 1W088 Electric services	\$56.33
Altorfer	E-24 repair/maint	\$545.65
Catering with Elegance	Pollution Prevention seminar	\$150.00
Catering with Elegance	Pollution Prevention seminar	\$2,150.50
Catering with Elegance	Pollution Prevention seminar	\$500.00
CDW-G	Power Adapter	\$25.82
Conserv FS	Seed Mix	\$297.00
FirstNet AT & T	Cellular services	\$2,211.54
Menards	Driver Set	\$8.99
Signal 88	Security Services	\$1,085.00
Toshiba	Copier Svc- April 2025	\$174.65
Toshiba	Copier Svc- April 2025	\$58.61
Wang Engineering	On-call services	\$12,909.94
A & W Trailer	trailer repair E-19	\$1,297.92
AT & T	Phone services	\$55.51
Burris Equipment	Honda trash pump	\$1,240.00

Nicor Gas	800 N. River Rd Natural Gas Service	\$163.58
V3	On-call Engineering	\$5,090.15
USPS	Postage-Mar 2025	\$140.07
AT & T	Ethernet services	\$1,895.11
AT & T	Phone Services	\$84.10
Flow Technics	chain/quick links	\$862.00
Midwest Office	office chairs	\$1,814.40
ODP	office supplies	\$37.78
ODP	office supplies	\$15.39
On Target Wildlife	Beaver trap/removal	\$1,750.00
Robinson Engineering	On-call Engineering	\$1,098.67
USGS	Joint funding Agreement	\$98,350.00
V3	Native Vegetation Mntce	\$2,208.71
Shonkwiler Appraisers	Appraisal report	\$800.00



Staff Report

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

File #: 25-1159

Agenda Date: 5/6/2025

Agenda #: 7.A.



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services



STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

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

SUBJECT: Stormwater Program Update May 2025

DATE: May 6, 2025

Watershed Planning

Prentiss Creek Watershed Plan:

Data collection and outreach with Prentiss Creek communities and stakeholders has continued through the spring. County staff is researching the accuracy of existing economic data for the watershed, and discussions between staff and our consultant have taken place this month regarding some of the existing watershed conditions. The public flooding questionnaire closed on March 30 to all residents and business owners. The results of the questionnaires are being tabulated by staff, and results will be shared with our consultant. In addition, the existing conditions FEQ model is being updated and results computed for the entire historical series of rainfall events. The first stakeholder meeting is expected to take place later in the spring. The Prentiss Creek Watershed includes portions of Downers Grove, Woodridge, Darien, Lisle, and Unincorporated DuPage County.

Facilities/Operations/ Shared Services Projects

Shared Services/Drainage Projects:

The in-house maintenance crew completed final restoration on a drainage project in unincorporated Bloomingdale Township that was substantially completed in 2024. Proposed projects in Downers Grove Township and Bloomingdale Township are now under permit review.

Facilities/Operations:

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

Staff is working with two contractors awarded bids for installation of a permanent generator at the Armstrong Park Flood Control Facility. We are waiting on a schedule from the contractors for work associated with each project. The schedule will be dictated based on lead times for equipment, some of which are several months.

At the Elmhurst Quarry, Independent Mechanical Industries completed installation of new check valves and associated piping in the West Lobe. The next phase of work will include painting the new components and preparation for installation of the new pumps, followed by installation of a new motor control center.

Staff also held a preconstruction meeting with the low bid contractor for repairs of the Catwalk in the West Lobe. Work is anticipated to begin in the upcoming months, with completion by Fall 2025.

Water Quality

Work continues on the IL EPA funded Watershed-Based Plan for the north half of the West Branch DuPage River, which includes working with a consultant on an HSPF water quality model. The plan is scheduled to be completed by the end of 2025.

Staff conduct inspections of stormwater outfalls throughout the county to detect illicit discharges. The current schedule includes outfall inspections in one major watershed per year. In 2025, Stormwater Management staff will conduct outfall monitoring of Salt Creek. These inspections consist of a visual screening of storm sewer outfalls followed by chemical field testing as necessary. In the event of a suspected illicit discharge, staff will contact the municipality to cooperate on tracing and enforcement.

Regulatory

Spring has brought a surge in application submittals and reviews, keeping our team actively engaged. Progress also continues on the updated Stormwater Ordinance Guidance Document.

ARPA Projects

Two construction contracts for the St. Joseph Creek Condominiums flood gate and flood wall projects were awarded to Copenhagen Construction, as the low bid contractor for both contracts. A few trees were removed in March, which were necessary for construction. The contractor is expected to be on site in April to begin demolition in anticipation of flood gate installation in May.

IEPA Section 319 Grant Project

As an initiative of the Water Quality program, stormwater management staff applied for and received a Section 319 Water Quality Grant from the Illinois Environmental Protection Agency (IEPA). The Winfield Creek/Campus Stream Stabilization Project has been designed, permitted, and bid. The bid opening took place in April, with the lowest responsible bidder identified as Semper Fi Landscaping, Ltd. A notice to proceed is expected to be issued shortly after the bid award at the May Stormwater Committee and County Board meetings. When complete, portions of Winfield Creek that traverses through campus will have rock line streambanks, water quality improvements including native plantings, and stabilized outfalls from nearby storm sewer that discharges into the creek

Upcoming DuPage County Stormwater Management (SWM) Events

Date	Time	Event	Location	Host Organization	SWM Involvement	Audience	Register/Info
4/29/2025	6PM-8PM	C@H Design Workshop	Community Bank of Elmhurst	TCF	Sponsor	General Public	More Info
4/30/2025	8:30AM-3PM	Water Immersion Day	Jay Stream Elementary	Jay Stream E.S./SCARCE	Speaker	Private	N/A
5/3/2025	9AM-12PM	SCARCE Growin' Green Garden Market	SCARCE	<-	Vendor	General Public	More Info
5/22/2025	3:30PM-7:00PM	Bensenville Public Works Open House	Bensenville Public Works	<-	Vendor	General Public	More Info
6/4/2025	3PM-4PM	Churchill Woods Tour	Churchill Woods Forest Preserve	TCF	Presenter	General Public	TBA
6/12/2025	3:30PM-6:30PM	Wood Dale Public Works Open House	Wood Dale	<-	Vendor	General Public	More Info



Staff Report

421 N. COUNTY FARM
ROAD
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File #: 25-1169

Agenda Date: 5/6/2025

Agenda #: 7.B.

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DuPage County Stormwater Management News & Updates

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April 2025

[View this email in your browser](#)



DuPage County, SCARCE Host Sustainable Design Challenge



A student team from Glenbard East High School presents their Sustainable Design project to a panel of environmental professionals, including SWM staff.

Students from DuPage County high schools displayed their green building projects to the public at the 19th annual Sustainable Design Challenge on April 15. Sponsored by DuPage County Stormwater Management, SCARCE coordinates the event, which encourages students to construct building and landscape models using environmental and water-friendly design practices. Participating high schools included Glenbard East (Lombard), Lake Park (Roselle), Hinsdale Central (Hinsdale), and Metea Valley (Aurora).

Equipment Upgrades Underway at Elmhurst Quarry Flood Control Facility



A panel opens at the Quarry to show the newly installed check valves and piping, which are critical to efficient operation.

SWM is working with a contractor to complete essential equipment upgrades at the Elmhurst Quarry Flood Control Facility. Workers have been inside the West Lobe platform replacing the check valves and piping. Once work is completed, the Quarry will have a new motor control center that operates three new pumps. The pumps being replaced have been in operation since the Quarry was originally converted into a flood control facility in the mid 1990's, and are now reaching the end of their service life.

Registration Open for Advanced Wetland Plant ID Course

SWM is once again hosting a three-day Wetland Plant Identification Course from June 16 to June 18. The course is intended for government agencies, restoration professionals, wetland consultants and others interested in advanced plant identification. The class will be held in the field at various forest preserves across DuPage, Cook and Lake Counties, and taught by famed Illinois botanist Chris Benda. The course costs \$650. If you are interested in attending, please contact Nick Assell at nick.assell@dupagecounty.gov for more details.

Around Town

On Earth Day this week, SWM staff hosted a group of A.P. Environmental Science students for a tour of the Elmhurst Quarry. The students, from Glenbard West, got an in-depth understanding of the engineering and ecological factors at play when operating the Quarry.

That same day, SWM Chair Jim Zay and Committee Member Grant Eckhoff helped present an Earth Day proclamation during the County Board meeting. A celebration of all the county initiatives that promote a clean DuPage, Chair Zay talked about the Sustainable Design Challenge and DuPage River Sweep.



High school students look out over the west lobe of the Elmhurst Quarry Flood Control Facility.

Upcoming Events

Warrenville Arbor Day Event

Saturday, April 26, 2024, 10:00 A.M. - 12:00 P.M.

Warrenville's Arbor Day celebration offers residents an opportunity to learn about the correct way to mulch trees, how to maintain their lawn without pesticides, and composting. Vendors, including SWM, will provide educational information regarding native plants, local wildlife, proper recycling techniques, and more. This event will take place at the Warrenville Park District Recreation Center (3S260 Warren Ave.).

[More Info](#)

Conservation@Home: Garden Design Workshop for Homeowners

Tuesday, April 29, 2025, 6:00 P.M. - 7:30 P.M.

Transform your yard! Create a beautiful, sustainable outdoor space that supports wildlife and saves money. In this free, interactive short workshop hosted at the Community Bank of Elmhurst, Amy Phillips, DuPage County Programs Director at The Conservation Foundation, will show you tips and tricks for how to design a landscape that conserves water, attracts birds and butterflies, and reduces environmental impact through smart, native plantings and eco-friendly practices.

[Register Here](#)

SCARCE Growin' Green Garden Market

Saturday, May 3, 2025, 9:00 A.M. - 1:00 P.M.

Join SCARCE at their annual Growin' Green Garden Market. Since 2014, the garden market has been the premier eco-friendly garden fair in DuPage County, featuring several environmentally conscious vendors and activities, including SWM staff discussing water quality-friendly practices and initiatives. Free to the public, it will be held outdoors at 800

South Rohlwing Road (IL Route 53) in Addison.

[More Info](#)

Bensenville Public Works Open House

Thursday, May 22, 2025, 3:30 P.M. - 7:00 P.M.

Join Bensenville Public Works for a behind-the-scenes look at the skills, tools, and equipment required to maintain the Village's infrastructure. At this family fun-filled event, you can participate in activities and visit booths to learn more about Public Works departments: Water, Streets/Forestry, Wastewater, Fleet & Building Services, Stormwater, and Engineering.

[More Info](#)



Stormwater Management Planning Committee

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

David Brummel | Dawn DeSart | Lucy Chang Evans

Grant Eckhoff | Andrew Honig

Paul Hinterlong | Steve Nero | Chester Pojack

Nunzio Pulice | Sam Tornatore | Asif Yusuf

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Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0008-25

Agenda Date: 5/6/2025

Agenda #: 8.A.

AWARDING RESOLUTION ISSUED TO
CURRIE MOTORS FRANKFORT, INC.
FOR THE PURCHASE OF ONE (1) FORD EXPLORER ACTIVE (K8D)
FOR STORMWATER MANAGEMENT
(CONTRACT TOTAL AMOUNT \$41,754)

WHEREAS, proposals have been taken and evaluated in accordance with County Board policy; and

WHEREAS, the Stormwater Management Committee recommends County Board approval for the issuance of a contract to Currie Motors Frankfort, Inc., for the purchase of one (1) Ford Explorer Active (K8D), for the period of May 13, 2025 through November 30, 2025, for Stormwater Management.

NOW, THEREFORE BE IT RESOLVED, that said contract is for the purchase of one (1) Ford Explorer Active (K8D), for the period of May 13, 2025 through November 30, 2025 for the Stormwater Management per SPC Contract #231, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Currie Motors Frankfort, Inc., 9423 W. Lincoln Highway, Frankfort, IL 60423, for a contract total amount of \$41,754.

Enacted and approved this 13th Day of May, 2025 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

General Tracking		Contract Terms	
FILE ID#: SM-P-0008-25	RFP, BID, QUOTE OR RENEWAL #: SPC Contract #231	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$41,754.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 05/06/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$41,754.00
	CURRENT TERM TOTAL COST: \$41,754.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Currie Motors Frankfort, Inc.	VENDOR #: 12434	DEPT: Stormwater Management	DEPT CONTACT NAME: Sarah Hunn
VENDOR CONTACT: Nic Cortellini	VENDOR CONTACT PHONE: 815-464-9200	DEPT CONTACT PHONE #: 630-407-6676	DEPT CONTACT EMAIL: sarah.hunn@dupagecounty.gov
VENDOR CONTACT EMAIL: ncortellini@curriemotors.com	VENDOR WEBSITE:	DEPT REQ #:	

Overview

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 purchase order to Currie Motors Frankfort Inc., to furnish and deliver one (1) New Ford Explorer Active (K8D) for the Stormwater Management, for a contract total not to exceed \$41,754.00; Contract pursuant to the Intergovernmental Cooperation Act Suburban Purchasing Cooperative (SPC) Contract #231.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

The DuPage County vehicle replacement policy requires that a vehicle be in service a minimum of 12 years or have a minimum of 150,000 miles, and/or must be assessed by a mechanic prior to being considered for replacement. This vehicle meet criteria and DOT recommends replacement.

This vehicle will replace SWM-25.

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.

COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. This contract was setup using the Suburban Purchasing Cooperative Contract #231.
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. DOT staff recommends issuing a purchase order to Currie Motors, using Suburban Purchasing Cooperative Contract #231. 2. The Suburban Purchasing Cooperative Contract #231 has proven to be cost savings over going out for bid locally.

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: Currie Motors Frankfort, Inc.	Vendor#: 12434	Dept: Stormwater Management	Division:
Attn: Nic Cortellini	Email: ncortellini@curriemotors.com	Attn: Sarah Hunn	Email: sarah.hunn@dupagecounty.gov
Address: 9423 W. Lincoln Hwy	City: Frankfort	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60423	State: IL	Zip: 60187
Phone: 815-464-9200	Fax:	Phone: 630-407-6676	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Currie Motors Frankfort Inc.	Vendor#: 12434	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: same as above.	City:	Address: 180 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 13, 2025	Contract End Date (PO25): Nov. 30, 2025

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	K8D	Ford Explorer Active (License & Title Included)	FY25	1600	3000	54120		41,754.00	41,754.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 41,754.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver one (1) New Ford Explorer Active for the Stormwater Management.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Nic Cortellini, William Bell, Sarah Hunn, DOTFinance@dupagecounty.gov and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

Prepared for: DuPage County (SPC #231)

2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 555



Client Proposal

Prepared by: Nic Cortellini

Office: 815-464-9200

Email: ncortellini@curriemotors.com

Quote ID: 2025-LL

Date: 03/28/2025

Suburban Purchasing Cooperative Contract #231



Currie Motors Ford of Valpo | 2052 Northland Drive, Valparaiso, Indiana, 463855439

Office: 219-464-3523

Prepared for:

DuPage County (SPC #231)

Prepared by: Nic Cortellini

03/28/2025



Currie Motors Ford of Valpo | 2052 Morthland Drive Valparaiso Indiana | 463855439

2025 Explorer 4dr 4x4 Active (K8D)Price Level: 555 | Quote ID: 2025-LL

Warranty

Standard Warranty*Basic Warranty*

Basic warranty	36 months/36,000 miles
----------------	------------------------

Powertrain Warranty

Powertrain warranty	60 months/60,000 miles
---------------------	------------------------

Corrosion Perforation

Corrosion perforation warranty	60 months/unlimited
--------------------------------	---------------------

Roadside Assistance Warranty

Roadside warranty	60 months/60,000 miles
-------------------	------------------------

Accessories Warranty

Accessories warranty	36 months/36,000 miles
----------------------	------------------------

Prepared for:

DuPage County (SPC #231)

Prepared by: Nic Cortellini

03/28/2025



Currie Motors Ford of Valpo | 2052 Northland Drive Valparaiso Indiana | 463855439

2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 555 | Quote ID: 2025-LL

Major Equipment

(Based on selected options, shown at right)

10-speed automatic

Exterior: Oxford White

Interior: Dark Gray/Onyx w/Unique Heated
Cloth Captain's Chairs* 18 x 7.5-inch front and rear silver aluminum
wheels

* P255/65R18 AS BSW front and rear tires

* Lock-up transmission

* Stainless steel quasi-dual exhaust

* Lead acid battery

* Fuel tank capacity: 18.60 gal.

* Driver selectable drivetrain mode

* Steering wheel mounted audio controls

* 13.2 inch primary display

* AM/FM/satellite

* External memory control

* Internet radio capability

* Vehicle body length: 198.8"

* Interior cargo length: 84.1 "

* Trip computer

* Power door mirrors

* Manual folding door mirrors

* LED daytime running lights

* Deep tinted windows

* Class III tow rating

* Overdrive transmission

* Transmission electronic control

* All-speed ABS and driveline traction control

* Battery run down protection

* Auto stop-start engine

* Integrated navigation system with voice
activation

* Bluetooth wireless audio streaming

* SiriusXM AM/FM/Satellite radio

* Seek scan

* Internal storage capability

* 3 month satellite trial subscription

* Wheelbase: 119.1"

* Standard ride suspension

* Rear window defroster

* Heated driver and passenger side door mirrors

* DRL preference setting

* LED brake lights

* Variable intermittent front windshield wipers

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE \$41,785.00

Equipment Group 200A Standard Package N/C

Engine: 2.3L EcoBoost I-4 Included

Transmission: 10-Speed Automatic Included

3.58 Non-Limited Slip Rear Axle Included

Tires: P255/65R18 AS BSW Included

Wheels: 18" Sparkle Silver-Painted Aluminum Included

Unique Heated Cloth Captain's Chairs Included

Monotone Paint Application STD

119.1" Wheelbase STD

Radio: AM/FM Stereo Included

50 State Emissions System STD

Oxford White N/C

Dark Gray/Onyx w/Unique Heated Cloth Captain's Chairs N/C

Front & 2nd Rows Floor Liners w/o Carpet Floor Mats \$160.00

Front License Plate Bracket N/C

SUBTOTAL \$41,945.00

Destination Charge \$1,595.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

DuPage County (SPC #231)

Prepared by: Nic Cortellini

03/28/2025



Currie Motors Ford of Valpo | 2052 Northland Drive Valparaiso Indiana | 463855439

2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 555 | Quote ID: 2025-LL

Major Equipment

- * Speed sensitive wipers
- * Dual-zone front climate control
- * Cloth rear seat upholstery
- * Driver front impact airbag
- * Passenger front impact airbag
- * Airbag occupancy sensor
- * AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- * SecuriLock immobilizer
- * 50-50 folding third-row passenger seat
- * Manual fold into floor third-row seat
- * Manual third-row head restraint control
- * Third-row bench seat
- * Manual reclining second-row seats
- * Front facing rear seat
- * Second-row seats with manual fore and aft
- * Manual rear seat head restraint control
- * Second-row outboard-only mounted armrests
- * Driver seat with 8-way directional controls
- * Height adjustable front seat head restraints
- * Front seat center armrest
- * Power height adjustable driver seat
- * Power driver seat cushion tilt
- * Automatic climate control
- * Rear under seat climate control ducts
- * Carpet third-row seatback upholstery
- * Seat mounted side impact driver airbag
- * Seat mounted side impact front passenger airbag
- * 7 airbags
- * Manual rear child safety door locks
- * Fixed third-row seats
- * Front facing third-row seat
- * Height adjustable third-row head restraints
- * 2 third-row head restraints
- * Fixed second-row seats
- * Second-row captains' chairs
- * Fold forward second-row seatback
- * Height adjustable rear seat head restraints
- * 2 rear seat head restraints
- * Bucket front seats
- * Front passenger seat with 4-way directional controls
- * Manual front seat head restraint control
- * Power reclining driver seat
- * Power driver seat fore/aft control
- * Manual reclining passenger seat

As Configured Vehicle

MSRP

TOTAL**\$43,540.00**

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Prepared for:

DuPage County (SPC #231)

Prepared by: Nic Cortellini

03/26/2025



Currie Motors Ford of Valpo | 2052 Morthland Drive Valparaiso Indiana | 463855439

2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 555 | Quote ID: 2025-LL

Major Equipment

- | | |
|--|---|
| * Power height adjustable control passenger seat | * Power passenger seat fore/aft control |
| * Cloth front seat upholstery | * Cloth front seatback upholstery |
| * Driver seat with 2-way power lumbar | * Heated driver and front passenger seats |
| * 4-wheel disc brakes | * 4-wheel antilock (ABS) brakes |
| * Electronic parking brake | * Brake assist system |
| * Hill Descent Control | * Hill Start Assist |

Fuel Economy

City
20 mpg



Hwy
27 mpg

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

DuPage County (SPC #231)

Prepared by: Nic Cortellini

03/28/2025



Currie Motors Ford of Valpo | 2052 Morthland Drive Valparaiso Indiana | 463855439

2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 555 | Quote ID: 2025-LL

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K8D	Base Vehicle Price (K8D)	\$41,785.00
Packages		
200A	Equipment Group 200A Standard Package <i>Includes:</i> - Engine: 2.3L EcoBoost I-4 <i>Includes auto start-stop technology.</i> - Transmission: 10-Speed Automatic - 3.58 Non-Limited Slip Rear Axle - Tires: P255/65R18 AS BSW - Wheels: 18" Sparkle Silver-Painted Aluminum - Unique Heated Cloth Captain's Chairs <i>Includes 10-way power driver (power function for tilt, lumbar and recline) and 4-way power passenger with manual recline.</i> - Radio: AM/FM Stereo <i>Includes MP3 capability, 6 speakers, speed-compensated volume, SiriusXM with 360L and 3-month prepaid subscription (service is not available in Alaska and Hawaii), Ford digital experience with 13.2" color LCD touchscreen in IP center-stack, Alexa built-in, Google Assistant, Google Maps and Google Play, pinch-to-zoom capability, 911 Assist, Apple CarPlay and Android Auto wireless compatibility. Note: SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM customer agreement and privacy policy at http://www.siriusxm.com/ for full terms and how to cancel, which includes online methods or calling 1-866-635-2349. Available in the 48 contiguous United States, D.C., and Puerto Rico (with coverage limits and capable receiver). Visit http://www.siriusxm.com/FAQS for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.</i>	N/C
Powertrain		
99H	Engine: 2.3L EcoBoost I-4 <i>Includes auto start-stop technology.</i>	Included
44T	Transmission: 10-Speed Automatic	Included
STDAX	3.58 Non-Limited Slip Rear Axle	Included
Wheels & Tires		
STDTR	Tires: P255/65R18 AS BSW	Included
STDWL	Wheels: 18" Sparkle Silver-Painted Aluminum	Included
Seats & Seat Trim		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

DuPage County (SPC #231)

Prepared by: Nic Cortellini

03/28/2025

Currie Motors Ford of Valpo | 2052 Morthland Drive Valparaiso Indiana | 463855439

**2025 Explorer 4dr 4x4 Active (K8D)**

Price Level: 555 | Quote ID: 2025-LL

As Configured Vehicle (cont'd)

Code	Description	MSRP
8	Unique Heated Cloth Captain's Chairs <i>Includes 10-way power driver (power function for tilt, lumbar and recline) and 4-way power passenger with manual recline.</i>	Included

Other Options

PAINT	Monotone Paint Application	STD
119WB	119.1" Wheelbase	STD
STDRD	Radio: AM/FM Stereo	Included

Eligible 2025 model-year vehicle receive complimentary access to 3-years of Alexa built-in and 1-year of Ford premium connectivity connected service plan enabling Google Assistant, Google Maps and Google Play which begins on the new warranty start date. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features.

Includes MP3 capability, 6 speakers, speed-compensated volume, SiriusXM with 360L and 3-month prepaid subscription (service is not available in Alaska and Hawaii), Ford digital experience with 13.2" color LCD touchscreen in IP center-stack, Alexa built-in, Google Assistant, Google Maps and Google Play, pinch-to-zoom capability, 911 Assist, Apple CarPlay and Android Auto wireless compatibility. Note: SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM customer agreement and privacy policy at <http://www.siriusxm.com/> www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349. Available in the 48 contiguous United States, D.C., and Puerto Rico (with coverage limits and capable receiver). Visit <http://www.siriusxm.com/FAQS> for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.

