



DU PAGE COUNTY

Stormwater Management Committee

Final Summary

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

Tuesday, November 7, 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 Evans and Seconded by Member Yusuf to allow Member DeSart and Member Nero to participate remotely. Upon a voice vote, the motion passed with all ayes.

2. ROLL CALL

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

3. PUBLIC COMMENT

The following individual offered public comment:
Kay McKeen- SCARCE

4. CHAIRMAN'S REMARKS - CHAIR ZAY

4.A Retirement Recognition for Tomaras Woods

Chairman Zay and Director Hunn each said a few words in recognition of the retirement of Tomaras Woods. They both thanked him and congratulated him on all his years of service to the County.

5. APPROVAL OF MINUTES

5.A [23-3243](#)

Stormwater Management Committee Meeting - Regular Meeting - Tuesday, October 3, 2023

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

6. CONSENT AGENDA

6.A [23-3383](#)

Earthwerks Land Improvement and Development Corporation, Inc. 3176-0001 SERV Contract Extension- time only, no change in contract amount. Change Order #4

Director Hunn addressed a question regarding item A from Member DeSart.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Nunzio Pulice

6.B [23-3395](#)

Pizzo & Associates LTD 4880-0001-SERV – Contract Extension, no change in contract amount. Contractor is committed to completing the work in the next growing season at no additional cost to the county. Performance standards were not met at the end of the contract term. A time extension with no increase in funding is requested.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Chester Pojack

6.C [23-3387](#)

Village of Downers Grove 6212-0001 SERV – This purchase order is decreasing in the amount of \$16,687.00 and closing due to the cancellation of the project.

Director Hunn addressed a question about item C from Member Pojack.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Asif Yusuf

6.D [23-3390](#)

Gatwood 5903-0001 SERV – This purchase order is decreasing in the amount of \$14,660.00 and closing due to the purchase order expiring.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

7. CLAIMS REPORTS

7.A [23-3464](#)

Schedule of Claims - October 2023

RESULT:	APPROVED
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MOVER:	Paula Garcia
SECONDER:	Lucy Evans

8. STAFF REPORTS

8.A [23-3405](#)

Decrease and Close contracts under \$10,000.00

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

8.B [23-3498](#)

2023 October Currents E-Newsletter

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Paula Garcia
SECONDER:	David Brummel

8.C [23-3499](#)

2023 November Program and Event Update

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Paula Garcia
SECONDER:	Asif Yusuf

9. ACTION ITEMS

9.A [23-3501](#)

Recommendation for acceptance of this First Amendment and Restatement of the West Lobe Easement between 83 East, LLC and DuPage County Stormwater Management. For parking and vehicular equipment storage along the West Lobe Haul Road adjacent to the Elmhurst Quarry.

RESULT:	APPROVED
MOVER:	Chester Pojack
SECONDER:	Lucy Evans

9.B [23-3503](#)

Recommendation for acceptance of this First Amendment and Restatement of the Parcel A Access Easement Agreement between 83 East, LLC and DuPage County Stormwater Management. For parking and vehicular equipment storage along the adjacent Salt Creek on the West Side of Route 83, which is part of the County Owned Elmhurst Quarry property.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

9.C [23-3643](#)

Recommendation for the approval of a contract purchase order to Gatwood Crane Services, to provide 'on call' crane service as needed to assist with operation and maintenance of flood control facilities, for Stormwater Management, for a contract total not to exceed \$24,508, per lowest responsible Bid #22-069-SWM, first option to renew.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

9.D [SM-R-0075-23](#)

Recommendation for approval of a Memorandum of Understanding between the County of DuPage, the Forest Preserve District of DuPage County and the DuPage River Salt Creek Workgroup for the installation of a fish passage system at the Fawell Dam Flood Control Facility.

Chair Zay and Director Hunn addressed a question on item D from Member Hinterlong.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Paula Garcia
SECONDER:	David Brummel

9.E [SM-R-0076-23](#)

Recommendation for the approval of an Intergovernmental Agreement between the County of DuPage and the Village of Lisle for the Main Street Storage Basin Project. (ARPA ITEM)

RESULT:	APPROVED AT COMMITTEE
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

9.F [SM-P-0067-23](#)

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois, and Naperville Township, for the Green Acres drainage project, for an agreement not to exceed \$45,000. (ARPA ITEM)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Chester Pojack
SECONDER:	Paul Hinterlong

9.G [SM-P-0068-23](#)

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois, and Naperville Township, for the Aero Estates drainage project, for an agreement not to exceed \$95,000. (ARPA ITEM)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

9.H [SM-P-0069-23](#)

Recommendation for the approval of a contract with V3 Construction Group, LTD., for the Main Street Basin Flood Control Project, for Stormwater Management, for a contract total amount not to exceed \$2,199,627.50, per lowest responsible Bid # 23-107-SWM. (PARTIAL ARPA ITEM)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

9.I [SM-P-0070-23](#)

Recommendation for the approval of a contract issued to Earthwerks Land Improvement and Development, Inc., for On Call Construction, for Stormwater Management, for a contract total not to exceed \$2,222,744; per lowest responsible Bid #22-102-SWM. Per renewal option under bid award 22-102-SWM, first option to renew. (PARTIAL ARPA ITEM)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

9.J [SM-P-0071-23](#)

Recommendation for the approval of a contract with Water Well Solutions Illinois Division LLC, to furnish all equipment, labor, material, tools and supervision necessary for well cleaning at the Wood Dale - Itasca Flood Control Facility, for Stormwater Management, for a contract total amount not to exceed \$151,190; per lowest responsible Bid #22-110-SWM. Per renewal option under bid award 22-110-SWM, first option to renew.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Nunzio Pulice
SECONDER:	Chester Pojack

9.K [SM-P-0065-23](#)

Recommendation for the approval of a contract issued to School and Community Assistance for Recycling and Composting Education (SCARCE), for Professional Education Services, for Stormwater Management, for the period of December 1, 2023 through November 30, 2024, for a contract total not to exceed \$235,000. (\$85,000 SWM and \$150,000 Environmental) 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.

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

9.L [SM-P-0066-23](#)

Recommendation to enter into a Joint Funding Agreement between The County of DuPage, Illinois and the United States Department of the Interior - U.S. Geological Survey (USGS), for Water Resources Investigations, for the period of December 1, 2023 through November 30, 2024, for Stormwater Management, for a contract total amount of \$373,000. USGS shall contribute \$167,600.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

10. DISCUSSION

10.A FY2024 Budget

Director Hunn updated the Committee on the FY2024 budget.

11. INFORMATIONAL

11.A [23-3349](#)

Recommendation for the approval of a contract to HazChem Environmental Corp., to provide hazardous material testing, disposal, and emergency services, as needed for the Division of Transportation (\$20,000) and Stormwater Management (\$9,000), for the period January 1, 2024 through December 31, 2024, for a contract total not to exceed \$29,000; per renewal option under quote award 21-094-DOT, second renewal.

RESULT: ACCEPTED AND PLACED ON FILE

MOVER: David Brummel

SECONDER: Paula Garcia

11.B [23-3582](#)

Recommendation for the approval of a purchase order to Zips Car Wash, LLC d/b/a Jet Brite Car Wash, to provide unlimited car washes, including undercarriage wash and rust inhibitor, as needed for the DuPage County fleet of vehicles, for the period November 8, 2023 through November 7, 2024, for a contact total not to exceed \$29,900; per low bid #23-117-DOT.

RESULT: ACCEPTED AND PLACED ON FILE

MOVER: Chester Pojack

SECONDER: Paula Garcia

11.C [FM-P-0085-23](#)

Recommendation for the approval of a contract to GenServe LLC, for semi-annual inspection, preventative maintenance, and emergency call out service for campus backup emergency generators, for the two-year period of November 1, 2023 through October 31, 2025, for a contract total amount not to exceed \$135,912; per lowest responsible bid #23-099-FM. (\$96,000 for Facilities Management, \$5,000 for Animal Services, \$10,000 for the Division of Transportation, \$9,912 for Stormwater, and \$15,000 for ETSB)

RESULT: ACCEPTED AND PLACED ON FILE

MOVER: Paula Garcia

SECONDER: Paul Hinterlong

12. OLD BUSINESS

Member Evans thanked Tomaras Woods for his years of service to the County.

Chair Zay and Director Hunn informed the Committee that the new pumps were delivered for the Elmhurst Quarry.

13. NEW BUSINESS

Chair Zay and Director Hunn addressed a question from Member DeSart regarding how much is left in the Stormwater ARPA funds.

14. ADJOURNMENT

A motion was made by Member Tornatore and seconded by Member Hinterlong to adjourn at 7:53 AM. Upon a voice vote, the motion passed with all ayes.



Minutes

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

File #: 23-3243

Agenda Date: 11/7/2023

Agenda #: 5.A



DU PAGE COUNTY

Stormwater Management Committee

Final Summary

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

Tuesday, October 3, 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 Brummel and seconded by Member Evans to allow Member Rutledge to join the Stormwater Management Committee for purposes of a quorum. Upon a voice vote, the motion passed with all ayes.

2. ROLL CALL

County Board Member Patty Gustin was in attendance.

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

3. PUBLIC COMMENT

The following individual offered public comment:
Kay McKeen- SCARCE

The following individual is record of attendance only:
Bev Jaszczurowski- SCARCE

4. CHAIRMAN'S REMARKS - CHAIR ZAY

No remarks were offered.

5. APPROVAL OF MINUTES

5.A [23-2954](#)

Stormwater Management Committee Meeting - Regular Meeting - Tuesday, September 5, 2023

RESULT:	APPROVED
MOVER:	Sam Tornatore
SECONDER:	Lucy Evans

6. CLAIMS REPORTS

6.A [23-3104](#)

Schedule of Claims - September 2023

RESULT:	APPROVED
MOVER:	David Brummel
SECONDER:	Lucy Evans

7. BUDGET TRANSFERS**7.A [23-3106](#)**

Transfer of funds from 1600-3000-50040 (Part Time Help) \$20,000.00 to 1600-3000-50010 (Overtime) \$14,000.00 and 1600-3000-50050 (Temporary Salaries) \$6,000.00. Budget transfer needed to cover the final cost of FY23. Additional costs beyond normal budget costs are due to overtime and temporary salaries from the department's field crew working during flood operations and projected snow plowing operations.

RESULT:	APPROVED
MOVER:	Sam Tornatore
SECONDER:	Lucy Evans

8. STAFF REPORTS

Motion to Combine Items

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

8.A [23-3127](#)

2023 October Program and Event Update

8.B [23-3128](#)

2023 September Currents E-newsletter

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

9. ACTION ITEMS**9.A [23-3029](#)**

Action Requested: Staff is requesting approval to open the Water Quality Improvement Program Grant for FY2024. Submission deadline is January 5, 2024.

RESULT:	APPROVED
MOVER:	Sheila Rutledge
SECONDER:	Lucy Evans

9.B [23-3111](#)

Recommendation for the approval of a contract to Russo Power Equipment, to furnish and deliver one (1) Kubota Mower Model ZD1211-60, for Stormwater Management, for a contract total not to exceed \$16,250; per lowest responsible bid #23-120-SWM.

RESULT:	APPROVED
MOVER:	Chester Pojack
SECONDER:	Lucy Evans

9.C [23-3222](#)

PRESENTATION: DRSCW- Stephen McCracken- Nutrient Implementation Plan

Mr. McCracken addressed questions from the Committee at the conclusion of his presentation.

9.D [23-3180](#)

Action Requested: Stormwater staff and the DuPage River Salt Creek Workgroup (DRSCW) are requesting support in continued efforts in development of the Nutrient Implementation Plan.

RESULT:	APPROVED
MOVER:	Lucy Evans
SECONDER:	Sheila Rutledge

10. DISCUSSION

10.A FY2024 Budget

Due to time constraints the 2024 Budget discussion was postponed to the November Stormwater Management Committee meeting.

11. INFORMATIONAL

11.A [DC-P-0017-23](#)

Recommendation for the approval of a contract to Accela, Inc., for annual subscription service for Velosimo software integration between Accela on-line permitting software and Bluebeam plan review software, for the period of December 1, 2023 through November 30, 2024, for a contract total amount not to exceed \$30,618 (Building &

Zoning - \$7,654.50, Division of Transportation - \$7,654.50, Public Works - \$7,654.50, Stormwater - \$7,654.50). Per 55 ILCS 5/5-1022 (d) IT/Telecom purchases under \$35,000.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	David Brummel
SECONDER:	Lucy Evans

12. OLD BUSINESS

No old business was discussed.

13. NEW BUSINESS

Member Rutledge promoted composting.

14. EXECUTIVE SESSION

A motion was made by Member Tornatore and seconded by Member Brummel that pursuant to Open Meetings Act 5 ILCS 120/2 (c) (2), 120/2 (c) (11), and 120/2 (c) (21), the Committee move into Executive Session for the purpose of discussing the Biannual Review of Executive Session minutes. The motion carried on a roll call vote, all "ayes".

RESULT:	ENTER INTO EXECUTIVE SESSION
MOVER:	Sam Tornatore
SECONDER:	David Brummel

14.A Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (21) Biannual Review of Executive Session Minutes

A motion was made by Member Rutledge and seconded by Member Brummel to adjourn Executive Session into Regular Session. The motion carried on a roll call, all "ayes".

15. MATTERS REFERRED FROM EXECUTIVE SESSION MINUTES

15.A Disposition of Executive Session Minutes

A motion was made by Member Rutledge and seconded by Member Brummel to keep confidential the minutes of the September 5, 2019 meeting and release the minutes of the March 7, 2023 meeting. The motion carried on a roll call, all "ayes".

RESULT:	APPROVED
MOVER:	Sheila Rutledge
SECONDER:	David Brummel
AYES:	Brummel, Eckhoff, Evans, Pojack, Rutledge, Tornatore, and Zay
ABSENT:	DeSart, Garcia, Hinterlong, Nero, Pulice, and Yusuf

16. ADJOURNMENT

A motion was made by Member Tornatore and seconded by Member Evans to adjourn at 7:59AM.



Consent Item

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

File #: 23-3383

Agenda Date: 11/7/2023

Agenda #: 6.A



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 16, 2023

MinuteTraq (IQM2) ID #: 22274

Purchase Order #: 3176-0001SERV	Original Purchase Order Date: Apr 11, 2018	Change Order #: 4	Department: Stormwater Management
Vendor Name: Earthwerks Land Improvement & Development Corporation, Inc.	Vendor #: 11452	Dept Contact: Jamie Lock	
Background and/or Reason for Change Order Request:	Time Extension - A time extension is necessary in order to allow more time for the vegetation establishment project. This requirement must be met prior to completion as a condition of the permits received for the project.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$2,452,982.80
B	Net \$ change for previous Change Orders	\$197,017.20
C	Current contract amount (A + B)	\$2,650,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$0.00
E	New contract amount (C + D)	\$2,650,000.00
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	8.03%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

- ☒ Increase (greater than 29 days) contract expiration from: Nov 30, 2023 to: Nov 30, 2025
- ☐ Increase \geq \$2,500.00, or \geq 10%, of current contract amount ☐ Funding Source _____
- ☐ OTHER - explain below:

JCL	6705	Oct 16, 2023	<i>SLD</i>	6676	10.17.23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Decision Memo

Procurement Services Division

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

Date: Oct 16, 2023

MinuteTraq (IQM2) ID #: 22274

Department Requisition #: 16001807

Requesting Department: Stormwater Management	Department Contact: Jamie Lock
Contact Email: jamie.lock@dupageco.org	Contact Phone: 630-407-6705
Vendor Name: Earthwerks Land Improvement and Development	Vendor #: 11452

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

Time Extension - A time extension is necessary in order to allow more time for the vegetation establishment project. This requirement must be met prior to completion as a condition of the permits received for the project.

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

The Redmond Reservoir Expansion Project was constructed in 2018-19. The project is currently in the vegetation establishment period, where all restoration is required to meet performance standards prior to permit sign off. In order for the project to remain in compliance with the regulatory permits for the project, the contractor needs to continue actively managing the project site.

Strategic Impact

Quality of Life

Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

The contractor needs to continue managing the project so it is in compliance with the project specifications and the project can function as designed.

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

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

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

Staff recommends the contract extension to allow the contractor to complete the project. If the contract is not extended, another contractor will need to be selected to complete these tasks, which will cost additional funds and time to complete the project, potentially compromising the integrity of the project while another contractor is selected. This portion of the project must be completed in order to receive regulatory signoff.

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

N/A - time extension only



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: Oct 10, 2023

Bid/Contract/PO #: 22-102-SWM

Company Name: EarthWerks Land Imp & Dev Corporation	Company Contact: Dan Davies
Contact Phone: 630-482-2341	Contact Email: LDAVIES@earthwerksinc.com

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

- 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

- 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

Dan Davies

Title

President

Date

Oct 10, 2023



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



Consent Item

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

File #: 23-3395

Agenda Date: 11/7/2023

Agenda #: 6.B



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 17, 2023

MinuteTraq (IQM2) ID #: 23-3395

Purchase Order #: 4880-1-SERV	Original Purchase Order Date: Oct 13, 2020	Change Order #: 1	Department: Stormwater Management
Vendor Name: Pizzo & Associates LTD		Vendor #: 32985	Dept Contact: Alicia Favela Perez
Background and/or Reason for Change Order Request:	Extend contract to November 30, 2024, there is no change in the contract amount.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

☐ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☒ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$14,640.10
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$14,640.10
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$0.00
E	New contract amount (C + D)	\$14,640.10
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

☒ Increase (greater than 29 days) contract expiration from: Nov 30, 2023 to: Nov 30, 2024

☐ Increase \geq \$2,500.00, or \geq 10%, of current contract amount ☐ Funding Source _____

☐ OTHER - explain below:

AFP	6698	Oct 17, 2023	<i>SA</i>	6676	10.19.23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Decision Memo

Procurement Services Division

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

Date: Oct 17, 2023

MinuteTraq (IQM2) ID #: 23-3395

Department Requisition #: _____

Requesting Department: Stormwater Management	Department Contact: Jen Boyer
Contact Email: Jen.Boyer@dupageco.org	Contact Phone: 630/407-6727
Vendor Name: Pizzo & Associates LTD	Vendor #: 32985

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

Extension of an existing contract, no increase in funding

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

Contractor is committed to completing the work in the next growing season at no additional cost to the county. Performance standards were not met at the end of the contract term. A time extension with no increase in funding is requested.

Background: Approximately 0.5 acres of turf lawn was converted to a native meadow with flowers for pollinating insects on the west side of the 421 building on the DuPage County campus. Permanent educational signage will be placed near the meadow. Stormwater Management received \$5,000 in grant funds. Deep rooted native plants provide stormwater benefits for water quality and reduce runoff. Education about pollinators, native plants, and stormwater will benefit the public and help to meet outreach goals in the Stormwater Plan and the County's NPDES permit.

Strategic Impact

Quality of Life

Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

Native plantings are a holistic way to support employee and public wellness by encouraging time outdoors in close proximity to nature. Support for ecosystem health by leading by example. Providing public education for the ecosystem benefits of native environments in place of traditional turf.

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

In 2020, A bid process was used through the county's procurement office. Four vendors were contacted and three responded with Pizzo and Associates was the lowest bidder. Internal staff were used to design the plan and prepare the specifications at a cost savings. Contractor is working in good faith and is qualified to finish the work. Hiring a new contractor would incur additional expense.

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

Recommended: Extend the contract to allow the contractor to meet performance standards at no additional cost to the county
Alternative: close the contract and manage the area at the county's expense

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

FY24 1600-3000-53340
2024-\$1,464.01



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: Oct 18, 2023

Bid/Contract/PO #: 4880-0001 SERV

Company Name: Pizzo & Associates, Ltd.	Company Contact: Krystal Lee
Contact Phone: 815-826-0748	Contact Email: krystall@pizzo.info

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 Krystal Lee

Printed Name Krystal Lee

Title Business Development and Growth Manager

Date October 18, 2023

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



Consent Item

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

File #: 23-3387

Agenda Date: 11/7/2023

Agenda #: 6.C



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 16, 2023

MinuteTraq (IQM2) ID #: 23-3387

Purchase Order #: 6212-1-SERV	Original Purchase Order Date: Jun 14, 2022	Change Order #: 1	Department: Stormwater Management
Vendor Name: Village of Downers Grove		Vendor #: 10128	Dept Contact: Alicia Favela Perez
Background and/or Reason for Change Order Request:	(\$16,687.00) Decrease and Close Contract		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$16,687.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$16,687.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$16,687.00)
E	New contract amount (C + D)	\$0.00
F	Percent of current contract value this Change Order represents (D / C)	-100.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-100.00%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

AFP	6698	Oct 16, 2023	<i>SSA</i>	6676	10.17.23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		

Consent



Consent Item

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

File #: 23-3390

Agenda Date: 11/7/2023

Agenda #: 6.D



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 16, 2023

MinuteTraq (IQM2) ID #: 23-3390

Purchase Order #: 5903-1-SERV	Original Purchase Order Date: Jun 7, 2022	Change Order #: 2	Department: Stormwater Management
Vendor Name: Gatwood		Vendor #: 20583	Dept Contact: Alicia Favela Perez
Background and/or Reason for Change Order Request:	(\$14,660.00) Decrease and Close Contract		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$24,508.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$24,508.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$14,660.00)
E	New contract amount (C + D)	\$9,848.00
F	Percent of current contract value this Change Order represents (D / C)	-59.82%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-59.82%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

AFP	6698	Oct 16, 2023	<i>SFA</i>	6676	10.17.23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		

Consent



Payment of Claims

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

File #: 23-3464

Agenda Date: 11/7/2023

Agenda #: 7.A

DUPAGE COUNTY STORMWATER MANAGEMENT
SCHEDULE OF CLAIMS
Oct-23

Vendor	Service	Amount
SCARCE	Water Quality Education	\$ 3,214.63
AEP	Utility supply at EQ	\$ 55.46
Amazon	phone case	\$ 11.98
Amazon	Air Conditioning unit	\$ 399.95
AT & T	Phone services	\$ 48.83
AT & T	Armstrong Park Phone services	\$ 76.88
AT & T	Private Network for Facilities	\$ 1,218.47
CB Burke	Bat Habitat	\$ 2,175.00
Ciorba	Permitting assistance	\$ 11,426.10
ComEd	4013 Washington DG Electrical services	\$ 21.98
ComEd	ES Fanchon 1S Electric services	\$ 123.82
ComEd	Pump station 397 Illini Electric services	\$ 253.94
ComEd	ES River Rd. 3N Rt 34 Electric services	\$ 297.10
Joe Matozzi	Reimb. For Safety shoes	\$ 143.27
Robinson Eng.	On-call Engineering	\$ 511.69
Verizon	Wireless services	\$ 1,262.17
Village Automotive	Vehicle repairs	\$ 765.65
Conservation Foundation	Water Quality Education	\$ 6,090.00
Encap	Native vegetation mtce	\$ 15,185.25
ERA	Professional services	\$ 508.80
GeoKon	Digital Inclinator	\$ 8,781.21
Grainger	Water quality supplies	\$ 224.21
Pizzo	Native vegetation mtce	\$ 31,418.43
Red Wing Shoes	Safety shoes - Kepich	\$ 195.49
Skyline Tree Service	Tree removal/work	\$ 3,645.00
Strand Associates	On-call Engineering	\$ 3,410.95
V3 Companies	Lacey Creek Watershed	\$ 163.80
V3 Companies	Native vegetation mtce	\$ 1,318.56
Village of Westmont	61ST & CUMNOR RD. PRJT	\$ 33,529.36
Home Depot	Tools	\$ 113.93
Advance Auto	Various supplies	\$ 61.37
Avery Mumm	Reimb. of Real Estate fees	\$ 25.73
Gasperec Elberts	Surveying services	\$ 18,162.76
JX Truck	Fuel tank SWM40	\$ 1,047.83
Napa Auto Parts	Antifreeze SWM40	\$ 167.88
Signal 88	Security services	\$ 960.75
Urban Hydro	Technical Assistant	\$ 1,500.00
V3 Companies	On-call Engineering	\$ 2,994.10
V3 Companies	On-call Engineering	\$ 3,452.54
Belgio's Catering	Catering services	\$ 1,576.24
DuPage County	Copier usage/lease 5/14-8/13/23	\$ 1,067.81
DuPage County	Copier usage/lease 2/14-5/13/23	\$ 1,085.70
IL Tollway	Tollway charges 7/1/23-9/30/23	\$ 379.55
Pizzo	Native vegetation mtce	\$ 2,880.00
Pizzo	Native vegetation mtce	\$ 9,028.36
Amazon	Kubota tires	\$ 262.02
A & W Trailer	Cable for trailer	\$ 11.98
A & W Trailer	Lock for trailers	\$ 34.99

A & W Trailer	Various supplies	\$	185.44
A Block	truck tipping	\$	30.00
A Block	truck tipping	\$	30.00
A Block	truck tipping	\$	30.00
A Block	truck tipping	\$	60.00
AT & T	Phone services	\$	49.91
AT & T	Phone services	\$	50.77
AT & T	River Dumoulin Phone services	\$	74.86
AT & T	River Dumoulin Phone services	\$	85.76
AT & T	WoodDale Itasca Phone services	\$	90.95
AT & T	River Dumoulin Phone services	\$	94.31
B & H Photo	Camaras	\$	2,211.80
City of Wood Dale	Water/sewer 301 School	\$	40.79
Comcast	Secondary internet service at EQ	\$	3,760.74
ComEd	701 W Third St. Electric services	\$	19.55
ComEd	SS Irving Park 1W Electric services	\$	27.33
ComEd	SS Hagar 1W Electric services	\$	34.75
ComEd	4525 River Dr. #3 Electric service	\$	35.30
ComEd	4525 Dumoulin Electric services	\$	75.56
ComEd	4720 Dumoulin Electric services	\$	81.55
ComEd	NS CNWR 1E W Elmhurst Electric Services	\$	363.30
ComEd	NS School St. Electric services	\$	718.58
ComEd	4723 River Dr. Electric services	\$	40.39
ComEd	150 N. IL Rt.83 Electric services	\$	163.45
Runnion	Crane Repair	\$	1,520.55
Action Screen Print	Employee polos	\$	1,339.20
City of Wheaton	Real Estate exempt transfer stamp various prop	\$	125.00
DuPage County	Copy paper	\$	116.67
Graybar	Electrical products	\$	4,774.03
Home Depot	mulch	\$	23.82
Home Depot	Various supplies	\$	37.82
Home Depot	Various supplies	\$	67.52
Home Depot	Grinder & blades	\$	75.94
Home Depot	Various supplies	\$	121.72
Home Depot	Various supplies	\$	153.46
Home Depot	Various supplies	\$	186.29
Kipps	Blades for Chain saw	\$	170.62
Mary Beth Falsey	Reimb. for Parking fees at Event	\$	75.00
Mary Beth Falsey	Reimb. For WECTEC Event	\$	1,575.00
Nicor Gas	301 W. School Natural gas services	\$	57.02
ODP	tissues	\$	44.97
Red Wing Shoes	Safety shoes - Druger	\$	200.00
Red Wing Shoes	Safety shoes - Klasen	\$	200.00
USPS	Postage- August 2023	\$	56.03
V3 Companies	Native vegetation mtce	\$	12,119.96
DuPage County	FY22 Allocated cost	\$	314,368.00
DuPage County DOT	Fuel Charges 3rd Qtr. 6/1-8/31/23	\$	2,800.47
DuPage County DOT	Vehicle repairs 3rd Qtr. 6/1-8/31/23	\$	3,647.66
Amazon	Tires	\$	262.02
Rapidview	Parts/labor for repairs to IBAK	\$	544.81
Rapidview	Parts/labor for repairs to IBAK	\$	1,438.36
Rapidview	Parts/labor for repairs to IBAK	\$	1,619.38
College of DuPage	Class 11/21/23 - Hunn	\$	225.00
DuPage Topsoil	Dirt	\$	195.00
ECT	HSPF Hydrologic	\$	3,977.50

ERA	Floodplain mapping	\$	1,411.20
Fleet Safety Supply	vehicle safety equipment SWM70	\$	2,479.44
Fox Valley Fire & Safety	Fire Extinguisher service	\$	11.25
Fox Valley Fire & Safety	5-Fire Extinguishers	\$	320.00
Grainger	wire rope	\$	46.08
Hazchem	Hazardous Waste/Emergency Disposal	\$	2,175.80
Red Wing Shoes	Safety shoes - Batista	\$	195.49
Russo	Husky III rope	\$	563.98
Russo	Riding Mower	\$	16,250.00
SCADACORE	Yearly monitoring	\$	360.00
SCARCE	Water Quality Education	\$	5,480.75
Trotter & Associates	Drainage & Flood control svcs	\$	18,390.69
Trotter & Associates	Drainage & Flood control svcs	\$	22,069.75
V & R Tire/Favia	Tire repairs SWM #60	\$	555.93
B & H Photo	Camaras	\$	2,349.52
FirstNet/ATT	Cellular services	\$	1,951.76
Runnion	Crane Repair	\$	13,506.97
Seiler	Bluebeam Annual subscription	\$	900.00
AEP	Utility supply at EQ	\$	58.94
AT & T	Long distance phone services	\$	46.70
AT & T	Phone services	\$	52.02
AT & T	River Dumoulin Phone services	\$	54.93
AT & T	Armstrong Park Phone services	\$	80.13
Ciorba	Permitting assistance	\$	9,967.30
ComEd	ES River Rd. 3N Rt 34 Electric services	\$	252.98
Nicor Gas	800 N. River Rd. Natural gas services	\$	175.24
ODP	Various supplies	\$	29.29
ODP	Various supplies	\$	34.94
ODP	Various supplies	\$	630.00
Pizzo	Seed Installation	\$	1,464.01
Sarah Hunn	Drone Test	\$	875.00
Strand Associates	On-call Engineering	\$	688.10
V3 Companies	Native vegetation mtce	\$	11,450.77
Zoro	Employee safety shoes - Borowiak	\$	161.49
Trotter & Associates	Drainage & Flood control svcs	\$	12,437.50



Staff Report

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

File #: 23-3405

Agenda Date: 11/7/2023

Agenda #: 8.A

Decrease and Close Contracts under \$10,000

PO-Number	Vendor	Vendor #	Description	Amount Remaining	Agreement Amount	Percent
5818	Strand Associates	19721	On-Call Engineering/professional services	\$ 0.01	\$ 69,999.99	0.00%
5950	Altorfer Industries	30492	Caterpillar Mini Hydraulic	\$ -	\$ 33,200.00	0.00%
5942	SCARCE	10922	Water Quality Education	\$ -	\$ 77,000.00	0.00%
6067	The Conservation Foundation	10638	Water Quality Education	\$ -	\$ 35,000.00	0.00%
5587	V3 Companies of IL LTD	10802	Professional On-call services	\$ -	\$ 200,000.00	0.00%
5991	Rubino Engineering	13993	Professional services	\$ -	\$ 24,800.00	0.00%
6210	Milton Highway	10331	Poss Rd. culvert Maintenance	\$ 5,570.00	\$ 14,430.00	38.60%
6214	Village of Westmont	10469	61st & Cumnor Rd. Detention Basin Retrofit p	\$ -	\$ 134,211.55	0.00%
				\$ 5,570.01		



Staff Report

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

File #: 23-3498

Agenda Date: 11/7/2023

Agenda #: 8.B

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DuPage County Stormwater Management News & Updates

DuPage County, Illinois sent this bulletin at 10/27/2023 09:37 AM CDT

October 2023

[View this email in your browser](#)



SWM Accepting Water Quality Grant Applications



Click the image above to explore the Water Quality Improvement Program Story Map.

The DuPage County Stormwater Management Planning Committee voted in October to begin accepting grant proposals for projects aimed at improving the quality of the County's waterbodies. In its 25th year, the Water Quality Improvement Program (WQIP) grant awards funding for projects exhibiting a regional water quality benefit, including green infrastructure and ecological restoration projects. Under the program, organizations and individuals may apply for reimbursement of up to 25 percent of construction costs for portions of projects that improve water quality. Since the program began, SWM has awarded over \$6.3 million dollars to 108 projects across the County. The application deadline is Friday, January 5, 2024. Click below for more information and a link to the online application.

[More Info](#)

The Conservation Foundation Seeking Volunteers for New Citizen Science Program



The Winter Chloride Watchers test kit makes it easy to monitor local waterways for excess chlorides.

The Conservation Foundation is introducing a new way for DuPage County residents to support the health of our local waterways. Winter Chloride Watchers is a program started by Illinois RiverWatch to support research on a rapidly growing wintertime pollutant: chlorides from road salt.

Volunteer Winter Chloride Watchers will learn the basics of chloride monitoring and take part in intermittent water testing at a local river or stream. **The time commitment is minimal:** attend a training, monitor a waterway of your choosing once a month from November through May, and fill out monthly reporting on a website. That's it! With this

data, our communities will gain a clearer picture of how chlorides affect aquatic life and how Salt Smart winter practices can reduce the amount of chlorides that reach waterways. Visit the link below for more details and to register for an upcoming training.

[More Info](#)

SWM Staff Get Their Drone Wings



Three new staff drone pilots put their flying skills to the test.

Five SWM staff members recently earned their licenses to pilot drones, which will expand the use of drones in many of the Department's operations. Flying a drone for commercial or civic purposes requires a fully fledged certification from the FAA, which meant going to flight school and taking an exam at nearby DuPage Airport. SWM has been working with drones since 2015, primarily to inspect facilities, look for stream blockages, and even for emergency search and rescue operations. The new pilots expect to make great use of the Department's small drone fleet in their work, including construction observation, wetland monitoring, flood damage assessment, permit inspections, and more.

Around Town

Located on DuPage County property in the Village of Lisle, the Stormwater Management Department is preparing to break ground on a flood control project called the Main Street Storage Flood Control Project. When complete, the project will provide over 3,500,000 gallons of additional stormwater storage, new storm sewer lines, and native habitat restoration. The project is expected to be awarded in November to the low bid contractor, with clearing work to begin shortly thereafter.



Aerial view of the project site for Main Street Storage facility.

Upcoming Events

Pollution Prevention Seminar for MS4 Communities

Thursday, November 2, 2023, 8:00 A.M. - Noon

SWM is hosting our annual training for municipal staff and consultants on Pollution Prevention in-person at Bloomingdale Golf Club this year. Guest speakers will be giving presentation on construction site sediment and erosion control. This seminar is for employees of DuPage County MS4 municipalities/townships, and not open for the public. If you are a community employee or consultant and have not received an invitation to register, please contact Raul Galvan at raul.galvan@dupageco.org.

2023 Pumpkin Smash: Green Your Halloween

Saturday, November 4, 2023, 9:00 A.M. - 12:00 P.M.

Don't trash it, smash it! Sponsored by SWM and coordinated by SCARCE, the Pumpkin Smash is an annual effort to divert pumpkins from landfills on the Saturday after Halloween. SCARCE provides locations for residents to drop off jack-o-lanterns to be composted. A list of DuPage County drop-off locations can be found at the link below. Last year, over 232 tons of pumpkins were composted!

[More Info](#)

Winter Chloride Watchers Training Session in Addison

Tuesday, November 7, 2023, 7:00 P.M. - 8:00 P.M.

Join the Conservation Foundation at Addison Village Hall to learn how to be a Winter Chloride Watcher! The program is a once-a-month commitment through the winter to testing a local waterway for chlorides, and reporting your results. This training session will teach you everything you need to know to make your work as easy as possible. Virtual training sessions will also be offered on November 14th, and December 6th. Click the link below to register!

[More Info](#)

Intro FEQ Hydraulic Modeling Class

Tuesday, November 7-Thursday, November 9, 2023, 8:00 A.M. - 4:00 P.M.

DuPage Stormwater and the Illinois Association for Floodplain and Stormwater Management are co-sponsoring an introductory class on FEQ Hydraulic Modeling. The class will run for three days at the DuPage County campus in Wheaton. The class will be limited to 25 attendees and offers Professional Development Hours and Continuing Education Credits. Register on the IAFSM website.

[Register Here](#)



Stormwater Management Planning Committee

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

David Brummel | Dawn DeSart | Lucy Chang Evans

Grant Eckhoff | Paula Deacon Garcia

Paul Hinterlong | Steve Nero | Chester Pojack

Nunzio Pulice | Sam Tornatore | Asif Yusuf

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Staff Report

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

File #: 23-3499

Agenda Date: 11/7/2023

Agenda #: 8.C



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services



STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

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

SUBJECT: Stormwater Program Update October 2023

DATE: November 7, 2023

Watershed Planning

Lacey Creek:

Supplemental survey information has been forwarded to our consultant to update the existing conditions hydraulic model. The updated hydraulic model will be used to identify existing flooding areas and to investigate solutions for those problem areas. Staff has been updating the existing condition economic model with additional residential structure survey information. The economic model will be used to calculate flood damages for the existing and proposed watershed conditions. Staff and our consultant are preparing for the first stakeholder meeting which is scheduled virtually over ZOOM for 2pm on November 16th. Lacey Creek is located entirely within County Board District 2 and the majority of the Lacey Creek Watershed is within Downers Grove with smaller portions extending into Lombard, Oak Brook and Unincorporated DuPage. (<https://us02web.zoom.us/j/81545420202?pwd=TmNPVm1DZ2EwMUdScmN3U2pnYWJaUT09>)

Facilities/Operations/ Shared Services Projects

Shared Services/Drainage Projects:

Under the drainage program, staff continues to work on various drainage projects. Most of the projects are under permit review and expected to break ground in the upcoming months, to work under frozen ground conditions and perform tree removals under the necessary schedule to avoid impacting the endangered Northern Illinois Long Eared Bat.

Staff also continues to work in conjunction with several townships to help solve drainage concerns countywide. Under Shared Services, staff is still assisting the Village of Burr Ridge with catchment maps for tributaries located within the Village's jurisdiction.

Facilities/Operations:

The stormwater flood control facilities continue to be maintained on a regular basis. No large facilities have been triggered by recent rain events.

Water Quality

DuPage County inspects storm sewer outfalls for illicit discharges on behalf of municipalities and townships for compliance with the IEPA Permit# ILR40. For 2023, inspections are targeted in East Branch Watershed. To date, 83% of scheduled inspections have been completed.

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

Regulatory

The Regulatory Group continues to experience a very high level of activity and continued productivity, primarily focused on conducting thorough permit reviews and ensuring adherence to Stormwater Ordinance compliance.

ARPA Update

Municipal & Township Match Funding:

Stormwater staff continues to receive and process reimbursement requests for ARPA projects completed by townships and municipalities. Staff has ongoing communication with each community with respect to status updates and reimbursement requests. All work for each project through November 30, 2023 will be received and processed in accordance with the County's fiscal year closeout process.

County Stormwater ARPA Projects:

The bid opening for the Main Street Storage Basin in Lisle (ARPA funded) was held on October 3rd. The project is expected to be awarded to the low bid contractor in November, with construction starting shortly thereafter. Staff has also worked with the Village of Lisle on an IGA for the project, also expected to be approved in November.

Design of the St. Joseph Creek Condominiums flood gate and flood wall project (FEMA & ARPA funded) is ongoing and under staff review. Staff continue to work with the Village of Lisle and the Condominium Homeowners Association (HOA) to complete the design of a shovel ready project. The consultant for the project has submitted an application for the IDNR/OWR Floodway Construction Permit and is currently preparing plans and report for the stormwater certification through the Village of Lisle. Staff is also working on a draft agreement between DuPage County and the HOA for the project.

A pre-application meeting for the Luther/High Ridge stormwater project was held on October 12th. Key staff and stakeholders were in attendance including the DuPage County Forest Preserve and the York Township Highway Department. This project will reduce overtopping on a York Township Road and was included in the Sugar Creek Watershed Plan. Our consultant is currently completing a tree survey for the project, as well as creating initial documents for required easements on Forest Preserve property.

Construction of another round of ARPA projects is expected to begin soon, starting with the Main Street Storage project in Lisle and a drainage project on Tamarack Drive in unincorporated Glen Ellyn. In late winter/ early Spring, Country Club Highlands Phase II in unincorporated Elmhurst is expected to break ground.

Upcoming DuPage County Stormwater Management (SWM) Events

Date	Time	Event	Location	Host Organization	SWM Involvement	Attendees	Register/Info
11/2/2023	8am-12pm	Pollution Prevention Seminar for MS4 Communities	Bloomingtondale Golf Club	SWM	Host	MS4 Professionals	Register Here
11/2/2023	7:30pm-8pm	Wood Dale Water Quality Flag Ceremony	Wood Dale City Hall	Wood Dale, SCARCE	Sponsor	General Public	N/A
11/4/2023	9am-1pm	2024 Pumpkin Smash	Countywide	SCARCE	Sponsor	General Public	TBA
11/7-11/9	8am-4pm	Intro FEQ Hydraulic Modeling Class	County Campus	SWM, IAFSM	Host	Professional	Register Here
11/7/2023	7pm-8pm	Chloride Watchers Volunteer Training	Addison Village Hall	TCF	Sponsor	General Public	Register Here
11/15/2023	2:15pm-3pm	Walker Elementary Water Quality Flag Ceremony	120 Walker Ave, Clarendon Hills	SCARCE	Sponsor	General Public	N/A
11/16/2023	2pm-3pm	Lacey Creek Stakeholder Meeting	Virtual	SWM	Host	General Public	Zoom Link
11/29/2023	7pm-8pm	"Be Salt Smart at Home" Webinar	Virtual	TCF	Sponsor	General Public	Zoom Link



Action Item

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

File #: 23-3501

Agenda Date: 11/7/2023

Agenda #: 9.A

**This instrument prepared by
and after recording return to:**

Byron L. Faermark
Williams & Kite, LLC
1900 S Highland Ave
Ste 100
Lombard, IL 60148

Space Above This Line Is For Recorder's Use Only

**FIRST AMENDMENT AND RESTATEMENT
WEST LOBE HAUL ROAD EASEMENT AGREEMENT**

THIS FIRST AMENDMENT AND RESTATEMENT of the West Lobe Haul Road Easement Agreement ("West Lobe Easement") by and between 83 East, LLC, an Illinois limited liability company ("Company") and successor in interest to Elmhurst Chicago Stone Company, a Delaware corporation, N/K/A Elmhurst-Chicago Stone Holdings Co., and the County of DuPage, Illinois, a body politic ("County") (collectively the "Parties").

RECITALS

WHEREAS, On February 27, 1992, the parties consummated a Real Estate Purchase and Sale Agreement wherein the County acquired certain interests in the Company's limestone quarry (the "Elmhurst Quarry") in furtherance of its Flood Control and Mitigation Project.

WHEREAS, the intent of the Parties at the time of the acquisition, was for the County to acquire those portions of the Elmhurst Quarry necessary to support the County's flood control and mitigation project, while the remainder of the Elmhurst Quarry was to be retained by the Company to support its ongoing business operations.

WHEREAS, the County currently owns the property legally described in **Exhibit A** (the "County Property") attached hereto and incorporated herein; and

WHEREAS, the Company currently owns the property legally described in **Exhibit B** (the "Company Property") attached hereto and incorporated herein; and

WHEREAS, the parties wish to clarify and refine certain provisions of the West Lobe Easement as set forth in the original West Lobe Haul Road Easement Agreement recorded as Document Number 92-033708 in the Office of the Recorder of Deeds of DuPage County, Illinois which was one of several easements entered into between the parties, ancillary to the acquisition of the Elmhurst Quarry in order to effectuate the Parties' intent; and

WHEREAS, County acknowledges that Company and its respective executors, administrators, grantees, directors, officers, employees, contractors, agents, successors, tenants, sublessees, licensees, invitees and assigns (collectively, “**Permittees**”) use certain portions of the County Property to gain access to and from the Company Property as depicted in the areas entitled “**Access Easement Area**” on Exhibit C attached hereto and to park and store vehicles, trailers and equipment as depicted in the areas entitled “**Parking Easement Area**” on Exhibit C attached hereto and as permitted herein; and

WHEREAS, County and Company desire to define the rights and obligations of County and Company with respect to the Access Easement Area and the Parking Easement Area (collectively, the “**Easement Premises**”); and

WHEREAS, County and Company desire to confirm that the Access Easement Area is intended to be an appurtenant, perpetual, non-exclusive easement for vehicles, trucks, trailers, equipment and pedestrian ingress and egress upon the County Property for the benefit of Company and its Permittees; and

WHEREAS, County and Company desire to confirm that the Parking Easement Area is intended to be an appurtenant, perpetual easement for vehicle, truck, equipment and trailer storage and parking over and upon the County Property for the exclusive benefit of Company and the Permittees; and

WHEREAS, County and Company desire to establish certain terms and conditions arising from and related to the use and maintenance of the Access Easement Area and Parking Easement Area.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Accuracy of Recitals**. The Parties hereby acknowledge the accuracy of the above referenced recitals and incorporate them herein by this reference.

2. **Access Easement**. Upon and subject to the terms, conditions and restrictions set forth herein, County hereby acknowledges its previous grants to the Company and its Permittees of a non-exclusive, perpetual easement over, across, and upon that portion of the County Property as legally described on and depicted as the “Access Easement Area” on **Exhibit C** attached hereto and incorporated herein, to provide the Company access for vehicles, trucks, trailers, equipment and pedestrians to and from the Company Property. For the avoidance of doubt, no parking or storage of vehicles, trailers or equipment is allowed over, across or upon the Access Easement Area, but will be allowed in the Parking Easement Area as set forth below.

3. **Parking and Vehicular and Equipment Storage Easement**. Upon and subject to the terms, conditions and restrictions set forth herein, County acknowledges its previous grant to the Company and its Permittees for perpetual easement over, across, and upon that portion of the County Property legally described on and depicted as the “Parking Easement Area” on **Exhibit C** attached hereto and incorporated herein, to provide the Company pedestrian, vehicle, truck, trailer and equipment access, and vehicle, truck, trailer and equipment parking and storage for the benefit of the Company Property. Said easement shall be for the exclusive use of the parties herein.

4. **Not a Public Dedication.** Nothing contained in this West Lobe Easement shall be deemed to be a gift or dedication of any portion of the County Property or the Easement Premises to or for the general public or any municipality, and this West Lobe Easement shall not be construed as creating any rights in the general public whatsoever, including but not limited to use by the public, it being the intention of the parties that this West Lobe Easement be strictly limited to and for the purposes expressly stated herein. Nothing herein, express or implied, shall confer upon any municipality or the general public any rights or remedies under or by reason of this instrument.

5. **Retained Rights.** Subject to the terms of this West Lobe Easement, the parties and their assigns, tenants, easement beneficiaries shall retain all rights to cultivate, use, and occupy the Access Easement Area in any manner that will not disturb, damage, destroy, injure, or obstruct the Easement Premises, and will not obstruct or interfere with each other's exercise of any rights or privileges granted by this West Lobe Easement at any time whatsoever, without the prior written consent of the other party.

6. **Maintenance and Improvement of Easement Premises.** The Company shall be solely responsible for all maintenance, including snow removal, of the Easement Premises. The Company shall have the right to improve the Easement Premises in any manner not inconsistent with the terms of this West Lobe Easement.

7. **Additional Easements.** The County shall have the right to grant additional access, utility or other easements over, upon and under, and the right to grant others the right to use the Access Easement Area provided said additional grants of easement do not interfere with the Company's use of the West Lobe Easement Area without the prior written consent of the Company.

8. **Covenants to Run with Land.** It is intended that the easements granted herein are for the benefit of and appurtenant to the Company Property and burdens the County Property. Each of the easements, agreements, covenants, privileges, conditions, restrictions, rights and obligations set forth in this West Lobe Easement shall run with the land of the County Property and the Company Property and create equitable servitudes in favor of the real property benefited thereby, shall be binding upon and inure to the benefit of the Parties to this West Lobe Easement, their respective heirs, executors, administrators, grantees, directors, officers, employees, contractors, agents, successors, tenants, sublessees, licensees, invitees, assigns, legal representatives and every person or entity having any fee, leasehold or other interest in each of the County Property and the Company Property.

