



DU PAGE COUNTY

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

Stormwater Management Committee Regular Meeting Agenda

Tuesday, September 3, 2024

7:30 AM

County Board Room

1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENT
4. CHAIRMAN'S REMARKS - CHAIR ZAY
5. APPROVAL OF MINUTES
 - 5.A [24-2134](#)
Stormwater Management Committee Meeting- Regular Meeting- Tuesday, August 6, 2024.
6. CLAIMS REPORTS
 - 6.A [24-2320](#)
Schedule of Claims - August 2024
7. STAFF REPORTS
 - 7.A [24-2323](#)
2024 September Program and Events Update
 - 7.B [24-2324](#)
2024 August Currents E-Newsletter
 - 7.C [24-2313](#)
2024 September Spill Report
8. PRESENTATION
 - 8.A Lacey Creek Watershed Plan Draft
9. ACTION ITEMS
 - 9.A [24-2291](#)
Request to Open Lacey Creek Watershed Plan Public Comment Period

9.B [24-2303](#)

Recommendation for the approval of a contract amendment to Christopher B. Burke Engineering, LTD., to provide Professional Engineering Services, as needed for Stormwater Management for a contract total not to exceed \$24,500. Professional Services in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ et seq. vetted through a qualification based selection process (Architects, Engineers and Land Surveyors).

9.C [24-2304](#)

SM-P-0061A-23 - Amendment to Resolution SM-P-0061-23, issued to Earthwerks Land Improvement and Development Corporation, Inc., for the Country Club Highlands Phase II Drainage Improvements project, for Stormwater Management, to increase the contract total amount by \$153,653.58, resulting in an amended contract total amount not to exceed \$2,853,077.58, an increase of 5.69%. (Change Order #2)

9.D [SM-P-0023-24](#)

Recommendation for the approval of a contract with The Conservation Foundation, for Professional Education Services, for the period September 10, 2024 through September 30, 2025, for Stormwater Management, for a contract total not to exceed \$77,000; per RFP #24-092-SWM.

9.E [SM-R-0004-24](#)

Acceptance of Fawell Dam Saddle Dike License Agreements

10. DISCUSSION

10.A Stormwater FY2025 Budget

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



Minutes

421 N. COUNTY FARM
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File #: 24-2134

Agenda Date: 9/3/2024

Agenda #: 5.A



DU PAGE COUNTY

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Stormwater Management Committee Final Summary

Tuesday, August 6, 2024

7:30 AM

County Board Room

1. CALL TO ORDER

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

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

The following County Board Member was in attendance:
Member Gustin

2. ROLL CALL

PRESENT	Brummel, DeSart, Eckhoff, Evans, Garcia, Hinterlong, Pulice, Tornatore, Yusuf, and Zay
REMOTE	Nero, and Pojack

3. PUBLIC COMMENT

The following individual offered public comment:
Kay McKeen- SCARCE

4. CHAIRMAN'S REMARKS - CHAIR ZAY

Chair Zay thanked staff for all their efforts during the recent rain events. The Chair also thanked the staff that worked the Stormwater table at the DuPage County Fair.

5. APPROVAL OF MINUTES

5.A [24-2002](#)

Stormwater Management Committee Meeting- Regular Meeting- Tuesday, July 2, 2024

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

6. CLAIMS REPORTS

6.A [24-2076](#)

Schedule of Claims - July 2024

Director Hunn addressed questions from Member DeSart regarding an item on the Claims report.

RESULT:	APPROVED
MOVER:	Nunzio Pulice
SECONDER:	Paula Garcia

7. STAFF REPORTS

Motion to Combine Items

Member Brummel moved and Member Yusuf seconded a motion to combine items A through B. The motion was approved on voice vote, all ayes.

7.A [24-2036](#)
2024 August Program and Events Update

7.B [24-2037](#)
2024 July Currents E-Newsletter

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	David Brummel
SECONDER:	Asif Yusuf
AYES:	Brummel, DeSart, Eckhoff, Evans, Garcia, Hinterlong, Pulice, Tornatore, Yusuf, and Zay
REMOTE:	Nero, and Pojack

8. ACTION ITEMS

8.A [SM-R-0003-24](#)
Resolution approving an agreement between the County of DuPage, Illinois and St. Joseph Creek Condominium Association for the St. Joseph Creek Condominium Flood Mitigation Project.

Chair Zay and Director Hunn addressed questions from Member DeSart regarding item 8.A.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Paula Garcia
SECONDER:	Nunzio Pulice

8.B [24-2003](#)
SM-P-0059A-23- Amendment to Resolution SM-P-0059-23, issued to Hey & Associates, Inc., for Professional Engineering Services to design streambank stabilization projects throughout the County, to increase the contract total amount by \$48,205, resulting in an

amended contract total amount not to exceed \$133,205. (Change Order #2)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Nunzio Pulice

8.C [SM-P-0020-24](#)

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois and Bloomingdale Township, for Mallard Landing drainage improvements, for an agreement amount not to exceed \$90,000.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia

8.D [SM-P-0021-24](#)

Recommendation for the approval of contract issued to Copenhaver Construction, Inc., for the St. Joseph Creek Condominium Drainage Improvements - Building C, for the Stormwater Management Department, for the period of August 13, 2024 through May 31, 2026, for a contract total amount not to exceed \$1,720,415; per lowest responsible bid # 24-091-SWM. (FEMA Funded)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia

8.E [SM-P-0022-24](#)

Recommendation for the approval of contract issued to Copenhaver Construction, Inc., for the St. Joseph Creek Condominium Drainage Improvements - Buildings A & B, for the Stormwater Management Department, for the period of August 13, 2024 through May 31, 2026, for a contract total amount not to exceed \$2,035,871; per lowest responsible bid # 24-084-SWM. (ARPA ITEM)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

9. DISCUSSION

9.A FY 2025 Budget

Director Hunn gave the Committee Members an updated Stormwater FY2025 budget handout and then addressed the Committee about the updates that have been made to the Stormwater FY2025 budget.

Director Hunn answered questions from Member Evans.

10. INFORMATIONAL

10.A [24-2048](#)

To meet the needs of the department, Stormwater Management has purchased two Ford Bronco Sport vehicles and one Ford Explorer to replace three vehicles that had to be taken out of service. Total purchase price of \$106,849.

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Dawn DeSart
SECONDER:	Paul Hinterlong

11. OLD BUSINESS

Chair Zay spoke to the Committee about the Naperville Township ARPA project funding.

Chair Zay and Director Hunn addressed questions from Member DeSart regarding the Naperville Township ARPA project funds.

12. NEW BUSINESS

No new business was discussed.

13. ADJOURNMENT

A motion was made by Member Tornatore and seconded by Member Garcia to adjourn at 7:48 AM. Upon a voice vote, the motion passed with all ayes.



Payment of Claims

421 N. COUNTY FARM
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WHEATON, IL 60187
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File #: 24-2320