16A	Front & 2nd Rows Floor Liners w/o Carpet Floor Mats <i>Deletes standard carpet floor mats.</i>	\$160.00
153	Front License Plate Bracket <i>Standard in states requiring 2 license plates and optional to all others.</i>	N/C

Emissions

425	50 State Emissions System	STD
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Interior Color

8H_02	Dark Gray/Onyx w/Unique Heated Cloth Captain's Chairs	N/C
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Fleet Options

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

DuPage County (SPC #231)

Prepared by: Nic Cortellini

03/28/2025



Currie Motors Ford of Valpo | 2052 Morthland Drive Valparaiso Indiana | 463855439

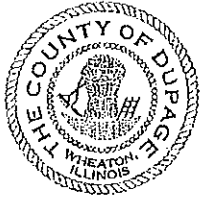
2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 555 | Quote ID: 2025-LL

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$41,785.00
Options	\$160.00
Colors	\$0.00
Upfitting	\$2,838.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,595.00
Subtotal	\$46,378.00
<i>Discount Adjustments</i>	
Discount Adjustments	-\$4,624.00
Total	\$41,754.00

Customer Signature_____
Acceptance Date



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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Currie Motors
CONTACT PERSON:	Nic Cortellini
CONTACT EMAIL:	ncortellini@curriemotors.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

Rev. 1-2025

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

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

☐ Yes

☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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

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

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

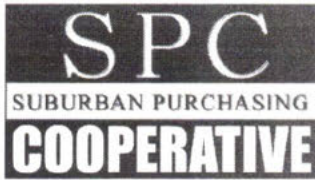
https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

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

Printed Name: Nic Cortellini Signature: 

Title: Commercial Account Manager Date: 03/28/2025



A Joint Purchasing Program For Local Government Agencies

July 29, 2024

Mr. Nicholas Cortellini
Commercial Accounts Manager
Currie Motors Commercial Center
10125 W. Laraway Rd.
Frankfort, IL 60423

Dear Mr. Cortellini,

This letter is to inform you that the Suburban Purchasing Cooperative's Governing Board has approved the award of the SPC Ford Explorer Contract (#231) and Ford F-150 Contract (#232) to Currie Motors, Frankfort, IL based on your response as the lowest responsive, responsible bidder and being in compliance with all bid specification requirements and in the best interest of the SPC.

With the acceptance of this contract, Currie Motors agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded. The duration of the contract is Contract shall be in force from July 29, 2024 through July 28, 2025. The SPC reserves the right to extend the contract for up to (3) three additional one-year terms upon mutual agreement on a negotiated basis.

Currie Motors, Frankfort will handle all billing. Each vehicle will be assessed an administrative fee of \$150.00 per vehicle, which shall be paid directly by the vendor to the SPC on a quarterly basis.

The SPC looks forward to another productive year working with Currie Motors. Please sign and date the agreement below and return an original to my attention and retain a copy for your files.

Sincerely,

Ellen Dayan, CPPB
NWMC Program Manager for Purchasing

Signed: Ellen Dayan

07/29/24

Date

Name

Date

07-29-24

*DuPage Mayors &
Managers Conference*
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

*Northwest Municipal
Conference*
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan
Phone: (847) 296-9200
Fax: (847) 296-9207

*South Suburban Mayors
And Managers Association*
1904 West 174th Street
East Hazel Crest, IL 60429
Kristi DeLaurentiis
Phone: (708) 206-1155
Fax: (708) 206-1133

*Will County
Governmental League*
15905 S. Frederick Street
Plainfield, IL 60586
Cherie Belom
Phone: 815-254-7700



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0015-25

Agenda Date: 5/6/2025

Agenda #: 8.B.

AWARDING RESOLUTION ISSUED TO
SUTTON FORD, INC.
FOR THE PURCHASE OF ONE (1) FORD F350 4X4 CREW CHASSIS CAB
FOR STORMWATER MANAGEMENT
(CONTRACT TOTAL AMOUNT \$80,545)

WHEREAS, proposals have been taken and evaluated in accordance with County Board policy; and

WHEREAS, the Stormwater Management Committee recommends County Board approval for the issuance of a contract to Sutton Ford, Inc., for the purchase of one (1) Ford F350 4x4 Crew Chassis Cab, for the period of May 13, 2025 through November 30, 2025, for Stormwater Management.

NOW, THEREFORE BE IT RESOLVED, that said contract is for the purchase of one (1) Ford F350 4x4 Crew Chassis Cab, for the period of May 13, 2025 through November 30, 2025 for the Stormwater Management per SPC Contract #222, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Sutton Ford Inc., 21315 Central Ave. Matteson, IL 60443, for a contract total amount of \$80,545.

Enacted and approved this 13th Day of May, 2025 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

General Tracking		Contract Terms	
FILE ID#: SM-P-00125	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$80,545.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 05/06/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$80,545.00
	CURRENT TERM TOTAL COST: \$80,545.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Sutton Ford Inc.	VENDOR #: 32600	DEPT: Stormwater Management	DEPT CONTACT NAME: Sarah Hunn
VENDOR CONTACT: Scott Ourednik	VENDOR CONTACT PHONE: 708-720-8040	DEPT CONTACT PHONE #: 630-407-6676	DEPT CONTACT EMAIL: sarah.hunn@dupagecounty.gov
VENDOR CONTACT EMAIL: sourednik@suttonford.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
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 procurement of 1 2025 Ford F-350 4X4 Super Chassis Cab with service body attachment for DuPage County Department of Stormwater Management. The DuPage County vehicle replacement policy requires that a vehicle be in service a minimum of 12 years or have a minimum of 150,000 miles, and/or must be assessed by a mechanic prior to being considered for replacement.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Each year as part of the budget process, The Department of Stormwater Management will assess and recommend vehicles to be replaced for the upcoming fiscal year. Due to supply chain and reduced inventory, the County Board authorized the Public Works Department to move forward with FY2023 through FY2026 vehicle replacement recommendations as soon as contract orders open. The vehicle that is being replaced is a 2016 F-350 Super Duty Utility with about 125,000 miles.			

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. COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. The Department of StormWater Management chose Sutton Ford, pursuant to FI-O-0056-22 and DT-R-0306C-22, one (1) F-350 vehicle replacement purchase order for FY25 for Storm Water Management have been issued to Sutton Ford, Inc. for a total amount of \$80,545.00 with the Suburban Purchasing Cooperative Contract #222. Sutton Ford holds the contract for ordering and was competitively priced against other dealers.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award contract to Sutton Ford, Inc. for \$80,545.00. 2. Do not award contract and cancel order. Not recommended due to the build slot and pricing. 3. Do not award contract and find F-350 on a lot. Not recommended due to the limited availability in the market.

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: Sutton Ford, Inc.	Vendor#: 32600	Dept: Stormwater Management	Division: Stormwater Management
Attn: Scott Ourednik	Email: sourednik@suttonford.com	Attn: Alicia Favela	Email: alicia.favela@dupagecounty.gov
Address: 21315 Central Ave	City: Matteson	Address: 421 N. County Farm Rd	City: Wheaton
State: IL	Zip: 60443	State: IL	Zip: 60185
Phone: 708-720-8040	Fax:	Phone: 630-407-6698	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): May 13, 2025	Contract End Date (PO25): Nov 30, 2025

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		Ford F-350 with service body attachment	FY25	1600	3000	54120		80,545.00	80,545.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 80,545.00

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



COMMERCIAL
& FLEET

SUTTON FORD INC.

21315 CENTRAL AVE.
MATTESON IL 60443

INVOICE

Thursday, April 17, 2025

DATE

PURCHASER'S NAME

DUPAGE COUNTY STORM WATER

STREET ADDRESS

7900 S. ROUTE 53

CITY

WOODRIDGE

STATE

IL

ZIP

60517

BUS PHONE

630-985-7400

PLEASE ENTER MY ORDER FOR THE FOLLOWING

NEW ☒

USED ☐

SUV ☐

TRUCK ☒

CAR ☐

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM	STOCK NO.
2025	FORD	F350	4X4 CREW CHASSIS CAB	WHITE	XL	ORDER
VIN NO.			MILES	SALES REP		Scott Ourednik
2025 FORD F350 4X4 CREW CHASSIS CAB			\$66,915.00	TRADE-IN INFORMATION		
60" CA - 179" WB				MAKE OF USED VEHICLE		
				YEAR		
VEHICLE PAID FOR WHEN DELIVERED TO UPFIT				MODEL		
				VEHICLE IDENT. NO.		
REGIONAL SERVICE BODY UPFIT			\$13,457.00	MILEAGE		
				TRADE VALUE		
SUBTOTAL			\$80,372.00	FLEET SALES INFORMATION		
ELECTRONIC FILING FEE			\$0.00	ORDERING FIN	QB382	
DOCUMENTATION FEE			\$0.00	END USER FIN	QB382	
ILLINIOS SALES TAX 7.25%			\$0.00	SALES TYPE	3	
COUNTY TAX- COOK 1.00%			\$0.00	GPC DISCOUNT		
CITY OF CHICAGO TAX 1.25%			\$0.00	GPC REF #		
COOK COUNTY WHEEL TAX			\$0.00	56A/CPA DISCOUNT		
LICENSE, TRANSFER, TITLE			\$173.00	56M DISCOUNT		
EXTENDED SERVICE CONTRACT			\$0.00	RETAIL REBATE #		
TOTAL PRICE			\$80,545.00			
CASH DOWN PAYMENT			\$0.00			
REBATE			\$0.00			
TOTAL DOWN PAYMENT			\$0.00			
UNPAID CASH BALANCE DUE ON DELIVERY			\$80,545.00			

Purchaser agrees that this Order includes all of terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any price agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby **THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALERS; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED." TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE. THERE WILL BE ADDED THE SUM OF \$303.60 FOR DEALER COSTS AND OVERHEAD FOR ITEM RELATING TO PREPARING, HANDLING AND PROCESSING DOCUMENTS FOR THE MOTOR VEHICLE AND THE CLOSING OF THE TRANSACTION. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS. WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.**

ACCEPTED BY:

PURCHASER'S SIGNATURE

DATE

4/17/2025

ACCEPTED BY:

Scott Ourednik

DEALER OR HIS AUTHORIZED REPRESENTATIVE

DATE

4/17/2025



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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	SUTTON FORD, INC.
CONTACT PERSON:	SCOTT OUREDNIK
CONTACT EMAIL:	SOUREDNIK@SUTTONFORD.COM

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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

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

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

☐ Yes

☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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

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

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

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

Section IV: Certification

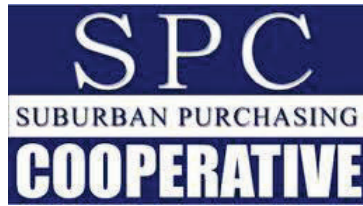
By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: SCOTT OUREDNIK_____

Signature: _____

Title: COMMERCIAL ACCOUNT MANAGER_____

Date: 04/24/2025_____



2025 FORD F350 DRW CHASSIS CONTRACT #222



WWW.SUTTONTRUCKS.COM

CONTACT: SCOTT OUREDNIK

PHONE 708-720-8040

EMAIL: sourednik@suttonford.com

25 FORD F350 REG CAB 4X2 60 CA

BASE PRICE \$47,212



Please enter the following information:

Agency Name & Address	Department of Stormwater Management
	421 North County Farm Road
	Wheaton, Illinois 60184
Contact Name	Sarah Hunn
Contact phone number	630-407-6676
Purchase order number	
Total Dollar amount	\$80,545
Total number of units	1
Tax Exempt #	E9997-4551-03
Delivery Address	17W440 North Frontage Rd
	Darien, Illinois 60561
FIN CODE	QB382

PLEASE SUBMIT P.O. & TAX EXEMPT LETTER WITH VEHICLE ORDER

Sutton Ford Commercial Truck Center

21315 Central Ave

Matteson, IL 60443

Contact : Scott Ourednik

Phone# 708-720-8040

E-Mail: sourednik@suttonford.com

MAJOR PRODUCT CHANGES

OVERVIEW

The 2025 Super Duty® Chassis Cab reinforces the long tradition of F-Series toughness and continues to meet the needs of a multitude of commercial vocations, as well as personal use towing customers. Trademark "Built Ford Tough®" attributes such as capability to get the job done, quality, reliability, power, breadth and depth of product choices are solidly behind Chassis Cab users.

To learn more about the features on this vehicle, go to www.fordsourcebook.com

MODEL/SERIES/AVAILABILITY

- XL, XLT, Lariat

MECHANICAL

- ★ **New/Changed**
- None
- **Deleted**
 - None

EXTERIOR

- ★ **New/Changed**
 - Halogen fog lamps – standard on XLT
- ★ **New Colors**
 - Avalanche (DR)
 - Ruby Red Metallic Tinted Clearcoat (RR)
- **Deleted Colors**
 - Iconic Silver Metallic
 - Rapid Red Metallic Tinted Clearcoat

INTERIOR/COMFORT

- ★ **New/Changed**
 - ActiveX® Seating Material – standard on Lariat
 - Wrapped Steering Wheel – standard on Lariat

SAFETY/SECURITY

- ★ **New/Changed**
 - Ford Security Package (1-year included with activation)
- **Deleted**
 - None

FORD CO-PILOT360™ TECHNOLOGY

- ★ **New/Changed**
 - None

FUNCTIONAL

- ★ **New/Changed**
 - SecuriCode™ keyless entry keypad (DIO)
 - Trailer Brake Controller (52B) – optional on XL; standard on XLT and Lariat
 - Ford Pro Upfit Integration System name changed to Vehicle Integration System 2.0 – standard

PACKAGES

- ★ **New/Changed**
- None

Product Changes and Features Availability

Features, options, and package content subject to change. Please check www.fmcdealer.com for the most current information.

2025 SUPER DUTY® CHASSIS CAB (F-350CC / F-450CC / F-550 / F-600) STANDARD EQUIPMENT

The following features are standard on every 2025 SUPER DUTY® Chassis Cab vehicle:

MECHANICAL

- Brakes – Four-wheel Disc Brakes with Anti-Lock Brake System (ABS)
- Operator Commanded Regeneration (OCR) (6.7L Power Stroke® Diesel Engine Only)
- Transmission Power Take-Off Provision

EXTERIOR

- Doors
 - Two (Regular Cab only)
 - Four (SuperCab/Crew Cab only)
- Fuel Tank
 - 40 gallon aft axle
 - Diesel Exhaust Fluid (DEF) Tank Location:
 - Aft-of-axle fuel tank is paired with the DEF tank located in the mid ship location, between the frame rails.
 - Mid ship fuel tank is paired with the DEF tank located outside of the frame rail
 - Dual tanks are paired with the DEF tank located outside of the frame rail
- Glass
 - Solar-tinted complete (Std. on XL)
 - Privacy (Std. on XLT and Lariat; NA front-seat windows)
- Manual Locking Hub (4x4)
- Scuff plates – front, color-coordinated
- “Three-Blink” lane change signal
- Tow hooks – front, (two) (2)
- Trailer wiring – 7 wire harness w/relays, blunt cut and labeled
- Windshield wipers – intermittent

INTERIOR/COMFORT

- Convenience
 - Coat hooks, LH/RH color-coordinated
 - Dash top tray
 - Dome lamp – LH/RH door activated & I/P switch operated w/delay
 - Handles, grab – driver & front-passenger
 - Handles, roof ride – front-passenger (also over rear-doors on Crew Cab)
 - Map lights – dual (front and rear w/Crew Cab)
 - 12V Powerpoint, auxiliary
- Door-trim – color-coordinated molded w/grab handle & reflector
- Gauges and Meters – Fuel, Transmission Temperature, Engine Coolant Temperature, Oil Pressure (Gas engine) and Turbo (Diesel engine) Gauges; Speedometer, Odometer and Tachometer
- Headliner – color-coordinated cloth
- Instrument panel – color-coordinated w/ glove box, four (4) air registers w/positive shut-off and powerpoint
- Instrumentation Center
 - 4.2” LCD Productivity Screen in IP Cluster (standard on XL and XLT)
 - 12” LCD Productivity Screen in IP Cluster (Standard on Lariat)

INTERIOR/COMFORT (continued)

- Power Equipment Group – 1st row (front-seat) windows w/ one-touch up/down, power 2nd row (rear-seat) windows (Super/Crew Cab); power/door-locks w/backlit switches & accessory delay
- Overhead Console with 6 Upfitter Switches
- Steering – power
- Steering damper

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Airbags
 - Driver and Passenger frontal and side airbag/curtain
 - Passenger side airbag deactivation switch
- Child tethers (Regular Cab front-passenger and all rear-seating positions)
- Lamps – LED Roof marker/clearance
- Safety Belts
 - Belt-Minder® (front safety belt reminder) – chime and flashing warning lights on I/P if belts not buckled
 - Color-coordinated safety belts w/height adjustment (front-outboard seating positions only)
- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control (SEIC)
- Ford Security Package (1-year included with activation)

FORD CO-PILOT360™ TECHNOLOGY

- AutoLamp – Auto On/Off Headlamps
- Cruise Control (steering wheel-mounted)

FUNCTIONAL

- Alternator
 - XL:
 - 7.3L 2 Valve Gas – 190 AMP
 - 6.7L 4 Valve Diesel – 250 AMP
 - XLT:
 - 7.3L 2 Valve Gas – 410 AMP Dual
 - 6.7L 4 Valve Diesel – 350 AMP Dual
 - Lariat:
 - 7.3L 2 Valve Gas – 410 AMP Dual
 - 6.7L 4 Valve Diesel – 350 AMP Dual
- Vehicle Integration System 2.0 (includes Grp65 68AH 750 CCA AGM battery when equipped with 7.3L gas engine and 250 amp single alternator)
- Hood release
- Horn – dual electric
- Intelligent Oil-Life Monitor® (6.7L Power Stroke® Diesel engine)
- Oil minder system
- Shock absorbers – heavy-duty gas
- Springs, rear auxiliary
- Stabilizer bar – front and rear

The following features are standard on selected 2025MY SUPER DUTY® Chassis Cab vehicles:

MECHANICAL	XL	XLT	LARIAT
<u>Engine</u>			
7.3L 2V DEVCT NA PFI V8 Gas (F-350/F-450/F-550/F-600)	•	•	•
<u>Transmission</u>			
Ten-Speed 10R140 with Neutral Idle Automatic Transmission with Selectable Drive Modes: Normal, Tow/Haul, Eco, Deep Sand/Snow & Slippery	•	•	•
<u>Base Alternator</u>			
190 Amp (F-350/F-450/F-550/F-600 Std. on 7.3L Gas Engine)	•		
250 Amp (F-350/F-450/F-550/F-600 w/ 6.7L Diesel Engine)	•		
350 Amp Dual (F-350/F-450/F-550/F-600 w/ 6.7L Diesel)		•	•
410 Amp (F-350/F-450/F-550/F-600 w/ 7.3L Engine)		•	•
<u>Axle</u>			
Monobeam front axle w/coil spring suspension (F-350 4x4, F-450, F-550 and F-600)	•	•	•
Independent Twin-I-beam front axle w/coil spring suspension (F-350 4x2)	•	•	

★ = New for this model year

• = Available

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

2025 SUPER DUTY® CHASSIS CAB
(F-350CC / F-450CC / F-550 / F-600)
STANDARD EQUIPMENT

MECHANICAL (continued)	XL	XLT	LARIAT
Battery			
750 CCA, Dual (7.3L Gas F-450 and F-550 XLT & Lariat)		•	•
Fuel Tanks			
40 gallon aft axle	•	•	•
KEY EXTERIOR FEATURES			
Bumper – Front			
Black painted steel w/grained MIC top cover and black lower air dam	•		
Chrome w/grained MIC top cover and black lower air dam		•	•
Grille			
Black MIC	•		
Bright Chrome – two (2) bar		•	
Chrome – two (2) bar (includes additional chrome inserts)			•
Handles – Door and Tailgate			
Black	•	•	
Body-color			•
Headlamps/Taillamps/Lamps			
Quad-beam halogen jewel effect	•	•	
LED Reflector			•
Halogen Taillamps	•	•	•
Halogen Fog Lamps		•	
LED Fog lamps			•
LED Roof Marker/Clearance Lamps	•	•	•
Utility Lighting System (LED Side-mirror Spotlights) (see mirror descriptions below)			•
Mirrors			
Manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, Integrated Clearance Lamps/Turn Signals	•	•	
Power-folding with Autofold, PowerScope® Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, High-Intensity LED Security Approach Lamps, Utility Lighting System (LED Side-mirror Spotlights)			•
Wheels (SRW)			
18" Argent Painted Steel w/painted hub covers/center ornaments (F-350)	•		
18" Sparkle Silver Painted Cast Aluminum w/bright hub covers/center ornaments (F-350)		•	
18" Bright Machined Cast Aluminum w/Carbonized Gray Painted Pockets and bright hub covers/center ornaments (F-350)			•
Wheels (DRW)			
17" Argent Painted Steel (hub covers/center ornaments not included (F-350)	•	•	
17" Forged Polished Aluminum w/bright hub covers/center ornaments (F-350)			•
19.5" Argent Painted Steel (F-450/F-550/F-600)	•	•	
19.5" Forged Polished Aluminum w/bright hub covers/center ornaments (F-450/F-550)			•
Windows and Glass			
1 st Row (front-seat) – Power w/one-touch up/down	•	•	•
2 nd Row (rear-seat) – Power	•(2,3)	•(2,3)	•(2,3)
Rear (backlight) – Fixed	•	•	
Rear (backlight) – Fixed w/defrost			•
Solar-tinted glass (complete)	•		
Privacy glass, (rear backlight on all cabs; 2 nd Row (rear-seat) windows on SuperCab and Crew Cab. Other glass is solar-tinted.)		•	•
KEY INTERIOR/COMFORT FEATURES			
Air Conditioning			
Manual, Single Zone	•	•	
Dual-Zone Electronic Automatic Temperature Control (DEATC)			•

★ = New for this model year
 • = Available

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

2025 SUPER DUTY® CHASSIS CAB
(F-350CC / F-450CC / F-550 / F-600)
STANDARD EQUIPMENT

KEY INTERIOR/COMFORT FEATURES (continued)	XL	XLT	LARIAT
Audio			
AM/FM stereo MP3 player (speakers; four (4) with Regular Cab, six (6) with SuperCab and Crew Cab)	•	•	
★ SiriusXM® with 360L Radio Note: Includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Note: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com . All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc			•
B&O® Sound System by Bang & Olufsen w/ HD Radio™ (eight (8) speakers including subwoofer)			•
SYNC® 4 – 8" LCD Capacitive Touchscreen with Swipe Capability – Wireless Phone Connection – Cloud Connected – AppLink® w/ App Catalog – 911 Assist® – Apple CarPlay™ and Android Auto™ Compatibility – Digital Owner's Manual	•	•	
★ SYNC® 4 with Enhanced Voice Recognition – 12" LCD Capacitive Touchscreen with Swipe Capability – Information On Demand Panel – Wireless Phone Connection – Cloud Connected – AppLink® w/ App Catalog – 911 Assist® – Apple CarPlay® and Android Auto™ Compatibility – Digital Owner's Manual – Conversational Voice Command Recognition			•
FordPass™ Connect 5G – Wi-Fi Modem – Wi-Fi® hotspot connects up to 10 devices ¹ – Remotely start, lock and unlock vehicle ² – Schedule specific times to remotely start vehicle ² – Locate parked vehicle ² – Check vehicle status ² Note: Ford Telematics™ and Data Services Prep included for Fleet Only: FordPass™ Connect 5G Wi-Fi Modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-FORD or 833-327-3673.	•	•	•
Cupholders			
Dual, instrument panel-mounted	•	•	•
Integrated w/armrest on rear-seat			•(3)
Door-Trim			
Armrest, grab handle and reflector	•		
Soft armrest, grab handle, power window/lock switches and reflector; front map pockets on Regular Cab and SuperCab; front and rear map pockets on Crew Cab		•	
Soft armrest, grab handle, power window/lock switches, upper applique, reflector; front and rear map pockets on Crew Cab			•
Floor Covering			
Black vinyl	•		
Color-coordinated carpet and carpeted floor mats (includes rear mats on SuperCab & Crew Cab) (deleted when all-weather floor mats are ordered)		•	•
Instrumentation Center			
4.2' Productivity Screen display includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications five (5) button message control on steering wheel (included with the SYNC® and SYNC® Services)	•	•	
12" Productivity Screen display includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications; five (5) button message control on steering wheel			•
Overhead Console – with storage bin and map lights	•	•	•

¹ Includes a trial subscription of 3 months or 3 gigabytes – whichever comes first, Wireless Service Plan required after trial subscription ends

² Includes Service for one year from the vehicle sale date as recorded by the dealer