9. **Assignment of Rights.** The County and the Company each agree that the other Party may assign its rights or delegate its duties under this West Lobe Easement to any assignee approved by the other Party: (a) who is reasonably competent to exercise the rights granted herein and the obligations imposed herein; and (b) who makes reasonable assurances to the other Party that any activity performed pursuant to such assignment or delegation shall be conducted in a good and workmanlike manner.

10. **Release of Claims; Indemnity by Company.** To the fullest extent permitted by law, Company assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or

indirectly due to the activities, operations or use of the Easement Premises (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair) by Company, its agents, employees and contractors, and for those claiming through any of them (collectively the **"Company Group"**). Company, for itself and for those claiming through Company, hereby releases County, County's beneficiaries and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective commissioners, officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the **"County Indemnitees"**) from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property that may arise from Company's operations on, or the use of, the Easement Premises (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair) by the Company Group or any member thereof. To the fullest extent permitted by law, Company hereby agrees to indemnify, defend, save and hold harmless the County Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to the activities, operations or use of the Easement Premises, the existence of the Easement Premises therein, or the exercise of Company's rights hereunder, by Company Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair). Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Company shall likewise be liable for the cost, fees and expenses incurred in the County's or the Company's defense of any such claims, actions, or suits. Company will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement, or repair undertaken by Company to prevent injury to person or damage to property.

11. Release of Claims; Indemnity by County. To the fullest extent permitted by law, County assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or indirectly due to the activities, operations or use of the Easement Premises (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair) by County, its agents, employees and contractors, and for those claiming through any of them (collectively the **"County Group"**), except such losses, injuries, damages, etc., which may be attributed to the Company by virtue of it failing to satisfy its maintenance/improvement responsibilities under paragraph six (6) above. County, for itself and for those claiming through County, hereby releases Company, Company's beneficiaries and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective commissioners, officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the **"Company Indemnitees"**) from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in

connection therewith) and for damage, destruction or theft of property that may arise from County's operations on, or the use of, the Easement Premises (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair) by the County Group or any member thereof, except such liabilities, losses, claims, demands, liens, etc., which may be attributed to the Company by virtue of it failing to satisfy its maintenance/improvement responsibilities under paragraph six (6) above. To the fullest extent permitted by law, the County hereby agrees to indemnify, defend, save and hold harmless the Company Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to the activities, operations or use of the Easement Premises, the existence of the Easement Premises therein, or the exercise of County's rights hereunder, by County Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair), except such liabilities, losses, claims, demands, liens, etc., which may be attributed to the Company by virtue of it failing to satisfy its maintenance/improvement responsibilities under paragraph six (6) above. County will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair undertaken by County to prevent injury to person or damage to property.

12. Exceptions. The easements granted herein shall be subject to all covenants, easements and restrictions of fact or record, building and zoning ordinances, resolutions and regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Easement Premises.

13. Severance. In the event any term or provisions of this West Lobe Easement shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this West Lobe Easement shall not be affected thereby and shall remain valid and in full force and effect.

14. Company. Company joins in the execution of this West Lobe Easement for purposes of evidencing its agreement to be bound by Company's covenants and agreements herein set forth.

15. Compliance with Laws. The Company shall use the Easement Premises only in compliance with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations, and shall obtain any permits, licenses, easements or other permission that may be required for use of the Easement Premises.

16. Amendment. This West Lobe Easement may be modified, amended, or annulled only by the written agreement of the County and the Company or their respective successors and assigns.

17. Recording. The Parties agree that this West Lobe Easement shall be recorded in the office of the DuPage County Recorder of Deeds.

18. Governing Law; Venue; Remedies and Attorneys' Fees. This West Lobe Easement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, without reference to the choice of law provisions thereof. The Parties agree that the only proper venue for any litigation under or regarding this West Lobe Easement shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, and the Parties hereby consent to the personal jurisdiction of said court. In the event a Party or its successors breaches any of the covenants contained herein, the non-breaching Party or its successors may enforce the terms of this West Lobe Easement by appropriate action for damages and/or injunction.

19. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be (i) sent by a recognized national courier service (such as Federal Express) for next-business day delivery, pre-paid and addressed as set forth below (provided an electronic copy shall be promptly sent via e-mail), or (ii) sent via e-mail to the e-mail address(es) set forth below. Notices shall be deemed effective and received hereunder (i) one (1) business day after being deposited with a recognized national courier service for next-business day delivery, or (ii) at the time the e-mail is sent with respect to e-mail notices.

To County:	THE COUNTY OF DUPAGE 421 N. County Farm Road Wheaton, IL 60187 Attention: DuPage County Board Chair Email: _____
With a copy to:	DuPage County State Attorney 503 N. County Farm Road Wheaton, IL 60187 Email: _____
To Company:	83 EAST, LLC 400 W 1st St. Elmhurst, IL 60126 Attention: Manager 630-832-4000 Email: Jbrown@ecstone.com
With a copy to:	Byron L. Faermark Williams & Kite, LLC 1900 S Highland Ave Ste 100 Lombard, IL 60148 (630) 873-8500 Email: bfaermark@fmwlaw.biz

20. Remedies and Enforcement.

a. All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by a Party of any of the terms, covenants, restrictions or conditions of this West Lobe Easement or more of the Permittees (defined below) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach.

b. Self-Help. In addition to all other remedies available at law or in equity, upon the failure by a Party to cure a breach of this West Lobe Easement within thirty (30) days following written notice thereof by the other Party (unless, with respect to any such breach which cannot reasonably be cured within such 30-day period, the breaching Party commences such cure within such 30-day period and thereafter diligently pursues such cure to completion), the non-breaching Party shall have the right to cure such breach on behalf of such breaching Party and be promptly reimbursed by such breaching Party upon demand for the reasonable costs thereof together with interest at the rate of ten percent (10%) per annum. Notwithstanding the foregoing, in the event of a breach which constitutes (i) an emergency, and/or (ii) material impairment of the easement rights, a Party may cure the same following twenty-four (24) hours advance notice (or if not practicable, as soon as possible thereafter) and be reimbursed by the breaching Party upon demand for the reasonable cost thereof together with interest at the rate of ten percent (10%) per annum.

c. Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

d. No Termination for Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Party to cancel, rescind, or otherwise terminate this West Lobe Easement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any property subject hereto made in good faith for value, but the easements, covenants, conditions and restrictions of this West Lobe Easement shall be binding upon and effective against any Party of such property covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

21. Waiver. The failure of County or Company on one or more occasions to enforce any one of the provisions of this West Lobe Easement or to exercise any right, remedy or privilege hereunder shall not be construed as a waiver of any subsequent breach or default of a similar nature or as a waiver of any such provision, right, remedy or privilege.

22. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which West Lobe Easement shall be an original but all of which shall constitute one and the same instrument. Electronic, facsimile or photocopied signatures shall be considered as valid signatures.

23. Miscellaneous. In addition to the Releases in Sections 10 and 11, this West Lobe Easement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the Parties as to the subject matter hereof. This West Lobe Easement shall be binding upon County and Company, and their respective successors, assigns and Permittees.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this West Lobe Easement as of the Effective Date.

County

THE COUNTY OF DUPAGE, a body politic

By: _____


Name: _____

Its: _____

ATTEST:

Company


83 EAST, LLC, an Illinois limited liability company

By:  _____

Name: Jeff Brown

Its: Manager

ATTEST:

 _____

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for and residing in said County and State, DO
HEREBY CERTIFY that _____ as _____ of **THE COUNTY OF
DUPAGE**, a body politic, personally known to me to be the same person whose name is subscribed
to the foregoing instrument as such _____, appeared before me this day in person and
acknowledged that he signed and delivered said instrument as his own free and voluntary act and
as the free and voluntary act of said Authority.

GIVEN under my hand and notarial seal as of this _____ day of _____, 2023.


Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that Jeff Brown as Manager of **83 EAST, LLC, an Illinois limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said municipal corporation.

GIVEN under my hand and notarial seal as of this 20 day of OCTOBER, 2023.



Notary Public

My Commission Expires: _____

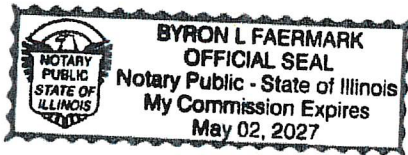


EXHIBIT A

Legal Description of County Property
(entire parcel)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 2 AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 WITH THE NORTHERLY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY RIGHT-OF-WAY, SAID NORTHERLY LINE BEING 50 FEET NORTHERLY OF THE CENTERLINE OF THE MAIN TRACK, AS DESCRIBED IN WARRANTY DEED, RECORDED DECEMBER 10, 1850 AS DOCUMENT NO. 5070; THENCE NORTH 0 DEGREES 32 MINUTES 31 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1200.43 FEET, TO A POINT OF INTERSECTION WITH THE SOUTH LINE, EXTENDED WEST, OF LOT 10 IN CLOVERHILL SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED OCTOBER 24, 1928 AS DOCUMENT NO. 268222, FOR THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 21 MINUTES 33 SECONDS EAST, ALONG SAID LINE EXTENDED WEST, A DISTANCE OF 33.02 FEET, TO THE EAST LINE OF WEST AVENUE, AND TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTH 0 DEGREES 32 MINUTES 31 SECONDS EAST, ALONG THE EAST LINE OF SAID WEST AVENUE AND ALONG THE WEST LINE OF LOTS 1 AND 10 IN SAID CLOVERHILL SUBDIVISION, A DISTANCE OF 332.03 FEET, TO THE SOUTH LINE OF SECOND STREET AND TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88 DEGREES 21 MINUTES 16 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SECOND STREET, AND ALONG THE NORTH LINES OF LOTS, 1, 2, 3, 4, AND 5 IN SAID CLOVERHILL SUBDIVISION, A DISTANCE OF 769.44 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 5 THAT IS 490.00 FEET WEST OF A CEMENT MONUMENT AT THE NORTHEAST CORNER OF LOT 9 IN SAID CLOVERHILL SUBDIVISION; THENCE SOUTH 0 DEGREES 15 MINUTES 42 SECONDS WEST, PARALLEL WITH THE EAST LINES OF LOTS 1 AND 9 IN SAID CLOVERHILL SUBDIVISION, A DISTANCE OF 150.00 FEET, TO A POINT ON THE NORTH LINE OF SAID LOT 10 THAT IS 490.00 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH 88 DEGREES 21 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 490.00 FEET, TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 0 DEGREES 15 MINUTES 42 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 10, AND ALONG THE WEST LINE OF LOT 96 IN ROBERTSON'S 4TH ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 11, 1908 AS DOCUMENT NO. 93979, A DISTANCE OF 182.08 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 10 AND TO THE SOUTHWEST CORNER OF SAID LOT 96; THENCE NORTH 88 DEGREES 16 MINUTES 11 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 96 AND ALONG THE SOUTH LINE OF INCOPERO'S ASSESSMENT PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED FEBRUARY 21, 1990 AS DOCUMENT NO. R90-22106, A DISTANCE OF 240.01 FEET, TO A STONE MONUMENT AT THE SOUTHEAST CORNER OF LOT 2 OF SAID

INCOPERO'S ASSESSMENT PLAT AND TO A POINT ON THE WEST LINE OF LOT 10 IN SAID ROBERTSON'S 4TH ADDITION; THENCE SOUTH 0 DEGREES 19 MINUTES 34 SECONDS WEST, ALONG THE WEST LINE OF LOT 10 IN SAID ROBERTSON'S 4TH ADDITION, A DISTANCE OF 9.49 FEET, TO THE SOUTHWEST CORNER OF LOT 10 IN SAID ROBERTSON'S 4TH ADDITION; THENCE NORTH 88 DEGREES 22 MINUTES 30 SECONDS EAST, ALONG THE LINE BETWEEN LOTS 9 AND 10 IN SAID ROBERTSON'S 4TH ADDITION, A DISTANCE OF 150.10 FEET, TO THE WEST LINE OF HIGHLAND AVENUE AND TO THE SOUTHEAST CORNER OF LOT 10 IN SAID ROBERTSON'S 4TH ADDITION; THENCE SOUTH 0 DEGREES 19 MINUTES 34 SECONDS WEST, ALONG THE WEST LINE OF SAID HIGHLAND AVENUE AND ALONG THE EAST LINE OF LOTS 1 THROUGH 9 IN SAID ROBERTSON'S 4TH ADDITION, A DISTANCE OF 734.18 FEET, TO A POINT THAT IS 186.09 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 1 IN SAID ROBERTSON'S 4TH ADDITION; THENCE SOUTH 89 DEGREES 33 MINUTES 59 SECONDS WEST, A DISTANCE OF 70.98 FEET; THENCE SOUTH 15 DEGREES 13 MINUTES 36 SECONDS WEST, A DISTANCE OF 188.65 FEET; THENCE WESTERLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 646.75 FEET, WHOSE CENTER LIES TO THE SOUTH, AN ARC DISTANCE OF 143.30 FEET, THE CHORD OF SAID ARC BEARING SOUTH 87 DEGREES 18 MINUTES 50 SECONDS WEST AND HAVING A LENGTH OF

143.00 FEET, TO A POINT OF CURVATURE; THENCE SOUTH 81 DEGREES 41 MINUTES 33 SECONDS WEST, NON-TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 399.11 FEET; THENCE SOUTH 83 DEGREES 37 MINUTES 54 SECONDS WEST, A DISTANCE OF 261.77 FEET; THENCE NORTH 86 DEGREES 02 MINUTES 45 SECONDS WEST, A DISTANCE OF 13.78 FEET; THENCE NORTH 79 DEGREES 29 MINUTES 58 SECONDS WEST, A DISTANCE OF 18.87 FEET; THENCE NORTH 73 DEGREES 33 MINUTES 11 SECONDS WEST A DISTANCE OF 18.12 FEET; THENCE NORTH 70 DEGREES 26 MINUTES 10 SECONDS WEST, A DISTANCE OF 102.48 FEET; THENCE NORTH 57 DEGREES 02 MINUTES 03 SECONDS WEST, A DISTANCE OF 11.73 FEET; THENCE NORTH 51 DEGREES 53 MINUTES 50 SECONDS WEST, A DISTANCE OF 79.10 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 48 SECONDS WEST, A DISTANCE OF 12.10 FEET; THENCE NORTH 66 DEGREES 44 MINUTES 45 SECONDS WEST, A DISTANCE OF 56.28 FEET; THENCE NORTH 57 DEGREES 05 MINUTES 34 SECONDS WEST, A DISTANCE OF 76.31 FEET; THENCE NORTH 59 DEGREES 06 MINUTES 51 SECONDS WEST, A DISTANCE OF 86.21 FEET; THENCE NORTH 77 DEGREES 29 MINUTES 40 SECONDS WEST, A DISTANCE OF 39.16 FEET; THENCE SOUTH 74 DEGREES 08 MINUTES 35 SECONDS WEST A DISTANCE OF 27.17 FEET; THENCE SOUTH 58 DEGREES 15 MINUTES 47 SECONDS WEST A DISTANCE OF 31.08 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS WEST, A DISTANCE OF 257.86 FEET, TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTH 0 DEGREES 32 MINUTES 31 SECONDS WEST, ALONG THE WEST

LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 419.82 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY RIGHT-OF-WAY, AS DESCRIBED IN WARRANTY DEED RECORDED DECEMBER 12, 1906 AS DOCUMENT NO. 89457, SAID POINT BEING 60 FEET NORTHERLY OF THE CENTERLINE OF THE MAIN TRACK; THENCE SOUTH 81 DEGREES 37 MINUTES 33 SECONDS WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 990.00 FEET TO THE SOUTHEAST CORNER OF PROPERTY CONVEYED TO THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY BY WARRANTY DEEDS RECORDED AUGUST 15, 1923 AS DOCUMENT NUMBERS 168621 AND 168622; THENCE NORTH 0 DEGREES 32 MINUTES 31 SECONDS EAST, PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, AND ALONG THE EASTERLY LINE OF SAID PROPERTY, A DISTANCE OF 20.25 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY; THENCE SOUTH 81 DEGREES 37 MINUTES 33 SECONDS WEST, ALONG THE NORTHERLY LINE OF SAID PROPERTY A DISTANCE OF 687.62 FEET, TO AN ANGLE POINT, SAID POINT BEING 90 FEET NORTHERLY OF THE CENTER OF THE MAIN TRACK, AT THE CENTER OF THE SALT CREEK BRIDGE; THENCE SOUTH 80 DEGREES 44 MINUTES 16 SECONDS WEST, ALONG THE NORTHERLY LINE OF SAID PROPERTY CONVEYED BY DOCUMENT NUMBER 168622, A DISTANCE OF 20.52 FEET, TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO CENTRAL AND PACIFIC RAILROAD, AND TO THE NORTHWEST CORNER OF SAID PROPERTY; THENCE NORTH 51 DEGREES 42 MINUTES 58 SECONDS WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 9.98 FEET; THENCE NORTH 8 DEGREES 18 MINUTES 12 SECONDS WEST, A DISTANCE OF 605.63 FEET, TO A POINT ON THE WEST LINE OF AN EASEMENT FOR CHANNEL CHANGE FOR SALT CREEK, RECORDED APRIL 22, 1935 AS DOCUMENT NO. 357776; THENCE NORTHERLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 766.78 FEET, WHOSE CENTER LIES EASTERLY, AND ALONG THE WEST LINE OF SAID EASEMENT, AN ARC DISTANCE OF 148.60 FEET, THE CHORD OF SAID ARC BEARING NORTH 16 DEGREES 36 MINUTES 00 SECONDS WEST AND HAVING A LENGTH OF 148.37 FEET, NON-TANGENT TO THE LAST DESCRIBED COURSE, TO A POINT OF COMPOUND CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 6766.26 FEET, WHOSE CENTER LIES EASTERLY, AND ALONG THE WEST LINE OF SAID EASEMENT, AN ARC DISTANCE OF 621.13 FEET, TO THE SOUTH LINE OF GRAUE'S WOODS SUBDIVISION, AS MONUMENTED AND OCCUPIED ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 1915 AS DOCUMENT NO. 122401, AND TO THE NORTHWEST CORNER OF SAID EASEMENT; THENCE NORTH 88 DEGREES 23 MINUTES 58 SECONDS EAST, ALONG THE SOUTH LINE OF SAID GRAUE'S WOODS SUBDIVISION, SAID SOUTH LINE ALSO KNOWN AS THE CENTERLINE OF SECOND STREET, A DISTANCE OF 300.85 FEET TO AN IRON PIPE MONUMENT AT THE NORTHWEST CORNER OF PROPERTY HERETOFORE DEDICATED FOR A PUBLIC HIGHWAY KNOWN AS S.B.I. ROUTE 54 (ILLINOIS ROUTE 83) BY INSTRUMENT RECORDED APRIL 22, 1935 AS DOCUMENT NO. 357777; THENCE NORTH 88 DEGREES 09 MINUTES 40 SECONDS EAST, ALONG THE SOUTH LINE OF SAID GRAUE'S WOODS

SUBDIVISION, AS MONUMENTED AND OCCUPIED, A DISTANCE OF 47.86 FEET, TO THE NORTHWEST CORNER OF PROPERTY CONVEYED TO THE ELMHURST PARK DISTRICT BY WARRANTY DEED RECORDED MARCH 26, 1927 AS DOCUMENT NUMBER 232333; THENCE SOUTH 1 DEGREE 50 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF SAID ELMHURST PARK DISTRICT PROPERTY, A DISTANCE OF 544.72 FEET, TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 88 DEGREES 09 MINUTES 54 SECONDS EAST, ALONG THE SOUTH LINE OF SAID ELMHURST PARK DISTRICT PROPERTY, A DISTANCE OF 799.67 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 1 DEGREE 50 MINUTES 32 SECONDS WEST, ALONG THE EAST LINE OF SAID ELMHURST PARK DISTRICT PROPERTY, A DISTANCE OF 544.77 FEET, TO THE SOUTH LINE OF SAID GRAUE'S WOODS SUBDIVISION AS OCCUPIED AND MONUMENTED, AND TO THE NORTHEAST CORNER OF SAID ELMHURST PARK DISTRICT PROPERTY; THENCE NORTH 88 DEGREES 09 MINUTES 40 SECONDS EAST, ALONG THE SOUTH LINE OF SAID GRAUE'S WOOD SUBDIVISION, ALSO KNOWN AS THE CENTERLINE OF SECOND STREET, A DISTANCE OF 772.26 FEET, TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE SOUTH 0 DEGREES 32 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2, AND ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 4.62 FEET, TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B

Legal Description of Company Property
(entire parcel)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 WITH THE NORTHERLY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY RIGHT-OF-WAY, SAID LINE BEING 50 FEET NORTHERLY OF THE CENTERLINE OF THE MAIN TRACK, AS DESCRIBED IN WARRANTY DEED RECORDED DECEMBER 10, 1850 AS DOCUMENT NUMBER 5070; THENCE NORTH 0° 32' 31" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 429.94 FEET; THENCE SOUTH 89° 27' 29" EAST, A DISTANCE OF 257.86 FEET; THENCE NORTH 58° 15' 47" EAST, A DISTANCE OF 31.08 FEET; THENCE NORTH 74° 08' 35" EAST, A DISTANCE OF 27.17 FEET; THENCE SOUTH 77° 29' 40" EAST, A DISTANCE OF 39.16 FEET; THENCE SOUTH 59° 06' 51" EAST, A DISTANCE OF 86.21 FEET; THENCE SOUTH 57° 05' 34" EAST, A DISTANCE OF 76.31 FEET; THENCE SOUTH 66° 44' 45" EAST, A DISTANCE OF 56.28 FEET; THENCE SOUTH 60° 13' 48" EAST, A DISTANCE OF 13.10 FEET; THENCE SOUTH 51° 53' 50" EAST, A DISTANCE OF 79.10 FEET; THENCE SOUTH 57° 02' 03" EAST, A DISTANCE OF 11.73 FEET; THENCE SOUTH 70° 26' 10" EAST, A DISTANCE OF 102.48 FEET; THENCE SOUTH 73° 33' 11" EAST, A DISTANCE OF 15.12 FEET; THENCE SOUTH 79° 29' 58" EAST, A DISTANCE OF 18.87 FEET; THENCE SOUTH 86° 02' 45" EAST, A DISTANCE OF 13.78 FEET; THENCE NORTH 83° 37' 54" EAST, A DISTANCE OF 261.77 FEET; THENCE NORTH 81° 41' 33" EAST, A DISTANCE OF 399.11 FEET, TO A POINT OF CURVATURE; THENCE EASTERLY, ALONG THE ARC OF A CIRCLE, NON-TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 646.75 FEET, WHOSE CENTER LIES TO THE SOUTH, AN ARC DISTANCE OF 143.30 FEET, THE CHORD OF SAID ARC BEARING NORTH 87° 18' 50" EAST AND HAVING A LENGTH OF 143.00 FEET; THENCE NORTH 15° 13' 36" EAST, A DISTANCE OF 188.65 FEET; THENCE NORTH 89° 33' 59" EAST, A DISTANCE OF 70.98 FEET, TO THE WEST LINE OF HIGHLAND AVENUE, IN ROBERTSON'S 4TH ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 11, 1903 AS DOCUMENT NUMBER 93979; THENCE SOUTH 0° 19' 34" WEST, ALONG THE WEST LINE OF SAID HIGHLAND AVENUE AND ALONG THE EAST LINE OF LOTS 1 AND 2 IN SAID ROBERTSON'S 4TH ADDITION, A DISTANCE OF 186.09 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 81° 17' 00" WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 151.90 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 0° 19' 34" WEST, A DISTANCE OF 60.20 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY; THENCE SOUTH 81° 17' 00" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1557.06 FEET, TO THE POINT OF BEGINNING; ALL IN DUPAGE COUNTY, ILLINOIS AND CONTAINING 7.7480 ACRES, MORE OR LESS.

EXHIBIT C

Legal Descriptions and Depiction of
Access Easement Area and Parking Easement Area

ACCESS EASEMENT AREA

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
 COUNTY OF DUPAGE)

CHARLES W. BARTOSZ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE PLAT HEREON DRAWN WAS PREPARED UNDER MY SUPERVISION FROM EXISTING RECORD MAPS AND PLATS, FOR THE USES AND PURPOSES HEREON SET FORTH AND THAT SAID PLAT IS AN ACCURATE REPRESENTATION OF THE LAND DESCRIBED HEREON. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 4TH DAY OF OCTOBER, A.D., 2023.

CHARLES W. BARTOSZ
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3188
MY LICENSE EXPIRES ON NOVEMBER 30, 2024
V3 COMPANIES, LTD. PROFESSIONAL DESIGN FIRM NO.
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2025.
cbartosz@v3co.com

ACCESS EASEMENT AREA

[illegible]

West Haul Road Easement
 per doc 1992-033708

0
0
5
0
0
4
0
0
4
5
0
3
5
5

UNION PACIFIC RAILROAD

SALT CREEK
Part of LOT 2

Part of LOI

LOT 1
HAMMER ASSESSMENT PLAT
REC'D. FEB. 27, 1992 DOC. R92-033

MENT PLAT
DOC, F92-033384

1992

N65° 45' 16" W 6924' 16"
N61° 43' 15" W 6924' 16"

CANADIAN NATIONAL RAILWAY

2ND STREET

VILLA
N00° 34' 15" E 625.60'
AVENUE

THAT PART OF LOT 3 IN HAMMER ASSESSMENT PLAT BEING A DIVISION IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 30 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ADJACENT TO THE PLAT THEREOF RECORDED FEBRUARY 27, 1892 AS DOCUMENT NUMBER R02-333384, LYING EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE 88 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 3 IN SAID HAMMER ASSESSMENT PLAT; THENCE NORTH 00 DEGREES 32 MINUTES 14 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 10.12 FEET TO THE SOUTH LINE OF SAID LOT 2 FOR THE PLACE OF BEGINNING; THENCE SOUTH 81 DEGREES 37 MINUTES 16 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 2, A DISTANCE OF 90.00 FEET; THENCE NORTH 00 DEGREES 31 MINUTES 35 SECONDS EAST 46 FEET; THENCE NORTH 81 DEGREES 37 MINUTES 16 SECONDS WEST 15.17 FEET TO THE WEST LINE OF SAID LOT 3; THENCE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 768.71 FEET OF SAID LOT 3; THENCE SOUTH 30 MINUTES 22 SECONDS EAST, 154.71 FEET TO THE WEST LINE OF SAID LOT 3; THENCE SOUTH 00 DEGREES 32 MINUTES 14 SECONDS WEST ALONG SAID WEST LINE, 104.47 FEET TO THE PLACE OF BEGINNING.

THAT PART OF LOT 2 IN HAMMER ASSESSMENT PLAT, BEING A DIVISION IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 9E EAST, COUNTY OF ILLINOIS STATE MAP NO. 187-1, HEREIN RECORDED FEBRUARY 27, 1989, IS DOCUMENT NUMBER R02-233384, LYING EAST OF THE EASTERLY RIGHT-OF-WAY OF ILLINOIS STATE ROUTE 83 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 3 IN SAID HAMMER ASSESSMENT PLAT; THENCE NORTH 00 DEGREES 32 MINUTES 14 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 10.12 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 18 DEGREES 18 MINUTES 10 SECONDS WEST ALONG SAID LOT 2, A DISTANCE OF 10.12 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 32 MINUTES 14 SECONDS EAST, 40.48 FEET FOR THE PLACE OF BEGINNING; THENCE SOUTH 81 DEGREES 37 MINUTES 18 SECONDS WEST, 68.57 FEET; THENCE NORTH 75 DEGREES 31 MINUTES 00 SECONDS WEST, 179.21 FEET; THENCE NORTH 11 DEGREES 03 MINUTES 10 SECONDS WEST ALONG A LINE 63.00 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY RIGHT-OF-WAY OF ILLINOIS STATE ROUTE 83, 89.39 FEET; THENCE SOUTH 55 DEGREES 04 MINUTES 54 SECONDS EAST, 347.14 FEET TO THE PLACE OF BEGINNING.

WEST AVENUE

LOT 3

(S)

Parcel Index Number:

06-03-216-003

Address: 400 West First Street, Elmhurst, IL 60126



Action Item

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

File #: 23-3503

Agenda Date: 11/7/2023

Agenda #: 9.B

**This instrument prepared by
and after recording return to:**

Byron L. Faermark
Williams & Kite, LLC
1900 S Highland Ave
Ste 100
Lombard, IL 60148

Space Above This Line Is For Recorder's Use Only

**FIRST AMENDMENT AND RESTATEMENT
PARCEL A ACCESS EASEMENT AGREEMENT**

THIS FIRST AMENDMENT AND RESTATEMENT of the Parcel A Access Easement Agreement ("Parcel A Easement") by and between 83 West, LLC, an Illinois limited liability company ("Company") successor in interest to Elmhurst Chicago Stone Company, a Delaware corporation N/K/A Elmhurst-Chicago Stone Holdings Co., and the County of DuPage, Illinois, a body politic ("County") (collectively the "Parties").

RECITALS

WHEREAS, On February 27, 1992, the Parties consummated a Real Estate Purchase and Sale Agreement wherein the County acquired certain interests in the Company's Elmhurst limestone quarry (the "Elmhurst Quarry") in furtherance of its Flood Control and Mitigation Project; and

WHEREAS, the intent of the Parties at the time of the acquisition, was for the County to acquire those portions of the Elmhurst Quarry necessary to support the County's flood control and mitigation project, while the remainder of the Elmhurst Quarry was to be retained by the Company to support its ongoing business operations; and

WHEREAS, the County currently owns the property legally described in **Exhibit A** (the "County Property") attached hereto and incorporated herein; and

WHEREAS, the Company currently owns the property legally described in **Exhibit B** (the "Company Property") attached hereto and incorporated herein; and

WHEREAS, the Parties wish to clarify and refine certain provisions of the Parcel A Easement as set forth in the original Parcel A Access Easement Agreement, recorded as Document Number 92-033709 in the Office of the Recorder of Deeds of DuPage County, Illinois, which was

one of several easements entered into between the parties, ancillary to the acquisition of the Elmhurst Quarry in order to effectuate the Parties' intent; and

WHEREAS, County acknowledges that Company and its respective executors, administrators, grantees, directors, officers, employees, contractors, agents, successors, tenants, sublessees, licensees, invitees and assigns (collectively, "**Permittees**") use certain portions of the County Property to gain access to and from the Company Property as depicted in the areas entitled "**Access Easement Area**" on Exhibit C attached hereto and to park and store vehicles, trailers and equipment as depicted in the areas entitled "**Parking Easement Area**" on Exhibit C attached hereto and as permitted herein; and

WHEREAS, County and Company desire to define the rights and obligations of County and Company with respect to the Access Easement Area and the Parking Easement Area (collectively, the "**Easement Premises**"); and

WHEREAS, County and Company desire to confirm that the Access Easement Area is intended to be an appurtenant, perpetual, non-exclusive easement for vehicles, trucks, trailers, equipment and pedestrian ingress and egress upon the County Property for the benefit of Company and its Permittees; and

WHEREAS, County and Company desire to confirm that the Parking Easement Area is intended to be an appurtenant, perpetual, exclusive easement for vehicle, truck, equipment and trailer storage and parking over and upon the County Property for the benefit of Company and the Permittees; and

WHEREAS, County and Company desire to establish certain terms and conditions arising from and related to the use and maintenance of the Access Easement Area and Parking Easement Area.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Accuracy of Recitals. The Parties hereby acknowledge the accuracy of the above referenced recitals and incorporate them herein by this reference.

2. Access Easement. Upon and subject to the terms, conditions and restrictions set forth herein, County hereby acknowledges its previous grants to the Company and its Permittees of a non-exclusive, perpetual easement over, across, and upon that portion of the County Property as legally described on and depicted as the "Access Easement Area" on **Exhibit C** attached hereto and incorporated herein, to provide the Company access for vehicles, trucks, trailers, equipment and pedestrians to and from the Company Property. For the avoidance of doubt, no parking or storage of vehicles, trailers or equipment is allowed over, across or upon the Access Easement Area, but will be allowed in the Parking Easement Area as set forth below.

3. **Parking and Vehicular and Equipment Storage Easement.** Upon and subject to the terms, conditions and restrictions set forth herein, County acknowledges its previous grant to the Company and its Permittees for exclusive, perpetual easement over, across, and upon that portion of the County Property legally described on and depicted as the “Parking Easement Area” on **Exhibit C** attached hereto and incorporated herein, to provide the Company pedestrian vehicle, truck, trailer and equipment access, and vehicle, truck, trailer and equipment parking and storage for the benefit of the Company Property.

4. **Construction of New Bridge and Passageway.** The County hereby covenants and agrees that, in the event that the existing vehicle bridge and passageway currently providing vehicular access to and from Company Property, the County Property and State Route 83 over and across the Easement Premises shall become unsuitable for such purposes, the County shall, at its sole cost and expense, construct a new vehicle bridge and passageway at a location within the Easement Premises to be jointly determined by the Parties. The County shall construct such bridge and passageway in a good and workmanlike manner and within a reasonable time period, so that vehicular access to and from the Company Property, the County Property and State Route 83 is not disturbed. Furthermore, the County shall not disturb or eliminate the traffic signal currently located at State Route 83 and the Easement Premises for any reason whatsoever.

5. **Not a Public Dedication.** Nothing contained in this Parcel A Easement shall be deemed to be a gift or dedication of any portion of the County Property or the Easement Premises to or for the general public or any municipality, and this Parcel A Easement shall not be construed as creating any rights in the general public whatsoever, including but not limited to use by the public, it being the intention of the parties that this Parcel A Easement be strictly limited to and for the purposes expressly stated herein. Nothing herein, express or implied, shall confer upon any municipality or the general public any rights or remedies under or by reason of this instrument.

6. **Retained Rights.** Subject to the terms of this Parcel A Easement, the Parties and their assigns, tenants, easement beneficiaries shall retain all rights to cultivate, use, and occupy the Access Easement Area in any manner that will not disturb, damage, destroy, injure, or obstruct the Easement Premises, and will not obstruct or interfere with each other’s exercise of any rights or privileges granted by this Parcel A Easement at any time whatsoever, without the prior written consent of the other party.

7. **Maintenance and Improvement of Easement Premises.** The Company shall be solely responsible for all maintenance, including snow removal, of the Easement Premises. The Company shall have the right to improve the Easement Premises in any manner not inconsistent with the terms of this Parcel A Easement.

8. **Additional Easements.** The County shall have the right to grant additional access, utility or other easements over, upon and under, and the right to grant others the right to use the Access Easement Area, provided said additional grants of easement do not interfere with the Company’s use of the Parcel A Easement Area without the prior written consent of the Company.

9. **Covenants to Run with Land.** It is intended that the easements granted herein are for the benefit of and appurtenant to the Company Property and burdens the County Property.

Each of the easements, agreements, covenants, privileges, conditions, restrictions, rights and obligations set forth in this Parcel A Easement shall run with the land of the County Property and the Company Property and create equitable servitudes in favor of the real property benefited thereby, shall be binding upon and inure to the benefit of the Parties to this Parcel A Easement, their respective heirs, executors, administrators, grantees, directors, officers, employees, contractors, agents, successors, tenants, sublessees, licensees, invitees, assigns, legal representatives and every person or entity having any fee, leasehold or other interest in each of the County Property and the Company Property.

10. **Assignment of Rights.** The County and the Company each agree that the other Party may assign its rights or delegate its duties under this Parcel A Easement to an assignee approved by the other Party: (a) who is reasonably competent to exercise the rights granted herein and the obligations imposed herein; and (b) who makes reasonable assurances to the other Party that any activity performed pursuant to such assignment or delegation shall be conducted in a good and workmanlike manner.

11. **Release of Claims; Indemnity by Company.** To the fullest extent permitted by law, Company assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or indirectly due to the activities, operations or use of the Easement Premises (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair) by Company, its agents, employees and contractors, and for those claiming through any of them (collectively the “**Company Group**”). Company, for itself and for those claiming through Company, hereby releases County, County’s beneficiaries and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective commissioners, officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the “**County Indemnitees**”) from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys’ fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property that may arise from Company’s operations on, or the use of, the Easement Premises (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair) by the Company Group or any member thereof. To the fullest extent permitted by law, Company hereby agrees to indemnify, defend, save and hold harmless the County Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys’ fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to the activities, operations or use of the Easement Premises, the existence of the Easement Premises therein, or the exercise of Company’s rights hereunder, by Company Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair). Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against

them. The Company shall likewise be liable for the cost, fees and expenses incurred in the County's or the Company's defense of any such claims, actions, or suits. Company will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement, or repair undertaken by Company to prevent injury to person or damage to property.

12. Release of Claims; Indemnity by County. To the fullest extent permitted by law, County assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or indirectly due to the activities, operations or use of the Easement Premises (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair) by County, its agents, employees and contractors, and for those claiming through any of them (collectively the **"County Group"**), except such losses, injuries, damages, etc., which may be attributed to the Company by virtue of it failing to satisfy its maintenance/improvement responsibilities under paragraph seven (7) above. County, for itself and for those claiming through County, hereby releases Company, Company's beneficiaries and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective commissioners, officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the **"Company Indemnitees"**) from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property that may arise from County's operations on, or the use of, the Easement Premises (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair) by the County Group or any member thereof, except such liabilities, losses, claims, demands, liens, etc., which may be attributed to the Company by virtue of it failing to satisfy its maintenance/improvement responsibilities under paragraph seven (7) above. To the fullest extent permitted by law, the County hereby agrees to indemnify, defend, save and hold harmless the Company Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to the activities, operations or use of the Easement Premises, the existence of the Easement Premises therein, or the exercise of County's rights hereunder, by County Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair), except such liabilities, losses, claims, demands, liens, etc., which may be attributed to the Company by virtue of it failing to satisfy its maintenance/improvement responsibilities under paragraph seven (7) above. County will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair undertaken by County to prevent injury to person or damage to property.

13. Exceptions. The easements granted herein shall be subject to all covenants, easements and restrictions of fact or record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Easement Premises.

14. **Severance.** In the event any term or provisions of this Easement shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Parcel A Easement shall not be affected thereby and shall remain valid and in full force and effect.

15. **Company.** Company joins in the execution of this Parcel A Easement for purposes of evidencing its agreement to be bound by Company's covenants and agreements herein set forth.

16. **Compliance with Laws.** The Company shall use the Easement Premises only in compliance with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations, and shall obtain any permits, licenses, easements or other permission that may be required for use of the Easement Premises.

17. **Amendment.** This Parcel A Easement may be modified, amended, or annulled only by the written agreement of the County and the Company or their respective successors and assigns.

18. **Recording.** The Parties agree that this Parcel A Easement shall be recorded in the office of the DuPage County Recorder of Deeds.

19. **Governing Law; Venue; Remedies and Attorneys' Fees.** This Parcel A Easement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, without reference to the choice of law provisions thereof. The Parties agree that the only proper venue for any litigation under or regarding this Parcel A Easement shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, and the Parties hereby consent to the personal jurisdiction of said court. In the event a Party or its successors breaches any of the covenants contained herein, the non-breaching Party or its successors may enforce the terms of this Parcel A Easement by appropriate action for damages and/or injunction.

20. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be (i) sent by a recognized national courier service (such as Federal Express) for next-business day delivery, pre-paid and addressed as set forth below (provided an electronic copy shall be promptly sent via e-mail), or (ii) sent via e-mail to the e-mail address(es) set forth below. Notices shall be deemed effective and received hereunder (i) one (1) business day after being deposited with a recognized national courier service for next-business day delivery, or (ii) at the time the e-mail is sent with respect to e-mail notices.

To County:	THE COUNTY OF DUPAGE 421 N. County Farm Road Wheaton, IL 60187 Attention: DuPage County Board Chair Email: _____
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With a copy to:	DuPage County State Attorney 503 N. County Farm Road Wheaton, IL 60187 Email: _____
To Company:	83 WEST, LLC 400 W 1st St. Elmhurst, IL 60126 Attention: Manager (630) 832-4000 Email: JBrown@Ecstone.com
With a copy to:	Byron L. Faermark Williams & Kite, LLC 1900 S Highland Ave Ste 100 Lombard, IL 60148 (630) 873-8500 Email: bfaermark@fmwlaw.biz

21. **Remedies and Enforcement.**

a. All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by a Party of any of the terms, covenants, restrictions or conditions of this Parcel A Easement, any one or more of the Permittees (defined below) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach.

b. Self-Help. In addition to all other remedies available at law or in equity, upon the failure by a Party to cure a breach of this Parcel A Easement within thirty (30) days following written notice thereof by the other Party (unless, with respect to any such breach which cannot reasonably be cured within such 30-day period, the breaching Party commences such cure within such 30-day period and thereafter diligently pursues such cure to completion), the non-breaching Party shall have the right to cure such breach on behalf of such breaching Party and be promptly reimbursed by such breaching Party upon demand for the reasonable costs thereof together with interest at the rate of ten percent (10%) per annum. Notwithstanding the foregoing, in the event of a breach which constitutes (i) an emergency, and/or (ii) material impairment of the easement rights, a Party may cure the same following twenty-four (24) hours advance notice (or if not practicable, as soon as possible thereafter) and be reimbursed by the breaching Party upon demand for the reasonable cost thereof together with interest at the rate of ten percent (10%) per annum.

c. Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

d. No Termination for Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Party to cancel, rescind, or otherwise terminate this Parcel A Easement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any property subject hereto made in good faith for value, but the easements, covenants, conditions and restrictions of this Parcel A Easement shall be binding upon and effective against any Party of such property covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

22. Waiver. The failure of County or Company on one or more occasions to enforce any one of the provisions of this Parcel A Easement or to exercise any right, remedy or privilege hereunder shall not be construed as a waiver of any subsequent breach or default of a similar nature or as a waiver of any such provision, right, remedy or privilege.

23. Counterparts and Electronic Signatures. This Parcel A Easement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. Electronic, facsimile or photocopied signatures shall be considered as valid signatures.

24. Miscellaneous. In addition to the Releases in Sections 11 and 12, this Parcel A Easement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the Parties as to the subject matter hereof. This Parcel A Easement shall be binding upon County and Company, and their respective successors, assigns and Permittees.

SIGNATURES ON FOLLOWING PAGE

**FIRST AMENDMENT AND RESTATEMENT
PARCELA EASEMENT AGREEMENT
SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Parcel A Easement as of the Effective Date.

County

THE COUNTY OF DUPAGE, a body politic

By: _____

Name: _____

Its: _____

ATTEST:

Company

83 WEST, LLC, an Illinois limited liability company

By: _____

Name: JEFF BROWN

Its: MANAGER

ATTEST:



STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for and residing in said County and State, DO
HEREBY CERTIFY that _____ as _____ of **THE COUNTY OF
DUPAGE**, a body politic, personally known to me to be the same person whose name is subscribed
to the foregoing instrument as such _____, appeared before me this day in person and
acknowledged that he signed and delivered said instrument as his own free and voluntary act and
as the free and voluntary act of said Authority.

GIVEN under my hand and notarial seal as of this _____ day of _____, 2023.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that Jeff Brown as Manager of **83 West, LLC, an Illinois limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said municipal corporation.

GIVEN under my hand and notarial seal as of this 20th day of October, 2023.