Agenda Date: 9/3/2024

Agenda #: 6.A

DUPAGE COUNTY STORMWATER MANAGEMENT
SCHEDULE OF CLAIMS
Aug-24

Vendor	Service	Amount
AT & T	Phone Services	\$53.15
AT & T	River Dumoulin Phone Services	\$100.42
AT & T	River Dumoulin Phone Services	\$80.74
CDM Smith	Electrical Improvements	\$1,990.80
Comcast	ethernet services	\$374.66
Water Well	Well cleaning	\$38,690.00
Blains Farm & Fleet	Various tools	\$490.98
Menards	Various supplies	\$48.70
Menards	Various supplies	\$91.14
Metropolitan Industries	Flanges	\$484.00
Northwest Lawn	blades for saw	\$59.98
V3	On-call Engineering	\$16,525.77
Amazon	Phone case	\$20.98
AT & T	Phone services	\$93.77
Christopher B. Burke	CC Highlands Ph.2	\$12,986.50
Construction Safety	OSHA Training - Clark	\$550.00
Menards	Shovel	\$19.98
Menards	paint	\$9.48
ODP	Batteries	\$71.67
Signal 88	Security services	\$1,102.50
V3	Native Vegetation Mgmt.	\$10,994.46
Carol Stream	Klein Creek Stabilization	\$100,000.00
Christopher B. Burke	Floodplain assistance	\$3,537.80
Fairfield IV	Buffer Zone Prep	\$1,000.00
Gasperec	surveying services	\$4,497.60
NCL	Water quality supplies	\$378.49
City of Wooddale	Water/Sewer 301 School St	\$41.28
ComEd	4723 River Dr. Electric service	\$44.73
ComEd	4525 River Dr. Electric service	\$37.17
ComEd	4525 Dumoulin Ave. Electric service	\$80.42
ComEd	0S Irving Park Electric service	\$29.44
ComEd	4720 Dumoulin Electric service	\$85.82
Fosters	Safety lane inspection	\$138.00
Morton Arboretum	Training Classes - Lori Edwards/Jen Boyer	\$60.00
SCARCE	Water quality education	\$7,083.33
A & W Trailer LLC	Trailer hook	\$10.99
Alta Equipment	Various supplies	\$484.12
AT & T	Long Distance Services	\$48.40
FirstNet/ATT	Cellular services	\$2,159.41
Morton Arboretum	Training classes - Joe Clark	\$30.00
Russo	Oil	\$99.98
ERA	Floodplain mapping	\$4,454.80
IAA	Illinois Arborist class/membership- Edwards	\$190.00
IAA	Illinois Arborist class/membership- Edwards	\$270.00
Toshiba	Copier Svc July 2025	\$164.61
Toshiba	Copier Svc July 2024	\$174.65
Trotter	On-call Engineering	\$1,238.25
Waste Management	Waste Disposal	\$3,393.91
AT & T	Phone Services	\$55.37

Menards	Various supplies	\$13.07
Menards	Cleaning wipes	\$7.96
Wang Engineering	On-call Engineering	\$7,017.60
A & W Trailer LLC	Various supplies	\$29.00
AutoZone	towels/brakleen	\$38.34
AutoZone	Oil	\$29.74
Buttrey	Concrete mixer rental	\$55.00
Encap	Native Vegetation Mgmt.	\$5,365.70
Home Depot	concrete	\$75.60
Menards	towels/rags	\$19.21
Northwest Lawn	Gearhead	\$229.99
ODP	Office supply	\$96.06
Russo	Oil	\$16.44
Russo	Rope	\$290.99
Russo	String spool	\$74.99
AT & T	Phone Services	\$82.19
AT & T	Phone Services	\$53.63
ComEd	0E River Rd. 3N034 Electric service	\$341.94
Nicor	800 N River Rd. Natural Gas service	\$155.89
Robinson Engineering	On-call Engineering	\$925.88



Staff Report

421 N. COUNTY FARM
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File #: 24-2323

Agenda Date: 9/3/2024

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 August 2024

DATE: September 3, 2024

Watershed Planning

Lacey Creek Watershed Plan:

Lacey Creek is a tributary to the East Branch DuPage River primarily flowing through the communities of Downers Grove and portions of Unincorporated DuPage County. A revised draft Lacey Creek Watershed Plan will be presented to the Stormwater Management Committee at the September 3rd Committee meeting. Staff is requesting that the Committee approve the Recommended Alternative within the Plan and open a 30-day public comment period. The public comment period will also include a virtual public meeting to be held later in September.

Facilities/Operations/Shared Services Projects

Shared Services/Drainage Projects:

Under the shared services program, the department's in-house crew completed removal of a stream blockage for the City of Naperville. To date, the Department has taken in nearly \$24,000 in revenue from other agencies as a result of shared services work in FY2024.

Department staff continues to work on several small-scale drainage project designs. When complete, these projects will benefit areas of localized flooding in unincorporated areas of the County.

Facilities/Operations:

The stormwater flood control facilities continue to be maintained on a regular basis. 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 design firms on upgrades to the Armstrong Park Flood Control facility, where an emergency generator will be installed. The generator was bid as a standalone item, while the civil engineering plans and permitting associated with the installation is ongoing.



Water Quality

Staff continue working with our consultant on the design of the Winfield Creek/Campus Stream Stabilization Project. This project is funded by the IL EPA. Construction is anticipated to begin in 2024.

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.

DuPage County inspects storm sewer outfalls for illicit discharges on behalf of municipalities and townships for compliance with the IEPA Permit# ILR40. For 2024, inspections are targeted in West Branch Watershed. To date, 42% of scheduled inspections have been completed.

Regulatory

The Regulatory work group remains on track, with all tasks progressing smoothly and no issues to report. We continue to meet deadlines, and the pre-application queue has returned to normal levels. SWM is currently reviewing RFPs for a Stormwater Ordinance guidance manual and training, which we anticipate presenting to the Stormwater Committee in late summer or early fall.

ARPA Projects

The St. Joseph Creek Condominiums flood gate and flood wall project was awarded at the August Stormwater Committee and County Board meetings. The project is located within the Village of Lisle and will provide flood protection to three condominium buildings through a series of flood walls, flood gates, and associated pump stations and storm sewers. The project has been split into two phases due to multiple funding sources (FEMA and ARPA). An agreement for the project has been approved and signed by the HOA Board, and was approved at the August Stormwater Committee and County Board meetings. The lowest responsible bidder for both projects was Copenhagen Construction. Procurement is currently working with the contractor to complete all the necessary paperwork and insurance in order to issue a notice to proceed.

Located in unincorporated Lombard, the Luther - High Ridge Stormwater project was awarded to the lowest responsible bidder (Martam Construction, Inc.) in July by the Stormwater Committee and County Board. Staff has scheduled a pre-construction meeting for August 30 in anticipation for breaking ground shortly thereafter. The project includes extensive storm sewer installation and associated clearing and restoration. Due to an endangered species in the area (Northern Long Eared Bat), clearing activities will not begin until November 1, 2024 at the earliest. Once complete, the project will reduce flooding along Luther Avenue south of Roosevelt Road and alleviate ponding from several areas north of Roosevelt Road.

The Main Street Storage Basin project in Lisle has met substantial completion. Remaining work includes addressing all punch list items and planting of more than 130 native trees and shrubs. Most of the plantings will take place in Spring 2025.

The Club Highlands Phase II in unincorporated Elmhurst broke ground earlier this year and has met substantial completion. Staff continues to work with the contractor and an outside consultant to verify completion of punch list items. Final sign off is expected in late 2025.

Upcoming DuPage County Stormwater Management (SWM) Events

Date	Time	Event	Location	Host Organization	SWM Involvement	Audience	Register/Info
9/28/2024	All Day	Quarry Tour 2024	Elmhurst Quarry	SWM	Host	General Public	More Info



Staff Report

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
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File #: 24-2324

Agenda Date: 9/3/2024

Agenda #: 7.B

Galvan, Raul

From: DuPage County <DuPageCounty@public.govdelivery.com>
Sent: Tuesday, August 27, 2024 3:28 PM
To: Galvan, Raul
Subject: DuPage County Stormwater Management News & Updates: TEST

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

August 2024

[View this email in your browser](#)



SWM to Open Elmhurst Quarry to Public, Sep. 28



During a previous public Elmhurst Quarry Tour, SWM staff explains how the west lobe of the Quarry takes in water from Salt Creek during flood events via a pipe under Illinois Route 83, moving it to the adjacent east lobe.

In partnership with the Elmhurst History Museum, DuPage County Stormwater Management (SWM) will offer the public a rare opportunity to take a tour of its Elmhurst Quarry Flood Control Facility on Saturday, September 28th. Tours will depart from the Elmhurst History Museum, located at 120 E. Park Avenue in Elmhurst, via bus every 30 minutes from 9:00 a.m. to 2:30 p.m. Each tour will last approximately 2 hours. Cost for the tour is \$15 per person, payable to the Elmhurst History Museum. Quarry tour ticket sales will begin at 9 a.m. on Tuesday, September 3rd.

[More Info](#)

Another Great Year for STEM-a-Palooza



Kids learn about the different pollutants rainwater can pick up on its way to the nearest river or lake with this interactive watershed model, a big hit at STEM-a-Palooza.