★ = New for this model year

• = Available

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

2025 SUPER DUTY® CHASSIS CAB
(F-350CC / F-450CC / F-550 / F-600)
STANDARD EQUIPMENT

KEY INTERIOR/COMFORT FEATURES (continued)	XL	XLT	LARIAT
Power Equipment			
Accessory delay	•	•	•
Door-locks w/backlit switches	•	•	•
Windows w/backlit switches	•	•	•
Powerpoint and 120V/400W Outlet			
One (1) Powerpoint in front center under-seat storage		•	
Two (2) Powerpoints in instrumentation center	•	•	•
Two (2) Powerpoints in rear side of Flow-through Console			•
120V/400W Outlet dash mounted		•	•
120V/150W Outlet in rear side of Flow-through Console			•
120V/150W Inverter outlet in IP		•	•
Rearview Mirror			
11.5" day/night	•	•	
Electrochromic self-dimming			•
Remote Start System			•
Seats (Front)			
HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage	•		
Cloth, 40/20/40 split bench, 20% center under-seat storage, w/center armrest, cupholder and storage		•	
ActiveX® Seating Material, 40/Console/40			•
Manual lumbar support, driver's side	•	•	
8-way power driver & power front-passenger seats (four-way power-adjustable track, two-way power recline and two-way power lumbar)			•
Two-way adjustable driver/passenger headrests	•	•	•
Easy Entry Driver's Seat w/ Memory			•
Seats (Rear) SuperCab			
Vinyl, 60/40 fold-up bench seat	•		
Cloth, 60/40 fold-up bench seat		•	
Seats (Rear) Crew Cab			
60/40 bench w/flip-up/fold-down w/2 outboard head restraints and a center head restraint	•		
60/40 bench w/flip-up seats & fold-down backrests, two (2) outboard head restraints and a center head restraint.		•	
60/40 bench w/flip-up seats & fold-down backrests w/under-seat lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in armrest			•
Vinyl	•		
Cloth		•	
Leather			•
Steering Wheel			
Urethane – Black – w/redundant audio and SYNC® controls	•	•	
Wrapped – w/redundant audio and SYNC® controls			•
Heated Steering Wheel			•
Cruise Control (steering wheel-mounted)	•	•	•
Tilt and Telescoping steering wheel/column (Manual)	•	•	•
Sun Visors			
Color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror	•		
Color-coordinated Cloth, both driver and passenger w/covered mirrors		•	
Color-coordinated Cloth; both driver and passenger w/covered illuminated visor vanity mirror			•
SAFETY/SECURITY	XL	XLT	LARIAT
AdvanceTrac® with RSC® (Roll Stability Control™)	•	•	•
AutoLamp (Auto On/Off Headlamps), Rainlamp Wiper Activated Headlamps	•	•	•
Autolock, Auto unlock	•	•	•
Ford Security Package (1-year included with activation)	•	•	•
Remote Keyless Entry	•	•	•
SecuriLock® Passive Anti-Theft System (PATS)	•	•	•
Trailer Sway Control and Hill Start Assist	•	•	•
Airbags			
Driver & Passenger side	•	•	•
Passenger-side deactivation switch	•	•	•

★ = New for this model year
 • = Available

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

<u>SELECT</u>	<u>OPTION CODE</u>	<u>TRUCK MODEL</u>	<u>PRICE</u>
<i>F350 XL REGULAR CHASSIS CAB DRW</i>			
<input type="checkbox"/>	F3G	4X2 REG CAB 60" CA - 145" WB	\$47,212
<input type="checkbox"/>	F3G	4X2 REG CAB 84" CA - 169" WB	\$48,949
<input type="checkbox"/>	F3H	4X4 REG CAB 60" CA - 145" WB	\$52,221
<input type="checkbox"/>	F3H	4X4 REG CAB 84" CA - 169" WB	\$52,089
<i>F350 XL SUPER CHASSIS CAB DRW</i>			
<input type="checkbox"/>	X3G	4X2 SUPER CAB 60" CA - 168" WB	\$51,120
<input type="checkbox"/>	X3H	4X4 SUPER CAB 60" CA - 168" WB	\$54,283
<i>F350 XL CREW CHASSIS CAB DRW</i>			
<input type="checkbox"/>	W3G	4X2 CREW CAB 60" CA - 179" WB	\$52,086
<input checked="" type="checkbox"/>	W3H	4X4 CREW CAB 60" CA - 179" WB	\$55,246
<u>POWERTRAINS</u>			
<input checked="" type="checkbox"/>	99T	6.7L POWER STROKE V8 TURBO DIESEL	\$9,551
<input type="checkbox"/>	X4N	AXLE, LIMITED SLIP 4.10 RATIO (6.7L)	\$360
<input type="checkbox"/>	X4L	AXLE, LIMITED SLIP 4.30 RATIO (6.7L)	\$351
<u>TIRES</u>			
<input type="checkbox"/>	TBM	LT245/75RX17E BSW AT (SIX) (4X2)	\$150
<input type="checkbox"/>	512	SPARE TIRE, JACK, & WHEEL	\$319

SEATS			
REGULAR CAB			
<input type="checkbox"/>	AS	VINYL 40/20/40	STD
<input type="checkbox"/>	LS	VINYL 40/CONSOLE/40	\$323
<input type="checkbox"/>	1S	CLOTH 40/20/40	\$91
<input type="checkbox"/>	4S	CLOTH 40/CONSOLE/40	\$468
SUPER & CREW CAB			
<input type="checkbox"/>	AS	VINYL 40/20/40	STD
<input checked="" type="checkbox"/>	LS	VINYL 40/CONSOLE/40	\$323
<input type="checkbox"/>	1S	CLOTH 40/20/40 - SUPER CAB	\$91
<input type="checkbox"/>	1S	CLOTH 40/20/40 - CREW CAB	\$286
<input type="checkbox"/>	4S	CLOTH 40/CONSOLE/40 - SUPER CAB	\$468
<input type="checkbox"/>	4S	CLOTH 40/CONSOLE/40 - CREW CAB	\$559
OPTIONS			
<input type="checkbox"/>	96V	XL CHROME VALUE PACKAGE	\$205
<input type="checkbox"/>	473	SNOWPLOW PACKAGE (N/A W/ 67X, 67H, 47A, 47L, 47J)	\$228
<input checked="" type="checkbox"/>	67X	SUSPENSION PACKAGE, EXTRA HEAVY SERVICE	\$114
<input type="checkbox"/>	67H	SUSPENSION PACKAGE, HEAVY SERVICE	\$114
<input type="checkbox"/>	18B	PLATFORM RUNNING BOARDS (REG CAB)	\$291
<input checked="" type="checkbox"/>	18B	PLATFORM RUNNING BOARDS (SUPER/CREW CAB)	\$405
<input type="checkbox"/>	65M	FUEL TANK, 26.5 GAL MIDSHIP	\$114
<input type="checkbox"/>	65C	FUEL TANK, DUAL DIESEL (26.5 & 40 GAL)	\$569
<input checked="" type="checkbox"/>	41H	HEATER, ENGINE BLOCK	\$173
<input type="checkbox"/>	41P	SKID PLATE PACKAGE (4X4 ONLY)	\$91

<input checked="" type="checkbox"/>	52B	TOW COMMAND INTEGRATED BRAKE CONTROLLER	\$273
<input type="checkbox"/>	61J	TIRE JACK, HYDRAULIC	\$50
<input type="checkbox"/>	41A	RAPID-HEAT SUPPLEMENTAL CAB HEATER (DIESEL)	\$228
<input type="checkbox"/>	61L	FRONT WHEEL WELL LINERS	\$164
<input type="checkbox"/>	872	REAR VIEW CAMERA & PREP PACKAGE	\$377
<input type="checkbox"/>	59H	CENTER HIGH MOUNT STOP LAMP - CHMSL	N/C
<input checked="" type="checkbox"/>	76C	EXTERIOR BACK UP CHIME	\$200
<input type="checkbox"/>	52S	INTERIOR WORK SURFACE (REQ 40/20/40 SEATS)	\$128
<input type="checkbox"/>	43K	2kW PRO POWER (REQ 86M DUAL BATTERY)	\$897
<input type="checkbox"/>	60X	AUTOMATED EMERGENCY BRAKING (AEB) REMOVAL	N/C
<input type="checkbox"/>	86K	PROGRAMMABLE ENGINE IDLE SHUTDOWN TIMER	\$228
<input checked="" type="checkbox"/>	86M	DUAL BATTERIES	\$191
<input checked="" type="checkbox"/>	43C	110V / 400W OUTLET (REQ 86M DUAL BATTERIES W/ 7.3L GAS)	\$160
<input checked="" type="checkbox"/>	67B	DUAL EXTRA HEAVY-DUTY ALTERNATOR	\$104
<input type="checkbox"/>	47A	AMBULANCE PREP PACKAGE - LIMITED PRODUCTION	\$1,096
<input type="checkbox"/>	47L	AMBULANCE PREP PACKAGE (SPECIAL EMISSIONS) (REQ 6.7L DIESEL) - LIMITED PRODUCTION	\$1,096
<input type="checkbox"/>	47J	FIRE RESCUE PREP PACKAGE (SPECIAL EMISSIONS) (REQ 6.7L DIESEL) - LIMITED PRODUCTION	\$1,096
<u>FLEET OPTIONS</u>			
<input type="checkbox"/>	927	CUSTOMIZABLE SPEED LIMIT (75 MPH)	\$73
<input type="checkbox"/>	91G	360-DEGREE DUAL BEACON LED WARNING STROBES - AMBER-WHITE (REQ 59H CHMSL)	\$592
<input type="checkbox"/>	91S	360-DEGREE DUAL BEACON LED WARNING STROBES - AMBER (REQ 59H CHMSL)	\$592

COLOR			
<input type="checkbox"/>	UM	AGATE BLACK METALLIC	N/C
<input type="checkbox"/>	M7	CARBONZIED GRAY METALLIC	N/C
<input type="checkbox"/>	DR	AVALANCHE	N/C
<input checked="" type="checkbox"/>	Z1	OXFORD WHITE	N/C
<input type="checkbox"/>	PQ	RACE RED	N/C
<input type="checkbox"/>	GR	GREEN (FLEET)	\$600
<input type="checkbox"/>	W6	GREEN GEM (FLEET)	\$600
<input type="checkbox"/>	MB	ORANGE (FLEET)	\$600
<input type="checkbox"/>	BY	SCHOOL BUS YELLOW (FLEET)	\$600
<input type="checkbox"/>	E4	VERMILLION RED (FLEET)	\$600
<input type="checkbox"/>	AT	YELLOW (FLEET)	\$600
<input type="checkbox"/>	95K	SCHOOL BUS YELLOW W/ AGATE BLACK HOOD (FLEET)	\$150
DELIVERY/REGISTRATION			
<input type="checkbox"/>	DELIVERY	DELIVERY TO CUSTOMER / UPFITTER	\$175
<input type="checkbox"/>	PLATE	TITLE & PLATES	\$173
<input type="checkbox"/>	WARRANTY	FORD PROTECT PREMIUMCARE SERVICE CONTRACT 5 YEAR/100K MILES	\$1,250



A Joint Purchasing Program For Local Government Agencies

July 11, 2024

Mr. Brian Tarpo
Fleet Manager
Sutton Ford
21315 Central Avenue
Matteson, IL 60443

Dear Mr. Tarpo,

This letter is to inform you that the Governing Board of the Suburban Purchasing Cooperative has approved the first if three possible, one-year contracts to Sutton Ford, Matteson, IL from July 1, 2024 through June 30, 2025 with three possible, one-year contract extensions:

Contract #	Vehicle
221	Ford F250
222	Ford F350 Dual Rear Wheel Chassis Cab
225	F350 Single Rear Wheel Pick Up
226	F450 Chassis Cab
227	F550 Chassis Cab

With acceptance of these contracts, Sutton Ford agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded. The duration of the contract is July 1, 2023 through June 30, 2024. The SPC reserves the right to extend this contract for up to two additional one-year terms upon mutual agreement of both the vendor and the SPC on a negotiated basis.

Sutton Ford, Matteson will handle all billing. Each vehicle on all contracts will be assessed an administrative fee of \$150.00 per vehicle, which shall be paid directly by the vendor to the SPC on a quarterly basis.

**DuPage Mayors &
Managers Conference**
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

**Northwest Municipal
Conference**
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan, CPPB
Phone: (847) 296-9200
Fax: (847) 296-9207

**South Suburban Mayors
And Managers Association**
1904 West 174th Street
East Hazel Crest, IL 60429
Kristi DeLaurentiis
Phone: (708) 206-1155
Fax: (708) 206-1133

**Will County
Governmental League**
15905 Frederick Street
Suite 107
Plainfield, IL 60586
Cherie Belom
Phone: (815) 254-7700



A Joint Purchasing Program For Local Government Agencies

October 30, 2024

Mr. Scott Ourednik
Commercial & Fleet Account Executive
Sutton Ford
21315 Central Avenue
Matteson, IL 60443

Dear Mr. Ourednik,

This letter is to inform you that the Governing Board of the Suburban Purchasing Cooperative has approved the following price increases for 2025 model vehicles:

Description	Contract #	Current \$	Price Increase	2025 Price
F250 XL 4x2	221	\$41,271.00	\$314.00	\$41,585.00
F350 XL 4x2	225	\$42,946.00	\$551.00	\$43,497.00
F350 CC 4x2	222	\$44,791.00	\$2,421.00	\$47,212.00
F450 CC 4x2	226	\$46,483.00	\$4,252.00	\$50,735.00
F550 CC 4x2	227	\$47,476.00	\$3,540.00	\$51,016.00

Sutton Ford, Matteson will handle all billing. Each vehicle on all contracts will be assessed an administrative fee of \$150.00 per vehicle, which shall be paid directly by the vendor to the SPC on a quarterly basis.

The SPC looks forward to continuing our relationship with Sutton Ford. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,

Ellen Dayan, CPPB
Purchasing Director
Northwest Municipal Conference

Ellen Dayan, NWMC
10/30/24
Date

Sutton Ford
10.30.24
Date

*DuPage Mayors &
Managers Conference*
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

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Suite 107
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Cherie Belom
Phone: (815) 254-7700



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0009-25

Agenda Date: 5/6/2025

Agenda #: 8.C.

AGREEMENT BETWEEN THE COLINTY OF DUPAGE, ILLINOIS
AND GSG CONSULTANTS, INC.
FOR ON CALL GEOTECHNICAL AND ENGINEERING SERVICES

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

WHEREAS, the COUNTY requires various professional services (surveying, wetland analysis, flood plain modeling, etc.), on an on-call basis, as necessary for its facilities, small-scale stormwater management and drainage investigations (hereinafter referred to as "PROJECT" or "Work Orders"), and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional services required by the County and is willing to perform the required services, as needed on an on-call basis, for an amount not to exceed forty-five thousand dollars and no cents (\$45,000.00).

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and GSG Consultants, Inc. is hereby accepted and approved in an amount not to exceed forty-five thousand dollars and 0/100 cents (\$45,000.00); and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to GSG Consultants, Inc., Attn: Ala Sassila, 735 Remington Road, Schaumburg, IL., 60187; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 13th day of May, 2025 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

General Tracking		Contract Terms	
FILE ID#: SM-P-0009-25	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$45,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 05/06/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$90,000.00
	CURRENT TERM TOTAL COST: \$45,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: GSG Consultants, Inc.	VENDOR #:	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Ala Sassila	VENDOR CONTACT PHONE: 630-994-2610	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: asassila@gsgconsultants.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2508	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). \$45,000 - On-Call Geotechnical and Engineering Services to support the Stormwater Management Department's watershed planning, project design, land acquisition, drainage and in-house design activities.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Stormwater Management has plans for many upcoming projects located throughout the county. Staff is in need of a firm capable of assisting with various geotechnical testing services to assist with investigation, design and bidding of these drainage and flood control projects.			

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 only selects Professional Geotechnical firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Qualifications were sent to firms throughout the industry. Statements of Interest were received from 2 firms. Stormwater staff utilized an evaluation team to review and rank firms, taking into consideration the qualifications of the firm, experience of key personnel, and understanding of unique stormwater scope of services.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). Staff recommendation is to award a contract to GSG Consultants, Inc.. Other options would be to hire staff and equipment to complete the work or not complete the necessary geotechnical work for these projects. These other options are not recommended by Stormwater staff. It would not be financially responsible to hire additional staff and equipment for this work, and not completing the work would leave the project designs incomplete, leading to higher bid prices.

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: GSG Consultants, Inc.	Vendor#:	Dept: Stormwater Management	Division:
Attn: Ala Sassila	Email: asassila@gsg-consultants.com	Attn: Jamie Lock	Email: jamie.lock@dupagecounty.gov
Address: 735 Remington Road	City: Schaumburg	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60173	State: IL	Zip: 60187
Phone: 630-994-2610	Fax:	Phone: 630-407-6705	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 13, 2025	Contract End Date (PO25): Nov 30, 2025

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		On-Call Geotechnical and Engineering Services to support the Stormwater Management Department	FY25	1600	3000	53010		45,000.00	45,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 45,000.00

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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND GSG CONSULTANTS, INC.
FOR ON CALL GEOTECHNICAL AND ENGINEERING SERVICES

This Professional Service Agreement (“AGREEMENT”), is made this 13th day of May, 2025 between COUNTY OF DUPAGE, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and GSG Consultants, Inc., an Illinois corporation licensed to do business in the State of Illinois, with offices at 735 Remington Road, Schaumburg, IL 60173; hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

R E C I T A L S

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

WHEREAS, the COUNTY requires various professional services (surveying, wetland analysis, flood plain modeling, etc.), on an on-call basis, as necessary for its facilities, small-scale stormwater management and drainage investigations (hereinafter referred to as “PROJECT” or “Work Orders”), and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional services required by the County and is willing to perform the required services, as needed on an on-call basis, for an amount not to exceed forty five thousand dollars and no cents (\$45,000.00).

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

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

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

1.0 INCORPORATION AND CONSTRUCTION.

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

2.0 SCOPE OF SERVICES.

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. Services are to be provided by the CONSULTANT upon request by the COUNTY as approved Work Order(s) with a not to exceed amount for each Work Order. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other groups and the CONSULTANT concerning the PROJECT or Work Order(s).
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT or approved Work Order(s). Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below. For Work Orders, changes shall be documented by an amendment to the originally approved Work Order, or by issuance of a new Work Order to cover the changes in scope provided that the increase does not increase the total compensation set forth in this AGREEMENT.
- 2.4 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its vendors/sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT's employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely

responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

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

3.0 NOTICE TO PROCEED.

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

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new employee rates (Exhibit C) and/or fee schedules as referenced in Paragraph 7.3.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT, and the CONSULTANT shall be solely responsible for any and

all work performed by said sub-consultant(s) in the same manner and with the same liability as if performed by the CONSULTANT.

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

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements or professional services on the PROJECT or Work Order after the COUNTY issues its written Notice to Proceed for any approved Work Order(s). The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in the Scope of Work, The CONSULTANT shall submit a schedule for completion of each Work Order within ten (10) days of the written approval of said Work Order(s) by the COUNTY. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2025 unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES.

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

7.0 COMPENSATION.

- 7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed forty five thousand dollars and no cents (\$45,000.00). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT’s staff and/or the fee schedule(s) as incorporated herein. The multiplier includes the CONSULTANT’s cost of overhead, profit and incidental costs. A schedule of the hourly rates for CONSULTANT’s staff, and approved sub-consultant’s technical or professional staff, identified by position or assignment, is attached and incorporated hereto as Exhibit “C.” The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) to not exceed the total compensation as stated herein. The COUNTY retains the authority to limit the maximum rate per classification for any additions to classifications listed on Exhibit C, including Exhibit C for approved sub-consultant(s), when invoices are submitted for the approved work.
 - 7.3.a If overtime/weekend/holiday (o/w/h) rates are expressly allowed under the AGREEMENT, but such rates are not otherwise specified, the o/w/h rate for each category shall be no more than one hundred fifty percent (150%) of the stated normal rate for that category.

The o/w/h rate, when allowed, shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on the PROJECT or Work Order(s).
 - 7.3.b If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days’ notice of any proposed fee change.

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

- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit A. For direct expenses, including supplies, materials, photocopying, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.

7.4.a For all direct expenses costing more than \$25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant's vendors indicating the price(s) paid by Consultant for such expensed materials and/or items.

7.4.b CONSULTANT shall not include computer and vehicle charges (including mileage) as direct expenses.

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

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

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

- 7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act.
- 7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.
- 7.9 Upon acceptance of all deliverables specified in Exhibit B of this AGREEMENT [or] by approved Work Order(s), final payment shall be made to the CONSULTANT, including any retainage.

8.0 CONSULTANT'S INSURANCE

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

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

- 8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.

8.1.c Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o 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, 2025, 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, 2025.
 - (d) The COUNY and CONSULTANT, if mutually agreed upon, may opt to renew this contract for an additional year.
- 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:

GSG Consultants, Inc.
735 Remington Road
Schaumburg, IL 60173
ATTN: Ala Sassila
Phone: 630-994-2610
Email: asassila@gsg-consultants.com

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

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

23.0 FORCE MAJEURE.

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

24.0 ACCESS TO PROPERTY

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property,

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

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

25.0 QUALIFICATIONS

- 25.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.
- 25.2 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
- 25.3 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 25.2 above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the PROJECT

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

COUNTY OF DUPAGE

GSG CONSULTANTS, INC.

BY: _____
DEBORAH A. CONROY
CHAIR DUPAGE COUNTY BOARD

BY: AL [REDACTED] _____

ATTEST:

ATTEST:

BY: _____
JEAN KACZMAREK, County Clerk

BY: [REDACTED]
Anita M. States, Sr. Marketing Coordinator

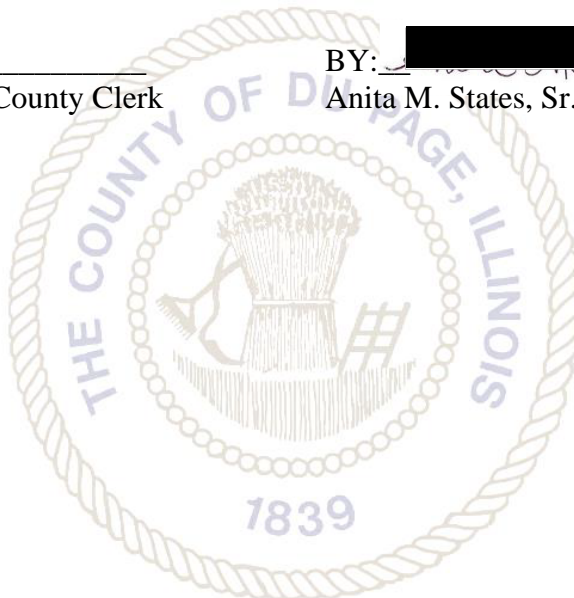


EXHIBIT A

SCOPE OF WORK

This Exhibit includes the scope of work for providing on-call geotechnical and engineering services as needed in support of the DuPage County Stormwater Management Department's activities in watershed planning, floodplain mapping, project design, land acquisition, and operation and maintenance activities. Services may include the following:

- Preparation of project-specific proposals with a relatively quick turnaround time
- Perform soil borings and provide boring reports
- Perform CCDD analysis and provide reports for use during design, bidding, and/or construction
- Materials testing services
- Perform pavement and/or bridge deck pavement cores and provide reports
- Other services as needed

EXHIBIT B
DELIVERABLES

The following deliverables will be submitted to the COUNTY before completion of the contract if applicable:

- Geotechnical Reports
- Borings Logs
- CCDD Assessment Report
- Field Inspection Reports
- Pavement and/or bridge deck pavement cores Reports
- Other reports/services as requested by the County

EXHIBIT C

SCHEDULE OF FEES AND HOURLY RATES FOR CONSULTANT'S STAFF

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

GSG CONSULTANTS

Hourly Rate Schedule	
Classification	Rate Range
Principal	\$85 - \$90
Project Manager	\$60 - \$67
Senior Engineer	\$45 - \$55
Project Engineer	\$38 - \$45
Staff Engineer	\$30 - \$38
Senior Environmental Scientist	\$48 - \$55
Environmental Scientist	\$30 - \$40
Field Manager	\$40 - \$48
Field Technician	\$35 - \$45

Drilling Unit Price Schedule		
Description	Unit	Unit Price
Mobilization/Demobilization (Truck Mounted Rig)	Day	\$600.00
Mobilization/Demobilization Geoprobe	Day	\$400.00
Drilling Daily Rate- (Truck Mounted Rig)	Day	\$3,900.00
Drilling Daily Rate - Geoprobe Environmental Sampling	Day	\$3,400.00
Ground Penetration Radar	Day	\$2,800.00
Traffic Control and Protection	Day	\$1,100.00
Pavement Coring	Each	\$150.00
Pavement Restoration	Each	\$150.00

IN-House Lab Services Schedule

Description	UOM	Unit Price
Moisture Content - AASHTO T 265	EACH	\$18.00
Atterberg Limits - AASHTO T 89 and T 92	EACH	\$120.00
Particle Size Analysis: Hydrometer analysis - AASHTO T 88	EACH	\$220.00
Sieve analysis - IL Mod. AASHTO T 27/T 11	EACH	\$135.00
Unconfined Compression Test (Soil) - AASHTO T 208	EACH	\$90.00
Organic Matter Content - AASHTO T 194	EACH	\$65.00
pH - AASHTO T 289	EACH	\$20.00
Standard Proctor	EACH	\$250.00
Modified Proctor	EACH	\$350.00
AASHTO 216 One Dim consolidation	EACH	\$550.00
		\$0.00





Required Vendor Ethics Disclosure Statement

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

Date: Apr 11, 2025

Bid/Contract/PO #: _____

Company Name: GSG Consultants, Inc	Company Contact: Ala Sassila, Ph.D., P.E.
Contact Phone: 630-994-2610	Contact Email: asassila@gsg-consultants.com

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

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

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

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

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

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

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

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


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

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

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

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

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

Authorized Signature 
Printed Name Ala Sassila, Ph.D., P.E.
Title Principal
Date Apr 11, 2025

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



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0010-25

Agenda Date: 5/6/2025

Agenda #: 8.D.

AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.
FOR PROFESSIONAL ENGINEERING SERVICES
(AMOUNT NOT TO EXCEED \$50,000)

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

WHEREAS, the County has been using continuous simulation hydrologic modeling as an important component of all basin models, engineering studies, project designs, flood forecasting and floodplain mapping functions in the Stormwater Department; and

WHEREAS, recent development of a Graphical User Interface (GUI) that successfully automates the County’s hydrologic modeling and procedures will improve the efficiency and timeliness of Countywide hydrologic updates; and

WHEREAS, the COUNTY now requires professional engineering services to finalize the completion of a hydrologic procedures manual, provide additional review and testing of the GUI, and assist in staff training (all such tasks hereinafter referred to as the “PROJECT”); and

WHEREAS, the Consultant has experience and expertise in this area and is in the business of providing such professional engineering services and is willing to perform the required services for an amount not to exceed \$50,000.00.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Environmental Consulting and Technology, Inc. is hereby accepted and approved in an amount not to exceed fifty thousand dollars and 0/100 cents (\$50,000.00) and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Environmental Consulting and Technology, Inc., 403 W St. Charles, Lombard, Illinois, 60148; DuPage County State's Attorney's Office; County Auditor; Finance Director; Treasurer; and Purchasing; by and through the Stormwater Management Department.

Enacted and approved this 13th day of May, 2025 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

General Tracking		Contract Terms	
FILE ID#: SM-P-0010-25	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$50,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 05/06/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$50,000.00
	CURRENT TERM TOTAL COST: \$50,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Environmental Consulting & Technology (ECT)	VENDOR #: 32415	DEPT: Stormwater	DEPT CONTACT NAME: Christine Klepp
VENDOR CONTACT: Tom Price	VENDOR CONTACT PHONE: 630-559-2004	DEPT CONTACT PHONE #: 630-407-6708	DEPT CONTACT EMAIL: klepp@dupagecounty.gov
VENDOR CONTACT EMAIL: tprice@ectinc.com	VENDOR WEBSITE: ectinc.com	DEPT REQ #:	

Overview

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 ECT for \$50,000.00 to complete a hydrologic procedures manual with USGS staff, assist in application testing, and provide training to Stormwater staff. This is the final stage in the development of an automated procedure for DuPage County's hydrologic models used in the Stormwater Department's watershed planning and floodplain mapping programs.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
DuPage County Stormwater Management has developed an automated hydrologic procedure that creates the County's historical time series of storm events (TSF) input used in the County's FEQ hydraulic model. This automated procedure simplifies and speeds up the time required to create the TSF. A procedures manual that includes a step-by-step guide on how to create a TSF needs to be finalized. Additional testing of the application and staff training are also necessary tasks under this contract. ECT will work with the USGS on the manual and to provide staff training.

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 ECT in accordance with the Professional Services Selection Process in the DuPage County Procurement Ordinance. Three 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 outlined in the DuPage County Stormwater Management Plan.

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: ECT	Vendor#: 32415	Dept: Stormwater	Division:
Attn: Tom Price	Email: tprice@ectinc.com	Attn: Christine Klepp	Email: klepp@dupagecounty.gov
Address: 403 W. St. Charles Road	City: Lombard	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60148	State: IL	Zip: 60187
Phone: 630-559-2004	Fax:	Phone: 630-407-6708	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: ECT	Vendor#: 32415	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: 7027 SW24th Ave	City: Gainesville	Address:	City:
State: FL	Zip: 32607	State:	Zip:
Phone: 353-332-0444	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 13, 2025	Contract End Date (PO25): Nov. 30, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Automated HSPF hydrologic procedures	FY25					50,000.00	50,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 50,000.00

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

**AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.
FOR PROFESSIONAL ENGINEERING SERVICES**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this 13th day of May, 2025, 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 ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC. and its Affiliates, licensed to do business in the State of Illinois, with offices at 403 W. St. Charles Road, Lombard, IL 60148; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

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

WHEREAS, the County has been using continuous simulation hydrologic modeling as an important component of all basin models, engineering studies, project designs, flood forecasting and floodplain mapping functions in the Stormwater Department; and

WHEREAS, recent development of a Graphical User Interface (GUI) that successfully automates the County's hydrologic modeling and procedures will improve the efficiency and timeliness of Countywide hydrologic updates; and

WHEREAS, the COUNTY now requires professional engineering services to finalize the completion of a hydrologic procedures manual, provide additional review and testing of the GUI, and assist in staff training (all such tasks hereinafter referred to as the "PROJECT"); and

WHEREAS, the Consultant has experience and expertise in this area and is in the business of providing such professional engineering services and is willing to perform the required services for an amount not to exceed \$50,000.00; and

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

1.0 INCORPORATION AND CONSTRUCTION

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

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other group and the CONSULTANT concerning the PROJECT.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits.

The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

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

3.0 NOTICE TO PROCEED

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

4.0 TECHNICAL SUBCONSULTANTS

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

consultant(s) includes approval of any new and/or modified employee rates (Exhibit C) and/or fee schedules if permitted in Paragraph 7.3.

- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT after the COUNTY issues its written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2026, unless the term of this AGREEMENT is extended in conformity with Article 14 below.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The

CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

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

7.0 COMPENSATION

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

7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$50,000.00. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.

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

7.3.a Reserved

7.3.b If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes

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

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

required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

- 7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."
- 7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any

other remedies the COUNTY may have under the law or this AGREEMENT.

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

8.0 CONSULTANT'S INSURANCE

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

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

8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million (\$1,000,000.00) dollars each employee/disease.

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

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

- 8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.
- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.
- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least 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, 2026, 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, 2026.
- 15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above or after the early termination of this AGREEMENT. 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:

Environmental Consulting & Technology Inc.
403 W. St. Charles
Lombard, IL 60148
ATTN: Tom Price

DuPage County Stormwater Management
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Sarah Hunn, PE
Director of Stormwater Management
Phone: 630.407.6676
Email: sarah.hunn@dupagecounty.gov

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

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

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

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

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

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

26.0 QUALIFICATIONS

- 26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.
- 26.2 The CONSULTANT'S key personnel specified in the AGREEMENT (Tom Price, P.E., Principal Engineer) shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification (Exhibit E) shall include the proposed successor's name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.
- 26.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
- 26.4 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S

personnel. The COUNTY shall have the same rights under Paragraph 26.3, above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the PROJECT.

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

COUNTY OF DuPAGE

**Environmental Technology & Consulting
Inc. And Its Affiliates**

Deborah A. Conroy, Chair
DuPage County Board

Signature

Thomas Price
Print Name

Account Director
Title

ATTEST BY:

ATTEST BY:

Jean Kaczmarek, County Clerk

Signature

Jason Cooper
Print Name

Operations Director
Title

EXHIBIT A

SCOPE OF WORK

DuPage County HSPF Methods Update

Task 1 – Completion of hydrologic procedures manual for the TSF automation: ECT will continue to work with USGS to complete the HSPF automation manual that has already been started to provide instruction on use of the automation as well as the methods underlying the automation.

Task 2 – Assistance in testing and review of GUI developed with USGS: ECT will work with USGS to finalize and test graphical user interface to verify compliance and consistency with past procedures to ensure a consistent HSPF hydrologic database.

Task 3 – Assistance with in-house staff training of the automation procedures and GUI: ECT will provide continued training in the use of HSPF and the GUI. Questions that arise during training will be incorporated into the Task 1 manual.

Task 4 – Attendance at bi-weekly progress meetings: ECT will schedule and attend bi-weekly progress meetings & prepare notes.

Task 5: Other tasks as needed: ECT will conduct other tasks as requested within the available budget. This task will include review and assistance with USGS graphic user interface for HSPF and other efforts as directed.

Reimbursable Expenses

Costs for all project expenses including, but not limited to, printing, reproduction, delivery and messenger services, fees, and supplies will be invoiced at cost. Local travel within the region will not be charged. Expenses for travel outside the region will be invoiced at cost.

Task Amount (Estimated)

Task 1 – Completion of hydrologic procedures manual for the TSF automation: \$15,500

Task 2 – Assistance in testing and review of GUI developed with USGS: \$10,200

Task 3 – Assistance with in-house staff training of the automation procedures and GUI: \$11,200

Task 4 – Bi-Weekly Progress Meetings \$ 6,600

Task 5 – Other Tasks as Needed \$ \$6,500

Direct Expenses \$ 0.00

EXHIBIT B
DELIVERABLES

DuPage County HSPF Methods Update

Task 1 – Completion of a hydrologic procedures manual for the TSF automation

Project Deliverables

- Procedures manual for the TSF automation prepared in conjunction with USGS.

Task 2 – Assistance in testing and review of GUI developed with USGS:

Project Deliverables

- Consultation with USGS and DuPage County staff in development of the GUI.

Task 3 – Assistance with in-house staff training of the automation procedures and GUI:

Project Deliverables

- HSPF and GUI Training to complete the HSPF modeling and calibration process.

Task 4 – Attendance at bi-weekly progress meetings:

Project Deliverables

- Scheduling, leading meetings. Meeting notes.

Task 6: Other tasks as needed:

Project Deliverables

- Response to requests for work

EXHIBIT C

Consultant Employee Rate Listing

CONSULTANT: Environmental Consulting & Technology, Inc.

PROJECT: DuPage County HSPF Methods Update

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal Engineer	\$252	\$252	
Associate Engineer II	\$145	\$145	
Senior Project Coordinator	\$110	\$110	

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

Signature of Authorized Agent
for CONSULTANT:



Date: 4/15/2025

Thomas Price
Print Name

Approved By COUNTY:

Sarah Hunn, Director

Date: _____

EXHIBIT D
DIRECT COSTS CHECK SHEET

No direct costs are expected.

EXHIBIT E
DU PAGE COUNTY STORMATER MANAGEMENT
CONSULTANT STAFF CHANGE NOTIFICATION

The Consulting Firm of _____ hereby
notifies the COUNTY through the that they need to reassign staff for the
_____ project, Section No.
_____.

Position: _____

Person: _____

Effective date: _____

Reason for requesting change:

Proposed Replacement: _____ (attach
resume)

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



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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Environmental Consulting & Technology, Inc
CONTACT PERSON:	Thomas Price
CONTACT EMAIL:	TPrice@ectinc.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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

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

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

☐ Yes

☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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

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


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

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

Section IV: Certification

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

Printed Name: Thomas Price

Signature: 

Title: Account Director

Date: 4/10/2025



Stormwater Management Resolution

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

File #: SM-R-0003-25

Agenda Date: 5/6/2025

Agenda #: 8.E.

RESCISSION OF REQUISITION 25-0588
ISSUED TO PROPERTY FIRST
TO PROVIDE SECURITY AT THE ELMHURST QUARRY FLOOD CONTROL FACILITY FOR
STORMWATER MANAGEMENT
(CONTRACT TOTAL AMOUNT OF \$19,764)

WHEREAS, on March 4, 2025, the DuPage County Stormwater Management Committee approved Requisition 25-0588 for a contract purchase order to Property First, to provide security at the Elmhurst Quarry Flood Control Facility, for the period April 1, 2025 to March 31, 2027, for Stormwater Management; and

WHEREAS, the awarded vendor is unable to meet all of the qualifications on the original bid #25-016 SWM.

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that Requisition 25-0588, approved by the DuPage County Stormwater Management Committee on March 4, 2025, shall be and is hereby repealed and rescinded in its entirety effective immediately.

Enacted and approved this 13th day of May, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Stormwater Requisition under \$30,000

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

File #: 25-1154

Agenda Date: 5/6/2025

Agenda #: 8.F.



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: SM-P-0011-25	RFP, BID, QUOTE OR RENEWAL #: 25-016-SWM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$29,930.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 05/06/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$61,515.93
	CURRENT TERM TOTAL COST: \$29,930.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Blueline Security Group, Inc. DBA Signal 88	VENDOR #: 28531	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Ralph Khayat	VENDOR CONTACT PHONE: (815) 261-0110	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: rkhayat@teamsignal.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2510	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Contract for daily security services at the Elmhurst Quarry Flood Control Facility			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Security services are required to patrol the Elmhurst Quarry Flood Control Facility after hours on a daily 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. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Blueline Security Group, Inc. DBA Signal 88	Vendor#: 28531	Dept: Stormwater Management	Division:
Attn: Ralph Khayat	Email: rkhayat@teamsignal.com	Attn: Jamie Lock	Email: jamie.lock@dupagecounty.gov
Address: 440 Airport Drive, Suite G	City: Elgin	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60123	State: IL	Zip: 60187
Phone: (815) 261-0110	Fax:	Phone: 630-407-6705	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Blueline Security Group, Inc. DBA Signal 88	Vendor#: 28531	Dept: same	Division:
Attn:	Email: remittance@teamsignal.com	Attn:	Email:
Address: PO Box 8246	City: Omaha	Address:	City:
State: NE	Zip: 68108	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 6, 2025	Contract End Date (PO25): Mar 31, 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		Security Services at the Elmhurst Quarry Flood Control Facility	FY25	1600	3000	53090		9,760.00	9,760.00
2	1	EA			FY26	1600	3000	53090		15,088.00	15,088.00
3	1	EA			FY27	1600	3000	53090		5,082.00	5,082.00
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 29,930.00

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

BID PRICING FORM

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-016-SWM
COMPANY NAME:	Blueline Security Group Inc DBA Signal of Arlington Heights
CONTACT PERSON:	Ralph Khayat
CONTACT EMAIL:	rkhayat@teamsignal.com


Section II: Pricing

Quantities shown are estimates only and are provide for bid canvassing purposes.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
YEAR 1					
1	Daily Security Services: Sunday - Saturday (Excluding Holidays)	DAYS	356	\$ 40	\$ 14,240
2	Daily Security Services - Holidays	DAYS	9	\$ 40	\$ 360
YEAR 1 TOTAL					\$ 14,600
YEAR 2					
3	Daily Security Services: Sunday - Saturday (Excluding Holidays)	DAYS	356	\$ 42	\$ 14,952
4	Daily Security Services: Holidays	DAYS	9	\$ 42	\$ 378
YEAR 2 TOTAL					\$ 15,330
GRAND TOTAL					\$ 29,930
GRAND TOTAL (In words)		Twenty-nine thousand nine hundred thirty dollars			

Section III: Certification

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

Printed Name: Joshua Mailey Signature: 

Title: Owner & CEO Date: 2/18/2025



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
ELMHURST QUARRY SECURITY PATROLS 25-016-SWM
BID TABULATION

				Blueline Security Group dba Signal of Arlington Heights		Extrity Services		Security Pro Intel, Inc.		KH Security, Inc.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
YEAR 1											
1	Daily Security Services: Sunday - Saturday (Excluding Holidays)	DAYS	356	\$ 40.00	\$ 14,240.00	\$ 44.15	\$ 15,717.40	\$ 55.00	\$ 19,580.00	\$ 1,126.00	\$ 400,856.00
2	Daily Security Services - Holidays	DAYS	9	\$ 40.00	\$ 360.00	\$ 50.14	\$ 451.26	\$ 82.50	\$ 742.50	\$ 1,689.12	\$ 15,202.08
YEAR 1 TOTAL					\$ 14,600.00		\$ 16,168.66		\$ 20,322.50		\$ 416,058.08
YEAR 2											
3	Daily Security Services: Sunday - Saturday (Excluding Holidays)	DAYS	356	\$ 42.00	\$ 14,952.00	\$ 45.40	\$ 16,162.40	\$ 55.00	\$ 19,580.00	\$ 1,126.00	\$ 400,856.00
4	Daily Security Services - Holidays	DAYS	9	\$ 42.00	\$ 378.00	\$ 51.41	\$ 462.69	\$ 82.50	\$ 742.50	\$ 1,689.12	\$ 15,202.08
YEAR 2 TOTAL					\$ 15,330.00		\$ 16,625.09		\$ 20,322.50		\$ 416,058.08
GRAND TOTAL					\$ 29,930.00		\$ 32,793.75		\$ 40,645.00		\$ 832,116.16

NOTES

- Extrity Services' bid response had seven (7) errors:
 - NO. 1 when calculated (\$44.15 x 356) resulted in a decrease of (\$94,304.40) and Extended Price of \$15,717.40.
 - NO. 2 when calculated (\$50.14 x 9) resulted in a decrease of (\$2,707.56) and Extended Price of \$451.26
 - NO. 3 when calculated (\$45.40 x 356) resulted in a decrease of (\$96,974.40) and Extended Price of \$16,162.40.
 - NO. 4 when calculated (\$51.41 x 9) resulted in a decrease of (\$2,776.14) and Extended Price of \$462.69.
 - YEAR 1 TOTAL corrected from \$113,180.62 to \$16,168.66.
 - YEAR 2 TOTAL corrected from \$116,375.63 to \$16,625.09.
 - GRAND TOTAL corrected from \$229,556.25 to \$32,793.75.
- Property First has been deemed non-responsible due to unable to perform the contract.

Bid Opening 2/19/2025 @ 2:30 PM	BR, HK
Invitations Sent	73
Total Vendors Requesting Documents	7
Total Bid Responses	5

BID PRICING FORM

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-016-SWM
COMPANY NAME:	Blueline Security Group Inc DBA Signal of Arlington Heights
CONTACT PERSON:	Ralph Khayat
CONTACT EMAIL:	rkhayat@teamsignal.com

Section II: Pricing

Quantities shown are estimates only and are provide for bid canvassing purposes.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
YEAR 1					
1	Daily Security Services: Sunday - Saturday (Excluding Holidays)	DAYS	356	\$ 40	\$ 14,240
2	Daily Security Services - Holidays	DAYS	9	\$ 40	\$ 360
YEAR 1 TOTAL					\$ 14,600
YEAR 2					
3	Daily Security Services: Sunday - Saturday (Excluding Holidays)	DAYS	356	\$ 42	\$ 14,952
4	Daily Security Services: Holidays	DAYS	9	\$ 42	\$ 378
YEAR 2 TOTAL					\$ 15,330
GRAND TOTAL					\$ 29,930
GRAND TOTAL (In words)		Twenty-nine thousand nine hundred thirty dollars			

Section III: Certification

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

Printed Name: Joshua Mailey

Signature: _____

Title: Owner & CEO

Date: 2/18/2025



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

MANDATORY FORM

Section I: Contact Information

Complete the contact information below.

BID NUMBER:	25-016-SWM
COMPANY NAME:	Blueline Security Group Inc DBA Signal of Arlington Heights
MAIN ADDRESS:	440 Airport Rd, Ste G
CITY, STATE, ZIP CODE:	Elgin, IL 60123-9301
TELEPHONE NO.:	(815) 261-0110
BID CONTACT PERSON:	Ralph Khayat
CONTACT EMAIL:	rkhayat@teamsignal.com

Section II: Contract Administration Information

Complete the contract administration information below.

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME:	Blueline Security Group Inc DBA Signal of Arlington Heights	NAME:	Blueline Security Group Inc DBA Signal of Arlington Heights
CONTACT:	June Cayang	CONTACT:	June Cayang
ADDRESS:	440 Airport Rd, Ste G	ADDRESS:	440 Airport Rd, Ste G
CITY, ST., ZIP:	Elgin, IL 60123-9301	CITY, ST., ZIP:	Elgin, IL 60123-9301
PHONE NO.:	(815) 261-0110	PHONE NO.:	(815) 261-0110
EMAIL:	jcayang@teamsignal.com	EMAIL:	jcayang@teamsignal.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 Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

(President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

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

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time 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 Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

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

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

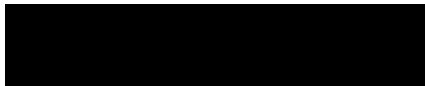
If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that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

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

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

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

Printed Name: Joshua Mailey

Signature: 

Title: Owner & CEO

Date: 2/18/2025



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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-016-SWM
COMPANY NAME:	BlueLine Security Group d/b/a Signal by Arlington Heights
CONTACT PERSON:	Joshua Mailey
CONTACT EMAIL:	JMailey@rean.signal.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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

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

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

☐ Yes

☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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

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

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

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

Section IV: Certification

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

Printed Name: Marilyn Isler

Signature: 

Title: President

Date: 3/27/2025



Stormwater Management Resolution

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

File #: SM-R-0004-25

Agenda Date: 5/6/2025

Agenda #: 8.G.

ADDITIONAL APPROPRIATION FOR THE
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
2023 SECTION 319(h) NONPOINT SOURCE POLLUTION CONTROL FINANCIAL ASSISTANCE
PROGRAM
INTERGOVERNMENTAL AGREEMENT NO. 3192207
COMPANY 5000 - ACCOUNTING UNIT 3065
\$472,453
(Under the administrative direction of the
DuPage County Stormwater Management Division)

WHEREAS, the County of DuPage, through the DuPage County Stormwater Management Division heretofore accepted and appropriated the ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, 2023 SECTION 319(h) NONPOINT SOURCE POLLUTION CONTROL FINANCIAL ASSISTANCE PROGRAM, Company 5000 - Accounting Unit 3065, pursuant to Resolution FI-R-0119-23, for the period of April 15, 2023, through July 15, 2025, as amended; and

WHEREAS, the unspent funding balance as of November 30, 2024, is \$472,452.12 (FOUR HUNDRED SEVENTY-TWO THOUSAND, FOUR HUNDRED FIFTY-TWO AND 12/100 DOLLARS); and

WHEREAS, to spend the remaining funding on fiscal year 2025 expenses, an additional appropriation in the amount of \$472,453 (FOUR HUNDRED SEVENTY-TWO THOUSAND, FOUR HUNDRED FIFTY-THREE AND NO/100 DOLLARS) is required in County fiscal year 2025; and

WHEREAS, the County Board finds that the need to appropriate said grant funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$472,453 (FOUR HUNDRED SEVENTY-TWO THOUSAND, FOUR HUNDRED FIFTY-THREE AND NO/100 DOLLARS) be made to pay for ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, 2023 SECTION 319(h) NONPOINT SOURCE POLLUTION CONTROL FINANCIAL ASSISTANCE PROGRAM fiscal year 2025 expenses, Company 5000 - Accounting Unit 3065; and

BE IT FURTHER RESOLVED that should the Stormwater Management Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved this 13th Day of May, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION FOR THE
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY 2023 SECTION 319H
NONPOINT SOURCE POLLUTION CONTROL, FINANCIAL ASSISTANCE PROGRAM
COMPANY 5000 – ACCOUNTING UNIT 3065
\$472,453

REVENUE

41000-0006 - Federal Operating Grant - EPA \$ 472,453

TOTAL ANTICIPATED REVENUE \$ 472,453

EXPENDITURES

CAPITAL

54060-0000 - Drainage System Infrastructure \$ 472,453

TOTAL CAPITAL \$ 472,453

TOTAL ADDITIONAL APPROPRIATION \$ 472,453



Stormwater Management Resolution

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

File #: SM-R-0005-25

Agenda Date: 5/6/2025

Agenda #: 8.H.

INTERGOVERNMENTAL AGREEMENT
BETWEEN COUNTY OF DUPAGE, ILLINOIS
AND WINFIELD PARK DISTRICT
FOR THE WINFIELD CREEK STREAMBANK RESTORATION PROJECT

WHEREAS, the PARK DISTRICT 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, pursuant to said authority, the COUNTY has sought to undertake a project to restore a section of Winfield Creek including streambank stabilization, native vegetation, installation of rock toe and riffles, bioswales, filter strips and wetland restoration, located within the Village of Winfield (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY has been awarded \$472,452.12 in funding for the PROJECT through the Illinois Environmental Protection Agency Section 319(h) Nonpoint Source Pollution Control Financial Assistance Program; and

WHEREAS, the Illinois Environmental Protection Agency permits the use of Section 319(h) funds for stream stabilization projects; and

WHEREAS, DuPage County Board adopted the Winfield Creek Watershed-Based Plan on April 13, 2021; and

WHEREAS, the Winfield Creek Watershed-Based Plan recommends streambank stabilization practices, wetland restoration, bioswales, and filter strips to improve water quality in Winfield Creek; and

WHEREAS, the PROJECT will be located on properties owned by the COUNTY, the Village of Winfield, and Winfield Park District (hereinafter the PARK DISTRICT), and undertaken in accordance with the following Intergovernmental Agreement, the COUNTY’s authority to use said properties for the PROJECT’S construction being granted by said Agreement; and

WHEREAS, the COUNTY shall pay all PROJECT expenses including planning, design, and construction expenses per this AGREEMENT.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Winfield Park District, is hereby accepted and approved by 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 Winfield Park District, 0N020 County Farm Road, Winfield, IL 60190; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 13th day of May, 2025 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

MEMORANDUM

To: Stormwater Management Planning Committee

FROM: Mary Beth Falsey, Stormwater Management

SUBJECT: Winfield Creek Stream Restoration Project
Intergovernmental Agreement with the Winfield Park District

DATE: April 22, 2025

DuPage County Stormwater Management was awarded a Section 319 grant from the Illinois Environmental Protection Agency (Illinois EPA) to complete the Winfield Creek Stream Restoration Project. Winfield Creek has been designated as impaired by the Illinois EPA for not supporting aquatic life in the 2018 Illinois Integrated Water Quality Report and Section 303(d) List due to low dissolved oxygen and alteration in stream-side or littoral vegetative covers. The project aims to improve water quality and aquatic life conditions by reducing pollutant loadings in Winfield Creek while serving as a demonstration project and public education opportunity. The project will primarily take place on the west side of DuPage County campus but will also include parcels owned by the Village of Winfield and Winfield Park District.