My Commission Expires: _____

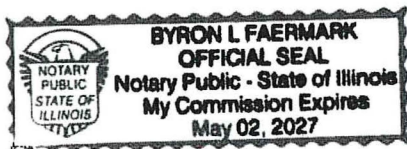


EXHIBIT A

Legal Description of County Property
(entire parcel)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 2 AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 WITH THE NORTHERLY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY RIGHT-OF-WAY, SAID NORTHERLY LINE BEING 50 FEET NORTHERLY OF THE CENTERLINE OF THE MAIN TRACK, AS DESCRIBED IN WARRANTY DEED, RECORDED DECEMBER 10, 1850 AS DOCUMENT NO. 5070; THENCE NORTH 0 DEGREES 32 MINUTES 31 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1200.43 FEET, TO A POINT OF INTERSECTION WITH THE SOUTH LINE, EXTENDED WEST, OF LOT 10 IN CLOVERHILL SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED OCTOBER 24, 1928 AS DOCUMENT NO. 268222, FOR THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 21 MINUTES 33 SECONDS EAST, ALONG SAID LINE EXTENDED WEST, A DISTANCE OF 33.02 FEET, TO THE EAST LINE OF WEST AVENUE, AND TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTH 0 DEGREES 32 MINUTES 31 SECONDS EAST, ALONG THE EAST LINE OF SAID WEST AVENUE AND ALONG THE WEST LINE OF LOTS 1 AND 10 IN SAID CLOVERHILL SUBDIVISION, A DISTANCE OF 332.03 FEET, TO THE SOUTH LINE OF SECOND STREET AND TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88 DEGREES 21 MINUTES 16 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SECOND STREET, AND ALONG THE NORTH LINES OF LOTS, 1, 2, 3, 4, AND 5 IN SAID CLOVERHILL SUBDIVISION, A DISTANCE OF 769.44 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 5 THAT IS 490.00 FEET WEST OF A CEMENT MONUMENT AT THE NORTHEAST CORNER OF LOT 9 IN SAID CLOVERHILL SUBDIVISION; THENCE SOUTH 0 DEGREES 15 MINUTES 42 SECONDS WEST, PARALLEL WITH THE EAST LINES OF LOTS 1 AND 9 IN SAID CLOVERHILL SUBDIVISION, A DISTANCE OF 150.00 FEET, TO A POINT ON THE NORTH LINE OF SAID LOT 10 THAT IS 490.00 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH 88 DEGREES 21 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 490.00 FEET, TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 0 DEGREES 15 MINUTES 42 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 10, AND ALONG THE WEST LINE OF LOT 96 IN ROBERTSON'S 4TH ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 11, 1908 AS DOCUMENT NO. 93979, A DISTANCE OF 182.08 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 10 AND TO THE SOUTHWEST CORNER OF SAID LOT 96; THENCE NORTH 88 DEGREES 16 MINUTES 11 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 96 AND ALONG THE SOUTH LINE OF INCOPERO'S ASSESSMENT PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED FEBRUARY 21, 1990 AS DOCUMENT NO. R90-22106, A DISTANCE OF 240.01 FEET, TO A STONE MONUMENT AT THE SOUTHEAST CORNER OF LOT 2 OF SAID

INCOPERO'S ASSESSMENT PLAT AND TO A POINT ON THE WEST LINE OF LOT 10 IN SAID ROBERTSON'S 4TH ADDITION; THENCE SOUTH 0 DEGREES 19 MINUTES 34 SECONDS WEST, ALONG THE WEST LINE OF LOT 10 IN SAID ROBERTSON'S 4TH ADDITION, A DISTANCE OF 9.49 FEET, TO THE SOUTHWEST CORNER OF LOT 10 IN SAID ROBERTSON'S 4TH ADDITION; THENCE NORTH 88 DEGREES 22 MINUTES 30 SECONDS EAST, ALONG THE LINE BETWEEN LOTS 9 AND 10 IN SAID ROBERTSON'S 4TH ADDITION, A DISTANCE OF 150.10 FEET, TO THE WEST LINE OF HIGHLAND AVENUE AND TO THE SOUTHEAST CORNER OF LOT 10 IN SAID ROBERTSON'S 4TH ADDITION; THENCE SOUTH 0 DEGREES 19 MINUTES 34 SECONDS WEST, ALONG THE WEST LINE OF SAID HIGHLAND AVENUE AND ALONG THE EAST LINE OF LOTS 1 THROUGH 9 IN SAID ROBERTSON'S 4TH ADDITION, A DISTANCE OF 734.18 FEET, TO A POINT THAT IS 186.09 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 1 IN SAID ROBERTSON'S 4TH ADDITION; THENCE SOUTH 89 DEGREES 33 MINUTES 59 SECONDS WEST, A DISTANCE OF 70.98 FEET; THENCE SOUTH 15 DEGREES 13 MINUTES 36 SECONDS WEST, A DISTANCE OF 188.65 FEET; THENCE WESTERLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 646.75 FEET, WHOSE CENTER LIES TO THE SOUTH, AN ARC DISTANCE OF 143.30 FEET, THE CHORD OF SAID ARC BEARING SOUTH 87 DEGREES 18 MINUTES 50 SECONDS WEST AND HAVING A LENGTH OF

143.00 FEET, TO A POINT OF CURVATURE; THENCE SOUTH 81 DEGREES 41 MINUTES 33 SECONDS WEST, NON-TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 399.11 FEET; THENCE SOUTH 83 DEGREES 37 MINUTES 54 SECONDS WEST, A DISTANCE OF 261.77 FEET; THENCE NORTH 86 DEGREES 02 MINUTES 45 SECONDS WEST, A DISTANCE OF 13.78 FEET; THENCE NORTH 79 DEGREES 29 MINUTES 58 SECONDS WEST, A DISTANCE OF 18.87 FEET; THENCE NORTH 73 DEGREES 33 MINUTES 11 SECONDS WEST A DISTANCE OF 18.12 FEET; THENCE NORTH 70 DEGREES 26 MINUTES 10 SECONDS WEST, A DISTANCE OF 102.48 FEET; THENCE NORTH 57 DEGREES 02 MINUTES 03 SECONDS WEST, A DISTANCE OF 11.73 FEET; THENCE NORTH 51 DEGREES 53 MINUTES 50 SECONDS WEST, A DISTANCE OF 79.10 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 48 SECONDS WEST, A DISTANCE OF 12.10 FEET; THENCE NORTH 66 DEGREES 44 MINUTES 45 SECONDS WEST, A DISTANCE OF 56.28 FEET; THENCE NORTH 57 DEGREES 05 MINUTES 34 SECONDS WEST, A DISTANCE OF 76.31 FEET; THENCE NORTH 59 DEGREES 06 MINUTES 51 SECONDS WEST, A DISTANCE OF 86.21 FEET; THENCE NORTH 77 DEGREES 29 MINUTES 40 SECONDS WEST, A DISTANCE OF 39.16 FEET; THENCE SOUTH 74 DEGREES 08 MINUTES 35 SECONDS WEST A DISTANCE OF 27.17 FEET; THENCE SOUTH 58 DEGREES 15 MINUTES 47 SECONDS WEST A DISTANCE OF 31.08 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS WEST, A DISTANCE OF 257.86 FEET, TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTH 0 DEGREES 32 MINUTES 31 SECONDS WEST, ALONG THE WEST

LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 419.82 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY RIGHT-OF-WAY, AS DESCRIBED IN WARRANTY DEED RECORDED DECEMBER 12, 1906 AS DOCUMENT NO. 89457, SAID POINT BEING 60 FEET NORTHERLY OF THE CENTERLINE OF THE MAIN TRACK; THENCE SOUTH 81 DEGREES 37 MINUTES 33 SECONDS WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 990.00 FEET TO THE SOUTHEAST CORNER OF PROPERTY CONVEYED TO THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY BY WARRANTY DEEDS RECORDED AUGUST 15, 1923 AS DOCUMENT NUMBERS 168621 AND 168622; THENCE NORTH 0 DEGREES 32 MINUTES 31 SECONDS EAST, PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, AND ALONG THE EASTERLY LINE OF SAID PROPERTY, A DISTANCE OF 20.25 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY; THENCE SOUTH 81 DEGREES 37 MINUTES 33 SECONDS WEST, ALONG THE NORTHERLY LINE OF SAID PROPERTY A DISTANCE OF 687.62 FEET, TO AN ANGLE POINT, SAID POINT BEING 90 FEET NORTHERLY OF THE CENTER OF THE MAIN TRACK, AT THE CENTER OF THE SALT CREEK BRIDGE; THENCE SOUTH 80 DEGREES 44 MINUTES 16 SECONDS WEST, ALONG THE NORTHERLY LINE OF SAID PROPERTY CONVEYED BY DOCUMENT NUMBER 168622, A DISTANCE OF 20.52 FEET, TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO CENTRAL AND PACIFIC RAILROAD, AND TO THE NORTHWEST CORNER OF SAID PROPERTY; THENCE NORTH 51 DEGREES 42 MINUTES 58 SECONDS WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 9.98 FEET; THENCE NORTH 8 DEGREES 18 MINUTES 12 SECONDS WEST, A DISTANCE OF 605.63 FEET, TO A POINT ON THE WEST LINE OF AN EASEMENT FOR CHANNEL CHANGE FOR SALT CREEK, RECORDED APRIL 22, 1935 AS DOCUMENT NO. 357776; THENCE NORTHERLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 766.78 FEET, WHOSE CENTER LIES EASTERLY, AND ALONG THE WEST LINE OF SAID EASEMENT, AN ARC DISTANCE OF 148.60 FEET, THE CHORD OF SAID ARC BEARING NORTH 16 DEGREES 36 MINUTES 00 SECONDS WEST AND HAVING A LENGTH OF 148.37 FEET, NON-TANGENT TO THE LAST DESCRIBED COURSE, TO A POINT OF COMPOUND CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 6766.26 FEET, WHOSE CENTER LIES EASTERLY, AND ALONG THE WEST LINE OF SAID EASEMENT, AN ARC DISTANCE OF 621.13 FEET, TO THE SOUTH LINE OF GRAUE'S WOODS SUBDIVISION, AS MONUMENTED AND OCCUPIED ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 1915 AS DOCUMENT NO. 122401, AND TO THE NORTHWEST CORNER OF SAID EASEMENT; THENCE NORTH 88 DEGREES 23 MINUTES 58 SECONDS EAST, ALONG THE SOUTH LINE OF SAID GRAUE'S WOODS SUBDIVISION, SAID SOUTH LINE ALSO KNOWN AS THE CENTERLINE OF SECOND STREET, A DISTANCE OF 300.85 FEET TO AN IRON PIPE MONUMENT AT THE NORTHWEST CORNER OF PROPERTY HERETOFORE DEDICATED FOR A PUBLIC HIGHWAY KNOWN AS S.B.I. ROUTE 54 (ILLINOIS ROUTE 83) BY INSTRUMENT RECORDED APRIL 22, 1935 AS DOCUMENT NO. 357777; THENCE NORTH 88 DEGREES 09 MINUTES 40 SECONDS EAST, ALONG THE SOUTH LINE OF SAID GRAUE'S WOODS

SUBDIVISION, AS MONUMENTED AND OCCUPIED, A DISTANCE OF 47.86 FEET, TO THE NORTHWEST CORNER OF PROPERTY CONVEYED TO THE ELMHURST PARK DISTRICT BY WARRANTY DEED RECORDED MARCH 26, 1927 AS DOCUMENT NUMBER 232333; THENCE SOUTH 1 DEGREE 50 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF SAID ELMHURST PARK DISTRICT PROPERTY, A DISTANCE OF 544.72 FEET, TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 88 DEGREES 09 MINUTES 54 SECONDS EAST, ALONG THE SOUTH LINE OF SAID ELMHURST PARK DISTRICT PROPERTY, A DISTANCE OF 799.67 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 1 DEGREE 50 MINUTES 32 SECONDS WEST, ALONG THE EAST LINE OF SAID ELMHURST PARK DISTRICT PROPERTY, A DISTANCE OF 544.77 FEET, TO THE SOUTH LINE OF SAID GRAUE'S WOODS SUBDIVISION AS OCCUPIED AND MONUMENTED, AND TO THE NORTHEAST CORNER OF SAID ELMHURST PARK DISTRICT PROPERTY; THENCE NORTH 88 DEGREES 09 MINUTES 40 SECONDS EAST, ALONG THE SOUTH LINE OF SAID GRAUE'S WOOD SUBDIVISION, ALSO KNOWN AS THE CENTERLINE OF SECOND STREET, A DISTANCE OF 772.26 FEET, TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE SOUTH 0 DEGREES 32 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2, AND ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 4.62 FEET, TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B

Legal Description of Company Property
(entire parcel)

THAT PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF AN EASEMENT FOR CHANNEL CHANGE FOR SALT CREEK, RECORDED APRIL 22, 1915 AS DOCUMENT NUMBER 357776, SAID CORNER BEING ON THE SOUTH LINE OF GRAUE'S WOODS SUBDIVISION, AS MONUMENTED AND OCCUPIED, ACCORDING TO THE PLAT THEREOF, RECORDED OCTOBER 5, 1915 AS DOCUMENT NUMBER 122401, SAID SOUTH LINE ALSO KNOWN AS THE CENTERLINE OF SECOND STREET; THENCE SOUTHERLY, ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 6766.26 FEET, WHOSE CENTER LIES EASTERLY, AND ALONG THE WEST LINE OF SAID EASEMENT, AN ARC DISTANCE OF 621.13 FEET, TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY, ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 766.78 FEET, WHOSE CENTER LIES EASTERLY, AND ALONG THE WEST LINE OF SAID EASEMENT, AN ARC DISTANCE OF 148.60 FEET, THE CHORD OF SAID ARC BEARING SOUTH 16° 36' 00" EAST, AND HAVING A LENGTH OF 148.37 FEET, TO A POINT ON THE WEST LINE OF SAID EASEMENT; THENCE SOUTH 8° 18' 12" EAST, NON-TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 605.63 FEET, TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO CENTRAL AND PACIFIC RAILROAD; THENCE NORTH 51° 42' 58" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 652.18 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 3876.80 FEET, WHOSE CENTER LIES SOUTHWESTERLY, AND ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 543.10 FEET, TO THE CENTERLINE OF VILLA AVENUE, AS MONUMENTED AND OCCUPIED; THENCE NORTH 0° 34' 32" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 625.60 FEET, TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID GRAUE'S WOODS SUBDIVISION, AS MONUMENTED AND OCCUPIED; THENCE NORTH 88° 23' 58" EAST, ALONG SAID WESTERLY EXTENSION, AND ALONG THE SOUTH LINE OF SAID GRAUE'S WOODS SUBDIVISION, SAID SOUTH LINE ALSO KNOWN AS THE CENTERLINE OF SECOND STREET, A DISTANCE OF 733.62 FEET, TO THE POINT OF BEGINNING; ALL IN DUPAGE COUNTY, ILLINOIS AND CONTAINING 17.9784 ACRES, MORE OR LESS.

EXHIBIT C

Legal Descriptions and Depiction of
Access Easement Area and Parking Easement Area

PLAT OF EASEMENT

DU PAGE COUNTY, ILLINOIS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, CHARLES W. BARTOSZ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE PLAT HEREON DRAWN WAS PREPARED UNDER MY SUPERVISION FROM EXISTING RECORD MAPS AND PLATS, FOR THE USES AND PURPOSES HEREON SET FORTH AND THAT SAID PLAT IS AN ACCURATE REPRESENTATION OF THE LAND DESCRIBED HEREON. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 18TH DAY OF AUGUST, A.D., 2023.

CHARLES W. BARTOSZ
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3188
MY LICENSE EXPIRES ON NOVEMBER 30, 2024.
V3 COMPANIES, LTD. PROFESSIONAL DESIGN FIRM NO. 184000902
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2025.
cbartosz@v3co.com



PARKING EASEMENT AREA

ACCESS EASEMENT AREA

ACCESS EASEMENT AREA

THAT PART OF LOT 2 IN HAMMER ASSESSMENT PLAT, BEING A DIVISION IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 1992 AS DOCUMENT NUMBER R92-033384, LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE 83 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 IN SAID HAMMER ASSESSMENT PLAT; THENCE NORTH 08 DEGREES 18 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 1, BEING ALSO THE WEST LINE OF SAID LOT 2, A DISTANCE OF 239.13 FEET FOR THE PLACE FOR BEGINNING; THENCE CONTINUING NORTH 08 DEGREES 18 MINUTES 50 SECONDS WEST ALONG SAID WEST LINE OF LOT 2, A DISTANCE OF 60.00 FEET; THENCE NORTH 81 DEGREES 52 MINUTES 07 SECONDS EAST, 220.22 FEET; THENCE NORTH 19 DEGREES 57 MINUTES 24 SECONDS WEST, 178.14 TO A POINT OF CURVATURE; THENCE NORTHERLY AND EASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 109.29 FEET, HAVING A CHORD BEARING OF NORTH 29 DEGREES 29 MINUTES 49 SECONDS EAST, 188.67 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE 83; THENCE SOUTH 11 DEGREES 02 MINUTES 53 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 50.00 FEET; THENCE WESTERLY AND SOUTHERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST AND NOT TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 59.29 FEET, HAVING A CHORD BEARING OF SOUTH 29 DEGREES 29 MINUTES 49 SECONDS WEST, 102.37 FEET TO A POINT OF TANGENCY; THENCE SOUTH 19 DEGREES 57 MINUTES 24 SECONDS EAST, 246.59 FEET; THENCE SOUTH 81 DEGREES 12 MINUTES 43 SECONDS WEST, 283.07 FEET TO THE PLACE A BEGINNING, IN DUPAGE COUNTY, ILLINOIS.



WEST AVENUE

LOT 3
HAMMER ASSESSMENT PLAT
DOC. R92-033384

Parcel Index Numbers:

06-03-216-003

06-03-214-001

06-03-214-002

Address: 400 West First Street, Elmhurst, IL 60126



Stormwater Requisition under \$30,000

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

File #: 23-3643

Agenda Date: 11/7/2023

Agenda #: 9.C



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-3643	RFP, BID, QUOTE OR RENEWAL #: 22-069-SWM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$24,508.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$98,032.00
	CURRENT TERM TOTAL COST: \$24,508.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: Gatwood Crane Services	VENDOR #: 20583	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Al Brooks	VENDOR CONTACT PHONE: 847-364-1400	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupageco.org
VENDOR CONTACT EMAIL: abrooks@gatwoodcrane.com	VENDOR WEBSITE: www.gatwoodcrane.com	DEPT REQ #: 1600-2332	
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.). \$24,508 - First Renewal. On Call Crane Services for Stormwater Management to assist the department with heavy lifting of existing county owned equipment. As part of the operations and maintenance of the county's flood control facilities, crane services are occasionally needed to hoist pumps, chains, pipes, and other apparatuses.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Bid #22-069-SWM			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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

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

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Gatwood Crane Services	Vendor#: 20583	Dept: Stormwater Management	Division:
Attn: Al Brooks	Email: abrooks@gatwoodcrane.com	Attn: Jamie Lock	Email: jamie.lock@dupageco.org
Address: 2345 E. Hamilton	City: Arlington Heights	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60005	State: IL	Zip: 60187
Phone: 847-364-1400	Fax: 847-439-0163	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:
<i>Shipping</i>		<i>Contract Dates</i>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec. 1, 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		On Call Crane Services per lowest responsible bidder (Bid 22-069-SWM)	FY24	1600	3000	53410		24,508.00	24,508.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 24,508.00

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

CONTRACT AGREEMENT
CONTRACT 22-069-SWM BETWEEN GATWOOD CRANE SERVICES
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this 7th day of June, 2022, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and GATWOOD CRANE SERVICES, licensed to do business in the State of Illinois, located at 2345 E. Hamilton, Arlington Heights, Illinois, 60005 (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Bid 22-069-SWM for its Division of Stormwater Management, located at the DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:

- 1.1.a Project Information
- 1.1.b Instructions to Bidders
- 1.1.c General Conditions
- 1.1.d Special Conditions
- 1.1.e Insurance/Bonding Requirements and Certificates
- 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
- 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
- 1.1.h Exhibits
- 1.1.i County Purchase Order

1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.

1.3 In the event of a conflict between any of the above documents, the document control from top to bottom, i.e., "a" control over "b".

2.0 DURATION OF THIS CONTRACT

2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a five month period beginning on 06/07/2022 and continuing through 11/30/2022.

2.2 The Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus renewals exceed four (4) years.

3.0 TERMINATION

3.1 Except as otherwise set forth in this AGREEMENT, County shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

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

3.3 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, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT

4.0 BID PRICES AND PAYMENT

- 4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.
- 4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.
- 5.0 AMENDMENTS
- 5.1 This Contract may be amended by agreement of both parties.
- 5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.
- 6.0 CONTRACT ENFORCEMENT – ATTORNEY’S FEES
- 6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney’s fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
- 7.0 SEVERABILITY CLAUSE
- 7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court’s determination shall not affect the validity or enforceability of the remaining portions of this Contract.
- 8.0 GOVERNING LAW
- 8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.
- 9.0 ENTIRE AGREEMENT
- 9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.
- 9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

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

THE COUNTY OF DUPAGE, ILLINOIS

CONTRACTOR

By:

SIGNATURE

Valerie Calvente

PRINTED NAME

Acting Chief Procurement Officer

PRINTED TITLE

DATE

6/30/2022

By:

SIGNATURE

Al Brooks

PRINTED NAME

Project Manager

PRINTED TITLE

06/23/22

DATE



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
ON-CALL CRANE SERVICE 22-069-SWM
BID TABULATION



NO	ITEM	UOM	QTY	GATWOOD CRANE SERVICES		LA GRANGE CRANE SERVICE		STEVENSON CRANE SERVICES	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	50 TON CRANE	HR	10	\$ 337.00	\$ 3,370.00	\$ 385.00	\$ 3,850.00	\$ 450.00	\$ 4,500.00
2	60 TON CRANE	HR	10	\$ 375.00	\$ 3,750.00	\$ 395.00	\$ 3,950.00	\$ 450.00	\$ 4,500.00
3	70 TON CRANE	HR	12	\$ 396.00	\$ 4,752.00	\$ 405.00	\$ 4,860.00	\$ 500.00	\$ 6,000.00
4	90 TON CRANE	HR	12	\$ 428.00	\$ 5,136.00	\$ 425.00	\$ 5,100.00	\$ 585.00	\$ 7,020.00
5	COUNTERWEIGHT TRANSPORTATION (ROUND TRIP)	EA	5	\$ 1,000.00	\$ 5,000.00	\$ 1,100.00	\$ 5,500.00	\$ 1,200.00	\$ 6,000.00
6	PERMITS (ROUND TRIP)	EA	5	\$ 500.00	\$ 2,500.00	\$ 600.00	\$ 3,000.00	\$ 800.00	\$ 4,000.00
GRAND TOTAL				\$	24,508.00	\$	26,260.00	\$	32,020.00

NOTES

1. ALL VENDORS REQUIRE A MINIMUM OF EIGHT (8) HOURS FOR EACH CRANE USE.

Invitations Sent	3
Potential Bidders Requesting Bid Documents	0
Total Bid Responses Received	3

PRICE

Any quantities shown are estimated only and are provided for bid canvassing purposes.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	50 TON CRANE	HR	10	\$ 337.00	\$ 3,370.00
2	60 TON CRANE	HR	10	\$ 375.00	\$ 3,750.00
3	70 TON CRANE	HR	12	\$ 396.00	\$ 4,752.00
4	90 TON CRANE	HR	12	\$ 428.00	\$ 5,136.00
5	COUNTERWEIGHT TRANSPORTATION (ROUND TRIP)	EA	5	1,000.00 \$	5,000.00 \$
6	PERMITS (ROUND TRIP)	EA	5	\$ 500.00	\$ 2,500.00
GRAND TOTAL					24,508.00 \$

" All Cranes Are 8 Hour Minimums "

QUOTE SIGNATURE PAGE
ON-CALL CRANE SERVICE 22-069-SWM

X _____ **Project Manager**
_____ (Signature and Title)

5/19/22
_____ (Date)

QUOTATION MUST BE SIGNED FOR CONSIDERATION

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Business Name of Bidder	Gatwood Crane Service
Main Business Address	2345 E. Hamilton Rd.
City, State, Zip Code	Arlington Heights, IL 60005
Telephone Number	847-364-1400
Email Address	abrooks@gatwoodcrane.com
Bid Contact Person	Al Brooks



AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Gatwood Crane Services. located at 2345 E. Hamilton St. Arlington Heights, IL 60005, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-069-SWM which became effective on 6/07/2022 and which will expire 11/30/2023. The contract is subject to a second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 11/30/2024.

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

CONTRACTOR



SIGNATURE

David Gibson

PRINTED NAME

Vice President

PRINTED TITLE

11/2/23

DATE

THE COUNTY OF DUPAGE

SIGNATURE

Nickon Etminan

PRINTED NAME

Buyer II

PRINTED TITLE

DATE



Required Vendor Ethics Disclosure Statement

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

Date: Oct 17, 2023

Bid/Contract/PO #: _____

Company Name: Gatwood Crane Service, Inc.	Company Contact: Linzey Zingen
Contact Phone: 779-243-0067	Contact Email: lzingen@gatwoodcrane.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

David Gibson

Title

Vice President

Date

Oct 17, 2023

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



Stormwater Management Resolution

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

File #: SM-R-0075-23

Agenda Date: 11/7/2023

Agenda #: 9.D

MEMORANDUM OF UNDERSTANDING BETWEEN DUPAGE COUNTY STORMWATER MANAGEMENT,
THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, AND THE DUPAGE RIVER SALT CREEK
WORKGROUP FOR CONSTRUCTION AND PERPETUAL MAINTENANCE OF A FISH PASSAGE SYSTEM AT
FAWELL DAM IN THE McDOWELL GROVE FOREST PRESERVE IN NAPERVILLE, ILLINOIS

WHEREAS, the Illinois General Assembly has granted the 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 65 ILCS 5/11-109-1, the COUNTY has the authority to maintain waterways and flood control structures under its ownership and jurisdiction; and

WHEREAS, the COUNTY owns and operates Fawell Dam for flood control and property protection purposes situated in the McDowell Forest Preserve in Naperville, Illinois, a preserve owned by the FPDDC; and

WHEREAS, the COUNTY is a regional stormwater authority and improving water quality within DuPage County Waterways is part of the COUNTY's mission; and

WHEREAS, aquatic life surveys of the West Branch DuPage River commissioned by the DRSCW have shown that species downstream of Fawell Dam are more abundant than those upstream of Fawell Dam; and

WHEREAS, the Parties have complimentary missions that include the preservation and enhancement of existing aquatic and riparian environments in DuPage County; and

WHEREAS, the Parties have identified a potential solution for improving aquatic life and are in agreement that fish passage through Fawell Dam can improve aquatic life upstream of Fawell Dam by placing a fish passage system (hereafter called "the Ladder") in one of the dam's culverts, plus related components (hereafter collectively called the "PROJECT"); and

WHEREAS, the DRSCW has negotiated a special condition into the National Pollutant Discharge Elimination System (NPDES) permits for its agency members that prescribes constructing the PROJECT by December 31, 2024, and

WHEREAS, the PROJECT may be completed more effectively and economically with the cooperation and joint efforts and resources of the COUNTY, FPDDC, and the DRSCW; and

WHEREAS, the Parties are committed to working jointly to problem solve and implement solutions to the placement and operation of the Ladder.

WHEREAS, on July 01, 2015, the DRSCW's Executive Board authorized the DRSCW to negotiate and enter into a Memorandum of Understanding with the COUNTY and FPDDC establishing roles for designing and implementing certain projects within DuPage County; and

WHEREAS, on November 21, 2023, the FPDDC's Board authorized the FPDDC to enter into a Memorandum of Understanding with the DRSCW and the COUNTY as to the PROJECT defined herein;

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, and the DUPAGE RIVER SALT CREEK WORKGROUP is hereby accepted and approved, and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT, by and through the Stormwater Management Department, to the DRSCW, 10S404 Knoch Knolls Rd.; Naperville, IL 60565; the FPDDC, 3S580 Naperville Rd., Wheaton, IL 60189; and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 14 day of November, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services



STORMWATER MANAGEMENT

MEMORANDUM

Date: October 27, 2023

To: Stormwater Management Committee

From: Christopher C. Vonnahme, P.E., Deputy Director

Re: Memorandum of Understanding – Fawell Dam Fish Passage Project

Action Requested: Staff is requesting Stormwater Management Committee approval of the Memorandum of Understanding between DuPage County, the Forest Preserve District of DuPage County and the DuPage River Salt Creek Workgroup for the installation of a fish passage system at the Fawell Dam Flood Control Facility.

DuPage County owns and operates Fawell Dam for flood control and property protection purposes. The dam is located within the McDowell Grove Forest Preserve in Naperville, which is owned by the Forest Preserve District of DuPage County (FPDDC). Aquatic life surveys of the West Branch DuPage River commissioned by the DuPage River Salt Creek Workgroup (DRSCW) have shown that fish species downstream of Fawell Dam are more abundant than those upstream of the dam. DuPage County, the FPDDC and the DRSCW all have complimentary missions that include the preservation and enhancement of existing aquatic and riparian environments. The parties have identified a potential solution for improving aquatic life and are in agreement that fish passage through Fawell Dam can improve aquatic life upstream of the dam. The fish passage system will consist of a fish ladder to be installed within the eastern most box culvert at Fawell Dam along with the placement of upstream debris protection and the regrading of the downstream riprap.

Attached, please find a Memorandum of Understanding (MOU) between DuPage County, the FPDDC and the DRSCW for the installation of a fish passage system at Fawell Dam. This MOU defines the design, construction, operation and maintenance responsibilities for the fish passage system. In general, the DRSCW will be responsible for the design and construction of the fish ladder as well as any maintenance required for 5 years following substantial completion of the project. DuPage County will be responsible for the bidding of the improvements, construction oversight and debris removal after construction has been completed. In addition, the County will take over ownership and maintenance responsibilities of the fish ladder after the 5-year period

following substantial completion. The fish passage system should not impact the operation of the dam as a flood control facility. However, if operations are negatively impacted or if the fish ladder adversely affects the integrity of the dam, the County will have the option to remove the fish passage system in its entirety.

Staff is requesting approval of the Memorandum of Understanding between DuPage County, the Forest Preserve District of DuPage County and the DuPage River Salt Creek Workgroup for the installation of a fish passage system at the Fawell Dam Flood Control Facility.

**MEMORANDUM OF UNDERSTANDING BETWEEN DUPAGE COUNTY
STORMWATER MANAGEMENT, THE FOREST PRESERVE DISTRICT OF
DUPAGE COUNTY, AND THE DUPAGE RIVER SALT CREEK WORKGROUP
FOR CONSTRUCTION AND PERPETUAL MAINTENANCE OF A FISH
PASSAGE SYSTEM AT FAWELL DAM IN THE McDOWELL GROVE FOREST
PRESERVE IN NAPERVILLE, ILLINOIS**

THIS Memorandum of Understanding (hereinafter the "Agreement") is entered into this 14th day of November, 2023, by and between: (1) the DuPage River Salt Creek Workgroup, (hereinafter the "DRSCW"); (2) DuPage County Stormwater Management, (hereinafter the "COUNTY"); and (3) the Forest Preserve District of DuPage County, a unit of local government organized and existing under Article VII, Section 8 of the 1970 Constitution of the State of Illinois (hereinafter "FPDDC"). The DRSCW, the COUNTY, and FPDDC are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Illinois General Assembly has granted the 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 65 ILCS 5/11-109-1, the COUNTY has the authority to maintain waterways and flood control structures under its ownership and jurisdiction; and

WHEREAS, the COUNTY owns and operates Fawell Dam for flood control and property protection purposes situated in the McDowell Forest Preserve in Naperville, Illinois, a preserve owned by the FPDDC; and

WHEREAS, the COUNTY is a regional stormwater authority and improving water quality within DuPage County Waterways is part of the COUNTY's mission; and

WHEREAS, aquatic life surveys of the West Branch DuPage River commissioned by the DRSCW have shown that species downstream of Fawell Dam are more abundant than those upstream of Fawell Dam; and

WHEREAS, the Parties have complimentary missions that include the preservation and enhancement of existing aquatic and riparian environments in DuPage County; and

WHEREAS, the Parties have identified a potential solution for improving aquatic life and are in agreement that fish passage through Fawell Dam can improve aquatic life upstream of Fawell Dam by placing a fish passage system (hereafter called “the Ladder”) in one of the dam’s culverts, plus related components (hereafter collectively called the “PROJECT”); and

WHEREAS, the DRSCW has negotiated a special condition into the National Pollutant Discharge Elimination System (NPDES) permits for its agency members that prescribes constructing the PROJECT by December 31, 2024, and

WHEREAS, the PROJECT may be completed more effectively and economically with the cooperation and joint efforts and resources of the COUNTY, FPDDC, and the DRSCW; and

WHEREAS, the Parties are committed to working jointly to problem solve and implement solutions to the placement and operation of the Ladder.

WHEREAS, on July 01, 2015, the DRSCW's Executive Board authorized the DRSCW to negotiate and enter into a Memorandum of Understanding with the COUNTY and FPDDC establishing roles for designing and implementing certain projects within DuPage County; and

WHEREAS, on November 21, 2023, the FPDDC's Board authorized the FPDDC to enter into a Memorandum of Understanding with the DRSCW and the COUNTY as to the PROJECT defined herein;

NOW THEREFORE, in consideration of the matters set forth above, the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, the COUNTY, FPDDC and DRSCW hereby agree as follows:

Article 1. Incorporation of Recitals.

The recitals set forth above are incorporated herein by reference and made a part hereof.

Article 2. Responsibility for Expenses

1. With the exception of Article 4.6 the DRSCW shall be responsible for all expenses incurred by the Parties for the design, purchase, delivery and construction of the Ladder, in accordance with Article 4.
2. The DRSCW shall also be responsible for all expenses incurred by the Parties for any repairs, modifications, temporary storage, temporary removal and re-installation, or permanent removal, of the PROJECT in accordance with Articles 6 and 7.
3. The DRSCW shall also be responsible for all expenses incurred by the Parties for the removal, re-installation and storage of the upstream section of the Ladder, including rental of equipment, for the winter season or emergency situations when the flood control gate would need to close entirely as prescribed in Article 5.6.
4. Expenses incurred in accordance with Article 5 shall be the responsibility of the Party identified as responsible for the action.
5. The Parties shall provide written requests for reimbursement to the DRSCW based upon actual costs incurred and the DRSCW shall reimburse each Party within 90 days of receipt.

Article 3. Transfer of Ownership

1. After 5 years from the date of substantial completion of the PROJECT, as defined and administered within the Construction Documents per Article 4, all ownership and maintenance responsibilities will be transferred from the DRSCW to the COUNTY, with the exception of activities covered in Article 2 Section 3.
2. Within 90 working days prior to the aforementioned transfer of ownership, the DRSCW shall cause a final, joint inspection of the PROJECT by the Parties to occur. The COUNTY and FPDDC shall provide the DRSCW with any requests for modifications in writing within 10 working days after said inspection. The DRSCW shall then cause said modifications to occur in accordance with Article 6 or provide a written disposition as to why said modifications cannot be reasonably made. The DRSCW shall be responsible for any costs incurred beyond the date of transfer that pertain solely to the final, joint inspection in accordance with the terms of this Agreement. Once said modifications are satisfactorily completed, or if none are

necessary, this Agreement shall then expire in accordance with Article 11.

Article 4. Construction of PROJECT

1. The PROJECT will consist of design, fabrication, and placement of the Ladder within the eastern culvert at Fawell Dam, the placement of upstream debris protection, and the regrading of the downstream riprap.
2. The DRSCW shall cause to be prepared construction drawings, specifications, and details for the PROJECT (hereinafter the "Construction Documents").
3. The DRSCW shall obtain all federal, state, and county permits required by law for the construction of the PROJECT, and shall assume any costs in procuring said permits.
4. The DRSCW shall provide the COUNTY and FPDDC with pre-final Construction Documents and the COUNTY and FPDDC will review and provide comments to the DRSCW in writing within twenty-eight (28) working days of receipt. The DRSCW shall then cause any modifications to the Construction Documents to be made, except those that it deems will impact its intended function, and provide a written disposition to said comments to the Parties.
5. The COUNTY shall be responsible for the procurement and administration of the construction contract for the PROJECT.
6. The COUNTY maintains the option to integrate repair of the dam's wingwall into the PROJECT. The COUNTY will provide plans, specifications, and scheduling for this repair work to the parties and incorporate them into the construction contract.
7. As this PROJECT pertains to the NPDES permits of the DRSCW's agency members, time is of the essence for its completion. The Parties will strive to complete the PROJECT by December 31, 2024, and if not then, then as soon as possible thereafter.
8. The COUNTY will provide the Parties with an electronic copy of the as-built for the PROJECT.

Article 5. Operations & Maintenance (O&M) of the Ladder

1. The Parties agree to work cooperatively to operate and maintain the Ladder and its intended function. The responsibilities as set forth herein shall take effect upon substantial completion of the PROJECT.
2. Each Party shall be responsible for obtaining any federal, state, and local permits necessary to perform their assigned maintenance.
3. The Parties may add, delete, or re-assign the maintenance responsibilities set forth herein based on the accumulated experience and mutual agreement of all Parties in accordance with Article 24.
4. The COUNTY agrees to accommodate the Ladder as an integral feature in the operation and maintenance of Fawell Dam.
5. The COUNTY shall be responsible for the removal of flow obstructions (i.e., trash, woody debris, vegetative material, etc.) that may inhibit fish passage or exert significant stress on the ladder during high flows. The COUNTY's responsibility will be limited to the removal of obstructions within the three trash racks (i.e., Upstream End, Splash Pad Lip Ladder, and Lip Ladder), as well as within the side baffles beneath the hinged, two-part top grate of the Splash Pad Lip Ladder. Ladder debris inspections and removal shall be scheduled to occur during the COUNTY's standard Fawell Dam inspection and maintenance schedule, and when it is safe to implement, judged by the COUNTY.
6. The County shall be responsible for the temporary removal and re-installation of the upstream section of the Ladder for the winter season or emergency situations when the flood control gate would need to close entirely.
7. The DRSCW shall be responsible for maintaining the structural integrity of the Ladder and its ancillary components. The DRSCW shall inspect all accessible structural components during the period between the temporary removal and re-installation of the upstream section of the Ladder. The DRSCW shall be responsible for developing and implementing a permit-required confined space program to conduct said inspection. The COUNTY may request additional inspections outside of said period based on its own inspection of the dam. Said request shall be in writing and upon receipt, the DRSCW shall have 15 working days to perform said inspection and provide a schedule for action within 5 working days of said inspection. The responsibility for inspections

and maintaining the structural integrity of the Ladder and its ancillary components shall transfer to the COUNTY with the Transfer of Ownership per Article 3.

8. The DRSCW will be responsible for the implementation of a program to monitor the effectiveness of fish passage through the Ladder. Prior to its implementation, the DRSCW shall submit a written plan to the COUNTY for its concurrence that said plan will not result in significant impacts to the COUNTY's operations. The COUNTY shall not be responsible to continue the monitoring program upon the Transfer of Ownership per Article 3, but the DRSCW reserves its right to continue with such at its sole discretion.
9. As part of the Ladder placement, the crest elevation of the riprap used for energy dissipation downstream of the dam shall be re-established. After substantial completion of the PROJECT, the COUNTY shall be responsible for maintaining the crest elevation within a reasonable tolerance. The COUNTY will inspect after high flow events, but inspections shall be no less than annually to ensure the riprap does not impede fish passage to the Ladder.

Article 6. Repairs and Modifications

1. In the event that a portion of the PROJECT is damaged due to factors outside of the Parties' control, the DRSCW will be responsible for providing plans and specifications for the maintenance repairs or improvements, obtaining permits (if required), and paying for the repairs. The COUNTY will provide for the procurement and administration of the contract for the repair. Any repair that alters the original design of the PROJECT shall be reviewed and approved by all Parties prior to procurement.
2. If modification of the Ladder to either improve fish passage or facilitate maintenance is agreed upon by all Parties, the DRSCW will be responsible for providing plans and specifications for the modification, obtaining permits (if required), and paying for the modification. The COUNTY will provide for the procurement and administration of a construction contract for the modification.
3. If repetitive maintenance and/or operational issues occur at Fawell Dam as a result of the PROJECT, the COUNTY shall provide written notice to the Parties documenting its concerns. The DRSCW shall then have 45 working days to develop and propose a modification for review by the Parties. If acceptable to all Parties, the COUNTY shall

then proceed with implementing the modification as set forth in this Agreement.

Article 7. Removal by the COUNTY

1. The COUNTY may temporarily remove the Ladder, or sections thereof, when performing repairs or routine maintenance of Fawell Dam that is unrelated to the PROJECT. The COUNTY shall be responsible for reinstalling the Ladder back at, or near to, its original condition.
2. In emergency situations, the COUNTY shall have the sole authority to remove the Ladder without prior approval or knowledge by the other Parties. In an effort to maximize the participation by the Parties prior to taking such significant action, emergency situations will generally be defined as either visible indications that the Ladder is detrimental to Fawell Dam's structural integrity or when the Ladder impedes the COUNTY's ability to operate the Fawell Dam as a flood control measure immediately preceding or during a high flow event. The COUNTY will salvage what is practical for later transport and storage by the DRSCW.
3. If modifications done in accordance with Section 6.3 fail to resolve the maintenance and/or operation issue identified in writing, then the COUNTY shall, at its sole discretion, procure and administer a contract for the PROJECT's permanent removal. The COUNTY will salvage what is practical for later transport and storage by the DRSCW.
4. If the DRSCW concludes that the ladder is not ameliorating fish passage and no remedy is available, it may recommend to the COUNTY and FPDDC that the ladder be removed. The COUNTY will cooperate with the DRSCW to facilitate this task.

Article 8. Termination by the COUNTY and FPDDC

Prior to commencement of construction on the PROJECT, the COUNTY or FPDDC may, at their option, and upon giving written notice to the DRSCW, terminate this Agreement as it pertains to the entire PROJECT. However, if the DRSCW has acquired materials and/or commenced construction for the PROJECT, the terminating Party shall reimburse the DRSCW for its costs relative to non-refundable material acquisition and construction invoices. Ownership of the material will be transferred to the reimbursing Party.

Article 9. Termination by the DRSCW

Prior to commencement of or during construction of the PROJECT, the DRSCW may, at its option, and upon giving written notice to the other Parties, terminate this Agreement as it pertains to the entire Project and reimburse the parties of any capital investment made toward the PROJECT by their agency.

Article 10. Effective Date

This Agreement becomes effective on the date of the Resolution as approved by DuPage County Board, which shall be the date inserted on the first page hereof.

Article 11. Duration of the Agreement

This Agreement shall remain in full force until the parties mutually agree in writing to its termination, unless terminated in accordance with Articles 8 and, or 9 above. If any PROJECT-related, operational, or maintenance issues relative to the PROJECT remain outstanding at the time of a mutually agreed termination under this Article, the Parties agree to cooperate towards the determination of terms, conditions, and responsibilities for a new agreement, which shall be executed by and between the Parties as to those outstanding issues contemporaneously with the termination of this Agreement.

Article 12. Non-Assignment

No Party may assign its rights or obligations hereunder without the written consent of the other Parties.

Article 13. Waiver of Personal Liability

No official, employee, or agent of any Party to this Agreement shall be charged personally by the other Parties with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement, unless said breach is proximately caused by a fraudulent and/or criminal act of the official, employee, and/or agent charged with the breach.

Article 14. Indemnification

1. The DRSCW shall, to the extent permitted by applicable law, 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 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 DRSCW's performance under this AGREEMENT to the fullest extent the DRSCW is so authorized under the law; provided, however, that the DRSCW 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.
2. The DRSCW shall, to the extent permitted by applicable law, require each consultant and contractor responsible for the design, construction, maintenance, or monitoring of the PROJECT to name the FPDDC and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the DRSCW shall require that its consultants and contractors indemnify, defend, and hold harmless the FPDDC 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. To the extent permitted by applicable law.
3. The COUNTY shall, to the extent permitted by applicable law, indemnify , exonerate, and hold free and harmless FPDDC and the DRSCW, their Commissioners, officers, employees, servants, and agents ("Indemnified Parties") from all liabilities including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements-any or all of which are asserted by any individual, private entity, or public entity against the Indemnified Parties and arise out of the negligent acts or omissions of the COUNTY, except to the extent of the negligence or fault of the party being indemnified.
4. FPDDC shall, to the extent permitted by applicable law, indemnify, exonerate, and hold free and harmless the COUNTY and the DRSCW, their Commissioners, officers, employees, servants, and agents ("Indemnified Parties") from all liabilities-including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements),

claims, demands, actions, suits, proceedings, judgments or settlements-any or all of which are asserted by any individual, private entity, or public entity against the Indemnified Parties and arise out of the negligent acts or omissions of the FPDDC, except to the extent of the negligence or fault of the party being indemnified.

5. Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings, and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraphs 4.1 through 4.4, is the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove DRSCW'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 DRSCW or its consultants, contractors, or agents. The DRSCW'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

Article 15. Representations of the COUNTY

The COUNTY covenants, represents, and warrants as follows:

1. The COUNTY has full authority to execute, deliver, and perform or cause to be performed this Agreement.
2. The individuals signing this Agreement and all other documents executed on behalf of the COUNTY are duly authorized to sign same on behalf of and to bind the COUNTY.
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the COUNTY or any instrument to which the COUNTY is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 16. Representations of the FPDDC

FPDDC covenants, represents, and warrants as follows:

1. The FPDDC has full authority to execute, deliver, and perform or cause to be performed this Agreement.

2. The individuals signing this Agreement and all other documents executed on behalf of the FPDDC are duly authorized to sign same on behalf of and to bind the FPDDC.
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the FPDDC or any instrument to which the FPDDC is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 17. Representations of the DRSCW

The DRSCW covenants, represents, and warrants as follows:

1. The DRSCW has full authority to execute, deliver, and perform or cause to be performed this Agreement.
2. The individuals signing this Agreement and all other documents executed on behalf of the DRSCW are duly authorized to sign same on behalf of and to bind the DRSCW.
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the DRSCW or any instrument to which the DRSCW is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 18. Disclaimers

This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between any party other than the DRSCW, the COUNTY, and the FPDDC.

Article 19. Waivers

Whenever a Party to this Agreement by proper authority waives another Party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether expressed or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have

been waived.

Article 20. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, then such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance.

Article 21. Necessary Documents

Each Party agrees to execute and deliver all further documents and, or, agreements, and take all further action reasonably necessary to effectuate the purpose of this Agreement. Upon the substantial completion of the PROJECT, the COUNTY shall provide the DRSCW and FPDDC with "As-Built" drawings for the PROJECT that meets the requirements of the DuPage County Countywide Stormwater and Floodplain Ordinance and the DuPage County Building Code.

Article 22. Deemed Inclusion

Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by any Party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

Article 23. Entire Agreement

This Agreement, and any exhibits or riders attached hereto, shall constitute the entire Agreement between the Parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

Article 24. Amendments

This Agreement shall not be amended unless it is done so in writing and signed by the

authorized representatives of all the Parties.

Article 25. References to Documents

All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which all Parties hereto are privy.

Article 26. Notices

Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the Party for whom such notices are intended at the address set forth below, unless otherwise specified and agreed to by the Parties. The title "Fawell Dam Fish Passage System Agreement" must be prominently featured in the heading of all notices sent hereunder.

Immediately upon execution of this Agreement, the following individuals will represent the Parties as a primary contact and with respect to the giving of notice in all matters under this Agreement.

For the DRSCW:

Director DuPage River Salt Creek Workgroup

The Conservation Foundation

10S404 Knoch Knolls Rd.

Naperville, IL 60565

Phone: 630-428-4500, x 118

Fax: 630-428-4599

Email: smccracken@theconservationfoundation.org

For the FPDDC:

Director of Natural Resources

Forest Preserve District of DuPage County

3S580 Naperville Road

Wheaton, IL 60189

Phone: 630-933-7227

Email: eneidy@dupageforest.org

For the COUNTY:

Director

DuPage County Stormwater Management

421 N. County Farm Rd.

Wheaton, IL 60187

Phone: 630-407-6676

Cell: 630-514-8867

sarah.hunn@dupagecounty.gov

Each Party agrees to promptly notify the other Parties of any change in its designated representative, which notice shall include the name, address, e-mail address, telephone number and fax number of the representative for such Party for the purpose hereof.

DuPage River Salt Creek Workgroup

IN WITNESS WHEREOF, the DuPage River Salt Creek Workgroup has caused this Agreement to be executed by its duly authorized officer, and duly attested.

DuPage River Salt Creek Workgroup

Stephen McCracken, Director

_____.

Date

Other

_____.

Date

Forest Preserve District of DuPage County

IN **WITNESS WHEREOF**, the Forest Preserve District of DuPage County has caused this Agreement to be executed by its duly authorized officer, duly attested, and its seal hereunto affixed.

Forest Preserve District of DuPage County

Erik Neidy, Director of Natural Resources

_____.

Date

Other

_____.

Date

DuPage County Stormwater Management Planning Committee

IN WITNESS WHEREOF, the DuPage County Stormwater Management Planning Committee has caused this Agreement to be executed by its duly authorized officer, duly attested, and its seal hereunto affixed.

DuPage County

Sarah Hunn, Director of Stormwater Management

_____.

Date

Other

_____.

Date



Stormwater Management Resolution

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

File #: SM-R-0076-23

Agenda Date: 11/7/2023

Agenda #: 9.E

AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF LISLE AND
THE COUNTY OF DU PAGE FOR THE
MAIN STREET STORAGE BASIN PROJECT

WHEREAS, the VILLAGE and COUNTY are each public agencies within the meaning of the Intergovernmental Cooperation Act, as set forth in 5 ILCS 220/1 *et. seq.*; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act authorize units of local government to enter into intergovernmental agreements pertaining to intergovernmental activities; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to construct stormwater facilities and to enter into agreements for the purposes of constructing stormwater facilities (Illinois Compiled Statutes Chapter 55, paragraphs 5-1062.3, and 5-15001 *et. seq.*; and

WHEREAS, pursuant to said authority, the COUNTY has sought to undertake a project to reduce flooding by constructing a flood control storage basin, generally located along Main Street, between Middleton Drive and Lacey Avenue, within the Village of Lisle (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE desire to cooperatively implement the PROJECT for the purposes of stormwater management, flood control, water quality enhancement, improvement of wildlife and plant habitat for DuPage County residents; and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT'S stormwater components will benefit local citizens by improving drainage and reducing the depth and duration of localized flooding within the Village of Lisle; and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT'S multi-use path component will benefit local citizens by improving recreation and transportation options within the Village of Lisle; and

WHEREAS, the COUNTY owns real property located between Main Street and Center Avenue, as depicted on the attached Plat of Easement (Exhibit A) in the AGREEMENT; and

WHEREAS, the "12' Path Easement" depicted on the Plat of Easement is necessary for the VILLAGE to construct a multi-use path on COUNTY property; and

WHEREAS, it is in the best interest of the COUNTY and the VILLAGE that the COUNTY grant said easement to the VILLAGE for public use; and

WHEREAS, the COUNTY and the VILLAGE are municipalities under Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1(c) (hereinafter referred to as the “Transfer Act”); and

WHEREAS, Section 2 of the Transfer Act authorizes the COUNTY, pursuant to a resolution passed by a two-thirds vote of the members of its corporate authority, to convey property, including an easement, to the VILLAGE where it is necessary or convenient for the VILLAGE to use, occupy or improve the property in the making of any public improvement or for a public purpose by the VILLAGE if the VILLAGE has passed an ordinance making such a finding; and

WHEREAS, the VILLAGE on October 16, 2023, passed Ordinance No. 2023-5031 “that the Village Board finds it necessary or convenient for it to obtain an easement over the property to use, occupy or improve for the purpose of constructing a multi-use path upon;” as depicted on the Plat of Easement (Exhibit A) of the AGREEMENT; and

WHEREAS, the Stormwater Management Planning Committee has reviewed and recommended approval of the attached AGREEMENT and its Plat of Easement (Exhibit A).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the VILLAGE OF LISLE is hereby accepted and approved, and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT, by and through the Stormwater Management Department, to the Village of Lisle, 925 Burlington Avenue, Lisle, IL 60532; and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 14 day of November, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services



STORMWATER MANAGEMENT

MEMORANDUM

Date: November 7, 2023

To: Stormwater Management Committee

From: Robert Covey, P.E., Senior Project Engineer

Re: Main Street Storage Project –Intergovernmental Agreement w/ Village of Lisle

DuPage County Stormwater Management, through its Watershed Planning Program, has been working to implement various projects outlined in the St. Joseph Creek Watershed Plan. This plan, which was approved by the County Board on February 21, 2021, includes several recommended projects to reduce flooding and improve water quality throughout the watershed. Staff from Stormwater Management has been working with staff from the Village of Lisle to implement one of the projects, the Main Street Storage Project. DuPage County has received ARPA funding in the amount of \$179,266,585 with a portion of these funds being allocated to Stormwater projects. The Stormwater Management Department has received a portion of the ARPA funds to be used towards new projects. The Main Street Storage Project will provide critical flood control storage along St. Joseph Creek to greatly reduce the depth and duration of flooding in this area of the Village of Lisle. Stormwater staff also worked with the Village of Lisle to provide an easement for a multi-use path along the perimeter of the county property. The design and construction of the path is being paid for directly by the Village of Lisle.

