



# DU PAGE COUNTY

## Stormwater Management Committee

### Final Summary

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

**Tuesday, May 2, 2023**

**7:30 AM**

**County Board Room**

#### 1. CALL TO ORDER

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

A motion was made by Member Garcia and seconded by Member Hinterlong to add Member Gustin to the Stormwater Management Committee on May 2, 2023 for quorum purposes. Upon a voice vote, the motion passed with all ayes.

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

#### 2. ROLL CALL

County Board Member Yeena Yoo was in attendance.

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

#### 3. PUBLIC COMMENT - PUBLIC COMMENT IS LIMITED TO THREE MINUTES PER PERSON

The following individuals were present for record of attendance only:  
Kay Whitlock- Christopher B. Burke Engineering, LTD.  
Marylee Leu- Community

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

Chairman Zay, Director Hunn and Kay McKeen presented the awards for the Sustainable Design Challenge to the students and teachers of the winning projects.

4.A Sustainable Design Challenge Awards Presentation

#### 5. APPROVAL OF MINUTES

5.A [23-1433](#)

Stormwater Management Committee Meeting- Regular Meeting- Tuesday, April 4, 2023

**Attachments:** [Stormwater Management Committee Meeting-Regular Meeting-Tuesday, April 4, 2023](#)

<b>RESULT:</b>	APPROVED
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<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Chester Pojack

## 6. CLAIMS REPORTS

### 6.A [23-1616](#)

Schedule of Claims - April FY23

**Attachments:** [FY23 April Schedule of Claims](#)

<b>RESULT:</b>	ACCEPTED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Paul Hinterlong

## 7. STAFF REPORTS

### 7.A [23-1627](#)

2023 May Program and Event Update

Director Hunn addressed a question from Member Eckhoff regarding a project start date.

**Attachments:** [2023 May Program Update](#)  
[2023 May Events](#)

<b>RESULT:</b>	ACCEPTED AND PLACED ON FILE
<b>MOVER:</b>	Patty Gustin
<b>SECONDER:</b>	Paula Garcia

### 7.B [23-1632](#)

April 2023 Currents E-Newsletter

**Attachments:** [April 2023 Currents E-Newsletter](#)

<b>RESULT:</b>	ACCEPTED AND PLACED ON FILE
<b>MOVER:</b>	Patty Gustin
<b>SECONDER:</b>	Paula Garcia

## 8. ACTION ITEMS

Motion to Combine Items

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

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

Recommendation for the approval to enter into an Intergovernmental Agreement between

the County of DuPage, Illinois and the Glen Ellyn Park District for the Churchill Park Site Improvements Project, for an agreement not to exceed \$34,500. FY2023 Water Quality Improvement Grant.

**Attachments:**     [Glen Ellyn Park District Churchill Checklist](#)  
[Glen Ellyn Park District- Churchill Park IGA](#)

8.B     **SM-R-0063-23**

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Westmont for the Alley Reconstruction Project, Section H, for an agreement not to exceed \$66,129. FY2023 Water Quality Improvement Grant.

**Attachments:**     [Village of Westmont Alley H- Checklist](#)  
[Village of Westmont Alley H- IGA](#)

8.C     **SM-R-0064-23**

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Willowbrook for the Borse Memorial Parking Lot Improvements, for an agreement not to exceed \$99,000. FY2023 Water Quality Improvement Grant.

**Attachments:**     [Village of Willowbrook Borse Parking Lot Checklist](#)  
[Village of Willowbrook Borse Parking Lot IGA](#)

8.D     **SM-R-0065-23**

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Downers Grove for the Curtiss and Glenview Water Quality Project , for an agreement not to exceed \$19,275. FY2023 Water Quality Improvement Grant.

**Attachments:**     [Curtiss & Glenview Downers Grove Checklist](#)  
[Curtiss & Glenview Downers Grove IGA](#)

<b>RESULT:</b>	APPROVED THE CONSENT AGENDA
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Paul Hinterlong
<b>AYES:</b>	Eckhoff, Garcia, Hinterlong, Pojack, Tornatore, Yusuf, Zay, and Gustin
<b>ABSENT:</b>	Brummel, DeSart, Nero, and Pulice
<b>REMOTE:</b>	Evans

8.E     **SM-P-0056-23**

Recommendation for the approval of a contract issued to Environmental Consulting & Technology, Inc., for Professional Engineering Services for hydraulic modeling and

floodplain mapping services, for Stormwater Management, for the period of May 9, 2023 through November 30, 2024, for a contract total not to exceed \$50,000. Professional Services in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ et. seq. vetted through a qualification-based selection process (Architects, Engineers and Land Surveyors).

**Attachments:**     [ECT- Checklist](#)  
                              [ECT- Agreement](#)  
                              [ECT- Vendor Ethics](#)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Patty Gustin
<b>SECONDER:</b>	Paula Garcia

8.F     [SM-P-0057-23](#)

Recommendation for the approval of a contract issued to Strand Associates, Inc., for On Call Drainage Professional Engineering Services, for Stormwater Management, for the period of May 9, 2023 through April 30, 2024, for a contract total not to exceed \$70,000. Professional Services in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ et. seq. vetted through a qualification based selection process (Architects, Engineers and Land Surveyors). First Renewal.

**Attachments:**     [Strand-Checklist](#)  
                              [Strand-Agreement](#)  
                              [Strand- Vendor Ethics](#)  
                              [Millennia- Vendor Ethics -Sub](#)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Patty Gustin
<b>SECONDER:</b>	Paula Garcia

8.G     [SM-P-0058-23](#)

Recommendation for the approval of a contract issued to Trotter & Associates, Inc., for On-Call Professional Engineering Services, for Stormwater Management, for the period of May 9, 2023 through November 30, 2024, for a contract total amount not to exceed \$90,000. Professional Services in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ et seq. vetted through a qualification based selection process (Architects, Engineers and Land Surveyors). First Renewal.

**Attachments:**     [Trotter- Checklist](#)  
                              [Trotter- Agreement](#)  
                              [Trotter- Vendor Ethics](#)

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



<b>SECONDER:</b> Patty Gustin
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**8.H** [FI-R-0119-23](#)

Acceptance and appropriation of the Illinois Environmental Protection Agency Section 319(h) Nonpoint Source Pollution Control Financial Assistance Program, Intergovernmental Agreement No. 3192207, Company 5000, Accounting Unit 3065, \$547,398. (DRAFT)

**Attachments:**     [AU3065 Budget - Attachment I](#)  
                              [NOSA 378-38527 - Attachment II](#)  
                              [3192207.DRAFT.exhibits](#)

<b>RESULT:</b> APPROVED AND SENT TO FINANCE
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<b>MOVER:</b> Paula Garcia
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<b>SECONDER:</b> Chester Pojack
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**9. OLD BUSINESS**

No old business was discussed.

**10. NEW BUSINESS**

No new business was discussed.

**11. ADJOURNMENT**

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



## Minutes

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

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**File #: 23-1433**

**Agenda Date: 5/2/2023**

**Agenda #: 5.A**

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# DU PAGE COUNTY

## Stormwater Management Committee

### Final Summary

421 N. COUNTY FARM ROAD  
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**Tuesday, April 4, 2023**

**7:30 AM**

**County Board Room**

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**1. CALL TO ORDER**

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

**2. ROLL CALL**

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

**3. PUBLIC COMMENT - PUBLIC COMMENT IS LIMITED TO THREE MINUTES PER PERSON**

The following individual offered public comment:  
Kay McKeen- SCARCE

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

Chairman Zay thanked staff for their response and hard work regarding all of the rain events so far this year. Director Hunn discussed how staff responded to the most recent rain event and noted it was the fourth such event this year.

**5. APPROVAL OF MINUTES**

**5. A [23-1354](#)**

Stormwater Management Committee Meeting- Regular Meeting- Tuesday, March 7, 2023

**Attachments:** [Stormwater Management Committee Meeting- Regular Meeting- Tuesday, March 7, 2023](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Dawn DeSart

**6. CLAIMS REPORTS**

**6. A [23-1346](#)**

Schedule of Claims - March 2023

**Attachments:** [FY23 March Schedule of Claims](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Dawn DeSart

## 7. BUDGET TRANSFERS

### 7. A [23-1347](#)

Budget Transfer needed for the purchase of 3-Flygt NP 3531 Pumps at the Elmhurst Quarry Flood Control Facility. Due to material shortages, shipping delays and supply chain disruptions the physical pumps that are to be installed in the quarry will be removed from the construction bid documents and made as a stand alone purchase from the manufacturer. Funds will move from Drainage System Infrastructure Construction 1600-3000-54060 to Capital Equipment and Machinery 1600-3000- 54110. Funds are included in the FY23 Budget.

Chairman Zay asked Director Hunn to go over the budget transfer for the Committee. Director Hunn also address questions from Member Garcia and Member DeSart.

**Attachments:**     [Budget Transfer 1,117,796.00](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Paula Garcia

## 8. STAFF REPORTS

Motion to Combine Items

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

### 8. A [23-1348](#)

April 2023 Program and Events Update

**Attachments:**     [2023 April Program Update](#)  
                              [2023 April Events](#)

### 8. B [23-1349](#)

March 2023 Currents E-Newsletter

**Attachments:**     [March 2023 Currents E-Newsletter](#)

### 8. C [23-1350](#)

Sustainable Design Challenge

**Attachments:**     [Sustainable Design Challenge](#)

<b>RESULT:</b>	APPROVED THE CONSENT AGENDA
<b>MOVER:</b>	David Brummel
<b>SECONDER:</b>	Dawn DeSart
<b>AYES:</b>	Brummel, DeSart, Eckhoff, Garcia, Hinterlong, Pojack, and Zay
<b>ABSENT:</b>	Nero, Pulice, and Yusuf
<b>LATE:</b>	Evans, and Tornatore

## 9. ACTION ITEMS

### 9. A [SM-P-0034-23](#)

Recommendation for the approval of a contract to Xylem Water Solutions, Inc., purchase of 3-Flygt NP 3531 Pumps at the Elmhurst Quarry Flood Control Facility, for the Stormwater Management Department, for the period April 11, 2023 through November 30, 2023, for a contract total amount not to exceed \$1,117,795.85; per ILCS 5/5-1022(c) “not suitable to competitive bids” (Direct replacement compatible equipment parts). Sole Source.

**Attachments:**     [Xylem Checklist](#)  
                              [Xylem Sole Source Quote](#)  
                              [Xylem Sole Source Letter](#)  
                              [Xylem Vendor Ethics](#)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Chester Pojack

### 9. B [SM-P-0035-23](#)

Recommendation for the approval of a contract purchase order issued to Robinson Engineering, Inc., for On Call Professional Engineering Services, for Stormwater Management, for the period of April 11, 2023 through May 31, 2024, for a contract total not to exceed \$95,000. Professional Services in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ et. seq. vetted through a qualification based selection process (Architects, Engineers and Land Surveyors). First Renewal.

**Attachments:**     [Robinson Checklist](#)  
                              [Robinson Agreement](#)  
                              [Robinson Vendor Ethics](#)  
                              [Robinson Sub Ciorba Vendor Ethics](#)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
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<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	David Brummel

9. C [SM-P-0036-23](#)

Recommendation for the approval of an agreement between the County of DuPage and V3 Construction Group, Ltd., to provide Professional Native Vegetation Management Services, for Stormwater Management, for the period May 1, 2023 through April 30, 2024, for a contract total amount not to exceed \$75,000; per RFP #23-021-SWM.

Director Hunn addressed questions from Member Garcia regarding the three native vegetation management services contracts on the agenda.

**Attachments:**     [V3 Checklist](#)  
                              [V3 Agreement](#)  
                              [V3 Proposal](#)  
                              [V3 pricing for 23-021-SWM](#)  
                              [V3 23-021-SWM RFP EVALUATION SCORECARD](#)  
                              [TABULATION](#)  
                              [V3 Vendor Ethics](#)

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

9. D [SM-P-0037-23](#)

Recommendation for the approval of an agreement between the County of DuPage and ENCAP, Inc., to provide Professional Native Vegetation Management Services, for Stormwater Management, for the period of May 1, 2023 through April 30, 2024, for a contract total amount not to exceed \$100,000; per RFP #23-021-SWM.

**Attachments:**     [ENCAP Checklist](#)  
                              [ENCAP Agreement](#)  
                              [ENCAP Technical Proposal SOQ - NATIVE VEG MGMT](#)  
                              [23-021-SWM](#)  
                              [ENCAP pricing - NATIVE VEG MGMT 23-021-SWM](#)  
                              [ENCAP 23-021-SWM RFP EVALUATION SCORECARD](#)  
                              [TABULATION](#)  
                              [ENCAP Vendor Ethics](#)

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

9. E [SM-P-0038-23](#)

Recommendation for the approval of an agreement between the County of DuPage and Pizzo & Associates, Ltd., to provide Professional Native Vegetation Management Services, for Stormwater Management, for the period of May 1, 2023 through April 30, 2024, for a contract total amount not to exceed \$50,000; per RFP #23-021-SWM.

**Attachments:**     [Pizzo Checklist](#)  
[Pizzo Agreement](#)  
[Pizzo 23-021-SWM RFP EVALUATION SCORECARD](#)  
[TABULATION](#)  
[Pizzo Pricing for NATIVE VEG 23-021-SWM](#)  
[Pizzo Tech proposal.NATIVE VEG MANAGEMENT](#)  
[23-021-SWM 2023.03.09](#)  
[Pizzo Vendor Ethics](#)

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

9. F [23-1351](#)

Recommendation for the approval to enter into an agreement between the County of DuPage, Illinois and Fairfield IV Homeowners Association for the Riparian Buffer Zone Site Prep and Critical Planting Project, for an amount not to exceed \$1,000.

**Attachments:**     [Fairfield IV Checklist](#)  
[Fairfield IV Agreement](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Sam Tornatore
<b>SECONDER:</b>	Chester Pojack

## 10. INFORMATIONAL

10. A [EN-R-0015-23](#)

Resolution of Support for the Metropolitan Mayors Caucus Greenest Region Compact

**Attachments:**     [Greenest Region Compact](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	David Brummel
<b>SECONDER:</b>	Paul Hinterlong

**11. OLD BUSINESS**

No old business was discussed.

**12. NEW BUSINESS**

No new business was discussed.

**13. ADJOURNMENT**

A motion was made by Member Hinterlong and seconded by Member Garcia to adjourn at 7:43am.





## Payment of Claims

421 N. COUNTY FARM  
ROAD  
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**File #: 23-1616**

**Agenda Date: 5/2/2023**

**Agenda #: 6.A**

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**DUPAGE COUNTY STORMWATER MANAGEMENT**  
**SCHEDULE OF CLAIMS**  
**Apr-22**

Vendor	Service	Amount
A Block	Truck tipping	\$60.00
AEP	Utility supply at EQ	\$77.90
Alta Equipment	Mower parts	\$340.94
AT & T	Armstrong Park Phone services	\$77.29
AT & T	Wooddale Itasca Phone services	\$91.56
AutoZone	hood lift support	\$29.98
Batteries Unlimited	Battery replacement	\$110.00
ComEd	NS School St. Electric services	\$861.58
ComEd	SS Hagar 1W Electric services	\$37.33
ComEd	NS CNWR 1E W Elmhurst Electric Services	\$456.63
ComEd	150 N. IL Rt.83 Electric services	\$288.76
ComEd	ES River Rd. 3N Rt 34 Electric services	\$405.69
Conservation Foundation	Water Quality Education	\$5,355.00
Great Lakes	Riser	\$191.18
JX Truck	filters	\$153.12
Kipps	Oil	\$49.40
Kipps	Tune up kit	\$24.70
Menards	Post	\$173.94
Menards	Various supplies	\$63.25
Nicor Gas	800 N. River Rd. Natural gas services	\$175.94
ODP	paper	\$21.08
Robinson Eng.	On-call Engineering	\$1,234.50
Trademark Products	Notary stamp - Lock	\$19.75
Trotter & Associates	Drainage & Flood control svcs	\$17,745.75
Trotter & Associates	Drainage & Flood control svcs	\$11,086.50
V & R Tire	Replace & Balance tire	\$210.49
Alphagraphics	Business cards - Covey, Heatherly	\$32.00
Amazon	CD/DVD drive for Laptop	\$37.98
Nicor Gas	301 W. School Natural gas services	\$60.09
BGR	Lobbyist services	\$2,500.00
CB Burke	Floodplain Assistance	\$1,176.00
CB Burke	Floodplain Assistance	\$17,992.80
Ciorba	Floodplain Assistance	\$7,696.50
First Environmental	Willowbrook spill	\$429.00
ODP	Various supplies	\$65.60
Remes	Vehicle repairs SWM #55	\$4,465.93
AT & T	Phone services	\$50.89
AT & T	River Dumoulin Phone services	\$75.24
AT & T	River Dumoulin Phone services	\$86.30
AT & T	River Dumoulin Phone services	\$94.86
AT & T	Phone services	\$50.01
ComEd	4723 River Dr. Electric services	\$51.05
ComEd	ES Fanchon 1S Electric services	\$650.19
ComEd	SS Irving Park 1W Electric services	\$37.40
ComEd	Pump station 397 Illini Electric services	\$1,586.06
ComEd	4525 Dumoulin Electric services	\$81.96

ComEd	4013 Washington DG Electrical services	\$40.60
ComEd	4720 Dumoulin Electric services	\$85.97
DuPage County B & Z	MISC-GRADE-22-003998 grading permit	\$99.00
Grainger	file holder	\$28.92
Grainger	Absorb boom	\$464.16
JX Truck	Pump w/grommet SWM40	\$100.38
Menards	Various supplies	\$91.64
Sentry Safety Supply	Mesh safety vest	\$95.36
USPS	Postage- February 2023	\$2.70
AT & T	Wooddale Itasca Phone services	\$91.56
City of Wood Dale	Water/sewer 301 School	\$40.12
ComEd	NS CNWR 1E W Elmhurst Electric Services	\$1,238.03
ComEd	NS School St. Electric services	\$1,339.62
ComEd	150 N. IL Rt.83 Electric services	\$254.76
FirstNet/ATT	Cellular services	\$1,914.76
FirstNet/ATT	Cellular services	\$1,943.38
Sheffield	Harnesses	\$1,050.46
Dahme Mechanical	Armstrong Park Gate repair work	\$7,478.00
ECT	Professional services	\$5,805.00
ODP	clips	\$8.27
Comcast	Secondary internet service at EQ	\$5,236.26
AT & T	River Dumoulin Phone services	\$52.90
AT & T	Long distance phone services	\$44.79
AEP	Utility supply at EQ	\$77.64
Signal 88	Security services	\$930.00
Hoosier	Crane inspections	\$640.50
Great Lakes	Gasket/Coupling	\$1,184.46
ComEd	NS CNWR 1E W Elmhurst Electric Services	\$6,245.36
SCARCE	Water Quality Education	\$7,569.74
V3 Companies	Lacey Creek Watershed	\$1,353.10
College of DuPage	Engaging Employees class - Covey	\$449.00
Grainger	Various supplies	\$384.50
Conservation Foundation	Water Quality Education	\$4,011.00



## Staff Report

421 N. COUNTY FARM  
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**File #:** 23-1627

**Agenda Date:** 5/2/2023

**Agenda #:** 7.A

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**DUPAGE  
COUNTY**

Watershed  
Management

Water  
Quality

Floodplain  
Mapping

Regulatory  
Services

Flood Operations  
& Maintenance

Shared  
Services



# STORMWATER MANAGEMENT

## MEMORANDUM

TO: Stormwater Management Planning Committee

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

SUBJECT: Stormwater Program Update May 2023

DATE: May 2, 2023

### ***Watershed Planning***

Lacey Creek: The supplemental surveying list has been initiated based on discussions with County staff and our consultant as well as as-built roadway information that has been provided. The County's on-call surveying consultant will begin the survey work during the month of May.