SWM's booth at the DuPage County Fair was a big hit last month, along with the rest of STEM-a-Palooza hosted by SCARCE. The Department brought back the popular Emriver stream table, an amazing tool to teach about river processes and the effects of manmade structures on stream health. When combined with the classic watershed models run by SCARCE and the traveling

Around Town

The inaugural Conservation@Home DuPage Garden Showcase took place last month, sponsored by SWM and organized by the Conservation Foundation. The event invited participants on a self-guided tour of over 20 beautiful, eco-friendly gardens across the County, all certified by the Conservation@Home program for featuring native plants, water-smart gardening practices, and valuable wildlife habitats. The organizers hoped that residents would get green inspiration for their own yards by seeing the successes of their neighbors. The event was a

"Where Water Goes" exhibit, there was plenty of water quality learning going around!

Best Practices for Draining Pools

Hard to imagine summer coming to an end when it's so hot out, but fall is just around the corner! SWM is reminding residents how to properly drain pools for the season to protect water quality. Chlorine can be toxic to aquatic organisms, so pool water should be de-chlorinated before being drained. Further, pool water should be discharged into a grassy area to infiltrate into the ground and should never be discharged into storm drains.

[More Info](#)

resounding success, with over 300 participants gaining exclusive access to some gorgeous gardens!



Guests admire the showcased garden of a home in Lombard, one of the many featured gardens across the County.

Upcoming Events

Parking Lots & Sidewalks Deicing Workshops

Various dates, check link below for details

The DuPage River Salt Creek Workgroup is hosting virtual and in-person winter deicing workshops for private contractors. The purpose of the workshops is to educate attendees on alternatives to traditional salting practices and methods that may reduce the presence of chloride in waterways, while keeping parking lots and sidewalks safe. Registration is \$35 for in-person and \$85 for virtual attendance, and attendance is only necessary at one of the two workshops.

[More Info](#)

Public Roads Deicing Virtual Workshop

Various dates, check link below for details

The DuPage River Salt Creek Workgroup is hosting virtual and in-person winter deicing workshops for public agencies. The purpose of the workshops is to educate attendees on alternatives to traditional salting practices and methods that may reduce the presence of chloride in waterways, while keeping roads safe. Registration is \$35 for in-person attendance and \$85 for virtual, and attendance is only necessary at one of the six workshops.

[More Info](#)

Elmhurst Quarry Flood Control Facility Public Tour

Saturday, September 28, 2024, 9:00 A.M. - 4:00 P.M.

In partnership with the Elmhurst History Museum, SWM is opening its Elmhurst Quarry Flood Control Facility to the public. In addition to learning more about its history, DuPage County residents will get the rare opportunity to tour the Quarry and learn how the County uses it to manage floodwater today. The Elmhurst History Museum will open registration on September 3 at 9 a.m., and the cost is \$15 per person.

[More Info](#)

Stormwater Management Planning Committee

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

David Brummel | Dawn DeSart | Lucy Chang Evans

Grant Eckhoff | Paula Deacon Garcia

Paul Hinterlong | Steve Nero | Chester Pojack

Nunzio Pulice | Sam Tornatore | Asif Yusuf



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Staff Report

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
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File #: 24-2313

Agenda Date: 9/3/2024

Agenda #: 7.C



**DUPAGE
COUNTY**

Watershed
Management

Water
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Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services

STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

FROM: Mary Beth Falsey, Stormwater Management

SUBJECT: Quarterly Spill Response Report

DATE: August 21, 2024

Stormwater Management staff receives notification of spill events through citizen reports, notification from municipalities, and through the Hazardous Materials Incident Reports sent from the Local Emergency Planning Committee (LEPC). Staff responds to spill events occurring in or near waterways and storm sewers. When needed, spill kits can be deployed to contain and absorb spills and prevent further release into storm sewers and waterways until the spiller can be identified and the spill cleanup conducted by a qualified environmental cleanup company. Stormwater Management staff also reports to the Illinois Environmental Protection Agency (IEPA) as to the status of the remediation or if additional cleanup is needed. During the 3rd quarter of 2024, the following spill events occurred and were responded to:

Fuel Spill, Willowbrook, July 12, 2024

The Village of Willowbrook notified DuPage County staff of a spill that occurred at a gas station. Fuel entered the storm sewer system and was flushed into downstream basins and Sawmill Creek. Staff responded to the site and reviewed the remediation plan with the Village and the contracted cleanup company which included deployment of booms and soil remediation. Stormwater Management coordinated with IEPA on the spill and remediation plan.

Leaking Underground Storage Tank, Bensenville, July 30, 2024

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



Leaking Underground Storage Tank, Naperville, August 2, 2024

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

Diesel Fuel Spill, Bensenville, August 2, 2024

Stormwater Management received a Hazardous Materials Incident Report regarding a diesel fuel spill from semi-truck accident in Bensenville. Remediation was conducted by an environmental cleanup company. Staff verified no release into downstream waterways.

Oil Sheen, County Campus East Basin, Wheaton, August 8, 2024

County staff reported an oil sheen on the east campus stormwater basin, near the fairgrounds. Staff responded to site and determined the sheen to be used cooking oil. Public Works assisted in cleaning up the spill using a Vac-Truck. The spill was contained to the forebay of the basin and there was no release into the rest of the pond or downstream.

Diesel Fuel Spill, Carol Stream, August 16, 2024

Stormwater Management was forwarded information received by the DuPage County Public Works after hours hotline that a vehicle collision had occurred resulting in a release of diesel fuel into the storm sewer system on St. Charles Road and County Farm Road. Heavy rains came through while staff was on route to the site resulting in some of the fuel being released into Klein Creek. Once staff arrived at the site, booms were deployed in the sewer system and roadway to contain the spill. The County's on-call HazMat contractor arrived shortly after and worked with County staff on additional placement of booms. The fuel was traced downstream, and booms were placed in Klein Creek. Staff was in contact with IEPA during and after containment and remediation.



Action Item

421 N. COUNTY FARM
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File #: 24-2291

Agenda Date: 9/3/2024

Agenda #: 9.A



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services

STORMWATER MANAGEMENT

MEMORANDUM

Date: August 21, 2024
To: Stormwater Management Planning Committee
From: Robert Covey, P.E., Senior Project Engineer
Re: Lacey Creek Watershed Plan

Staff is requesting DuPage County Stormwater Management Planning Committee approval of the recommendations within the Lacey Creek Watershed Plan (Plan) in order to open a 30-day Public Comment Period for the Plan. The public comment period will include a virtual Public Meeting as part of the watershed plan approval process. At the public meeting there will be a detailed presentation of the plan, as well as adequate time for discussion and questions. Following the public comment period, staff will prepare a Comment Response Document to address all the questions and any comments received at the Public Meeting as well as throughout the public comment period. Staff will make any pertinent or required changes to the Plan resulting from the public comments received, as well as generate a Comment Response Document for all comments. Once completed, the Comment Response Document as well as the Final Plan will be brought to Committee for review and final approval. Once the Plan is finalized, the County and the affected communities will not be obligated to construct the improvements recommended within the Plan. The approved Plan will give staff, communities and local stakeholder groups the opportunity to apply for various federal, state, and local grants to assist with funding the design and construction of any recommended improvements.

Attached is the link to the draft Lacey Creek Watershed Plan document:

https://www.dupagecounty.gov/Stormwater%20Management/Documents/Water%20Quality/Watershed%20Plans/In%20Progress/Lacey%20Creek%20Watershed%20Plan_Draft_revAugust2024.pdf

Please e-mail Robert Covey at robert.covey@dupagecounty.gov with any comments or questions regarding the Plan.

Action Requested: Staff is requesting approval to open the 30-day Public Comment Period for the Lacey Creek Watershed Plan





Action Item

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

File #: 24-2303

Agenda Date: 9/3/2024

Agenda #: 9.B



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-2300	RFP, BID, QUOTE OR RENEWAL #: SWM SOI	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$14,800.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 09/03/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$24,500.00
	CURRENT TERM TOTAL COST: \$9,700.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Christopher B. Burke Engineering, LTD	VENDOR #:	DEPT: Stormwater Management	DEPT CONTACT NAME: S. Hunn
VENDOR CONTACT: Dan Crosson	VENDOR CONTACT PHONE: 8478230500	DEPT CONTACT PHONE #: 630-407-6676	DEPT CONTACT EMAIL: Sarah.hunn@dupagecounty.gov
VENDOR CONTACT EMAIL: dcrosson@cbbel.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional Stormwater Engineering Services, procured through QBS Process			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Committee approval required for a total contract amount of \$24.500.			