Stormwater Management staff has worked with an engineering consultant to design and permit final construction documents of the proposed stormwater project. The proposed solution will include a new large flood control basin along the north side of St. Joseph Creek that will collect and store up to 10.8 ac-ft of flood water during severe rainfall events. A large 50 foot concrete side weir will be constructed along the north bank of St. Joseph Creek to allow flood water to drain into the storage area at the design elevation of 667.05. The stormwater will be stored for a period of time, and then will drain out through a gravity storm sewer as the creek recedes. In addition, some tree clearing and vegetation removal will take place along the stream corridor and elsewhere on county property in order to facilitate the construction and improve the water quality of the stream.

An Intergovernmental Agreement is required between DuPage County and the Village

of Lisle in order to facilitate the construction of the desired multi-use path. This document will memorialize the agreement between the entities for the construction and long-term maintenance of the multi-use path improvements. This Intergovernmental Agreement with DuPage County Stormwater Management will provide the Village of Lisle the appropriate permissions to operate, inspect, and maintain the multi-use path improvements in an easement provided on property owned by DuPage County.

Action Requested: Staff is requesting approval of the Intergovernmental Agreement with the Village of Lisle for the Main Street Storage Project.

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS
AND THE VILLAGE OF LISLE FOR THE MAIN STREET STORAGE PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this ___ day of November 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 the VILLAGE OF LISLE, a body politic and corporate, with offices at 925 Burlington Avenue, Lisle, IL 60532 (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 as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has been awarded \$179,266,585 in funding through the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the DuPage County Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the DuPage County Board have approved a portion of the funds dedicated to Stormwater Infrastructure are to be used

to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the DuPage County Board adopted the St. Joseph Creek Watershed Plan on February 21, 2021; and

WHEREAS, the creation of the Main Street Storage Project was a recommended project in the adopted St. Joseph Creek Watershed Plan; and

WHEREAS, the VILLAGE and COUNTY have agreed in concept that the “MAIN STREET STORAGE PROJECT” meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the VILLAGE have determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and

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

WHEREAS, the COUNTY and the VILLAGE have determined that a multi-use path (“path”) can be included with the project and constructed upon an easement granted to the VILLAGE as long as the construction of the path is bid as an alternate to the rest of the project, and the VILLAGE will make payment directly to the contractor for said construction; and

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

1.0 INCORPORATION AND CONSTRUCTION.

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

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves the excavation and construction of a flood control storage basin with appropriate inlet and outlet features in the area along the north side of

St. Joseph Creek immediately east of Main Street within the limits of the Village of Lisle.

- 2.2 The PROJECT shall be developed essentially in accord with the engineering report and engineering plans prepared by Engineering Resource Associates with a latest revision date of August, 2023, which document is incorporated herein by reference but is not attached hereto due to space limitations.
- 2.3 The COUNTY shall grant to the VILLAGE a “Multi-Use Path Easement” over and along the area of the proposed multi-use path through the project area in compliance with the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.* attached hereto as Exhibit 1.
- 2.4 The legal description for the easement plat shall be prepared by a Village-hired, Illinois licensed land surveyor. Such survey shall be provided to the COUNTY and the VILLAGE upon completion thereof which event shall be completed prior to the contemplated easement grant. The need to correct any legal description, at any time, shall not require a formal amendment to this AGREEMENT and, or, its exhibits.

3.0 FUNDING.

- 3.1 The total construction related PROJECT costs are estimated to be one million five hundred ninety-five thousand, six hundred and twenty dollars (\$1,595,620). The anticipated cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF LISLE	\$0
COUNTY OF DUPAGE	\$1,595,620
TOTAL	\$1,595,620

- 3.2 The COUNTY 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 (through an amendment consistent with Paragraph 8.1) before they are incurred.
- 3.3 This AGREEMENT shall in no way obligate the COUNTY to undertake this PROJECT if the COUNTY in its sole discretion determines that it is no longer in the COUNTY’s best interest to proceed with this PROJECT.
- 3.4 As this Agreement utilizes ARPA funds, the COUNTY is aware that time is of the essence in notifications as to whether the COUNTY will proceed with this project to substantial completion not later than September 30, 2024.

- 3.5 The multi-use path being constructed with this project is not eligible for ARPA funding, and therefore is a local project being constructed and paid for 100% by the VILLAGE, which is not subject to paragraph 3.2 above.
- 3.6 If the VILLAGE determines to have the COUNTY contractor complete construction of the multi-use path as part of this PROJECT, the VILLAGE shall pay 100% of the cost of the path directly to the contractor. The COUNTY shall not be party to any such agreement.

4.0 VILLAGE’S RESPONSIBILITIES.

- 4.1 The VILLAGE shall be responsible for allowing access to the property commonly known as Main Street Storage to the COUNTY and their contractors in order to carry out and complete the PROJECT.
- 4.2 The VILLAGE shall not be reimbursed by the COUNTY for any work undertaken related to the PROJECT prior to the signing of this AGREEMENT.
- 4.3 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.).
- 4.4 The VILLAGE shall reserve the right to review the PROJECT plans and specifications, prior to the COUNTY’S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto (“CONTRACT DOCUMENTS”), for the purpose of verifying that PROJECT components meet all VILLAGE requirements.
- 4.5 The VILLAGE shall neither be responsible for, nor shall have control over, the design, construction, means, methods, techniques or procedures with respect to any work performed by the COUNTY for the PROJECT. The COUNTY and COUNTY’S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The COUNTY shall take such measures as are reasonably 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 VILLAGE from such liabilities in this PROJECT.
- 4.6 The VILLAGE must acknowledge and accept the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage (if applicable) and

other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

- 4.7 The VILLAGE will have the option of using the lowest bidding contractor and the provided cost to complete the multi-use path, which will be a Bid Alternate to the PROJECT.
- 4.8 The VILLAGE shall be solely responsible for the construction of the multi-use path and all costs associated therewith, which construction shall occur pursuant to plans approved by both the VILLAGE and COUNTY, and such approval shall not be unreasonably withheld. The VILLAGE shall maintain the landscape within the Easement. The VILLAGE shall be solely responsible for the operation, inspection, repair, maintenance, extension and replacement of the multi-use path located in the Easement. Short and Long-term maintenance of the multi-use path between Main Street and Center Avenue through the PROJECT site, if constructed with the PROJECT, shall also be the responsibility of the VILLAGE. The cost of the multi-use path shall be paid by the VILLAGE directly to the contractor. The costs of constructing and/or maintaining the multi-use path is not eligible for ARPA funding and/or reimbursement.
- 4.9 If the proposed multi-use path is not constructed at the same time as the stormwater project, the VILLAGE will have ten (10) years from the date of execution of this AGREEMENT to complete the construction of the multi-use path. The construction of the multi-use path will be the sole responsibility of the VILLAGE to obtain permits, provide construction plans, and complete the bid process for the work.
- 4.10 It will be the sole responsibility of the VILLAGE to pay for any and all costs related to the permitting and construction of the multi-use path if it is constructed at a later time during the 10-year period.
- 4.11 The Village will be responsible for making direct payments to all contractors, consultants, and vendors providing services related to the multi-use path.
- 4.12 If the multi-use path is not constructed as part of this PROJECT, the Village assumes the responsibility of soliciting, collecting, and awarding all public bids for the multi-use path. Bid awards shall be in the Village's discretion and in accordance with its procurement regulations. The Village shall also award any contracts for professional services, including project design, and permitting assistance and environmental review.
- 4.13 The parties acknowledge and agree that nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any third party or person other than the Parties and their respective successors or assigns, any

rights, remedies, obligations, or liabilities whatsoever, with respect to the Village's construction of the multi-use path.

COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall cost share in the PROJECT as follows:

The COUNTY shall pay 100% of the cost of the PROJECT including all approved design and construction costs associated with the PROJECT.

The cost of the multi-use path shall be the sole responsibility of the VILLAGE if the multi-use path is completed as part of this PROJECT.

- 5.2 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 COUNTY project approval, and the use of all data collected as part of the PROJECT.
- 5.3 The COUNTY shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 5.4 The COUNTY shall be responsible for securing all local, county, state, and federal permits necessary for the completion of the PROJECT.
- 5.5 The preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids, shall be the sole responsibility of the COUNTY. The COUNTY shall select, and contract with, all vendors providing professional services for the PROJECT.
- 5.6 If the VILLAGE chooses not to construct the multi-use path concurrently with the PROJECT, the COUNTY will grant the VILLAGE 10 years from the date of this AGREEMENT to construct the path at a later time, and the cost of the multi-use path will not be the responsibility of the COUNTY. The Village's construction activities associated with the multi-use path shall not interfere with the operation of the PROJECT's flood control storage basin.
- 5.7 The COUNTY shall be responsible for successful completion of all phases of the PROJECT, from design and construction through the 3-year Maintenance and Monitoring period for the vegetation.
- 5.8 Long-term maintenance of all storm structures, storm sewers, inlet and outlet works, and excavated storage shall be the responsibility of the COUNTY. In

addition, long-term maintenance of all project native vegetation, and turf grass surrounding the pond shall be the responsibility of the COUNTY at the end of the 3-year vegetation maintenance and monitoring period.

- 5.9 The COUNTY retains the right to use the Easement in such manner as is necessary and appropriate, specifically including for the purposes of public and private utility installations, provided that no permanent obstruction or structure shall be erected or located over said Easement by the COUNTY, nor shall any other activities be undertaken that unreasonably interfere with the intended use thereof as a multi-use path.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The COUNTY shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.
- 6.2 The VILLAGE understands and agrees that ARPA funds are subject to audit and potential recoupment by the Federal Government of the United States of America. The VILLAGE agrees to assist the COUNTY in responding to any audits of the ARPA funds used for the project.

7.0 INDEMNIFICATION.

- 7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY, its successors and assigns, including the COUNTY's 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 connected with, the VILLAGE's negligent or willful acts, errors or omissions under its obligation for the operation, inspection, repair, maintenance and replacement of the multi-use path constructed within the Easement.
- 7.2 The Village agrees to include the COUNTY as additional insured on all policies required of the third parties (consultants and contractors) performing work and, or, maintenance on the multi-use path. The minimum insurance coverage amounts, as stated in the bid specifications, shall be maintained in force at all times a Village-hired third party is performing work and, or, maintenance on the multi-use path. The Village further agrees to require all Village-hired third parties (consultants and contractors) performing work and, or, maintenance on the multi-use path to execute individual agreements with the County agreeing to indemnify, defend, and hold the party harmless from and against all claims of any sort arising out of the negligent or willful misconduct, errors or omissions by said Village-hired third parties.

- 7.3 The COUNTY shall indemnify, hold harmless and defend the VILLAGE or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S performance of the PROJECT under this AGREEMENT to the fullest extent the COUNTY is so authorized under the law; provided, however, that the COUNTY shall not be obligated to indemnify, hold harmless and defend the VILLAGE for any negligent or intentional wrongful misconduct or omissions by VILLAGE officials, employees, agents, contractors/hired third-parties, or personnel. When requested, the COUNTY agrees to include the VILLAGE as an additional insured on a primary and noncontributory basis by endorsement on all policies required of third parties (consultants and contractors) performing the PROJECT.
- 7.4 To the extent permitted by applicable law, the COUNTY shall specifically indemnify, hold harmless and defend the VILLAGE or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with the use of ARPA funds for this project, including, but not limited to audits, recoupment of the ARPA funds used for this project, or fines and penalties assessed related to using ARPA funds for this project.
- 7.5 The COUNTY shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the COUNTY 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.
- 7.6 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraphs 7.1, through 7.5 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove 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 December 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 December 30, 2024.
- 9.2 Further, notwithstanding Paragraph 9.1, all terms and conditions that by their nature the Parties intend to survive termination or completion of this AGREEMENT, including without limitation the time permitted the VILLAGE for completion of construction of the multi-use path, shall survive any earlier termination of the AGREEMENT in full force and effect.

10.0 ENTIRE AGREEMENT.

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

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

11.0 SEVERABILITY.

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

12.0 GOVERNING LAW.

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

13.0 NOTICES.

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

Jason Elias
Director of Public Works
Village of Lisle
925 Burlington Avenue
Lisle, IL 60532

DuPage County State's
Attorney's Office
ATTN: Civil Bureau
503 N. County Farm Rd.
Wheaton, Illinois 60187

Sarah Hunn
Director
DuPage County
Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187

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 LISLE

Deborah A. Conroy,
Chair
DuPage County Board

Christopher Pecak,
Mayor

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

Kristy Grau,
Village Clerk



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0067-23

Agenda Date: 11/7/2023

Agenda #: 9.F

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND NAPERVILLE TOWNSHIP FOR THE GREEN ACRES DRAINAGE PROJECT

WHEREAS, the TOWNSHIP 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 as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has been awarded one hundred seventy-nine million two hundred sixty-six thousand five hundred eighty-five (\$179,266,585) dollars in funding through the American Rescue Plan Act (hereinafter “ARPA”); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the DuPage County Board has approved a township road district cost share program, and a portion of the funds dedicated to Stormwater Infrastructure are to be used to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the Stormwater Management Department on behalf of the COUNTY has developed and implemented a competitive grant program available to all township road districts in DuPage County;

WHEREAS, the TOWNSHIP has submitted an application under this grant program for the “GREEN ACRES DRAINAGE PROJECT” that meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the TOWNSHIP have determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and;

WHEREAS, the TOWNSHIP has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S American Rescue Plan Act in an amount not to exceed forty-five thousand dollars (\$45,000.00) dollars; and

WHEREAS, the TOWNSHIP shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and

WHEREAS, the TOWNSHIP 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 TOWNSHIP is hereby accepted and approved, and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT, by and through the Stormwater Management Department, to Naperville Township, Attn: Eddie Bedford, 139 Water Street, Naperville, Illinois 60540; and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 14th day of November, 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#: 23-3385	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$45,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$45,000.00
	CURRENT TERM TOTAL COST: \$45,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Naperville Township	VENDOR #: 19668	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Eddie Bedford	VENDOR CONTACT PHONE: 630-388-4401	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupageco.org
VENDOR CONTACT EMAIL: eddieb@napervilletownship.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2331	
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.). This project will include drainage improvements to address ongoing concerns in the Green Acres subdivision in unincorporated Naperville Township.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished DuPage County received funds through the American Rescue Plan Act (ARPA) The County Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects. Stormwater Committee and County Board approved a cost share program to fund shovel ready stormwater infrastructure projects within township road districts countywide. Stormwater Management staff reviewed submittals and the Naperville Township Green Acres Project has been selected for funding of the ARPA 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. Decision Memo Not Required
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Naperville Township	Vendor#: 19668	Dept: Stormwater Management	Division:
Attn: Eddie Bedford	Email: eddieb@napervilletownship.com	Attn: Jamie Lock	Email: Jamie.Lock@dupageco.org
Address: 139 Water Street	City: Naperville	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60540	State: IL	Zip: 60187
Phone: 630-388-4401	Fax:	Phone: 630-407-6705	Fax: 630-407-6701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Naperville Township	Vendor#: 19668	Dept: Stormwater Management	Division:
Attn: Eddie Bedford	Email: eddieb@napervilletownship.com	Attn: Jamie Lock	Email: Jamie.Lock@dupageco.org
Address: 139 Water Street	City: Naperville	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60540	State: IL	Zip: 60187
Phone: 630-388-4401	Fax:	Phone: 630-407-6705	Fax: 630-407-6701
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 14, 2023	Contract End Date (PO25): Dec 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		Green Acres Project	FY23	1100	1215	53830	COVID-19_ SWM	45,000.00	45,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 45,000.00

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

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE,
ILLINOIS AND NAPERVILLE TOWNSHIP FOR THE
GREEN ACRES STORMWATER IMPROVEMENT PROJECT**

This INTERGOVERNMENTAL AGREEMENT is made this 14th day of November 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 Naperville Township, a body politic and corporate, with offices at 113 Water Street, Naperville, Illinois 60540 (hereinafter referred to as the TOWNSHIP).

R E C I T A L S

WHEREAS, the TOWNSHIP and 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 as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has been awarded \$179,266,585 in funding through the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the DuPage County Board has approved a township road district cost share program, and a portion of the funds

dedicated to Stormwater Infrastructure are to be used to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the Stormwater Management Department on behalf of the COUNTY has developed and implemented a competitive grant program available to all township road districts in DuPage County; and

WHEREAS, the TOWNSHIP has submitted an application under this grant program for the “GREEN ACRES STORMWATER IMPROVEMENT PROJECT” that meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the TOWNSHIP have determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and

WHEREAS, the TOWNSHIP has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY’S American Rescue Plan Act in an amount not to exceed forty five thousand and dollars (\$45,000.00); and

WHEREAS, the TOWNSHIP shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and

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

1.0 INCORPORATION AND CONSTRUCTION.

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

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves construction of storm sewer improvements to address drainage concerns in the Green Acres Subdivision. The proposed project will help alleviate localized flooding experienced in the neighborhood by collecting and

conveying stormwater more efficiently through an improved system of ditches and storm sewer.

- 2.2 The PROJECT shall be developed essentially in accord with the Grant Funding Request provided to the COUNTY by the TOWNSHIP.

3.0 FUNDING.

- 3.1 The total construction related PROJECT costs are estimated to be forty five thousand dollars (\$45,000.00). The COUNTY's maximum reimbursement amount is \$45,000.00 or 100% of the estimated PROJECT cost, whichever is least.
- 3.2 The TOWNSHIP 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 TOWNSHIP and COUNTY agree to apportion such extra costs (through an amendment consistent with Paragraph 8.1) before they are incurred.
- 3.3 This AGREEMENT shall in no way obligate the TOWNSHIP to undertake this PROJECT if the TOWNSHIP in its sole discretion determines that it is no longer in the TOWNSHIP's best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by October 31, 2024, the TOWNSHIP shall promptly reimburse the COUNTY any monies paid by the COUNTY to the TOWNSHIP pursuant to this AGREEMENT. The TOWNSHIP's right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the TOWNSHIP's timely and satisfactory completion of the PROJECT.
- 3.3 The TOWNSHIP may only seek COUNTY reimbursement for allowable PROJECT construction expenses incurred on, or before, October 31, 2024. Allowable PROJECT expenses incurred and paid by the TOWNSHIP in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT, but does not include construction management, bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the TOWNSHIP's administrative costs, overhead, payroll, land acquisition, legal or accounting services.
- 3.4 As this Agreement utilizes ARPA funds, the TOWNSHIP is aware that time is of the essence in notifications as to whether the TOWNSHIP will proceed with this project to substantial completion not later than October 31, 2024. If the TOWNSHIP fails to communicate that the TOWNSHIP is not proceeding with this project or if the TOWNSHIP fails to substantially complete this project by October 31, 2024, the COUNTY may recoup any expended funds and withhold any unexpended funds to be used for other permissible purposes in advance of the December 31, 2026 federal recapture deadline.

4.0 TOWNSHIP'S RESPONSIBILITIES.

- 4.1 The TOWNSHIP 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 TOWNSHIP shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The TOWNSHIP shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 4.3 The TOWNSHIP shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The TOWNSHIP 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 TOWNSHIP shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.6 The TOWNSHIP shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The TOWNSHIP may enter into additional agreements to secure any portion of the local PROJECT costs that exceed the original PROJECT estimate as long as the funding does not conflict with the ARPA criteria.
- 4.8 The TOWNSHIP shall submit no more than one invoice per month to the COUNTY during the construction and maintenance phases of the PROJECT. Under no circumstances should the COUNTY be invoiced more than forty five thousand dollars (\$45,000.00) or 100% of the estimated PROJECT costs, whichever is lesser. The invoice shall show the quantities, cost per item, date of work incurred, proof of payment (copy of check), final waivers from the primary contractor, and a brief summary of work completed on the PROJECT.
- 4.9 The TOWNSHIP 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 TOWNSHIP in the amounts herein agreed upon, nor shall this provision affect the TOWNSHIP'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 TOWNSHIP shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.). The COUNTY shall provide the TOWNSHIP reasonable advanced notice of when the COUNTY requires such access.
- 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 TOWNSHIP and TOWNSHIP contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The TOWNSHIP 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 TOWNSHIP 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 TOWNSHIP 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 ARPA funding.
- 4.12 The TOWNSHIP must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage (if applicable) 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 plans and specifications, prior to the TOWNSHIP'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 ARPA Grant. The COUNTY shall promptly provide the TOWNSHIP 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 TOWNSHIP for approved costs associated with the PROJECT at a maximum amount of \$95,000.00, or 100% of the estimated PROJECT cost whichever is least, which have been incurred and paid for by the TOWNSHIP, as specified in Paragraph 3.1.

- 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed forty five thousand dollars (\$45,000.00).
- 5.2.3 In the event PROJECT costs total less than forty five thousand dollars (\$45,000.00), the COUNTY'S total reimbursement amount shall be only for 100% of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the TOWNSHIP.
- 5.2.4 The COUNTY shall not be obligated to pay invoices received after December 30, 2024, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
- 5.2.5 The COUNTY shall not reimburse for any work completed before entering into the IGA, nor shall pay for any work completed after October 31, 2024.
- 5.2.6 The COUNTY shall not reimburse for any work completed for invoices received after December 30, 2024.
- 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.
- 5.4 The COUNTY does not, and shall not warrant, and makes no representations that the project meets all the qualifications and requirements for the expenditure of ARPA funds.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The TOWNSHIP shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.
- 6.2 The TOWNSHIP understands and agrees that ARPA funds are subject to audit and potential recoupment by the Federal Government of the United States of America. The TOWNSHIP agrees to assist the COUNTY in responding to any audits of the ARPA funds used for the project.

7.0 INDEMNIFICATION.

- 7.1 The TOWNSHIP 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 TOWNSHIP's performance under this AGREEMENT to the fullest extent the TOWNSHIP is so authorized under the law; provided, however, that the TOWNSHIP 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 TOWNSHIP shall specifically 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 use of ARPA funds for this project, including, but not limited to audits, recoupment of the ARPA funds used for this project, or fines and penalties assessed related to using ARPA funds for this project.
- 7.3 The TOWNSHIP shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the TOWNSHIP and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the TOWNSHIP shall require that its consultants and contractors indemnify, defend and hold harmless the TOWNSHIP 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.
- 7.4 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraphs 7.1, 7.2 or 7.3 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove TOWNSHIP'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 TOWNSHIP or its consultants, contractors or agents. The TOWNSHIP'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 December 30, 2024, or to a new date agreed upon by the parties.
 - 9.1.2 The completion by the TOWNSHIP and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 30, 2024.

10.0 ENTIRE AGREEMENT.

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

11.0 SEVERABILITY.

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

12.0 GOVERNING LAW.

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

13.0 NOTICES.

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

Eddie Bedford
Naperville Township Supervisor, Director of Road Services
113 Water Street
Naperville, IL 60540
630-388-4401

Sarah Hunn, Director
DuPage County Stormwater Management Department
421 North County Farm Road
Wheaton, Illinois 60187
(630) 407-6700

DuPage County State's Attorney's Office
Attn: Civil Bureau
503 North 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

NAPERVILLE TOWNSHIP

Deborah A. Conroy
Chairman, DuPage County Board

Eddie Bedford
Naperville Township Supervisor

ATTEST:

ATTEST:

Jean Kaczmarek
County Clerk

Name:
Title: *Admin Asst.*

State of Illinois County of DuPage

This Instrument was acknowledged before me

On *October 13*, 20*23* by

Eddie Bedford

Signature of Notary Public





File #: SM-P-0068-23

Agenda Date: 11/7/2023

Agenda #: 9.G

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF DUPAGE, ILLINOIS AND NAPERVILLE TOWNSHIP FOR THE
AERO ESTATES DRAINAGE PROJECT

WHEREAS, the TOWNSHIP 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 as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has been awarded one hundred seventy-nine million two hundred sixty-six thousand five hundred eighty-five (\$179,266,585) dollars in funding through the American Rescue Plan Act (hereinafter “ARPA”); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the DuPage County Board has approved a township road district cost share program, and a portion of the funds dedicated to Stormwater Infrastructure are to be used to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the Stormwater Management Department on behalf of the COUNTY has developed and implemented a competitive grant program available to all township road districts in DuPage County;

WHEREAS, the TOWNSHIP has submitted an application under this grant program for the “AERO ESTATES DRAINAGE PROJECT” that meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the TOWNSHIP have determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and;

WHEREAS, the TOWNSHIP has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S American Rescue Plan Act in an amount not to exceed ninety-five thousand dollars (\$95,000.00) dollars; and

WHEREAS, the TOWNSHIP shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and

WHEREAS, the TOWNSHIP 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 TOWNSHIP is hereby accepted and approved, and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT, by and through the Stormwater Management Department, to Naperville Township, Attn: Eddie Bedford, 139 Water Street, Naperville, Illinois 60540; and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 14th day of November, 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#: 23-3386	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$95,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$95,000.00
	CURRENT TERM TOTAL COST: \$95,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Naperville Township	VENDOR #: 19668	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Eddie Bedford	VENDOR CONTACT PHONE: 630-388-4401	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupageco.org
VENDOR CONTACT EMAIL: eddieb@napervilletownship.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2330	
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.). This project will include drainage improvements to address ongoing concerns in the Aero Estates subdivision.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished DuPage County received funds through the American Rescue Plan Act (ARPA) The County Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects. Stormwater Committee and County Board approved a cost share program to fund shovel ready stormwater infrastructure projects within township road districts countywide. Stormwater Management staff reviewed submittals and the Naperville Township Aero Estates Project has been selected for funding of the ARPA 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. Decision Memo Not Required
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Naperville Township	Vendor#: 19668	Dept: Stormwater Management	Division:
Attn: Eddie Bedford	Email: eddieb@napervilletownship.com	Attn: Jamie Lock	Email: Jamie.Lock@dupageco.org
Address: 139 Water Street	City: Naperville	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60540	State: IL	Zip: 60187
Phone: 630-388-4401	Fax:	Phone: 630-407-6705	Fax: 630-407-6701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Naperville Township	Vendor#: 19668	Dept: Stormwater Management	Division:
Attn: Eddie Bedford	Email: eddieb@napervilletownship.com	Attn: Jamie Lock	Email: Jamie.Lock@dupageco.org
Address: 139 Water Street	City: Naperville	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60540	State: IL	Zip: 60187
Phone: 630-388-4401	Fax:	Phone: 630-407-6705	Fax: 630-407-6701
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 14, 2023	Contract End Date (PO25): Dec 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		Aero Estates Project	FY23	1100	1215	53830	COVID-19_ SWM	95,000.00	95,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 95,000.00

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 COUNTY OF DUPAGE,
ILLINOIS AND NAPERVILLE TOWNSHIP FOR THE
AERO ESTATES STORMWATER IMPROVEMENT PROJECT**

This INTERGOVERNMENTAL AGREEMENT is made this 14th day of November 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 Naperville Township, a body politic and corporate, with offices at 113 Water Street, Naperville, Illinois 60540 (hereinafter referred to as the TOWNSHIP).

R E C I T A L S

WHEREAS, the TOWNSHIP and 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 as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has been awarded \$179,266,585 in funding through the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the DuPage County Board has approved a township road district cost share program, and a portion of the funds

dedicated to Stormwater Infrastructure are to be used to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the Stormwater Management Department on behalf of the COUNTY has developed and implemented a competitive grant program available to all township road districts in DuPage County; and

WHEREAS, the TOWNSHIP has submitted an application under this grant program for the “AERO ESTATES STORMWATER IMPROVEMENT PROJECT” that meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the TOWNSHIP have determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and

WHEREAS, the TOWNSHIP has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY’S American Rescue Plan Act in an amount not to exceed ninety five thousand dollars (\$95,000.00); and

WHEREAS, the TOWNSHIP shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and

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

1.0 INCORPORATION AND CONSTRUCTION.

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

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves construction of storm sewer improvements to address drainage concerns in the Aero Estates Subdivision. The proposed project will help alleviate localized flooding experienced in the neighborhood by collecting and

conveying stormwater more efficiently through an improved system of ditches and storm sewer.

- 2.2 The PROJECT shall be developed essentially in accord with the Grant Funding Request provided to the COUNTY by the TOWNSHIP.

3.0 FUNDING.

- 3.1 The total construction related PROJECT costs are estimated to be ninety five thousand dollars (\$95,000.00). The COUNTY's maximum reimbursement amount is \$95,000.00 or 100% of the estimated PROJECT cost, whichever is least.
- 3.2 The TOWNSHIP 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 TOWNSHIP and COUNTY agree to apportion such extra costs (through an amendment consistent with Paragraph 8.1) before they are incurred.
- 3.3 This AGREEMENT shall in no way obligate the TOWNSHIP to undertake this PROJECT if the TOWNSHIP in its sole discretion determines that it is no longer in the TOWNSHIP's best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by October 31, 2024, the TOWNSHIP shall promptly reimburse the COUNTY any monies paid by the COUNTY to the TOWNSHIP pursuant to this AGREEMENT. The TOWNSHIP's right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the TOWNSHIP's timely and satisfactory completion of the PROJECT.
- 3.3 The TOWNSHIP may only seek COUNTY reimbursement for allowable PROJECT construction expenses incurred on, or before, October 31, 2024. Allowable PROJECT expenses incurred and paid by the TOWNSHIP in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT, but does not include construction management, bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the TOWNSHIP's administrative costs, overhead, payroll, land acquisition, legal or accounting services.
- 3.4 As this Agreement utilizes ARPA funds, the TOWNSHIP is aware that time is of the essence in notifications as to whether the TOWNSHIP will proceed with this project to substantial completion not later than October 31, 2024. If the TOWNSHIP fails to communicate that the TOWNSHIP is not proceeding with this project or if the TOWNSHIP fails to substantially complete this project by October 31, 2024, the COUNTY may recoup any expended funds and withhold any unexpended funds to be used for other permissible purposes in advance of the December 31, 2026 federal recapture deadline.

4.0 TOWNSHIP'S RESPONSIBILITIES.

- 4.1 The TOWNSHIP 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 TOWNSHIP shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The TOWNSHIP shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 4.3 The TOWNSHIP shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The TOWNSHIP 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 TOWNSHIP shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.6 The TOWNSHIP shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The TOWNSHIP may enter into additional agreements to secure any portion of the local PROJECT costs that exceed the original PROJECT estimate as long as the funding does not conflict with the ARPA criteria.
- 4.8 The TOWNSHIP shall submit no more than one invoice per month to the COUNTY during the construction and maintenance phases of the PROJECT. Under no circumstances should the COUNTY be invoiced more than ninety five thousand dollars (\$95,000.00) or 100% of the estimated PROJECT costs, whichever is lesser. The invoice shall show the quantities, cost per item, date of work incurred, proof of payment (copy of check), final waivers from the primary contractor, and a brief summary of work completed on the PROJECT.
- 4.9 The TOWNSHIP 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 TOWNSHIP in the amounts herein agreed upon, nor shall this provision affect the TOWNSHIP'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 TOWNSHIP shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.). The COUNTY shall provide the TOWNSHIP reasonable advanced notice of when the COUNTY requires such access.
- 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 TOWNSHIP and TOWNSHIP contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The TOWNSHIP 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 TOWNSHIP 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 TOWNSHIP 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 ARPA funding.
- 4.12 The TOWNSHIP must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage (if applicable) 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 plans and specifications, prior to the TOWNSHIP'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 ARPA Grant. The COUNTY shall promptly provide the TOWNSHIP 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 TOWNSHIP for approved costs associated with the PROJECT at a maximum amount of \$95,000.00, or 100% of the estimated PROJECT cost whichever is least, which have been incurred and paid for by the TOWNSHIP, as specified in Paragraph 3.1.

- 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed ninety five thousand dollars (\$95,000.00).
- 5.2.3 In the event PROJECT costs total less than ninety five thousand dollars (\$95,000.00), the COUNTY'S total reimbursement amount shall be only for 100% of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the TOWNSHIP.
- 5.2.4 The COUNTY shall not be obligated to pay invoices received after December 30, 2024, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
- 5.2.5 The COUNTY shall not reimburse for any work completed before entering into the IGA, nor shall pay for any work completed after October 31, 2024.
- 5.2.6 The COUNTY shall not reimburse for any work completed for invoices received after December 30, 2024.
- 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.
- 5.4 The COUNTY does not, and shall not warrant, and makes no representations that the project meets all the qualifications and requirements for the expenditure of ARPA funds.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The TOWNSHIP shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.
- 6.2 The TOWNSHIP understands and agrees that ARPA funds are subject to audit and potential recoupment by the Federal Government of the United States of America. The TOWNSHIP agrees to assist the COUNTY in responding to any audits of the ARPA funds used for the project.

7.0 INDEMNIFICATION.

- 7.1 The TOWNSHIP 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 TOWNSHIP's performance under this AGREEMENT to the fullest extent the TOWNSHIP is so authorized under the law; provided, however, that the TOWNSHIP 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 TOWNSHIP shall specifically 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 use of ARPA funds for this project, including, but not limited to audits, recoupment of the ARPA funds used for this project, or fines and penalties assessed related to using ARPA funds for this project.
- 7.3 The TOWNSHIP shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the TOWNSHIP and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the TOWNSHIP shall require that its consultants and contractors indemnify, defend and hold harmless the TOWNSHIP 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.
- 7.4 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraphs 7.1, 7.2 or 7.3 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove TOWNSHIP'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 TOWNSHIP or its consultants, contractors or agents. The TOWNSHIP'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 December 30, 2024, or to a new date agreed upon by the parties.
 - 9.1.2 The completion by the TOWNSHIP and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 30, 2024.

10.0 ENTIRE AGREEMENT.

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

11.0 SEVERABILITY.

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

12.0 GOVERNING LAW.

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

13.0 NOTICES.

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

Eddie Bedford
Naperville Township Supervisor, Director of Road Services
113 Water Street
Naperville, IL 60540
630-388-4401

Sarah Hunn, Director
DuPage County Stormwater Management Department
421 North County Farm Road
Wheaton, Illinois 60187
(630) 407-6700

DuPage County State's Attorney's Office
Attn: Civil Bureau
503 North 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

NAPERVILLE TOWNSHIP

Deborah A. Conroy
Chairman, DuPage County Board

Eddie Bedford
Naperville Township Supervisor

ATTEST:

ATTEST:

Jean Kaczmarek
County Clerk

Name:
Title: *Admin. Asst.*

State of Illinois County of DuPage

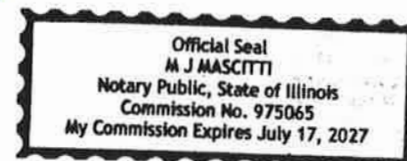
This Instrument was acknowledged before me

On *October 13*, 20*23* by

Eddie Bedford

[Signature]

Signature of Notary Public





Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0069-23

Agenda Date: 11/7/2023

Agenda #: 9.H

AWARDING RESOLUTION
ISSUED TO V3 CONSTRUCTION GROUP, LTD.
(CONTRACT AMOUNT \$2,199,627.50)

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

WHEREAS, the lowest most responsible bidder has been designated and the Stormwater Management Committee recommends County Board approval for the issuance of a contract for the Main Street Basin Flood Control Project.

NOW, THEREFORE, BE IT RESOLVED that County Contract, covering said, for the Main Street Basin Flood Control Project, for the Stormwater Management Department, be and it is hereby approved for issuance of a Contract by the Procurement Division, to V3 Construction Corporation, Ltd., 7325 Janes Avenue, Woodridge, IL 60517 for the total contract amount not to exceed \$2,199,627.50 per lowest responsible Bid # 23 -107-SWM.

Enacted and approved this 14th day of November, 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#: 23-3352	RFP, BID, QUOTE OR RENEWAL #: 23-107-SWM	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$2,199,627.50
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$2,199,627.50
	CURRENT TERM TOTAL COST: \$2,199,627.50	MAX LENGTH WITH ALL RENEWALS: THREE YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: V3 Construction Group, Ltd.	VENDOR #:	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Michael Famiglietti	VENDOR CONTACT PHONE: 630-724-9200	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupageco.org
VENDOR CONTACT EMAIL: mfamiglietti@v3co.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2329	
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.). \$2,199,627.50. Main Street Basin Flood Control Project, Lisle, IL. Improvements include but are not limited to: earth excavation, storm sewer improvements, clearing, water quality improvements, and associated restoration. This project is being funded by American Rescue Plan Act (ARPA) funds received by the Department. Lowest bid for Bid# 23-107-SWM			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Bid# 23-107-SWM			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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

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

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: V3 Construction Group, Ltd.	Vendor#:	Dept: Stormwater Management	Division:
Attn: Michael Famiglietti	Email: MFamiglietti@v3co.com	Attn: Jamie Lock	Email: Jamie.Lock@dupageco.org
Address: 7325 Janes Avenue	City: Woodridge	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60517	State: IL	Zip: 60187
Phone: 630-724-9200	Fax:	Phone: 630-407-6705	Fax: 630-407-6701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: V3 Construction Group, Ltd.	Vendor#:	Dept: Stormwater Management	Division:
Attn: Michael Famiglietti	Email: MFamiglietti@v3co.com	Attn: Jamie Lock	Email: Jamie.Lock@dupageco.org
Address: 7325 Janes Avenue	City: Woodridge	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60517	State: IL	Zip: 60187
Phone: 630-724-9200	Fax:	Phone: 630-407-6705	Fax: 630-407-6701
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 14, 2023	Contract End Date (PO25): Nov 30, 2027
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		Main Street Basin Flood Control Project, Bid# 23-107- SWM	FY23	1100	1215	54060	COVID-19_ SWM	30,000.00	30,000.00
2	1	EA			FY24	1100	1215	54060	COVID-19_ SWM	2,089,627.50	2,089,627.50
3	1	EA			FY25	1100	1215	54060	COVID-19_ SWM	40,000.00	40,000.00
4	1	EA			FY26	1100	1215	54060	COVID-19_ SWM	25,000.00	25,000.00
5	1	EA			FY27	1600	3000	54060		15,000.00	15,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 2,199,627.50

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



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
MAIN STREET BASIN FLOOD CONTROL PROJECT 23-107-SWM
BID TABULATION

✓

				V3		MARTAM CONSTRUCTION		SEMPER FI LANDSCAPING		EARTHWERKS		BERGER		COPENHAVER	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
BASE BID															
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	468	\$ 15.00	\$ 7,020.00	\$ 28.00	\$ 13,104.00	\$ 38.00	\$ 17,784.00	\$ 30.00	\$ 14,040.00	\$ 28.00	\$ 13,104.00	\$ 22.00	\$ 10,296.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	324	\$ 21.00	\$ 6,804.00	\$ 44.00	\$ 14,256.00	\$ 38.00	\$ 12,312.00	\$ 30.00	\$ 9,720.00	\$ 44.00	\$ 14,256.00	\$ 23.00	\$ 7,452.00
3	SELECTIVE CLEARING AND TREE REMOVAL	ACRE	2.09	\$ 31,000.00	\$ 64,790.00	\$ 14,360.00	\$ 30,012.40	\$ 11,000.00	\$ 22,990.00	\$ 11,500.00	\$ 24,035.00	\$ 14,360.00	\$ 30,012.40	\$ 8,000.00	\$ 16,720.00
4	TEMPORARY FENCE	FOOT	1,200	\$ 5.50	\$ 6,600.00	\$ 5.20	\$ 6,240.00	\$ 5.00	\$ 6,000.00	\$ 4.00	\$ 4,800.00	\$ 6.50	\$ 7,800.00	\$ 4.00	\$ 4,800.00
5	SUPPLEMENTAL WATERING	UNIT	44	\$ 180.00	\$ 7,920.00	\$ 40.00	\$ 1,760.00	\$ 1.00	\$ 44.00	\$ 1.00	\$ 44.00	\$ 40.00	\$ 1,760.00	\$ 0.01	\$ 0.44
6	EARTH EXCAVATION	CU YD	21,045	\$ 35.00	\$ 736,575.00	\$ 30.50	\$ 641,872.50	\$ 42.60	\$ 896,517.00	\$ 42.00	\$ 883,890.00	\$ 35.50	\$ 747,097.50	\$ 39.00	\$ 820,755.00
7	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	2,110	\$ 15.00	\$ 31,650.00	\$ 34.00	\$ 71,740.00	\$ 7.00	\$ 14,770.00	\$ 55.00	\$ 116,050.00	\$ 34.00	\$ 71,740.00	\$ 39.00	\$ 82,290.00
8	TRENCH BACKFILL	CU YD	70	\$ 44.00	\$ 3,080.00	\$ 78.00	\$ 5,460.00	\$ 55.00	\$ 3,850.00	\$ 50.00	\$ 3,500.00	\$ 80.00	\$ 5,600.00	\$ 40.00	\$ 2,800.00
9	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	560	\$ 22.00	\$ 12,320.00	\$ 21.00	\$ 11,760.00	\$ 42.00	\$ 23,520.00	\$ 10.00	\$ 5,600.00	\$ 45.00	\$ 25,200.00	\$ 27.00	\$ 15,120.00
10	EXPLORATORY TRENCH	CU YD	100	\$ 32.00	\$ 3,200.00	\$ 155.00	\$ 15,500.00	\$ 13.00	\$ 1,300.00	\$ 1.00	\$ 100.00	\$ 2.50	\$ 250.00	\$ 20.00	\$ 2,000.00
11	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	4,643	\$ 8.75	\$ 40,626.25	\$ 9.55	\$ 44,340.65	\$ 8.13	\$ 37,747.59	\$ 8.00	\$ 37,144.00	\$ 25.00	\$ 116,075.00	\$ 12.00	\$ 55,716.00
12	TOPSOIL FURNISH AND PLACE, 12"	SQ YD	175	\$ 22.00	\$ 3,850.00	\$ 27.00	\$ 4,725.00	\$ 45.00	\$ 7,875.00	\$ 1.00	\$ 175.00	\$ 27.00	\$ 4,725.00	\$ 15.00	\$ 2,625.00
13	NATIVE SEEDING (LOW PROFILE SEED MIX)	ACRE	0.77	\$ 10,600.00	\$ 8,162.00	\$ 7,225.00	\$ 5,563.25	\$ 8,500.00	\$ 6,545.00	\$ 15,000.00	\$ 11,550.00	\$ 7,225.00	\$ 5,563.25	\$ 7,000.00	\$ 5,390.00
14	NATIVE SEEDING (WET/MESIC MIX)	ACRE	1.00	\$ 10,800.00	\$ 10,800.00	\$ 5,490.00	\$ 5,490.00	\$ 8,500.00	\$ 8,500.00	\$ 15,000.00	\$ 15,000.00	\$ 5,490.00	\$ 5,490.00	\$ 7,000.00	\$ 7,000.00
15	NATIVE SEEDING (SEDGE MEADOW SEED MIX)	ACRE	0.50	\$ 10,900.00	\$ 5,450.00	\$ 4,620.00	\$ 2,310.00	\$ 8,500.00	\$ 4,250.00	\$ 15,000.00	\$ 7,500.00	\$ 4,620.00	\$ 2,310.00	\$ 7,000.00	\$ 3,500.00
16	NATIVE SEEDING (SAVANNA SEED MIX)	ACRE	2.03	\$ 10,900.00	\$ 22,127.00	\$ 4,755.00	\$ 9,652.65	\$ 7,900.00	\$ 16,037.00	\$ 12,000.00	\$ 24,360.00	\$ 4,755.00	\$ 9,652.65	\$ 7,000.00	\$ 14,210.00
17	SEEDING, CLASS 1	ACRE	0.04	\$ 16,500.00	\$ 660.00	\$ 14,600.00	\$ 584.00	\$ 9,000.00	\$ 360.00	\$ 6,000.00	\$ 240.00	\$ 14,600.00	\$ 584.00	\$ 12,000.00	\$ 480.00
18	EROSION CONTROL BLANKET	SQ YD	21,440	\$ 2.50	\$ 53,600.00	\$ 2.00	\$ 42,880.00	\$ 2.75	\$ 58,960.00	\$ 2.50	\$ 53,600.00	\$ 2.00	\$ 42,880.00	\$ 2.00	\$ 42,880.00
19	SPADE AND RELOCATE TREE	EACH	6	\$ 500.00	\$ 3,000.00	\$ 6,000.00	\$ 36,000.00	\$ 400.00	\$ 2,400.00	\$ 2,000.00	\$ 12,000.00	\$ 6,000.00	\$ 36,000.00	\$ 1,000.00	\$ 6,000.00
20	NATIVE TREES	EACH	32	\$ 880.00	\$ 28,160.00	\$ 815.00	\$ 26,080.00	\$ 800.00	\$ 25,600.00	\$ 800.00	\$ 25,600.00	\$ 815.00	\$ 26,080.00	\$ 900.00	\$ 28,800.00
21	NATIVE SHRUBS	EACH	104	\$ 130.00	\$ 13,520.00	\$ 90.00	\$ 9,360.00	\$ 103.00	\$ 10,712.00	\$ 115.00	\$ 11,960.00	\$ 90.00	\$ 9,360.00	\$ 120.00	\$ 12,480.00
22	PERIMETER EROSION BARRIER	FOOT	2,200	\$ 4.00	\$ 8,800.00	\$ 4.25	\$ 9,350.00	\$ 7.00	\$ 15,400.00	\$ 3.00	\$ 6,600.00	\$ 4.25	\$ 9,350.00	\$ 3.00	\$ 6,600.00
23	INLET FILTERS	EACH	10	\$ 390.00	\$ 3,900.00	\$ 270.00	\$ 2,700.00	\$ 380.00	\$ 3,800.00	\$ 200.00	\$ 2,000.00	\$ 270.00	\$ 2,700.00	\$ 120.00	\$ 1,200.00
24	STONE RIPRAP, CLASS A3	SQ YD	76	\$ 100.00	\$ 7,600.00	\$ 146.00	\$ 11,096.00	\$ 68.00	\$ 5,168.00	\$ 100.00	\$ 7,600.00	\$ 120.00	\$ 9,120.00	\$ 95.00	\$ 7,220.00