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

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

With the recent Spring rain, the department's drainage division responded to 49 reports from concerned residents requesting assistance due to stream blockages, backyard flooding, structure and roadway flooding, and infrastructure failures. Staff has addressed several of these localized drainage concerns and continues to design and permit projects in-house, most of which will be constructed by the Department's in house crew in the upcoming months.

Construction on a project in Unincorporated Wheaton (Woodland Oaks) has begun and is anticipated to be completed by early summer at the latest. Staff is working with the on-call contractor on additional projects that are also expected to begin this year.

**Facilities/Operations:** The Armstrong Park Reservoir, Spring Creek Reservoir and several smaller County owned facilities operated during the severe rainfall that occurred on Friday evening 3/31/23. Several streams in the northern and central portions of the County rose to minor flood elevations due to approximately 2.0 inches of rain that fell over these areas. The Armstrong Park Reservoir also operated on Wednesday 4/5/23 following another rainfall that produced approximately 1.0 inch of rain over saturated ground conditions.

### ***Water Quality***

Since 2008, DuPage County has been inspecting outfalls for illicit discharges on behalf of municipalities and townships for compliance with the IEPA ILR40 Permit. Staff will soon begin screening for the 2023 season, which will be focused on the East Branch DuPage River Watershed. Inspections consist of a visual screening of storm sewer outfalls followed by chemical field testing as necessary. Staff cooperates with municipalities on tracing and enforcement.

### ***Regulatory***

Staff have been continuing to process Stormwater Certification applications on pace with increased development. Additionally, the Permitting Drainage Division has been working with Building and Zoning to inspect and issue permanent occupancy of structures.

### ***ARPA Update***

Municipal & Township Match Funding: Staff will continue to review and process reimbursement requests from municipalities as they are received. The first township ARPA request was received and processed for Milton Township. It is expected that the reimbursement requests will pick up significantly with spring/summer construction season.

### County Stormwater ARPA Projects:

Stormwater staff continues to work with engineering consultants to provide design engineering services on the Lufkin Pond Basin (Villa Park) and the Main Street Storage Basin (Lisle). Staff have been working with our consultant to finalize plans for the Lufkin Pond Project. Public Works staff from Villa Park recently completed the on-site tree removals for the project, and staff is working on a draft IGA with Villa Park for the details of the project. Permit submittals for the project have recently been submitted and construction on the Lufkin Pond project is expected to begin in late summer 2023. The team for the Main Street Storage Basin is continuing to work on the design, and staff has recently received and reviewed 75% construction drawings and cost estimate. DuPage County staff, our consultant, and staff from Lisle recently met at the project site to discuss details of the project. Construction on the Main Street Storage Basin is expected to begin in late fall 2023.

The Smith and Cambridge Drainage Improvement Project in unincorporated West Chicago is underway. Martam Construction continues to make progress on the second ARPA project under the department's supervision; approximately 50% of the storm sewer for the project has been installed. Another ARPA project, Country Club Highlands Phase II, is still under regulatory review, with approval expected soon. Staff is working with the design consultant to complete specifications for the project, which will be put out to bid for award in Summer 2023. When constructed, this project will provide additional flood protection to unincorporated Elmhurst, connecting to existing infrastructure under existing roads that ultimately discharges into Addison Creek.

The Department's On-Call Construction contract has been awarded to Earthwerks Land Improvement and Development Corporation Inc. This bid will utilize ARPA funds to complete smaller-scale Stormwater-initiated projects such as streambank stabilization and local drainage projects to address water quality and localized/urban flooding countywide. The first project associated with this contract is a streambank stabilization project along Winfield Creek. Earthwerks mobilized in mid-March and staff will be managing the project in-house until it is completed.

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

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

Date	Time	Event	Location	Host Organization	SWM Involvement	Attendees	Register/Info
5/6/2023	9am-1pm	SCARCE Growin' Green Market	SCARCE (800 S Rohlwing Rd, Addison)	SCARCE	Vendor	General Public	<a href="#">Info</a>
5/11/2023	noon-1pm	"DuPage County Stormwater ARPA Projects" Webinar	Virtual	SWM	Host/Presenter	General Public, Professionals	
5/20/2023	9am-noon	DuPage County River Sweep	Countywide	TCF	Sponsor	General Public	<a href="#">Info</a>
5/20/2023	10am	Sugar Creek Golf Course WQIP Project -Ribbon Cutting Ceremony	Sugar Creek Golf Course	Sugar Creek Golf Course	Sponsor	Elected Officials, Staff	



## Staff Report

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

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**File #:** 23-1632

**Agenda Date:** 5/2/2023

**Agenda #:** 7.B

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## DuPage County Stormwater Management News & Updates

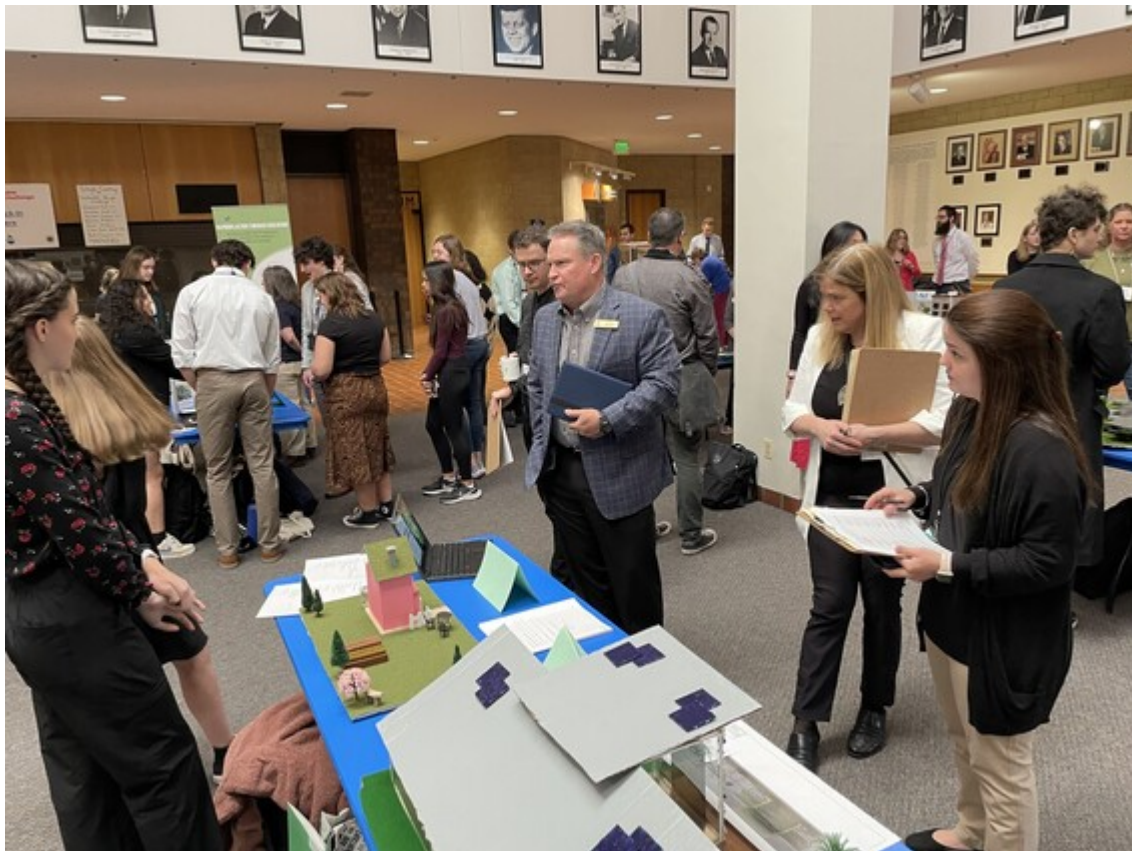
DuPage County, Illinois sent this bulletin at 04/21/2023 10:45 AM CDT

April 2023

[View this email in your browser](#)



### DuPage County, SCARCE Host Sustainable Design Challenge



*Students from York Community High School present their model to a panel of judges at the Sustainable Design Challenge.*

Students from DuPage County high schools displayed their green building projects to the public at the 17th annual Sustainable Design Challenge on April 18. Sponsored by DuPage

County Stormwater Management (SWM), SCARCE coordinates the event, which encourages students to construct building and landscape models using environmental and water-friendly design practices. Participating high schools included York Community (Elmhurst), Benet Academy and Chesterton Academy (Lisle), Glenbard East (Lombard), Wheaton Academy (West Chicago), Lake Park (Roselle), Hinsdale South (Darien) and Hinsdale Central (Hinsdale).

[More Info](#)

## **SWM Staff to Begin Annual Outfall Monitoring Next Month**

SWM staff will soon begin the annual process of inspecting storm sewer outfalls as required by the IEPA. Staff, with the help of summer interns, will be checking for illegal dumping of substances that shouldn't be running into our waterways. They will inspect every outfall in the East Branch DuPage River Watershed, covering almost a quarter of the County. If you ever see illegal dumping into a sewer or waterway, you can let SWM know using the County Citizen Reporter. Simple, easy to use, and very effective at helping to keep DuPage waterways clean for everyone!

[Link to Citizen Reporter](#)

## **SWM Maintenance Crew Deployed to Hinsdale under Shared Services Program**



*SWM Maintenance Crew members clean a flood gate in Hinsdale to ensure operation during an emergency event.*

Through the Department's Shared Services program, the Stormwater Maintenance Crew worked in Hinsdale last

### **Around Town**

Stormwater Staff last week paid a visit to Brook Forest Elementary School in Oakbrook to teach classes about the impacts of flooding and stormwater runoff. The students had been learning about erosion and rivers in science class, so staff brought special models that allowed the kids to explore these concepts in real time. This was also the first time staff got to test out their river table, a model recently loaned to SWM from IAFSM in Carbondale, IL. These tables are specially made by Emriver to create incredibly accurate simulations of river systems over time. While a bunch of children pushing sand around makes for unrealistic conditions, the kids got to see up close the difficulty of controlling water during flood events. Staff are very excited to share this powerful model with other groups at future events!

week, cleaning 13 flood control gates dispersed throughout the community. This particular neighborhood experiences regular flooding during rain events, so well-maintained floodgates are crucial for their safety.

The Shared Services program allows municipalities and other agencies in DuPage to hire SWM staff for stormwater and water quality-related services. This saves the town and the County money on equipment and personnel costs, and allows County resources to be used to their maximum potential.



*Civil Engineer Samantha Heatherly and students use a river table to learn about erosion.*

## Upcoming Events

### Naperville Earth Day Fair

*Sunday, April 23, 2023, 1:00 P.M. - 4:00 P.M.*

Sponsored by Naperville Park District and the City of Naperville, this free, family-friendly event will include children's activities, eco-friendly vendors, and free native seeds and saplings. Attendees will also learn about the benefits of native plantings, discover energy-saving items, view demonstrations, and attend presentations by experts, including SWM. It will be held at Fort Hill Activity Center (20 Fort Hill Drive, Naperville).

[More Info](#)

### Warrenville Arbor Day Event

*Sunday, April 29, 2023, 10:00 A.M. - 12:00 P.M.*

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

[More Info](#)

### SCARCE Growin' Green Market

*Saturday, May 6, 2023, 9:00 A.M. - 1:00 P.M.*

Join SCARCE at their annual Growin' Green Garden Market. Since 2014, the garden market has been the premier eco-friendly garden fair in DuPage County, featuring several environmentally conscious vendors and activities, including SWM staff discussing water quality-friendly practices and initiatives. Free to the public, it will be held outdoors at 800 South Rohlwing Road (IL Route 53) in Addison.

[More Info](#)

## DuPage County River Sweep 2023

*Saturday, May 20, 2023, 9:00 A.M. - 12:00 P.M.*

Sponsored in part by SWM, The Conservation Foundation's 32nd annual DuPage County River Sweep is a countywide stream cleanup held each spring. Individuals, businesses and other organizations may become involved in this year's River Sweep by serving as a Community Liaison, Group Coordinator or Individual Volunteer. Pre-registration is required to participate in the River Sweep

[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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## Stormwater Management Resolution

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

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

**Agenda Date:** 5/2/2023

**Agenda #:** 8.A

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### INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND THE GLEN ELLYN PARK DISTRICT FOR THE CHURCHILL PARK SITE IMPROVEMENTS PROJECT

WHEREAS, the Glen Ellyn Park District (DISTRICT) and the County of DuPage (COUNTY) are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

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

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

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

WHEREAS, the DISTRICT has developed a conceptual design for the construction of site improvements at Churchill Park (herein referred to as the "PROJECT"); and

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

WHEREAS, the DISTRICT has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S Water Quality Improvement Program in an amount not to exceed thirty-four thousand five hundred dollars (\$34,500); and

WHEREAS, the DISTRICT shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses not to exceed thirty-four thousand five hundred dollars (\$34,500) per this AGREEMENT; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the DISTRICT is hereby accepted and approved in an amount not to exceed thirty-four thousand five hundred dollars (\$34,500); and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Glen Ellyn Park District, 185 Sprin Ave, Glen Ellyn, Illinois 60137; and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 9<sup>th</sup> day of May, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

### SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-1545	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$34,500.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 05/02/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$34,500.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Glen Ellyn Park District	VENDOR #: 14012	DEPT: Stormwater Management	DEPT CONTACT NAME: Mary Beth Falsey
VENDOR CONTACT: Nathan Troia	VENDOR CONTACT PHONE: (630) 942-7265	DEPT CONTACT PHONE #: 630-407-6680	DEPT CONTACT EMAIL: marybeth.falsey@dupageco.org
VENDOR CONTACT EMAIL: ntroia@gepark.org	VENDOR WEBSITE: <a href="https://gepark.org/">https://gepark.org/</a>	DEPT REQ #: 1600-2312	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The project involves various site improvements to benefit water quality at Churchill Park in Glen Ellyn. The project includes pond improvements, invasive vegetation removal, planting of native vegetation, and flood plain shelf enhancements.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Since 2000, Stormwater Management's Water Quality Improvement Program has budgeted funds to provide financial assistance for projects that provide a regional water quality benefit to DuPage County streams. The Churchill Park Site Improvements Project has been selected for funding for the FY 2023 Water Quality Improvement Program grant.			

### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. IGA (INTERGOVERNMENTAL AGREEMENT)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

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

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Glen Ellyn Park District	Vendor#: 14012	Dept: Stormwater Management	Division:
Attn: Nathan Troia	Email: ntroia@gepark.org	Attn: Mary Beth Falsey	Email: marybeth.falsey@dupageco.org
Address: 185 Spring Ave	City: Glen Ellyn	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60137	State: IL	Zip: 60187
Phone: (630) 942-7265	Fax:	Phone: 630-407-6680	Fax: 630-407-6701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Glen Ellyn Park District	Vendor#: 14012	Dept: Stormwater Management	Division:
Attn: Nathan Troia	Email: ntroia@gepark.org	Attn: Mary Beth Falsey	Email: marybeth.falsey@dupageco.org
Address: 185 Spring Ave	City: Glen Ellyn	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60137	State: IL	Zip: 60187
Phone: (630) 942-7265	Fax:	Phone: 630-407-6680	Fax: 630-407-6701
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 9, 2023	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Alicia Favela Perez			



Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Churchill Park Site Improvements Project	FY23	1600	3000	53830		17,250.00	17,250.00
2	1	EA			FY24	1600	3000	53830		17,250.00	17,250.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 34,500.00

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

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

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE,  
ILLINOIS AND THE GLEN ELLYN PARK DISTRICT FOR THE CHURCHILL PARK SITE  
IMPROVEMENTS PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 9<sup>th</sup> day of May 2023 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and GLEN ELLYN PARK DISTRICT, a body politic and corporate, with offices at 185 Spring Avenue, Glen Ellyn, Illinois 60137 (hereinafter referred to as the DISTRICT).