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. QBS Process, Professional Services Selection
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). Approve Contract to supplement in-house staffing. Hire another firm, this is not recommended as CBBEL has knowledge of the project site and construction plans.

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: Do Not Send PO to Vendor	Vendor#:	Dept: Stormwater	Division: Construction
Attn:	Email:	Attn: Jamie Lock	Email: Jamie.Lock@dupagecounty.gov
Address:	City:	Address: 421 North County Farm Rd	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6705	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Christopher B. Burke, LTD	Vendor#: 10234	Dept:	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): July 1, 2024	Contract End Date (PO25): Nov 30, 2024

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Professional Services	FY24	1600	3000	53010		24,500.00	24,500.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 24,500.00

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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND CHRISTOPHER B BURKE ENGINEERING, LTD FOR
TECHNICAL ASSISTANCE RELATED TO PROJECT
DOCUMENTATION AND CONSTRUCTION MANAGEMENT

This Professional Service Agreement (“AGREEMENT”), is made this ___ day of July, 2024, between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Christopher B. Burke Engineering, LTD licensed to do business in the State of Illinois, with offices 9575 W Higgins Rd Ste 600, Rosemont, IL 60018; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

R E C I T A L S

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

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

WHEREAS, the COUNTY has award public bids for construction. The CONSULTANT acknowledges the necessary oversight to ensure compliance with the associated project bid document and the IDOT Standard Specifications in the event the CONTRACT necessitates this scope of work.

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 fourteen thousand, eight hundred dollars and 0/100 cents (\$14,800.00); and

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

1.0 INCORPORATION AND CONSTRUCTION.

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

2.0 SCOPE OF SERVICES.

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 7.2, below, unless otherwise modified.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its vendors provide services hereunder.
- 2.4 Any work, assignments or services to be performed by professionals under this AGREEMENT shall be performed and, or, supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

3.0 NOTICE TO PROCEED.

- 3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Director of the Stormwater Management Department, (hereinafter referred to as the "Director"), in the form of a written notice to proceed following execution of the AGREEMENT by the appropriate County official.
- 3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS AND VENDORS.

- 4.1 The prior written approval of the COUNTY, through the person designated in Paragraph 3.1 above, shall be required before CONSULTANT hires any party to complete COUNTY-ordered technical or professional tasks or work included within the Scope of Work.
- 4.2 The CONSULTANT shall supervise all vendors hired by the CONSULTANT, and the CONSULTANT shall be solely responsible for any and all work performed by said vendors in the same manner and with the same liability as if the vendors' work was performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that said vendor also meets the terms of Sections 8.0 and 13.0 and Paragraphs 7.9 and 24.4 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in COUNTY-ordered tasks or work. The CONSULTANT shall further require every vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant to indemnify, and hold harmless the COUNTY (and the COUNTY'S officials, officers, employees, and agents) to the same extent the CONSULTANT is required to do so pursuant to Section 9.0 of this AGREEMENT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in the Scope of Work, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2024, unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES.

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

7.0 COMPENSATION.

- 7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall only pay the CONSULTANT for "on-call" services when such services have been ordered by the COUNTY in writing. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed fourteen thousand, eight hundred and 00/100 (\$14,800.00).
- 7.3 This amount is a "not to exceed" amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0. The CONSULTANT may charge the COUNTY for direct expenses incurred during such work.

- 7.4 For work performed, the COUNTY shall pay CONSULTANT in accordance with the Schedule of Hourly Rates for CONSULTANT's Staff attached and incorporated hereto as Exhibit "C."
- 7.5 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.
- 7.5.a For all direct expenses costing more than \$25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant's vendors indicating the price(s) paid by Consultant for such expensed materials and/or items.
- 7.5.b CONSULTANT shall not include computer and vehicle charges as direct expenses.
- 7.6 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. When requested by the COUNTY as a condition of Federal or State assistance and, or, reimbursement, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced work. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

- 7.7 Within 30 days of receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure CONSULTANT's full performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.
- 7.8 Following the CONSULTANT's satisfactory completion of all work specified in Exhibit "A," and upon receipt, review and acceptance of all deliverables specified in Exhibit "B," the COUNTY shall make its final payment to the CONSULTANT, including payment of any retainage held back pursuant to Paragraph 7.6 above.
- 7.9 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.
- 7.10 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor website at <http://www.state.il.us/agency/idol/> or calling (312) 793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor website, satisfies the notification of revisions by the COUNTY to the CONSULTANT, pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its vendors of the revised rates of wages.

8.0 CONSULTANT'S INSURANCE

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

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

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

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

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

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The

CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.
- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- 8.4 The CONSULTANT shall require that any of its vendors performing work under this AGREEMENT, including anyone directly or indirectly

employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT, to maintain the same insurance required of the CONSULTANT, and, further, which names the COUNTY as an additional insured on a primary and non-contributory basis in the same coverage types and same coverage amounts as the CONSULTANT is required to maintain per Section 8.0. The CONSULTANT shall keep on file evidence of its vendors' insurance coverage at all times and shall produce same to the COUNTY upon demand.

- 8.5 CONSULTANT'S insurance required by Paragraphs 8.1.c and d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: "The County of DuPage, its officers and employees are named as additional insureds as defined in the [Commercial (Comprehensive) General Liability Insurance policy and/or Commercial (Comprehensive) Automobile Liability Insurance policy, as applicable] with respect to claims arising from CONSULTANT'S performance under this AGREEMENT."

9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall indemnify and hold harmless the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or directly connected with, the CONSULTANT'S, or its vendor's, negligent or willful misconduct, errors or omissions in its, or their, performance under this AGREEMENT. In any event, CONSULTANT'S entire liability shall not exceed the limits of its applicable policies of insurance.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, must be the State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove CONSULTANT'S duty to indemnify and hold the COUNTY harmless, as set forth above.
- 9.3 CONSULTANT'S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental

Employees Tort Liability Act (745 ILCS 10/1, et seq.) or otherwise available to it, or the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

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

11.0 BREACH OF CONTRACT

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

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

12.0 OWNERSHIP OF DOCUMENTS.

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

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

- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3); and further certifies that it has not been barred from public contracting under any Federal statute or regulation. The CONSULTANT agrees that it shall not use any vendor that has been barred from being awarded a public contract, or subcontract, under Illinois or Federal law to perform work under this AGREEMENT.
- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT.

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

15.0 TERM OF THIS AGREEMENT.

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- (a) The early termination of this AGREEMENT in accordance with the terms of Section 16.0, or

- (b) The expiration of this AGREEMENT on November 30, 2024, or to a new date agreed upon by the parties.
- (c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2024.

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

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

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from the COUNTY, at the COUNTY'S election.

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, excepting surviving insurance and indemnification obligations, but the parties shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

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

17.0 ENTIRE AGREEMENT.

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

18.0 ASSIGNMENT.

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

19.0 SEVERABILITY.

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

20.0 GOVERNING LAW.

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

21.0 NOTICES.

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

Christopher B. Burke Engineering, LTD
9575 W Higgins Rd Ste
Rosemont, IL 60018
ATTN: Dan Crosson

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

- 21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (b) served by facsimile transmission during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by email transmittal during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday), return receipt requested; or (d) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid.

Notices served personally or by facsimile transmission shall be effective upon receipt, notices served by email shall be effective upon confirmation of delivery by electronic receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

23.0 FORCE MAJEURE.

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

24.0 QUALIFICATIONS

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

24.2 The CONSULTANT's key personnel specified in the AGREEMENT (Principal/Director) shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification shall include the proposed successor's name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.


- 24.3 Failure of the CONSULTANT to use qualified personnel to perform technical or professional service for any task, assignment or project related to this AGREEMENT shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.
- 24.4 The CONSULTANT shall require any vendors utilized for AGREEMENT-related work to employ qualified persons to the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT'S vendors being properly staffed while engaged in AGREEMENT-related work.

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


COUNTY OF DUPAGE

CONSULTANT

BY:


Sarah Hunn, P.E.