Stormwater Management has worked with an engineering consultant to design and permit final design of the proposed stream restoration project. The project involves restoring Winfield Creek by stabilizing eroded streambanks with bank shaping and installation of a rock toe, planting native vegetation, placement of riffle structures in the stream, planting a native filter strip, installation of bioswales at outfalls, wetland enhancement, and educational signage.

Intergovernmental Agreements are required between DuPage County and Winfield Park District to memorialize the agreement between the entities for design, construction, and maintenance of the project. The Intergovernmental Agreement includes management and monitoring by DuPage County on Winfield Park District property for the duration of the Illinois EPA required 10-year Operations & Maintenance Plan. Following completion of the 10-year Operations & Maintenance Plan, long-term maintenance responsibilities will be turned over to the Park District.

Action Requested: Staff is requesting approval of the Intergovernmental Agreement with Winfield Park District for the Winfield Creek Stream Restoration Project.

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS
AND WINFIELD PARK DISTRICT FOR THE WINFIELD CREEK STREAM
RESTORATION PROJECT

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “AGREEMENT”) is made this 13th day of May 2025 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 WINFIELD PARK DISTRICT, a body politic and corporate, with offices at 0N020 County Farm Road, Winfield, IL 60190 (hereinafter referred to as the “PARK DISTRICT”). The PARK DISTRICT and COUNTY are hereinafter sometimes individually referred to as a “party” or together as the “parties.”

R E C I T A L S

WHEREAS, the PARK DISTRICT 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, pursuant to said authority, the COUNTY has sought to undertake a project to restore a section of Winfield Creek including streambank stabilization, native vegetation, installation of rock toe and riffles, bioswales, filter strips and wetland restoration, located within the Village of Winfield (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY has been awarded \$472,452.12 in funding for the PROJECT through the Illinois Environmental Protection Agency Section 319(h) Nonpoint Source Pollution Control Financial Assistance Program; and

WHEREAS, the Illinois Environmental Protection Agency permits the use of Section 319(h) funds for stream stabilization projects; and

WHEREAS, DuPage County Board adopted the Winfield Creek Watershed-Based Plan on April 13, 2021; and

WHEREAS, the Winfield Creek Watershed-Based Plan recommends streambank stabilization practices, wetland restoration, bioswales, and filter strips to improve water quality in Winfield Creek; and

WHEREAS, the PROJECT will be located on properties owned by the COUNTY, the Village of Winfield, and Winfield Park District (hereinafter the PARK DISTRICT), and undertaken in accordance with the following Intergovernmental Agreement, the COUNTY's authority to use said properties for the PROJECT'S construction being granted by said Agreement; and

WHEREAS, the COUNTY shall pay all PROJECT expenses including planning, design, and construction expenses per this AGREEMENT; and

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

1.0 INCORPORATION AND CONSTRUCTION.

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

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT includes stabilizing eroded streambanks with bank shaping and installation of rock toe, planting native vegetation, placement of riffle structures in the stream, planting a native filter strip, installation of bioswales at outfalls, wetland enhancement, and educational signage.
- 2.2 The PROJECT shall be developed essentially in accord with the engineering report and engineering plans prepared by Hey and Associates, Inc. with a latest revision date of October 9, 2024, which document is incorporated herein by reference but is not attached hereto due to space limitations.

3.0 FUNDING.

- 3.1 The COUNTY shall pay all expenses and costs necessary to design, permit, construct and implement the PROJECT.

- 3.2 This AGREEMENT shall in no way obligate the COUNTY to undertake this PROJECT if the COUNTY in its sole discretion determines that it is no longer in the COUNTY's best interest to proceed with this PROJECT.

4.0 COUNTY RIGHTS AND RESPONSIBILITIES

- 4.1 At no cost to the PARK DISTRICT, the COUNTY shall complete the design of the PROJECT, including all plan sets, drawings, specifications, and cost estimates necessary to publicly solicit bids for the PROJECT. The PARK DISTRICT may participate in any pre-bid meetings or site visits conducted by the COUNTY as part of the COUNTY's procurement process. The COUNTY agrees to cooperate with the PARK DISTRICT regarding any significant proposed changes, alterations, or modifications to the BID DOCUMENTS involving PARK DISTRICT property including, but not limited to any proposed bidding addenda, field adjustments, or change orders, by providing reasonable advance notification and opportunity for review, comment, and concurrence, which shall not be unreasonably withheld, conditioned, delayed or denied by the PARK DISTRICT. The final versions of the aforesaid documents, together with any invitations to bid, bid notices and addendums, contractor contracts (including general and special conditions) (collectively hereafter the "BID DOCUMENTS") shall be provided to the PARK DISTRICT prior to publishing any invitation to bid.
- 4.2 The COUNTY shall comply with all applicable federal, state, and local laws, rules, and regulations with regard to every phase of the PROJECT, including the following:
- 4.2.1 The COUNTY shall obtain all necessary federal, state, and local permits or other approvals required for the construction of the PROJECT and shall provide copies of said permits and approvals to the Parties upon request.
- 4.2.2 The COUNTY shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.3 To the extent required by law or ordinance, the COUNTY shall publicly advertise the PROJECT to bidders, and award and administer all associated construction-related contracts. The COUNTY shall select professional service providers, including, but not limited to, those that may be related to field surveying, resident engineering, materials testing, and vegetation management, including the preparation of any monitoring and management reports that may be required by the permitting agencies prior to final project completion and permit close-out in accordance with the COUNTY'S own procurement procedures.
- 4.4 Before beginning any PROJECT work, the COUNTY shall require each of its contractors, and consultants, (including their sub-contractors) to obtain the following minimum insurance coverage, which shall be maintained in force until

the COUNTY has furnished the Parties with a letter certifying that all construction and restoration work has been completed:

- 4.4.1 Workers' Compensation Insurance with limits as required by the applicable statutes of the State of Illinois.
- 4.4.2 Employer's Liability Insurance with limits of not less than one million dollars (\$1,000,000.00) each accident/injury; five hundred thousand dollars (\$500,000.00) each employee/disease.
- 4.4.3 Commercial General Liability Insurance with limits of not less than one million dollars (\$1,000,000.00) per occurrence bodily injury/ property damage combined single limit; two million dollars (\$2,000,000.00) aggregate bodily injury/property damage combined single limit. The policy of Commercial General Liability Insurance shall provide "occurrence" based coverage and shall include an endorsement naming the Parties as additional insureds on a primary and noncontributory basis. The Commercial General Liability policy, together with the Umbrella/excess liability coverage required below, shall include, but need not be limited to, the following:
 - (a) premises/operations coverage;
 - (b) products/completed operations coverage for at least three years following substantial completion of the project;
 - (c) contractual liability;
 - (d) personal injury coverage;
 - (e) broad form property damage coverage;
 - (f) explosion, collapse, and underground coverage; and
 - (g) independent contractor liability coverage.
- 4.4.4 Comprehensive Motor Vehicle Liability Insurance with limits of not less than two million dollars (\$2,000,000.00) each accident bodily injury/property damage combined single limit.
- 4.4.5 Umbrella/excess liability insurance shall be in force for a minimum limit of four million dollars (\$4,000,000) per each occurrence bodily injury/property damage combined single limit. The umbrella coverage shall apply in excess above the limits stated in subparagraphs 4.4.3 and 4.4.4 above.
- 4.4.6 Contractor's Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves, or if during the project, the project is discovered to involve actual or potential environmental hazards) with limits no less than five million dollars (\$5,000,000) per occurrence or claim.

- 4.4.7 Professional Services Liability. If either Party or any contractor or subcontractor provide professional services, they shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and/or wrongful act arising out of the performance or any failure to perform professional services, and two million dollars (\$2,000,000) in policy aggregate.
- 4.4.8 The foregoing insurance coverage shall be provided by companies authorized to transact business in the State of Illinois and acceptable to and approved by the Parties. To the extent practicable, the COUNTY shall provide the Parties with a Certificate of Insurance for each of the coverages specified above and, if requested, copies of the policies or endorsements issued by the insurers. Each certificate and policy shall provide that no cancellation or modification of the policy will occur without at least thirty (30) days' prior written notice to the Parties. The COUNTY shall not allow any contractor, or consultant, to commence work on properties owned by the Parties until all the insurance coverage required under this paragraph have been obtained and satisfactory evidence thereof has been furnished in writing to the Parties. From the date of execution of this agreement until the PROJECT's satisfactory completion, each contract between the COUNTY and a contractor and, or consultant, performing work and/or maintenance on the properties owned by the Parties shall provide that each of the Parties is intended as a third-party beneficiary of the insurance obligation that is required of the contractor, or consultant, under this paragraph. Each party may require, as part of their pre-bid comments, that any COUNTY-hired vendor performing work and/or maintenance on their property, or right-of-way, maintain insurance coverage in higher amounts and, or, that such coverage include specific endorsements.
- 4.5 The COUNTY agrees to cooperate with the PARK DISTRICT regarding any reasonable proposed changes, alterations, or modifications to the BID DOCUMENTS, including, but not limited to any proposed bidding addenda, field adjustments, or change orders. To the extent that said changes, alterations or modifications affects another Party's costs, use of its property and, or, future maintenance requirements, the affected Party shall be given reasonable advance notification and opportunity for review, comment, and concurrence prior to implementing such changes, alterations, or modifications to the BID DOCUMENTS. No Party shall unreasonably withhold, condition, delay or deny a request made by another Party. Minor plan revisions which become necessary due to any field conditions may be made without the other Parties' review, comment, or concurrence.
- 4.6 The COUNTY shall confine all construction activities, including temporary staging areas and equipment access routes on PARK DISTRICT property to those

areas designated in the Temporary Access Agreement, attached to this document as EXHIBIT A (hereinafter referred to as the “PROJECT AREA”), or as otherwise agreed to by the contactor, PARK DISTRICT, and COUNTY. The COUNTY shall be responsible for restoring any and all property of the PARK DISTRICT located outside of the PROJECT AREA that is disturbed during the course of construction to the satisfaction of the affected Party. PARK DISTRICT property located inside the PROJECT AREA shall be restored to pre-existing conditions as depicted in the BID DOCUMENTS.

- 4.7 The COUNTY shall be responsible for any day-to-day inspection and construction management of the construction work on the PROJECT. The PARK DISTRICT shall have the right to monitor the work for the purpose of ensuring that the work occurring on their respective property conforms to the approved BID DOCUMENTS. Should the PARK DISTRICT determine that any work being performed on the PROJECT is not proceeding in accordance with approved BID DOCUMENTS, the PARK DISTRICT shall notify the COUNTY in writing of such failure. The COUNTY shall be responsible for causing the improper work to be adjusted so as to comply with approved BID DOCUMENTS.
- 4.8 During construction of the PROJECT, the COUNTY shall require its contractor(s) to prohibit public access to the various construction sites and provide for the general security of the work limits, including the prevention of dumping, by taking appropriate measures such as signage, barricades, and temporary fencing, where appropriate.
- 4.9 The COUNTY shall require its contractor(s) to assume sole responsibility for the safety of all persons involved in the construction of the PROJECT and to take such measures as are necessary to ensure that the work site is maintained in a reasonably safe condition, which shall include the installation of appropriate barricades and warning signs.
- 4.10 Following the construction activities, the COUNTY shall be responsible for establishing the native planting plan as depicted in the Final Plan (collectively the “Restoration Component”). The COUNTY shall perform vegetation restoration on PARK DISTRICT property as shown on the plans. Such work shall include seeding, planting, other vegetation restoration measures and post-planting management on the PARK DISTRICT property for the duration of the 10-year Operations & Maintenance Plan (hereinafter referred to as the “O&M PLAN”) following the completion of the construction activities. More specifically, the PARK DISTRICT agrees that such restoration and enhancement work shall be as depicted and described in the plan drawings of the Final Plan and within the O&M PLAN, and such amendments and addendum thereto that may be approved by the COUNTY and PARK DISTRICT.
- 4.11 The COUNTY shall be responsible for successful completion of all phases of the PROJECT, from design and construction through the 10-year O&M PLAN for the

practices implemented under this Agreement as required by Illinois Environmental Protection Agency under the Section 319(h) grant award.

- 4.12 Long-term maintenance of all project components on COUNTY property shall be the responsibility of the COUNTY.
- 4.13 During the Restoration Component work on PARK DISTRICT property, the COUNTY shall be responsible for scheduling and coordinating an annual joint field inspection of the PROJECT's restoration with appropriate staff representatives from each of those Parties. The COUNTY shall document the results of said field inspections, which shall: include descriptions of any noted PROJECT deficiencies; recommend corrective actions; and identify the party designated for proper and timely response.
- 4.14 The COUNTY shall give notice(s) to the PARK DISTRICT of the date(s) for a final inspection of the PROJECT'S construction work following completion thereof. The PARK DISTRICT shall have thirty (30) calendar days from the receipt of said notices to conduct their final inspections of the completed site or phase and issue its approval or rejection, as circumstances warrant, for the work completed on their respective properties. In the event that the PARK DISTRICT determines that work on their property does not conform to the BID DOCUMENTS, the PARK DISTRICT shall give notice within the thirty (30) day period of any defects or deficiencies thereof. Said notice shall describe, in detail, the work not performed according to the BID DOCUMENTS and shall also set out the PARK DISTRICT's recommendations for any corrective work it deems necessary. Even after the PARK DISTRICT has determined the PROJECT work to have been satisfactorily completed, the COUNTY shall remain responsible for conditional compliance with all applicable outstanding permits until such time as the issuing agency signs-off on the PROJECT, or any particular PROJECT component, as applicable. During this time the PARK DISTRICT shall take no action that causes the PROJECT to fail regulatory review. Should the PARK DISTRICT fail to timely notify the COUNTY of any nonconforming work, defects or deficiencies, the PARK DISTRICT shall be deemed to have approved and accepted that PROJECT work.
- 4.15 The COUNTY shall bear its own expenses related to the use of its employees or consultants for any review, site inspections, meeting attendance or the preparation and issuance of any comments provided for in this AGREEMENT.

5.0 PARK DISTRICT RIGHTS AND RESPONSIBILITIES

- 5.1 The PARK DISTRICT shall reserve the right to review the PROJECT plans and specifications, prior to the COUNTY'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 meet all PARK DISTRICT requirements.

- 5.2 The PARK DISTRICT may attend any pre-bid meeting, construction progress meetings or site visits conducted by the COUNTY as part of the COUNTY’s procurement process, as specified in Paragraph 4.1 of this AGREEMENT.
- 5.3 The PARK DISTRICT agrees to cooperate with the COUNTY regarding any significant proposed changes, alterations, or modifications to the BID DOCUMENTS including, but not limited to any proposed bidding addenda, field adjustments, or change orders, to the extent that said changes, alterations or modifications affects the COUNTY’s costs, use of its property and, or, future maintenance requirements, by providing reasonably prompt review, comment, and concurrence, which shall not be unreasonably withheld, conditioned, delayed or denied by the PARK DISTRICT.
- 5.4 The PARK DISTRICT hereby grants the COUNTY’S employees, consultant(s) and contractor(s) permission to enter upon PARK DISTRICT property, depicted in EXHIBITS A and B, at no cost to the COUNTY, for such purposes necessary and attendant to establishing and constructing the PROJECT pursuant to this AGREEMENT. The PARK DISTRICT shall grant to the COUNTY, at no cost to the COUNTY the authority to access and undertake PROJECT-related activities, including but not limited to construction, construction management, grading, excavation, filling, vegetative plantings, site restoration, monitoring and testing throughout the PROJECT AREA lying on PARK DISTRICT property. The PARK DISTRICT shall not be responsible for the means, methods, techniques, or procedures with respect to the construction of the PROJECT, nor for the safety of persons performing work on PARK DISTRICT property.
- 5.5 The PARK DISTRICT shall have the right to monitor the work in the PROJECT AREA for the purpose of insuring that the work conforms to the approved BID DOCUMENTS, the bid terms, and conditions of this AGREEMENT.
- 5.6 The PARK DISTRICT shall grant to the COUNTY, at no cost to the COUNTY, permission to access, maintain, and monitor the native vegetation within the PROJECT AREA on PARK DISTRICT property for the duration of the maintenance and monitoring period, in accordance with the PROJECT documents.
- 5.7 The PARK DISTRICT shall provide appropriate staff representative(s), or consultant(s), to attend the final inspection of the PROJECT, and any annual field inspections, as scheduled and coordinated by the COUNTY. The COUNTY shall, in an appropriate and timely manner, properly address and correct any noted PROJECT deficiencies that are determined to exist in any part or component of the PROJECT.

- 5.8 The PARK DISTRICT shall bear its own expenses related to the use of its employees or consultants for any review, site inspections, meeting attendance or the preparation and issuance of any comments provided for in this AGREEMENT.
- 5.9 The PARK DISTRICT shall acknowledge the COUNTY in any publications resulting from work achieved in conjunction with this PROJECT. Any publications shall include the following phrase: "Funding for this project provided, in part, by the Illinois Environmental Protection Agency through Section 319 of the Clean Water Act."
- 5.10 Following the 10-year O&M PLAN, long-term maintenance of all project components on PARK DISTRICT property shall be the responsibility of the PARK DISTRICT.
- 5.11 Upon PROJECT completion, the PARK DISTRICT shall be responsible for permanently maintaining all improvements outside of PROJECT scope.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The COUNTY shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.
- 6.2 The PARK DISTRICT understands and agrees that Illinois Environmental Protection Agency funds are subject to audit. The PARK DISTRICT agrees to assist the COUNTY in responding to any audits of the funds used for the PROJECT.

7.0 INDEMNIFICATION.

- 7.1 The COUNTY shall indemnify, hold harmless and defend the PARK DISTRICT or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S performance under this AGREEMENT to the fullest extent the COUNTY is so authorized under the law; provided, however, that the COUNTY shall not be obligated to indemnify, hold harmless and defend the PARK DISTRICT for any negligent or intentional wrongful misconduct or omissions by PARK DISTRICT officials, employees, agents, contractors or personnel.
- 7.2 The COUNTY shall specifically indemnify, hold harmless and defend the PARK DISTRICT or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions,

including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with the use of Section 319(h) funds for this project, including, but not limited to audits, recoupment of the Section 319(h) funds used for this project, or fines and penalties assessed related to using Section 319(h) funds for this project.

- 7.3 The PARK DISTRICT 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 PARK DISTRICT's performance under this AGREEMENT to the fullest extent the PARK DISTRICT is so authorized under the law; provided, however, that the PARK DISTRICT 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.
- 7.4 The COUNTY shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the PARK DISTRICT and COUNTY as an additional insured party on said vendor's liability insurance policy, on a primary and noncontributory basis. Further, the COUNTY shall require that its consultants and contractors indemnify, defend and hold harmless the PARK DISTRICT and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.
- 7.5 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraphs 7.1 through 7.4 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove PARK DISTRICT'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 either Party or its consultants, contractors or agents. The indemnification obligations hereunder shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

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

9.0 TERM OF THIS AGREEMENT.

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
 - 9.1.1 December 31, 2036, or to a new date agreed upon by the parties.
 - 9.1.2 The completion by the PARK DISTRICT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 31, 2036.

10.0 ENTIRE AGREEMENT.

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

11.0 SEVERABILITY.

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

not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

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

13.0 NOTICES.

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

Thomas Bower Executive Director Winfield Park District 0N020 County Farm Road Winfield, IL 60190	DuPage County State’s Attorney’s Office ATTN: Civil Bureau 503 N. County Farm Rd. Wheaton, Illinois 60187	Sarah Hunn Director DuPage County Stormwater Management 421 N. County Farm Road Wheaton, Illinois 60187
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14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

15.0 NO WAIVER OF TORT IMMUNITIES

- 15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the

parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

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

COUNTY OF DUPAGE

WINFIELD PARK DISTRICT

Deborah A. Conroy,
Chair
DuPage County Board

ATTEST

ATTEST:

Jean Kaczmarek
County Clerk

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

The Winfield Park District, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois having its principal office in the Village of Winfield, County of DuPage and the State of Illinois, as property owner, (hereinafter referred to as "Grantor") for and in consideration of one dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, conveys and warrants to the County of DuPage, Illinois, a body politic and corporate existing under laws of the State of Illinois, with its principal offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as "Grantee"), and its successors and/or assigns, a temporary construction easement ("temporary construction easement") for the purposes of: 1) ingress and egress on, over and across said easement to clear trees and shrubs for the Winfield Creek Stream Restoration Project, and 2) use of the Easement Areas for any attendant purposes, including but not limited to construction staging, the storage of supplies, equipment, and stockpiling of materials related to the Project.

The temporary construction easement shall be located on the parcels depicted in EXHIBIT A (Winfield Park District Parcel 1) and EXHIBIT B (Winfield Park District Parcel 2). The easement is legally described as follows:

The easement area shall be located, in whole or in part, on the parcels identified as:

Winfield Park District Parcel 1:

THE EASTERLY 65 FEET OF LOT 5 IN WINFIELD FARMS, BEING A SUBDIVISION IN SECTIONS 12, 13 AND 14, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 3, 1908 AS DOCUMENT 093153, IN DUPAGE COUNTY, ILLINOIS.

Common Property Address: East Street Park, Winfield, Illinois 60190

Permanent Parcel Number(s): 04-13-217-002

Winfield Park District Parcel 2:

THE EASTERLY 65 FEET OF THE SOUTH 207.14 OF LOT 4 IN WINFIELD FARMS, BEING A SUBDIVISION IN SECTIONS 12, 13 AND 14, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 3, 1908 AS DOCUMENT 093153, IN DUPAGE COUNTY, ILLINOIS.

Common Property Address: East Street Park, Winfield, Illinois 60190

Permanent Parcel Number(s): 04-13-217-006

Prepared by: DuPage County Stormwater
Management
421 North County Farm Road
Wheaton, Illinois 60187

Return to: Attn: Avery Mumm
DuPage County Stormwater Management
421 North County Farm Road
Wheaton, Illinois 60187

[Remainder of page left intentionally blank]

1. Definitions: The following terms shall be understood to have the meaning set forth herein:
 - a) “Easement Areas” shall mean the collective area of the Temporary Construction Easement during its term.
 - b) “Improvements” shall mean clearing of trees and shrubs as necessary for the Winfield Creek Stream Restoration Project.
 - c) “Temporary Construction Easement” shall be legally described herein. Said easement shall, notwithstanding any errors or discrepancies in said legal descriptions be the easterly sixty-five (65’) feet of Parcel 1 and the easterly sixty-five (65’) feet of Parcel 2.
2. This Grant is made by the Grantor and accepted by the Grantee under the following terms and conditions:
 - a) The Temporary Construction Easement is granted specifically for the purpose of allowing the Grantee temporary ingress and egress onto, over, under, above and along the Easement Areas to conduct the Winfield Stream Restoration Project on Park District property.
 - b) The Temporary Construction Easement shall expire two (2) years from the final execution date of this Agreement.
 - c) During the term of this temporary construction easement, Grantee may from time to time, through its employees, officers and officials enter upon the Easement Areas, to perform activities related to the Projects.
 - d) The rights and obligations of the Grantee shall extend to its employees, officers, agents, consultants, contractors, sub-contractors, assigns and successors.
 - e) Grantee agrees that it will perform any work hereby authorized within the Easement Areas with reasonable care, skill and diligence. The Grantee will perform all work in such a way as to avoid harm to the Grantor’s real or personal property adjacent to said Easement Areas.
 - f) Grantee shall require any contractor doing work in the Easement Areas to indemnify, defend and hold the Grantor harmless from and against any liability, claims, loss, liens or damages that may occur or arise on account of the contractor’s work within the Easement Areas. Further, any such contractor shall fully compensate the Grantor in the event any of Grantor’s real or personal property is negatively disturbed or damaged by the contractor. The Grantee shall, at its election, pay the Grantor for the costs of repairing, restoring or replacing the disturbed land or property, or undertake the repairs and restorations, for any land or property damaged by Grantee’s officers or employees. Repairs or restoration shall

be to a condition as nearly as possible to the condition in which the land existed before the Grantee's disturbance or damage thereto. The Grantee shall restore disturbed grass with seed or patch only.

g) The Grantee may store equipment and materials within the Easement Areas while performing any work within said easements. Grantee will promptly removal all such stored items upon its completion of the authorized work.

h) The easement granted herein shall be non-exclusive to the Grantee.