R E C I T A L S

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

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

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

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

WHEREAS, the DISTRICT has developed a conceptual design for the construction of site improvements at Churchill Park (herein referred to as the “PROJECT”); and

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

WHEREAS, the DISTRICT has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY’S Water Quality Improvement Program in an amount not to exceed thirty-four thousand five hundred dollars (\$34,500); and

WHEREAS, the DISTRICT shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses not to exceed thirty-four thousand five hundred dollars (\$34,500) per this AGREEMENT; and

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

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

## **1.0 INCORPORATION AND CONSTRUCTION.**

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

## **2.0 PROJECT DESCRIPTION.**

- 2.1 The PROJECT involves various site improvements to benefit water quality at Churchill Park in Glen Ellyn. The project includes pond improvements, invasive vegetation removal, planting of native vegetation, and flood plain shelf enhancements. The goal of the DISTRICT is to reduce pollutant loadings associated with urban runoff into Winfield Creek and the West Branch DuPage River watershed.
- 2.2 The PROJECT shall be developed essentially in accord with the conceptual design (Churchill Park- Site Improvements 2023), as prepared by the Glen Ellyn Park District submitted January 6, 2023, which document is incorporated herein by reference but is not attached hereto due to space limitations.

## **3.0 FUNDING.**

- 3.1 The total water quality related PROJECT costs are estimated to be one hundred seventy-two thousand five hundred dollars (\$172,500). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

GLEN ELLYN PARK DISTRICT	\$138,000
<u>COUNTY OF DUPAGE</u>	<u>\$ 34,500</u>

TOTAL \$172,500

- 3.2 The DISTRICT shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the DISTRICT and COUNTY agree to apportion such extra costs in writing before they are incurred.
- 3.3 This AGREEMENT shall in no way obligate the DISTRICT to undertake this PROJECT if the DISTRICT in its sole discretion determines that it is no longer in the DISTRICT'S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by November 30, 2024, the DISTRICT shall promptly reimburse the COUNTY any monies paid by the COUNTY to the DISTRICT pursuant to this AGREEMENT. The DISTRICT'S right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the DISTRICT'S timely and satisfactory completion of the PROJECT.
- 3.4 The DISTRICT may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the DISTRICT in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT (construction management, etc.), construction (labor and materials), bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the DISTRICT'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

#### **4.0 DISTRICT'S RESPONSIBILITIES.**

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

- 4.5 The DISTRICT shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.6 The DISTRICT shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The DISTRICT may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The DISTRICT shall submit no more than one invoice per month to the COUNTY during the construction of the PROJECT. Under no circumstances should the COUNTY be invoiced more than thirty-four thousand five hundred dollars (\$34,500). The invoice shall show the quantities and cost per item and be summarized by PROJECT area.
- 4.9 The DISTRICT shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the DISTRICT in the amounts herein agreed upon, nor shall this provision affect the DISTRICT'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The DISTRICT shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The DISTRICT and DISTRICT'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The DISTRICT shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the DISTRICT shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the DISTRICT beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S Water Quality Improvement Program.
- 4.12 The DISTRICT must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage and other promotion of the

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

## **5.0 COUNTY'S RESPONSIBILITIES.**

- 5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the DISTRICT'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Water Quality Improvement Program. The COUNTY shall promptly provide the DISTRICT with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
  - 5.2.1 The COUNTY shall reimburse the DISTRICT for approved costs associated with the PROJECT which have been incurred and paid for by the DISTRICT, as specified in Paragraph 3.1.
  - 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed thirty-four thousand five hundred dollars (\$34,500).
  - 5.2.3 In the event PROJECT costs total less than one hundred seventy-two thousand five hundred dollars (\$172,500), the COUNTY'S total reimbursement amount shall not be more than twenty five percent (25%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the DISTRICT.
  - 5.2.4 The COUNTY shall not be obligated to pay invoices received after November 30, 2024, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
- 5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT. The COUNTY shall provide the DISTRICT reasonable advance notice of when the COUNTY requires such access.

## **6.0 GOVERNMENT REGULATIONS.**

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

## **7.0 INDEMNIFICATION.**

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

## **8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.**

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

## **9.0 TERM OF THIS AGREEMENT.**

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
  - 9.1.1 November 30, 2024, or to a new date agreed upon by the parties.
  - 9.1.2 The completion by the DISTRICT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2024.

## **10.0 ENTIRE AGREEMENT.**

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

## **11.0 SEVERABILITY.**



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

## **12.0 GOVERNING LAW.**

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

## **13.0 NOTICES.**

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

Nathan Troia, PLA  
Superintendent of Planning and  
Natural Resources  
Glen Ellyn Park District  
185 Spring Ave.  
Glen Ellyn, Illinois, 60137

Mary Beth Falsey  
Water Quality Supervisor  
DuPage County Stormwater Management  
421 N. County Farm Road  
Wheaton, Illinois 60187

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

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

## **15.0 NO WAIVER OF TORT IMMUNITIES**

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

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

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

COUNTY OF DUPAGE

GLEN ELLYN PARK DISTRICT

\_\_\_\_\_  
Deborah A. Conroy,  
Chair

\_\_\_\_\_  
Alex Durham  
President

ATTEST:

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek,  
County Clerk

\_\_\_\_\_



## Stormwater Management Resolution

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

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

**Agenda Date:** 5/2/2023

**Agenda #:** 8.B

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### INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND THE VILLAGE OF WESTMONT FOR THE ALLEY RECONSTRUCTION PROJECT - SECTION H

WHEREAS, the Village of Westmont (VILLAGE) and the County of DuPage (COUNTY) are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

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

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

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

WHEREAS, the VILLAGE has developed a conceptual design for the construction of a permeable paver alley in Westmont (herein referred to as the "PROJECT"); and

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

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S Water Quality Improvement Program in an amount not to exceed sixty-six thousand one hundred twenty-nine dollars (\$66,129); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses per this AGREEMENT; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the VILLAGE is hereby accepted and approved in an amount not to exceed sixty-six thousand one hundred twenty-nine dollars (\$66,129); and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Village of Westmont, 155 E Burlington, Westmont, Illinois 60523; and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 9<sup>th</sup> day of May, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-1547	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$66,129.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 05/02/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$66,129.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Village of Westmont	VENDOR #:	DEPT: Stormwater Management	DEPT CONTACT NAME: Mary Beth Falsey
VENDOR CONTACT: Amy Ries	VENDOR CONTACT PHONE: (630) 981-6289	DEPT CONTACT PHONE #: 630-407-6680	DEPT CONTACT EMAIL: marybeth.falsey@dupageco.org
VENDOR CONTACT EMAIL: aries@westmont.il.gov	VENDOR WEBSITE: <a href="https://westmont.illinois.gov">https://westmont.illinois.gov</a>	DEPT REQ #: 1600-2315	
<b>Overview</b>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The project involves the conversion of a gravel alley between Richmond Street and Dallas Street within the downtown district of Westmont to a permeable paver alley. The improvements include excavating existing gravel and subbase, installation of an underdrain system, and placement of permeable paver pavement.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Since 2000, Stormwater Management's Water Quality Improvement Program has budgeted funds to provide financial assistance for projects that provide a regional water quality benefit to DuPage County streams. The Alley Reconstruction Project- Section H has been selected for funding for the FY 2023 Water Quality Improvement Program grant.			

### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. IGA (INTERGOVERNMENTAL AGREEMENT)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
<b>JUSTIFICATION</b> Select an item from the following dropdown menu to justify why this is a sole source procurement.	
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Village of Westmont	Vendor#:	Dept: Stormwater Management	Division:
Attn: Amy Ries	Email: aries@westmont.il.gov	Attn: Mary Beth Falsey	Email: marybeth.falsey@dupageco.org
Address: 155 E Burlington	City: Westmont	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60523	State: IL	Zip: 60187
Phone: (630) 981-6289	Fax:	Phone: 630-407-6680	Fax: 630-407-6701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Village of Westmont	Vendor#:	Dept: Stormwater Management	Division:
Attn: Amy Ries	Email: aries@westmont.il.gov	Attn: Mary Beth Falsey	Email: marybeth.falsey@dupageco.org
Address: 155 E Burlington	City: Westmont	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60523	State: IL	Zip: 60187
Phone: (630) 981-6289	Fax:	Phone: 630-407-6680	Fax: 630-407-6701
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 9, 2023	Contract End Date (PO25): Jun 30, 2024
Contract Administrator (PO25): Alicia Favela Perez			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Village of Westmont Alley Reconstruction- Section H	FY23	1600	3000	53830		66,129.00	66,129.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 66,129.00

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

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

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE,  
ILLINOIS AND THE VILLAGE OF WESTMONT FOR THE ALLEY RECONSTRUCTION  
PROJECT – SECTION H

This INTERGOVERNMENTAL AGREEMENT is made this 9<sup>th</sup> day of May 2023 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and VILLAGE OF WESTMONT, a body politic and corporate, with offices at 155 East Burlington Avenue, Westmont, Illinois 60523 (hereinafter referred to as the VILLAGE).

R E C I T A L S

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

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

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

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

WHEREAS, the VILLAGE has developed a conceptual design for the construction of a permeable paver alley in Westmont (herein referred to as the “PROJECT”); and

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

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY’S Water Quality Improvement Program in an amount not to exceed sixty-six thousand one hundred twenty-nine dollars (\$66,129); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses per this AGREEMENT; and



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

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

## **1.0 INCORPORATION AND CONSTRUCTION.**

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

## **2.0 PROJECT DESCRIPTION.**

- 2.1 The PROJECT involves the conversion of a gravel alley between Richmond Street and Dallas Street within the downtown district of Westmont to a permeable paver alley. The improvements include excavating existing gravel and subbase, installation of an underdrain system, and placement of permeable paver pavement. The goal of the VILLAGE is to reduce pollutant loadings associated with urban runoff into the St. Joseph Creek and the East Branch DuPage River watershed.
- 2.2 The PROJECT shall be developed essentially in accord with the conceptual design (Alley Reconstruction Project- Section H), as prepared by the Thomas Engineering Group and dated October 10, 2022, which document is incorporated herein by reference but is not attached hereto due to space limitations.

## **3.0 FUNDING.**

- 3.1 The total water quality related PROJECT costs are estimated to be six hundred sixty-one thousand two hundred ninety-four dollars (\$661,294). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF WESTMONT

\$595,165

COUNTY OF DUPAGE	\$ 66,129
TOTAL	\$661,294

- 3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the VILLAGE and COUNTY agree to apportion such extra costs before they are incurred.
  
- 3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE’S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by June 30, 2024, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE’S right to retain the COUNTY’S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE’S timely and satisfactory completion of the PROJECT.
  
- 3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT (construction management, etc.), construction (labor and materials), bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE’S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

**4.0 VILLAGE’S RESPONSIBILITIES.**

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

review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.

- 4.5 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction of the PROJECT. Under no circumstances should the COUNTY be invoiced more than sixty-six thousand one hundred twenty-nine dollars (\$66,129). The invoice shall show the quantities and cost per item and be summarized by PROJECT area.
- 4.9 The VILLAGE shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE in the amounts herein agreed upon, nor shall this provision affect the VILLAGE'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The VILLAGE and VILLAGE'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S Water Quality Improvement Program.
- 4.12 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage and other promotion of the

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

## **5.0 COUNTY'S RESPONSIBILITIES.**

- 5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Water Quality Improvement Program. The COUNTY shall promptly provide the VILLAGE with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
  - 5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.
  - 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed sixty-six thousand one hundred twenty-nine dollars (\$66,129).
  - 5.2.3 In the event PROJECT costs total less than six hundred sixty-one thousand two hundred ninety-four dollars (\$661,294), the COUNTY'S total reimbursement amount shall not be more than twenty five percent (25%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.
  - 5.2.4 The COUNTY shall not be obligated to pay invoices received after June 30, 2024, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
- 5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT. The COUNTY shall provide the VILLAGE reasonable advance notice of when the COUNTY requires such access.

## **6.0 GOVERNMENT REGULATIONS.**

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

## **7.0 INDEMNIFICATION.**

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

## **8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.**

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

## **9.0 TERM OF THIS AGREEMENT.**

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
  - 9.1.1 June 30, 2024, or to a new date agreed upon by the parties.
  - 9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before June 30, 2024.

## **10.0 ENTIRE AGREEMENT.**

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

## **11.0 SEVERABILITY.**

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

## **12.0 GOVERNING LAW.**

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

## **13.0 NOTICES.**

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

Amy Ries  
Public Works Director  
Village of Westmont  
155 E Burlington  
Westmont, Illinois, 60523

Mary Beth Falsey  
Water Quality Supervisor  
DuPage County Stormwater Management  
421 N. County Farm Road  
Wheaton, Illinois 60187

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

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

## **15.0 NO WAIVER OF TORT IMMUNITIES**

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

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

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

COUNTY OF DUPAGE

VILLAGE OF WESTMONT

---

Deborah A. Conroy,  
Chair

---

Ron Gunter  
Mayor

ATTEST:

ATTEST:

---

Jean Kaczmarek,  
County Clerk

---

Virginia Szynski  
Village Clerk





## Stormwater Management Resolution

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

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**File #:** SM-R-0064-23

**Agenda Date:** 5/2/2023

**Agenda #:** 8.C

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### INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND THE VILLAGE WILLOWBROOK FOR THE BORSE MEMORIAL PARKING LOT IMPROVEMENTS PROJECT

WHEREAS, the Village of Willowbrook (VILLAGE) and the County of DuPage (COUNTY) are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

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

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

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

WHEREAS, the VILLAGE has developed a conceptual design for the construction of a permeable paver parking lot at Borse Memorial Community Park in Willowbrook (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality in Sawmill Creek, a tributary to the Des Plaines River; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S Water Quality Improvement Program in an amount not to exceed ninety-nine thousand dollars (\$99,000); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses not to exceed ninety-nine thousand dollars (\$99,000) per this AGREEMENT; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the VILLAGE is hereby accepted and approved in an amount not to exceed ninety-nine thousand dollars (\$99,000); and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Village of Willowbrook, 835 Midway Drive, Willowbrook, Illinois 60527; and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 9<sup>th</sup> day of May, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

### SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-1548	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$99,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 05/02/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$99,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Village of Willowbrook	VENDOR #:	DEPT: Stormwater Management	DEPT CONTACT NAME: Mary Beth Falsey
VENDOR CONTACT: Sean Halloran	VENDOR CONTACT PHONE: (630) 323-8125	DEPT CONTACT PHONE #: 630-407-6680	DEPT CONTACT EMAIL: marybeth.falsey@dupageco.org
VENDOR CONTACT EMAIL: shalloran@willowbrook.il.us	VENDOR WEBSITE: <a href="https://www.willowbrookil.org">https://www.willowbrookil.org</a>	DEPT REQ #: 1600-2313	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The project involves the conversion of an existing asphalt parking lot to permeable pavers. The improvements include removal of the existing asphalt, placement of subgrade and permeable pavers, and the installation of educational signage.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Since 2000, Stormwater Management's Water Quality Improvement Program has budgeted funds to provide financial assistance for projects that provide a regional water quality benefit to DuPage County streams. The Borse Memorial Parking Lot Improvements Project has been selected for funding for the FY 2023 Water Quality Improvement Program grant.			

### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. IGA (INTERGOVERNMENTAL AGREEMENT)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

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

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Village of Willowbrook	Vendor#:	Dept: Stormwater Management	Division:
Attn: Sean Halloran	Email: shalloran@willowbrook.il.us	Attn: Mary Beth Falsey	Email: marybeth.falsey@dupageco.org
Address: 835 Midway Drive	City: Willowbrook	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60527	State: IL	Zip: 60187
Phone: (630) 323-8125	Fax:	Phone: 630-407-6680	Fax: 630-407-6701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Village of Willowbrook	Vendor#:	Dept: Stormwater Management	Division:
Attn: Sean Halloran	Email: shalloran@willowbrook.il.us	Attn: Mary Beth Falsey	Email: marybeth.falsey@dupageco.org
Address: 835 Midway Drive	City: Willowbrook	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60527	State: IL	Zip: 60187
Phone: (630) 323-8125	Fax:	Phone: 630-407-6680	Fax: 630-407-6701
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 9, 2023	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Alicia Favela Perez			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Village of Willowbrook- Borse Memorial Parking Lot Improvements	FY24	1600	3000	53830		99,000.00	99,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 99,000.00

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

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

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE,  
ILLINOIS AND THE VILLAGE WILLOWBROOK FOR THE BORSE MEMORIAL  
PARKING LOT IMPROVEMENTS PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 9<sup>th</sup> day of May 2023 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and VILLAGE OF WILLOWBROOK, a body politic and corporate, with offices at 835 Midway Drive, Willowbrook, Illinois 60527 (hereinafter referred to as the VILLAGE).