BY:


W. Daniel Crosson, P.E.

ATTEST:

ATTEST:

BY:


Courtney Suffredin
Danielle Pero

BY:



Christopher B. Burke Engineering, LTD
Witness

EXHIBIT A

SCOPE OF SERVICES

CBBEL will perform the following full-time construction observation services (estimated at 40 hours per week for a construction duration of 2 weeks):

- Observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the County informed of the progress of the work, guard the County against defects and deficiencies in the work, advise the County of all observed deficiencies of the work, and will advise when the County should disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the County's liaison with the Contractor working principally through the Contractor's field superintendent.
- Assist Contractors in dealing with any outside agencies.
- Review the Contractor's schedule prior to the start of construction and review their progress on a weekly basis. Compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents including all addenda, change order and additional drawings issued after the award of the contract.
- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in the diary.
- Keep an inspector's daily report book as outlined in the IDOT Project Procedures Guide, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.
- Except upon written instructions of the County, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
- Check the Contractor's layout at regular intervals.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

EXHIBIT C

**DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing**

CONSULTANT: Christopher B. Burke Engineering, Ltd. (CBBEL)

PROJECT: Country Club Highlands Phase II Project

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Engineer VI	\$70.00	\$86.00	
Engineer V	\$58.00	\$86.00	
Engineer IV	\$53.00	\$86.00	
Engineer III	\$39.00	\$65.00	
Engineer I/II	\$34.00	\$60.00	
Survey V	\$70.00	\$86.00	
Survey IV	\$70.00	\$86.00	
Survey III	\$65.00	\$78.00	
Survey II	\$53.00	\$65.00	
Survey I	\$32.00	\$50.00	
Engineering Technician V	\$63.00	\$86.00	
Engineering Technician IV	\$61.00	\$78.00	
Engineering Technician III	\$30.00	\$60.00	
Engineering Technician I/II	\$30.00	\$60.00	
CAD Manager	\$69.00	\$86.00	
CAD Technician II	\$50.00	\$65.00	
CAD Technician I	\$26.00	\$35.00	
GIS Specialist III	\$58.00	\$70.00	
Landscape Architect	\$65.00	\$75.00	
Landscape Designer III	\$40.00	\$50.00	
Landscape Designer I/II	\$29.00	\$35.00	
Environmental Resource Specialist V	\$61.00	\$86.00	
Environmental Resource Specialist IV	\$59.00	\$78.00	
Environmental Resource Specialist III	\$52.00	\$65.00	
Environmental Resource Spec I/II	\$29.00	\$40.00	
Environmental Resource Technician	\$45.00	\$55.00	
Engineering Intern	\$15.00	\$35.00	
Bus Ops Dept/Administrative	\$57.00	\$65.00	

Note: Maximum rate shall not exceed \$86.00 per hour.

Signature of Authorized Agent
for CONSULTANT:


Signature

Date: 7/16/2024

Sherry Sporina, Director of Marketing
Print Name

Approved By COUNTY:

Yifang Lu, Chief Highway Engineer

Date: _____

* Fee will be calculated using a 2.8% multiplier. ** Direct Costs for Vehicle Usage - \$65.00

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (minimum rate + 15% usually works, rounded up to nearest dollar amount).
5. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.

AMENDMENT TO AGREEMENT ISSUED TO CHRISTOPHER B. BURKE ENGINEERING, LTD,
FOR PROFESSIONAL ENGINEERING SERVICES FOR STORMWATER MANAGEMENT
PROJECTS FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$24,500.

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to develop watershed plans, undertake measures to control and protect against flooding, manage stormwater 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 periodically undertakes small scale stormwater management, drainage and flood control activities; and

WHEREAS, Stormwater Management, through the Qualification Based Selection process, entered a contract with Christopher B. Burke Engineering, LTD (CONSULTANT); and

WHEREAS, the CONSULTANT has experience and expertise providing the 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 twenty-four thousand five hundred dollars and no cents (\$24,500).

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

COUNTY OF DUPAGE

CHRISTOPHER B. BURKE
ENGINEERING, INC.

BY: _____
SARAH HUNN, DIRECTOR

BY: _____
DAN CROSSON, VICE PRESIDENT

ATTEST:

ATTEST:

BY: _____
NAME:
TITLE:

BY: _____
NAME:
TITLE:



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: 8/21/24

Bid/Contract/PO #: _____

Company Name: Christopher B. Burke Engineering, Ltd.	Company Contact: Dan Crosson
Contact Phone: 847-823-0500	Contact Email: dcrosson@cbbel.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

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
Deborah Conroy	Christopher B. Burke Engineering, Ltd.	Cash	\$2,500	6/7/24

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.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature

Printed Name

Michael E. Kerr

Title

President

Date

8/21/24

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 2 (total number of pages)



Required Vendor Ethics Disclosure Statement (continued)

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
Jim Zay	Christopher B. Burke Engineering, Ltd.	Cash	\$2,500.00	01/17/24
Cindy Cronin Cahill	Christopher B. Burke Engineering, Ltd.	Cash	\$250.00	05/02/24
Lucy Chang Evans	Christopher B. Burke Engineering, Ltd.	Cash	\$250.00	04/28/24
Sam Tornatore	Christopher B. Burke Engineering, Ltd.	Cash	\$500.00	05/23/23
Deborah Conroy	Christopher B. Burke Engineering, Ltd.	Cash	\$1,000.00	03/15/23

08/21/24

Signature

Date



Action Item

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

File #: 24-2304

Agenda Date: 9/3/2024

Agenda #: 9.C

SM-P-0061A-23

AMENDMENT TO RESOLUTION SM-P-0061-23 ISSUED TO EARTHWERKS LAND IMPROVEMENT
AND DEVELOPMENT CORPORATION, INC., FOR THE COUNTRY CLUB HIGHLANDS PHASE II
DRAINAGE IMPROVEMENTS PROJECT
(CONTRACT INCREASE \$153,653.58)

WHEREAS, Resolution SM-P-0061-23, was approved and adopted by the County Board on July 18, 2023; and

WHEREAS, the Stormwater Management Committee recommends changes as stated in the change order to Earthwerks Land Improvement and Development Corporation, Inc., for the Country Club Highlands Phase II Drainage Improvements Project, for Stormwater Management.

NOW, THEREFORE, BE IT RESOLVED, the County Board adopts the Change Order, dated September 10, 2024 to the contract issued to Earthwerks Land Improvement and Development Corporation, Inc., for the Country Club Highlands Phase II Drainage Improvements Project, for Stormwater Management, to increase the contract in the amount of \$153,653.58, taking the contract amount of \$2,699,424.00, resulting in an amended amount of \$2,853,077.58, an increase of 5.69%

Enacted and approved this 10th day of September, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

SWM 913
FI + CB 9110



Request for Change Order
Procurement Services Division

Attach copies of all prior Change Orders

Date: Aug 21, 2024

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 6547-001-SERV	Original Purchase Order Date: Jul 18, 2023	Change Order #: 2	Department: Stormwater Management
Vendor Name: Earthwerks Land Improvement & Development Corp.		Vendor #: 11452	Dept Contact: Jamie Lock
Background and/or Reason for Change Order Request:	\$153,653.58. Increase in contract for a new total value of \$2,853,077.58 (increase of 5.69%). During construction, additional work was necessary to complete the intent of the project including additional sidewalk, curb, pavement, and utility relocation due to subsurface conflicts identified in the field.		
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 \$2,699,424.00
B	Net \$ change for previous Change Orders \$0.00
C	Current contract amount (A + B) \$2,699,424.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease \$153,653.58
E	New contract amount (C + D) \$2,853,077.58
F	Percent of current contract value this Change Order represents (D / C) 5.69%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) 5.69%
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	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input checked="" type="checkbox"/> Increase \geq \$2,500.00, or \geq 10%, of current contract amount	<input type="checkbox"/> Funding Source _____
<input type="checkbox"/> OTHER - explain below: _____	

JCL	6705	Aug 21, 2024		6676	0822.24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
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: Aug 21, 2024

File ID #: _____

Purchase Order #: 6547-0001-SERV

Requesting Department: Stormwater Management	Department Contact: Jamie Lock
Contact Email: jamie.lock@dupagecounty.gov	Contact Phone: 630-407-6705
Vendor Name: Earthwerks Land Improvement & Dev. Corp.	Vendor #: 11452

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

Increase in contract amount - \$153,653.58. An increase in contract amount is necessary in order to complete the project. Cost increases occurred additional work necessary to address items identified during construction that were unforeseen during the initial design process. This increase is 5.69% of the total contract value.