3. The Grantor's retained rights and obligations shall be as follows:

a) Grantor shall have and retain all rights to the use, enjoyment and occupation of the aforesaid Easement Areas, including all obligations attendant thereto such as maintenance, as set forth below, and payment of real estate taxes, if any. Grantor may engage in any use provided that Grantor's act does not adversely affect the intended purposes for which the Easement Area(s) is/are intended to serve.

b) The Grantee shall obtain any required governmental permits, licenses or approvals prior to commencing any work, excepting such work necessary for the preparation of construction plans and, or, governmental submittals such as the performance of surveys, soil borings, environmental audits, etc. Upon written request, the Grantee shall provide the Grantor with copies of any governmental permits, licenses, approval or submittals for said authorizations relating to Grantee's work within the Easement Areas. The Grantee shall abide by and comply with every condition, term or covenant of said governmental permits, licenses or approvals and shall further do all work in accord with the applicable local, State and Federal laws, ordinances, rules and regulations

4. The Grantor shall be responsible for the routine surface maintenance of the Easement Areas during such times that the Grantee is not engaged in any construction, replacement or repair work within said Easement Areas. This provision is not intended to create any new or different obligation on the part of the Grantor than those obligations the Grantor would normally have under the law but, instead, is intended to ensure that the Grantor adequately mows and cleans up its property such that the Easement Areas may be utilized by the Grantee. If the Grantor fails to properly remedy any complained of condition(s) within ten (10) days, the Grantee has the right, but not the obligation, to undertake the requested maintenance and to bill the Grantor for Grantee's expenses doing so.

5. Grantor acknowledges permanent grade alterations are necessary to construct the project. Upon expiration of this easement the land alterations may not be altered. Grantor is responsible for the permanent maintenance of the land, including but not limited to mowing, vegetation maintenance, and debris removal.

6. Whenever any provision of this Easement Grant requires one party (the first party) to undertake any review or do any act or give its consent or approval to the other party (second party), the first party shall not unreasonably delay, withhold, condition or deny the act, review, consent or approval.
7. Grantor represents and warrants as follows: (a) Grantor is the fee simple owner of the parcel of real estate containing the Easement Areas; (b) Grantor has full authority and capacity to enter into this Grant; and (c) that the Grantee has made no warranty or guaranty, promise or assurance relative to the drainage condition on Grantor's property or the change, modification or alteration thereof caused by or resulting from the Grantee's Improvements.
8. If any provision of this Grant is held to be invalid by any court, the invalidity of that provision shall not affect the validity of the remaining provisions of this Grant.
9. The failure of either Grantor or Grantee to insist upon the performance of any of the terms or conditions of this Grant shall not be construed as thereafter waiving any such terms or conditions, but such terms and conditions shall continue in full force and effect as if no such forbearance or waiver had occurred. If either Grantor or Grantee expressly waives, in writing, any breach of the terms or conditions of this Grant, such waiver shall not be deemed to be a waiver or any other breach whether preceding or succeeding and whether of the same or of a similar nature.

[Remainder of page left intentionally blank]

Dated this _____ day of _____, 2025.

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed on the date written above.

GRANTOR:

By: _____

name:

title:

By: _____

name:

title:

STATE OF ILLINOIS)

COUNTY OF _____) Ss

)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me, to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary acts, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2025.

Notary Public _____

My commission expires:

GRANTEE: COUNTY OF DUPAGE

By: _____

Name: Sarah Hunn

Title: Director, DuPage County Stormwater Management

Given under my hand and official seal, this ____ day of _____, 2025.

Notary Public _____

My commission expires:

EXHIBIT A



Temporary Easement Area1

EXHIBIT B



0413217006

65'



Temporary Easement Area

1 inch = 60 **155**



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0012-25

Agenda Date: 5/6/2025

Agenda #: 8.I.

AWARDING RESOLUTION
ISSUED TO SEMPER FI LANDSCAPING, INC.
FOR THE WINFIELD CREEK STREAMBANK STABILIZATION PROJECT
(CONTRACT AMOUNT \$612,015.97)

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

WHEREAS, the lowest most responsible bidder has been designated and the Stormwater Management Committee recommends County Board approval for the issuance of a contract for Professional Services for the Winfield Creek Streambank Stabilization Project, for the period May 13, 2025 to November 30, 2030.

NOW, THEREFORE, BE IT RESOLVED that County Contract, covering said, for Professional Services for the Winfield Creek Streambank Stabilization Project, be and it is hereby approved for issuance of a Contract by the Procurement Division, to Semper Fi Landscaping, Inc., 10744 Route 47, Yorkville, IL 60560, for the total contract amount not to exceed \$612,015.97, per lowest responsible Bid #25-038-SWM.

Enacted and approved this 13th day of May, 2025 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

General Tracking		Contract Terms	
FILE ID#: SM-P-0012-25	RFP, BID, QUOTE OR RENEWAL #: 25-038-SWM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$612,015.97
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 05/06/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$612,015.97
	CURRENT TERM TOTAL COST: \$612,015.97	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Semper Fi Landscaping, Inc.	VENDOR #:	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Roberto R Velazquez	VENDOR CONTACT PHONE: 630-518-8484	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: robert@semperfi.land	VENDOR WEBSITE:	DEPT REQ #: 1600-2511	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). DuPage County Bid #25-038-SWM - Winfield Creek Streambank Stabilization Project			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished DuPage County Bid #25-038-SWM			

SECTION 2: DECISION MEMO REQUIREMENTS

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

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

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Semper Fi Landscaping, Inc.	Vendor#:	Dept: Stormwater Management	Division:
Attn: Roberto R. Velazquez	Email: robert@semperfi.land	Attn:	Email:
Address: 10744 Route 47	City: Yorkville	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60560	State: IL	Zip: 60187
Phone: 630-518-8484	Fax:	Phone: 630-407-6705	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 13, 2025	Contract End Date (PO25): November 30, 2030

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Winfield Creek Streambank Stabilization Project	FY25	5000	3065	54060	3192207	310,959.58	310,959.58
2	1	EA			FY25	1600	3000	54060		207,306.39	207,306.39
3	1	EA			FY26	1600	3000	54060		18,750.00	18,750.00
4	1	EA			FY27	1600	3000	54060		18,750.00	18,750.00
5	1	EA			FY28	1600	3000	54060		18,750.00	18,750.00
6	1	EA			FY29	1600	3000	54060		18,750.00	18,750.00
7	1	EA			FY30	1600	3000	54060		18,750.00	18,750.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 612,015.97

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

BID PRICING FORM

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	23-038-SWM
COMPANY NAME:	Semper Fi Landscaping, Inc.
CONTACT PERSON:	Roberto R Velazquez
CONTACT EMAIL:	robert@semperfi.land

Section II: Pricing

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	TREE REMOVAL (6-15 UNITS DIAMETER)	EA	154	\$37.92	\$5,839.68
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	EA	364	\$41.48	\$15,098.72
3	TEMPORARY FENCE (TREE PROTECTION FENCE)	LF	3614	\$2.50	\$9,035.00
4	WOODY VEGETATION REMOVAL AND HERBICIDE APPLICATION	SQ YD	21373	\$2.55	\$54,501.15
5	ECOLOGICAL MANAGEMENT	YEAR	5	\$18,750.00	\$93,750.00
6	EARTH EXCAVATION, SPECIAL (STREAMBANK GRADING)	CY	926.33	\$39.91	\$36,972.00
7	REMOVAL AND DISPOSAL OF NON-SPECIAL WASTE MATERIAL (STREAMBANK)	CY	926.33	\$74.11	\$68,650.32
8	VEGETATED ROCK TOE	TON	448	\$124.18	\$55,632.63
9	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	3283	\$7.46	\$24,480.49
10	PERIMETER EROSION BARRIER	LF	2815	\$4.25	\$11,963.75
11	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	314	\$4.75	\$1,491.50
12	EROSION CONTROL BLANKET	SQ YD	3702	\$0.52	\$1,925.04
13	PERMANENT SEED, NATIVE (RIPARIAN SPECIES MIX)	ACRE	2.30	\$ 8,500.00	\$19,550.00
14	PERMANENT SEED, NATIVE (WETLAND ENHANCEMENT SPECIES MIX)	ACRE	6.16	\$8,500.00	\$52,360.00
15	PERMANENT SEED, NATIVE (FILTER STRIP SPECIES MIX)	ACRE	1.80	\$8,500.00	\$15,300.00
16	NATIVE TREES	EACH	70	\$710.00	\$49,700.00
17	NATIVE SHRUBS	EACH	90	\$125.00	\$11,250.00
18	SEEDING, CLASS 1	ACRE	0.160	\$5,500.00	\$880.00
19	SEEDING, CLASS 2A	ACRE	0.012	\$5,500.00	\$66.00

20	TEMPORARY CONSTRUCTION MATTING (ACCESS ROUTE IN WETLAND)	LF	5600	\$3.50	\$19,600.00
21	SEWER REMOVAL, 15" OR LESS	LF	15	\$45.00	\$675.00
22	COBBLE RIFFLES	TON	16	\$261.00	\$4,176.00
23	RIPRAP, RR-3	TON	10	\$353.80	\$3,538.00
24	RIPRAP, RR-4	TON	16	\$107.01	\$1,712.13
25	TEMPORARY COFFERDAM	EACH	5	\$1,800.00	\$9,000.00
26	12" FLARED END SECTION, METAL	EACH	2	\$1,700.00	\$3,400.00
27	ROCK CHECK DAM, COBBLE	TON	16	\$130.00	\$2,080.00
28	STORM SEWER, 12" CMP	LF	14	\$160.00	\$2,240.00
29	REMOVAL OF MISCELLANEOUS OBJECTS IN RIFFLE AREA	SQ YD	80	\$35.00	\$2,800.00
30	INTERPRETATIVE SIGNS	EA	5	\$550.00	\$2,750.00
31	EXISTING DRAIN TILE REPAIR	EA	5	\$575.00	\$2,875.00
32	AS-BUILT DRAWINGS	LS	1	\$3,715.00	\$3,715.00
33	CONTINGENCY				\$25,000.00
GRAND TOTAL					\$612,007.41
GRAND TOTAL (In words) Six Hundred Twelve Thousand Seven and 41/00					

Section III: Certification

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

Printed Name: Roberto R Velazquez

Signature: _____



Title: President

Date: 04/15/2025



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
WINFIELD CREEK STREAMBANK STABILIZATION PROJECT 25-038-SWM
BID TABULATION

				Semper Fi Landscaping, Inc.		HGS, LLC dba RES Environmental Operating Company, LLC		V3 Construction Group, LTD		Earthwerks Land Improvement and Development Corp.		Integrated Lakes Management, Inc.		Gale Construction Company		Copenhaver Construction, Inc.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	TREE REMOVAL (6-15 UNITS DIAMETER)	EA	154	\$ 37.92	\$ 5,839.68	\$ 55.00	\$ 8,470.00	\$ 59.00	\$ 9,086.00	\$ 80.00	\$ 12,320.00	\$ 52.25	\$ 8,046.50	\$ 144.10	\$ 22,191.40	\$ 36.00	\$ 5,544.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	EA	364	\$ 41.48	\$ 15,098.72	\$ 33.00	\$ 12,012.00	\$ 50.00	\$ 18,200.00	\$ 100.00	\$ 36,400.00	\$ 50.37	\$ 18,334.68	\$ 121.71	\$ 44,302.44	\$ 40.00	\$ 14,560.00
3	TEMPORARY FENCE (TREE PROTECTION FENCE)	LF	3614	\$ 2.50	\$ 9,035.00	\$ 3.60	\$ 13,010.40	\$ 5.50	\$ 19,877.00	\$ 8.00	\$ 28,912.00	\$ 1.58	\$ 5,710.12	\$ 5.74	\$ 20,744.36	\$ 6.00	\$ 21,684.00
4	WOODY VEGETATION REMOVAL AND HERBICIDE APPLICATION	SQ YD	21373	\$ 2.55	\$ 54,501.15	\$ 1.14	\$ 24,365.22	\$ 3.75	\$ 80,148.75	\$ 3.00	\$ 64,119.00	\$ 3.17	\$ 67,752.41	\$ 4.69	\$ 100,239.37	\$ 4.00	\$ 85,492.00
5	ECOLOGICAL MANAGEMENT	YEAR	5	\$ 18,750.00	\$ 93,750.00	\$ 23,300.00	\$ 116,500.00	\$ 25,500.00	\$ 127,500.00	\$ 69,000.00	\$ 345,000.00	\$ 24,900.00	\$ 124,500.00	\$ 29,897.66	\$ 149,488.30	\$ 65,000.00	\$ 325,000.00
6	EARTH EXCAVATION, SPECIAL (STREAMBANK GRADING)	CY	926.33	\$ 39.91	\$ 36,969.83	\$ 26.00	\$ 24,084.58	\$ 56.00	\$ 51,874.48	\$ 50.00	\$ 46,316.50	\$ 112.94	\$ 104,619.71	\$ 112.00	\$ 103,748.96	\$ 105.00	\$ 97,264.65
7	REMOVAL AND DISPOSAL OF NON- SPECIAL WASTE MATERIAL (STREAMBANK)	CY	926.33	\$ 74.11	\$ 68,650.32	\$ 98.00	\$ 90,780.34	\$ 94.00	\$ 87,075.02	\$ 20.00	\$ 18,526.60	\$ 139.79	\$ 129,491.67	\$ 56.00	\$ 51,874.48	\$ 50.00	\$ 46,316.50
8	VEGETATED ROCK TOE	TON	448	\$ 124.18	\$ 55,632.64	\$ 394.00	\$ 176,512.00	\$ 200.00	\$ 89,600.00	\$ 180.00	\$ 80,640.00	\$ 305.09	\$ 136,680.32	\$ 360.94	\$ 161,701.12	\$ 270.00	\$ 120,960.00
9	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	3283	\$ 7.46	\$ 24,491.18	\$ 16.18	\$ 53,118.94	\$ 22.00	\$ 72,226.00	\$ 10.00	\$ 32,830.00	\$ 5.06	\$ 16,611.98	\$ 16.86	\$ 55,351.38	\$ 8.00	\$ 26,264.00
10	PERIMETER EROSION BARRIER	LF	2815	\$ 4.25	\$ 11,963.75	\$ 4.07	\$ 11,457.05	\$ 5.50	\$ 15,482.50	\$ 2.00	\$ 5,630.00	\$ 5.97	\$ 16,805.55	\$ 12.38	\$ 34,849.70	\$ 4.00	\$ 11,260.00
11	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	314	\$ 4.75	\$ 1,491.50	\$ 31.00	\$ 9,734.00	\$ 36.00	\$ 11,304.00	\$ 10.00	\$ 3,140.00	\$ 87.46	\$ 27,462.44	\$ 164.90	\$ 51,778.60	\$ 40.00	\$ 12,560.00
12	EROSION CONTROL BLANKET	SQ YD	3702	\$ 0.52	\$ 1,925.04	\$ 2.43	\$ 8,995.86	\$ 2.75	\$ 10,180.50	\$ 2.00	\$ 7,404.00	\$ 4.20	\$ 15,548.40	\$ 3.78	\$ 13,993.56	\$ 4.00	\$ 14,808.00
13	PERMANENT SEED, NATIVE (RIPARIAN SPECIES MIX)	ACRE	2.30	\$ 8,500.00	\$ 19,550.00	\$ 2,930.00	\$ 6,739.00	\$ 5,100.00	\$ 11,730.00	\$ 3,200.00	\$ 7,360.00	\$ 2,470.43	\$ 5,681.99	\$ 8,254.00	\$ 18,984.20	\$ 9,000.00	\$ 20,700.00
14	PERMANENT SEED, NATIVE (WETLAND ENHANCEMENT SPECIES MIX)	ACRE	6.16	\$ 8,500.00	\$ 52,360.00	\$ 3,190.00	\$ 19,650.40	\$ 5,400.00	\$ 33,264.00	\$ 3,200.00	\$ 19,712.00	\$ 2,425.91	\$ 14,943.61	\$ 8,821.54	\$ 54,340.69	\$ 9,000.00	\$ 55,440.00
15	PERMANENT SEED, NATIVE (FILTER STRIP SPECIES MIX)	ACRE	1.80	\$ 8,500.00	\$ 15,300.00	\$ 2,520.00	\$ 4,536.00	\$ 4,600.00	\$ 8,280.00	\$ 2,250.00	\$ 4,050.00	\$ 2,514.09	\$ 4,525.36	\$ 7,526.53	\$ 13,547.75	\$ 11,000.00	\$ 19,800.00
16	NATIVE TREES	EACH	70	\$ 710.00	\$ 49,700.00	\$ 567.00	\$ 39,690.00	\$ 600.00	\$ 42,000.00	\$ 950.00	\$ 66,500.00	\$ 396.34	\$ 27,743.80	\$ 895.35	\$ 62,674.50	\$ 800.00	\$ 56,000.00
17	NATIVE SHRUBS	EACH	90	\$ 125.00	\$ 11,250.00	\$ 83.00	\$ 7,470.00	\$ 130.00	\$ 11,700.00	\$ 145.00	\$ 13,050.00	\$ 94.92	\$ 8,542.80	\$ 188.86	\$ 16,997.40	\$ 150.00	\$ 13,500.00
18	SEEDING, CLASS 1	ACRE	0.160	\$ 5,500.00	\$ 880.00	\$ 6,700.00	\$ 1,072.00	\$ 14,200.00	\$ 2,272.00	\$ 2,500.00	\$ 400.00	\$ 2,662.50	\$ 426.00	\$ 6,540.25	\$ 1,046.44	\$ 10,000.00	\$ 1,600.00
19	SEEDING, CLASS 2A	ACRE	0.012	\$ 5,500.00	\$ 66.00	\$ 7,500.00	\$ 90.00	\$ 64,900.00	\$ 778.80	\$ 2,500.00	\$ 30.00	\$ 35,500.00	\$ 426.00	\$ 55,910.00	\$ 670.92	\$ 20,000.00	\$ 240.00

				Semper Fi Landscaping, Inc.		HGS, LLC dba RES Environmental Operating Company, LLC		V3 Construction Group, LTD		Earthwerks Land Improvement and Development Corp.		Integrated Lakes Management, Inc.		Gale Construction Company		Copenhaver Construction, Inc.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
20	TEMPORARY CONSTRUCTION MATTING (ACCESS ROUTE IN WETLAND)	LF	5600	\$ 3.50	\$ 19,600.00	\$ 24.06	\$ 134,736.00	\$ 1.00	\$ 5,600.00	\$ 3.00	\$ 16,800.00	\$ 28.28	\$ 158,368.00	\$ 6.25	\$ 35,000.00	\$ 50.00	\$ 280,000.00
21	SEWER REMOVAL, 15" OR LESS	LF	15	\$ 45.00	\$ 675.00	\$ 24.00	\$ 360.00	\$ 67.00	\$ 1,005.00	\$ 1.00	\$ 15.00	\$ 90.76	\$ 1,361.40	\$ 156.20	\$ 2,343.00	\$ 40.00	\$ 600.00
22	COBBLE RIFFLES	TON	16	\$ 261.00	\$ 4,176.00	\$ 229.00	\$ 3,664.00	\$ 690.00	\$ 11,040.00	\$ 140.00	\$ 2,240.00	\$ 1,778.70	\$ 28,459.20	\$ 699.49	\$ 11,191.84	\$ 520.00	\$ 8,320.00
23	RIPRAP, RR-3	TON	10	\$ 353.80	\$ 3,538.00	\$ 122.00	\$ 1,220.00	\$ 250.00	\$ 2,500.00	\$ 80.00	\$ 800.00	\$ 446.40	\$ 4,464.00	\$ 516.22	\$ 5,162.20	\$ 450.00	\$ 4,500.00
24	RIPRAP, RR-4	TON	16	\$ 107.01	\$ 1,712.16	\$ 118.00	\$ 1,888.00	\$ 260.00	\$ 4,160.00	\$ 100.00	\$ 1,600.00	\$ 318.60	\$ 5,097.60	\$ 390.32	\$ 6,245.12	\$ 480.00	\$ 7,680.00
25	TEMPORARY COFFERDAM	EACH	5	\$ 1,800.00	\$ 9,000.00	\$ 0.01	\$ 0.05	\$ 18,000.00	\$ 90,000.00	\$ 28,620.00	\$ 143,100.00	\$ 5,142.96	\$ 25,714.80	\$ 10,499.17	\$ 52,495.85	\$ 25,000.00	\$ 125,000.00
26	12" FLARED END SECTION, METAL	EACH	2	\$ 1,700.00	\$ 3,400.00	\$ 291.00	\$ 582.00	\$ 1,800.00	\$ 3,600.00	\$ 500.00	\$ 1,000.00	\$ 1,081.50	\$ 2,163.00	\$ 2,220.72	\$ 4,441.44	\$ 1,500.00	\$ 3,000.00
27	ROCK CHECK DAM, COBBLE	TON	16	\$ 130.00	\$ 2,080.00	\$ 277.00	\$ 4,432.00	\$ 350.00	\$ 5,600.00	\$ 180.00	\$ 2,880.00	\$ 1,114.20	\$ 17,827.20	\$ 537.21	\$ 8,595.36	\$ 250.00	\$ 4,000.00
28	STORM SEWER, 12" CMP	LF	14	\$ 160.00	\$ 2,240.00	\$ 150.00	\$ 2,100.00	\$ 120.00	\$ 1,680.00	\$ 30.00	\$ 420.00	\$ 161.53	\$ 2,261.42	\$ 119.54	\$ 1,673.56	\$ 550.00	\$ 7,700.00
29	REMOVAL OF MISCELLANEOUS OBJECTS IN RIFFLE AREA	SQ YD	80	\$ 35.00	\$ 2,800.00	\$ 10.00	\$ 800.00	\$ 12.00	\$ 960.00	\$ 10.00	\$ 800.00	\$ 117.65	\$ 9,412.00	\$ 44.72	\$ 3,577.60	\$ 50.00	\$ 4,000.00
30	INTERPRETATIVE SIGNS	EA	5	\$ 550.00	\$ 2,750.00	\$ 3,560.00	\$ 17,800.00	\$ 1,700.00	\$ 8,500.00	\$ 1,500.00	\$ 7,500.00	\$ 3,624.48	\$ 18,122.40	\$ 2,797.97	\$ 13,989.85	\$ 1,500.00	\$ 7,500.00
31	EXISTING DRAIN TILE REPAIR	EA	5	\$ 575.00	\$ 2,875.00	\$ 267.00	\$ 1,335.00	\$ 690.00	\$ 3,450.00	\$ 300.00	\$ 1,500.00	\$ 600.00	\$ 3,000.00	\$ 614.51	\$ 3,072.55	\$ 800.00	\$ 4,000.00
32	AS-BUILT DRAWINGS	LS	1	\$ 3,715.00	\$ 3,715.00	\$ 5,900.00	\$ 5,900.00	\$ 1,325.95	\$ 1,325.95	\$ 4,000.00	\$ 4,000.00	\$ 21,600.00	\$ 21,600.00	\$ 13,989.83	\$ 13,989.83	\$ 500.00	\$ 500.00
33	CONTINGENCY				\$ 25,000.00		\$ 25,000.00		\$ 25,000.00		\$ 25,000.00		\$ 25,000.00		\$ 25,000.00		\$ 25,000.00
GRAND TOTAL					\$ 612,015.97		\$ 828,104.84		\$ 867,000.00		\$ 999,995.10		\$ 1,056,704.36		\$ 1,165,303.77		\$ 1,430,793.15

NOTES																	
1. Semper Fi Landscaping Inc had five (5) errors:																	
a. Item 6 when multiplied out (\$39.91 x 926.33) resulted in an Extended Price of \$36,969.83																	
b. Item 8 when multiplied out (\$124.18 x 448) resulted in an Extended Price of \$55,632.64																	
c. Item 9 when multiplied out (\$7.46 x 3283) resulted in an Extended Price of \$24,491.18																	
d. Item 24 when multiplied out (\$107.01 x 16) resulted in an Extended Price of \$1,712.16																	
e. The Grand Total was corrected to \$612,015.97																	
2. Earthwerks Land Improvement and Development Corp. had two (2) errors:																	
a. Item 26 when multiplied out (\$500.00 x 2) resulted in an Extended Price of \$1,000.00																	
b. The Grand Total was corrected to \$999,995.10																	

Bid Opening 4/16/2025 @ 9:30 AM	DW, SR,JL,SH
Invitations Sent	18
Total Vendors Requesting Documents	1
Total Bid Responses	7



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

MANDATORY FORM

Section I: Contact Information

Complete the contact information below.