R E C I T A L S

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

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

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

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

WHEREAS, the VILLAGE has developed a conceptual design for the construction of a permeable paver parking lot at Borse Memorial Community Park in Willowbrook (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality in Sawmill Creek, a tributary to the Des Plaines River; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY’S Water Quality Improvement Program in an amount not to exceed ninety-nine thousand dollars (\$99,000); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses not to exceed ninety-nine thousand dollars (\$99,000) per this AGREEMENT; and

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

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

## **1.0 INCORPORATION AND CONSTRUCTION.**

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

## **2.0 PROJECT DESCRIPTION.**

- 2.1 The PROJECT involves the conversion of an existing asphalt parking lot to permeable pavers. The improvements include removal of the existing asphalt, placement of subgrade and permeable pavers, and the installation of educational signage. The goal of the VILLAGE is to reduce pollutant loadings associated with urban runoff into the Sawmill Creek and the Des Plaines River watershed.
- 2.2 The PROJECT shall be developed essentially in accord with the application packet (Borse Memorial Parking Lot Improvements), as prepared by the Village of Willowbrook and submitted January 2, 2023, which document is incorporated herein by reference but is not attached hereto due to space limitations.

## **3.0 FUNDING.**

- 3.1 The total water quality related PROJECT costs are estimated to be nine hundred ninety thousand dollars (\$990,000). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF WILLOWBROOK	\$891,000
COUNTY OF DUPAGE	\$99,000
<hr/> TOTAL	<hr/> \$990,000

- 3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the

VILLAGE and COUNTY agree to apportion such extra costs in writing before they are incurred.

- 3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE'S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by November 30, 2024, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE'S right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE'S timely and satisfactory completion of the PROJECT.
- 3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT (construction management, etc.), construction (labor and materials), bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

#### **4.0 VILLAGE'S RESPONSIBILITIES.**

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



- 4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction of the PROJECT. Under no circumstances should the COUNTY be invoiced more than ninety-nine thousand dollars (\$99,000). The invoice shall show the quantities and cost per item and be summarized by PROJECT area.
- 4.9 The VILLAGE shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE in the amounts herein agreed upon, nor shall this provision affect the VILLAGE'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The VILLAGE and VILLAGE'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S Water Quality Improvement Program.
- 4.12 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

## 5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Water Quality Improvement Program. The COUNTY shall promptly provide the VILLAGE with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
- 5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.
- 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed ninety-nine thousand dollars (\$99,000).
- 5.2.3 In the event PROJECT costs total less than nine hundred ninety thousand dollars (\$990,000), the COUNTY'S total reimbursement amount shall not be more than twenty five percent (25%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.
- 5.2.4 The COUNTY shall not be obligated to pay invoices received after November 30, 2024, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
- 5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT. The COUNTY shall provide the VILLAGE reasonable advance notice of when the COUNTY requires such access.

## **6.0 GOVERNMENT REGULATIONS.**

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

## **7.0 INDEMNIFICATION.**

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

## **8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.**

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

## **9.0 TERM OF THIS AGREEMENT.**

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

9.1.1 November 30, 2024, or to a new date agreed upon by the parties.

9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2024.

## **10.0 ENTIRE AGREEMENT.**

10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between the parties.

10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

## **11.0 SEVERABILITY.**

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

## **12.0 GOVERNING LAW.**

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

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

### **13.0 NOTICES.**

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

Sean Halloran  
Village Administrator  
Village of Willowbrook  
835 Midway Drive  
Willowbrook, Illinois 60527

Mary Beth Falsey  
Water Quality Supervisor  
DuPage County Stormwater Management  
421 N. County Farm Road  
Wheaton, Illinois 60187

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

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

### **15.0 NO WAIVER OF TORT IMMUNITIES**

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

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

COUNTY OF DUPAGE

VILLAGE OF WILLOWBROOK

\_\_\_\_\_  
Deborah A. Conroy,  
Chair

\_\_\_\_\_  
Frank A. Trilla  
Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek,  
County Clerk

\_\_\_\_\_  
Deborah A. Hahn  
Village Clerk



## Stormwater Management Resolution

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

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**File #:** SM-R-0065-23

**Agenda Date:** 5/2/2023

**Agenda #:** 8.D

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### INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND THE VILLAGE OF DOWNERS GROVE FOR THE CURTISS AND GLENVIEW WATER QUALITY PROJECT

WHEREAS, the Village of Downers Grove (VILLAGE) and the County of DuPage (COUNTY) are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

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

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

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

WHEREAS, the VILLAGE has developed a conceptual design for the construction of a water quality project at the intersection of Curtiss Street and Glenview Avenue in Downers Grove (herein referred to as the "PROJECT"); and

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

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S Water Quality Improvement Program in an amount not to exceed nineteen thousand two hundred seventy-five dollars (\$19,275); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses not to exceed nineteen thousand two hundred seventy-five dollars (\$19,275) per this AGREEMENT; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the VILLAGE is hereby accepted and approved in an amount not to

exceed nineteen thousand two hundred seventy-five dollars (\$19,275); and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to the Village of Downers Grove, 5101 Walnut Avenue, Downers Grove, Illinois 60515; and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 9<sup>th</sup> day of May, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-1549	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$19,275.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 05/02/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$19,275.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Village of Downers Grove	VENDOR #:	DEPT: Stormwater Management	DEPT CONTACT NAME: Mary Beth Falsey
VENDOR CONTACT: Julie Lomax	VENDOR CONTACT PHONE: (630) 493-8821	DEPT CONTACT PHONE #: 630-407-6680	DEPT CONTACT EMAIL: marybeth.falsey@dupageco.org
VENDOR CONTACT EMAIL: jlomax@downers.us	VENDOR WEBSITE: http://www.downers.us	DEPT REQ #: 1600-2314	
<b>Overview</b>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The project involves the construction of water quality components in association with a storm sewer and pump station project. The improvements include installation of a mechanical separator before the pump station and a bioswale or rain garden at the outfall.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Since 2000, Stormwater Management's Water Quality Improvement Program has budgeted funds to provide financial assistance for projects that provide a regional water quality benefit to DuPage County streams. The Curtiss and Glenview Water Quality Project has been selected for funding for the FY 2023 Water Quality Improvement Program grant.			

### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. IGA (INTERGOVERNMENTAL AGREEMENT)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

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



SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
<b>JUSTIFICATION</b> Select an item from the following dropdown menu to justify why this is a sole source procurement.	
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Village of Downers Grove	Vendor#:	Dept: Stormwater Management	Division:
Attn: Julie Lomax	Email: jlomax@downers.us	Attn: Mary Beth Falsey	Email: marybeth.falsey@dupageco.org
Address: 5101 Walnut Ave	City: Downers Grove	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60515	State: IL	Zip: 60187
Phone: (630) 493-8821	Fax:	Phone: 630-407-6680	Fax: 630-407-6701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Village of Downers Grove	Vendor#:	Dept: Stormwater Management	Division:
Attn: Julie Lomax	Email: jlomax@downers.us	Attn: Mary Beth Falsey	Email: marybeth.falsey@dupageco.org
Address: 5101 Walnut Ave	City: Downers Grove	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60515	State: IL	Zip: 60187
Phone: (630) 493-8821	Fax:	Phone: 630-407-6680	Fax: 630-407-6701
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 9, 2023	Contract End Date (PO25): Jun 30, 2024
Contract Administrator (PO25): Alicia Favela Perez			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Village of Downers Grove Curtiss & Glenview Water Quality Project	FY23	1600	3000	53830		19,275.00	19,275.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 19,275.00

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

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

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE,  
ILLINOIS AND THE VILLAGE OF DOWNERS GROVE FOR THE CURTISS AND  
GLENVIEW WATER QUALITY PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 9<sup>th</sup> day of May 2023 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and VILLAGE OF DOWNERS GROVE, a body politic and corporate, with offices at 5101 Walnut Avenue, Downers Grove, Illinois 60515 (hereinafter referred to as the VILLAGE).

R E C I T A L S

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

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

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

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

WHEREAS, the VILLAGE has developed a conceptual design for the construction of a water quality project at the intersection of Curtiss Street and Glenview Avenue in Downers Grove (herein referred to as the “PROJECT”); and

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

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY’S Water Quality Improvement Program in an amount not to exceed nineteen thousand two hundred seventy-five dollars (\$19,275); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses not to exceed nineteen thousand two hundred seventy-five dollars (\$19,275) per this AGREEMENT; and

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

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

## **1.0 INCORPORATION AND CONSTRUCTION.**

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

## **2.0 PROJECT DESCRIPTION.**

- 2.1 The PROJECT involves the construction of water quality components in association with a storm sewer and pump station project. The improvements include installation of a mechanical separator before the pump station and a bioswale or rain garden at the outfall. The goal of the VILLAGE is to reduce pollutant loadings associated with urban runoff into the St. Joseph Creek and the East Branch DuPage River watershed.
- 2.2 The PROJECT shall be developed essentially in accord with the conceptual design (Downers Grove- Curtiss and Glenview Water Quality Project), as prepared by the Village of Downers Grove and submitted January 6, 2023, which document is incorporated herein by reference but is not attached hereto due to space limitations.

## **3.0 FUNDING.**

- 3.1 The total water quality related PROJECT costs are estimated to be seventy-seven thousand one hundred dollars (\$77,100). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF DOWNERS GROVE	\$57,825
COUNTY OF DUPAGE	\$19,275
TOTAL	\$77,100

- 3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the VILLAGE and COUNTY agree to apportion such extra costs in writing before they are incurred.
- 3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE'S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by June 30, 2024, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE'S right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE'S timely and satisfactory completion of the PROJECT.
- 3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT (construction management, etc.), construction (labor and materials), bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

#### **4.0 VILLAGE'S RESPONSIBILITIES.**

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

- 4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction of the PROJECT. Under no circumstances should the COUNTY be invoiced more than nineteen thousand two hundred seventy-five dollars (\$19,275). The invoice shall show the quantities and cost per item and be summarized by PROJECT area.
- 4.9 The VILLAGE shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE in the amounts herein agreed upon, nor shall this provision affect the VILLAGE'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The VILLAGE and VILLAGE'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S Water Quality Improvement Program.
- 4.12 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

## **5.0 COUNTY'S RESPONSIBILITIES.**

- 5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Water Quality Improvement Program. The COUNTY shall promptly provide the VILLAGE with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
- 5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.
- 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed nineteen thousand two hundred seventy-five dollars (\$19,275).
- 5.2.3 In the event PROJECT costs total less than seventy-seven thousand one hundred dollars (\$77,100), the COUNTY'S total reimbursement amount shall not be more than twenty five percent (25%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.
- 5.2.4 The COUNTY shall not be obligated to pay invoices received after June 30, 2024, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
- 5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT. The COUNTY shall provide the VILLAGE reasonable advance notice of when the COUNTY requires such access.

## **6.0 GOVERNMENT REGULATIONS.**

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

## **7.0 INDEMNIFICATION.**

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

## **8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.**

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

## **9.0 TERM OF THIS AGREEMENT.**



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

9.1.1 June 30, 2024, or to a new date agreed upon by the parties.

9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before June 30, 2024.

#### **10.0 ENTIRE AGREEMENT.**

10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between the parties.

10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

#### **11.0 SEVERABILITY.**

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

#### **12.0 GOVERNING LAW.**

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

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

### **13.0 NOTICES.**

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

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

Mary Beth Falsey  
Water Quality Supervisor  
DuPage County Stormwater Management  
421 N. County Farm Road  
Wheaton, Illinois 60187

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

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

### **15.0 NO WAIVER OF TORT IMMUNITIES**

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

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

COUNTY OF DUPAGE

VILLAGE OF DOWNERS GROVE

\_\_\_\_\_  
Deborah A. Conroy,  
Chair

\_\_\_\_\_  
Bob Barnett  
Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek,  
County Clerk

\_\_\_\_\_  
Rosa Berardi  
Village Clerk



## Stormwater Requisition \$30,000 and Over

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

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**File #:** SM-P-0056-23

**Agenda Date:** 5/2/2023

**Agenda #:** 8.E

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

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, accurate hydrologic modeling is a necessary component of all basin models, engineering studies, project designs, flood forecasting and floodplain mapping functions; and

WHEREAS, the maintenance of the countywide hydrology is required to effectively and efficiently implement certain policies of the Countywide Stormwater Management Plan; and

WHEREAS, maintenance of the countywide hydrology is highly specialized work that is best performed by a professional with historical knowledge of the countywide hydrology utilizing current and updated methodology and staff training; and

WHEREAS, prior work experience with the countywide hydrology will facilitate the necessary methods update and training of staff; and

WHEREAS, the CONSULTANT has extensive experience in hydrologic modeling and employs staff that have provided such service to the COUNTY for several years; and

WHEREAS, the Consultant has experience and expertise in this area and is in the business of providing such professional engineering services and is willing to perform the required services for an amount not to exceed fifty thousand dollars and 0/100 cents (\$50,000.00); and

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

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

Enacted and approved this 9<sup>th</sup> day of May, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-1572	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$50,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: May 2, 2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$50,000.00
	CURRENT TERM TOTAL COST: \$50,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Environmental Consulting & Technology (ECT)	VENDOR #: 32415	DEPT: Stormwater	DEPT CONTACT NAME: Christine Klepp
VENDOR CONTACT: Tom Price	VENDOR CONTACT PHONE: 630-559-2004	DEPT CONTACT PHONE #: 630-407-6708	DEPT CONTACT EMAIL: klepp@dupageco.org
VENDOR CONTACT EMAIL: tprice@ectinc.com	VENDOR WEBSITE: ectinc.com	DEPT REQ #: 1600-2316	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional Services Agreement with ECT for \$50,000.00 to develop automated procedures for DuPage County's hydrologic models used in the Stormwater Department's watershed planning and floodplain mapping programs.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished DuPage County Stormwater Management has been working to automate the hydrologic procedures involved in the development of the County's historical time series of storm events (TSF). Automation of these procedures will allow the County to update its TSF on a more frequent basis and create efficiencies in the Department's watershed planning and floodplain mapping activities. Vendor will work the USGS on the automation procedures. DuPage County staff will receive training on the process.			

### 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

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Stormwater Management selected ECT in accordance with the Professional Services Selection Process found in Section 2-353(1) (b) of the DuPage County Procurement Ordinance. Three firms submitted Statements of Interest. A selection team reviewed each proposal ranking each firm on certain selection criteria.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Approve contract as requested. Consultant was selected using the County's selection process. Consultant is well qualified to perform the services requested. 2. Hire a different consultant. All vetting and selection procedures were followed making this option unnecessary. 3. Do not approve the contract. This option is not recommended since it is an important part of the Department's goals and mission outlined in the DuPage County Stormwater Management Plan.

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: ECT	Vendor#:	Dept: Stromwater	Division:
Attn: Tom Price	Email: tprice@ectinc.com	Attn: Christine Klepp	Email: klepp@dupageco.org
Address: 403 W. St Charles Road	City: Lombard	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60148	State: IL	Zip: 60187
Phone: 630-559-2004	Fax:	Phone: 630-407-6708	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: ECT	Vendor#: 32415	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: 7027 SW24th Ave	City: Gainesville	Address:	City:
State: FL	Zip: 32607	State:	Zip:
Phone: 352-332-0444	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 9, 2023	Contract End Date (PO25): November 30, 2024
Contract Administrator (PO25): Alicia Favela-Perez			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Automated HSPF hydrologic procedures.	FY23	1600	3000	53010		16,500.00	16,500.00
2	1	EA			FY24	1600	3000	53010		33,500.00	33,500.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 50,000.00

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

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

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

This Professional Service Agreement (“AGREEMENT”), is made this 9th day of May, 2023, between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Environmental Consulting & Technology Inc., and its Affiliates licensed to do business in the State of Illinois, with offices at 403 W. St. Charles, Lombard, IL 60148; (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 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, accurate hydrologic modeling is a necessary component of all basin models, engineering studies, project designs, flood forecasting and floodplain mapping functions; and

WHEREAS, the maintenance of the countywide hydrology is required to effectively and efficiently implement certain policies of the Countywide Stormwater Management Plan; and

WHEREAS, maintenance of the countywide hydrology is highly specialized work that is best performed by a professional with historical knowledge of the countywide hydrology utilizing current and updated methodology and staff training; and

WHEREAS, prior work experience with the countywide hydrology will facilitate the necessary methods update and training of staff; and

WHEREAS, the CONSULTANT has extensive experience in hydrologic modeling and employs staff that have provided such service to the COUNTY for several years; and

WHEREAS, the Consultant has experience and expertise in this area and is in the business of providing such professional engineering services and is willing to perform the required services for an amount not to exceed fifty thousand dollars and 0/100 cents (\$50,000.00); and



NOW, THEREFORE, in consideration of the premises, mutual covenants, terms, and conditions herein set forth, 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 hereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and a part hereof.

## **2.0 SCOPE OF SERVICES.**

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, designated as Exhibit "A", attached hereto and hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in Exhibit A for such compensation as is set forth in Paragraph 7.2, below.
- 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 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 this 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 in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY previously authorized under this AGREEMENT.

#### **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 shall not be liable for, 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 in accordance with Paragraph 15.3, below.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of 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 and 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 fifty thousand dollars (\$50,000.00). This amount is a "not to exceed" amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Section 14.0. The CONSULTANT may thereafter charge the COUNTY for direct expenses incurred during such work.