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

The project increase is necessary in order to meet the requirements and intent of this project.

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

Earthwerks Land Improvement and Development Corporation, Inc. was the low bid contractor.

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

Staff recommends the contract increase to allow the contractor to complete the project.

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.

FY 2024 - \$153,653.58

①



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: 6-23-23

Bid/Contract/PO #: 23-083-SWM

Company Name: <u>Earthwerks Land Improvement & Development Corporation</u>	Company Contact: <u>DAN DAVIES</u>
Contact Phone: <u>630-482-2341</u>	Contact Email: <u>LDAVIES@EARTHWERKSINC.COM</u>

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

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

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

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
<u>JIM ZAY</u>		<u>CASH</u>	<u>5006.00</u>	<u>8-2022</u>

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

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

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

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

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

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

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

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

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

Authorized Signature

[Redacted Signature]

Printed Name

DAN DAVIES

Title

President

Date

6-23-23





Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0023-24

Agenda Date: 9/3/2024

Agenda #: 9.D

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and The Conservation Foundation is hereby accepted and approved, 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, by and through the Stormwater Management Department, to The Conservation Foundation, 10S404 Knoch Knolls Rd., Naperville, Illinois 60565; and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 10th day of September, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: SM-P-0023-24	RFP, BID, QUOTE OR RENEWAL #: 24-092-SWM	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$77,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 09/03/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$77,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: The Conservation Foundation	VENDOR #: 10638	DEPT: Stormwater Management	DEPT CONTACT NAME: Raul Galvan
VENDOR CONTACT: Amy Phillips	VENDOR CONTACT PHONE: 630-428-4500 x113	DEPT CONTACT PHONE #: 630-407-6706	DEPT CONTACT EMAIL: raul.galvan@dupagecounty.gov
VENDOR CONTACT EMAIL: aphillips@theconservationfoundation.org	VENDOR WEBSITE: www.theconservationfoundation.org	DEPT REQ #: 1600-2419	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The contract includes coordination of the Beyond the Basics seminar; digital outreach materials; Lunch 'N Learn workshops; Conservation@Home, Conservation@Work, and Garden Refresh programs; storm drain medallions; DuPage County River Sweep; Adopt-a-Stream; and the Winter Chloride Watchers program.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The professional education contract renewal with The Conservation Foundation will help DuPage County meet the requirements of the Public Education & Outreach and Public Involvement/Participation Minimum Control Measures set forth by the EPA's National Pollutant Discharge Elimination System (NPDES) Permit No. ILR40 for discharges from Municipal Separate Storm Sewer Systems (MS4s).			

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

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. ACT INITIATIVE
SOURCE SELECTION	Describe method used to select source. RFP #24-092-SWM
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Approve the contract with The Conservation Foundation for the services outlined. 2) Hire additional staff members to complete the education and outreach provided by the Consultant.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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: The Conservation Foundation	Vendor#: 10638	Dept: Stormwater Management	Division:
Attn: Amy Phillips	Email: aphillips@theconservationfoundation.org	Attn: Raul Galvan	Email: raul.galvan@dupagecounty.gov
Address: 10S404 Knoch Knolls Rd.	City: Naperville	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60565	State: IL	Zip: 60187
Phone: 630-428-4500 x113	Fax: 630-428-4599	Phone: 630-407-6706	Fax: 630-407-6701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Sep 10, 2024	Contract End Date (PO25): Sep 30, 2025
Contract Administrator (PO25): Alicia Favela-Perez			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Professional Water quality education	FY24	1600	3000	53090		30,000.00	30,000.00
2	1	EA		Professional Water quality education	FY25	1600	3000	53090		47,000.00	47,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 77,000.00

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

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

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

This Professional Service Agreement (“AGREEMENT”), is made this 10th day of September, 2024 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and The Conservation Foundation, a nonprofit organization licensed to do business in the State of Illinois, with offices at 10S404 Knoch Knolls Road, Naperville, Illinois 60565; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

R E C I T A L S

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

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

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

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

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

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

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

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

1.0 INCORPORATION AND CONSTRUCTION.

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

2.0 SCOPE OF SERVICES.

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 7.2, below, unless otherwise modified.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its vendors provide services hereunder.
- 2.4 Any work, assignments or services to be performed by professionals under this AGREEMENT shall be performed and, or, supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

3.0 NOTICE TO PROCEED.

- 3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Director of the Stormwater Management Department, (hereinafter referred to as the "DIRECTOR"), in the form of a written notice to proceed following execution of the AGREEMENT by the appropriate County official.
- 3.2 In addition to the Notice to Proceed, the DIRECTOR or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed by the DIRECTOR or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS AND VENDORS.

- 4.1 The prior written approval of the COUNTY, through the person designated in Paragraph 3.1 above, shall be required before CONSULTANT hires any party to complete COUNTY-ordered technical or professional tasks or work included within the Scope of Work.
- 4.2 The CONSULTANT shall supervise all vendors hired by the CONSULTANT, and the CONSULTANT shall be solely responsible for any and all work performed by said vendors in the same manner and with the same liability as if the vendors' work was performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that said vendor also meets the terms of Sections 8.0 and 13.0 and Paragraphs 7.9 and 24.4 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in COUNTY-ordered tasks or work. The CONSULTANT shall further require every vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant to indemnify, and hold harmless the COUNTY (and the COUNTY'S officials, officers, employees, and agents) to the same extent the CONSULTANT is required to do so pursuant to Section 9.0 of this AGREEMENT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in the Scope of Work, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by September 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" of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

7.0 COMPENSATION.

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

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

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

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

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

8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
- 8.1.a **Worker's Compensation Insurance** in the statutory amounts.
 - 8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and five-hundred thousand dollars (\$500,000.00) each employee/disease.
 - 8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than two million dollars (\$2,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o Director of Stormwater Management, its' officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.**
 - 8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o Director of Stormwater Management, its' officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.**
- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has

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

- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- 8.4 The CONSULTANT shall require that any of its vendors performing work under this AGREEMENT, including anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT, to maintain the same insurance required of the CONSULTANT, and, further, which names the COUNTY as an additional insured on a primary and non-contributory basis in the same coverage types and same coverage amounts as the CONSULTANT is required to maintain per Section 8.0. The CONSULTANT shall keep on file evidence of its vendors' insurance coverage at all times and shall produce same to the COUNTY upon demand.
- 8.5 CONSULTANT'S insurance required by Paragraphs 8.1.c and d, above, shall name the COUNTY, its officers and employees as additional insured

parties. The Certificate of Insurance and endorsements shall state: “The County of DuPage, its officers and employees are named as additional insureds as defined in the [Commercial (Comprehensive) General Liability Insurance policy and/or Commercial (Comprehensive) Automobile Liability Insurance policy, as applicable] with respect to claims arising from CONSULTANT’S performance under this AGREEMENT.”

9.0 INDEMNIFICATION

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

10.0 SATISFACTORY PERFORMANCE

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

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

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

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

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS.

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

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

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

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

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

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

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

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

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

14.0 MODIFICATION OR AMENDMENT.

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

15.0 TERM OF THIS AGREEMENT.

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- (a) The early termination of this AGREEMENT in accordance with the terms of Section 16.0, or
 - (b) The expiration of this AGREEMENT on September 30th, 2025 or to a new date agreed upon by the parties.
 - (c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before September 30th, 2025.
- 15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT, or during a provisional extension period. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT'S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to the AGREEMENT'S termination, or expiration, and delivered in accord with Paragraph 6.1, above.

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

16.0 TERMINATION

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

17.0 ENTIRE AGREEMENT.

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

18.0 ASSIGNMENT.

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

19.0 SEVERABILITY.

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

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

20.0 GOVERNING LAW.

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

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

21.0 NOTICES.

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

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

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

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

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

23.0 FORCE MAJEURE.

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

24.0 QUALIFICATIONS

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

24.2 [Reserved]

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

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

25.0 ACCESS TO PROPERTY.

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

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

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

COUNTY OF DUPAGE

THE CONSERVATION FOUNDATION

BY: _____
DEBORAH A. CONROY
CHAIR

BY: _____
BROOK MCDONALD
EXECUTIVE DIRECTOR

ATTEST:

ATTEST:

BY: _____
JEAN KACZMAREK, COUNTY CLERK

BY: _____
NAME:
TITLE:

EXHIBIT A

SCOPE OF WORK

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

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

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

- September 15, 2024: Fall
- November 15, 2024: Winter
- February 15, 2025: Spring
- April 15, 2025: Summer

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

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

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

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

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

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

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

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

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

EXHIBIT B
DELIVERABLES

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

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

EXHIBIT C

SCHEDULE OF FEES AND HOURLY RATES FOR CONSULTANT'S STAFF

The CONSULTANT will bill the COUNTY for all tasks, assignments, and work performed in accordance with the following schedule of hourly rates. The CONSULTANT may bill the COUNTY for direct expenses as necessary to complete the Scope of Work.