				V3		MARTAM CONSTRUCTION		SEMPER FI LANDSCAPING		EARTHWERKS		BERGER		COPENHAVER	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
25	STONE RIPRAP, CLASS A5	SQ YD	1,455	\$ 120.00	\$ 174,600.00	\$ 147.00	\$ 213,885.00	\$ 138.00	\$ 200,790.00	\$ 80.00	\$ 116,400.00	\$ 150.00	\$ 218,250.00	\$ 132.00	\$ 192,060.00
26	COBBLE AND AGGREGATE MIX	SQ YD	310	\$ 180.00	\$ 55,800.00	\$ 118.00	\$ 36,580.00	\$ 150.00	\$ 46,500.00	\$ 18.00	\$ 5,580.00	\$ 145.00	\$ 44,950.00	\$ 270.00	\$ 83,700.00
27	BOULDER	EACH	26	\$ 270.00	\$ 7,020.00	\$ 360.00	\$ 9,360.00	\$ 300.00	\$ 7,800.00	\$ 300.00	\$ 7,800.00	\$ 1,250.00	\$ 32,500.00	\$ 600.00	\$ 15,600.00
28	STRUCTURE EXCAVATION	CU YD	1,280	\$ 47.00	\$ 60,160.00	\$ 34.00	\$ 43,520.00	\$ 28.00	\$ 35,840.00	\$ 46.00	\$ 58,880.00	\$ 38.50	\$ 49,280.00	\$ 44.00	\$ 56,320.00
29	COFFERDAM (TYPE 2) (LOCATION - 1)	EACH	1	\$ 60,400.00	\$ 60,400.00	\$ 55,000.00	\$ 55,000.00	\$ 18,000.00	\$ 18,000.00	\$ 50,000.00	\$ 50,000.00	\$ 47,600.00	\$ 47,600.00	\$ 96,000.00	\$ 96,000.00
30	COFFERDAM (TYPE 1) (LOCATION - 2)	EACH	1	\$ 14,800.00	\$ 14,800.00	\$ 10,000.00	\$ 10,000.00	\$ 18,000.00	\$ 18,000.00	\$ 50,000.00	\$ 50,000.00	\$ 13,500.00	\$ 13,500.00	\$ 35,000.00	\$ 35,000.00
31	PROTECTIVE COAT	SQ YD	183	\$ 1.25	\$ 228.75	\$ 4.00	\$ 732.00	\$ 22.00	\$ 4,026.00	\$ 10.00	\$ 1,830.00	\$ 10.00	\$ 1,830.00	\$ 5.00	\$ 915.00
32	REINFORCEMENT BARS, EPOXY COATED	POUND	14,110	\$ 4.75	\$ 67,022.50	\$ 3.20	\$ 45,152.00	\$ 6.33	\$ 89,316.30	\$ 3.00	\$ 42,330.00	\$ 2.20	\$ 31,042.00	\$ 2.00	\$ 28,220.00
33	CONCRETE STRUCTURES (RETAINING WALL)	CU YD	95	\$ 1,100.00	\$ 104,500.00	\$ 1,375.00	\$ 130,625.00	\$ 1,100.00	\$ 104,500.00	\$ 1,500.00	\$ 142,500.00	\$ 1,500.00	\$ 142,500.00	\$ 1,500.00	\$ 142,500.00
34	CONCRETE BOX CULVERTS	CU YD	40	\$ 1,100.00	\$ 44,000.00	\$ 1,375.00	\$ 55,000.00	\$ 1,100.00	\$ 44,000.00	\$ 1,500.00	\$ 60,000.00	\$ 1,500.00	\$ 60,000.00	\$ 1,600.00	\$ 64,000.00
35	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	1	\$ 2,900.00	\$ 2,900.00	\$ 1,200.00	\$ 1,200.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,300.00	\$ 3,300.00	\$ 1,100.00	\$ 1,100.00
36	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15"	EACH	2	\$ 3,000.00	\$ 6,000.00	\$ 1,500.00	\$ 3,000.00	\$ 2,800.00	\$ 5,600.00	\$ 1,000.00	\$ 2,000.00	\$ 2,950.00	\$ 5,900.00	\$ 1,200.00	\$ 2,400.00
37	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 27"	EACH	1	\$ 3,600.00	\$ 3,600.00	\$ 4,400.00	\$ 4,400.00	\$ 4,200.00	\$ 4,200.00	\$ 1,500.00	\$ 1,500.00	\$ 3,100.00	\$ 3,100.00	\$ 1,700.00	\$ 1,700.00
38	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 42"	EACH	1	\$ 5,900.00	\$ 5,900.00	\$ 13,000.00	\$ 13,000.00	\$ 5,300.00	\$ 5,300.00	\$ 2,400.00	\$ 2,400.00	\$ 6,600.00	\$ 6,600.00	\$ 4,100.00	\$ 4,100.00
39	HIGH DENSITY POLYETHYLENE PIPE 6"	FOOT	536	\$ 61.00	\$ 32,696.00	\$ 41.00	\$ 21,976.00	\$ 58.00	\$ 31,088.00	\$ 28.00	\$ 15,008.00	\$ 45.00	\$ 24,120.00	\$ 65.00	\$ 34,840.00
40	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FOOT	15	\$ 89.00	\$ 1,335.00	\$ 142.00	\$ 2,130.00	\$ 78.00	\$ 1,170.00	\$ 80.00	\$ 1,200.00	\$ 140.00	\$ 2,100.00	\$ 290.00	\$ 4,350.00
41	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 15"	FOOT	22	\$ 77.00	\$ 1,694.00	\$ 147.00	\$ 3,234.00	\$ 98.00	\$ 2,156.00	\$ 80.00	\$ 1,760.00	\$ 150.00	\$ 3,300.00	\$ 291.00	\$ 6,402.00
42	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 27"	FOOT	33	\$ 140.00	\$ 4,620.00	\$ 180.00	\$ 5,940.00	\$ 150.00	\$ 4,950.00	\$ 100.00	\$ 3,300.00	\$ 195.00	\$ 6,435.00	\$ 302.00	\$ 9,966.00
43	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 42"	FOOT	45	\$ 190.00	\$ 8,550.00	\$ 288.00	\$ 12,960.00	\$ 195.00	\$ 8,775.00	\$ 200.00	\$ 9,000.00	\$ 290.00	\$ 13,050.00	\$ 370.00	\$ 16,650.00
44	STORM SEWER REMOVAL 15"	FOOT	60	\$ 120.00	\$ 7,200.00	\$ 55.00	\$ 3,300.00	\$ 50.00	\$ 3,000.00	\$ 10.00	\$ 600.00	\$ 30.00	\$ 1,800.00	\$ 25.00	\$ 1,500.00
45	REMOVE EXISTING HEADWALL/ FLARED END SECTION	EACH	2	\$ 1,800.00	\$ 3,600.00	\$ 170.00	\$ 340.00	\$ 750.00	\$ 1,500.00	\$ 2,000.00	\$ 4,000.00	\$ 1,750.00	\$ 3,500.00	\$ 1,200.00	\$ 2,400.00
46	REMOVE EXISTING CONCRETE SPILLWAY	SQ FT	310	\$ 18.00	\$ 5,580.00	\$ 20.00	\$ 6,200.00	\$ 45.00	\$ 13,950.00	\$ 20.00	\$ 6,200.00	\$ 7.00	\$ 2,170.00	\$ 11.00	\$ 3,410.00
47	PERFORATED PIPE 6"	FOOT	205	\$ 61.00	\$ 12,505.00	\$ 41.00	\$ 8,405.00	\$ 60.00	\$ 12,300.00	\$ 30.00	\$ 6,150.00	\$ 64.00	\$ 13,120.00	\$ 23.00	\$ 4,715.00
48	GRANULAR BACKFILL FOR STRUCTURES	CU YD	50	\$ 44.00	\$ 2,200.00	\$ 69.00	\$ 3,450.00	\$ 65.00	\$ 3,250.00	\$ 50.00	\$ 2,500.00	\$ 100.00	\$ 5,000.00	\$ 53.00	\$ 2,650.00
49	GEOCOMPOSITE WALL DRAIN	SQ YD	37	\$ 82.00	\$ 3,034.00	\$ 25.00	\$ 925.00	\$ 113.00	\$ 4,181.00	\$ 10.00	\$ 370.00	\$ 75.00	\$ 2,775.00	\$ 29.00	\$ 1,073.00
50	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 8,900.00	\$ 8,900.00	\$ 3,750.00	\$ 3,750.00	\$ 8,000.00	\$ 8,000.00	\$ 3,000.00	\$ 3,000.00	\$ 8,000.00	\$ 8,000.00	\$ 3,200.00	\$ 3,200.00
51	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 17,100.00	\$ 17,100.00	\$ 16,000.00	\$ 16,000.00	\$ 20,000.00	\$ 20,000.00	\$ 14,000.00	\$ 14,000.00	\$ 17,650.00	\$ 17,650.00	\$ 23,200.00	\$ 23,200.00
52	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	1	\$ 440.00	\$ 440.00	\$ 300.00	\$ 300.00	\$ 350.00	\$ 350.00	\$ 500.00	\$ 500.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
53	TEMPORARY BYPASS PUMPING SYSTEM	L SUM	1	\$ 31,600.00	\$ 31,600.00	\$ 32,000.00	\$ 32,000.00	\$ 800.00	\$ 800.00	\$ 100,000.00	\$ 100,000.00	\$ 30,000.00	\$ 30,000.00	\$ 55,000.00	\$ 55,000.00
54	MOBILIZATION	L SUM	1	\$ 39,410.50	\$ 39,410.50	\$ 125,000.00	\$ 125,000.00	\$ 75,000.00	\$ 75,000.00	\$ 100,000.00	\$ 100,000.00	\$ 139,500.00	\$ 139,500.00	\$ 157,000.00	\$ 157,000.00
55	CONSTRUCTION LAYOUT	L SUM	1	\$ 7,200.00	\$ 7,200.00	\$ 15,000.00	\$ 15,000.00	\$ 13,000.00	\$ 13,000.00	\$ 5,000.00	\$ 5,000.00	\$ 16,000.00	\$ 16,000.00	\$ 34,000.00	\$ 34,000.00

				V3		MARTAM CONSTRUCTION		SEMPER FI LANDSCAPING		EARTHWERKS		BERGER		COPENHAVER	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
56	AS-BUILT SURVEY	L SUM	1	\$ 2,200.00	\$ 2,200.00	\$ 15,000.00	\$ 15,000.00	\$ 8,500.00	\$ 8,500.00	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ 2,000.00	\$ 2,000.00
57	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 3,300.00	\$ 3,300.00	\$ 49,000.00	\$ 49,000.00	\$ 13,000.00	\$ 13,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,400.00	\$ 5,400.00	\$ 59,000.00	\$ 59,000.00
58	ECOLOGICAL MANAGEMENT - YEAR 1	ACRE	4.3	\$ 4,200.00	\$ 18,060.00	\$ 2,900.00	\$ 12,470.00	\$ 8,500.00	\$ 36,550.00	\$ 7,200.00	\$ 30,960.00	\$ 2,900.00	\$ 12,470.00	\$ 5,500.00	\$ 23,650.00
59	ECOLOGICAL MANAGEMENT - YEAR 2	ACRE	4.3	\$ 4,200.00	\$ 18,060.00	\$ 3,500.00	\$ 15,050.00	\$ 8,000.00	\$ 34,400.00	\$ 7,000.00	\$ 30,100.00	\$ 3,500.00	\$ 15,050.00	\$ 5,000.00	\$ 21,500.00
60	ECOLOGICAL MANAGEMENT - YEAR 3	ACRE	4.3	\$ 4,200.00	\$ 18,060.00	\$ 3,600.00	\$ 15,480.00	\$ 7,300.00	\$ 31,390.00	\$ 6,500.00	\$ 27,950.00	\$ 3,600.00	\$ 15,480.00	\$ 4,500.00	\$ 19,350.00
61	PRESCRIBED BURN	ACRE	4.3	\$ 2,200.00	\$ 9,460.00	\$ 1,280.00	\$ 5,504.00	\$ 1,888.00	\$ 8,118.40	\$ 2,300.00	\$ 9,890.00	\$ 1,280.00	\$ 5,504.00	\$ 1,400.00	\$ 6,020.00
62	MONITORING AND REPORTING	YEAR	3	\$ 6,100.00	\$ 18,300.00	\$ 4,200.00	\$ 12,600.00	\$ 6,800.00	\$ 20,400.00	\$ 550.00	\$ 1,650.00	\$ 4,200.00	\$ 12,600.00	\$ 3,500.00	\$ 10,500.00
63	ROLLED EROSION CONTROL PRODUCTS - COIR LOG	FOOT	1,000	\$ 8.75	\$ 8,750.00	\$ 18.00	\$ 18,000.00	\$ 13.00	\$ 13,000.00	\$ 12.00	\$ 12,000.00	\$ 18.00	\$ 18,000.00	\$ 14.00	\$ 14,000.00
BASE BID TOTAL					\$ 1,981,000.00		\$ 2,047,304.45		\$ 2,157,642.29		\$ 2,215,466.00		\$ 2,237,485.80		\$ 2,396,725.44
BID ALTERNATE - BIKE PATH IMPROVEMENTS (PLAN SHEETS C11-C19)															
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	EARTH EXCAVATION	CU YD	220	\$ 48.00	\$ 10,560.00	\$ 30.50	\$ 6,710.00	\$ 28.00	\$ 6,160.00	\$ 42.00	\$ 9,240.00	\$ 60.00	\$ 13,200.00	\$ 45.00	\$ 9,900.00
2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	230	\$ 48.00	\$ 11,040.00	\$ 34.00	\$ 7,820.00	\$ 44.00	\$ 10,120.00	\$ 55.00	\$ 12,650.00	\$ 60.00	\$ 13,800.00	\$ 45.00	\$ 10,350.00
3	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	20	\$ 39.00	\$ 780.00	\$ 32.00	\$ 640.00	\$ 40.00	\$ 800.00	\$ 4.00	\$ 80.00	\$ 33.00	\$ 660.00	\$ 15.00	\$ 300.00
4	SUBBASE GRANULAR MATERIAL, TYPE B 6"	SQ YD	890	\$ 21.00	\$ 18,690.00	\$ 10.00	\$ 8,900.00	\$ 25.00	\$ 22,250.00	\$ 6.00	\$ 5,340.00	\$ 18.50	\$ 16,465.00	\$ 12.00	\$ 10,680.00
5	BITUMINOUS MATERIALS (TACK COAT)	POUND	600	\$ 2.25	\$ 1,350.00	\$ 0.01	\$ 6.00	\$ 9.00	\$ 5,400.00	\$ 2.00	\$ 1,200.00	\$ 0.01	\$ 6.00	\$ 1.00	\$ 600.00
6	HOT-MIX ASPHALT SURFACE COURSE,, IL-9.5, MIX "D", N50	TON	150	\$ 200.00	\$ 30,000.00	\$ 200.00	\$ 30,000.00	\$ 250.00	\$ 37,500.00	\$ 197.00	\$ 29,550.00	\$ 200.00	\$ 30,000.00	\$ 165.00	\$ 24,750.00
7	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	150	\$ 17.00	\$ 2,550.00	\$ 26.00	\$ 3,900.00	\$ 17.00	\$ 2,550.00	\$ 35.00	\$ 5,250.00	\$ 25.00	\$ 3,750.00	\$ 17.00	\$ 2,550.00
8	SIDEWALK REMOVAL	SQ FT	150	\$ 6.25	\$ 937.50	\$ 7.00	\$ 1,050.00	\$ 7.00	\$ 1,050.00	\$ 2.00	\$ 300.00	\$ 5.00	\$ 750.00	\$ 3.00	\$ 450.00
9	MANHOLES TO BE ADJUSTED	EACH	1	\$ 890.00	\$ 890.00	\$ 700.00	\$ 700.00	\$ 4,500.00	\$ 4,500.00	\$ 300.00	\$ 300.00	\$ 1,100.00	\$ 1,100.00	\$ 900.00	\$ 900.00
10	SIGN PANEL - TYPE 1	SQ FT	17	\$ 44.00	\$ 748.00	\$ 25.00	\$ 425.00	\$ 75.00	\$ 1,275.00	\$ 20.00	\$ 340.00	\$ 23.00	\$ 391.00	\$ 40.00	\$ 680.00
11	METAL POST - TYPE A	FOOT	38	\$ 39.00	\$ 1,482.00	\$ 13.00	\$ 494.00	\$ 28.00	\$ 1,064.00	\$ 20.00	\$ 760.00	\$ 25.25	\$ 959.50	\$ 45.00	\$ 1,710.00
12	BOLLARDS	EACH	2	\$ 1,500.00	\$ 3,000.00	\$ 875.00	\$ 1,750.00	\$ 1,300.00	\$ 2,600.00	\$ 2,500.00	\$ 5,000.00	\$ 2,100.00	\$ 4,200.00	\$ 1,200.00	\$ 2,400.00
13	CONSTRUCTION LAYOUT	L SUM	1	\$ 1,700.00	\$ 1,700.00	\$ 2,500.00	\$ 2,500.00	\$ 4,200.00	\$ 4,200.00	\$ 5,000.00	\$ 5,000.00	\$ 3,900.00	\$ 3,900.00	\$ 5,000.00	\$ 5,000.00
BID ALTERNATE TOTAL					\$ 83,727.50		\$ 64,895.00		\$ 99,469.00		\$ 75,010.00		\$ 89,181.50		\$ 70,270.00
ITEMS ORDERED BY ENGINEER (IOBE)															
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	TREE PROTECTION - ROOT PROTECTION MATS	FOOT	500	\$ 8.00	\$ 4,000.00	\$ 15.00	\$ 7,500.00	\$ 13.00	\$ 6,500.00	\$ 1.00	\$ 500.00	\$ 40.00	\$ 20,000.00	\$ 50.00	\$ 25,000.00
2	TREE PROTECTION - TREE TRUNK PROTECTION	EACH	1	\$ 350.00	\$ 350.00	\$ 20.00	\$ 20.00	\$ 250.00	\$ 250.00	\$ 300.00	\$ 300.00	\$ 325.00	\$ 325.00	\$ 200.00	\$ 200.00
3	NATIVE TREES	EACH	10	\$ 880.00	\$ 8,800.00	\$ 815.00	\$ 8,150.00	\$ 800.00	\$ 8,000.00	\$ 800.00	\$ 8,000.00	\$ 815.00	\$ 8,150.00	\$ 950.00	\$ 9,500.00

				V3		MARTAM CONSTRUCTION		SEMPER FI LANDSCAPING		EARTHWERKS		BERGER		COPENHAVER	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
4	NATIVE SHRUBS	EACH	25	\$ 120.00	\$ 3,000.00	\$ 90.00	\$ 2,250.00	\$ 100.00	\$ 2,500.00	\$ 115.00	\$ 2,875.00	\$ 90.00	\$ 2,250.00	\$ 150.00	\$ 3,750.00
5	TEMPORARY FENCE	FOOT	500	\$ 5.00	\$ 2,500.00	\$ 5.20	\$ 2,600.00	\$ 8.00	\$ 4,000.00	\$ 4.00	\$ 2,000.00	\$ 6.50	\$ 3,250.00	\$ 11.00	\$ 5,500.00
6	SUPPLEMENTAL WATERING	UNIT	40	\$ 150.00	\$ 6,000.00	\$ 40.00	\$ 1,600.00	\$ 1.00	\$ 40.00	\$ 1.00	\$ 40.00	\$ 40.00	\$ 1,600.00	\$ 0.01	\$ 0.40
7	ROLLED EROSION CONTROL PRODUCTS - COIR LOG	FOOT	250	\$ 8.00	\$ 2,000.00	\$ 18.00	\$ 4,500.00	\$ 19.00	\$ 4,750.00	\$ 12.00	\$ 3,000.00	\$ 18.00	\$ 4,500.00	\$ 12.00	\$ 3,000.00
8	PERIMETER EROSION BARRIER	FOOT	2,200	\$ 3.75	\$ 8,250.00	\$ 4.25	\$ 9,350.00	\$ 7.00	\$ 15,400.00	\$ 3.00	\$ 6,600.00	\$ 4.25	\$ 9,350.00	\$ 3.00	\$ 6,600.00
ITEMS ORDERED BY ENGINEER (IOBE)TOTAL					\$ 34,900.00		\$ 35,970.00		\$ 41,440.00		\$ 23,315.00		\$ 49,425.00		\$ 53,550.40
CONTINGENCY					\$ 100,000.00		\$ 100,000.00		\$ 100,000.00		\$ 100,000.00		\$ 100,000.00		\$ 100,000.00
GRAND TOTAL					\$ 2,199,627.50		\$ 2,248,169.45		\$ 2,398,551.29		\$ 2,413,791.00		\$ 2,476,092.30		\$ 2,620,545.84

NOTES
1. MARTAM CONSTRUCTION Grand Total corrected to \$2,248,169.45 from \$2,248,349.45.00 due to miscalculation in submittal.
2. SEMPER FI LANDSCAPING Grand Total corrected to \$2,398,551.29 from \$2,399,841.29 due to miscalculation in submittal.
3. BERGER Grand Total corrected to \$2,476,092.30 from \$2,376,092.30 due to miscalculation in submittal.

Bid Opening 10/03/2023 @ 2:30 PM	VC, NE, RJ
Invitations Sent	16
Total Vendors Requesting Documents	2
Total Bid Responses	6

SECTION 8 - BID FORM PRICING

All rates/lump sums submitted will be effect for the duration of the contract term. No surcharges or markups will be paid.

BASE BID						
NO.	PAY ITEM	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	468	\$ 15.00	\$ 7,020.00
2	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	324	\$ 21.00	\$ 6,804.00
3	SP	SELECTIVE CLEARING AND TREE REMOVAL	ACRE	2.09	\$ 31,000.00	\$ 64,790.00
4	20101000	TEMPORARY FENCE	FOOT	1,200	\$ 5.50	\$ 6,600.00
5	20101700	SUPPLEMENTAL WATERING	UNIT	44	\$ 180.00	\$ 7,920.00
6	20200100	EARTH EXCAVATION	CU YD	21,045	\$ 35.00	\$ 736,575.00
7	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	2,110	\$ 15.00	\$ 31,650.00
8	20800150	TRENCH BACKFILL	CU YD	70	\$ 44.00	\$ 3,080.00
9	SP	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	560	\$ 22.00	\$ 12,320.00
10	SP	EXPLORATORY TRENCH	CU YD	100	\$ 32.00	\$ 3,200.00
11	21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	4,643	\$ 8.75	\$ 40,626.25
12	21101645	TOPSOIL FURNISH AND PLACE, 12"	SQ YD	175	\$ 22.00	\$ 3,850.00
13	SP	NATIVE SEEDING (LOW PROFILE SEED MIX)	ACRE	0.77	\$ 10,600.00	\$ 8,162.00
14	SP	NATIVE SEEDING (WET/MESIC MIX)	ACRE	1.00	\$ 10,800.00	\$ 10,800.00
15	SP	NATIVE SEEDING (SEDGE MEADOW SEED MIX)	ACRE	0.50	\$ 10,900.00	\$ 5,450.00
16	SP	NATIVE SEEDING (SAVANNA SEED MIX)	ACRE	2.03	\$ 10,900.00	\$ 22,127.00
17	25000100	SEEDING, CLASS 1	ACRE	0.04	\$ 16,500.00	\$ 660.00
18	25100630	EROSION CONTROL BLANKET	SQ YD	21,440	\$ 2.50	\$ 53,600.00
19	SP	SPADE AND RELOCATE TREE	EACH	6	\$ 500.00	\$ 3,000.00

NO.	PAY ITEM	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
20	SP	NATIVE TREES	EACH	32	\$ 880.00	\$ 28,160.00
21	SP	NATIVE SHRUBS	EACH	104	\$ 130.00	\$ 13,520.00
22	28000400	PERIMETER EROSION BARRIER	FOOT	2,200	\$ 4.00	\$ 8,800.00
23	28000510	INLET FILTERS	EACH	10	\$ 390.00	\$ 3,900.00
24	28100105	STONE RIPRAP, CLASS A3	SQ YD	76	\$ 100.00	\$ 7,600.00
25	28100109	STONE RIPRAP, CLASS A5	SQ YD	1,455	\$ 120.00	\$ 174,600.00
26	SP	COBBLE AND AGGREGATE MIX	SQ YD	310	\$ 180.00	\$ 55,800.00
27	SP	BOULDER	EACH	26	\$ 270.00	\$ 7,020.00
28	50200100	STRUCTURE EXCAVATION	CU YD	1,280	\$ 47.00	\$ 60,160.00
29	50201121	COFFERDAM (TYPE 2) (LOCATION - 1)	EACH	1	\$ 60,400.00	\$ 60,400.00
30	50201121	COFFERDAM (TYPE 1) (LOCATION - 2)	EACH	1	\$ 14,800.00	\$ 14,800.00
31	50300300	PROTECTIVE COAT	SQ YD	183	\$ 1.25	\$ 228.75
32	50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	14,110	\$ 4.75	\$ 67,022.50
33	52200900	CONCRETE STRUCTURES (RETAINING WALL)	CU YD	95	\$ 1,100.00	\$ 104,500.00
34	54003000	CONCRETE BOX CULVERTS	CU YD	40	\$ 1,100.00	\$ 44,000.00
35	54213657	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	1	\$ 2,900.00	\$ 2,900.00
36	54213660	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15"	EACH	2	\$ 3,000.00	\$ 6,000.00
37	54213672	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 27"	EACH	1	\$ 3,600.00	\$ 3,600.00
38	54213687	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 42"	EACH	1	\$ 5,900.00	\$ 5,900.00
39	SP	HIGH DENSITY POLYETHYLENE PIPE 6"	FOOT	536	\$ 61.00	\$ 32,696.00
40	550A2320	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FOOT	15	\$ 89.00	\$ 1,335.00
41	550A2330	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 15"	FOOT	22	\$ 77.00	\$ 1,694.00

NO.	PAY ITEM	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
42	550A2370	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 27"	FOOT	33	\$ 140.00	\$ 4,620.00
43	550A2410	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 42"	FOOT	45	\$ 190.00	\$ 8,550.00
44	55100700	STORM SEWER REMOVAL 15"	FOOT	60	\$ 120.00	\$ 7,200.00
45	SP	REMOVE EXISTING HEADWALL/FLARED END SECTION	EACH	2	\$ 1,800.00	\$ 3,600.00
46	SP	REMOVE EXISTING CONCRETE SPILLWAY	SQ FT	310	\$ 18.00	\$ 5,580.00
47	SP	PERFORATED PIPE 6"	FOOT	205	\$ 61.00	\$ 12,505.00
48	58600101	GRANULAR BACKFILL FOR STRUCTURES	CU YD	50	\$ 44.00	\$ 2,200.00
49	59100100	GEOCOMPOSITE WALL DRAIN	SQ YD	37	\$ 82.00	\$ 3,034.00
50	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 8,900.00	\$ 8,900.00
51	60224459	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 17,100.00	\$ 17,100.00
52	72400500	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	1	\$ 440.00	\$ 440.00
53	SP	TEMPORARY BYPASS PUMPING SYSTEM	L SUM	1	\$ 31,600.00	\$ 31,600.00
54	SP	MOBILIZATION	L SUM	1	\$ 39,410.50	\$ 39,410.50
55	SP	CONSTRUCTION LAYOUT	L SUM	1	\$ 7,200.00	\$ 7,200.00
56	SP	AS-BUILT SURVEY	L SUM	1	\$ 2,200.00	\$ 2,200.00
57	SP	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 3,300.00	\$ 3,300.00
58	SP	ECOLOGICAL MANAGEMENT - YEAR 1	ACRE	4.3	\$ 4,200.00	\$ 18,060.00
59	SP	ECOLOGICAL MANAGEMENT - YEAR 2	ACRE	4.3	\$ 4,200.00	\$ 18,060.00
60	SP	ECOLOGICAL MANAGEMENT - YEAR 3	ACRE	4.3	\$ 4,200.00	\$ 18,060.00
61	SP	PRESCRIBED BURN	ACRE	4.3	\$ 2,200.00	\$ 9,460.00
62	SP	MONITORING AND REPORTING	YEAR	3	\$ 6,100.00	\$ 18,300.00
63	SP	ROLLED EROSION CONTROL PRODUCTS - COIR LOG	FOOT	1,000	\$ 8.75	\$ 8,750.00
BASE BID TOTAL						\$ 1,981,000.00

BID ALTERNATE - BIKE PATH IMPROVEMENTS (PLAN SHEETS C11-C19)

NO.	PAY ITEM	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	20200100	EARTH EXCAVATION	CU YD	220	\$ 48.00	\$ 10,560.00
2	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	230	\$ 48.00	\$ 11,040.00
3	31101200	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	20	\$ 39.00	\$ 780.00
4	31101400	SUBBASE GRANULAR MATERIAL, TYPE B 6"	SQ YD	890	\$ 21.00	\$ 18,690.00
5	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	600	\$ 2.25	\$ 1,350.00
6	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	150	\$ 200.00	\$ 30,000.00
7	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	150	\$ 17.00	\$ 2,550.00
8	44000600	SIDEWALK REMOVAL	SQ FT	150	\$ 6.25	\$ 937.50
9	60255500	MANHOLES TO BE ADJUSTED	EACH	1	\$ 890.00	\$ 890.00
10	72000100	SIGN PANEL - TYPE 1	SQ FT	17	\$ 44.00	\$ 748.00
11	72900100	METAL POST - TYPE A	FOOT	38	\$ 39.00	\$ 1,482.00
12	SP	BOLLARDS	EACH	2	\$ 1,500.00	\$ 3,000.00
13	SP	CONSTRUCTION LAYOUT	L SUM	1	\$ 1,700.00	\$ 1,700.00
BID ALTERNATE TOTAL						\$ 83,727.50

ITEMS ORDERED BY ENGINEER (IOBE)

NO.	PAY ITEM	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	59100100	TREE PROTECTION - ROOT PROTECTION MATS	FOOT	500	\$ 8.00	\$ 4,000.00
2	60218400	TREE PROTECTION - TREE TRUNK PROTECTION	EACH	1	\$ 350.00	\$ 350.00
3	SP	NATIVE TREES	EACH	10	\$ 880.00	\$ 8,800.00

NO.	PAY ITEM	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
4	SP	NATIVE SHRUBS	EACH	25	\$ 120.00	\$ 3,000.00
5	20101000	TEMPORARY FENCE	FOOT	500	\$ 5.00	\$ 2,500.00
6	20101700	SUPPLEMENTAL WATERING	UNIT	40	\$ 150.00	\$ 6,000.00
7	SP	ROLLED EROSION CONTROL PRODUCTS - COIR LOG	FOOT	250	\$ 8.00	\$ 2,000.00
8	28000400	PERIMETER EROSION BARRIER	FOOT	2,200	\$ 3.75	\$ 8,250.00
ITEMS ORDERED BY ENGINEER (IOBE) TOTAL						\$ 34,900.00
BASE BID TOTAL						\$ 1,981,000.00
BID ALTERNATE TOTAL						\$ 83,727.50
CONTINGENCY						\$100,000.00
GRAND TOTAL						\$ 2,199,627.50
GRAND TOTAL (IN WORDS)		TWO MILLION ONE HUNDRED NINETY NINE THOUSAND SIX HUNDRED TWENTY SEVEN DOLLARS AND FIFTY CENTS				

SECTION 9 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X

President

(Signature and Title)



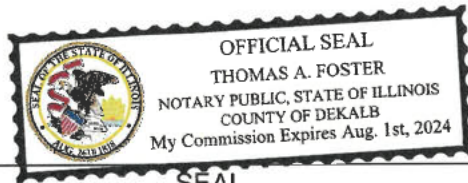
CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 3rd day of October AD, 2023

My Commission Expires: 08-01-2024

(Notary Public)



SECTION 10 - MANDATORY FORM
MAIN STREET BASIN FLOOD CONTROL PROJECT 23-107-SWM
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	V3 Construction Group, Ltd.		
Main Business Address	7325 Janes Avenue		
City, State, Zip Code	Woodridge, Illinois 60517		
Telephone Number	630-724-9200	Email Address	mfamiglietti@v3co.com
Bid Contact Person	Mike Famiglietti, President		

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor

 ☐ a Member authorized to sign on behalf of the Partnership

 ☒ an Officer of the Corporation

 ☐ a Member of the Joint Venture

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

<u>Michael Famiglietti, P.E.</u> (President or Partner)	<u>Ronald A. Graf</u> (Vice-President or Partner)
<u>Thomas A. Foster</u> (Secretary or Partner)	<u>Amy Holmes</u> (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. 1, _____, _____, and _____ issued thereto.

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

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

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

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

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

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

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

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	V3 Construction Group, Ltd.	NAME	V3 Construction Group, Ltd.
CONTACT	Michael Famiglietti, P.E.	CONTACT	Chris Somheil
ADDRESS	7325 Janes Avenue	ADDRESS	7325 Janes Avenue
CITY ST ZIP	Woodridge, Illinois 60517	CITY ST ZIP	Woodridge, Illinois 60517
TX	630-724-9200	TX	630-724-9200
FX	630-724-9202	FX	630-724-9202
EMAIL	mfamiglietti@v3co.com	EMAIL	csomheil@v3co.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Finance Department 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6193		Address to be provided once notice to proceed is issued.	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE)

VENDOR ETHICS DISCLOSURE



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: 10-03-2023

Bid/Contract/PO #: 23-107-SWM

Company Name: V3 Construction Group, Ltd.	Company Contact: Michael Famiglietti, P.E.
Contact Phone: 630-724-9200	Contact Email: mfamiglietti@v3co.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Printed Name

Michael Famiglietti, P.E.

Title

President

Date

10-03-2023

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



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0070-23

Agenda Date: 11/7/2023

Agenda #: 9.I

AWARDING RESOLUTION ISSUED TO
EARTHWERKS LAND IMPROVEMENT
AND DEVELOPMENT CORPORATION, INC.
(CONTRACT AMOUNT \$2,222,744)

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

WHEREAS, the lowest most responsible bidder has been designated and the Stormwater Management Committee recommends County Board approval for the issuance of a contract for On Call Construction.

NOW, THEREFORE, BE IT RESOLVED that County Contract, covering said, for On Call Construction, for the Stormwater Management Department, be and it is hereby approved for issuance of a Contract by the Procurement Division, to Earthwerks Land Improvement and Development Corporation, Inc., 2111 Ogden Avenue, Lisle, IL 60532 for the total contract amount not to exceed \$2,222,744 per lowest responsible Bid # 22-102-SWM, first option to renew.

Enacted and approved this 14th day of November, 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#: 23-3344	RFP, BID, QUOTE OR RENEWAL #: 22-102-SWM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$2,222,744.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$6,668,232.00
	CURRENT TERM TOTAL COST: \$2,222,744.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: Earthwerks Land Improvement and Development Corporation, Inc.	VENDOR #: 11452	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Dan Davies	VENDOR CONTACT PHONE: 630-482-2341	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupageco.org
VENDOR CONTACT EMAIL: ldavies@earthwerksinc.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2327	
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.). \$2,222,744.00 - First Renewal. On Call Construction for Stormwater Management to assist the department with construction projects countywide. Work includes streambank stabilization, storm sewer improvements, earth excavation and grading, along with associated paving and restoration as required for each project. Vegetation management may also be required for each project. A portion of the funds for this contract will be paid with American Rescue Plan Act (ARPA) funds received by the Department.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Bid #22-102-SWM			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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. Decision Memo Not Required
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

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

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Earthwerks Land Improvement and Development Corporation, Inc.	Vendor#: 11452	Dept: Stormwater Management	Division:
Attn: Dan Davies	Email: ldavies@earthwerksinc.com	Attn: Jamie Lock	Email: jamie.lock@dupageco.org
Address: 2111 Ogden Avenue	City: Lisle	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60532	State: IL	Zip: 60187
Phone: 630-482-2341	Fax: 630-482-2342	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): Nov 14, 2023	Contract End Date (PO25): Nov 30, 2025
Contract Administrator (PO25): Alicia Favela Perez			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		On Call Construction for Stormwater Management to assist the department with construction projects Countywide (Bid 22-102-SWM)	FY24	1600	3000	54060		1,000,000.00	1,000,000.00
2	1	EA			FY24	1100	1215	53830	COVID-19_ SWM	500,000.00	500,000.00
3	1	EA			FY24	1100	1215	54060	COVID-19_ SWM	500,000.00	500,000.00
4	1	EA			FY25	1100	1215	54060	COVID-19_ SWM	222,744.00	222,744.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 2,222,744.00

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

CONTRACT 22-102-SWM BETWEEN EARTHWERKS LAND IMPROVEMENT AND DEVELOPMENT CORPORATION,
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this 30TH day of December, 2022, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and EARTHWERKS LAND IMPROVEMENT AND DEVELOPMENT CORPORATION., licensed to do business in the State of Illinois, located at 2111 Ogden Avenue, Lisle, IL 60532 (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Bid 22-102-SWM for DuPage Stormwater Management Department, located at the DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

- 1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:
 - 1.1.a Project Information
 - 1.1.b Instructions to Bidders
 - 1.1.c General Conditions
 - 1.1.d Special Conditions
 - 1.1.e Insurance/Bonding Requirements and Certificates
 - 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
 - 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
 - 1.1.h Exhibits
 - 1.1.i County Purchase Order
- 1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.
- 1.3 In the event of a conflict between any of the above documents, the document control from top to bottom, i.e., "a" control over "b".

2.0 DURATION OF THIS CONTRACT

- 2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a two (2) year period beginning on 11/08/2022 and continuing through 11/30/2024.
- 2.2 The Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus renewals exceed four (4) years.

3.0 TERMINATION

- 3.1 Except as otherwise set forth in this AGREEMENT, County shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.
- 3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
- 3.3 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, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4.0 BID PRICES AND PAYMENT

- 4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.
- 4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

5.0 AMENDMENTS

- 5.1 This Contract may be amended by agreement of both parties.
- 5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

6.0 CONTRACT ENFORCEMENT – ATTORNEY’S FEES

- 6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

7.0 SEVERABILITY CLAUSE

- 7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

8.0 GOVERNING LAW

- 8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

9.0 ENTIRE AGREEMENT

- 9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.
- 9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

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

THE COUNTY OF DUPAGE, ILLINOIS

CONTRACTOR

By: _____

SIGNATURE

Mary Catherine Wells

PRINTED NAME

Acting Chief Procurement Officer

PRINTED TITLE

DATE

1/30/23

By: _____

SIGNATURE

PRINTED NAME

PRINTED TITLE

DATE

DAN DAVIS

President

1-9-2023





**THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
ON-CALL CONSTRUCTION
22-102-SWM BID TABULATION**



NO.	ITEM	UOM	QTY	EARTHWERKS		V3 COMPANIES	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	1,000	\$ 50.00	\$ 50,000.00	\$ 36.00	\$ 36,000.00
2	TREE REMOVAL (GREATER THAN 15 UNITS DIAMETER)	UNIT	1,000	\$ 50.00	\$ 50,000.00	\$ 48.00	\$ 48,000.00
3	TRAFFIC CONTROL AND PROTECTION ALLOWANCE	LSUM	1	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
4	PERIMETER EROSION BARRIER	FOOT	5,000	\$ 3.00	\$ 15,000.00	\$ 5.75	\$ 28,750.00
5	INLET AND PIPE PROTECTION	EACH	20	\$ 200.00	\$ 4,000.00	\$ 330.00	\$ 6,600.00
6	TEMPORARY FENCE	FOOT	5,000	\$ 10.00	\$ 50,000.00	\$ 6.00	\$ 30,000.00
7	TREE PROTECTION - TREE TRUNK PROTECTION	EACH	25	\$ 400.00	\$ 10,000.00	\$ 150.00	\$ 3,750.00
8	TREE PROTECTION - ROOT PROTECTION MATS	FOOT	750	\$ 10.00	\$ 7,500.00	\$ 66.00	\$ 49,500.00
9	WOODY VEGETATION REMOVAL AND HERBICIDE APPLICATION	SQ YD	3,500	\$ 7.00	\$ 24,500.00	\$ 12.00	\$ 42,000.00
10	DRAINAGE STRUCTURE TO BE REMOVED	EACH	5	\$ 1,000.00	\$ 5,000.00	\$ 2,500.00	\$ 12,500.00
11	EARTH EXCAVATION, SPECIAL	CU YD	5,000	\$ 50.00	\$ 250,000.00	\$ 84.00	\$ 420,000.00
12	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1,000	\$ 50.00	\$ 50,000.00	\$ 80.00	\$ 80,000.00
13	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	750	\$ 20.00	\$ 15,000.00	\$ 100.00	\$ 75,000.00
14	EXPLORATORY TRENCH, SPECIAL	FOOT	250	\$ 100.00	\$ 25,000.00	\$ 130.00	\$ 32,500.00
15	HMA PAVEMENT REMOVAL	SY YD	265	\$ 4.00	\$ 1,060.00	\$ 42.00	\$ 11,130.00
16	CONCRETE PAVEMENT REMOVAL	SY YD	265	\$ 8.00	\$ 2,120.00	\$ 50.00	\$ 13,250.00
17	SIDEWALK REMOVAL	SQ FT	400	\$ 3.00	\$ 1,200.00	\$ 3.00	\$ 1,200.00
18	COMBINATION CONCRETE CURB AND GUTTER REMOVAL & REPLACEMENT, SPECIAL	FOOT	300	\$ 60.00	\$ 18,000.00	\$ 91.00	\$ 27,300.00
19	REMOVE AND REINSTALL FENCE	FOOT	500	\$ 100.00	\$ 50,000.00	\$ 73.00	\$ 36,500.00
20	FENCE ALLOWANCE	LSUM	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
21	SEWER REMOVAL, 15" OR LESS	FOOT	200	\$ 10.00	\$ 2,000.00	\$ 140.00	\$ 28,000.00

22	SEWER REMOVAL, GREATER THAN 15"	FOOT	200	\$ 10.00	\$ 2,000.00	\$ 140.00	\$ 28,000.00
23	STORM SEWER, 6" PVC (SDR 26)	FOOT	400	\$ 45.00	\$ 18,000.00	\$ 150.00	\$ 60,000.00
24	STORM SEWER, 8" PVC (SDR 26)	FOOT	200	\$ 50.00	\$ 10,000.00	\$ 160.00	\$ 32,000.00
25	STORM SEWER, 10" PVC (SDR 26)	FOOT	200	\$ 60.00	\$ 12,000.00	\$ 170.00	\$ 34,000.00
26	STORM SEWER, 12" PVC (SDR 26)	FOOT	100	\$ 70.00	\$ 7,000.00	\$ 190.00	\$ 19,000.00
27	STORM SEWER, 18" PVC (SDR 26)	FOOT	100	\$ 70.00	\$ 7,000.00	\$ 250.00	\$ 25,000.00
28	STORM SEWER, 21" PVC (SDR 26)	FOOT	100	\$ 80.00	\$ 8,000.00	\$ 300.00	\$ 30,000.00
29	STORM SEWER, 24" PVC (SDR 26)	FOOT	100	\$ 200.00	\$ 20,000.00	\$ 400.00	\$ 40,000.00
30	STORM SEWER, 4" CORRUGATED PLASTIC PIPE	FOOT	250	\$ 25.00	\$ 6,250.00	\$ 120.00	\$ 30,000.00
31	STORM SEWER, 6" CORRUGATED PLASTIC PIPE	FOOT	250	\$ 25.00	\$ 6,250.00	\$ 120.00	\$ 30,000.00
32	STORM SEWER, 8" CORRUGATED PLASTIC PIPE	FOOT	250	\$ 30.00	\$ 7,500.00	\$ 120.00	\$ 30,000.00
33	STORM SEWER, 12" CORRUGATED PLASTIC PIPE	FOOT	100	\$ 55.00	\$ 5,500.00	\$ 160.00	\$ 16,000.00
34	STORM SEWER, 24" CORRUGATED PLASTIC PIPE	FOOT	100	\$ 140.00	\$ 14,000.00	\$ 190.00	\$ 19,000.00
35	STORM SEWER, 36" CORRUGATED PLASTIC PIPE	FOOT	200	\$ 220.00	\$ 44,000.00	\$ 240.00	\$ 48,000.00
36	STORM SEWER, 10" RCP	FOOT	200	\$ 40.00	\$ 8,000.00	\$ 280.00	\$ 56,000.00
37	STORM SEWER, 12" RCP	FOOT	100	\$ 40.00	\$ 4,000.00	\$ 280.00	\$ 28,000.00
38	STORM SEWER, 18" RCP	FOOT	100	\$ 60.00	\$ 6,000.00	\$ 280.00	\$ 28,000.00
39	STORM SEWER, 21" RCP	FOOT	100	\$ 70.00	\$ 7,000.00	\$ 330.00	\$ 33,000.00
40	STORM SEWER, 24" RCP	FOOT	100	\$ 80.00	\$ 8,000.00	\$ 340.00	\$ 34,000.00
41	CLEANOUT	EACH	10	\$ 2,000.00	\$ 20,000.00	\$ 1,400.00	\$ 14,000.00
42	2' INLET	EACH	20	\$ 2,000.00	\$ 40,000.00	\$ 3,300.00	\$ 66,000.00
43	3' DIA MANHOLE W/ FRAME AND GRATE	EACH	3	\$ 3,500.00	\$ 10,500.00	\$ 5,100.00	\$ 15,300.00
44	4' MANHOLE W/ FRAME AND GRATE	EACH	3	\$ 4,500.00	\$ 13,500.00	\$ 6,100.00	\$ 18,300.00
45	4' DIA CATCH BASIN TYPE A W/ GRATE	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 7,900.00	\$ 7,900.00
46	5' STRUCTURE W FRAME AND GRATE	EACH	1	\$ 6,000.00	\$ 6,000.00	\$ 9,500.00	\$ 9,500.00
47	10" FLARED END SECTION, METAL	EACH	1	\$ 300.00	\$ 300.00	\$ 1,100.00	\$ 1,100.00

48	12" FLARED END SECTION, METAL	EACH	1	\$ 400.00	\$ 400.00	\$ 1,100.00	\$ 1,100.00
49	18" FLARED END SECTION, METAL	EACH	1	\$ 500.00	\$ 500.00	\$ 1,100.00	\$ 1,100.00
50	21" FLARED END SECTION, METAL	EACH	1	\$ 600.00	\$ 600.00	\$ 1,200.00	\$ 1,200.00
51	24" FLARED END SECTION, METAL	EACH	1	\$ 700.00	\$ 700.00	\$ 1,200.00	\$ 1,200.00
52	24" WATERMAN F-25 MEDIUM DUTY FLAP GATE, OR EQUIVALENT	EACH	1	\$ 18,000.00	\$ 18,000.00	\$ 9,900.00	\$ 9,900.00
53	TRENCH BACKFILL, SPECIAL	CU YD	1,000	\$ 60.00	\$ 60,000.00	\$ 120.00	\$ 120,000.00
54	EXISTING DRAIN TILE REPAIR	EACH	5	\$ 1,000.00	\$ 5,000.00	\$ 3,100.00	\$ 15,500.00
55	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	500	\$ 60.00	\$ 30,000.00	\$ 190.00	\$ 95,000.00
56	CONCRETE CURB AND GUTTER, B6.12	FOOT	100	\$ 40.00	\$ 4,000.00	\$ 61.00	\$ 6,100.00
57	PCC SIDEWALK, 5" SPECIAL	SQ FT	400	\$ 20.00	\$ 8,000.00	\$ 18.00	\$ 7,200.00
58	VEGETATED ROCK TOE	TON	350	\$ 200.00	\$ 70,000.00	\$ 460.00	\$ 161,000.00
59	RR-3	TON	150	\$ 150.00	\$ 22,500.00	\$ 170.00	\$ 25,500.00
60	RR-4	TON	80	\$ 150.00	\$ 12,000.00	\$ 180.00	\$ 14,400.00
61	NATIVE PLANT PLUGS	EACH	30,000	\$ 15.00	\$ 450,000.00	\$ 6.75	\$ 202,500.00
62	FABRIC ENCAPSULATED SOIL LIFT	SQ FT	584	\$ 20.00	\$ 11,680.00	\$ 79.00	\$ 46,136.00
63	EROSION CONTROL BLANKET, S150 BN	SQ YD	3,000	\$ 4.00	\$ 12,000.00	\$ 3.75	\$ 11,250.00
64	PERMANENT SEEDING, NATIVE	ACRE	10	\$ 10,000.00	\$ 100,000.00	\$ 10,600.00	\$ 106,000.00
65	SEEDING, IDOT CLASS I	ACRE	5	\$ 6,000.00	\$ 30,000.00	\$ 8,800.00	\$ 44,000.00
66	SEEDING, IDOT CLASS 2A	ACRE	5	\$ 6,000.00	\$ 30,000.00	\$ 8,700.00	\$ 43,500.00
67	TOPSOIL, FURNISH AND PLACE, 6"	SQ YD	1,023	\$ 8.00	\$ 8,184.00	\$ 19.00	\$ 19,437.00
68	LANDSCAPE ALLOWANCE	LSUM	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
69	NATIVE TREE	EACH	40	\$ 800.00	\$ 32,000.00	\$ 620.00	\$ 24,800.00
70	NATIVE SHRUB	EACH	100	\$ 160.00	\$ 16,000.00	\$ 160.00	\$ 16,000.00
71	COIR LOG	FOOT	50	\$ 30.00	\$ 1,500.00	\$ 46.00	\$ 2,300.00
72	STONE OUTCROPPING	SQ FT	80	\$ 100.00	\$ 8,000.00	\$ 150.00	\$ 12,000.00
73	AS BUILT DRAWINGS	EACH	5	\$ 5,000.00	\$ 25,000.00	\$ 4,800.00	\$ 24,000.00

74	RESTORATION MONITORING AND REPORTING	YEAR	9	\$ 7,500.00	\$ 67,500.00	\$ 8,200.00	\$ 73,800.00
75	ECOLOGICAL MANAGEMENT	YEAR	9	\$ 7,500.00	\$ 67,500.00	\$ 9,300.00	\$ 83,700.00
76	REMOVAL AND DISPOSAL OF MISCELLANEOUS OBJECTS	SQ YD	450	\$ 10.00	\$ 4,500.00	\$ 45.00	\$ 20,250.00
77	TEMPORARY COFFERDAM, OF TYPE SPECIFIED	EACH	2	\$ 10,000.00	\$ 20,000.00	\$ 30,800.00	\$ 61,600.00
78	NON-WOVEN FILTER FABRIC	SQ YD	200	\$ 5.00	\$ 1,000.00	\$ 5.00	\$ 1,000.00
TOTAL BASE BID					\$ 2,122,744.00		\$ 3,065,553.00
CONTINGENCY					\$ 100,000.00		\$ 100,000.00
GRAND TOTAL					\$ 2,222,744.00		\$ 3,165,553.00

NOTES							
1. GRAND TOTAL CORRECTION FOR EARTHWERKS.							