- 7.3 For work performed, the COUNTY shall pay CONSULTANT in accordance with the Schedule of Hourly Rates for CONSULTANT's Staff attached and incorporated hereto as Exhibit "C."
- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit "A". For direct expenses, including supplies, materials, photocopying, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.
- 7.4.a For all direct expenses costing more than \$25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant's vendors indicating the price(s) paid by Consultant for such expensed materials and/or items.
- 7.4.b CONSULTANT shall not include computer and vehicle charges as direct expenses.
- 7.5 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. When requested by the COUNTY as a condition of Federal or State assistance and, or, reimbursement, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced work. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

- 7.6 The County shall pay all invoices pursuant to 50 ILCS 505, the Illinois "Local Government Prompt Payment Act." Within 30 days of receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure CONSULTANT's full performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.
- 7.7 Following the CONSULTANT's satisfactory completion of all work specified in Exhibit "A," and upon receipt, review and acceptance of all deliverables specified in Exhibit "B," the COUNTY shall make its final payment to the CONSULTANT, including payment of any retainage held back pursuant to Paragraph 7.6 above.
- 7.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.
- 7.9 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor website at <http://www.state.il.us/agency/idol/> or calling (312) 793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor website, satisfies the notification of revisions by the COUNTY to the CONSULTANT, pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its vendors of the revised rates of wages.

## 8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
- 8.1.a **Worker's Compensation Insurance** in the statutory amounts.
  - 8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.
  - 8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o Stormwater Management, its' officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.**
  - 8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o Stormwater Management, its' officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.**
  - 8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The

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

- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.
- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e above, 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 (DuPage County Code of Ordinances, Ch. 2, Art. VI), 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:

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

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

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

ATTEST:

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

Environmental Technology & Consulting  
Inc. And Its Affiliates

BY: \_\_\_\_\_  
Thomas Price  
Principal Engineer

ATTEST:

BY: \_\_\_\_\_  
Thor Kolnes  
Contracts Administrator



## Exhibit A

### SCOPE OF SERVICES

#### DuPage County HSPF Methods Update

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

**Task 2 – Assistance in the development and review of a Graphical User Interface (GUI):** The intent of the GUI is to allow users to retrieve, process, review and store input data in a Watershed Data Management (WDM) database; edit and run HSPF model input files; process and review the HSPF model results; and assist in the selection of storm events for inclusion in the time-series file (TSF). ECT will continue its work with USGS to complete the GUI and ensure that each of the steps required in the development and calibration of the HSPF model are included. ECT will ensure that the user is prompted where manual review and/or intervention is required. ECT will verify that each of the automation steps are completed accurately and in conformance with past practice.

**Task 3 – Assistance with in-house staff training of the automation procedures and GUI:** ECT will work with USGS staff to provide training for the automation and GUI interface.

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

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

#### Reimbursable Expenses

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

#### Task Amount (Estimated)

Task 1 – Completion of a hydrologic procedures manual for the TSF automation: \$12,500

Task 2 – Assistance in the development and review of a Graphical User Interface (GUI): \$14,200

Task 3 – Assistance with in-house staff training of the automation procedures and GUI: \$9,700

Task 4 – Bi-Weekly Progress Meetings \$ 5,600

Task 5 – Other Tasks as Needed \$ 8,000

Direct Expenses \$ 0.00

## **EXHIBIT B**

### **DELIVERABLES**

#### **DuPage County HSPF Methods Update**

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

###### *Project Deliverables*

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

##### **Task 2 – Assistance in the development and review of a Graphical User Interface (GUI):**

###### *Project Deliverables*

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

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

###### *Project Deliverables*

- Training support for use of the GUI to complete the HSPF modeling and calibration process.

##### **Task 4 – Attendance at bi-weekly progress meetings:**

###### *Project Deliverables*

- Scheduling, leading meetings. Meeting notes.

##### **Task 6: Other tasks as needed:**

###### *Project Deliverables*

- Response to requests for work

## EXHIBIT C

### SCHEDULE OF HOURLY RATES FOR CONSULTANT'S STAFF

#### Hourly Rates

The following hourly rate ranges are the basis of professional fees and will be charged for all work authorized by the client.

Position Rate

Principal Engineer (E32) \$235.00 / hour

Senior Associate Engineer (E18) \$155.00 / hour

Senior Planner (L26) \$210.00 / hour

Associate Planner (L16) \$140.00 / hour

Senior Project Coordinator (A20), \$110.00 / hour



## Required Vendor Ethics Disclosure Statement

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

Date: Apr 13, 2023

Bid/Contract/PO #:

Company Name: Environmental Consulting & Technology, Inc.	Company Contact: Thomas Price
Contact Phone: 630-240-7653	Contact Email: tprice@ectinc.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature 

Printed Name Thor Kolnes

Title Contracts Administrator

Date Apr 13, 2023

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



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**File #:** SM-P-0057-23

**Agenda Date:** 5/2/2023

**Agenda #:** 8.F

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AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND STRAND ASSOCIATES, INC.  
FOR ON CALL DRAINAGE DESIGN ENGINEERING  
(TOTAL CONTRACT: \$70,000)

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, the COUNTY requires various professional services (surveying, wetland analysis, flood plain modeling, etc.), on an on-call basis, as necessary for its small-scale stormwater management and drainage investigations, and

WHEREAS, the CONSULTANT has experience and expertise providing each of 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 seventy thousand dollars and no cents (\$70,000.00).

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 2-353(1)(a) of the DuPage County Procurement Ordinance; and

WHEREAS, the Stormwater Management Planning Committee of the DuPage County Board has reviewed and recommended approval of the attached AGREEMENT at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Strand Associates, Inc. is hereby accepted and approved in an amount not to exceed seventy thousand dollars and zero cents (\$70,000.00) and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Strand Associates, Inc., 1170 South Houbolt Rd, Joliet, IL, 60431; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 9<sup>th</sup> day of May, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-1584	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$70,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 05/02/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$140,000.00
	CURRENT TERM TOTAL COST: \$70,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: Strand Associates, Inc.	VENDOR #: 19721	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Mike Waldron	VENDOR CONTACT PHONE: 815-744-4200	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupageco.org
VENDOR CONTACT EMAIL: mike.waldron@strand.com	VENDOR WEBSITE: <a href="https://www.strand.com/">https://www.strand.com/</a>	DEPT REQ #: 1600-2317	
<b>Overview</b>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Renewal. Contract for on-call engineering and professional services for inspection, evaluation, design and permitting for drainage projects countywide. This contract will help create shovel ready projects for future funding opportunities. This is the first and final renewal.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Under the Stormwater Management Department, DuPage County is responsible for addressing drainage concerns to assist unincorporated residents with localized flooding. Additional assistance is needed to assist staff with review, analysis, design, and permitting for proposed solutions to solve some of these localized flooding issues.			

### 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

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. This contract was vetted based on the County's Qualified Based Selection (QBS) process, which allows for Professional Services to be vetted through an open and transparent process. Requests for Statements of Qualifications were sent to firms throughout the industry. Statements of Interest were received from 9 firms. Stormwater staff utilized an evaluation team to review and rank firms, taking into consideration the qualifications of the firm, experience of key personnel, and understanding of unique stormwater scope of services. Stormwater staff has determined that Strand Associates, Inc. has the most qualified staff based on the information received to perform necessary services.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Award contract to Strand Associates, Inc., a full service engineering firm, for on-call services to assist with the needs of the Drainage Program. 2) Hire in-house Structural, Geotechnical, and Mechanical Engineers to assist current staff, which may require design and permitting services to be completed by others. 3) Take no action. This is not recommended, as minimal to no progress would be made to address important drainage concerns countywide.



## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Strand Associates, Inc	Vendor#: 19721	Dept: Stormwater Management	Division:
Attn: Mike Waldron	Email: Mike.Waldron@strand.com	Attn: Jamie Lock	Email: Jamie.Lock@dupageco.org
Address: 1170 S. Houbolt Road	City: Joliet	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60431	State: IL	Zip: 60187
Phone: 815-744-4200	Fax:	Phone: 630-407-6705	Fax: 630-407-6702
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Strand Associates, Inc	Vendor#: 19721	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: 910 West Wingra Dr.	City: Madison	Address:	City:
State: WI	Zip: 53715	State:	Zip:
Phone: 608-251-4843	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 9, 2023	Contract End Date (PO25): Apr 30, 2024
Contract Administrator (PO25): Alicia Favela Perez			



Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		On-call engineering and professional services for inspection, evaluation, design and permitting for drainage projects countywide.	FY23	1600	3000	53010		45,000.00	45,000.00
2	1	EA			FY24	1600	3000	53010		25,000.00	25,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 70,000.00

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

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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND STRAND ASSOCIATES, INC.  
FOR ON CALL DRAINAGE DESIGN ENGINEERING

This Professional Service Agreement (“AGREEMENT”), is made this 9<sup>th</sup> day of May, 2023 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Strand Associates, Inc., an Illinois corporation licensed to do business in the State of Illinois, with offices at 1170 South Houbolt Road, Joliet, IL 60431; (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 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, the COUNTY requires various professional services (surveying, wetland analysis, flood plain modeling, etc.), on an on-call basis, as necessary for its small-scale stormwater management and drainage investigations, and

WHEREAS, the CONSULTANT has experience and expertise providing each of 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 seventy thousand dollars and no cents (\$70,000.00).

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 Services specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall provide the services 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 Services. Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Services, 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/sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT's employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law

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

- 2.4 Any 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"), or his/her designee, 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, 7.1, 8.2, 8.3., 15.3 and 21.2.
- 3.3 The CONSULTANT shall not perform additional services 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 the services on items unrelated to the submittal under review by the COUNTY.

### **4.0 TECHNICAL SUBCONSULTANTS AND SUB-CONSULTANTS.**

- 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 sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services included within the Scope of Services. COUNTY approval of sub-consultant(s) includes approval of any new employee rates (Exhibit C) and/or fee schedule as referenced in this AGREEMENT.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT, and the CONSULTANT shall be solely responsible for any and all services performed by said sub-consultant(s) in the same manner and with the same liability as if the sub-consultant's services were performed by the CONSULTANT under this AGREEMENT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any services or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of

Sections 8.0 and 13.0 and Paragraphs 7.9 and 24.4 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in COUNTY-ordered tasks or services. The CONSULTANT shall further require every sub-consultant hired for the performance of any services 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 services 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 services performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in the Scope of Services, 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 April 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 services 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 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.

## **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 thousand dollars and no cents (\$70,000.00). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0. The CONSULTANT may charge the COUNTY for direct expenses incurred during such work.
- 7.3 For services performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT’s staff and/or the fee schedule(s) as incorporated herein. The multiplier includes the CONSULTANT’s cost of overhead, profit and incidental costs. A schedule of the hourly rates for CONSULTANT’s staff, and approved sub-consultant’s technical or professional staff, identified by position or assignment, is attached and incorporated hereto as Exhibit “C.” The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) to not exceed the total compensation as stated herein. The COUNTY retains the authority to limit the maximum rate per classification for any additions to classifications listed on Exhibit C, including Exhibit C for approved sub-consultant(s), when invoices are submitted for the approved services.
- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all services defined in Exhibit "A". For direct expenses, including supplies, materials, photocopying, postage/shipping, computer, 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 sub-consultant(s) indicating the price(s) paid by CONSULTANT for such expensed materials and/or items.
  - 7.4.b CONSULTANT shall not include 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 services

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 services. 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. The County shall otherwise pay CONSULTANT in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.), except as superseded by any term of this AGREEMENT.
- 7.7 Following the CONSULTANT's satisfactory completion of all services 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 services 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 services 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 services 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 services 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 sub-consultant(s) 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 Director, Stormwater Management Department, 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 Director, Stormwater Management Department, 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 services in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of services 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 services 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 all approved sub-consultants performing services 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 8.1. The CONSULTANT shall keep on file evidence of its sub-consultant’s insurance certificates 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 reasonable costs, fees and expenses 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 sub-consultant’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 subconsultant(s), standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY meeting 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 services for which this CONSULTANT has been engaged, the CONSULTANT'S services, and its sub-consultant's, shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the services, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional services 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 services shall not relieve the CONSULTANT of the responsibility for the quality of its services, nor its liability for loss or

damage resulting from any errors, omissions, or negligent or willful misconduct by the CONSULTANT or its sub-consultant(s).

## **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 sub-consultant(s) 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 sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and sub-consultant(s), 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 sub-consultant that has been barred from being awarded a public contract, or subcontract, under Illinois or Federal law to perform services 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 Services 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 April 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 April 30, 2024.
- 15.2 The CONSULTANT shall not perform any services 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 services 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 services 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 of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

#### **18.0 ASSIGNMENT.**

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

#### **19.0 SEVERABILITY.**

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



## **20.0 GOVERNING LAW.**

- 20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 20.2 The venue for resolving any disputes concerning the parties' respective performance, 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:

Strand Associates, Inc.  
1170 South Houbolt Road  
Joliet, IL 60431  
ATTN: Mike Waldron

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 services covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only qualified persons in responsible charge of any elements of the services covered under this AGREEMENT, all subject to COUNTY approval. This provision shall also apply to any sub-consultant(s) used by the CONSULTANT in the performance of AGREEMENT-related services.
- 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 all sub-consultants utilized for AGREEMENT-related services 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 sub-consultant(s) being properly staffed while engaged in AGREEMENT-related services.

### **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 services that necessitated such access. The CONSULTANT shall have no claim to compensation for

any services 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.

## **26.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES.**

- 26.1 All non-hazardous samples and by-products from sampling processes in connection with the services provided under this AGREEMENT shall be disposed of by CONSULTANT in accordance with applicable law; provided, however, that any and all such materials, including wastes, that cannot be introduced back into the environment under existing law without additional treatment, and all hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the Services, shall be packaged in accordance with the applicable law by CONSULTANT and turned over to COUNTY for appropriate disposal. CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. CONSULTANT, at COUNTY'S request, may assist COUNTY in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but CONSULTANT shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. COUNTY shall sign all necessary manifests for the disposal of Hazardous Substances. If COUNTY requires: (1) CONSULTANT'S agents or employees to sign such manifests; or (s) CONSULTANT to hire, for COUNTY, the Hazardous Substances transportation, treatment, or disposal contractor, then for these two purposes, CONSULTANT shall be considered to act as COUNTY'S agent so that CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

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

COUNTY OF DUPAGE

STRAND ASSOCIATES, INC.

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

BY: \_\_\_\_\_

ATTEST:

ATTEST:

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

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

## **EXHIBIT A**

### **SCOPE OF SERVICES**

This AGREEMENT is an on-call AGREEMENT that will have tasks assigned by the Director. These services may include the following:

**1. Final Surveying** - Conduct field survey as needed for the preparation of final design plans, specifications, contract documents, and plats of survey for the recommended improvements. Determine the locations and elevations of utilities, physical structures, pavements and other pertinent items (to be placed on final engineering plans). The COUNTY will provide digital two-foot topographic maps. A minimum of two permanent benchmarks are to be established within the project site for future use. Descriptions of the permanent benchmarks shall be included on the final plan set. All benchmarks shall be tied into the DuPage County system of benchmarks.

**2. Final Stormwater Modeling** - Develop final hydrologic/hydraulic computer model as necessary for final permitting requirements. Simulations shall be run for both existing and proposed 'final design' conditions. The modeling method to be utilized shall be approved by DuPage County staff prior to commencement of services. If necessary, for the evaluation of the final design, a downstream hydraulic analysis will be required to evaluate potential impacts to downstream properties.

**3. Wetland Report & Analysis** – Develop wetland report detailing potential wetland impacts and required wetland avoidance arguments per the requirements set forth by the County of DuPage and the U.S. Army Corp of Engineers. If project is located in close vicinity to regulatory wetlands, all required wetland field services will be included in the project scope. Only wetland firms previously approved by the County of DuPage will be allowed to serve as subconsultants on project design.

**4. Final Permitting** - Prepare and submit the necessary plans and permit applications to the appropriate agencies. These may include but not be limited to the following: The US Army Corps of Engineers, DuPage County Stormwater Management, DuPage County DOT, DuPage County Forest Preserve District, The Illinois Department of Conservation, The Illinois EPA, Illinois Department of Natural Resources, IDOT–Bureau of Roads, IDOT-Bureau of Hydraulics, and the Federal Emergency Management Agency. The CONSULTANT shall be required to obtain all permits necessary for the construction of the final project design, unless explicitly directed otherwise in writing by the COUNTY.

**5. Final Engineering Plans, Construction Specifications, and Contract Documents -**

Final Engineering Plans and Construction Specifications:

Resolve design issues and prepare final construction level engineering drawings and construction specifications for the bidding and construction of the proposed improvements. The engineering plans shall generally consist of plan and profile

view drawings of the proposed improvements to a scale agreed upon with County staff, a project location map, general construction notes, a traffic control plan, an erosion control plan, a legend describing the symbols used, a summary of quantities, detailed drawings of proposed service items and methods, and cross sections at appropriate locations. For each item of the proposed improvements, the CONSULTANT shall be required to prepare detailed construction specifications describing the services to be done to complete the item, material requirements, construction requirements, testing requirements, method of measurement, and basis for payment. Final engineering plans and specifications shall be signed and sealed by a registered Professional Engineer licensed to do business in the State of Illinois.

**Contract Documents:**

Prepare necessary bidding and contract documents required for the bidding and construction of the proposed improvements. The bidding and contract documents shall generally consist of the invitation to bid, instructions to bidders, bid form, general conditions of the contract, special provisions, contract construction forms and all other contents of the project contract document manual. The COUNTY will provide the General Conditions of the Contract upon which the contract documents shall be based. In addition, the COUNTY will provide the invitation to bid, instructions to bidders, bid form, and contract construction forms to the consultant in electronic format. These items will require modification by the CONSULTANT to correspond with the final design submitted by the CONSULTANT. Special provisions shall be provided by the CONSULTANT for items not covered by the specifications or other parts of the contract documents.