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



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 WATER QUALITY EDUCATION SERVICES 24-092-SWM
 BID TABULATION

√

Criteria	Available Points	The Conservation Foundation
Firm Qualifications	20	20
Key Qualifications	30	30
Project Understanding	30	30
Price	20	20
Total	100	100

Fee and Rate Proposal	\$ 77,000.00
Percentage of points	100%
Points awarded (wtd against lowest price)	20

NOTES

RFP Posted on 08/23/2024	NE,BR
Bid Opened On 08/12/2024, 2:30 PM by	
Invitations Sent	41
Total Requesting Documents	2
Total Bid Responses Received	1



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: Jul 15, 2024

Bid/Contract/PO #: 6562-0001

Company Name: The Conservation Foundation	Company Contact: Brook McDonald
Contact Phone: 630-428-4500, ext. 112	Contact Email: bmcdonald@theconservationfoundation.org

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
Brook McDonald	630-428-4500, ext 112	bmcdonald@theconservationfoundation.org
Amy Phillips	630-428-4500, ext 113	aphillips@theconservationfoundation.org

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


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

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

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

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

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

Authorized Signature: 

Printed Name: Brook McDonald

Title: President/CEO

Date: Jul 15, 2024

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



Stormwater Management Resolution

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

File #: SM-R-0004-24

Agenda Date: 9/3/2024

Agenda #: 9.E

Resolution SM-R-0004-24

ACCEPTANCE OF FAWELL DAM SADDLE DIKE LICENSE AGREEMENTS

WHEREAS, the County of DuPage, acting pursuant to authority granted by the Illinois General Assembly in Illinois Compiled Statutes, 55 ILCS 5/5-1062.3 and 5/5-15001, et seq., owns, maintains and operates a flood control and stormwater management facility across the West Branch DuPage River commonly known as Fawell Dam; and

WHEREAS, the Fawell Dam facility includes a Saddle Dike, a five thousand foot (5000') long earthen embankment running northward from Fawell Dam with residential subdivisions adjacent to the Saddle Dike on the east and McDowell Grove Forest Preserve along the west; and

WHEREAS the DuPage County Board previously granted, and subsequently renewed and extended, License Agreements to several persons owning property adjacent to the Saddle Dike in accordance with Resolution SM-R-0398-19; and

WHEREAS, the Fawell Dam Saddle Dike License Agreements have lapsed or are about to lapse; and

WHEREAS, the circumstances that previously merited granting and renewing said Fawell Dam Saddle Dike License Agreements continue to exist and merit the County's renewal and extension of said licenses for an additional five (5)-year term; and

WHEREAS, the Stormwater Management Committee recommends approval of the attached License Agreement form, (Exhibit A), which License Agreement is consistent with the previous License Agreements granted certain persons owning property adjacent to the Saddle Dike and granting same individually to the properties listed on Exhibit B.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the License Agreement, attached hereto as Exhibit A, be granted to the persons listed on Exhibit B, also attached hereto, and the Director of Stormwater Management is hereby authorized and directed to execute such License Agreements on behalf of the County of DuPage; and

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit copies of this Resolution and the executed License Agreements to: DuPage County Stormwater Management, 421 N. County Farm Road, Wheaton, IL 60187; Nicholas V. Alfonso, DuPage County State's Attorney's Office, 503 N. County Farm Road, Wheaton, IL 60187.

Enacted and approved this 10th of September, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Fawell Dam Saddle Dike License Area Agreement

Notice of Intention

(Insert Name, Address, Parcel Number)

- Yes, I/We intend to enter into the license agreement with DuPage County Stormwater Management, subject to the terms of the license agreement for a fee of \$300.00 for a 5-year period.

- No, I/We do not want to enter into the license agreement with DuPage County Stormwater Management. I/We acknowledge that we are declining the County's offer and will not utilize the County's property for any purpose.

EXHIBIT A

LICENSE AGREEMENT

Parcel Number; Fourth License (4)

KNOW ALL MEN BY THESE PRESENTS, that the County of DuPage, as property owner (hereinafter referred to collectively as "Licensors") for and in consideration of three hundred dollars (\$300.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby issues to xxxxxxxxxx, as tenants by the entirety (hereinafter referred to as "Licensee"), a non-exclusive Temporary License ("License") for the purpose of allowing temporary access to and use of the designated License Area for a period of five (5) years unless terminated sooner. Said License Area shall be on County-owned property commonly referred to as the Saddle Dike Parcel, the Saddle Dike itself being earthen levee constructed within the one hundred fifty foot (150') wide strip of land located along the eastern edge of the McDowell Grove Forest Preserve for the purpose of preventing the flow of floodwaters onto adjacent lands resulting from the operation of the Fawell Dam.

The License Area is shown and legally described on the Survey, attached hereto as Exhibit A.

(Add Description of the property according to the Recorder's Office).

Common Property Address: **Address**

Parcel Identification Number: **Parcel Number**

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

Return to: DuPage County Stormwater Mgmt
Attn: Avery Mumm
421 N. County Farm Road
Wheaton, IL 60187

Resolution number: SM-R-0004-24

This License is made by the Licensor and accepted by the Licensee under the following terms and conditions:

1. The purpose for this License grant is to allow Licensee, including Licensee's family, guests and invitees, non-exclusive access to, and the use(s) described herein of, the area legally described and depicted on Exhibit A, and referred to herein as the "License Area," for a period of five (5) years from the date of its issuance by Licensor, unless terminated sooner by operation of this Agreement, **so long as the Licensee remains owner(s) of real estate adjoining the License Area.**
2. The Licensor shall have and retain all rights to the aforesaid License Area as specified herein. Licensor, including Licensor's officers, employees, agents and contractors, may access and use the designated License Area at any time, with reasonable notice to the Licensee, for the performance of inspections, maintenance or repairs to the Licensor's adjacent properties and nearby improvements. In the event of an emergency, Licensor may access and use the designated License Area without notice to the Licensee.
3. The Licensee may access and use the License Area for purposes ordinarily and customarily associated with the open spaces of residential property subject to the limitations stated herein. The Licensee may erect non-permanent structures such as tents, children's play-sets, and sandboxes within the License area provided that such items are not affixed to the ground by any means other than easily removable pins or pegs.
4. Licensee shall be responsible for the maintenance of the landscape and vegetation within the License Area, including grass mowing and litter removal. Weed eradication shall be by hand only and the use of herbicides within the License area is expressly forbidden.
5. This License is conditioned on the following limitation on the Licensee's use thereof: a) Licensee shall not construct any buildings, structures or permanent improvements on the License area; b) Licensee shall not alter, change, destroy or modify the grading or drainage patterns of the License area; c) Licensee shall not affect the lateral or sub-lateral support for the License area or for any adjoining area; d) Licensee shall not impact, in any way, the Saddle Dike or the Licensor's access to or use of the License Area; e) Licensee shall do no act within the License Area that constitutes a violation of any law, ordinance, code or regulation or which constitutes a nuisance (public or private); f) Licensee shall not encroach or trespass onto the Licensor's property adjacent to the License Area and, specifically, shall not engage in any mowing on Licensor's property. It is expressly understood that mowing the native prairie grass vegetation outside of the License area adversely affects the Saddle Dike's structural stability by increasing the risks from destructive erosion.
6. In the event the Licensee, or any of the Licensee's family, guests and, or, invitees, violate(s) any of the limitations stated above in Paragraphs 3 and 4 and Paragraph 5, sub-parts a) through f), this License grant shall terminate immediately upon the Licensor giving Licensee reasonable notice of such termination. Any rights or privileges granted herein shall immediately cease and desist. In the event of such termination, Licensee shall

continue to have a license to enter onto the License Area for five (5) days after Licensor's notice of termination, for the sole purpose of Licensee removing Licensee's property from the License Area. Due to the potential severity of consequences from any breach of the limitations listed above, there shall be no rights or options to cure any default by Licensee. It shall not be necessary for the Licensor to physically observe Licensee violating Paragraphs 3, 4, and/or 5, inasmuch as any *indicia* of alterations, changes, modifications, effects, impacts, prevention of access, or violation(s) upon the license area, and/or mowing or encroachments upon Licensor's property immediately adjacent to the License area, shall be deemed conclusive as to Licensee's violation of those conditions.