Bid Opening 10/21/22 @ 2:30 PM	NE, DW, YQ
Invitations Sent	20
Total Vendors Requesting Documents	4
Total Bid Responses	2

SECTION 8 - BID FORM PRICING

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	1,000	\$ 50.	\$ 50000.
2	TREE REMOVAL (GREATER THAN 15 UNITS DIAMETER)	UNIT	1,000	\$ 50.	\$ 50000.
3	TRAFFIC CONTROL & PROTECTION ALLOWANCE	LSUM	1	\$30,000.00	\$30,000.00
4	PERIMETER EROSION BARRIER	FOOT	5,000	\$ 3.	\$ 15000.
5	INLET AND PIPE PROTECTION	EACH	20	\$ 200.	\$ 4000.
6	TEMPORARY FENCE	FOOT	5,000	\$ 10.	\$ 50000.
7	TREE PROTECTION - TREE TRUNK PROTECTION	EACH	25	\$ 400.	\$ 10000.
8	TREE PROTECTION - ROOT PROTECTION MATS	FOOT	750	\$ 10.	\$ 7500.
9	WOODY VEGETATION REMOVAL AND HERBICIDE APPLICATION	SQ YD	3,500	\$ 7.	\$ 24500.
10	DRAINAGE STRUCTURE TO BE REMOVED	EACH	5	\$ 1000.	\$ 5000.
11	EARTH EXCAVATION, SPECIAL	CU YD	5,000	\$ 50.	\$ 250000.
12	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1,000	\$ 50.	\$ 50000.
13	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	750	\$ 20.	\$ 15000.
14	EXPLORATORY TRENCH, SPECIAL	FOOT	250	\$ 100.	\$ 25000.
15	HMA PAVEMENT REMOVAL	SY YD	265	\$ 4.	\$ 1060.
16	CONCRETE PAVEMENT REMOVAL	SY YD	265	\$ 8.	\$ 2120.
17	SIDEWALK REMOVAL	SQ FT	400	\$ 3.	\$ 1200.
18	COMBINATION CONCRETE CURB AND GUTTER REMOVAL & REPLACEMENT, SPECIAL	FOOT	300	\$ 60.	\$ 18000.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
19	REMOVE AND REINSTALL FENCE	FOOT	500	\$ 100.	\$ 50000.
20	FENCE ALLOWANCE	LSUM	1	\$25,000.00	\$25,000.00
21	SEWER REMOVAL, 15" OR LESS	FOOT	200	\$ 10.	\$ 2000.
22	SEWER REMOVAL, GREATER THAN 15"	FOOT	200	\$ 10.	\$ 2000.
23	STORM SEWER, 6" PVC (SDR 26)	FOOT	400	\$ 45.	\$ 18000.
24	STORM SEWER, 8" PVC (SDR 26)	FOOT	200	\$ 50.	\$ 10000.
25	STORM SEWER, 10" PVC (SDR 26)	FOOT	200	\$ 60.	\$ 12000.
26	STORM SEWER, 12" PVC (SDR 26)	FOOT	100	\$ 70.	\$ 7000.
27	STORM SEWER, 18" PVC (SDR 26)	FOOT	100	\$ 70.	\$ 7000.
28	STORM SEWER, 21" PVC (SDR 26)	FOOT	100	\$ 80.	\$ 8000.
29	STORM SEWER, 24" PVC (SDR 26)	FOOT	100	\$ 200.	\$ 20000.
30	STORM SEWER, 4" CORRUGATED PLASTIC PIPE	FOOT	250	\$ 25.	\$ 6250.
31	STORM SEWER, 6" CORRUGATED PLASTIC PIPE	FOOT	250	\$ 25.	\$ 6250.
32	STORM SEWER, 8" CORRUGATED PLASTIC PIPE	FOOT	250	\$ 30.	\$ 7500.
33	STORM SEWER, 12" CORRUGATED PLASTIC PIPE	FOOT	100	\$ 55.	\$ 5500.
34	STORM SEWER, 24" CORRUGATED PLASTIC PIPE	FOOT	100	\$ 140.	\$ 14000.
35	STORM SEWER, 36" CORRUGATED PLASTIC PIPE	FOOT	200	\$ 220.	\$ 44000.
36	STORM SEWER, 10" RCP	FOOT	200	\$ 40.	\$ 8000.
37	STORM SEWER, 12" RCP	FOOT	100	\$ 40.	\$ 4000.
38	STORM SEWER, 18" RCP	FOOT	100	\$ 60.	\$ 6000.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
39	STORM SEWER, 21" RCP	FOOT	100	\$ 70.	\$ 7000.
40	STORM SEWER, 24" RCP	FOOT	100	\$ 80.	\$ 8000.
41	CLEANOUT	EACH	10	\$ 2000.	\$ 20000.
42	2' INLET	EACH	20	\$ 2000.	\$ 40000.
43	3' DIA MANHOLE W/ FRAME AND GRATE	EACH	3	\$ 3500.	\$ 10500.
44	4' MANHOLE W/ FRAME AND GRATE	EACH	3	\$ 4500.	\$ 13500.
45	4' DIA CATCH BASIN TYPE A W/ GRATE	EACH	1	\$ 5000.	\$ 5000.
46	5' STRUCTURE W FRAME AND GRATE	EACH	1	\$ 6000.	\$ 6000.
47	10" FLARED END SECTION, METAL	EACH	1	\$ 300.	\$ 300.
48	12" FLARED END SECTION, METAL	EACH	1	\$ 400.	\$ 400.
49	18" FLARED END SECTION, METAL	EACH	1	\$ 500.	\$ 500.
50	21" FLARED END SECTION, METAL	EACH	1	\$ 600.	\$ 600.
51	24" FLARED END SECTION, METAL	EACH	1	\$ 700.	\$ 700.
52	24" WATERMAN F-25 MEDIUM DUTY FLAP GATE, OR EQUIVALENT	EACH	1	\$ 18000.	\$ 18000.
53	TRENCH BACKFILL, SPECIAL	CU YD	1,000	\$ 60.	\$ 60000.
54	EXISTING DRAIN TILE REPAIR	EACH	5	\$ 1000.	\$ 5000.
55	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	500	\$ 60.	\$ 30000.
56	CONCRETE CURB AND GUTTER, B6.12	FOOT	100	\$ 40.	\$ 4000.
57	PCC SIDEWALK, 5" SPECIAL	SQ FT	400	\$ 20.	\$ 8000.
58	VEGETATED ROCK TOE	TON	350	\$ 200.	\$ 70000.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
59	RR-3	TON	150	\$ 150.	\$ 22500.
60	RR-4	TON	80	\$ 150.	\$ 12000.
61	NATIVE PLANT PLUGS	EACH	30,000	\$ 15.	\$ 450000.
62	FABRIC ENCAPSULATED SOIL LIFT	SQ FT	584	\$ 20.	\$ 11680.
63	EROSION CONTROL BLANKET, S150 BN	SQ YD	3,000	\$ 4.	\$ 12000.
64	PERMANENT SEEDING, NATIVE	ACRE	10	\$ 10000.	\$ 100000.
65	SEEDING, IDOT CLASS I	ACRE	5	\$ 6000.	\$ 30000.
66	SEEDING, IDOT CLASS 2A	ACRE	5	\$ 6000.	\$ 30000.
67	TOPSOIL, FURNISH AND PLACE, 6"	SQ YD	1,023	\$ 8.	\$ 8184.
68	LANDSCAPE ALLOWANCE	LSUM	1	\$25,000.00	\$25,000.00
69	NATIVE TREE	EACH	40	\$ 800.	\$ 32000.
70	NATIVE SHRUB	EACH	100	\$ 160.	\$ 16000.
71	COIR LOG	FOOT	50	\$ 30.	\$ 1500.
72	STONE OUTCROPPING	SQ FT	80	\$ 100.	\$ 8000.
73	AS BUILT DRAWINGS	EACH	5	\$ 5000.	\$ 25000.
74	RESTORATION MONITORING AND REPORTING	YEAR	9	\$ 7500.	\$ 67500.
75	ECOLOGICAL MANAGEMENT	YEAR	9	\$ 7500.	\$ 67500.
76	REMOVAL AND DISPOSAL OF MISCELLANEOUS OBJECTS	SQ YD	450	\$ 10.	\$ 4500.
77	TEMPORARY COFFERDAM, OF TYPE SPECIFIED	EACH	2	\$ 10000.	\$ 20000.
78	NON-WOVEN FILTER FABRIC	SQ YD	200	\$ 5.	\$ 1000.
TOTAL BASE BID					\$ 2172744. ⁰⁰
CONTINGENCY					\$ 100,000.00
GRAND TOTAL					\$ 2,272,744. ⁰⁰

THE COUNTY OF DUPAGE
ON-CALL CONSTRUCTION 22-102-SWM
PAGE 42 of 55

A TWO MILLION TWO HUNDRED AND SEVENTY-
TWO THOUSAND SEVEN HUNDRED AND
FOURTY-FOUR DOLLARS + NO/100 *

EARTHWORKS LAND IMPROVEMENT & DEVELOPMENT CORPORATION.



AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Earthwerks Land Improvement and Development Corporation, located at 2111 Ogden Avenue Lisle, IL 60532, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-102-SWM which became effective on 11/08/2022 and which will expire 11/30/2024. The contract is subject to a first of two options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 11/30/2025.

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

CONTRACTOR

THE COUNTY OF DUPAGE

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

PRINTED TITLE

PRINTED TITLE

DATE

DATE



[Redacted Signature]

DAN DAVIES

President

11-3-2023

[Redacted Signature]

Nickon Etminan

Buyer II



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: Oct 10, 2023

Bid/Contract/PO #: 22-102-SWM

Company Name: EarthWerks Land Imp & Dev Corporation	Company Contact: Dan Davies
Contact Phone: 630-482-2341	Contact Email: LDAVIES@earthwerksinc.com

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

- 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

- 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

Dan Davies

Title

President

Date

Oct 10, 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

File #: SM-P-0071-23

Agenda Date: 11/7/2023

Agenda #: 9.J

AWARDING RESOLUTION
ISSUED TO WATER WELL SOLUTIONS ILLINOIS DIVISION LLC.
FOR WELL CLEANING AT THE WOOD DALE-ITASCA RESERVOIR
(CONTRACT AMOUNT \$151,190.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Stormwater Management Committee recommends County Board approval for the issuance of a contract to Water Well Solutions Illinois Division LLC to furnish all equipment, labor, material, tools and supervision necessary for Well Cleaning at the Wood Dale-Itasca Flood Control Facility.

NOW, THEREFORE, BE IT RESOLVED that County Contract, covering said, to furnish all equipment, labor, material, tools and supervision necessary for Well Cleaning at the Wood Dale-Itasca Flood Control Facility, for Stormwater Management, be and it is hereby approved for issuance of a contract purchase order by the Procurement Division, to Water Well Solutions Illinois Division LLC, 825 E. North Street, Elburn, IL 60119 for the total contract amount not to exceed \$151,190.00 per lowest responsible Bid # 22-110-SWM, first option to renew.

Enacted and approved this 14th day of November, 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#: 23-3343	RFP, BID, QUOTE OR RENEWAL #: 22-110-SWM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$151,190.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$453,570.00
	CURRENT TERM TOTAL COST: \$151,190.00	MAX LENGTH WITH ALL RENEWALS: THREE YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Water Well Solutions	VENDOR #: 12848	DEPT: Stormwater Management	DEPT CONTACT NAME: Avery Mumm
VENDOR CONTACT: Todd Kerry	VENDOR CONTACT PHONE: 630-201-0749	DEPT CONTACT PHONE #: 630-407-6718	DEPT CONTACT EMAIL: avery.mumm@dupageco.org
VENDOR CONTACT EMAIL: todd.kerry@wwssg.com	VENDOR WEBSITE: www.wwssg.com	DEPT REQ #: 1600-2328	
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.). \$151,190 - First Renewal. The Wood Dale Itasca Reservoir is a flood control facility that contains 3 groundwater wells that periodically need to be inspected and cleaned. The wells also contain existing pumps that need to be pulled, inspected and repaired if necessary. A low bid contractor has been selected to perform this work.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Bid# 22-110-SWM. This procurement is necessary to ensure the 3 groundwater wells and pumps remain in working condition. The objectives are to clean the 3 groundwater wells periodically and to pull, inspect and repair pumps as needed.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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. Decision Memo Not Required
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

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

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Water Well Solutions	Vendor#: 12848	Dept: Stormwater Management	Division:
Attn: Todd Kerry	Email: todd.kerry@wwsg.com	Attn: Avery Mumm	Email: avery.mumm@dupageco.org
Address: 825 E. North Street	City: Elburn	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60119	State: IL	Zip: 60187
Phone: 630-201-0749	Fax:	Phone: 630-407-6718	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): December 1, 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		Inspection, maintenance, and repair of groundwater wells at Wood Dale Itasca Reservoir Flood Control Facility	FY24	1600	3000	53090		151,190.00	151,190.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 151,190.00

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

CONTRACT 22-110-SWM BETWEEN WATER WELL SOLUTIONS
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this 30TH day of December, 2022, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and WATER WELL SOLUTIONS., licensed to do business in the State of Illinois, located at 825 E North St. Elburn, IL 60119 (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Bid 22-110-SWM for DuPage Stormwater Management Department, located at the DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:

- 1.1.a Project Information
- 1.1.b Instructions to Bidders
- 1.1.c General Conditions
- 1.1.d Special Conditions
- 1.1.e Insurance/Bonding Requirements and Certificates
- 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
- 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
- 1.1.h Exhibits
- 1.1.i County Purchase Order

1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.

1.3 In the event of a conflict between any of the above documents, the document control from top to bottom, i.e., "a" control over "b".

2.0 DURATION OF THIS CONTRACT

- 2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a one (1) year period beginning on 12/13/2022 and continuing through 11/30/2023.
- 2.2 The Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus renewals exceed four (4) years.

3.0 TERMINATION

- 3.1 Except as otherwise set forth in this AGREEMENT, County shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.
- 3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
- 3.3 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, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

- 4.0 BID PRICES AND PAYMENT
- 4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.
- 4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.
- 5.0 AMENDMENTS
- 5.1 This Contract may be amended by agreement of both parties.
- 5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.
- 6.0 CONTRACT ENFORCEMENT – ATTORNEY’S FEES
- 6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney’s fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
- 7.0 SEVERABILITY CLAUSE
- 7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court’s determination shall not affect the validity or enforceability of the remaining portions of this Contract.
- 8.0 GOVERNING LAW
- 8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.
- 9.0 ENTIRE AGREEMENT
- 9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.
- 9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

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

THE COUNTY OF DUPAGE, ILLINOIS

CONTRACTOR

By: 

By: 

SIGNATURE

SIGNATURE

Jeff Martynowicz
Mary Catherine Wells

Todd Kerry

PRINTED NAME

PRINTED NAME

Chief Financial Officer
Acting Chief Procurement Officer

Vice President

PRINTED TITLE

PRINTED TITLE

10/5/23

October 4, 2023

DATE

DATE



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
WELL CLEANING 22-110-SWM
BID TABULATION



					WATER WELL SOLUTIONS
BASE BID					
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	INSPECT/ CLEAN WELL	EA	3	\$ 5,125.00	\$ 15,375.00
2	INSPECT WELL	EA	3	\$ 24,750.00	\$ 74,250.00
3	PULL, INSPECT & CLEAN PUMP	EA	3	\$ 800.00	\$ 2,400.00
4	PUMP REPAIR/REPLACEMENT ALLOWANCE	L SUM	1	\$ 5,500.00	\$ 5,500.00
ITEMS ORDERED BY ENGINEER					
1	4" GALVANIZED COLUMN PIPE WITH COUPLINGS	FT	330	\$ 32.00	\$ 10,560.00
2	4" STAINLESS STEEL PIPE WITH COUPLINGS	FT	330	\$ 90.00	\$ 29,700.00
3	1/8" PLASTIC AIR LINE	FT	330	\$ 1.50	\$ 495.00
4	4" CHECK VALVES	EA	3	\$ 695.00	\$ 2,085.00
5	FLAT JACKETED POWER CABLE	FT	330	\$ 2.50	\$ 825.00
CONTINGENCY					\$ 10,000.00
GRAND TOTAL					\$ 151,190.00

NOTES

Bid Opening 10/17/22 @ 2:30 PM	NE, VC
Invitations Sent	10
Total Vendors Requesting Documents	3
Total Bid Responses	1

SECTION 8 - BID FORM PRICING

BASE BID					
NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	INSPECT/ CLEAN WELL	EA	3	\$ 5,125	\$ 15,375
2	INSPECT WELL	EA	3	\$ 24,750	\$ 74,250
3	PULL, INSPECT & CLEAN PUMP	EA	3	\$ 800	\$ 2,400
4	PUMP REPAIR/REPLACEMENT ALLOWANCE	L SUM	1	\$5,500.00	\$5,500.00
BASE BID TOTAL					\$ 97,525
ITEMS ORDERED BY ENGINEER					
NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	4" GALVANIZED COLUMN PIPE WITH COUPLINGS	FT	330	\$ 32	\$ 10,560
2	4" STAINLESS STEEL PIPE WITH COUPLINGS	FT	330	\$ 90	\$ 29,700
3	1/8" PLASTIC AIR LINE	FT	330	\$ 1.50	\$ 495
4	4" CHECK VALVES	EA	3	\$ 695	\$ 2,085
5	FLAT JACKETED POWER CABLE	FT	330	\$ 2.50	\$ 825
IOBE TOTAL					\$ 43,665
CONTINGENCY					\$ 10,000.00
INCLUDES BASE BID & CONTINGENCY GRAND TOTAL					\$ 151,190

SECTION 9 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X

[Redacted Signature]

Vice President

(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 14th day of October AD, 2022

[Redacted Signature]
(Notary Public)

My Commission Expires: 12/10/23

OFFICIAL SEAL
NANETTE S ECKLEY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 12/10/23

SEAL



AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Water Well Solutions. located at 825 E North St. Elburn, IL 60119, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-110-SWM which became effective on 12/13/2022 and which will expire 11/30/2023. The contract is subject to a first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 11/30/2024.

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

CONTRACTOR

[REDACTED]

SIGNATURE

Todd E. Kerry

PRINTED NAME

Vice President

PRINTED TITLE

11/01/23

DATE

THE COUNTY OF DUPAGE

SIGNATURE

Nickon Etminan

PRINTED NAME

Buyer II

PRINTED TITLE

DATE



Required Vendor Ethics Disclosure Statement

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

Date: Oct 10, 2023

Bid/Contract/PO #: _____

Company Name: Water Well Solutions Illinois, LLC	Company Contact: Todd E. Kerry
Contact Phone: (630) 201-0749	Contact Email: todd.kerry@wwssg.com

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

- 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

- 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

Todd E. Kerry

Title

Vice President

Date

Oct 10, 2023

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



File #: SM-P-0065-23

Agenda Date: 11/7/2023

Agenda #: 9.K

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

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

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to plan for the management of the COUNTY's waste and recycling stream pursuant to the Solid Waste Planning and Recycling Act (415 ILCS 15/1, et seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes stream maintenance, erosion control, and enhancing water quality as an integral part of the proper management of storm and flood waters and has adopted the DuPage County Solid Waste Management Plan that emphasizes the importance of waste reduction, recycling, and education; and

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

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

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

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

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional water quality, waste reduction, waste reuse and recycling education services and is willing to perform the required services for an amount not to exceed two hundred and thirty-five thousand dollars and 0/100 (\$235,000.00); and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and SCARCE is hereby accepted and approved, and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT, by and through the Stormwater Management Department, to SCARCE, 800 S. Rohlwing Rd, Addison, Illinois 60101; and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 14 day of November, 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#: 23-3450	RFP, BID, QUOTE OR RENEWAL #: 23-114-SWM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$235,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$235,000.00
	CURRENT TERM TOTAL COST: \$235,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: SCARCE	VENDOR #: 10922	DEPT: Stormwater Management	DEPT CONTACT NAME: Raul Galvan
VENDOR CONTACT: Kay McKeen	VENDOR CONTACT PHONE: 630.545.9710	DEPT CONTACT PHONE #: 630.407.6706	DEPT CONTACT EMAIL: raul.galvan@dupageco.org
VENDOR CONTACT EMAIL: scrapkay@aol.com	VENDOR WEBSITE: www.scarce.org	DEPT REQ #: 1600-2333	
Overview			
<p>DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The contract will include student and teacher workshops; water-based workshops; a sustainable design challenge for students; community events, presentations and programs; water quality flag and sustainability flag programs; a storm drain medallion program; e-learning; and resources for public use pertaining to water quality, stormwater management, recycling, renewable energy, composting, and waste reduction.</p> <p>JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished. The professional education contract with SCARCE will help DuPage County meet the requirements of the Public Education & Outreach and Public Involvement/Participation Minimum Control Measures set forth by the EPA's National Pollutant Discharge Elimination System (NPDES) Permit No. ILR40 for discharges from Municipal Separate Storm Sewer Systems (MS4s). The contract will also help DuPage County achieve the goals of the County's Solid Waste Management Plan and Cool DuPage Initiative.</p>			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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

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

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: SCARCE	Vendor#: 10922	Dept: Stormwater Management	Division:
Attn: Kay McKeen	Email: scrapkay@aol.com	Attn: Raul Galvan	Email: raul.galvan@dupageco.org
Address: 0N374 Papworth St.	City: Wheaton	Address: 421 N. County Farm Rd	City: Wheaton
State: IL	Zip: 60187	State: IL	Zip: 60187
Phone: 630.545.9710	Fax:	Phone: 630.407.6706	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SCARCE	Vendor#: 10922	Dept: Stormwater Management	Division:
Attn: Kay McKeen	Email: scrapkay@aol.com	Attn: Raul Galvan	Email: raul.galvan@dupageco.org
Address: 0N374 Papworth St.	City: Wheaton	Address: 421 N. County Farm Rd	City: Wheaton
State: IL	Zip: 60187	State: IL	Zip: 60187
Phone: 630.545.9710	Fax:	Phone: 630.407.6706	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 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		Water Quality Education	FY24	1600	3000	53090		85,000.00	85,000.00
2	1	EA		Environmental Education Services	FY24	1100	2820	53830		150,000.00	150,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 235,000.00

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 SCHOOL AND COMMUNITY ASSISTANCE FOR RECYCLING AND
COMPOSTING EDUCATION (SCARCE)
FOR PROFESSIONAL EDUCATION SERVICES

This Professional Service Agreement (“AGREEMENT”), is made this 1st day of December, 2023 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and SCARCE, a nonprofit organization licensed to do business in the State of Illinois, with offices at 800 S. Rohlwing Rd, Addison, Illinois 60101; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

R E C I T A L S

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

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to plan for the management of the COUNTY’s waste and recycling stream pursuant to the Solid Waste Planning and Recycling Act (415 ILCS 15/1, et seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes stream maintenance, erosion control, and enhancing water quality as an integral part of the proper management of storm and flood waters and has adopted the DuPage County Solid Waste Management Plan that emphasizes the importance of waste reduction, recycling, and education; and

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

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

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

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

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional water quality, waste reduction, waste reuse and recycling education services and is willing to perform the required services for an amount not to exceed two hundred and thirty-five thousand dollars and 0/100 (\$235,000.00); and

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

1.0 INCORPORATION AND CONSTRUCTION.

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

2.0 SCOPE OF SERVICES.

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

- 2.4 Any work, assignments or services to be performed by professionals under this AGREEMENT shall be performed and, or, supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

3.0 NOTICE TO PROCEED.

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

4.0 TECHNICAL SUBCONSULTANTS AND VENDORS.

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

the performance of any work or activity in connection to this AGREEMENT to agree and covenant to indemnify, and hold harmless the COUNTY (and the COUNTY'S officials, officers, employees, and agents) to the same extent the CONSULTANT is required to do so pursuant to Section 9.0 of this AGREEMENT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in the Scope of Work, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by 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 two hundred and thirty-five thousand dollars and 0/100 (\$235,000.00). 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 The CONSULTANT shall invoice the COUNTY and the COUNTY shall pay the CONSULTANT equal monthly payments of nineteen thousand five hundred and eighty-three dollars and 33/100 (19,583.33) upon presentation of an invoice and documentation set forth in Exhibit B – Deliverables which indicates that a portion of work has satisfactorily been completed. The COUNTY reserves the right to withhold the final monthly payment equal to nineteen thousand five hundred and eighty-three dollars and 33/100 (\$19,583.33) to ensure completion of all tasks referenced in the Scope of Services.
- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit "A". For direct expenses, including supplies, materials, photocopying, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.
- 7.4.a For all direct expenses costing more than \$25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the CONSULTANT's vendors indicating the price(s) paid by CONSULTANT for such expensed materials and/or items.
- 7.5 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. When requested by the COUNTY as a condition of Federal or State assistance and, or, reimbursement, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced work. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

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

8.0 CONSULTANT'S INSURANCE

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

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

8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and five-hundred thousand dollars (\$500,000.00) each employee/disease.

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

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

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has

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

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

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

9.0 INDEMNIFICATION

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

10.0 SATISFACTORY PERFORMANCE

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

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

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

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

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS.

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

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

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

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

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

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

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

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

- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.
- 13.6 In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2), the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 et seq.); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self -certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY's award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at <https://mwv.dupageco.org/>).

14.0 MODIFICATION OR AMENDMENT.

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

15.0 TERM OF THIS AGREEMENT.

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

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

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

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

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

23.0 FORCE MAJEURE.

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

24.0 QUALIFICATIONS

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

24.2 [Reserved]

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

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

25.0 ACCESS TO PROPERTY.

- 25.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access to property for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon CONSULTANT'S request, proof of COUNTY'S permission, or legal authority, to enter onto the property of a third party.
- 25.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

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

COUNTY OF DUPAGE

SCARCE

BY: _____
DEBORAH A. CONROY
CHAIR

BY: _____
KAY MCKEEN
PRESIDENT

ATTEST:

ATTEST:

BY: _____
JEAN KACZMAREK, COUNTY CLERK

BY: _____
NAME:
TITLE:

EXHIBIT A

SCOPE OF WORK

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

Programs provided by the CONSULTANT should be tailored to cover each of the following FOCUS AREAS, unless otherwise specified:

- Water Quality
- Waste Reduction
- Composting & Gardens
- Recycling & Solid Waste Management
- Renewable Energy & Energy Efficiency
- Environmental Benefits of Local Consumerism

TEACHER/STUDENT PROGRAMS:

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

Task 1: Hold Watershed and Groundwater Flow Model Workshops – these workshops can be held at CONSULTANTS's site, at schools and/or virtually/e-learning.

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

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

Task 4: Hold one (1) full day “Attainable Sustainable 2” teacher workshop. This full day workshop will be held to educate teachers about the science behind green building. The workshop will showcase green roofs, permeable pavement, native plants, rain barrels, silt fences, bio-swales, recycled content products, energy conservation, underground water storage and much more. Workshop may take place in person virtually, through e-learning and/or a hybrid.

Task 5: Provide teacher workshops or participate in scheduled in-service workshops (in person and/or virtually), educating on waste reduction, recycling, composting, gardening, renewable energy, energy efficiency and buying local.

Task 6: Further develop and hold the 18th annual “High School Sustainable Design Challenge” to be held in the County Administration Building. Meetings will be held with sponsoring teachers, architects and industry representatives. The focus of these green and sustainable designs will be best management practices for stormwater management including green roofs, permeable parking surfaces, bio-swales and native plants. Costs for awards may be allowed as direct expenses. Event may take place in person virtually, through e-learning and/or a hybrid.

Task 7: Provide online learning specifically for educators, as well as e-learning resources for students through various channels including but not limited to newsletters, website, blog posts and social media posting for the FOCUS AREAS listed above.

Task 8: CONSULTANT will provide hands-on interactive student environmental education programs and/or assemblies using STEM/STEAM guidelines in the aforementioned Focus Areas (in person and/or virtually or through e-learning). CONSULTANT will endeavor to reach students, including home school students and schools that have not been previously provided with COUNTY funded environmental education services.

COMMUNITY OUTREACH PROGRAMS:

Task 9: CONSULTANT will provide support, as needed, to DuPage communities hosting recycling events. COUNTY support should be mentioned on all advertisements/publications.

Task 10: Sponsoring informational booths at community events. The CONSULTANT will bring the watershed model, groundwater flow model, green vegetative roof or other water quality education and information. Programs may be achieved in person virtually, through e-learning and/or a hybrid.

Task 11: Engaging in community programs for youth, college, or civic groups focusing on stormwater management and water quality problems and solutions. Topics for these water quality educational activity programs include rain gardens, rain barrels, permeable pavers, green roofs, water quality and quantity, native plants, Green Building site tours, watershed model, groundwater flow model, bioswales, phosphates, watershed, hazardous waste, green cleaning, chloride reduction, fundraising car wash activities and improvements and other Best Management Practices (BMP) for stormwater. Programs may be achieved in person virtually, through e-learning and/or a hybrid.

Task 12: CONSULTANT will coordinate other community outreach programs, including, but not limited to, library outreach, storm drain medallions and oil disposal

education programs. Program may be achieved in person virtually, through e-learning and/or a hybrid, as well as independent coordination.

RECOGNITION PROGRAMS:

Task 13: Coordinate the Water Quality Flag program for students and community groups. CONSULTANT will provide water quality and stormwater management education. Recipients will create community and public service items relating to water quality. Costs for supplies ordered for this program are allowed as direct expenses. Program may be achieved in person, virtually, through e-learning and/or a hybrid.

Task 14: CONSULTANT will continue to develop the existing recognition program for businesses and schools that achieve significant accomplishments in waste reduction, increased recycling and energy efficiency. Eligible business entities should have completed an energy efficiency project that supports Cool DuPage.

Task 15: CONSULTANT will provide detailed metrics to the COUNTY prior to issuing recognition in either program. CONSULTANT will provide COUNTY with all pertinent contact information for participating organizations.

SUPPORT SERVICES - RESOURCE ROOM, SUPPLIES, AND COORDINATION:

Task 16: Stock and maintain a supply of brochures, pamphlets, activity booklets and posters in the Environmental Resource Room (concerning such topics as watershed, stormwater, soil erosion and BMP solutions for water quality issues) for the use of residents, teachers and local businesses. Online resources may also be available.

Task 17: Maintain and restock the loaner groundwater flow and watershed models for the use of teachers as well as an ongoing display at CONSULTANT'S facility and online.

Task 18: Social media posts that are completed pursuant to this Scope of Work, shall tag either @Cool DuPage on Twitter and Facebook or @DuPageSWM on Facebook and Instagram.

Task 19: Promote the use and availability of water quality and sustainability videos to teachers and community groups, both in person and virtually and/or through e-learning.

Task 20: Schedule the loaner models and media materials and replace as needed.

Task 21: Answer phone call questions and emails regarding watershed issues, native plants, green roofs, permeable pavements, rain barrels and composting.

Task 22: Purchase supplies for above tasks including CDs, DVDs, resource materials, student awards, publications, accessory supplies for the tours and models, online and virtual/e-learning needs and office supplies.

Task 23: CONSULTANT shall distribute COUNTY flyers, announce COUNTY events and programs in newsletters and on social media platforms with appropriate links to the DuPage County website and tags back to @Cool DuPage, @DuPageSWM or if directed, @DuPageCounty.

Task 24: Assist the COUNTY in the promotion of programs and environmental issues highlighted in the Ripples newsletter, Green Bulletin, Regional Office of Education, Chambers of Commerce and newspapers.

EXHIBIT B

DELIVERABLES

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

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



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: Oct. 25, 2023

Bid/Contract/PO #: _____

Company Name: SCARCE	Company Contact: Kay McKeen, Founder and Executive Director
Contact Phone: 630-545-9710	Contact Email: kay@scarce.org

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

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

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

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

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

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

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

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

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

If information changes, within five (5) days of change, or prior to county action, whichever is sooner
30 days prior to the optional renewal of any contract

Annual disclosure for multi-year contracts on the anniversary of said contract

With any request for change order except those issued by the county for administrative adjustments

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

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

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

Authorized Signature

Printed Name

Kay McKeen,

Title

Founder and Executive Director

Date

October 25, 2023

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



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0066-23

Agenda Date: 11/7/2023

Agenda #: 9.L

JOINT FUNDING AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND UNITED STATES DEPARTMENT OF THE INTERIOR - U.S. GEOLOGICAL SURVEY FOR WATER RESOURCES INVESTIGATIONS

WHEREAS, the County of DuPage ("COUNTY") and the United States Department of the Interior Geological Survey ("USGS") are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as provided for in 5 ILCS 220/1 et. seq., as authorized by Section 10, Article 7 of the 1970 Constitution of the State of Illinois; and

WHEREAS, the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act encourage and provides for public agencies to cooperate and enter into agreements for their mutual benefits; and

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to enact and adopt stormwater plans and programs and to enter into agreements for the purposes of implementing such stormwater plans and programs (55 ILCS 5/5-1062.3 and 5/15001, et seq.; and

WHEREAS, the COUNTY needs to collect rainfall, flood discharge and elevation data to calibrate the hydrologic and hydraulic models for use in the Stormwater Management Program including watershed planning, floodplain mapping and project analysis; and

WHEREAS, the COUNTY in association with the USGS has developed a real-time flood simulation and warning system for Salt Creek and the East and West Branches of the DuPage River which require continued maintenance, updates and simulation; and

WHEREAS, the COUNTY has developed a forecasting and operation plan to maximize the flood damage reduction of existing stormwater projects on Salt Creek and the West Branch DuPage River and requires field verification, optimization, and enhancements of the computer program; and

WHEREAS, it is in the County's best interest to develop a procedure to disseminate, transfer, and analyze rainfall/flood forecast data and other critical stormwater information using the World Wide Web; and

WHEREAS, the COUNTY established a cooperative program for this purpose with the USGS in 1985, which program is continued annually; and

WHEREAS, the USGS, the source of cooperative funding for this undertaking, has submitted a joint funding agreement for continuation of this program. For the period of December 1, 2023 through November 30, 2024, the USGS shall contribute \$167,600 and the COUNTY shall contribute \$373,000; and

NOW, THEREFORE, BE IT RESOLVED, the Stormwater Management Planning Committee of the DuPage County Board has reviewed and approved the attached agreement.

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit electronic copies of this Resolution and a recorded copy of the attached AGREEMENT to the DuPage County Stormwater Management Department and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 14 day of November, 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

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-3458	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$373,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$373,000.00
	CURRENT TERM TOTAL COST: \$373,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: United States Geological Survey	VENDOR #: 10896	DEPT: Stormwater Management	DEPT CONTACT NAME: Chris Vonnahme
VENDOR CONTACT: Terry Ortel	VENDOR CONTACT PHONE: 217-328-9756	DEPT CONTACT PHONE #: 630-407-6712	DEPT CONTACT EMAIL: chris.vonnahme@dupagecounty.gov
VENDOR CONTACT EMAIL: tortel@usgs.gov	VENDOR WEBSITE:	DEPT REQ #: 1600-2334	

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.). A Joint Funding Agreement (JFA) with the United States Geological Survey (USGS) is required for the advancement of our Stormwater Management Program for an amount not to exceed \$373,000. The USGS will provide the following services as part of this JFA: 1) Maintain an existing USGS - DuPage County cooperative gage network of ten stream gages, three continuous stage gages, 31 precipitation gages, and one webcam. 2) Refinement of furnished hydrologic and hydraulic models for running in a near real-time continuous simulation system. 3) Update and enhance processes for real-time data acquisition, conversion and filling of missing data from multiple agencies for input to hydrologic and hydraulic models and to verify model results. 4) Support for FEQ and FEQUTL, and support for HSPF recalibration processes. 5) Develop, update, and maintain web pages for custom data display.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
This Joint Funding Agreement is necessary to operate and maintain a stream flow and rainfall gage network in DuPage County as well as providing other related tasks and data which are essential in implementing and maintaining our Stormwater Management Program.

SECTION 2: DECISION MEMO REQUIREMENTS

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

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

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

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. This Joint Funding Agreement is a cooperative agreement with a federal agency to provide services essential to the implementation of our stormwater management program.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). Staff recommends approval of the attached Joint Funding Agreement with the USGS to provide the above listed services from December 1, 2023 to November 30, 2024 for an amount not to exceed \$373,000. The USGS will contribute \$167,600 in cost sharing money through this federal cooperative program. At this time there are no other federal, state or local governments that could provide these services for this amount or within this time frame.

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

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: United States Geological Survey	Vendor#: 10896	Dept: Stormwater Management	Division:
Attn: Terry Ortel	Email: tortel@usgs.gov	Attn: Chris Vonnahme	Email: chris.vonnahme@dupagecounty.gov
Address: 405 N. Goodwin Avenue	City: Urbana	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 61801	State: IL	Zip: 60187
Phone: 217-328-9756	Fax: 217-328-9770	Phone: 630-407-6712	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: United States Geological Survey	Vendor#: 10896	Dept: Stormwater Management	Division:
Attn: Terry Ortel	Email: tortel@usgs.gov	Attn: Chris Vonnahme	Email: chris.vonnahme@dupagecounty.gov
Address: 405 N. Goodwin Avenue	City: Urbana	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 61801	State: IL	Zip: 60187
Phone: 217-328-9756	Fax: 217-328-9770	Phone: 630-407-6712	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 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		Joint Funding Agreement for Water Resource Investigations	FY24	1600	3000	53010		373,000.00	373,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 373,000.00

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



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

CENTRAL MIDWEST WATER SCIENCE CENTER

MISSOURI

ILLINOIS

IOWA

1400 Independence Rd. MS100
Rolla, MO 65401

405 N. Goodwin Ave.
Urbana, IL 61801

400 S. Clinton St. Rm 269
Iowa City, IA 52240

October 20, 2023

Mr. Chris Vonnahme, P.E., CFM
Deputy Director
DuPage County Stormwater Management
421 North County Farm Road
Wheaton, IL 60187

Dear Mr. Vonnahme:

Attached is our standard joint-funding agreement for Flood-Simulation System Support for Salt Creek, East Branch DuPage River, and West Branch DuPage River in DuPage County, Illinois, during the period December 1, 2023 through November 30, 2024 in the amount of \$373,000 from your agency. U.S. Geological Survey contributions for this agreement are \$167,600 for a combined total of \$540,600. Please sign and return to Amy K. Williams at akwilliams@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **December 1, 2023**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Terry Ortel by phone number (217) 328-9756 or email tortel@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Amy Williams at phone number (217) 328-9748 or email at akwilliams@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Kelly Warner
Deputy Director, Central Midwest WSC

Enclosure
24NEJFA007

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001312
Agreement #: 24NEJFA007
Project #: NE009KT
TIN #: 36-6006551

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the December 1, 2023, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the DuPage County Stormwater Management party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation **Flood-Simulation System Support for Salt Creek, East Branch DuPage River, and West Branch DuPage River in DuPage County, Illinois** herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00.

- (a) \$167,600 by the party of the first part during the period
December 1, 2023 to November 30, 2024
- (b) \$373,000 by the party of the second part during the period
December 1, 2023 to November 30, 2024
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0.00.

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000001312
Agreement #: 24NEJFA007
Project #: NE009KT
TIN #: 36-6006551

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Terry Ortel
Hydrologist
Address: 405 N. Goodwin Avenue
Urbana, IL 61801
Telephone: (217) 328-9756
Fax: (217) 328-9770
Email: tortel@usgs.gov

Customer Technical Point of Contact

Name: Chris Vonnahme, P.E., CFM
Deputy Director
Address: 421 North County Farm Road
Wheaton, IL 60187
Telephone: (630) 407-6712
Fax:
Email: chris.vonnahme@dupageco.org

USGS Billing Point of Contact

Name: Amy Williams
Budget Analyst
Address: 405 N. Goodwin Avenue
Urbana, IL 61801
Telephone: (217) 328-9748
Fax: (217) 328-9770
Email: akwilliams@usgs.gov

Customer Billing Point of Contact

Name: Nickon Etminan
Buyer II
Address: 421 N. County Farm Rd.
Wheaton, IL 60187
Telephone:
Fax:
Email: nickon.etminan@dupageco.org

U.S. Geological Survey
United States
Department of Interior

DuPage County Stormwater Management

Signature

By _____
Name: Kelly Warner
Title: Acting Director, Central Midwest WSC

Signatures

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

DuPage County Stormwater Management

Attachment for 24NEJFA007

2023-12-01 to 2024-11-30

SURFACE WATER

SITE Collection Description	FUNDS		
	USGS	COOP	TOTAL
05531015 SALT CREEK AT HIGGINS RD NR ELK GROVE VILLAGE, IL Stage, Continuous	\$1,881	\$4,049	\$5,930
05531175 SALT CREEK AT WOOD DALE, IL Stage, Continuous	\$1,881	\$4,049	\$5,930
05531300 SALT CREEK AT ELMHURST, IL Full Range Streamflow Station	\$4,928	\$10,572	\$15,500
05531410 SALT CREEK AT 22ND STREET AT OAK BROOK, IL Stage, Continuous	\$1,881	\$4,049	\$5,930
05533400 SAWMILL CREEK NEAR LEMONT, IL Full Range Streamflow Station	\$4,928	\$10,572	\$15,500
05539900 WEST BRANCH DU PAGE RIVER NEAR WEST CHICAGO, IL Full Range Streamflow Station	\$4,928	\$10,572	\$15,500
05540060 KRESS CREEK AT WEST CHICAGO, IL Full Range Streamflow Station	\$4,928	\$10,572	\$15,500
05540130 WEST BRANCH DU PAGE RIVER NEAR NAPERVILLE, IL Full Range Streamflow Station	\$4,928	\$10,572	\$15,500
05540160 EAST BRANCH DU PAGE RIVER NEAR DOWNERS GROVE, IL Full Range Streamflow Station	\$4,928	\$10,572	\$15,500
05540195 ST. JOSEPH CREEK AT ROUTE 34 AT LISLE, IL Full Range Streamflow Station	\$4,928	\$10,572	\$15,500
05540228 EAST BRANCH DUPAGE RIVER AT SHORT ST AT LISLE, IL Full Range Streamflow Station	\$4,928	\$10,572	\$15,500
05540250 EAST BRANCH DU PAGE RIVER AT BOLINGBROOK, IL Full Range Streamflow Station	\$4,928	\$10,572	\$15,500
05540275 SPRING BROOK AT 87TH STREET NEAR NAPERVILLE, IL Full Range Streamflow Station	\$4,928	\$10,572	\$15,500
Total:			\$54,923 \$117,867 \$172,790

CLIMATE

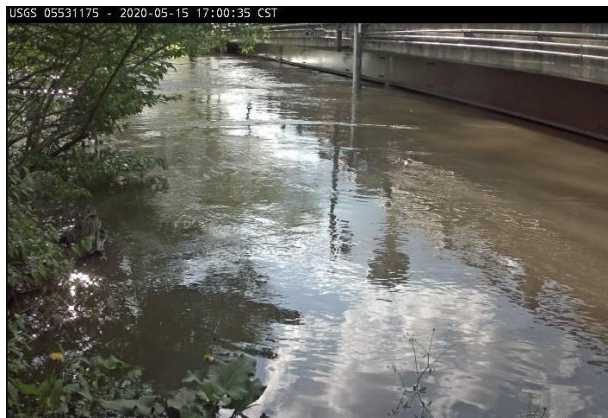
SITE Collection Description	FUNDS		
	USGS	COOP	TOTAL
05531300 SALT CREEK AT ELMHURST, IL Precipitation, Continuous	\$1,099	\$2,601	\$3,700
05531410 SALT CREEK AT 22ND STREET AT OAK BROOK, IL Precipitation, Continuous	\$1,099	\$2,601	\$3,700
05533400 SAWMILL CREEK NEAR LEMONT, IL Precipitation, Continuous	\$1,099	\$2,601	\$3,700

05540060 KRESS CREEK AT WEST CHICAGO, IL			
Precipitation, Continuous	\$1,099	\$2,601	\$3,700
05540130 WEST BRANCH DU PAGE RIVER NEAR NAPERVILLE, IL			
Precipitation, Continuous	\$1,099	\$2,601	\$3,700
414158088095600 SPRING BROOK WWTF NR NAPERVILLE, IL			
Precipitation, Continuous	\$1,099	\$2,601	\$3,700
414306088042100 BOLINGBROOK WWTF AT BOLINGBROOK, IL			
Precipitation, Continuous	\$1,099	\$2,601	\$3,700
414411087575000 MARIENBROOK WWTF AT DARIEN, IL			
Precipitation, Continuous	\$1,099	\$2,601	\$3,700
414430088035600 WOODRIDGE WWTF AT WOODRIDGE, IL			
Precipitation, Continuous	\$1,099	\$2,601	\$3,700
414613088091000 NAPERVILLE MUNICIPAL BUILDING AT NAPERVILLE, IL			
Precipitation, Continuous	\$1,099	\$2,601	\$3,700
414652088133800 NAPERVILLE TOWNSHIP HWY DIVISION AT NAPERVILLE, IL			
Precipitation, Continuous	\$1,099	\$2,601	\$3,700
414702088104801 RAIN GAGE AT NAPERVILLE, IL			
Precipitation, Continuous	\$1,099	\$2,601	\$3,700
414826088044501 RAIN GAGE AT LISLE, IL			
Precipitation, Continuous	\$1,099	\$2,601	\$3,700
414903088101701 RAIN GAGE AT WB DUPAGE RIVER AT WARRENVILLE, IL			
Precipitation, Continuous	\$1,099	\$2,601	\$3,700
415037087581700 OAK BROOK WELL AT OAK BROOK, IL			
Precipitation, Continuous	\$1,099	\$2,601	\$3,700
415125088045700 WHEATON SEWER DEPARTMENT AT WHEATON, IL			
Precipitation, Continuous	\$1,099	\$2,601	\$3,700
415131088143600 NATIONAL ACCELERATOR LAB NR WEST CHICAGO, IL			
Precipitation, Continuous	\$1,099	\$2,601	\$3,700
415300088054600 WHEATON WATER DEPARTMENT AT WHEATON, IL			
Precipitation, Continuous	\$1,099	\$2,601	\$3,700
415356087575000 ELMHURST QUARRY AT ELMHURST, IL			
Precipitation, Continuous	\$1,099	\$4,831	\$5,930
415423088081500 CAROL STREAM WWTF AT CAROL STREAM, IL			
Precipitation, Continuous	\$1,099	\$2,601	\$3,700
415457088150600 DUPAGE COUNTY AIRPORT NEAR ST CHARLES IL			
Precipitation, Continuous	\$1,099	\$2,601	\$3,700
415518087583000 ADDISON WWTF AT ADDISON, IL			
Precipitation, Continuous	\$1,099	\$2,601	\$3,700
415737088031100 SPRING CREEK RESERVOIR NEAR BLOOMINGDALE, IL			
Precipitation, Continuous	\$1,099	\$2,601	\$3,700
415755087525300 OHARE AIRPORT AT CHICAGO, IL			
Precipitation, Continuous	\$1,099	\$2,601	\$3,700
415801088095700 BARTLETT WWTF NEAR BARTLETT, IL			
Precipitation, Continuous	\$1,099	\$2,601	\$3,700
415817087591901 RAIN GAGE AT WOOD DALE, IL			
Precipitation, Continuous	\$1,099	\$2,601	\$3,700
420052088034200 SCHAUMBURG PUBLIC WORKS AT SCHAUMBURG, IL			
Precipitation, Continuous	\$1,099	\$2,601	\$3,700

420057088001700 BUSSE WOODS NEAR ELK GROVE VILLAGE, IL			
Precipitation, Continuous	\$1,099	\$2,601	\$3,700
420354088170500 ELGIN WATER TREATMENT FACILITY AT ELGIN, IL			
Precipitation, Continuous	\$1,099	\$2,601	\$3,700
420453088043200 RAIN GAGE AT HARPER COLLEGE AT PALATINE, IL			
Precipitation, Continuous	\$1,099	\$2,601	\$3,700
420745088025901 RAIN GAGE AT SUNDLING JR HS AT PALATINE, IL			
Precipitation, Continuous	\$1,099	\$2,601	\$3,700
<hr/>			
	Total: \$34,069		\$82,861 \$116,930
<hr/>			
GRAND TOTAL:			\$289,720

A PROPOSAL SUBMITTED TO:
County of DuPage, Stormwater Management Department

Flood-Simulation System Support for Salt Creek, East Branch DuPage River, and West Branch DuPage River in DuPage County, Illinois through November 2024



U.S. Geological Survey
Central Midwest Water Science Centers

USGS Contact: Terry Ortel, tortel@usgs.gov
Date: 09/22/2023

Flood-Simulation System Support for Salt Creek, East Branch DuPage River, and West Branch DuPage River in DuPage County, Illinois through November 2024

CENTRAL MIDWEST WATER SCIENCE CENTER

Summary

The Salt Creek, East Branch DuPage River, and West Branch DuPage River are small headwater watersheds in northeastern Illinois. A near real-time streamflow simulation system has been developed and is being tested and enhanced by the USGS Central Midwest Water Science Center (CMWSC) in cooperation with the DuPage County Stormwater Management Department (DPC-SMD) to evaluate different rainfall amounts and/or structure operation scenarios.