**6. Project Progress Meetings and Review of Deliverables** – The CONSULTANT shall attend to a project kickoff meeting and a 50 percent complete design review meeting with the County staff. The CONSULTANT must address all design review comments submitted by the County. The CONSULTANT must deliver 90 percent complete design drawings and specifications to the County for review and comments prior to finalizing the Contract Documents. All site surveying, stormwater modeling, wetland delineation and permits, easements, site benchmark and utility information must be completed prior to the 90 percent design review by the County.

**7. Bidding and Construction Support** - Provide assistance during the bidding process including preparing any necessary addendum's, drawings, and/or specifications. The CONSULTANT may be required to be present at a pre-bid meeting (at a time and location to be arranged by the COUNTY) to answer technical questions regarding the project. Provide engineering services for any changes or clarifications required in the field as a result of any unforeseen conditions outside of the scope of this contract. Additional engineering services required due to professional errors or omissions shall be provided by the CONSULTANT at no cost to the COUNTY.

## **EXHIBIT B**

### **DELIVERABLES**

The following deliverables are indicative of the deliverables that may be requested by the COUNTY under the terms of this AGREEMENT. This contract is an on-call AGREEMENT with deliverables specified by County staff. These may include:

1. Project support documentation
2. Meeting minutes
3. Correspondence (third party)
4. Survey information including:
  - Cross-section plots
  - Location map plotted on County topographic maps
  - Sketches of hydraulic structures
  - Computer input/output
  - Photographs of existing conditions
5. Existing stormwater conveyance system maps
6. Local watershed map
7. Horizontal and vertical control point map
8. Horizontal and vertical control point descriptions
9. Hydrologic model input and output files (hard copy and computer disk)
10. Hydraulic model input and output files (hard copy and computer disk)
11. Exhibits and props for public, committee, and County Board presentations
12. Construction level engineering plans, construction specifications, and contract documents (including one full set of plans on velum, or approved equal)
13. Utility maps (phone, sewer, electric, cable, water, gas, private utilities, etc.).
14. DuPage County stormwater management permit
15. All other necessary permits
16. Plat of easement exhibits for all required temporary and permanent easements
17. Engineer's cost estimate for the construction of the proposed improvements
18. Geotechnical report (prepared by approved subconsultant) detailing all analysis completed for the project

The COUNTY will provide the following materials for use with this project:

1. Assistance in public, committee, and County Board presentations
2. Guidance in establishing design criteria
3. Guidance in preparation of engineering plans, construction specifications, and contract documents
4. Electronic copies of the general conditions of the contract, the invitation to bid, instructions to bidders, bid forms, and contract construction forms
5. Guidance in establishing Specifications format
6. Guidance in selecting design materials
7. Electronic topography for project site area.
8. Copies of all requested aerial photography.

## EXHIBIT C

### SCHEDULE OF FEES AND HOURLY RATES FOR CONSULTANT'S STAFF

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

**CONSULTANT: Strand Associates, Inc.®**

**PROJECT: On-Call Services for Countywide Drainage Program**

<u>Classification</u>	<u>Rate Range</u>	
	Minimum	Maximum
Principal	\$77.00	\$86.00
Senior Project Manager	\$83.00	\$86.00
Project Manager	\$44.00	\$48.00
Project Engineer	\$37.00	\$75.00
Drainage Engineer	\$44.00	\$77.00
Structural Engineer	\$54.00	\$62.00
Mechanical Engineer	\$78.00	\$85.00
Engineering Technician and Draftspersons	\$31.00	\$59.00
Environmental Scientist	\$45.00	\$50.00
Administrative	\$35.00	\$48.00

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





## Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Strand Associates, Inc.		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement    Date <u>04/06/23</u>		

Consultant

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>			
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	<input checked="" type="checkbox"/>		\$14.00	\$0.00
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			
Non-CADD Computer	Per hour	<input checked="" type="checkbox"/>		\$14.00	\$0.00
Copies (In house)	Each	<input checked="" type="checkbox"/>		\$0.15	\$0.00
Copies, color	Each	<input checked="" type="checkbox"/>		\$0.75	\$0.00
Postage/UPS	Actual cost	<input checked="" type="checkbox"/>			
GPS Hand-Held	Per day (\$88 for half day)	<input checked="" type="checkbox"/>		\$140.00	\$0.00
GPS w/ Cell Phone	Per day (\$210 for half day)	<input checked="" type="checkbox"/>		\$325.00	\$0.00
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
Total Direct Cost					\$0.00

\*If other allowable costs are needed and not listed, please add in the above spaces provided.

#### LEGEND

W.O. = Work Order

J.S. = Job Specific

## MILLENNIA

Classification	Rate Range		Reason for Adjustment/Additional/Deletion
	Minimum	Maximum	
Senior Project Manager	\$63.00	\$86.00	
Project Manager	\$39.00	\$65.00	
Senior Project Engineer	\$47.00	\$86.00	
Project Engineer	\$37.00	\$55.00	
Engineer III	\$35.00	\$50.00	
Engineer II	\$26.00	\$45.00	
Engineer I	\$21.00	\$40.00	
Geologist II	\$26.00	\$33.00	
Technician V	\$36.00	\$60.00	
Technician IV	\$31.00	\$50.00	
Technician III	\$26.00	\$45.00	
Technician II	\$21.00	\$40.00	
Technician I	\$16.00	\$30.00	
Union Technician	\$31.00	\$50.00	
Administrator II	\$26.00	\$70.00	
Administrator I	\$16.00	\$40.00	



# Required Vendor Ethics Disclosure Statement

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

Date: Apr 12, 2023

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

Company Name: Strand Associates, Inc.	Company Contact: Michael R. Waldron, P.E.
Contact Phone: 815.744.4200	Contact Email: mike.waldron@strand.com

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

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

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

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

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

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

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
Mike Waldron Kelsey Gattone	815.744.4200	mike.waldron@strand.com kelsey.gattone@strand.com

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

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

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

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

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

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

Authorized Signature

[Redacted Signature]

Printed Name

Joseph M. Bunker

Title

Corporate Secretary

Date

4/17/2023

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



## Required Vendor Ethics Disclosure Statement

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

Date: Apr 18, 2023

Bid/Contract/PO #:

Company Name: Millennia Professional Services of Illinois, Ltd.	Company Contact: Thomas Ngo
Contact Phone: 630-705-0110	Contact Email: tngo@millennia.pro

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

[Signature]

Printed Name

Thomas Ngo

Title

President

Date

Apr 19, 2023

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



## Stormwater Requisition \$30,000 and Over

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

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**File #:** SM-P-0058-23

**Agenda Date:** 5/2/2023

**Agenda #:** 8.G

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AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND TROTTER & ASSOCIATES, INC  
FOR ON CALL PROFESSIONAL ENGINEERING SERVICES  
(TOTAL CONTRACT: \$90,000)

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, the COUNTY requires various professional engineering services as necessary for its flood control facilities; and

WHEREAS, the CONSULTANT has experience and expertise providing each of the professional services required by the County and is willing to perform the required services, for an amount not to exceed ninety thousand dollars and no cents (\$90,000.00).

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 2-353(1)(a) of the DuPage County Procurement Ordinance; and

WHEREAS, the Stormwater Management Planning Committee of the DuPage County Board has reviewed and recommended approval of the attached AGREEMENT at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Trotter and Associates, Inc. is hereby accepted and approved in an amount not to exceed ninety thousand dollars and zero cents (\$90,000.00) and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Trotter and Associates, Inc., 40W201 Wasco Road, Suite D, St. Charles, IL 60175; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 9<sup>th</sup> day of May, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK





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

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-1595	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$90,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 05/02/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$180,000.00
	CURRENT TERM TOTAL COST: \$90,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: Trotter & Associates	VENDOR #: 12448	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Scott Trotter	VENDOR CONTACT PHONE: 630-587-0470	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupageco.org
VENDOR CONTACT EMAIL: s.trotter@trotter-inc.com	VENDOR WEBSITE: https://www.trotter-inc.com/	DEPT REQ #: 1600-2318	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Contract renewal for engineering and professional services for drainage and flood control facilities at County owned sites.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Under the Stormwater Management Department, DuPage County is responsible for operation of stormwater facilities that periodically require maintenance and/or modification to remain fully operational. This contract is to complete any inspection, analysis, design, and permitting as it relates to the department's roles and responsibilities for its countywide stormwater facilities.			

### SECTION 2: DECISION MEMO REQUIREMENTS

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

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. This contract was vetted based on the County's Qualified Based Selection (QBS) process, which allows for professional services to be vetted through an open and transparent process. Requests for Statements of Qualifications were sent to firms throughout the industry. Statements of Interest were received from 3 firms. Stormwater staff utilized an evaluation team to review and rank these firms, taking into consideration their experience, qualifications of the firm, and understanding of unique stormwater scope of services. Stormwater staff has determined that Trotter and Associates has the most qualified staff based on the information received to perform necessary services. This is a renewal of the initial contract.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to Trotter & Associates for assistance assist with the needs of the department. 2. Hire additional in-house staff to assist current staff. Structural and Electrical engineers are needed to assist with the department's evaluation and design of its flood control facilities. 3. Take no action. This is not recommended, as minimal to no progress would be made to address this important project.



## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Trotter & Associates, Inc.	Vendor#: 12448	Dept: Stormwater Management	Division:
Attn: Scott Trotter	Email: s.trotter@trotter-inc.com	Attn: Jamie Lock	Email: jamie.lock@dupageco.org
Address: 40w201 Wasco Road, Suite D	City: St. Charles	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60175	State: IL	Zip: 60187
Phone: 630-587-0470	Fax:	Phone: 630-407-6705	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): May 9, 2023	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Alicia Favela Perez			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Engineering and professional services for drainage and flood control facilities at County owned sites.	FY23	1600	3000	53010		70,000.00	70,000.00
2	1	EA			FY24	1600	3000	53010		20,000.00	20,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 90,000.00

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

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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND TROTTER & ASSOCIATES, INC.  
FOR PROFESSIONAL ENGINEERING SERVICES

This Professional Service Agreement (“AGREEMENT”), is made this 9<sup>th</sup> day of May, 2023 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Trotter & Associates, Inc., an Illinois corporation licensed to do business in the State of Illinois, with offices at 40W201 Wasco Road, Suite D, St. Charles, IL 60175; (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 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, the COUNTY requires various professional engineering services as necessary for its flood control facilities; and

WHEREAS, the CONSULTANT has experience and expertise providing each of the professional services required by the County and is willing to perform the required services, for an amount not to exceed ninety thousand dollars and no cents (\$90,000.00).

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/sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT's employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.
- 2.4 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"), or

his/her designee, 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 sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or work included within the Scope of Work. COUNTY approval of sub-consultant(s) includes approval of any new employee rates (Exhibit C) and/or fee schedule as referenced in this AGREEMENT.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT, and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant(s) in the same manner and with the same liability as if the vendors' work was performed by the CONSULTANT under this AGREEMENT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraphs 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 sub-consultant 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 ninety thousand dollars and no cents (\$90,000.00). 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 will pay on a basis at a 3.0 direct labor multiplier applied to the actual hourly rates of CONSULTANT's staff and/or the fee schedule(s) as incorporated herein. The multiplier includes the CONSULTANT's cost of overhead, profit and incidental costs. A schedule of the hourly rates for CONSULTANT's staff, and approved sub-consultant's technical or professional staff, identified by position or assignment, is attached and incorporated hereto as Exhibit "C." The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) to not exceed the total compensation as stated herein. The COUNTY retains the authority to limit the maximum rate per classification for any additions to classifications listed on Exhibit C, including Exhibit C for approved sub-consultant(s), when invoices are submitted for the approved work.
- 7.4 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 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 Director, Stormwater Management Department, 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 Director, Stormwater Management Department, 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 all approved sub-consultants 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 subconsultant(s), standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY

and meets the quality and standards commonly provided by similar professional 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' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the 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 sub-consultant(s).

## **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 sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, et seq., and with all rules and regulations established by the Department of Human Rights.
- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3); and further certifies that it has not been barred from

public contracting under any Federal statute or regulation. The CONSULTANT agrees that it shall not use any vendor that has been barred from being awarded a public contract, or subcontract, under Illinois or Federal law to perform work under this AGREEMENT.

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

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

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

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

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
  - (a) The early termination of this AGREEMENT in accordance with the terms of Section 16.0, or
  - (b) The expiration of this AGREEMENT on 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 of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

## **18.0 ASSIGNMENT.**

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



## **19.0 SEVERABILITY.**

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

## **20.0 GOVERNING LAW.**

- 20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 20.2 The venue for resolving any disputes concerning the parties' respective performance, 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:

Trotter & Associates, Inc.  
40W201 Wasco Road  
Suite D  
St. Charles, IL 60175  
ATTN: Scott Trotter

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 sub-consultant(s) 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 all sub-consultants 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.

## **26.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES.**

- 26.1 All non-hazardous samples and by-products from sampling processes in connection with the services provided under this AGREEMENT shall be disposed of by CONSULTANT in accordance with applicable law; provided, however, that any and all such materials, including wastes, that cannot be introduced back into the environment under existing law without additional treatment, and all hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the Services, shall be packaged in accordance with the applicable law by CONSULTANT and turned over to COUNTY for appropriate disposal. CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. CONSULTANT, at COUNTY'S request, may assist COUNTY in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but CONSULTANT shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract

such activities through transporters or others. COUNTY shall sign all necessary manifests for the disposal of Hazardous Substances. If COUNTY requires: (1) CONSULTANT'S agents or employees to sign such manifests; or (s) CONSULTANT to hire, for COUNTY, the Hazardous Substances transportation, treatment, or disposal contractor, then for these two purposes, CONSULTANT shall be considered to act as COUNTY'S agent so that CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

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

COUNTY OF DUPAGE

TROTTER & ASSOCIATES, INC.

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

BY: \_\_\_\_\_  
SCOTT TROTTER

ATTEST:

ATTEST:

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

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

## **EXHIBIT A**

### **SCOPE OF WORK**

Services associated with this contract will consist of customary civil engineer and surveying services and related engineering services incidental thereto, which may include the following.

- 1. Final Surveying** - Conduct field survey as needed for the preparation of final design plans, specifications, contract documents, and plats of survey for the recommended improvements. Determine the locations and elevations of utilities, physical structures, pavements and other pertinent items (to be placed on final engineering plans). The County will provide digital two-foot topographic maps. A minimum of two permanent benchmarks are to be established within the project site for future use. Descriptions of the permanent benchmarks shall be included on the final plan set. All benchmarks shall be tied into the DuPage County system of benchmarks.
- 2. Final Stormwater Modeling** - Develop final hydrologic/hydraulic computer model as necessary for final permitting requirements. Simulations shall be run for both existing and proposed 'final design' conditions. The modeling method to be utilized shall be approved by DuPage County staff prior to commencement of work. If necessary, for the evaluation of the final design, a downstream hydraulic analysis will be required to evaluate potential impacts to downstream properties.
- 3. Conceptual & Preliminary Design** – Develop conceptual design (20%) that incorporates existing utility locations on the existing site and determine site limitations. Based on conceptual design, develop Preliminary Design (60%) plans and specifications that identify scope, extent, and character of the work. This phase shall also include necessary site visits to determine and develop base files depicting existing site conditions, in addition to separate meetings with manufacturers or other outside vendors and the COUNTY to determine equipment selection and discuss permit submittals.
- 4. Final Permitting** - Prepare and submit the necessary plans and permit applications to the appropriate agencies. These may include but not be limited to the following: The US Army Corps of Engineers, DuPage County Stormwater Management, DuPage County DOT, DuPage County Forest Preserve District, The Illinois Department of Conservation, The Illinois EPA, Illinois Department of Natural Resources, IDOT–Bureau of Roads, IDOT-Bureau of Hydraulics, and the Federal Emergency Management Agency. The Consultant shall be required to obtain all permits necessary for the construction of the final project design, unless explicitly directed otherwise in writing by the County.
- 5. Final Engineering Plans, Construction Specifications, and Contract Documents** - Final Engineering Plans and Construction Specifications:  
Resolve design issues and prepare final construction level engineering drawings and construction specifications for the bidding and construction of the proposed

improvements. The engineering plans shall generally consist of plan and profile view drawings of the proposed improvements to a scale agreed upon with County staff, a project location map, general construction notes, a traffic control plan, an erosion control plan, a legend describing the symbols used, a summary of quantities, detailed drawings of proposed work items and methods, and cross sections at appropriate locations. For each item of the proposed improvements, the Consultant shall be required to prepare detailed construction specifications describing the work to be done to complete the item, material requirements, construction requirements, testing requirements, method of measurement, and basis for payment. Final engineering plans and specifications shall be signed and sealed by a registered Professional Engineer licensed to do business in the State of Illinois.

**Contract Documents:**

Prepare necessary bidding and contract documents required for the bidding and construction of the proposed improvements. The bidding and contract documents shall generally consist of the invitation to bid, instructions to bidders, bid form, general conditions of the contract, special provisions, contract construction forms and all other contents of the project contract document manual. The County will provide the General Conditions of the Contract upon which the contract documents shall be based. In addition, the County will provide the invitation to bid, instructions to bidders, bid form, and contract construction forms to the consultant in electronic format. These items will require modification by the Consultant to correspond with the final design submitted by the Consultant. Special provisions shall be provided by the Consultant for items not covered by the specifications or other parts of the contract documents.