7. The Licensee shall indemnify, defend and hold the Licensor harmless for and against all liability arising from or out of any loss, injury or claim, of any kind whatsoever, that occurs within the License Area and, or, which arises from any act or omission of the Licensee during the term of Licensee's use of the License Area. The Licensee shall not be responsible, though, for any acts or omissions that were directly and proximately caused by the Licensor or the Licensor's entry onto or use of the License Area. Such obligation shall survive the expiration and, or, early termination of this License. Nothing contained herein shall be construed as prohibiting the Licensor, 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 Licensee shall likewise be liable for the cost, fees and expenses incurred in the Licensor's or the Licensee's defense of any such claims, actions, or suits. Licensor 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 such indemnification.
8. Upon the expiration or early termination of this License, Licensee shall remove all of Licensee's property and improvements from the License Area and restore that area, to the fullest extent practicable, to the conditions that existed that existed prior to Licensee's possession and use thereof. In the event the Licensee fails to comply with this provision, Licensor may, at its election, have Licensee's property and improvements removed from the License Area in any manner Licensor deems appropriate. The Licensee shall thereafter promptly reimburse the Licensor, upon tender of a written demand, at one hundred fifteen percent (115%) of Licensor's documented cost to restore.
9. This License shall be valid for a five (5) year term, subject to such contingencies that cause earlier reversion to Licensor, or the Licensor's earlier revocation thereof, with or without cause. This License is not self-renewing and shall expire on its own terms without notice to the Licensee. **The License shall terminate automatically in the event Licensee ceases being the owner of a parcel adjoining the License Area.** In the event of a holdover, the Licensee agrees that it shall owe the Licensor one hundred dollars (\$100.00) per day, including any part thereof, for any such holdover. Moreover, Licensee shall reimburse the Licensor for any damage to the License Area, or areas of Licensor's property adjacent to said License Area, caused by the Licensee's use of the License Area in any manner prohibited by Paragraph 5, above.

10. This License shall not be recorded and the recordation of such shall cause the immediate termination thereof at the Licensor's election.

[Remainder of this page left intentionally blank]

Dated this _____ day of _____, 2024.

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

LICENSOR: COUNTY OF DUPAGE

By: _____ Attest by: _____
Name: _____ Name: _____
Title: _____ Title: _____

LICENSEE:

By: _____ By: _____
Name: _____ Name: _____

STATE OF ILLINOIS)
) Ss
COUNTY OF _____)

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 _____, 2024.

Notary Public _____

My commission expires: _____

Exhibit B

Parcel	Property Address	Tax Bills Sent To	Town
07-02-401-028	1637 Imperial Circle	1637 Imperial Circle	Naperville 60563
07-02-401-029	1641 Imperial Circle	1641 Imperial Circle	Naperville 60563
07-02-401-030	1645 Imperial Circle	1645 Imperial Circle	Naperville 60563
07-02-401-031	1649 Imperial Circle	1649 Imperial Circle	Naperville 60563
07-02-401-032	1653 Imperial Circle	1653 Imperial Circle	Naperville 60563
07-11-207-002	1413 Heatherton Drive	1413 Heatherton Drive	Naperville 60563
07-11-207-003	1409 Heatherton Drive	1409 Heatherton Drive	Naperville 60563
07-11-207-004	1405 Heatherton Drive	1405 Heatherton Drive	Naperville 60563
07-11-207-005	1325 Heatherton Drive	1325 Heatherton	Naperville 60563
07-11-207-006	1319 Heatherton Drive	1319 Heatherton Drive	Naperville 60563
07-11-207-007	1315 Heatherton Drive	1315 Heatherton Drive	Naperville 60563
07-11-207-008	1473 Farington Drive	1473 Farington Drive	Naperville 60563
07-11-207-009	1469 Farington Drive	1469 Farington Drive	Naperville 60563
07-11-207-010	1465 Farington Court	1465 Farington Drive	Naperville 60563
07-11-207-011	1461 Farington Court	1461 Farington Drive	Naperville 60563
07-11-207-012	1457 Farington Court	1457 Farington Drive	Naperville 60563
07-11-207-013	1453 Farington Court	1453 Farington Drive	Naperville 60563
07-11-207-019	1549 Bonaventure Drive	1549 Bonaventure Drive	Naperville 60563
07-11-207-020	1545 Bonaventure Drive	1545 Bonaventure Drive	Naperville 60563
07-11-207-021	1541 Bonaventure Drive	1541 Bonaventure Drive	Naperville 60563
07-11-207-022	1537 Bonaventure Drive	1537 Bonaventure Drive	Naperville 60563
07-11-207-023	1533 Bonaventure Drive	1533 Bonaventure Drive	Naperville 60563
07-11-207-024	1529 Bonaventure Drive	1529 Bonaventure Drive	Naperville 60563
07-11-207-025	1525 Bonaventure Drive	1525 Bonaventure Drive	Naperville 60563
07-11-207-026	1521 Bonaventure Drive	1521 Bonaventure Drive	Naperville 60563
07-11-207-027	1517 Bonaventure Drive	1517 Bonaventure Drive	Naperville 60563
07-11-207-028	1513 Bonaventure Drive	1513 Bonaventure Drive	Naperville 60563
07-11-207-032	1222 W. Bauer Road	1222 W Bauer Road	Naperville 60563
07-11-207-033	1226 Bauer Road	1226 W Bauer Road	Naperville 60563
07-11-207-035	1673 Imperial Circle	1673 Imperial Circle	Naperville 60563
07-11-207-036	1669 Imperial Circle	1669 Imperial Circle	Naperville 60563
07-11-207-037	1665 Imperial Circle	1665 Imperial Circle	Naperville 60563
07-11-207-038	1661 Imperial Circle	1661 Imperial Circle	Naperville 60563
07-11-207-039	1657 Imperial Circle	1657 Imperial Circle	Naperville 60563
07-11-400-011	1205 Heatherton Drive	1205 Heatherton Drive	Naperville 60563
07-11-400-012	1125 Heatherton Drive	1125 Heatherton Drive	Naperville 60563
07-11-400-013	1121 Heatherton Drive	1121 Heatherton Drive	Naperville 60563
07-11-400-014	1117 Heatherton Drive	1117 Heatherton Drive	Naperville 60563
07-11-400-015	1115 Heatherton Drive	1115 Heatherton Drive	Naperville 60563
07-11-400-016	1111 Heatherton Drive	1111 Heatherton Drive	Naperville 60563
07-11-400-017	1105 Heatherton Drive	1105 Heatherton Drive	Naperville 60563
07-11-400-018	1311 Heatherton Drive	1311 Heatherton Drive	Naperville 60563
07-11-400-019	1309 Heatherton Drive	1309 Heatherton Drive	Naperville 60563
07-11-400-020	1305 Heatherton Drive	1305 Heatherton Drive	Naperville 60563
07-11-400-021	1301 Heatherton Drive	1301 Heatherton Drive	Naperville 60563
07-11-400-022	1221 Heatherton Drive	1221 Heatherton Drive	Naperville 60563
07-11-400-023	1217 Heatherton Drive	1217 Heatherton Drive	Naperville 60563
07-11-400-024	1211 Heatherton Drive	1211 Heatherton Drive	Naperville 60563

07-11-400-025	1209 Heatherton Drive	1209 Heatherton Drive	Naperville 60563
07-11-401-001	1021 Heatherton Drive	1021 Heatherton Drive	Naperville 60563
07-11-401-002	1017 Heatherton Drive	1017 Heatherton Drive	Naperville 60563
07-11-401-003	1013 Heatherton Drive	1013 Heatherton Drive	Naperville 60563