Background/Introduction

DuPage County, Illinois is highly urbanized and is one of five collar counties that border Chicago's Cook County in northeastern Illinois. The DuPage County Stormwater Management Department (DPC-SMD) selected continuous simulation and dynamic routing models for use in watershed analysis and floodplain mapping, instead of single-event steady-state models, so that the impacts of antecedent moisture on runoff volumes and peaks, non-uniform precipitation distributions, backwater, flood plain storage, and complex urban stream systems could be studied (County of DuPage, 2020). The County uses the Hydrologic Simulation Program – FORTRAN (HSPF) (U.S. Environmental Protection Agency, 2017) model for hydrologic modeling and the one-dimensional dynamic-wave model Full Equations (FEQ) (Franz, D.D., and Melching, C.S., 1997a) for hydraulic modeling and has developed models for the watersheds in the County.

The USGS CMWSC and DPC-SMD have continued a cooperative program that began in approximately 1985 to install and maintain a precipitation and streamflow gaging network. In 2022, the cooperative gaging network consisted of ten discharge sites (streamgages), two continuous stage sites, 29 tipping-bucket precipitation sites, and one Ott Pluvio precipitation gage site located throughout the county (fig 1). The DPC-SMD operates and maintains three

stage sites in the Salt Creek watershed at Irving Park Road, Elmhurst Quarry, and Harger Road; and one stage site in the West Branch DuPage River watershed at Fawell Dam.

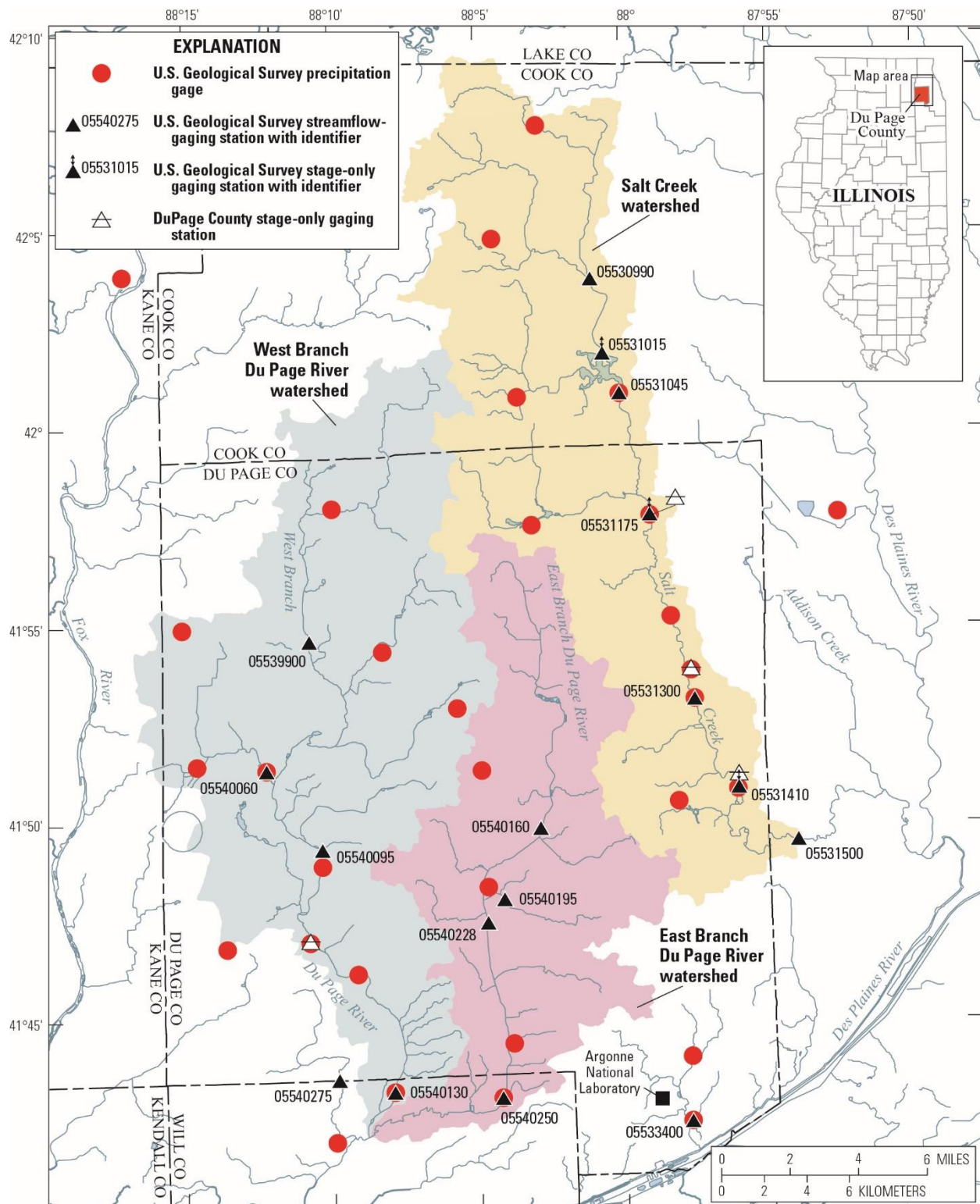


Figure 1. Salt Creek, East Branch DuPage River, and West Branch DuPage River watersheds in Northeastern, Illinois.

The USGS CMSWC in cooperation with DPC-SMD started development in approximately 1997 of a near real-time streamflow simulation system for the Salt Creek watershed to evaluate different rainfall amounts and/or hydraulic structure operation scenarios. The near real-time streamflow simulation system used existing HSPF and FEQ models furnished and used by DPC-SMD in watershed analysis and floodplain mapping studies. The models were modified for use in the simulation system, and programs were developed for retrieving and processing near real-time streamflow and precipitation data from the gaging network (Ortel and Martin, 2010; Bera, ScienceBase data releases), National Weather Service (NWS) Next Generation Radar (NEXRAD) Multisensor Precipitation Estimates (MPE) data (Bera and Ortel, 2018; Ortel and Spies, 2015), U.S. Department of Energy Argonne National Laboratory (ANL) meteorological data (Murphy, 2005; Murphy, 2006; Over and others, 2010; Bera, ScienceBase data releases), NWS precipitation and meteorological forecast data, and computation of potential evapotranspiration (PET) estimates (Murphy, 2005) using the retrieved meteorological data. The runoff time series generated by HSPF are input to the FEQ model for routing (Ishii and others, 1998). The GENeration and analysis of model simulation SCeNarios (GENSCN) module of the U.S. Environmental Protection Agency's Better Assessment Science Integrating Point and Non-point Sources (BASINS) (U.S. Environmental Protection Agency, 2017) system was utilized for data input, HSPF simulation, display of the meteorologic and hydrologic data, and for display and analysis of the observed and simulated stage and discharge hydrographs. The hydraulic model was also used to create a flood inundation map library for a 1.6 mile section of the Salt Creek (Soong and others, 2012).

The near real-time streamflow simulation system developed for the Salt Creek was applied to the West Branch DuPage River watershed in 2010 and the East Branch DuPage River watershed in 2018 by the USGS CMWSC in cooperation with the DPC-SMD. The Salt Creek watershed is 115 square miles to the downstream streamgage 05531500 (Salt Creek at Western Springs, IL) and contains several offline flood-control reservoirs whose operations can be optimized by using accurate estimates of the timing and elevation of flood peaks. The West Branch DuPage River watershed is 123 square miles to the downstream streamgage 05540130 (West Branch Du Page River near Naperville, IL) and contains one operable in-line dam. The East Branch DuPage River is 75.8 square miles to the downstream streamgage 05540250 (East Branch Du Page River at Bolingbrooke, IL) and does not have flood-control structures to help reduce flood damages from major storm events.

The USGS CMSWC in cooperation with DPC-SMD has supported and documented the FEQ model (Franz and Melching, 1997a; Franz and Melching, 1997b), applied it in verification studies (Ishii and Turner, 1996; Turner and others, 1996), and developed utility software for data input and review (Ancalle and others, 2017; Ern and others, 2019) from approximately 1996 to present. As part of the flood simulation system development, an FEQ output file of computed water surface elevations and flows has been reformatted for input and display in HEC-RAS software (Brunner, 2016). HEC-RAS can be used with RAS Mapper to create inundation maps of the streamflow-simulation system water-surface profiles from the FEQ simulations.

Problem

The highly urbanized land use in DuPage County combined with extreme hydrologic events such as high intensity or long duration rainfall can produce flooding that is a risk to life and property. In August 1987, extreme rainfall in the Chicago area flooded thousands of homes along the Des Plaines River and Salt Creek resulting in \$78 million in damages and parts of Cook and DuPage Counties being declared disaster areas (McCoppin, 2007). Continued urban growth in DuPage County since 1987 and the construction of additional flood control structures and updated hydrologic and hydraulic models necessitates ongoing testing, updates, and enhancements for a near real-time flood simulation system that utilizes real-time and forecast data to evaluate forecast precipitation and hydraulic structure operation scenarios. Real-time precipitation and streamflow data are needed to monitor local conditions and for streamflow simulation. This will allow for the simulation results to be based on the most current conditions in the watershed using up-to-date hydrologic and hydraulic models.

Objectives and Scope

The USGS proposes to continue testing, updating, and enhancing flood-simulation systems for three watersheds in DuPage County according to the most current watershed conditions of Salt Creek, West Branch DuPage River, and East Branch DuPage River using updated hydrologic and hydraulic models and near real-time input data. The flood-simulation systems are comprised of furnished hydrologic (HSPF) and hydraulic (FEQ) models. The systems use real-time data from the USGS-DuPage County network streamgages, continuous stage gages, and precipitation gages. The system also utilizes NWS NEXRAD MPE precipitation data, NWS precipitation and meteorologic forecast data, and ANL meteorological data in the simulations. Furnished stream stage data at DuPage County gages are compared to simulation results.

Study objectives include:

1. Maintain an existing USGS-DuPage County cooperative gage network of ten streamgages, three continuous stage gages, 31 precipitation gages, and one co-located webcam.
2. Refinement of furnished hydrologic and hydraulic models for running in a near real-time continuous simulation system.
3. Update and enhance processes for real-time data acquisition, conversion, and filling of missing data from multiple agencies for input to hydrologic and hydraulic models and to verify model results.
4. Support for FEQ and FEQUTL, and support for HSPF recalibration processes.
5. Develop, update, and maintain web pages for custom data display.

Relevance and Benefits

The gage network and flood simulation system updates will allow DuPage County managers and decision makers to evaluate alternative scenarios of forecast precipitation amounts and/or hydraulic structure operations to better prepare and respond to flooding risks and potentially reduce stormwater damages. It will provide emergency responders with a tool to protect life and property, and emergency responders and public works will have better anticipation of road

closures, evacuation areas, routes of egress, and overall planning during flooding. U.S. Geological Survey water mission goals addressed by this study include addressing the anticipation and response to water-related emergencies (flooding), prediction of changes in the quantity of water resources in response to land use and management changes and contributing to the advancement of hydrologic monitoring networks and delivery of timely hydrologic data (Everson and others, 2013).

Approach

Five tasks will be completed to accomplish the objectives of this study. These tasks are: 1) network gage data collection and compilation, 2) model assessment and refinement, 3) near real-time scenario simulations, 4) hydraulic and hydrologic model updates and support, and 5) reporting. A general timeline for the completion of these tasks is provided in the Timeline and Budget section of this proposal.

Task 1: Network Gage Data Collection

The USGS and DuPage County will maintain a gage network consisting of ten streamgages, three continuous stage gages, and 31 precipitation gages (table 1). In 2024, the continuous stage gage and precipitation gage at Salt Creek at 22nd Street at Oak Brook, Illinois were added to this agreement. The gage data are critical for running forecast simulations in near real-time and for model calibration. The gage data are published according to USGS standards and provide water data for the nation. The USGS and DuPage County will maintain one webcam located at USGS streamgage 05531175, Salt Creek at Wood Dale, IL, to provide visual confirmation of stream stage at a critical location.

Station Number and Name	Gage Code
05531015 - SALT CREEK AT HIGGINS RD NR ELK GROVE VILLAGE, IL	STGCONT
05531175 - SALT CREEK AT WOOD DALE, IL	STGCONT
05531300 - SALT CREEK AT ELMHURST, IL	QCONT
05531300 - SALT CREEK AT ELMHURST, IL	PRECIPCONT
05531410 – SALT CREEK AT 22 ND STREET AT OAK BROOK, IL	STGCONT
05531410 – SALT CREEK AT 22 ND STREET AT OAK BROOK, IL	PRECIPCONT
05533400 - SAWMILL CREEK NEAR LEMONT, IL	QCONT
05533400 - SAWMILL CREEK NEAR LEMONT, IL	PRECIPCONT
05539900 - WEST BRANCH DU PAGE RIVER NEAR WEST CHICAGO, IL	QCONT
05540060 - KRESS CREEK AT WEST CHICAGO, IL	PRECIPCONT
05540060 - KRESS CREEK AT WEST CHICAGO, IL	QCONT
05540130 - WEST BRANCH DU PAGE RIVER NEAR NAPERVILLE, IL	QCONT
05540130 - WEST BRANCH DU PAGE RIVER NEAR NAPERVILLE, IL	PRECIPCONT
05540160 - EAST BRANCH DU PAGE RIVER NEAR DOWNERS GROVE, IL	QCONT
05540195 - ST. JOSEPH CREEK AT ROUTE 34 AT LISLE, IL	QCONT
05540228 – EAST BRANCH DU PAGE RIVER AT SHORT ST AT LISLE, IL	QCONT

05540250 - EAST BRANCH DU PAGE RIVER AT BOLINGBROOK, IL	QCONT
05540275 - SPRING BROOK AT 87TH STREET NEAR NAPERVILLE, IL	QCONT
414158088095600 - SPRING BROOK WWTF NR NAPERVILE, IL	PRECIPCONT
414306088042100 - BOLINGBROOK WWTF AT BOLINGBROOK, IL	PRECIPCONT
414411087575000 - MARIENBROOK WWTF AT DARIEN, IL	PRECIPCONT
414430088035600 - WOODRIDGE WWTF AT WOODRIDGE, IL	PRECIPCONT
414613088091000 - NAPERVILLE MUNICIPAL BUILDING AT NAPERVILLE, IL	PRECIPCONT
414652088133800 - NAPERVILLE TOWNSHIP HWY DIVISION AT NAPERVILLE, IL	PRECIPCONT
414702088104801 - RAIN GAGE AT NAPERVILLE, IL	PRECIPCONT
414826088044501 - RAIN GAGE AT LISLE, IL	PRECIPCONT
414903088101701 - RAIN GAGE AT WB DUPAGE RIVER AT WARRENVILLE, IL	PRECIPCONT
415037087581700 - OAK BROOK WELL AT OAK BROOK, IL	PRECIPCONT
415125088045700 - WHEATON SEWER DEPARTMENT AT WHEATON, IL	PRECIPCONT
415131088143600 - NATIONAL ACCELERATOR LAB NR WEST CHICAGO, IL	PRECIPCONT
415300088054600 - WHEATON WATER DEPARTMENT AT WHEATON, IL	PRECIPCONT
415356087575000 - ELMHURST QUARRY AT ELMHURST, IL	PRECIPCONT
415423088081500 - CAROL STREAM WWTF AT CAROL STREAM, IL	PRECIPCONT
415457088150600 - DUPAGE COUNTY AIRPORT NEAR ST CHARLES IL	PRECIPCONT
415518087583000 - ADDISON WWTF AT ADDISON, IL	PRECIPCONT
415737088031100 - SPRING CREEK RESERVOIR NEAR BLOOMINGDALE, IL	PRECIPCONT
415755087525300 - OHARE AIRPORT AT CHICAGO, IL	PRECIPCONT
415801088095700 - BARTLETT WWTF NEAR BARTLETT, IL	PRECIPCONT
415817087591901 - RAIN GAGE AT WOOD DALE, IL	PRECIPCONT
420052088034200 - SCHAUMBURG PUBLIC WORKS AT SCHAUMBURG, IL	PRECIPCONT
420057088001700 - BUSSE WOODS NEAR ELK GROVE VILLAGE, IL	PRECIPCONT
420354088170500 - ELGIN WATER TREATMENT FACILITY AT ELGIN, IL	PRECIPCONT
420453088043200 - RAIN GAGE AT HARPER COLLEGE AT PALATINE, IL	PRECIPCONT
420745088025901 - RAIN GAGE AT SUNDLING JR HS AT PALATINE, IL	PRECIPCONT

Table 1. Streamgages (QCONT), continuous stage gages (STGCONT), and precipitation gages (PRECIPCONT) in the USGS and the DuPage County – Stormwater Management Department cooperative program.

Task 2. Model Assessment and Refinement to Maintain Continuous Simulation

The hydrologic model continuous-simulation period spans multiple years; to reduce computer run times the hydrologic model initial conditions will be periodically moved forward in time to maintain a simulation time span of nine months or less. The start and end dates of the hydraulic model simulation will be moved forward in conjunction with the hydrologic model. The hydraulic model will be modified as needed by adding cross sections, changing baseflow, or changing the numerical solution parameters and/or coefficients to prevent numerical breakdowns during low flow periods or sudden changes in flow. The hydraulic model representations will be periodically reviewed to help determine causes for differences between simulated and observed

elevations and flows at streamgage sites. The hydraulic models will be updated to create output files that can be input to HEC-RAS and RASmapper for creating inundation surfaces.

Task 3. Conduct Near Real-Time Scenario Simulations

Programs to retrieve and process the near real-time data, run the hydrologic and hydraulic models, and create time-series graphs of the results at selected locations will be tested, updated, and enhanced. The USGS CMWSC will maintain a Local Data Manager (LDM) connection with the NWS to receive the NWS NEXRAD MPE data from the North Central River Forecast Center. Computer programs for processing DuPage County streamgage data and NWS NEXRAD MPE precipitation data will be maintained and updated as needed to process future changes in the retrieved data files. Separate scenario simulations will be run using precipitation gage data and NWS NEXRAD MPE data and the results compared between the two precipitation data sources. Hydraulic simulations using different upstream boundary conditions will be run and the results compared. The forecast simulation systems will be run daily using a scheduling program and the results will be reviewed two or more times per week by USGS CMWSC staff to check for data and simulation errors. Databases of the processed input data will be published according to USGS standards.

Task 4. Hydraulic and Hydrologic Model Support

Support for the FEQ (Franz, D.D., and Melching, C.S., 1997a) and FEQUTL (Franz, D.D., and Melching, C.S. 1997b) programs will be provided. Support provided will be limited in scope, for example answering questions on model application or providing existing support programs; support requiring an extensive time commitment may be conducted under separate agreement.

The computer programs and Graphical User Interface (GUI) to assist with HSPF recalibration due to land-use and precipitation changes using DPC-SMD hydrologic procedures will be updated based on user testing, and a user's manual will be written to document the GUI. The GUI is used to retrieve, process, review, and store the input data in a Watershed Data Management (WDM) database; edit and run HSPF model input files; and process and review the HSPF model results. The programs were initially developed to use a command-line interface. A GUI was added to assist users and gain efficiencies with editing configuration files, program execution, and results review. The programs and GUI used in the periodic recalibration of the HSPF model will be transferrable to other studies that use HSPF.

Task 5. Reporting

Processed data used in the hydrologic simulations will be published as annual updates to USGS ScienceBase data releases (Bera and Over, 2023; Bera, 2023a; Bera, 2023b). A user's manual for the DPC-SMD hydrologic-procedures GUI and programs will be published as an USGS OFR. The USGS CMWSC will maintain and update a public web page showing USGS precipitation gage totals and NWS NEXRAD data for reviewing precipitation amounts and spatial distribution. The USGS CMWSC will also maintain a restricted access web site for sharing results and processed data with DPC-SMD. The DPC-SMD maintains a public web page containing forecast discussions and recent simulation results for public dissemination.

Quality Assurance Plan

Quality assurance (QA) measures will be followed to ensure the completeness of the information communicated during the study. The QA objectives for the collection and communication of information will:

- Withstand scientific scrutiny
- Be obtained by methods appropriate for its intended use, and
- Be representative and of known completeness and comparability.

Data used in the modeling process will be derived from reliable host sources, including the USGS National Water Information System for precipitation, stage, and streamflow data, the U.S. Department of Energy ANL for meteorological data, and the NWS for forecast data. USGS streamflow and precipitation data will be collected and published as documented in Rantz (1982) and Office of Surface Water (OSW) Technical Memorandum 2017.10. All digital data and models will be reviewed by USGS personnel to ensure proper documentation and technical standards documented in OSW Technical Notes 2015.03 and recent OSW guidance for hydraulic modeling studies documented in OSW Technical Notes 2015.37 and 2016.25. The models, modeling results, and data releases will be archived in accordance with OSW Technical Memorandum 2015.01 ([Model Archive Memo](#)). Policies and procedures for archiving Surface-Water data and project information also provided in the Central Midwest Water Science Center data management plans. The project and project budget will be reviewed by USGS management on a quarterly basis to ensure project timelines are met.

Deliverables

USGS ScienceBase data releases will reflect annual updates for the Salt Creek database, West Branch DuPage River database, and Argonne National Laboratory meteorological database. Precipitation, stage, and streamgage data will be archived and available through the National Water Information System (NWIS) database. A user's manual for running the GUI to assist with HSPF calibration using DPC-SMD hydrologic procedures will be published.

Timeline and Budget

The columns in the timeline and the budget tables show the federal fiscal years running from October 1 through September 30 of the following year, and the period of this proposal covers the DuPage County fiscal year running from December 1 through November 30 of the following year. Thus, the proposal covers December 2023 in quarter 1 of federal fiscal year 2024 and October and November 2024 in quarter 1 of federal fiscal year 2025.

Task	FY2024				FY2025			
	Q1 (Dec)	Q2 (Jan-Mar)	Q3 (Apr-Jun)	Q4 (Jul-Sep)	Q1 (Oct-Nov)	Q2	Q3	Q4
Task 1: Network Gage Data Collection								
Task 2: Model Assessment and Refinement								
Task 3: Conduct Near Real-Time Scenario Simulations								
Task 4: Hydraulic and Hydrologic Model Support								
Task 5: Reporting								

The budget consists of \$289,720 for the network gage data collection (task 1) and \$250,880 for the model assessment and refinement, near real-time scenario simulations, hydraulic and hydrologic model support, and reporting (tasks 2-5).

	FY2024	FY2025	Total
DuPage County	\$301,100	\$71,900	\$373,000
USGS Appropriations	\$135,300	\$32,300	\$167,600
Total	\$436,400	\$104,200	\$540,600

Personnel

Staff from the USGS CMWSC will work collaboratively with DuPage County Stormwater Management to meet the objectives of the proposed study.

GS-12 Hydrologist, GS-11 Data Scientist, GS-9 Hydrologist, and GS4/5 student contractor will support the near real-time simulation system and reporting with additional Hydrologists and Hydrologic Technician support to maintain the streamgage, continuous stage gage, and precipitation gage network.

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Transportation Requisition under \$30,000

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

File #: 23-3349

Agenda Date: 11/7/2023

Agenda #: 11.A



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: #21-094-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$29,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$116,000.00
	CURRENT TERM TOTAL COST: \$29,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
Vendor Information		Department Information	
VENDOR: HazChem Environmental Corp.	VENDOR #: 28186	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Scott Schwefel	VENDOR CONTACT PHONE: 630-501-8735	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: sschwefel@hazchem.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-78	
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.). DOT is requesting a purchase order to HazChem Environmental, for the provision of hazardous material testing, disposal and emergency services for the Transportation and Stormwater Departments. Effective January 1, 2024 through December 31, 2024, for a contract total not to exceed \$29,000.00 (DOT in the amount of \$20,000.00 and Stormwater in the amount of \$9,000.00), per low bid #21-094-DOT, this will be the second of three renewals.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To meet all USEPA & IEPA requirements for testing, disposal and emergency services.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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

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

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: HazChem Environmental Corp.	Vendor#: 28186	Dept: Division of Transportation	Division: Accounts Payable
Attn: Scott Schwefel	Email: sschwefel@hazchem.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 330 South Fairbank St.	City: Addison	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60101	State: IL	Zip: 60187
Phone: 630-501-8735	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: HazChem Environmental Corp.	Vendor#: 28186	Dept: Division of Transportation	Division: Highway Maintenance
Attn: Cindy Alvarez	Email: accounting@hazchem.com	Attn: David Koehler	Email: david.koehler@dupageco.org
Address: 330 South Fairbank St.	City: Addison	Address: 140 N. County Farm Road	City: Wheaton
State: IL	Zip: 60101	State: IL	Zip: 60187
Phone: 630-501-8735	Fax:	Phone: 630-407-6926	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jan 1, 2024	Contract End Date (PO25): Dec 31, 2024
Contract Administrator (PO25): Roula Eikosidekas			

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		DOT - Hazardous Material Testing, Disposal & Emergency Services	FY24	1500	3510	53830		19,000.00	19,000.00
2	1	EA		DOT - Hazardous Material Testing, Disposal & Emergency Services	FY25	1500	3510	53830		1,000.00	1,000.00
3	1	EA		SWM- Hazardous Material Testing, Disposal & Emergency Services	FY24	1600	3000	53830		8,000.00	8,000.00
4	1	EA		SWM- Hazardous Material Testing, Disposal & Emergency Services	FY25	1600	3000	53830		1,000.00	1,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 29,000.00

Comments	
HEADER COMMENTS	<p>Provide comments for P020 and P025.</p> <p>To furnish and deliver Hazardous Material Testing, Disposal and Emergency Services for DOT & Stormwater, on an as needed basis.</p>
SPECIAL INSTRUCTIONS	<p>Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.</p> <p>Email Approved PO to: Scott Schwefel, Mary Beth Falsey, Jason Walsh, David Koehler & Mike Figuray.</p>
INTERNAL NOTES	<p>Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.</p> <p>see above.</p>
APPROVALS	<p>Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.</p>

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



THE COUNTY OF DUPAGE
HAZARDOUS WASTE DISPOSAL AND TESTING 21-094-DOT
BID TABULATION

NO.	ITEM	UOM	QTY	HAZCHEM ENVIRONMENTAL CORP		TRADEBE ENVIROMENTAL SERVICES		HERITAGE CRYSTAL-CLEAN	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Toxicity Characteristic Leaching Procedure (TCLP)	TEST	1	\$ 700.00	\$ 700.00	\$ 825.00	\$ 825.00	\$ 487.00	\$ 487.00
2	Aerosol Paints	BBL	5	\$ 390.00	\$ 1,950.00	\$ 340.00	\$ 1,700.00	\$ 321.00	\$ 1,605.00
3	Aerosol Paints with MEK	BBL	5	\$ 390.00	\$ 1,950.00	\$ 340.00	\$ 1,700.00	\$ 321.00	\$ 1,605.00
4	Fluorescent Bulbs Environmentally Hazardous Substance, Solid	CTR	1	\$ 390.00	\$ 390.00	\$ 76.25	\$ 76.25	\$ 100.00	\$ 100.00
5	Latex Paint in cans	BBL	2	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00	\$ 218.50	\$ 437.00
6	Lubricating Oil, Asphalt Emulsion	BBL	2	\$ 195.00	\$ 390.00	\$ 170.00	\$ 340.00	\$ 218.50	\$ 437.00
7	Oil and Oil Dry	BBL	1	\$ 175.00	\$ 175.00	\$ 160.00	\$ 160.00	\$ 218.50	\$ 218.50
8	Petroleum Distillate Paint	BBL	2	\$ 175.00	\$ 350.00	\$ 260.00	\$ 520.00	\$ 396.00	\$ 792.00
9	Solvent Contaminated Shop Rags	BBL	2	\$ 350.00	\$ 700.00	\$ 280.00	\$ 560.00	\$ 396.00	\$ 792.00
10	Empty Barrels with removable heads	BBL	50	\$ 25.00	\$ 1,250.00	\$ 55.00	\$ 2,750.00	\$ 65.00	\$ 3,250.00
11	Fluorescent Bulbs - 4 foot	BULB	40	\$ 0.50	\$ 20.00	\$ 2.83	\$ 113.20	\$ 1.00	\$ 40.00
12	Fluorescent Bulbs - 8 foot	BULB	30	\$ 0.80	\$ 24.00	\$ 2.83	\$ 84.90	\$ 2.00	\$ 60.00
GRAND TOTAL				\$ 8,299.00		\$ 9,229.35		\$ 9,823.50	

NOTES

Bid Opening 11/17/2021 @ 2:00 PM	VC, NE
Invitations Sent	11
Total Vendors Requesting Documents	4
Total Bid Responses	3

**Emergency Response Work Authorization/Rate Schedule Amendments
(Contract)**

2022

- All work performed shall be in accordance with contract terms and conditions unless superseded by another agreement. HazChem Environmental Corporation reserves the right to modify rates as needed.
- Standard working hours are 8:00a.m. to 4:00p.m. central time, Monday through Friday.
- Overtime rates for labor will be charged at one and one-half (1 ½) times the straight time rate weekdays (M-F) between the hours of 4:00p.m. through 8:00a.m., and all day on Saturdays and Sundays.
- Double time rates for labor will be charged on all major holidays (12:00a.m. through 11:59p.m.).
- All equipment and labor will be billed portal to portal unless otherwise specified.
- A per diem rate of \$180.00/per day/per person will be billed for each overnight stay.
- A four (4) hour minimum applies to all rates quoted per hour.
- Subcontracted services will be billed at cost plus 15%.
- All invoices will include a 15% Environmental Compliance Fee

HAZCHEM ENVIRONMENTAL CORPORATION

Rate Sheet 2022 Independent

LABOR

Title/Position	Standard Rate Per Hour	Overtime Rate Per Hour
Principal	\$190.00	\$285.00
ER Manager	\$119.00	\$178.00
Equipment Operator	\$99.00	\$148.50
Project Technician	\$89.00	\$133.50
Administrative Assistant	\$49.00	\$49.00
Response fee	\$100.00	\$150.00
Per Diem	\$200.00	\$200.00

EQUIPMENT

Vehicles & Trailers	Rate
Automobile / Per Hour	\$45.00
Pick-up / Per Hour	\$59.00
Emergency Response Truck / Per Hour	\$139.00
Box Truck 24' / Per Hour	\$139.00
Tractor Trailer Combo / Per Hour	\$140.00
3,000 Gallon Vac Truck / Per Hour	\$145.00
5,500 Gallon Vac Truck / Per Hour	\$169.00
Level C & D Trailer / Per Hour	\$65.00
Level A & B Trailer / Per Hour	\$320.00
48'-53' Semi Trailer Only / Per Day	\$70.00
Heavy Equipment	Rate
Skid Steer & Trailer/Per Hour	\$125.00
Skid Steer Sweeper / Per Hour	\$80.00
Skid Steer Forklift Attachment / Per Hour	\$15.00
Forklift & Trailer (includes 1 propane tank) / Per Hour	\$95.00
Equipment	Rate
Generator / Per Day	\$105.00
Portable Light Stand / Per Day	\$65.00
3000 PSI Hot Water Washer with Water Tank / Per Hour	\$79.00
Air Compressor Portable / Per Hour	\$25.00
Chain Saw / Per Day	\$100.00
Concrete Cut Off (includes 1 blade) / Per Day	\$100.00
Electric Hand Tools / Per Day	\$45.00
Air Hand Tools / Per Day	\$45.00
Jack Hammer 70 lb. / Per Day	\$105.00
Pallet Jack / Per Day	\$35.00
Non-Sparking Tool Kit / Per Day	\$50.00
Betts Emergency Unloading Valve / Per Day	\$555.00
Propane Heater / Per Day (does not include fuel)	\$95.00
Barricades/Horses - Per Each/Per Day	\$15.00
Portable Fencing, 20' Sections - Per Each / Per Day	\$9.00
Safety Cones - Per Each / Per Day	\$1.00
Fan, Industrial 72" / Per Day	\$95.00
SawzAll (no blades) / Per Day	\$35.00
Blades / Per Each	\$3.00
Portable Heater 150,000 BTU / Per Day (does not include fuel)	\$190.00
Power Sweeper/ Day	\$110.00
Gamma Jet Pressure Washer / Per Day	\$450.00
Air Compressor Large / Per Day	\$295.00
Brass Tool Set / Per Day	\$75.00
Chop Saw / Per Day	\$125.00
Drill / Per Day	\$25.00
Drum Cart /day	\$15.00
Evacuation Fan/day	\$99.00
Light Tower Pull Behind/day	\$295.00
Underwater Camera/Day	\$400.00

Floor Scraper 14"	\$29.00
Push Broom 24"	\$36.00
Shovel Poly 27"	\$29.00
Pumps	Rate
Disposable Hand Pump / Per Each	\$40.00
3/4" Fuel Transfer Pump / Per Hour	\$25.00
1-1/2" Double Diaphragm Pump / Per Hour	\$35.00
2" Double Diaphragm Pump / Per Hour	\$50.00
2" Stainless Steel Double Diaphragm Pump / Per Hour	\$70.00
1" Submersible Pump / Per Hour	\$25.00
2" Trash Pump / Per Hour	\$35.00
2" Chemical Hose - Per Foot / Per Day	\$2.00
2"-3" Suction Hose - Per Foot / Per Day	\$2.00
Discharge Hose - Per Foot / Per Day	\$2.00
Hudson Sprayer / Per Each	\$30.00
Micro-blaze pumps & hoses / Per Hour	\$25.00
Vacuum Equipment	Rate
Wet/Dry Vacuum / Per Day	\$40.00
Wet/Dry (55 Gallon Tornado) / Per Day	\$95.00
HEPA 20 Gallon Vacuum / Per Day	\$275.00
Drum Vac Electric	\$125.00
Carpet Cleaner/ Day	\$100.00
Confined Space Equipment	Rate
Body Harness / Per Day	\$60.00
Negative Air Vent System (excludes tubing) / Per Day	\$95.00
Confined Space Tripod (Winch System) / Per Day	\$240.00
Venturi Air Blower / Per Day	\$60.00
Negative Air Tubing / Per Roll	\$110.00
Negative Air Filter / Per Each	\$45.00
Breathing Air Equipment	Rate
30 Minute SCBA (excluding refills) - Per Person / Per Day	\$175.00
Cascade Air System (excluding refills) - Per Person / Per Day	\$75.00
Electronic Devices / Monitoring Equipment	Rate
4 Gas Meter with PID / Per Day	\$195.00
Draeger Testing Unit / Per Day	\$30.00
Draeger Testing Tubes / Per Each	\$25.00
Intrinsically Safe 2-Way Radio / Per Day	\$100.00
Laptop / Per Day	\$50.00
Digital Camera / Per Day	\$35.00
ph Meter / Per Day	\$50.00
Toxic Rae Single Gas	\$295.00
Meter Calibration	\$29.00
RAE Chlorine Sensor	\$295.00
RAE Hydrogen Cyanide Sensor	\$295.00
Hydrogen Cyanide Meter/per day	\$295.00
Drager PAC 7000 Ammonia	\$295.00
Drager PAC 7000 Chlorine	\$295.00
Drager PAC 7000Hydrogen Cyanide	\$295.00
Toxi Rae HCN	\$295.00
Toxi Rae NH3	\$295.00
Chemical Classifier Strips	\$295.00
Hazmat ID Elite	\$495.00
Combustible Gas Detector	\$195.00
Mercury Supplies	Rate
Mercury Absorb Powder/500 grams	\$35.00
Mercury Replacement Filter 15 Gallon Vac	\$950.00
Mercury Collection Jars	\$25.00
Mercury Vac Stainless 15 Gallon/day	\$325.00
Mercury Vac Bag	\$35.00
Mercury Hose/ Foot	\$5.00
Nippon Mercury Meter / Day	\$395.00
Mercury Soap / Gallon	\$59.00

CONSUMABLES

PPE Ensembles	Rate
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Level "A" (Encapsulated Suit w/ Supplied Air) / Per Set	\$1450.00
Level "B" (Chemical Resistant Suit w/ Supplied Air) / Per Set	\$395.00
Level "C" (Tyvec w/ Air Purifying Respirator) / Per Set	\$130.00
Level "D" (Hard Hat, Safety Glasses, Steel-Toed Boots) / Per Set	\$65.00
PVC Acid Suit / Per Each	\$70.00
Poly Coated Suit / Per Each	\$35.00
Saranex Suit / Per Each	\$49.00
Latex Boot Covers / Per Pair	\$12.00
Bata HazMax Boots / Per Pair	\$85.00
Chem Kleen Boot Covers / Per Pair	\$3.00
Fire Resistant Coveralls / Per Each	\$35.00
Butyl Gloves / Per Pair	\$7.00
Hip Waders / Per Each	\$40.00
Chem Tape / Per Roll	\$49.00
Air Boss CBRN Gloves	\$75.00
Air Boss CBRN Boots	\$125.00
Respiratory Protection	Rate
Cartridges - GME / Per Set	\$35.00
Cartridges - GME P-100 / Per Set	\$60.00
Cartridges - Mersorb P-100 / Per Set	\$80.00
Dust Mask / Per Each	\$3.00
SCBA Refill Bottle / Per Each	\$40.00
Large Air Cylinders / Per Each	\$80.00
Ammonia Cartridge/each	\$69.00
Containers	Rate
5 Gallon, Poly (OH) / Per Each	\$14.50
15 Gallon, Poly (OH) / Per Each	\$99.00
15 Gallon, Poly (TH) Per Each	\$79.00
30 Gallon, Poly (OH) / Per Each	\$109.00
30 Gallon, Poly (TH) / Per Each	\$95.00
30 Gallon, Steel (OH) / Per Each	\$55.00
30 Gallon, Steel (TH) / Per Each	\$55.00
55 Gallon, Poly (OH) / Per Each	\$115.00
55 Gallon, Poly (TH) / Per Each	\$95.00
55 Gallon, Steel (OH) / Per Each	\$79.00
55 Gallon, Steel (TH) / Per Each	\$79.00
85 Gallon, Steel, Overpack / Per Each	\$325.00
95 Gallon, Poly, Overpack / Per Each	\$325.00
110 Gallon, Steel, Overpack / Per Each	\$450.00
Super Sack, Overpack / Per Each	\$159.00
Cubic Yard Box, w/ Liner & Skid / Per Each	\$130.00
PIH Box (Poison Inhalation Hazard) / Per Each	\$45.00
55 Gallon Lid / Per Each	\$9.00
55 Gallon Ring/Bolt / Per Each	\$9.00
330 Gallon IBC - Rebottled / Per Each	\$395.00
Absorbents	Rate
Oil Dry / 50Lbs. Bag	\$15.00
36" x 100' Pad, Roll, Universal / Per Roll	\$220.00
36" x 100' Pad, Roll, Oil / Per Roll	\$260.00
Vermiculite / Per Bag	\$30.00
Dust Suppressant / Per Bag	\$50.00
Kem Kob / Per Bag	\$35.00
Universal Pads/ Bag	\$85.00
Oil Only Pads	\$85.00
Chemicals	Rate
Alconox / Per Box	\$60.00
Citric Acid / Per 50 lb. Bag	\$150.00
Epoxy Paint / Per Set	\$170.00
SCS-100, LEL Suppressant / Per Gallon	\$75.00
HMCS-101 - Heavy Metal Cleaner / Per Gallon	\$75.00
PCB Cleaner / Per Gallon	\$75.00
Met-L-X Powder / Per 50 lb. Bag	\$250.00
Mineral Oil / Per Gallon	\$30.00
Simple Green / Per Gallon	\$30.00

Sodium Bicarbonate / 50 lbs Bag	\$75.00
Sodium Hypochlorite 12% / Per Gallon	\$75.00
Micro-blaze 3%/ gallon	\$3.50
Micro-blaze 6% per gallon	\$7.00
ZEP Virucide Sanitizer/Per Gallon	\$2.25
Bio-Oxygen Chem Decon/ Per Gallon	\$150.00
Dahlgren Decon 10 to 1 ratio/Per 220oz	\$250.00
Dahlgren Decon 1 to 1 ratio/Per 220oz	\$250.00
Carpet Shampoo/64oz	\$40.00
Eco-labs multi cleaner and disinfectant/gallon	\$29.00
Diversey Virex II 256/gallon	\$29.00
Quick Defense/ gallon	\$29.00
Miscellaneous Supplies	Rate
55 Gallon Drum Liners / Each	\$2.00
85 Gallon Drum Liners / Each	\$4.00
Poly Sheeting 6 Mil 20x100 / Per Roll	\$105.00
Duct Tape / Per Roll	\$7.00
Caution Tape / Per Roll	\$30.00
8' x 50' Excelsior Blanket with Seed / Per Roll	\$145.00
Disposable Brushes / Per Each	\$9.00
Disposable Sewer Mat / Per Each	\$325.00
Funnels / Per Each	\$25.00
Glass Coliwasas / Per Each	\$25.00
Shrink Wrap / Per Roll	\$35.00
Mop & Bucket / Per Each	\$18.00
Mop Heads / Per Each	\$12.00
Daily Hydration - Per Shift/Per Man	\$15.00
Tote/Drum vent and filter	\$235.00
Food Grade Tote Transfer	\$150.00
Decon Pool	\$300.00
Tote Transfer Kit	\$69.00
Electrostatic Sprayer/Per Day	\$150.00
Plug and Dike	\$39.00
Top Soil 40lb/bag	\$15.00
Marine Supplies	Rate
Absorbent Boom 8"x10" / Section	\$75.00
Containment Boom Skirted Per Ft / Day	\$2.50
Boat/Motor/Vests / Day	\$395.00
Documentation	Rate
Waste Profiling & Documentation / Job	\$150.00
Remediation Jobs Requiring Agency Notice / Job	\$495.00
Report Notes and Photos	\$175.00



AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and HazChem Environmental Corp., located at 330 S. Fairbank St., Addison, Illinois 60101 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #21-094-DOT which became effective on 01/01/2022 and which will expire 12/31/2023. The contract is subject to a second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 12/31/2024.

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

CONTRACTOR

THE COUNTY OF DUPAGE

Signature on File

SIGNATURE

ALAN SHAPIRO

PRINTED NAME

President

PRINTED TITLE

DATE

10/3/23

SIGNATURE

Donna Weidman

PRINTED NAME

Buyer II

PRINTED TITLE

DATE

SECTION 7 - BID FORM PRICING

The quantities shown are estimated. DuPage County Department of Transportation reserves the right to increase or decrease the total quantities as necessary to meet actual needs of DOT.