**6. Project Progress Meetings and Review of Deliverables** – The Consultant shall attend to a project kickoff meeting and a 60 percent complete design review meeting with the County staff. The Consultant must address all design review comments submitted by the County. The Consultant must deliver 90 percent complete design drawings and specifications to the County for review and comments prior to finalizing the Contract Documents. All site surveying, stormwater modeling, wetland delineation and permits, easements, site benchmark and utility information must be completed prior to the 90 percent design review by the County.

**7. Bidding and Construction Support** - Provide assistance during the bidding process including preparing any necessary addendum's, drawings, and/or specifications. The Consultant may be required to be present at a pre-bid meeting (at a time and location to be arranged by the County) to answer technical questions regarding the project. Provide engineering services for any changes or clarifications required in the field as a result of any unforeseen conditions outside of the scope of this contract. Additional engineering services required due to professional errors or omissions shall be provided by the Consultant at no cost to the County.

## **EXHIBIT B**

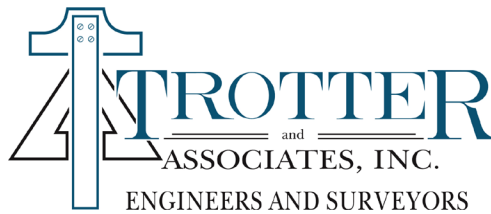
### **DELIVERABLES**

The following deliverables are indicative of the deliverables that may be requested by the COUNTY under the terms of this contract.

1. Project support documentation
2. Meeting minutes
3. Correspondence (third party)
4. Survey information, if necessary, including:
  - Sketches of hydraulic structures
  - Computer input/output
  - Photographs of existing conditions
5. Hydrologic model input and output files (hard copy and computer disk)
6. Hydraulic model input and output files (hard copy and computer disk)
7. Exhibits and props for public, committee, and County Board presentations
8. Construction level engineering plans, construction specifications, and contract documents (including one full set of plans on velum, or approved equal)
9. Any necessary permits
10. Engineer's cost estimate for the construction of the proposed improvements

The County will provide the following materials for use with this project:

1. Assistance in public, committee, and County Board presentations
2. Guidance in establishing design criteria
3. Guidance in preparation of engineering plans, construction specifications, and contract documents
4. Electronic copies of the general conditions of the contract, the invitation to bid, instructions to bidders, bid forms, and contract construction forms
5. Guidance in establishing Specifications format
6. Guidance in selecting design materials
7. Electronic topography for project site area.
8. Copies of all requested aerial photography.



## DuPage County Stormwater Management Elmhurst Quarry Pump Station Improvements Exhibit A – Scope of Services

Consultant: Trotter and Associates, Inc.  
Project: Elmhurst Quarry Pump Station Improvements

### Scope of Services

Trotter and Associates will provide design phase engineering services for the Elmhurst Quarry PS Improvements project. This project includes the following major components:

- Demolition of four discharge line assemblies within the valve vault (air release valves, vacuum relief valves, gate valves, and connecting piping).
- Demolition of drain line connected to the north-most discharge piping (plug valve and connecting piping).
- Installation of four replacement discharge lines within the valve vault (air release valves, vacuum relief valves, knife gate valves, check valves, and connecting piping).
- Installation of replacement discharge system drain line (plug valve and connecting piping).
- Demolition and replacement of hatches and openings, if necessary, to allow for ease of equipment removal, installation, and maintenance.
- Installation of new motor control centers (MCCs) with weather-protective enclosures.
- Installation of new variable frequency drives (VFDs) pending approval of suitability from the pump manufacturer.

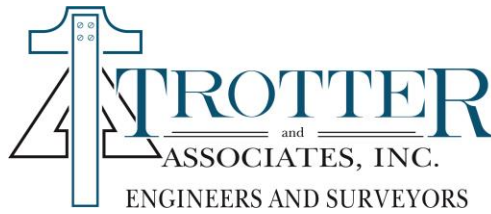
*Our services will consist of customary civil engineering and surveying services and related engineering services incidental thereto, described as follows:*

#### *A. Preliminary Design (60%) Phase*

- 1) Hold a project kick-off meeting with County Staff to establish project goals and schedule.
- 2) Review existing County documentation that may be appropriate to the project. This includes as-built information for the existing facility and operational data as necessary.
- 3) Conduct Site Visit as necessary to determine existing conditions and constraints.
- 4) Complete hydraulic calculations through each unit process to develop existing and proposed hydraulic profile.
- 5) Prepare 60% engineering plans and specifications to show the scope, extent, and character of the work. Documents shall consist of engineering calculations, preliminary drawings, and written descriptions.
  - a) General Construction Details and Notes (Estimated 2 Sheets)
  - b) Demolition drawings showing existing structures and utilities to be removed as applicable (Estimated 3 Sheets)
  - c) Structural drawings including plans, sections, details and schedules (Estimated 2 Sheets)
  - d) Process drawings including the plans, sections, details and schedules for equipment and process piping (Estimated 3 Sheets)



- e) Electrical Drawings depicting power distribution requirements within the proposed improvements (Estimated 2 Sheets)
  - f) Project specifications with in accordance with 64 Division CSI Format.
- 6) Based on the information contained in the Preliminary Design Phase documents, submit an opinion of probable construction cost.
  - 7) Provide a list of required permits and sign-offs, along with timeframe for submittal.
  - 8) Hold a preliminary design review meeting to address the County's review comments and requested revisions. Determine preferred manufacturers, types and quantities of equipment, piping material, building layout and architectural details.
- B. Final Design (100%) Phase*
- 1) Based on the approved Preliminary Design Phase, prepare 90% Engineering Plans and Specifications. Included is the following but is not limited to these drawings:
    - a) General Construction Details and Notes (Estimated 2 Sheets)
    - b) Demolition drawings showing existing structures and utilities to be removed as applicable (Estimated 3 Sheets)
    - c) Structural drawings including plans, sections, details and schedules (Estimated 2 Sheets)
    - d) Process drawings including the plans, sections, details and schedules for equipment and process piping (Estimated 3 Sheets)
    - e) Electrical Drawings depicting power distribution requirements within the proposed improvements (Estimated 2 Sheets)
    - f) Project specifications with in accordance with 64 Division CSI Format.
  - 2) Provide 90% complete plans to the County and effected agencies for review and approval. Prepare an opinion of probable cost, based on the Final Engineering Plans. Hold a final review meeting with the County.
  - 3) Submit final plans and specifications to County Building Department to obtain necessary permits.
  - 4) Make minor revisions to the plans to incorporate changes required by reviewing agencies.
  - 5) Complete 100% drawings to satisfaction of the County and appropriate permitting bodies.



**DuPage County Stormwater Management  
Elmhurst Quarry Pump Station Improvements  
Exhibit B – Deliverables**

Consultant: Trotter and Associates, Inc.  
Project: Elmhurst Quarry Pump Station Improvements

**Trotter and Associates will provide the following deliverables for the above referenced project:**

- Provide to DuPage County, Illinois engineering plans and project specifications included in the outlined scope in Exhibit A for the Elmhurst Quarry Pump Station Improvements.
- All final plans will be signed and sealed by a registered professional engineer in the State of Illinois.
- Trotter and Associates, Inc. will provide three (3) signed and sealed, complete sets of plans and project specifications to the County.
- Trotter and Associates, Inc. will provide electronic copies of engineering plans and specifications in PDF format to the County. If requested, TAI will also provide CAD documents of plans in DGN format.
- Additional sets of plans and specifications will be made available for bidding purposes if required, but are not included in the deliverables.
- Completion and submission of all required permit submittals. A copy of all submitted permits shall be supplied to the County. The County shall be required to pay all permit fees associated with the project.



**DuPage County Stormwater Management  
Elmhurst Quarry Pump Station Improvements  
Exhibit C – Schedule of Fees and Hourly Rates for Consultant’s Staff**

Consultant: Trotter and Associates, Inc.  
 Project: Elmhurst Quarry Pump Station Improvements  
 Effective Dates: Project Duration  
 Project Multiplier: 3.0  
 Contract Not-to-Exceed: \$90,000.00

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal Engineer	\$86.00	\$86.00	
Engineer Level VIII	\$76.00	\$86.00	
Engineer Level VII	\$73.00	\$86.00	
Engineer Level VI	\$54.00	\$72.00	
Engineer Level V	\$47.00	\$63.00	
Engineer Level IV	\$45.00	\$54.00	
Engineer Level III	\$41.00	\$49.00	
Engineer Level II	\$37.00	\$42.00	
Engineer Level I	\$35.00	\$40.00	
Engineering Intern	\$18.00	\$25.00	
Senior Technician	\$49.00	\$60.00	
Technician Level IV	\$45.00	\$56.00	
Technician Level III	\$42.00	\$48.00	
Technician Level II	\$34.00	\$42.00	
Technician Level I	\$24.00	\$36.00	
GIS Specialist III	\$46.00	\$54.00	
GIS Specialist II	\$36.00	\$48.00	
GIS Specialist I	\$20.00	\$34.00	
Clerical Level III	\$32.00	\$46.00	
Clerical Level II	\$26.00	\$36.00	
Clerical Level I	\$20.00	\$30.00	
Professional Land Surveyor	\$72.00	\$78.00	
Survey Crew Chief	\$40.00	\$50.00	
Survey Technician Level II	\$28.00	\$38.00	
Survey Technician Level I	\$20.00	\$30.00	
Department Director	\$78.00	\$78.00	



## Required Vendor Ethics Disclosure Statement

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

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

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

Company Name: Trotter and Associates, Inc.	Company Contact: Scott Trotter, P.E., BCEE
Contact Phone: 630/587-0470	Contact Email: s.trotter@trotter-inc.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

[Redacted Signature]

Printed Name

Scott Trotter

Title

President

Date

April 3, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page 0 of 0 (total number of pages)



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**File #:** FI-R-0119-23

**Agenda Date:** 5/2/2023

**Agenda #:** 8.H

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ACCEPTANCE AND APPROPRIATION OF THE  
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY  
SECTION 319(h) NONPOINT SOURCE POLLUTION CONTROL FINANCIAL ASSISTANCE PROGRAM  
INTERGOVERNMENTAL AGREEMENT NO. 3192207  
COMPANY 5000 - ACCOUNTING UNIT 3065  
\$547,398

(Under the administrative direction of the  
DuPage County Stormwater Management Division)

WHEREAS, the County of DuPage, through the Stormwater Management Division, has been notified by the Illinois Environmental Protection Agency that grant funds in the amount of \$547,398 (FIVE HUNDRED FORTY-SEVEN THOUSAND, THREE HUNDRED NINETY-EIGHT AND NO/100 DOLLARS) are available to facilitate the construction of the Winfield Creek Stream Restoration Project to improve water quality by controlling nonpoint source pollution; and

WHEREAS, to receive said grant funds, the County of DuPage, through the Stormwater Management Division, must enter into Inter-Governmental Agreement No. No. 3192207 with the Illinois Environmental Protection Agency, a copy of which is attached to and incorporated as a part of this resolution by reference (Attachment II); and

WHEREAS, the period of the grant agreement is from April 15, 2023 through April 14, 2025; and

WHEREAS, the County is providing matching funds in the amount of \$364,932 (THREE HUNDRED SIXTY-FOUR THOUSAND, NINE HUNDRED THIRTY-TWO AND NO/100 DOLLARS); and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Inter-Governmental Agreement No. 3192207 (Attachment II) between DuPage County and Illinois Environmental Protection Agency is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment I) in the amount of \$547,398 (FIVE HUNDRED FORTY-SEVEN THOUSAND, THREE HUNDRED NINETY-EIGHT AND NO/100 DOLLARS ) be made to establish the IEPA Section 319 (h) Nonpoint Source Pollution Control Financial Assistance Program, Company 5000 - Accounting Unit 3065, for period April 15, 2023 through April 14, 2025; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of Stormwater Management is approved as the County's Authorized Representative; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Stormwater Management Committee shall review the need for continuing the specified program and related head count; and

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

Enacted and approved this \_\_\_\_\_ of \_\_\_\_\_, 2023 at Wheaton, Illinois.

\_\_\_\_\_  
DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH THE  
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY 2023 SECTION 319H  
NONPOINT SOURCE POLLUTION CONTROL, FINANCIAL ASSISTANCE PROGRAM  
COMPANY 5000 – ACCOUNTING UNIT 3065  
\$547,398

REVENUE

41000-0006 - Federal Operating Grant - EPA \$ 547,398

TOTAL ANTICIPATED REVENUE \$ 547,398

EXPENDITURES

CAPITAL

54060-0000 - Drainage System Infrastructure \$ 547,398

TOTAL CAPITAL \$ 547,398

TOTAL ADDITIONAL APPROPRIATION \$ 547,398

# Illinois Grant Accountability and Transparency Notice of State Award

03/07/23

Page 1 of 6

STATE OF ILLINOIS GRANT INFORMATION	
State Award Identification	Name of State Agency (Grantor): Environmental Protection Department/Organization Unit: Bureau of Water/Nonpoint Source Unit
State Award ID Number (SAIN)	378-38527
State Program Description	Illinois EPA's Section 319(h) Nonpoint Source Pollution Control Financial Assistance Program (a.k.a. Section 319(h) Grant Program) is designed to provide grant funds for projects that prevent, eliminate, or reduce water quality impairments caused by nonpoint source pollution.
Announcement Type	Initial
Agency (Grantor) Contact Information	Name: Christine Davis Phone: 217-782-3362 Email: epa.bowgrants@illinois.gov

GRANTEE INFORMATION	
Grantee / Subrecipient Information	Name: County of DuPage Address: 421 N. County Farm Road, Wheaton, IL 60187 Phone: Email:
Grantee Identification	GATA: 673126    UEI: W7KRN7E54898    FEIN: 366006551
Period of Performance	Start Date: 4/15/2023    End Date: 4/14/2025

FUNDING INFORMATION			
FUND	CSFA	CFDA	AMOUNT
065	532-60-0378	66.460	\$547,398.00
Local	N/A	N/A	\$364,932.00
TOTAL			\$912,330.00
(M) Currently used by State of Illinois for "Match" or "Maintenance of Effort" (MOE) requirements on Federal Funding. Funding is subject to Federal Requirements and may not be used by Grantee for other match requirements on other awards.			



# Illinois Grant Accountability and Transparency Notice of State Award

03/07/23

Page 2 of 6

TERMS AND CONDITIONS	
Grantee Indirect Cost Rate Information	<p>Rate: 0</p> <p>Base:</p> <p>Period:</p>
Research & Development	No
Cost Sharing or Matching Requirements	Yes : 40% (\$364,932.00) of Total Project Cost (\$912,330.00)
Uniform Term(s)	<p>CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200)</p> <p>Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1</p> <p>Illinois Administrative Code</p>
Grantor-Specific Term(s)	<p>In reference to Part One, Article IV, Item 4.8 of this Agreement, the Grantee is not required to submit payment requests to the Grantor within fifteen (15) days of the end of the quarter but may instead request reimbursement of incurred costs as needed within the Agreement Term but may do so no more frequently than once per month.</p> <p>In reference to Part One, Article XIII, Item 13.1 of this Agreement, the Grantee will submit the Periodic Financial Report by the fifteenth (15th) of January, April, July, and October occurring during the Agreement Period.</p> <p>In reference to Part One, Article XIV, Item 14.1 of this Agreement, the Grantee will submit the Periodic Performance Report with supplemental attachment by the fifteenth (15th) of January, April, July, and October occurring during the Agreement Period.</p> <p>In reference to Part One, Article XIV, Item 14.3 of this Agreement, the Grantee will submit the performance report supplemental attachment using the following format. The first page will include the project title, agreement number, the period of time that the report covers, and a table showing the entire list of Deliverables or Milestones (Exhibit B) and all deliverables defined in the strategies developed under this grant. The table shall include the task, its scheduled completion date, and current status. The remainder of the report will include the items listed in Section 14.3, plus information regarding what happened during this quarter and what is scheduled for the upcoming quarter. For projects implementing best management practices, the report will include a table of all projects, which lists the project owner, estimated date to be completed, implementation status, and comments as needed.</p>
Program-Specific Term(s)	<p>The Grantee and the Grantor have the right to use (including, but not limited to, citing to, circulating, displaying, and reproducing) all products that result from the Grantee receiving financial assistance under this Agreement whether the product is developed by the Grantee or a sub-grantee.</p> <p>The Grantee will include in any publications for external general circulation (including brochures, newsletters, and presentations materials) the following phrase: "Funding for this project provided, in part, by the Illinois Environmental Protection Agency through Section 319 of the Clean Water Act."</p> <p>The Grantee shall be available for coordination and progress briefings with the Grantor during the term of the Agreement. The dates and locations of these briefings shall be specified by the Grantor in consultation with the Grantee.</p> <p>Upon completion of the Agreement, as a condition before final payment under the Agreement or as a termination settlement under the Agreement the Grantee must execute and deliver to the Grantor an amended Uniform Grant Budget Template that reflects any and all budget line item transfers made to the original Uniform Grant Agreement Budget, unless already addressed in an executed amendment to the Uniform Grant Agreement Budget Template.</p>

**Illinois Grant Accountability and Transparency  
Notice of State Award****SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - FISCAL AND ADMINISTRATIVE****The nature of the additional requirements****GATA Conditions:**

None

**Agency Adjustments / Explanation:**

None

**The reason why the additional requirements are being imposed****GATA Conditions:**

None

**Agency Adjustments / Explanation:**

None

**The nature of the action needed to remove the additional requirement, if applicable****GATA Conditions:**

None

**Agency Adjustments / Explanation:**

None

**The time allowed for completing the actions, if applicable****GATA Conditions:**

None

**Agency Adjustments / Explanation:**

None

**The method for requesting reconsideration of the additional requirements imposed****GATA Conditions:**

None

**Agency Explanation:**

None

**Illinois Grant Accountability and Transparency  
Notice of State Award****SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - MERIT-BASED REVIEW****The nature of the additional requirements****Agency Adjustments / Explanation:**

None Identified.