BID NUMBER:	23-038-SWM
COMPANY NAME:	Semper Fi Landscaping, Inc.
MAIN ADDRESS:	10744 Route 47
CITY, STATE, ZIP CODE:	Yorkville IL 60560
TELEPHONE NO.:	630-518-8484
BID CONTACT PERSON:	Roberto R Velazquez
CONTACT EMAIL:	robert@semperfi.land

Section II: Contract Administration Information

Complete the contract administration information below.

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME:	Semper Fi Landscaping, Inc.	NAME:	Semper Fi Landscaping, Inc.
CONTACT:	Roberto R Velazquez	CONTACT:	Ashleigh Ellingsworth
ADDRESS:	10744 Route 47	ADDRESS:	10744 Route 47
CITY, ST., ZIP:	Yorkville, IL 60560	CITY, ST., ZIP:	Yorkville, IL 60560
PHONE NO.:	630-518-8484	PHONE NO.:	630-518-8484
EMAIL:	robert@semperfi.land	EMAIL:	robert@semperfi.land

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

Roberto R Velazquez
(President or Partner)

Rodolfo Velazquez
(Vice-President or Partner)

Frances M Ramirez
(Secretary or Partner)

Frances M Ramirez
(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 01, _____, and _____ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time 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 Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

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

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

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

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

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

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

Printed Name: Roberto R Velazquez

Signature: _____

Title: President

Date: 04/15/2025



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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-038-SWM
COMPANY NAME:	Semper Fi Landscaping, Inc.
CONTACT PERSON:	Roberto R Velazquez
CONTACT EMAIL:	robert@semperfi.land

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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

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

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

☐ Yes

☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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

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

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

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

Section IV: Certification

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

Printed Name: Roberto R Velazquez

Signature: 

Title: President

Date: 04/15/2025



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0013-25

Agenda Date: 5/6/2025

Agenda #: 8.J.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND CIVIL AND ENVIRONMENTAL CONSULTANTS, INC.
FOR ON CALL LAND SURVEYING SERVICES

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

WHEREAS, the COUNTY requires various professional services (surveying, wetland analysis, flood plain modeling, etc.), on an on-call basis, as necessary for its facilities, small-scale stormwater management and drainage investigations (hereinafter referred to as "PROJECT" or "Work Orders"), and

WHEREAS, the Civil and Environmental Consultants, Inc. (CONSULTANT) has experience and expertise in this area and is in the business of providing such professional services required by the County and is willing to perform the required services, as needed on an on-call basis, for an amount not to exceed fifty thousand dollars and no cents (\$50,000.00).

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Civil and Environmental Consulting, Inc., is hereby accepted and approved in an amount not to exceed fifty thousand dollars and zero cents (\$50,000.00) and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Civil & Environmental Consultants, Inc., Attn: Brian Wozniak, 1230 East Diehl Road, Suite 200, Naperville, IL 60563IL 60015; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 13th day of May, 2025 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

General Tracking		Contract Terms	
FILE ID#: SM-P-0013-25	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$50,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 05/06/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$100,000.00
	CURRENT TERM TOTAL COST: \$50,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Civil & Environmental Consultants, Inc.	VENDOR #: 37884	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Brian Wozniak	VENDOR CONTACT PHONE: 630-963-6026	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: bwozniak@cecinc.com	VENDOR WEBSITE: https://www.cecinc.com/	DEPT REQ #: 1600-2509	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). \$50,000 - On-call Professional Land Surveying Services to support the Stormwater Management Department's watershed planning, project design, land acquisition, drainage and in-house design activities.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Stormwater staff does not include professional land surveyors necessary for performing the scope of work defined in the tasks noted previously. Professional Land Surveying services are vital for completion of both current and future stormwater projects.			

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 only selects Professional Land Surveying firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Qualifications were sent to firms throughout the industry. Statements of Interest were received from 9 firms. Stormwater staff utilized an evaluation team to review and rank firms, taking into consideration the qualifications of the firm, experience of key personnel, and understanding of unique stormwater scope of services.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). Staff recommendation is to award a contract to Civil and Environmental Consultants, Inc. Other options would be to utilize in-house staff to collect data or not collect the data at all. These other options are not recommended by Stormwater staff as we do not have the in-house capability to collect high accuracy data and we have a responsibility to ensure our facilities are operational and stable and projects can be completed in a timely manner.

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: Civil & Environmental Consultants, Inc.	Vendor#: 37884	Dept: Stormwater Management	Division:
Attn: Brian Wozniak	Email: bwozniak@cecinc.com	Attn: Jamie Lock	Email: jamie.lock@dupagecounty.gov
Address: 1230 East Diehl Road, Suite 200	City: Naperville	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60563	State: IL	Zip: 60187
Phone: 630-963-6026	Fax:	Phone: 630-407-6705	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 13, 2025	Contract End Date (PO25): Nov 30, 2025

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		On-call Professional surveying services for the stormwater management department, countywide	FY25	1600	3000	53010		50,000.00	50,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 50,000.00

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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND CIVIL AND ENVIRONMENTAL CONSULTANTS, INC.
FOR ON CALL LAND SURVEYING SERVICES

This Professional Service Agreement (“AGREEMENT”), is made this 13th day of May, 2025 between COUNTY OF DUPAGE, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Civil and Environmental Consultants, Inc., a Pennsylvania corporation licensed to do business in the State of Illinois, with offices at 1230 East Diehl Road, Suite 200, Naperville, IL 60540; hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

R E C I T A L S

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

WHEREAS, the COUNTY requires various professional services (surveying, wetland analysis, flood plain modeling, etc.), on an on-call basis, as necessary for its facilities, small-scale stormwater management and drainage investigations (hereinafter referred to as “PROJECT” or “Work Orders”), and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional services required by the County and is willing to perform the required services, as needed on an on-call basis, for an amount not to exceed fifty thousand dollars and no cents (\$50,000.00).

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

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

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

1.0 INCORPORATION AND CONSTRUCTION.

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

2.0 SCOPE OF SERVICES.

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. Services are to be provided by the CONSULTANT upon request by the COUNTY as approved Work Order(s) with a not to exceed amount for each Work Order. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other groups and the CONSULTANT concerning the PROJECT or Work Order(s).
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT or approved Work Order(s). Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below. For Work Orders, changes shall be documented by an amendment to the originally approved Work Order, or by issuance of a new Work Order to cover the changes in scope provided that the increase does not increase the total compensation set forth in this AGREEMENT.
- 2.4 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its vendors/sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT's employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely

responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

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

3.0 NOTICE TO PROCEED.

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

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new employee rates (Exhibit C) and/or fee schedules as referenced in Paragraph 7.3.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT, and the CONSULTANT shall be solely responsible for any and

all work performed by said sub-consultant(s) in the same manner and with the same liability as if performed by the CONSULTANT.

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

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements or professional services on the PROJECT or Work Order after the COUNTY issues its written Notice to Proceed for any approved Work Order(s). The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in the Scope of Work, The CONSULTANT shall submit a schedule for completion of each Work Order within ten (10) days of the written approval of said Work Order(s) by the COUNTY. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2025 unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES.

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

7.0 COMPENSATION.

- 7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed fifty thousand dollars and no cents (\$50,000.00). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT’s staff and/or the fee schedule(s) as incorporated herein. The multiplier includes the CONSULTANT’s cost of overhead, profit and incidental costs. A schedule of the hourly rates for CONSULTANT’s staff, and approved sub-consultant’s technical or professional staff, identified by position or assignment, is attached and incorporated hereto as Exhibit “C.” The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) to not exceed the total compensation as stated herein. The COUNTY retains the authority to limit the maximum rate per classification for any additions to classifications listed on Exhibit C, including Exhibit C for approved sub-consultant(s), when invoices are submitted for the approved work.
- 7.3.a If overtime/weekend/holiday (o/w/h) rates are expressly allowed under the AGREEMENT, but such rates are not otherwise specified, the o/w/h rate for each category shall be no more than one hundred fifty percent (150%) of the stated normal rate for that category.
The o/w/h rate, when allowed, shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on the PROJECT or Work Order(s).
- 7.3.b If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days’ notice of any proposed fee change.

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

- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit A. For direct expenses, including supplies, materials, photocopying, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.

7.4.a For all direct expenses costing more than \$25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant's vendors indicating the price(s) paid by Consultant for such expensed materials and/or items.

7.4.b CONSULTANT shall not include computer and vehicle charges (including mileage) as direct expenses.

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

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

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

- 7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act.
- 7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.
- 7.9 Upon acceptance of all deliverables specified in Exhibit B of this AGREEMENT [or] by approved Work Order(s), final payment shall be made to the CONSULTANT, including any retainage.

8.0 CONSULTANT'S INSURANCE

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

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

8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.

8.1.c Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o 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, 2025, 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, 2025.
 - (d) The COUNY and CONSULTANT, if mutually agreed upon, may opt to renew this contract for an additional year.
- 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:

Civil and Environmental Consultants, Inc.
1230 East Diehl Road
Suite 200
Naperville, IL 60540
ATTN: Brian Wozniak
Phone: 630-541-0619
Email: bwozniak@cecinc.com

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

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

23.0 FORCE MAJEURE.

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

24.0 ACCESS TO PROPERTY

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

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

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

25.0 QUALIFICATIONS

- 25.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.
- 25.2 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
- 25.3 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 25.2 above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the PROJECT

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

COUNTY OF DUPAGE

CIVIL & ENVIRONMENTAL
CONSULTANTS, INC.

BY: _____
DEBORAH A. CONROY
CHAIR DUPAGE COUNTY BOARD

BY: _____
TIMOTHY MURPHY

ATTEST:

ATTEST:

BY: _____
JEAN KACZMAREK
COUNTY CLERK

BY: _____
NAME: _____
TITLE: _____

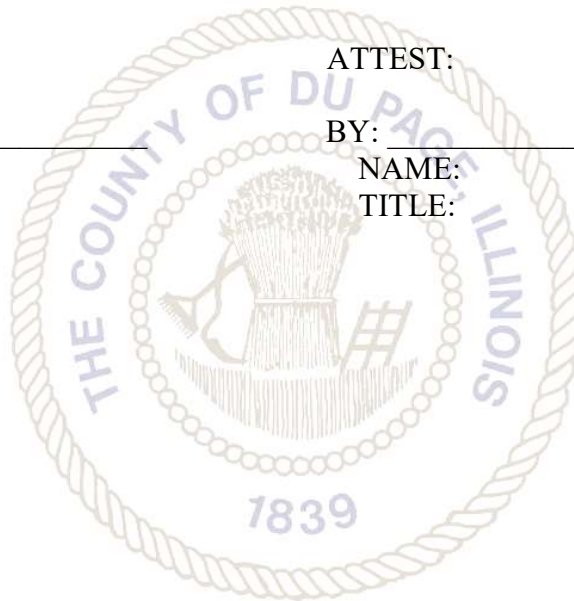


EXHIBIT A

SCOPE OF WORK

This Exhibit includes the scope of work for providing on-call surveying services as needed in support of the DuPage County Stormwater Management Department's activities in watershed planning, floodplain mapping, project design, land acquisition, and operation and maintenance activities. Services may include the following:

- Preparation of project specific proposals with a relatively quick turnaround time
- Hydraulic structure surveys
- Topographic surveys
- Boundary surveys
- Settlement surveys
- Stream cross section surveys and Manning roughness calculations
- Resolution of discrepancies in monumentation
- Field survey data reduction
- Surveying of high water location/elevation following significant storm events
- Surveying of low-water entry elevations for houses
- Preparation of legal descriptions
- Preparation of exhibits specific to information obtained in the field
- Submit signed and sealed plats of survey, consistent with the requirements of DuPage County and/or Municipalities in which work is performed
- Other services as needed

EXHIBIT B

DELIVERABLES

The following deliverables will be submitted to the COUNTY before completion of the contract if applicable:

- Structure (culvert/bridge/weir) data on CD
- 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
- Table survey or code descriptions
- Sketches
- Digital files of survey points
- Cross-section location maps
- Topographic mapping
- Plats of survey, signed and sealed
- Legal descriptions

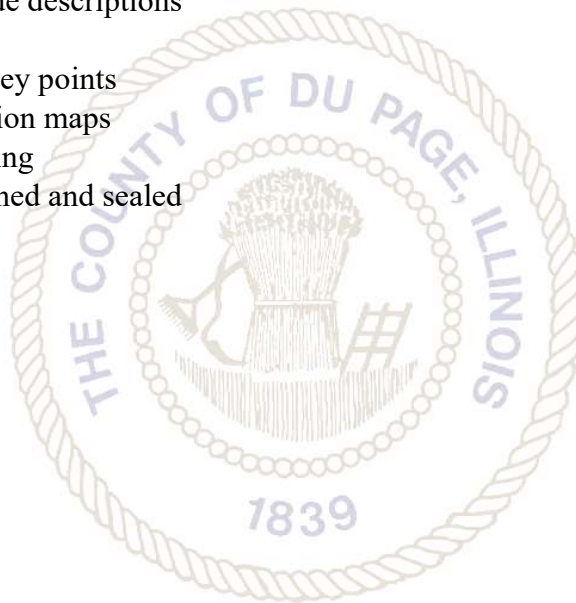


EXHIBIT C

SCHEDULE OF FEES AND HOURLY RATES FOR CONSULTANT'S STAFF

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

CIVIL AND ENVIRONMENTAL CONSULTANTS, INC.



Illinois Department of Transportation

Annual Payroll Submittal

PAYROLL SUMMARY

COMPANY NAME

Civil & Environmental

CURRENT DATE

Wednesday, January 1, 2025

TYPE

Fixed

RAISE DATE

Thursday, January 1, 2026

PAYROLL TITLE	HOURLY RATE (LOW)	HOURLY RATE (HIGH)
1 Senior Principal	\$88.86	\$90.00
2 Principal	\$82.61	\$84.26
3 Senior Project Manager	\$66.85	\$71.11
4 Project Manager II	\$51.47	\$51.47
5 Project Manager I	\$50.08	\$58.00
6 Design Technology Manager	\$68.58	\$68.58
7 Field Services Manager	\$39.67	\$39.67
8 Assistant Project Manager	\$36.72	\$46.58
9 Senior Designer	\$53.35	\$53.35
10 Senior Technician	\$50.24	\$50.24
11 Survey Technician IV	\$33.71	\$51.00
12 Survey Technician III	\$31.79	\$36.40
13 Survey Technician II	\$23.48	\$30.42
14 Survey Technician I	\$19.85	\$24.00
15 Administrative Manager	\$43.64	\$43.64
16 Administrative Assistant	\$22.00	\$26.60



Required Vendor Ethics Disclosure Statement

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

Date: _____

Bid/Contract/PO #: _____

Company Name: Civil & Environmental Consultants, Inc.	Company Contact: Tim Murphy
Contact Phone: (630) 963-6026	Contact Email: tim.murphy@cecinc.com

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

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

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

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

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

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


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

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

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

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

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

Authorized Signature 
Printed Name Timothy J. Murphy
Title Principal
Date Apr 18, 2025

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



File #: SM-P-0016-25

Agenda Date: 5/6/2025

Agenda #: 8.K.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE,
ILLINOIS AND THE VILLAGE OF ITASCA FOR THE SCHILLER STREET BASIN
ENHANCEMENT PROJECT

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 storm water management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of storm water 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 at the Schiller Street Storm water Basin (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 Spring Book Creek, a tributary to the Salt Creek and Des Plaines 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 one hundred thousand dollars (\$100,000); 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 one hundred thousand dollars (\$100,000) 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 AGREEMENT between the COUNTY and Village of Itasca, is hereby accepted and approved by 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 Itasca, Attn: Mike Subers, 411 N. Prospect Ave., Itasca, IL 60143; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 13th Day of May, 2025 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

General Tracking		Contract Terms	
FILE ID#: SM-P-0016-25	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$100,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 05/06/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$100,000.00
	CURRENT TERM TOTAL COST: \$100,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Village of Itasca	VENDOR #: 10958	DEPT: Stormwater Management	DEPT CONTACT NAME: Claire Kissane
VENDOR CONTACT: Mike Subers	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #: 630-402-6682	DEPT CONTACT EMAIL: claire.kissane@dupagecounty.gov
VENDOR CONTACT EMAIL: msubers@itasca.com	VENDOR WEBSITE: itasca.com	DEPT REQ #: 1600-2512	
Overview			
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 a storm sewer pump station, increased storage capacity in the basin, and naturalized plantings within the basin bottom.			
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 Itasca's Schiller Street Basin Project has been selected for funding for the FY 2025 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

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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 Itasca	Vendor#: 10958	Dept: Stormwater Management	Division:
Attn: Mike Subers	Email: msubers@itasca.com	Attn: Claire Kissane	Email: claire.kissane@dupagecounty.gov
Address: 411 N Prospect Ave	City: Itasca	Address: 421 N County Farm Rd	City: Wheaton
State: Illinois	Zip: 60143	State: Illinois	Zip: 60187
Phone: 630-773-2455	Fax:	Phone: 630-407-6682	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Village of Itasca	Vendor#: 10958	Dept: Stormwater Management	Division:
Attn: Mike Subers	Email: msubers@itasca.com	Attn: Claire Kissane	Email: claire.kissane@dupagecounty.gov
Address: 411 N Prospect Ave	City: Itasca	Address: 421 N County Farm Rd	City: Wheaton
State: Illinois	Zip: 60143	State: Illinois	Zip: 60187
Phone: 630-773-2455	Fax:	Phone: 630-407-6682	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 13, 2025	Contract End Date (PO25): Nov 30, 2026
Contract Administrator (PO25): Alicia Favela-Perez			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Water quality improvement for Village of Itasca Schiller Street Basin Enhancement project	FY25	1600	3000	53830		100,000.00	100,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 100,000.00

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

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

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE,
ILLINOIS AND THE VILLAGE OF ITASCA FOR THE SCHILLER STREET BASIN
ENHANCEMENT PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 13th day of May 2025 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 ITASCA, a body politic and corporate, with offices at 550 W Irving Park Rd., Itasca, Illinois 60143 (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 at the Schiller Street Stormwater Basin (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 Spring Book Creek, a tributary to the Salt Creek and Des Plaines 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 one hundred thousand dollars (\$100,000); 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 one hundred thousand dollars (\$100,000) 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 construction of water quality components in association with a storm sewer and pump station project. The improvements include installation of a mechanical separator before the pump station, increased storage capacities and naturized planting on the basin's bottom. The goal of the VILLAGE is to reduce pollutant loadings associated with urban runoff into the Spring Brook Creek, Salt Creek and Des Plaines River watershed.
- 2.2 The PROJECT shall be developed essentially in accord with the conceptual design (Schiller Street BMP Project), as prepared by the Village of Itasca and submitted January 3, 2025, 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 Million, Eight Hundred Thirty-Five Thousand dollars (\$1,835,000). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF ITASCA	\$1,735,000
COUNTY OF DUPAGE	\$100,000
TOTAL	\$1,835,000

- 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 November 30, 2026, 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 of the PROJECT. Under no circumstances should the COUNTY be invoiced more than one hundred thousand dollars (\$100,000). The invoice 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 one hundred thousand dollars (\$100,000).
 - 5.2.3 In the event PROJECT costs total less than One Million, Eight Hundred Thirty-Five dollars (\$1,835,000), 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 November 30, 2026, 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, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and/or contractor.
- 7.3 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 paragraph or paragraph 7.1 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 November 30, 2026, 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 November 30, 2026.

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 GOVERNING LAW.

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

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

13.0 NOTICES.

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

Mark Subers
Director of Public Works
Village of Itasca
411 N. Prospect Ave
Itasca, Illinois, 60143

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

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

15.0 NO WAIVER OF TORT IMMUNITIES

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

[This space left intentionally blank]

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

COUNTY OF DUPAGE

VILLAGE OF ITASCA

Deborah A. Conroy,
Chair

Jeffery J. Pruyn
Mayor

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

Jody Conidi
Village Clerk





Change Order

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

File #: 25-1092

Agenda Date: 5/6/2025

Agenda #: 8.L.

SM-P-0310A-22
AMENDMENT TO RESOLUTION SM-P-0310-22
ISSUED TO CEMCON, LTD.
FOR PROFESSIONAL ENGINEERING SERVICES FOR HYDRAULIC MODELING AND
FLOODPLAIN MAPPING SERVICES FOR THE FERRY CREEK WATERSHED
(CONTRACT INCREASE \$45,000)

WHEREAS, Resolution SM-P-0310-22, was approved and adopted by the County Board on November 8, 2022; and

WHEREAS, the Stormwater Management Committee recommends changes as stated in the change order to Cemcon, Ltd., for Professional Engineering Services for Hydraulic Modeling and Floodplain Mapping Services for the Ferry Creek Watershed, for Stormwater Management.

NOW, THEREFORE, BE IT RESOLVED, the County Board adopts the Change Order, dated March 31, 2025 to the contract issued to Cemcon, Ltd., for Professional Engineering Services for Hydraulic Modeling and Floodplain Mapping Services for the Ferry Creek Watershed, for Stormwater Management, to extend the contract from June 30, 2025 to November 30, 2025, and to increase the contract in the amount of \$45,000, taking the contract amount of \$95,000, resulting in an amended contract total not to exceed \$140,000, an increase of 47.37%.

Enacted and approved this 13th Day of May, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Stormwater 516
FI + CB 5/13



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Mar 31, 2025

MinuteTraq (IQM2) ID #:

Purchase Order #: 6131-1-SERV	Original Purchase Order Date: Dec 1, 2022	Change Order #: 4	Department: Stormwater Management
Vendor Name: CEMCON, Ltd.		Vendor #: 11015	Dept Contact: Christine Klepp
Background and/or Reason for Change Order Request:	Increase contract amount \$45,000.00 and extend contract deadline to November 30, 2025.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$95,000.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$95,000.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$45,000.00
E	New contract amount (C + D)	\$140,000.00
F	Percent of current contract value this Change Order represents (D / C)	47.37%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	47.37%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

- ☒ Increase (greater than 29 days) contract expiration from: Jun 30, 2025 to: Nov 30, 2025
- ☐ Increase \geq \$2,500.00, or \geq 10%, of current contract amount ☐ Funding Source _____
- ☐ OTHER - explain below:

CMK	6708	Mar 31, 2025	<i>SA</i>	6676	04/15/25
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	<i>4/18/2025</i>	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Decision Memo

Procurement Services Division

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

Date: Mar 31, 2025

File ID #:

Purchase Order #: 6131-1-SERV

Requesting Department: Stormwater Management	Department Contact: Christine Klepp
Contact Email: klepp@dupagecounty.gov	Contact Phone: 630-407-6708
Vendor Name: CEMCON, Ltd.	Vendor #: 11015

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

Approval of the attached change order with CEMCON, Ltd. for an additional \$45,000.00 in contract budget. This amount would increase the overall budget of the contract to \$140,000.00. The contract time would also be extended from June 30, 2025 until November 30, 2025.

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

The watershed plan model dates back to 1999. Almost all elements in the model have required some kind of update given the age of the model and the complicated hydraulics in some areas of the watershed. Ferry Creek has four tributaries that run west to east across the watershed. Each tributary has seen significant change since the original development of the model and watershed plan in 1999. Significant development along the I-88 tollway corridor (Tollway Tributary) and the widening of Butterfield Road (Tributary #1) required several updates to the model including new surveyed cross sections and the addition of 34 reservoirs. Redevelopment of the Country Lakes Golf Course in 2015 along Tributary #3 was also a significant change that was incorporated into the model. Development upstream of the Prairie Path along Tributary #2 resulted in several model updates including the addition of 12 reservoirs. Some minor updates were also made to the mainstem West Branch model in the vicinity of the Ferry Creek confluence. In order to incorporate all of this development into the model dozens of plan sets were obtained from the Cities of Aurora, Naperville, and Warrenville; and agencies including the Tollway, IDOT, and DuDOT. Additional field survey was also performed by CEMCON crews. The extent of these updates was not known at the time the original contract was executed. Land use data for the watershed was updated by in-house staff. Given the lengthy FEMA floodplain mapping review and approval process it is important that our map change submittal is comprehensive and up to date. The FEMA process can take up to two years before an effective floodplain map is approved.

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

Stormwater Management selected CEMCON, Ltd. in accordance with the Professional Services Selection Process in the DuPage County Procurement Ordinance. Five firms submitted Statements of Interest. A selection team reviewed each proposal ranking each firm on certain selection criteria.

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

Option 1: Extend the contract's time and budget with Cemcon so that the remaining tasks identified within the agreement can be completed.

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

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

FY2025: \$58,397.50



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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

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

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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

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

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

☐ Yes

☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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

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

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

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

Section IV: Certification

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

Printed Name: MATTHEW M. WORLINE

Signature: 

Title: SENIOR VICE PRESIDENT

Date: 4/2/25



Authorization to Travel

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

File #: 25-1099

Agenda Date: 5/6/2025

Agenda #: 8.M.