**The reason why the additional requirements are being imposed****Agency Adjustments / Explanation:****The nature of the action needed to remove the additional requirement, if applicable****Agency Adjustments / Explanation:****The time allowed for completing the actions, if applicable****Agency Adjustments / Explanation:****The method for requesting reconsideration of the additional requirements imposed****Agency Explanation:**

**Illinois Grant Accountability and Transparency  
Notice of State Award****SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - PROGRAMMATIC****The nature of the additional requirements****Agency Adjustments / Explanation:**

Grantee must report performance data for the sub-grantee/sub-recipient/sub-award in all quarterly Periodic Performance Reports.

**The reason why the additional requirements are being imposed****Agency Adjustments / Explanation:**

Risk was identified for External Partnerships.

**The nature of the action needed to remove the additional requirement, if applicable****Agency Adjustments / Explanation:**

Grantee must demonstrate, on a quarterly basis, adequate oversight of sub-grantee/sub-recipient/sub-award.

**The time allowed for completing the actions, if applicable****Agency Adjustments / Explanation:**

Not applicable.

**The method for requesting reconsideration of the additional requirements imposed****Agency Explanation:**

Not applicable, this requirement is mandatory for the entire grant agreement period.

SIGNATURE PAGE

Circle one:   Accept NOSA   /   Reject NOSA

\_\_\_\_\_  
Institution / Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Official

\_\_\_\_\_  
Title (Chief Financial Officer or equivalent)

\_\_\_\_\_  
Date of Execution

**EXHIBIT A**

**PROJECT DESCRIPTION**

This project will implement best management practices (BMPs) on Winfield Creek (IL\_GBKF-01) in the Winfield Creek watershed (HUC 0712000408) to reduce nonpoint source pollution to protect water quality in the West Branch DuPage River (IL\_GBK-02 and IL\_GBK-05). BMPs will include bioswale, stream channel stabilization, streambank stabilization, urban filter strip, wetland restoration and educational signs. The BMP techniques include: bank shaping and rock toe; native plantings, riffles, placement of bank stabilizing woody debris, a filter strip, a bioswale, and wetland restoration. The project will include a Newsletter and Social Media Strategy and permanent signage.

- **OUTPUTS:**
  - 75 linear feet of bioswale
  - 60 linear feet of stream channel stabilization (4 riffles)
  - 4,800 linear feet of streambank stabilization
  - 1.5 acre of urban filter strip
  - 8 acres of wetland restoration
  - Newsletters and social media updates
  - 5 Educational signs
- **OUTCOMES:**
  - Water quality protection of Winfield Creek (IL\_GBKF-01) and the West Branch DuPage River (IL\_GBK-02 and IL\_GBK-05)
  - Annual pollutant load reduction: 58 tons of sediment, 86 lbs. of phosphorus, and 206 lbs. of nitrogen

**EXHIBIT B**  
**DELIVERABLES OR MILESTONES**

<u>Description</u>	<u>Completion Date</u>
<b>PROJECT COORDINATION</b>	
1 Project Coordination	April 30, 2025
<b>BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION</b>	
2 BMP Documentation Form (Part 1) and Design	October 13, 2023
O&M Plan	October 13, 2023
Sign Design	October 13, 2023
Landowner Agreement	October 13, 2023
Last Day to Start Implementation of BMP(s)	May 15, 2024
Complete Implementation of BMPs	November 30, 2024
BMP Documentation Form (Part 2) w/Invoices and Photo Documentation	January 30, 2025
<b>NEWSLETTERS AND SOCIAL MEDIA</b>	
3 First Newsletter article and social media post	July 1, 2023
Final Newsletter article and social media post	April 14, 2025
<b>EDUCATIONAL SIGNAGE</b>	
4 Draft Sign Design	October 13, 2023
Final Sign Design	January 13, 2024
Sign Installation	January 10, 2025
<b>PROJECT REPORT</b>	
5 Draft Project Report	November 30, 2024
Final Project Report	February 30, 2025
<b>OTHER DIRECTED ACTIVITIES</b>	
6 Periodic Performance and Financial Reports	Quarterly as stipulated

## EXHIBIT C

### PAYMENT

The Grantee shall receive \$547,398.00 under this Agreement.

<b>TOTAL PROJECT COST:</b>	\$	912,330.00	
<b>Grantor Share:</b>	\$	547,398.00	60.0% of Total project cost
<b>Grantee Share:</b>	\$	364,932.00	40.0% of Total Project cost

The specific terms of payment are:

The estimated project costs allowable under this Agreement are identified in the Budget incorporated herein as an **Attachment 1**.

Federal funding shall make up no part of the Grantee's share of the total project cost and that the Grantee's Share shall be used exclusively for this project. The Grantee's Share for this project shall not be used to match or financially qualify for any other federal grant. Illinois state sales tax is not eligible for reimbursement or as match. The Grantee must not exceed the Illinois Department of Central Management Services Travel Reimbursement Schedule for mileage, per diem/meals, and lodging.

The Grantor's financial obligations to the Grantee are limited to the amount of funding identified as "Grantor Share" in this Agreement. All Grantee costs and match must be incurred within the Agreement Term. If the Grantee incurs costs in anticipation of receiving additional funds from the Grantor, the Grantee does so at its own risk.

Payment requests submitted by the Grantee must be for the reimbursement of incurred costs. Advanced payment is not allowed. Requests for payment must be submitted by the Grantee's authorized representative no more frequently than once per month. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the Grantor no later than August 1 of that year; otherwise the Grantee may have to seek payment through the Illinois Court of Claims. Each request must detail the amount and value of the work performed and must be accompanied by such supporting documentation as required by the Grantor. The requests for payment shall be submitted to:

Illinois Environmental Protection Agency  
 Attention: Fiscal Service  
[EPA.FiscalServ@Illinois.gov](mailto:EPA.FiscalServ@Illinois.gov)  
 P.O. Box 19276; Mail Code #2  
 Springfield, Illinois 62794-9276

The Grantor may withhold payment to the Grantee if the Grantee's progress in completing the Performance Measures contain in Exhibit E of this Agreement does not meet the project schedule contained in the Agreement to the satisfaction of the Grantor. The Grantor may withhold payment to the Grantee if Grantee fails to file required reports. The Grantor retains the right to withhold ten (10) percent of the Grantor Share until all products outlined in Exhibit E (Performance Measures) of this Agreement are submitted and approved by Grantor.

Upon satisfactory completion of the work performed under the Agreement, as a condition before final payment under the Agreement or as a termination settlement under the Agreement the Grantee must execute and deliver to the Grantor a release of all claims against the Grantor arising under the Agreement. Unless otherwise provided in the Agreement or in another writing executed by both the Grantor and the Grantee, final payment under the Agreement or settlement upon termination of the Agreement shall not constitute a waiver of any claim that the Grantor may have pertaining to the Agreement against any party affected by the Agreement.



EXHIBIT D

CONTACT INFORMATION

**CONTACT FOR NOTIFICATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

**GRANTOR CONTACT**

Name: Jeffrey Edstrom  
 Title: Environmental Protection Specialist  
 Address: Illinois Environmental Protection Agency  
Bureau of Water, Nonpoint Source Unit  
Mail Code #15  
P.O. Box 19276  
Springfield, Illinois 62794-9276  
 Phone: (217) 782-3362  
 TTY#: \_\_\_\_\_  
 Fax#: \_\_\_\_\_  
 E-mail \_\_\_\_\_  
 Address: jeffrey.edstrom@illinois.gov

**GRANTEE CONTACT**

Name: Sarah Hunn  
 Title: Director of Stormwater Management  
 Address: County of DuPage  
421 N. County Farm Road  
Wheaton, Illinois 60187  
 Phone: 630-407-6676  
 TTY #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_  
 E-mail: sarah.hunn@dupageco.org  
 Additional Information: \_\_\_\_\_

## EXHIBIT E

### PERFORMANCE MEASURES

Under this Agreement, the Grantee shall complete\* the following tasks.

\*All submissions shall be sent to the Grantor Contact as identified in Exhibit D of this Agreement and shall be submitted electronically unless otherwise specified by the Grantor.

#### PROJECT COORDINATION

1. Serving as the lead agency, the Grantee shall coordinate the implementation of the nonpoint source pollution control best management practice (BMP) designs as developed and approved under Item 2 of this Agreement. The Grantee shall ensure that the designs are consistent with the goals of the Winfield Creek Watershed-based Plan, the DuPage River/Salt Creek Watershed TMDL Report and the Illinois' Nonpoint Source Management Program. The Grantee shall also coordinate the development and installation of educational signs and any newsletter and social media activities.

#### BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION

2. The Grantee shall complete the BMP Documentation Form (Part I) and compile all design supplemental information (Design) for the BMPs identified in Exhibit A of this Agreement. The Design shall include all plans and specifications, operation and maintenance plans (O&M Plan), a description of installation and construction techniques, and materials to be used (including plant species).

The Design shall meet the requirements of at least one of the following current documents: 1) the Natural Resources Conservation Service (NRCS) Technical Guide and Engineering Field Manual, 2) the Illinois Urban Manual, and/or 3) the Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois. The Design shall be certified by a registered professional engineer or NRCS staff unless the Grantee obtains a written waiver from this certification requirement from the Grantor.

Part I and the Design shall be submitted by the Grantee to the Grantor for review and approval by October 13, 2023. Upon Grantor's request, Part I and the Design shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. No activities related to BMP implementation shall be started until the BMP Design is approved by the Grantor.

An O&M Plan shall be developed to ensure the long-term viability (no less than 10 years) for the BMPs implemented under this Agreement. The O&M Plan shall identify inspection needs and management activities such as sediment and debris removal, replacement of vegetation and hardware, chemical treatment, etc. The O&M Plan shall identify both coordinating (i.e., local governments) and participating (i.e., citizen groups, landowners) parties to carry out inspection and management needs, as well as the financial resources necessary for implementation of the O&M Plan.

The O&M Plan shall be submitted by the Grantee to the Grantor for review and approval by October 13, 2023. Upon Grantor's request, the O&M Plan shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. No activities related to BMP implementation shall be started until the O&M Plan is approved by the Grantor.

The Grantee shall design a sign, to be posted at the BMP sites, which acknowledges the participating agencies and identifies Section 319 of the Clean Water Act as a funding source of the project. The Grantee shall complete and submit a sign design to the Grantor for review and approval by October 13, 2023. Upon Grantor's request, the sign design shall be re-submitted containing all required modifications by the Grantee to the Grantor for

review and approval. The Grantee shall erect the sign prior to the installation of the BMP(s) and for a period thereafter as mutually agreed upon by the Grantee and the Grantor.

The Grantee shall secure any necessary permits prior to the implementation of the Design developed under Item 2 of Exhibit E of this Agreement. In the event that the Grantee does not own the entire project site, the Grantee shall enter into legally binding agreements with participating landowners to ensure that the BMPs are maintained as designed and that the O&M Plans are implemented for no less than 10 years from the implementation of the BMPs. The Grantee shall submit a draft of the agreement to the Grantor for review and approval by October 13, 2023. The Grantee shall submit a copy of the executed agreement(s) to the Grantor prior to the implementation of the BMP.

Implementation of the BMP Designs developed in accordance with Item 2 of Exhibit E of this Agreement must begin by May 15, 2024. In the event that construction and implementation of the Designs has not begun by May 15, 2024, the Grantee, or its Assigns, shall immediately discontinue all work on the Design implementation, unless an extension is requested by the Grantee and approved by the Grantor prior to April 15, 2024. In the event of such a discontinuation of work, limited costs incurred in association with the BMP Design will be eligible for reimbursement by the Grantor.

The Grantee shall complete the implementation of the BMPs by November 30, 2024. Upon completion of the BMPs, the Grantee shall complete and submit Part II of the BMP Documentation Form with all supporting documentation to the Grantor by January 30, 2025. Support documentation includes invoice and photographic documentation.

#### NEWSLETTERS AND SOCIAL MEDIA

3. The Grantee shall release periodic updates through existing newsletters (at least 4 articles) and social media (at least 4 posts) to inform the public about the Winfield Creek Stream Restoration Project. The newsletters and social media can provide detail about implementation of the specific practices and their benefits to improve water quality through the reduction of NPS pollution. The information can also include topics such as: the history of the site, NPS pollution, watersheds, and local watershed planning efforts, how BMPs can improve the water quality of Winfield Creek, or actions that the public can take to protect the creek.

The Grantee shall submit draft articles and social media posts to the Grantor for review and approval at least two weeks prior to the planned release dates. Upon Grantor's request, the draft articles and/or social media posts shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. The first article and social media shall be published by July 1, 2023. The final article and social media shall be published by the Grantee April 14, 2025.

#### EDUCATIONAL SIGNAGE

4. The Grantee shall create and install five (5) educational signs on the project site to inform the public about the Winfield Creek Stream Restoration Project. The signs should provide detail about implementation of the specific practices and their benefits to improve water quality through the reduction of NPS pollution. These signs can also include topics such as: the history of the site, NPS pollution, watersheds, and local watershed planning efforts, how BMPs can improve the water quality of Winfield Creek, or actions that the public can take to protect the creek.

The draft educational sign designs shall be completed and submitted by the Grantee to the Grantor by October 13, 2023. Upon grantor's request, the draft educational sign designs shall be resubmitted containing all required modifications by the Grantee for review and approval. The final educational sign designs shall be completed and submitted by the Grantee to the Grantor by January 13, 2024. All signs shall be installed by January 10, 2025.

**PROJECT REPORT**

5. The Grantee shall evaluate and prepare a report on the success of the Winfield Creek Stream Restoration Project in terms of water quality and NPS pollution control. The report shall document the grant agreement number, the project period, project title, tasks, implementation schedule, budget, obstacles and successes encountered during implementation of the project. For all BMP implementation developed under Item 2 of this Agreement, the report shall include pre and post conditions, pollutant load reduction amounts for sediment, phosphorus, and nitrogen, the type and location of practices, plans and specifications, the O & M Plan, a description of installation and construction techniques, and materials used (including plant species). The Draft Project Report shall be completed and submitted by the Grantee to the Grantor for review and approval by November 30, 2024. The Final Project Report shall be completed, and two (2) paper copies and one (1) electronic copy submitted by the Grantee to the Grantor by February 30, 2025.

DRAFT

**EXHIBIT F**

**PERFORMANCE STANDARDS**

All products produced, and all work performed by the Grantee under this Agreement shall be subject to review and approval by the Grantor to determine eligibility and acceptability in meeting the terms and intent of this Agreement.

The Grantee shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Grantee under this Agreement. The Grantee must, without additional financial assistance, correct or revise any errors or deficiencies in its services.

The Grantee will perform such services as necessary to accomplish the objectives of this Agreement, in accordance with all the terms of this Agreement.

DRAFT

**EXHIBIT G**  
**SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

DRAFT

**PART TWO – THE GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

In reference to Part One, Article IV, Item 4.7 of this Agreement, the Grantee is not required to submit payment requests to the Grantor within fifteen (15) days of the end of the quarter but may instead request reimbursement of incurred costs as needed within the Agreement Term but may do so no more frequently than once per month.

In reference to Part One, Article XIII, Item 13.1 of this Agreement, the Grantee will submit the Periodic Financial Report by the fifteenth (15th) of January, April, July, and October occurring during the Agreement Period.

In reference to Part One, Article XIV, Item 14.1 of this Agreement, the Grantee will submit the Periodic Performance Report with supplemental attachment by the fifteenth (15th) of January, April, July, and October occurring during the Agreement Period.

In reference to Part One, Article XIV, Item 14.3 of this Agreement, the Grantee will submit the performance report supplemental attachment using the following format. The first page will include the project title, agreement number, the period of time that the report covers, and a table showing the entire list of Deliverables or Milestones (Exhibit B) and all deliverables defined in the strategies developed under this grant. The table shall include the task, its scheduled completion date, and current status. The remainder of the report will include the items listed in Section 14.3, plus information regarding what happened during this quarter and what is scheduled for the upcoming quarter. For projects implementing best management practices, the report will include a table of all projects, which lists the project owner, estimated date to be completed, implementation status, and comments as needed.

**PART THREE – THE PROJECT-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

The Grantee and the Grantor have the right to use (including, but not limited to, citing to, circulating, displaying, and reproducing) all products that result from the Grantee receiving financial assistance under this Agreement whether the product is developed by the Grantee or a sub-grantee.

The Grantee will include in any publications for external general circulation (including brochures, newsletters, and presentations materials) the following phrase: “Funding for this project provided, in part, by the Illinois Environmental Protection Agency through Section 319 of the Clean Water Act.”

The Grantee shall be available for coordination and progress briefings with the Grantor during the term of the Agreement. The dates and locations of these briefings shall be specified by the Grantor in consultation with the Grantee.

Upon completion of the Agreement, as a condition before final payment under the Agreement or as a termination settlement under the Agreement the Grantee must execute and deliver to the Grantor an amended Uniform Grant Budget Template that reflects any and all budget line item transfers made to the original Uniform Grant Agreement Budget, unless already addressed in an executed amendment to the Uniform Grant Agreement Budget Template.