DuPage County Employee Overnight Business Travel Expense Reimbursement Request

This expense form is used to request advance approval for County reimbursement of **overnight travel expenses**. Advance approval is required for County reimbursement for all overnight travel whether in-state or out-of-state. After travel is completed, a separate [Overnight Business Travel Report Form](#) must be completed and submitted to receive reimbursement for travel expenses.

Elected Officials subject to 50 ILCS 150/15 should not use this Overnight Business Travel Request Form. [Applicable form for Elected Officials subject to 50 ILCS 150/15.](#)

Do not use this form for travel that does not include an overnight stay. Advance approval is not required for travel that does not include an overnight stay.

Written documentation is not required for approval prior to travel. However, complete itemized documentation is required for reimbursement after travel.

Please review the [County's Business Travel Expense Policy](#) before completing this form.

The County's Business Travel Expense Policy : ["Yes"]

Employee Name: [REDACTED]

Employee Email Address: [REDACTED]

Department: Stormwater Management

Supervisor Email: [REDACTED]

Secondary Department Contact (Department Admin or Accounts Payable): rose.sasso2@dupagecounty.gov

Description of the Requested Business Travel

Description of conference, training or other out of town event: Society of Wetland Scientist- Annual Meeting, Providence, RI- Navigating the Waters: Wetland Science, Evolving Policy, and the Future of Our Landscape. This meeting will host a variety of industry lectures, and workshops for wetland scientists, policymakers, and practitioners. Professionals will share their knowledge and gather ideas for the future of wetlands in an evolving political landscape while continuing to advance the current focus on climate science.

Start date of conference, training or other out of town event: 07-15-2025

End date of conference, training or other out of town event: 07-18-2025

Departure travel date: 07-14-2025

Return travel date: 07-18-2025

If travel dates extend before or after the dates related to the purpose of travel, explain why the additional travel days are necessary: The conference begins at 9:00 AM on 7/15. The extra travel date prior to the start of the conference is necessary to allow time for travel and check-in.

Estimate of costs for the requested business travel

Budget Account Code: 1600-3000

Registration fees for conference, training or event: \$750

Form of Payment: Employee reimbursement

Estimated transportation cost to and from location: \$700

Describe methods of transportation to and from location: Airfare and transportation to and from the airport to the hotel/convention center.

Rental Vehicle request:

Provide estimated rental car cost: \$

Describe reason(s) for vehicle rental:

Business Travel Expense Policy - Supplemental Insurance:

Total Estimated Lodging Costs: \$1050

Description of lodging needs, including number of nights and cost per night: 4 nights at conference rate of \$219 per night + fees and taxes

Meal Per Diem Policy

See **Business Travel Expense Policy Section 6.0** regarding meal per diems. Individual meals, **including room service**, are not reimbursable and meal receipts are not required or accepted. Tips are included in the per diem and are not reimbursable. Per diems are paid at 100% of applicable GSA CONUS rates for non-travel days and at 75% of applicable GSA CONUS rates for the travel day at the beginning of the trip and the travel day for returning from the trip.

See the per diem rates at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

Estimate Total Per Diem expenses: \$360

Estimate such additional expenses: \$0

Describe expected additional expenses:

Estimated total cost of the requested Overnight Business Travel: \$2860

Confirmation and Submission

By typing my name below, the employee submitting this request certifies that the information provided herein accurately describes the proposed business travel and the requested travel expenses are my best estimate of the costs and expenses related to that travel. I understand that this request requires advance approval by my Department Head and the Parent Committee Chair (if the total is not more than \$2,500) or the Parent Committee (if the total is more than \$2,500).

Employee Name: [REDACTED]

Instructions for Immediate Supervisor other than Department Head

Please review this Overnight Business Travel Request Form. If you approve the requested travel, please forward the form by email to the Department Head and indicate your approval.

Instructions for Department Head

Please review this Overnight Business Travel Request Form. If you approve the requested travel, please print this form, sign below, scan and email to the Chair of the relevant Parent Committee.

Instructions for Parent Committee Chair

Please review this Overnight Business Travel Request Form. If \$2,500 or less, and you approve the requested travel, please print this form, sign below, scan, and return via email to the Department Head. If more than \$2,500, place this item on the agenda of the relevant Parent Committee. After approval by the Parent Committee, please print this form, sign below, scan, and return via email to the Department Head.

REVIEWED BY AND DATE APPROVED:

Department Head:

Date:

Committee Chair:

Date:

If the request is over \$2,500 the Committee Chair certifies that the travel was approved by a majority vote at a scheduled meeting of the Parent Committee

Committee Name:

Meeting Date:



Public Works Requisition \$30,000 and Over

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

File #: PW-P-0009-25

Agenda Date: 4/15/2025

Agenda #: 9.A.

AWARDING RESOLUTION ISSUED TO
FEDERAL SIGNAL CORP, DBA STANDARD EQUIPMENT COMPANY
FOR A VACTOR 2100 PLUS COMBINATION SEWER CLEANER
FOR PUBLIC WORKS AND STORMWATER
(CONTRACT TOTAL AMOUNT \$705,577 - (\$555,577 PUBLIC WORKS
& 150,000 STORMWATER))

WHEREAS, proposals have been taken and evaluated in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Federal Signal Corp, DBA Standard Equipment Company, for a Vactor 2100 plus Combination Sewer Cleaner, for the period of April 22, 2025 through April 21, 2026, for Public Works.

NOW, THEREFORE BE IT RESOLVED, that said contract is for a Vactor 2100 plus Combination Sewer Cleaner, for the period of April 22, 2025 through April 21, 2026 for Public Works per Sourcewell Agreement #101221-VTR, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Federal Signal Corp, DBA Standard Equipment Company, 4519 Old Charlotte HWY, Monroe, North Carolina, 28110, for a contract total amount of \$705,577.

Enacted and approved this 22nd day of April, 2025 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

General Tracking		Contract Terms	
FILE ID#: 250987	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$705,577.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 04/15/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$705,577.00
	CURRENT TERM TOTAL COST: \$705,577.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Federal Signal Corp, DBA Standard Equipment Company	VENDOR #: 45132	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese
VENDOR CONTACT: Mike O'connor	VENDOR CONTACT PHONE: 312-208-5012	DEPT CONTACT PHONE #: 630.985.7400	DEPT CONTACT EMAIL: sean.reese@dupagecounty.gov
VENDOR CONTACT EMAIL: moconnor@standardequipment.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Request for approval for the procurement of a Vactor 2100 plus Combination Sewer Cleaner to the Public Works Department per Sourcewell Contract #101221-VTR in the amount of \$705,577 for FY2026.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The existing Vactor is 8 years old and has reached its useful life span and performance. Repairs are becoming more frequent and costly. The Vactor is a critical piece of equipment at the Public Works Department. It is used daily and relied on heavily to complete many tasks regarding our underground sewer and water infrastructure. This Vactor is budgeted for in FY 2026. The current lead time on this equipment is 9-10 months, so Public Works is seeking approval now to secure a production slot in Q4 of 2025.			

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. COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

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. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source. The Sourcewell Contract was chosen due to the discount price the Public Works Department will receive and the ability to secure production and delivery of the equipment. Standard Equipment was vetted and awarded the contract originally in 2018.
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) Purchase Vactor from Sourcewell Contract. Recommended due to cost savings. 2) Purchase Vactor through Standard Equipment without Sourcewell pricing. Not recommended due to higher cost. 2) Not approve purchase at this time. Not recommended due to the need for a reliable Vactor for daily use.

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: Federal Signal Corp DBA Standard Equipment	Vendor#: 45132	Dept: Public Works	Division: Public Works
Attn: Mike O'connor	Email: moconnor@standardequipment.com	Attn: Magda Leonida-Padilla	Email: PWaccountspayable@dupagecount y.gov
Address: 4519 Old Charlotte HWY	City: Monroe	Address: 7900 S. Rt. 53	City: Woodridge
State: North Carolina	Zip: 28110	State: Illinois	Zip: 60517
Phone: 312.829.1919	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): Apr 22, 2025	Contract End Date (PO25): Apr 21, 2026
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		2026 Vactor 2100i Sewer Cleaner	FY26	2000	2555	54110		555,577.00	555,577.00
2	1	EA		2026 Vactor 2100i Sewer Cleaner	FY26	1600	3000	54110		150,000.00	150,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 705,577.00

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

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



Date:

04/11/2025

Offered By:

Mike O'Connor
Sales Representative
312.208.5012

Equipment Provided for:

DuPage County Public Works
17W440 N. Frontage Road
Darien, IL

Equipment Quote



Stock Photo

Standard Equipment is pleased to present DuPage County Public Works with the following quotation for a New Vactor 2100i Sewer Cleaner mounted on a Western Star 47 Chassis.





Dealership Information

Standard Equipment, acquired by the Federal Signal Company in October 2024, is a key dealer for the Federal Signal Aftermarket group, alongside Joe Johnson Equipment. Continuing to provide the same high level of support and service since its inception in 1969. Standard Equipment offers environmental equipment solutions to municipalities, contractors, and companies. We have established a reputation for excellence by supplying the finest new equipment, a comprehensive selection of parts, exceptional service, and unmatched customer support. Our commitment to putting the needs of our customers first enables us to customize environmental equipment solutions for every situation. The hallmark of Standard Equipment is its unwavering dependability.



Manufacturer Information

Vactor's origins as an American manufacturer go back more than a century, and their expertise and leadership in sewer cleaning date back more than fifty years. In that time, they have been more than a manufacturer. As a pioneer and an innovator, they have found ways to help communities save money, improve the quality of life for people, and improve the productivity and safety of the individuals who operate their equipment.

This commitment to innovation inspired them to create the very first combination sewer cleaner in 1969.

Today, they remain driven to bring you the safest, most capable, versatile, quietest, and most efficient equipment possible. Durable, reliable equipment that delivers the quality and value you deserve and should demand. Equipment you can count on today, tomorrow, and years into the future.

Equipment Details

2100i Single Engine Fan, Dual Stage, 12-yard Debris, Combo Unit

Equipment Features

- Under Engine Toolbox
- Aluminum Fenders
- Mud Flaps
- Color Coded Sealed Electrical System
- Intuitouch Electronic Package
- Double Acting Hoist Cylinder
- Handgun Assembly
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- (3) Nozzles with Carbide Inserts w/Rack
- Suction Tube Storage
- 1" Nozzle Pipe
- 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks
- Dual Stainless-Steel Float Shut Off System
- Fixed Rear Door Pipe Rack -8" Pipe
- Lube Manifold, with Lube Chart
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 60" Dump Height
- Debris Body-Up Message and Alarm
- Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator
- 3" Y -Strainer at Passenger Side Fill with 25' Fill Hose
- Additional Water Tank Sight Gauge
- Liquid Float Level Indicator
- Single Engine Dual Stage Fan
- Digital Water Pressure Gauge
- Front Joystick Boom Control
- Boom Hose Storage
- Boom Out of Position Message and Alarm
- Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
- 3"Y -Strainer @ Water Pump
- Midship Handgun Coupling
- Chassis Engine Cooling Package
- Side Mounted Water Pump
- Digital Hose Footage Counter
- Hose Reel Manual Hyd Extend/Retract
- Hose Reel Chain Cover
- Hydraulic Tank Shutoff Valves
- Rodder Pump Drain Valves
- Hydraulic Extending 15" - Rotating Hose Reel - 1" x800' Capacity
- Tachometer/Chassis Engine w/Hour meter
- Water Pump Hour Meter

Equipment Features Continued

- PTO Hour Meter
- Hydraulic Oil Temp Alarm
- Circuit Breakers
- LED Lights- Clearance- Back-up- Stop- Tail & Turn
- Tow Hooks- Front and Rear
- Electronic Back-Up Alarm
- Camera System- Rear Only
- 8" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Module Paint- DuPont Imron Elite - Wet on Wet
- Vactor 2100i Body Decal- Standard
- Remote Pendant Control with Cord
- Debris Body Flush out
- Full Rear Door Swinging Screen
- Externally Mounted Trash Pump w/ Basket Intake Screen
- 6" Decant System w/ Air Actuated Knife Valve - Curbside
- Centrifugal Separators (Cyclones)
- Folding Pipe Rack - Curbside -8" Pipe
- Folding Pipe Rack - Streetside -8" Pipe
- Rear Door Splash Shield
- Air Purge
- Additional Water- 1300-Gal Total
- Digital Water Level Indicator
- Digital Debris Body Level Indicator Tied to Vacuum Relief
- Water Ring Assembly- At Debris Body Inlet
- Belly pack Wireless Controls with hose reel controls- 2-way communications- and LCD Display
- Rotatable Boom Inlet Hose
- 180 deg. 10ft Telescoping Boom
- Telescopic Boom Elbow- Nickel Plated
- 80 GPM/2500 PSI Jet Rodder pump
- Cold Weather Recirculator- PTO Driven- 25 GPM
- Handgun Couplers- Front and Rear
- Hose Reel- Free spool
- Hydro Excavation Kit - Includes Lances w/ Shield Nozzles- Storage Tray- and Vacuum Tube
- Fan Flush out System
- Water Heater- 400-000 BTU's (May limit Water Capacity)
- Cyclone Washout System
- Vactor Standard Manual w/ Cloud Parts
- 800' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD
- Rodder Hose Pinch Roller
- Lateral Cleaning Kit - Front Mounted - Electric with Pay in / Pay out speed controls
- High Pressure Hose Reel
- Hose Wind Guide (Dual Roller)- Auto- Power Indexing
- Heated Rodder Pump Cabinet

Equipment Features Continued

- Heated Handgun Cabinet
- Front Hose Reel Tool Storage
- Rear Directional Control- LED Arrow stick
- Front Directional Control- LED Arrow stick
- Corded- Hand Light w/Bumper Plug
- H.A.L.O. (Handsfree Accessory Light Option)
- Lighting Package- 6 Federal Signal Strobe Lights
- Amber Lights for Flashing Light Package
- LED Mid-Ship Turn Signals
- Work lights (2), Self-Leveling Boom LED
- Work light- LED- Operators Station
- Work light- LED- Hose Reel Manhole
- Work light- LED- Passenger Side
- Safety Cone Storage Rack - Post Style
- Toolbox- Front Bumper Mounted- 16 x 12 x 18 w/ (2) LED Side Markers
- Long Handle Tool Storage
- Toolbox- Behind Cab - 16w 30h x 96d
- Toolbox- Driver Side Chassis Frame- 24w x 24h x 24d
- Toolbox- Passenger Side Chassis Frame- 30w x 18h x 24d
- Toolbox- Driver Side Subframe- 60w x 20h x 12d
- Vactor Module color: Blue
- Vactor Logos - Applied
- Vactor Supplied Chassis - Tandem Axle -2026 Western Star SBA6x4 - 370 HP - Auto -66 -000 GVWR - GHG

Chassis Information:

- Chassis Year – 2026
- Chassis Make -Western Star
- Chassis Model – 47
- Chassis Weight Rating – 66,000 GVWR,
- Chassis Powertrain – 370 HP
- Chassis Color – White



Standard Equipment and Vector are proud holders of a Sourcewell competitively bid procurement contract. Sourcewell allows government agencies to control the cost of procurement and ensure that they are getting the equipment they want at a competitively bid price. For more information about Sourcewell, you can find them on the web at www.sourcewell-mn.gov.

Quotes include all Tax, Title, and License Fees if applicable.

Item Description	Delivered Cost
New Vactor 2100i Sewer Cleaner 2025 Western Star 4700	\$705,577.00

Sourcewell contract 101221-VTR

Equipment Pricing

1. Price does not include state or local taxes.
2. Payment is due at the time of delivery.
3. Quote is valid for 14 days from 4/11/2025
4. Please note that the prices quoted are subject to applicable tariffs and duties, which may affect the final cost.

Total Quoted Price: \$705,577.00

I/we have read and understand the terms outlined below and on the reverse and agree to them as part of this order as if they were printed above my/our signature(s). The above and the terms below and on the reverse shall comprise the entire agreement affecting this purchase and no other agreement, understanding, representation, condition or warranty either expressed or implied by law or otherwise is part of this transaction. Unless otherwise specified the Purchase price is payable in cash on the date of delivery of the Equipment to the carrier. It is understood and agreed that the Purchase Price is subject to increase at anytime without notice by JJE to the extent that JJE has incurred increased cost between the date hereof and the delivery date caused by increases in manufacturers' list prices, government regulations, freight rates, labour costs and other causes beyond JJE's control. Customer reserves the right to cancel this Agreement in the case of such price increase. The Purchaser acknowledges having received a true copy hereof. This agreement is not subject to annulment or cancellation by the Purchaser without prior written consent of JJE.

Dupage County Public Works

X

Signature

Name: _____

Date: _____

Standard Equipment Company

X

Signature

Name: Greg Zukowski

Date: 04/11/2025

Terms and Conditions

1. Payment in full is required at time of delivery. The sale price specified on page one of this Agreement does not include taxes or shipping and other transportation charges. Unless otherwise specified, all shipments are F.O.B. Delivery to the location specified by the Purchaser. The Purchaser shall pay all applicable taxes, relating to the sale and transfer of the Equipment. All Purchaser-supplied chassis must meet the requirements of the body manufacturer and Joe Johnson Equipment ("JJE"). The costs of any chassis modifications or repairs shall be borne by the Purchaser. All warranty work is F.O.B. Delivery to the location specified by the Purchaser.
2. SHIPPING. a) If shipment is delayed beyond the time stipulated pursuant to this Agreement by any cause beyond the control of JJE, the delivery date shall be extended for a period equal to the delay due to such cause. JJE will in no way be held liable for loss or damages, direct or consequential, due to delays in delivery caused by events outside our direct control. B) If shipment is delayed by fault of the Purchaser, payment of the Purchase Price shall not be delayed thereby and the Equipment shall be at the Purchaser's risk of damage or loss from any cause whatsoever and any additional expense incurred in handling, storage or insuring the Equipment caused by said delay shall be paid by the Purchaser.
3. WAIVER OF CLAIMS. Acceptance of the Equipment by the Purchaser from the Carrier will constitute a waiver of all claims against JJE for damage to the equipment prior to delivery or for delay from any cause.
4. TITLE. Title to the Equipment and to all repairs, replacements of and accessions to the Equipment shall not pass to the Purchaser after delivery but shall remain in JJE until payment in full of the Purchase Price together with all other amounts due hereunder.
5. DEFAULT. If, after delivery of the Equipment, the Purchaser defaults in compliance with any term or condition of this Agreement, or defaults in payment of any installment of the Purchase Price or any applicable taxes or charges relating to the Equipment, or uses the Equipment for an illegal purpose, or if levy is made upon the Equipment, or if any bankruptcy, receivership, winding-up or insolvency proceedings are instituted by or against the Purchaser, or if at any time JJE deems itself insecure in respect of the foregoing then and in any such events the entire balance of the Purchase Price and all notes given therefore together with all expenses, costs and solicitors fees incurred by JJE in the collection of the Purchase Price shall become immediately due and payable.
6. REPOSSESSION AND REMEDIES. Subject to the applicable laws:
 - a) JJE, in addition to all remedies available at law or hereunder, may take possession of the Equipment upon seven (7) days' notice and/or demand and without legal process and for the purpose of taking possession of and removing the Equipment JJE or its assigns or agents may enter into or upon the Purchaser's lands and premises using such forces as is necessary in the circumstances.
 - b) If the Equipment comes into possession of JJE through the re-possession, voluntary surrender thereof by the Purchaser or otherwise, JJE may at its option sell the Equipment for its own account or may re-sell the Equipment on behalf of the Purchaser either at a public or private sale in such manner and for such amount and upon such terms as JJE may deem proper with or without notice, and prior to any sale JJE may house or store the Equipment and repair or re-condition the same; and JJE may bid and purchase on any sale.
 - c) JJE shall also have the right to sue the Purchaser for any amount which is due and unpaid. The execution and delivery of promissory notes or the entry of judgment for any amount which is due and unpaid or the taking of additional security therefore shall not constitute payment or a waiver of any term, provision or condition herein contained. JJE shall have the right to enforce one or more remedies successively or concurrently and such action shall not operate to stop or prevent JJE from pursuing any other remedy which it may have.
7. LIABILITY AND INDEMNIFICATION. To the extent permitted by applicable law, each Party shall defend, indemnify and hold harmless the other, its subsidiaries affiliated companies, their officers, agents and employees, from and against all loss liability, claim, action or expense including reasonable attorney's fees by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to employees of either Party, as a result of the intentionally wrongful, reckless, and/or negligent act of the indemnifying Party, its agents, officers, employees, subsidiaries, and/or affiliated companies relative to the maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of Equipment or either Party's failure to comply with this order, except that neither party shall be required to indemnify the other for the intentionally wrongful, reckless, and/or negligent act of the Party's own agents, officers, employees, subsidiaries, and/or affiliated companies. Nothing contained herein shall be construed as prohibiting the Purchaser, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Indemnifying Party shall likewise be liable for the cost, fees and expenses incurred in the Purchaser's or the JJE's defense of any such claims, actions, or suits. The Purchaser does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of said indemnification or any insurance requirements herein.
8. INTERPRETATION / CHOICE OF LAW. The Purchaser and JJE agree that this Agreement shall be interpreted, construed and be governed by and in accordance with the laws of the State of Illinois. The Purchaser and JJE further agree that should any term or condition, or any part thereof, contained in this Agreement be unenforceable or prohibited by present or future provincial or federal laws, then such term or condition, or part thereof, shall be ineffective to the extent of such unenforceability or prohibition. Failure at any time by either Party to exercise any of its rights under this Agreement shall not constitute a waiver thereof nor prejudice either Party's right to enforce it thereafter.
9. ENTIRE AGREEMENT. It is acknowledged and agreed that this Agreement constitutes the entire agreement between JJE and Purchaser and there are no representations, warranties, conditions or guarantees, expressed or implied, statutory or otherwise, other than contained herein.
10. DISCLAIMER. Except as may be expressly set out in the Description of Equipment term of this Agreement there are no expressed or implied warranties on the part of JJE as to the quality, merchantability, capability or fitness for a particular purpose of the equipment which is the subject of this agreement.
11. INTEREST. Interest on any overdue payment shall be at the rate provided for by the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., without prejudice to any other conditions of this Agreement.
12. INSURANCE. The Purchaser hereby undertakes to keep the Equipment fully self-insured against loss by reason of accident, fire, theft and all other risks to an amount not less than the amount owed to JJE, such self-insurance being payable to JJE, until the Purchase Price of the Equipment together with all interest and costs which may have been incurred, have been paid. The Purchaser undertakes to supply evidence of such self-insurance satisfactory to JJE upon demand.
13. TRADE-INS. The Purchaser hereby warrants and represents that all equipment and machinery granted, sold or assigned to JJE in connection with this Agreement in satisfaction of the Purchase Price or otherwise shall be free and clear of all liens, levies, charges and encumbrances. The Purchaser further agrees, to the extent permitted by applicable law, to indemnify and hold harmless JJE from and against liens, levies, charges and encumbrances that the Purchaser may be required to pay or discharge in respect of such machinery or equipment.
14. FURTHER ASSURANCES. This Agreement may not be assigned by either Party without the prior written consent of the other. The Purchaser hereby authorizes JJE to file such financing statements and do such acts, matters and effects as JJE may deem appropriate to protect its interests in the Equipment until payment in full of the Purchase Price together with all amounts due hereunder.

Vactor 101221-VTR

Pricing for contract #101221-VTR offers Sourcewell participating agencies the following discounts:

- 3% discount off list price
- In addition to the discount off MSRP, volume discounts may be considered on a case-by-case basis.



CONTRACT EXTENSION

Contract Number: 101221-VTR

Sourcewell	and	Vactor Manufacturing
202 12th Street Northeast		1621 S Illinois St
P.O. Box 219		
Staples, MN 56479		Streator, Illinois 61364-3945
(Sourcewell)		(Vendor)

have entered into Contract Number: 101221-VTR
for the procurement of: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment
with Related Accessories and Supplies

The Contract has an expiration date of 2025-11-29 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-11-29 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Authorized Signature

Jeremy Schwartz

Name

Chief Operating and Procurement Officer

Title

2/7/2025 | 4:26 PM CST

Date

Authorized Signature

Nickolaus Johanson

Name

Sales and Operations Administrator

Title

2/12/2025 | 11:07 AM CST

Date



Required Vendor Ethics Disclosure Statement

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

Date: Apr 14, 2025

Bid/Contract/PO #: _____

Company Name: JOE JOHNSON EQUIPMENT LLC	Company Contact: KIM HARMON
Contact Phone: 312-829-1919	Contact Email: kharmon@standardequipment.com

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

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

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

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

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

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

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x	Michael O'Connor	312-208-5012	moconnor@standardequipment.com

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

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

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

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

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

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

Authorized Signature

[Redacted Signature]

Printed Name

Kim Harmon

Title

Inside Sales Specialist

Date

Apr 14, 2025

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