NO	ITEM		RCRA WASTE CODE	UOM	QTY	PRICE	EXTENDED PRICE
SECTION 1 - TESTING							
1	Toxicity Characteristic Leaching Procedure (TCLP)			TEST	1	700 ⁰⁰	\$ 700 ⁰⁰
SECTION 2 - DISPOSAL FEES							
2	Aerosol Paints	Waste Aerosol Paints, Flammable n.o.s	D001	BBL	5	390 ⁰⁰	\$ 1950 ⁰⁰
3	Aerosol Paints with MEK	Waste Aerosol Paints, Flammable n.o.s	D001, D035	BBL	5	390 ⁰⁰	\$ 1950 ⁰⁰
4	Fluorescent Bulbs	Environmentally Hazardous Substance, Solid, n.o.s.		CTR	1	390 ⁰⁰	\$ 390 ⁰⁰
5	Latex Paint	In cans, Non- Regulated		BBL	2	200 ⁰⁰	\$ 400 ⁰⁰
6	Lubricating Oil, Asphalt Emulsion	Non-Regulated		BBL	2	195 ⁰⁰	\$ 390 ⁰⁰
7	Oil and Oil Dry	Non-Regulated		BBL	1	175 ⁰⁰	\$ 175 ⁰⁰
8	Petroleum Distillate Paint	RQ Waste Solids containing Flammable liquid, n.o.s.	D001	BBL	2	175 ⁰⁰	\$ 350 ⁰⁰
9	Solvent Contaminated Shop Rags	RQ Waste Solids containing Flammable liquid, n.o.s.	D001	BBL	2	350 ⁰⁰	\$ 700 ⁰⁰
10	Empty Barrels with removable heads	For use as per above		BBL	50	25 ⁰⁰	\$ 1250 ⁰⁰
11	Fluorescent Bulbs - 4 foot	Non-Regulated		EA	40	\$ 0.50	\$ 20 ⁰⁰
12	Fluorescent Bulbs - 8 foot	Non-Regulated		EA	30	\$ 0.80	\$ 24 ⁰⁰
GRAND TOTAL							\$ 8,299 ⁰⁰
GRAND TOTAL EIGHT THOUSAND TWO HUNDRED NINETY-NINE DOLLARS (In words) AND ZERO CENTS							

BBL = Barrel

CTR = Container

SECTION 8 – EMERGENCY SERVICES

The County requires the successful bidder to provide emergency contracted services for hazardous materials cleanup(s) at DuPage County properties, Right of Ways and Stormwater Systems. Vendor shall provide a rate card for personnel, labor, equipment, material and testing cost that are not listed in Section 7 – Pricing.

Emergency Services pricing will not be considered as part of the Bid Form pricing.

Scott Schwefel

Emergency Contact

24 HR # 630-458-1910

Phone Number

Signature on File

SECTION 9 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X

[Redacted Signature]

(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

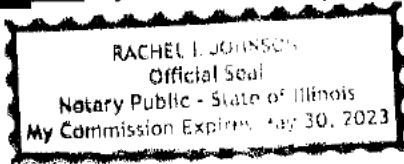
Subscribed and sworn to before me this 17 day of NOVEMBER AD, 2021

[Redacted Notary Signature]

(Notary Public)

My Commission Expires:

May 30 2023



SEAL

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

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

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	HAZCHEM ENVIRONMENTAL	NAME	← SAME
CONTACT	SCOTT SCHWEFER	CONTACT	CINDY ALVAREZ
ADDRESS	330 SOUTH FAIRBANK ST	ADDRESS	← SAME
CITY ST ZIP	ADDISON IL 60101	CITY ST ZIP	← SAME
TX	630-458-1910	TX	← SAME
FX	630-458-1918	FX	SAME
EMAIL	SSchwefel@hazchem.com	EMAIL	accounting@hazchem.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Division of Transportation Attn: Kathy Curcio – Accounts Payable 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6900		DuPage County Division of Transportation 180 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6900 EMAIL: michael.figuray@dupageco.org	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE)



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: 10/14/23

Bid/Contract/PO #:

Company Name: <u>Hazchem Environmental</u>	Company Contact: <u>Scott Schwefel</u>
Contact Phone: <u>630-458-1910</u>	Contact Email: <u>SSchwefel@Hazchem.com</u>

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

- 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

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

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

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

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

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

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

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

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

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

Authorized Signature

Signature on File

Printed Name

Alan Shapiro

Title

Pres: Govt

Date

10/14/23

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



Transportation Requisition under \$30,000

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

File #: 23-3582

Agenda Date: 11/7/2023

Agenda #: 11.B



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: Bid #23-117-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$29,900.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$119,600.00
	CURRENT TERM TOTAL COST: \$29,900.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Zips Car Wash LLC d/b/a Jet Brite Car Wash	VENDOR #:	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Paul Hesson	VENDOR CONTACT PHONE: 501-378-0100	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: phesson@zipscarwash.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-77	

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.).

DOT Fleet is requesting a purchase order to Zips Car Wash LLC d/b/a Jet Brite Car Wash for unlimited car washes including undercarriage wash and rust inhibitor for DuPage County's fleet of vehicles. Effective November 8, 2023 through November 7, 2024, per low bid #23-117-DOT, this contract is subject to three one-year renewals upon mutual agreement.

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

Car wash services are important in preventing rust damage which has caused the DOT Fleet department to remove multiple vehicles from service due to safety related concerns.

SECTION 2: DECISION MEMO REQUIREMENTS

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

LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)

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

SECTION 3: DECISION MEMO

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

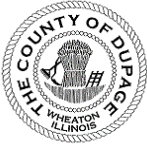
SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION Select an item from the following dropdown menu to justify why this is a sole source procurement.	
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or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

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Zips Car Wash LLC d/b/a Jet Brite Car Wash	Vendor#:	Dept: Division of Transportation	Division: Accounts Payable
Attn: Paul Hesson	Email: phesson@zipscarwash.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 8400 Belleview Dr., Suite 210	City: Plano	Address: 421 N. County Farm Road	City: Wheaton
State: TX	Zip: 75024	State: IL	Zip: 60187
Phone: 501-378-0100	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Zips Car Wash LLC d/b/a Jet Brite Car Wash	Vendor#:	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupageco.org
Address: 8400 Belleview Dr., Suite 210	City: Plano	Address: 180 N. County Farm Road	City: Wheaton
State: TX	Zip: 75024	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 8, 2023	Contract End Date (PO25): Nov 7, 2024
Contract Administrator (PO25): Roula Eikosidekas			

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		Unlimited Car Wash for County Vehicles	FY23	1500	3520	53600		5,000.00	5,000.00
2	1	EA		Unlimited Car Wash for County Vehicles	FY24	1500	3520	53600		24,900.00	24,900.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 29,900.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. DOT Fleet unlimited car washes for the County vehicles.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to Paul Hesson, William Bell and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
CAR WASH FOR COUNTY VEHICLES 23-117-DOT
BID TABULATION



NO.	ITEM	UOM	QTY	Delta Sonic Car Wash Systems, Inc.		Everclean Group LLC		Zip's Car Wash, LLC (dba Jet Brite Car Wash)	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Unlimited car wash with undercarriage wash and rust inhibitor, for one month, per vehicle	EA	120	\$ 15.99	\$ 1,918.80	\$ 20.00	\$ 2,400.00	\$ 15.00	\$ 1,800.00
GRAND TOTAL					\$ 1,918.80		\$ 2,400.00		\$ 1,800.00

NOTES

Bid Opening 09/19/2023 @ 2:30 PM	DW,RJ
Invitations Sent	38
Total Vendors Requesting Documents	0
Total Bid Responses	3

Car Wash Contract

Department	Participating Vehicles	Vehicles	Monthly Cost	Yearly Cost
Animal Control	1	AC-4	\$15.00	\$ 180.00
Building/Zoning	12	BZ-1, BZ-2, BZ-3, BZ-4, BZ-5, BZ-6, BZ-7, BZ-8, BZ-9, BZ-10, BZ-11, BZ-19	\$180.00	\$ 2,160.00
Campus Security	5	CS-1, CS-2, CS-3, CS-4, CS-5	\$75.00	\$ 900.00
Community Development	1	CD-1	\$15.00	\$ 180.00
Community Services	2	COMS-1, COMS-2	\$30.00	\$ 360.00
Coroners Office	7	C-412, C-413, C-414, C-415, C-416, C-417, C-418	\$105.00	\$ 1,260.00
Coroner Swap	5	C-401, C-402, C-403, C-404, C-406	\$75.00	\$ 900.00
DOT-Admin	10	H-2, H-3, H-4, H-5 (S-101), H-6, H-7, H-8, H-11, H-12, H-15	\$150.00	\$ 1,800.00
DOT-Fleet	0		\$-	\$ -
DOT-Hwy	5	H-101, H-103, H-104, H-106, H-109	\$75.00	\$ 900.00
Election Commission	1	EC-1	\$15.00	\$ 180.00
Emergency Management	5	EM-1, EM-2, EM-3, EM-4, EM-9	\$75.00	\$ 900.00
Facilities Management	3	FM-11, FM-13, FM-48	\$45.00	\$ 540.00
General Services-Mail Room	2	GS-1, GS-2	\$30.00	\$ 360.00
Health Department	15	HE-3, HE-5, HE-6, HE-9, HE-10, HE-13, HE-14, HE-15, HE-16, HE-17, HE-18, HE-19, HE-20, HE-21, HE-22	\$225.00	\$ 2,700.00
Human Services-Weatherization	5	HS-1, HS-6, HS-4, HS-5, HS-7	\$75.00	\$ 900.00
Information Technologies	1	IT-1	\$15.00	\$ 180.00
Probation	8	PR-1, PR-2, PR-3, PR-4, PR-5, PR-6, PR-7, PR-8	\$120.00	\$ 1,440.00
Probation Services	7	PS-1, PS-2, PS-3, PS-4, PS-5, PS-6, PS-7	\$105.00	\$ 1,260.00
Public Defender	4	PD-1, PD-2, PD-3, PD-4	\$60.00	\$ 720.00
State's Attorney	11	SA-501, SA-502, SA-504, SA-505, SA-506, SA-508, SA-509, SA-511, SA-517, SA-523, SA-524	\$165.00	\$ 1,980.00
State's Attorney Children Center	8	SACC-503, SACC-507, SACC-510, SACC-512, SACC-515, SACC-518, SACC-519, SACC-520	\$120.00	\$ 1,440.00
Storm Water	11	SWM-2, SWM-4 (S-8), SWM-5(S-56), SWM-43, SWM-44, SWM-47 (PW-59), SWM-50, SWM-20, SWM-42, SWM-46, SWM-48	\$165.00	\$ 1,980.00
Youth Home	2	YH-1, YH-2	\$30.00	\$ 360.00
	131		\$ 1,965.00	\$ 23,580.00

\$ 15.00 Cost per vehicle/month
 \$ 180.00 Cost per vehicle per year
 \$ 29,900.00 Contract Award
 166 # of available cars
 131 # of cars included
 35 Remaining slots

VENDOR ETHICS DISCLOSURE FORM



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: **9/21/23**

Bid/Contract/PO #:

Company Name: ZIPs Car Wash	Company Contact: Paul Hesson
Contact Phone: 304-638-5524	Contact Email: phesson@zipscarwash.com

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

- 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

- 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

Paul Hesson

Title

Director, Operations

Date

9/21/23

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



Facilities Management Requisition Over \$30K

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

File #: FM-P-0085-23

Agenda Date: 10/17/2023

Agenda #: 11.C

AWARDING RESOLUTION
ISSUED TO GENSERVE LLC
FOR SEMI-ANNUAL INSPECTION, PREVENTATIVE MAINTENANCE,
AND EMERGENCY CALL-OUT SERVICES FOR CAMPUS
BACKUP EMERGENCY GENERATORS
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED \$135,912)

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to GenServe LLC, for semi-annual inspection, preventative maintenance, and emergency call-out services for campus emergency generators, for the two-year period November 1, 2023, through October 31, 2025, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said for semi-annual inspection, preventative maintenance, and emergency call-out services for campus emergency generators, for the two-year period of November 1, 2023 through October 31, 2025, be, and it is hereby approved for issuance of a contract by the Procurement Division to, GenServe LLC, 444 Randy Road, Carol Stream, IL 60188, for a total contract amount not to exceed \$135,912, per lowest responsible bid #23-099-FM. (\$96,000 for Facilities Management, \$5,000 for Animal Services, \$10,000 for the Division of Transportation, \$9,912 for Stormwater, and \$15,000 for ETSB).

Enacted and approved this 24th day of October 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#: 23-3247	RFP, BID, QUOTE OR RENEWAL #: 23-099-FM	INITIAL TERM WITH RENEWALS: 2 YRS + 1 X 2 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$135,912.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 10/17/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$271,824.00
	CURRENT TERM TOTAL COST: \$135,912.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: GenServe LLC	VENDOR #: 41555	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Jake Brown	VENDOR CONTACT PHONE: 630-462-7280	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupageco.org
VENDOR CONTACT EMAIL: jakeb@genserveinc.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to GenServe LLC, for semi-annual inspection, preventive maintenance, and emergency call out service for campus backup emergency generators, for the two-year period November 1, 2023 through October 31, 2025, for a contract total amount not to exceed \$135,912 per lowest responsible bid #23-099-FM. (\$96,000 for Facilities Management, \$5,000 for Animal Services, \$10,000 for the Division of Transportation, \$9,912 for Stormwater, and \$15,000 for ETSB)			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Contract to provide semi-annual inspections, routine preventive maintenance, and emergency call-out services is necessary to keep the campus fourteen (14), Stormwater's four (4), and the Sheriff's one (1) backup emergency generators in reliable working condition in the event of a power outage.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: GenServe LLC	Vendor#: 41555	Dept: Facilities Management	Division:
Attn: Jake Brown	Email: jakeb@genserveinc.com	Attn:	Email: FMAccountsPayable@dupageco.org
Address: 444 Randy Rd	City: Carol Stream	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60188	State: IL	Zip: 60187
Phone: 630-462-7280	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: GenServe LLC	Vendor#: 41555	Dept: Facilities Management	Division:
Attn: Accounts Payable	Email:	Attn:	Email:
Address: PO Box 23974	City: New York	Address: various locations	City: Wheaton
State: NY	Zip: 10087-3974	State: IL	Zip: 60187
Phone: 800-247-7215	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 1, 2023	Contract End Date (PO25): Oct 31, 2025
Contract Administrator (PO25): Mary Ventrella			

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	LO		Facilities Management	FY23	1000	1100	53300		1.00	1.00
2	1	LO		Animal Services	FY23	1100	1300	53300		1.00	1.00
3	1	LO		Division of Transportation	FY23	1500	3510	53300		250.00	250.00
4	1	LO		Emergency Telephone System Board (ETSB)	FY23	4000	5820	53300		3,750.00	3,750.00
5	1	LO		Facilities Management	FY24	1000	1100	53300		25,000.00	25,000.00
6	1	LO		Animal Services	FY24	1100	1300	53300		2,500.00	2,500.00
7	1	LO		Division of Transportation	FY24	1500	3510	53300		4,750.00	4,750.00
8	1	LO		Stormwater	FY24	1600	3000	53300		4,956.00	4,956.00
9	1	LO		Emergency Telephone System Board (ETSB)	FY24	4000	5820	53300		7,500.00	7,500.00
10	1	LO		Facilities Management	FY25	1000	1100	53300		70,999.00	70,999.00
11	1	LO		Animal Services	FY25	1100	1300	53300		2,499.00	2,499.00
12	1	LO		Division of Transportation	FY25	1500	3510	53300		5,000.00	5,000.00
13	1	LO		Stormwater	FY25	1600	3000	53300		4,956.00	4,956.00
14	1	LO		Emergency Telephone System Board (ETSB)	FY25	4000	5820	53300		3,750.00	3,750.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 135,912.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Provide Semi-Annual inspection, PM and emergency call out service for campus backup emergency generators.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Vendor, Mary Ventrella, Cathie Figlewski, Clara Gomez, Kristie Lecaros, Kathy Black Curcio, Sarah Hunn, and Eve Kraus.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public Works Committee: 10/17/23 County Board: 10/24/23
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
SEMI-ANNUAL INSPECTION, PM, AND EMERGENCY CALL OUT BACKUP GENERATORS 23-099-FM
BID TABULATION



				Genserve, LLC		Interstate Powersystems		Charles Equipment Energy Systems LLC.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
Section 1 - Semi-Annual Inspection and Maintenance									
1	Unit 1 - Cummins	EA	4	\$ 413.00	\$ 1,652.00	\$ 401.25	\$ 1,605.00	\$ 503.50	\$ 2,014.00
2	Unit 2 - Onan/Cummins	EA	4	\$ 413.00	\$ 1,652.00	\$ 401.25	\$ 1,605.00	\$ 503.50	\$ 2,014.00
3	Unit 3 - Cummins	EA	4	\$ 413.00	\$ 1,652.00	\$ 401.25	\$ 1,605.00	\$ 503.50	\$ 2,014.00
4	Unit 4 - Caterpillar	EA	4	\$ 413.00	\$ 1,652.00	\$ 401.25	\$ 1,605.00	\$ 503.50	\$ 2,014.00
5	Unit 5 - Perkins	EA	4	\$ 413.00	\$ 1,652.00	\$ 401.25	\$ 1,605.00	\$ 503.50	\$ 2,014.00
6	Unit 6 - Caterpillar "A"	EA	4	\$ 413.00	\$ 1,652.00	\$ 401.25	\$ 1,605.00	\$ 503.50	\$ 2,014.00
7	Unit 7 - Caterpillar "B"	EA	4	\$ 413.00	\$ 1,652.00	\$ 401.25	\$ 1,605.00	\$ 503.50	\$ 2,014.00
8	Unit 8 - Caterpillar	EA	4	\$ 413.00	\$ 1,652.00	\$ 401.25	\$ 1,605.00	\$ 503.50	\$ 2,014.00
9	Unit 9 - Kohler	EA	4	\$ 413.00	\$ 1,652.00	\$ 401.25	\$ 1,605.00	\$ 503.50	\$ 2,014.00
10	Unit 10 - Kohler	EA	4	\$ 413.00	\$ 1,652.00	\$ 401.25	\$ 1,605.00	\$ 503.50	\$ 2,014.00
11	Unit 11 - Allis Chalmers	EA	4	\$ 413.00	\$ 1,652.00	\$ 401.25	\$ 1,605.00	\$ 503.50	\$ 2,014.00
12	Unit 12 - Caterpillar	EA	4	\$ 413.00	\$ 1,652.00	\$ 401.25	\$ 1,605.00	\$ 503.50	\$ 2,014.00
13	Unit 13 - Olympian	EA	4	\$ 413.00	\$ 1,652.00	\$ 267.50	\$ 1,070.00	\$ 503.50	\$ 2,014.00
14	Unit 14 - Onam	EA	4	\$ 413.00	\$ 1,652.00	\$ 267.50	\$ 1,070.00	\$ 503.50	\$ 2,014.00
15	Unit 15 - Cummins	EA	4	\$ 413.00	\$ 1,652.00	\$ 401.25	\$ 1,605.00	\$ 503.50	\$ 2,014.00
Section 1 - Alternate Semi-Annual Inspection and Maintenance									
16	Alternate - Unit16	EA	4	\$ 413.00	\$ 1,652.00	\$ 267.50	\$ 1,070.00	\$ 503.50	\$ 2,014.00
17	Alternate - Unit 17 Cummins	EA	4	\$ 413.00	\$ 1,652.00	\$ 401.25	\$ 1,605.00	\$ 503.50	\$ 2,014.00
18	Alternate - Unit 18 US Motor	EA	4	\$ 413.00	\$ 1,652.00	\$ 401.25	\$ 1,605.00	\$ 503.50	\$ 2,014.00
19	Alternate - Unit 19 Kohler	EA	4	\$ 413.00	\$ 1,652.00	\$ 267.50	\$ 1,070.00	\$ 503.50	\$ 2,014.00
20	Alternate - Unit 20 Kohler	EA	4	\$ 413.00	\$ 1,652.00	\$ 267.50	\$ 1,070.00	\$ 503.50	\$ 2,014.00
Section 2 - Additional Services Including Labor Total									
Unit 1 - Cummins									

				Genserve, LLC		Interstate Powersystems		Charles Equipment Energy Systems LLC.		
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	
21	Complete system Infrared Inspection engine to transfer switch					\$ 25.00		\$ 267.50		\$ 232.50
	Emission Test					\$ 25.00		\$ 267.50		\$ 155.00
	Mega ohm meter Test of Strator, Rotor and Exciter					\$ 25.00		\$ 267.50		\$ 620.00
	Oil and Filter Change					\$ 484.00		\$ 1,476.74		\$ 1,094.65
	Fuel Filters					\$ 40.00		\$ 187.89		\$ 173.20
	Anti-Freeze Test					\$ 75.00		\$ 45.89		\$ 38.25
	Lube Oil Test					\$ 50.00		\$ 41.83		\$ 35.85
	Fuel Sample Test					\$ 225.00		\$ 68.43		\$ 272.25
	4-hour Load Blank Test					\$ 1,091.00		\$ 1,277.50		\$ 1,230.00
	Single hour Load Blank Test				\$ 645.00		\$ 876.25		\$ 765.00	
	Vibration Test					\$ 25.00		\$ 133.75		\$ 310.00
	Flush, Drain, and Fill Coolant					\$ 1,634.00		\$ 901.83		\$ 1,425.50
	Valve Clearance					\$ 25.00		\$ 1,031.11		\$ 820.00
	Torque Bolts					\$ 25.00		\$ 133.75		\$ 310.00
	Replace Belts					\$ 865.00		\$ 733.47		\$ 519.16
	Replace Air Filters					\$ 396.00		\$ 298.21		\$ 163.37
Unit 2 - Onan/Cummins										
22	Complete system Infrared Inspection engine to transfer switch					\$ 25.00		\$ 267.50		\$ 232.50
	Emission Test					\$ 25.00		\$ 267.50		\$ 155.00
	Mega ohm meter Test of Strator, Rotor and Exciter					\$ 25.00		\$ 401.25		\$ 620.00
	Oil and Filter Change					\$ 537.00		\$ 1,234.96		\$ 470.40
	Fuel Filters					\$ 36.00		\$ 157.15		\$ 51.83
	Anti-Freeze Test					\$ 75.00		\$ 45.89		\$ 38.50
	Lube Oil Test					\$ 50.00		\$ 41.83		\$ 35.85
	Fuel Sample Test					\$ 225.00		\$ 68.43		\$ 272.25
	4-hour Load Blank Test					\$ 967.00		\$ 2,200.00		\$ 1,005.00
	Single hour Load Blank Test				\$ 483.00		\$ 1,685.00		\$ 540.00	
	Vibration Test					\$ 25.00		\$ 133.75		\$ 310.00
	Flush, Drain, and Fill Coolant					\$ 915.00		\$ 1,133.57		\$ 349.90
	Valve Clearance					\$ 25.00		\$ 581.93		\$ 430.00
	Torque Bolts					\$ 25.00		\$ 267.50		\$ 155.00

				Genserve, LLC		Interstate Powersystems		Charles Equipment Energy Systems LLC.		
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	
	Replace Belts				\$ 220.00		\$ 903.90		\$ 359.76	
	Replace Air Filters				\$ 75.00		\$ 188.68		\$ 42.67	
Unit 3 - Cummins										
23	Complete system Infrared Inspection engine to transfer switch					\$ 25.00		\$ 267.50		\$ 232.50
	Emission Test					\$ 25.00		\$ 267.50		\$ 155.00
	Mega ohm meter Test of Strator, Rotor and Exciter					\$ 25.00		\$ 267.50		\$ 620.00
	Oil and Filter Change					\$ 645.00		\$ 1,464.94		\$ 996.74
	Fuel Filters					\$ 28.00		\$ 208.85		\$ 50.15
	Anti-Freeze Test					\$ 75.00		\$ 45.89		\$ 38.50
	Lube Oil Test					\$ 50.00		\$ 41.83		\$ 35.85
	Fuel Sample Test					\$ 225.00		\$ 68.43		\$ 272.25
	4-hour Load Blank Test					\$ 1,021.00		\$ 1,427.50		\$ 1,230.00
	Single hour Load Blank Test				\$ 623.00		\$ 1,026.25		\$ 765.00	
	Vibration Test					\$ 25.00		\$ 133.75		\$ 310.00
	Flush, Drain, and Fill Coolant					\$ 1,211.00		\$ 647.47		\$ 770.82
	Valve Clearance					\$ 25.00		\$ 614.14		\$ 620.00
	Torque Bolts					\$ 25.00		\$ 133.75		\$ 155.00
	Replace Belts					\$ 182.00		\$ 560.56		\$ 765.00
	Replace Air Filters					\$ 137.00		\$ 219.71		\$ 90.26
Unit 4 - Caterpillar										
24	Complete system Infrared Inspection engine to transfer switch					\$ 25.00		\$ 267.50		\$ 232.50
	Emission Test					\$ 25.00		\$ 267.50		\$ 155.00
	Mega ohm meter Test of Strator, Rotor and Exciter					\$ 25.00		\$ 267.50		\$ 620.00
	Oil and Filter Change					\$ 1,575.00		\$ 2,096.67		\$ 1,797.37
	Fuel Filters					\$ 177.00		\$ 229.01		\$ 234.65
	Anti-Freeze Test					\$ 75.00		\$ 45.89		\$ 38.50
	Lube Oil Test					\$ 50.00		\$ 41.83		\$ 35.85
	Fuel Sample Test					\$ 225.00		\$ 68.43		\$ 272.25
	4-hour Load Blank Test					\$ 1,129.00		\$ 1,251.25		\$ 1,212.50
	Single hour Load Blank Test				\$ 752.00		\$ 850.00		\$ 912.50	
	Vibration Test					\$ 25.00		\$ 133.75		\$ 310.00

				Genserve, LLC		Interstate Powersystems		Charles Equipment Energy Systems LLC.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
	Flush, Drain, and Fill Coolant				\$ 1,612.00		\$ 1,342.33		\$ 1,717.16
	Valve Clearance				\$ 25.00		\$ 535.00		\$ 720.00
	Torque Bolts				\$ 25.00		\$ 133.75		\$ 155.00
	Replace Belts				\$ 503.00		\$ 702.66		\$ 635.45
	Replace Air Filters				\$ 209.00		\$ 376.61		\$ 231.38
Unit 5 - Perkins									
25	Complete system Infrared Inspection engine to transfer switch				\$ 25.00		\$ 267.50		\$ 232.50
	Emission Test				\$ 25.00		\$ 267.50		\$ 155.00
	Mega ohm meter Test of Strator, Rotor and Exciter				\$ 25.00		\$ 267.50		\$ 620.00
	Oil and Filter Change				\$ 1,575.00		\$ 1,090.47		\$ 622.32
	Fuel Filters				\$ 35.00		\$ 217.01		\$ 108.03
	Anti-Freeze Test				\$ 75.00		\$ 45.89		\$ 38.50
	Lube Oil Test				\$ 50.00		\$ 41.83		\$ 35.85
	Fuel Sample Test				\$ 225.00		\$ 68.43		\$ 272.25
	4-hour Load Blank Test				\$ 1,129.00		\$ 1,296.25		\$ 1,180.00
	Single hour Load Blank Test			\$ 752.00		\$ 895.00		\$ 870.00	
	Vibration Test				\$ 25.00		\$ 133.75		\$ 310.00
	Flush, Drain, and Fill Coolant				\$ 913.00		\$ 699.16		\$ 775.61
	Valve Clearance				\$ 25.00		\$ 683.66		\$ 632.00
	Torque Bolts				\$ 25.00		\$ 133.75		\$ 155.00
	Replace Belts				\$ 108.00		\$ 626.31		\$ 562.95
	Replace Air Filters				\$ 56.00		\$ 256.85		\$ 128.18
Unit 6 - Caterpillar									
26	Complete system Infrared Inspection engine to transfer switch				\$ 25.00		\$ 267.50		\$ 620.00
	Emission Test				\$ 25.00		\$ 267.50		\$ 155.00
	Mega ohm meter Test of Strator, Rotor and Exciter				\$ 25.00		\$ 401.25		\$ 620.00
	Oil and Filter Change				\$ 1,575.00		\$ 2,568.63		\$ 1,893.63
	Fuel Filters				\$ 101.00		\$ 150.88		\$ 57.23
	Anti-Freeze Test				\$ 75.00		\$ 45.89		\$ 38.50
	Lube Oil Test				\$ 50.00		\$ 41.83		\$ 35.85
	Fuel Sample Test				\$ 225.00		\$ 68.43		\$ 272.25

				Genserve, LLC		Interstate Powersystems		Charles Equipment Energy Systems LLC.		
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	
26	4-hour Load Blank Test					\$ 1,290.00		\$ 1,732.50		\$ 2,285.00
	Single hour Load Blank Test				\$ 940.00			\$ 1,197.50		\$ 1,355.00
	Vibration Test					\$ 25.00		\$ 133.75		\$ 310.00
	Flush, Drain, and Fill Coolant					\$ 2,064.00		\$ 1,877.33		\$ 2,341.00
	Valve Clearance					\$ 25.00		\$ 682.70		\$ 1,117.57
	Torque Bolts					\$ 25.00		\$ 267.50		\$ 155.00
	Replace Belts					\$ 930.00		\$ 968.79		\$ 1,205.01
	Replace Air Filters					\$ 396.00		\$ 376.72		\$ 246.43
Unit 7 - Caterpillar Engineering										
27	Complete system Infrared Inspection engine to transfer switch					\$ 25.00		\$ 267.50		\$ 620.00
	Emission Test					\$ 25.00		\$ 267.50		\$ 155.00
	Mega ohm meter Test of Strator, Rotor and Exciter					\$ 25.00		\$ 401.25		\$ 620.00
	Oil and Filter Change					\$ 1,575.00		\$ 2,568.63		\$ 1,893.63
	Fuel Filters					\$ 112.00		\$ 150.88		\$ 57.23
	Anti-Freeze Test					\$ 75.00		\$ 45.89		\$ 38.57
	Lube Oil Test					\$ 50.00		\$ 41.83		\$ 35.85
	Fuel Sample Test					\$ 225.00		\$ 68.43		\$ 272.25
	4-hour Load Blank Test					\$ 1,263.00	\$ 1,732.50	\$ 2,285.00		
	Single hour Load Blank Test				\$ 940.00		\$ 1,197.50		\$ 1,355.00	
	Vibration Test					\$ 25.00		\$ 133.75		\$ 310.00
	Flush, Drain, and Fill Coolant					\$ 2,064.00		\$ 1,877.33		\$ 2,341.00
	Valve Clearance					\$ 25.00		\$ 682.70		\$ 1,117.57
	Torque Bolts					\$ 25.00		\$ 267.50		\$ 155.00
	Replace Belts					\$ 930.00		\$ 968.79		\$ 1,205.01
	Replace Air Filters					\$ 405.00		\$ 376.72		\$ 246.43
Unit 8 - Caterpillar										
	Complete system Infrared Inspection engine to transfer switch					\$ 25.00		\$ 267.50		\$ 620.00
	Emission Test					\$ 25.00		\$ 267.50		\$ 155.00
	Mega ohm meter Test of Strator, Rotor and Exciter					\$ 25.00		\$ 267.50		\$ 620.00
	Oil and Filter Change					\$ 725.00		\$ 1,330.27		\$ 895.10
	Fuel Filters					\$ 54.00		\$ 168.01		\$ 114.46

				Genserve, LLC		Interstate Powersystems		Charles Equipment Energy Systems LLC.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
28	Anti-Freeze Test				\$ 75.00		\$ 45.89		\$ 38.57
	Lube Oil Test				\$ 50.00		\$ 41.83		\$ 35.85
	Fuel Sample Test				\$ 225.00		\$ 68.43		\$ 272.25
	4-hour Load Blank Test				\$ 994.00		\$ 1,090.00		\$ 1,415.00
	Single hour Load Blank Test			\$ 645.00		\$ 688.75		\$ 795.00	
	Vibration Test				\$ 25.00		\$ 133.75		\$ 310.00
	Flush, Drain, and Fill Coolant				\$ 1,075.00		\$ 1,342.33		\$ 1,638.50
	Valve Clearance				\$ 25.00		\$ 615.57		\$ 820.00
	Torque Bolts				\$ 25.00		\$ 133.75		\$ 155.00
	Replace Belts				\$ 107.00		\$ 701.29		\$ 504.79
	Replace Air Filters				\$ 124.00		\$ 419.46		\$ 205.66
Unit 9 - Kohler									
29	Complete system Infrared Inspection engine to transfer switch				\$ 25.00		\$ 267.50		\$ 232.50
	Emission Test				\$ 25.00		\$ 267.50		\$ 155.00
	Mega ohm meter Test of Strator, Rotor and Exciter				\$ 25.00		\$ 267.50		\$ 620.00
	Oil and Filter Change				\$ 392.00		\$ 1,095.01		\$ 477.47
	Fuel Filters				\$ 26.00		\$ 152.49		\$ 98.74
	Anti-Freeze Test				\$ 75.00		\$ 45.89		\$ 38.57
	Lube Oil Test				\$ 50.00		\$ 41.83		\$ 35.85
	Fuel Sample Test				\$ 225.00		\$ 68.43		\$ 272.25
	4-hour Load Blank Test				\$ 1,021.00		\$ 977.50		\$ 1,030.00
	Single hour Load Blank Test			\$ 645.00		\$ 576.25		\$ 565.00	
	Vibration Test				\$ 25.00		\$ 133.75		\$ 310.00
	Flush, Drain, and Fill Coolant				\$ 591.00		\$ 737.21		\$ 1,050.00
	Valve Clearance				\$ 25.00		\$ 533.10		\$ 630.80
	Torque Bolts				\$ 25.00		\$ 133.75		\$ 155.00
	Replace Belts				\$ 376.00		\$ 595.86		\$ 493.07
	Replace Air Filters				\$ 155.00		\$ 255.68		\$ 35.92
Unit 10 - Kohler									
	Complete system Infrared Inspection engine to transfer switch				\$ 25.00		\$ 267.50		\$ 232.50
	Emission Test				\$ 25.00		\$ 267.50		\$ 155.00

				Genserve, LLC		Interstate Powersystems		Charles Equipment Energy Systems LLC.		
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	
30	Mega ohm meter Test of Strator, Rotor and Exciter					\$ 25.00		\$ 267.50		\$ 620.00
	Oil and Filter Change					\$ 392.00		\$ 1,057.30		\$ 436.50
	Fuel Filters					\$ 26.00		\$ 152.49		\$ 98.74
	Anti-Freeze Test					\$ 75.00		\$ 45.89		\$ 38.57
	Lube Oil Test					\$ 50.00		\$ 41.83		\$ 35.85
	Fuel Sample Test					\$ 225.00		\$ 68.43		\$ 272.25
	4-hour Load Blank Test					\$ 1,021.00		\$ 1,015.00		\$ 1,055.00
	Single hour Load Blank Test				\$ 645.00		\$ 613.75		\$ 590.00	
	Vibration Test					\$ 25.00		\$ 133.75		\$ 310.00
	Flush, Drain, and Fill Coolant					\$ 591.00		\$ 737.21		\$ 1,050.00
	Valve Clearance					\$ 25.00		\$ 563.11		\$ 662.10
	Torque Bolts					\$ 25.00		\$ 133.75		\$ 155.00
	Replace Belts					\$ 376.00		\$ 724.96		\$ 521.14
	Replace Air Filters					\$ 155.00		\$ 289.85		\$ 167.08
Unit 11 - Allis Chalmers Engine										
31	Complete system Infrared Inspection engine to transfer switch					\$ 25.00		\$ 267.50		\$ 232.50
	Emission Test					\$ 25.00		\$ 267.50		\$ 155.00
	Mega ohm meter Test of Strator, Rotor and Exciter					\$ 25.00		\$ 267.50		\$ 620.00
	Oil and Filter Change					\$ 522.00		\$ 1,189.11		\$ 437.28
	Fuel Filters					\$ 26.00		\$ 152.24		\$ 99.79
	Anti-Freeze Test					\$ 75.00		\$ 45.89		\$ 38.57
	Lube Oil Test					\$ 50.00		\$ 41.83		\$ 35.85
	Fuel Sample Test					\$ 225.00		\$ 68.43		\$ 272.50
	4-hour Load Blank Test					\$ 1,021.00		\$ 1,015.00		\$ 1,055.00
	Single hour Load Blank Test				\$ 645.00		\$ 613.75		\$ 590.00	
	Vibration Test					\$ 25.00		\$ 133.75		\$ 310.00
	Flush, Drain, and Fill Coolant					\$ 591.00		\$ 1,113.11		\$ 1,050.00
	Valve Clearance					\$ 25.00		\$ 577.86		\$ 620.00
	Torque Bolts					\$ 25.00		\$ 133.75		\$ 155.00
Replace Belts					\$ 376.00	\$ 655.47		\$ 510.00		
Replace Air Filters					\$ 155.00	\$ 419.46		\$ 115.33		

				Genserve, LLC		Interstate Powersystems		Charles Equipment Energy Systems LLC.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
Unit 12 - Caterpillar									
32	Complete system Infrared Inspection engine to transfer switch				\$ 25.00		\$ 267.50		\$ 232.50
	Emission Test				\$ 25.00		\$ 267.50		\$ 155.00
	Mega ohm meter Test of Strator, Rotor and Exciter				\$ 25.00		\$ 267.50		\$ 620.00
	Oil and Filter Change				\$ 553.00		\$ 938.43		\$ 433.08
	Fuel Filters				\$ 48.00		\$ 148.28		\$ 62.06
	Anti-Freeze Test				\$ 75.00		\$ 45.89		\$ 38.57
	Lube Oil Test				\$ 50.00		\$ 41.83		\$ 35.85
	Fuel Sample Test				\$ 225.00		\$ 68.43		\$ 272.25
	4-hour Load Blank Test				\$ 887.00		\$ 921.25		\$ 980.00
	Single hour Load Blank Test			\$ 376.00		\$ 520.00		\$ 515.00	
	Vibration Test				\$ 25.00		\$ 133.75		\$ 310.00
	Flush, Drain, and Fill Coolant				\$ 591.00		\$ 676.99		\$ 757.50
	Valve Clearance				\$ 25.00		\$ 556.54		\$ 682.20
	Torque Bolts				\$ 25.00		\$ 133.75		\$ 155.00
	Replace Belts				\$ 376.00		\$ 582.31		\$ 400.54
	Replace Air Filters				\$ 116.00		\$ 177.12		\$ 44.52
Unit 13 - Olympian									
33	Complete system Infrared Inspection engine to transfer switch				\$ 25.00		\$ 267.50		\$ 232.50
	Emission Test				\$ 25.00		\$ 267.50		\$ 155.00
	Mega ohm meter Test of Strator, Rotor and Exciter				\$ 25.00		\$ 267.50		\$ 620.00
	Oil and Filter Change				\$ 322.00		\$ 580.20		\$ 324.41
	Fuel Filters				\$ 54.00		N/A		N/A
	Anti-Freeze Test				\$ 75.00		\$ 45.89		\$ 38.57
	Lube Oil Test				\$ 50.00		\$ 41.83		\$ 35.85
	Fuel Sample Test				\$ 225.00		\$ 68.43		N/A
	4-hour Load Blank Test				\$ 806.00		\$ 713.75		\$ 797.00
	Single hour Load Blank Test			\$ 322.00		\$ 312.50		\$ 409.50	
	Vibration Test				\$ 25.00		\$ 133.75		\$ 310.00
	Flush, Drain, and Fill Coolant				\$ 381.00		\$ 640.19		\$ 390.10
	Valve Clearance				\$ 25.00		\$ 301.06		\$ 476.25

				Genserve, LLC		Interstate Powersystems		Charles Equipment Energy Systems LLC.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
	Torque Bolts				\$ 25.00		\$ 133.75		\$ 155.00
	Replace Belts				\$ 327.00		\$ 310.36		\$ 333.95
	Replace Air Filters				\$ 113.00		\$ 176.61		\$ 22.98
Unit 14 - Onan									
34	Complete system Infrared Inspection engine to transfer switch				\$ 25.00		\$ 267.50		\$ 232.50
	Emission Test				\$ 25.00		\$ 267.50		\$ 155.00
	Mega ohm meter Test of Strator, Rotor and Exciter				\$ 25.00		\$ 267.50		\$ 310.00
	Oil and Filter Change				\$ 284.00		\$ 575.50		\$ 192.98
	Fuel Filters				\$ 38.00		N/A		N/A
	Anti-Freeze Test				\$ 75.00		\$ 45.89		N/A
	Lube Oil Test				\$ 50.00		\$ 41.83		\$ 35.85
	Fuel Sample Test				\$ 225.00		\$ 68.43		N/A
	4-hour Load Blank Test				\$ 806.00		\$ 708.75		\$ 790.00
	Single hour Load Blank Test			\$ 322.00		\$ 307.50		\$ 465.00	
	Vibration Test				\$ 25.00		\$ 133.75		\$ 310.00
	Flush, Drain, and Fill Coolant				N/A		\$ 535.00		N/A
	Valve Clearance				\$ 25.00		\$ 296.04		\$ 175.00
	Torque Bolts				\$ 25.00		\$ 133.75		\$ 155.00
	Replace Belts				\$ 198.00		\$ 310.36		N/A
	Replace Air Filters				\$ 75.00		\$ 180.42		\$ 47.89
Unit 15 - Cummins									
35	Complete system Infrared Inspection engine to transfer switch				\$ 25.00		\$ 267.50		\$ 232.50
	Emission Test				\$ 25.00		\$ 267.50		\$ 155.00
	Mega ohm meter Test of Strator, Rotor and Exciter				\$ 25.00		\$ 267.50		\$ 310.00
	Oil and Filter Change				\$ 387.00		\$ 937.50		\$ 430.34
	Fuel Filters				\$ 26.00		\$ 156.12		\$ 139.46
	Anti-Freeze Test				\$ 75.00		\$ 45.89		\$ 38.57
	Lube Oil Test				\$ 50.00		\$ 41.83		\$ 35.85
	Fuel Sample Test				\$ 225.00		\$ 68.43		\$ 272.25
	4-hour Load Blank Test				\$ 806.00		\$ 927.50		\$ 980.00
	Single hour Load Blank Test			\$ 322.00		\$ 526.25		\$ 515.00	

				Genserve, LLC		Interstate Powersystems		Charles Equipment Energy Systems LLC.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
	Vibration Test				\$ 25.00		\$ 133.75		\$ 310.00
	Flush, Drain, and Fill Coolant				\$ 306.00		\$ 651.59		\$ 855.00
	Valve Clearance				\$ 25.00		\$ 595.61		\$ 378.50
	Torque Bolts				\$ 25.00		\$ 133.75		\$ 155.00
	Replace Belts				\$ 188.00		\$ 589.36		\$ 364.42
	Replace Air Filters				\$ 112.00		\$ 197.12		\$ 66.54
Section 2 - Alternate Additional Services Including Labor Total									
Unit 16 - Spectrum / Detroit Diesel									
36	Complete system Infrared Inspection engine to transfer switch				\$ 25.00		\$ 267.50		\$ 232.50
	Emission Test				\$ 25.00		\$ 267.50		\$ 155.00
	Mega ohm meter Test of Strator, Rotor and Exciter				\$ 25.00		\$ 267.50		\$ 620.00
	Oil and Filter Change				\$ 258.00		\$ 596.00		\$ 445.34
	Fuel Filters				N/A		N/A		N/A
	Anti-Freeze Test				\$ 75.00		\$ 45.89		\$ 38.57
	Lube Oil Test				\$ 50.00		\$ 41.83		\$ 35.85
	Fuel Sample Test				\$ 225.00		\$ 68.43		N/A
	4-hour Load Blank Test				\$ 913.00		\$ 748.75		\$ 907.50
	Single hour Load Blank Test			\$ 349.00		\$ 347.50		\$ 597.50	
	Vibration Test				\$ 25.00		\$ 133.75		\$ 310.00
	Flush, Drain, and Fill Coolant				\$ 306.00		\$ 642.07		\$ 517.10
	Valve Clearance				\$ 25.00		\$ 304.30		\$ 620.00
	Torque Bolts				\$ 25.00		\$ 133.75		\$ 155.00
	Replace Belts				\$ 220.00		\$ 364.14		\$ 409.04
	Replace Air Filters				\$ 65.00		\$ 176.71		\$ 39.72
Unit 17 - Cummins Natural Gas									
	Complete system Infrared Inspection engine to transfer switch				\$ 25.00		\$ 267.50		\$ 232.50
	Emission Test				\$ 25.00		\$ 267.50		\$ 155.00
	Mega ohm meter Test of Strator, Rotor and Exciter				\$ 25.00		\$ 267.50		\$ 620.00
	Oil and Filter Change				\$ 279.00		\$ 1,200.14		\$ 563.98
	Fuel Filters				N/A		\$ 133.75		N/A
	Anti-Freeze Test				\$ 75.00		\$ 45.89		\$ 38.57

NO.	ITEM	UOM	QTY	Genserve, LLC		Interstate Powersystems		Charles Equipment Energy Systems LLC.	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
37	Lube Oil Test				\$ 50.00		\$ 41.83		\$ 35.85
	Fuel Sample Test				\$ 225.00		\$ 68.43		N/A
	4-hour Load Blank Test				\$ 1,053.00		\$ 952.50		\$ 992.50
	Single hour Load Blank Test			\$ 618.00		\$ 551.25		\$ 745.00	
	Vibration Test				\$ 25.00		\$ 133.75		\$ 310.00
	Flush, Drain, and Fill Coolant				\$ 591.00		\$ 613.53		\$ 775.50
	Valve Clearance				\$ 25.00		\$ 645.21		\$ 674.05
	Torque Bolts				\$ 25.00		\$ 133.75		\$ 155.00
	Replace Belts				\$ 220.00		\$ 597.79		\$ 470.53
	Replace Air Filters				\$ 65.00		\$ 276.61		\$ 193.23
Unit 18 - US Motor									
38	Complete system Infrared Inspection engine to transfer switch				\$ 25.00		\$ 267.50		\$ 232.50
	Emission Test				\$ 25.00		\$ 267.50		\$ 155.00
	Mega ohm meter Test of Strator, Rotor and Exciter				\$ 25.00		\$ 267.50		\$ 620.00
	Oil and Filter Change				\$ 349.00		\$ 802.50		\$ 622.50
	Fuel Filters				\$ 91.00		\$ 133.75		\$ 101.52
	Anti-Freeze Test				\$ 75.00		\$ 45.89		\$ 38.57
	Lube Oil Test				\$ 50.00		\$ 41.83		\$ 35.85
	Fuel Sample Test				\$ 225.00		\$ 68.43		\$ 272.25
	4-hour Load Blank Test				\$ 1,053.00		\$ 907.50		\$ 815.00
	Single hour Load Blank Test			\$ 376.00		\$ 506.25		\$ 582.50	
	Vibration Test				\$ 25.00		\$ 133.75		\$ 310.00
	Flush, Drain, and Fill Coolant				\$ 483.00		\$ 613.53		\$ 594.60
	Valve Clearance				\$ 25.00		\$ 645.21		\$ 479.68
	Torque Bolts				\$ 25.00		\$ 133.75		\$ 155.00
	Replace Belts				\$ 188.00		\$ 597.79		\$ 369.46
	Replace Air Filters				\$ 65.00		\$ 276.61		\$ 198.00
Unit 19 - Kohler									
	Complete system Infrared Inspection engine to transfer switch				\$ 25.00		\$ 267.50		\$ 232.50
	Emission Test				\$ 25.00		\$ 267.50		\$ 155.00
	Mega ohm meter Test of Strator, Rotor and Exciter				\$ 25.00		\$ 267.50		\$ 620.00

NO.	ITEM	UOM	QTY	Genserve, LLC		Interstate Powersystems		Charles Equipment Energy Systems LLC.	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
39	Oil and Filter Change				\$ 279.00		\$ 595.66		\$ 353.87
	Fuel Filters				N/A		N/A		N/A
	Anti-Freeze Test				\$ 75.00		\$ 45.89		\$ 38.57
	Lube Oil Test				\$ 50.00		\$ 41.83		\$ 35.85
	Fuel Sample Test				\$ 225.00		\$ 68.43		N/A
	4-hour Load Blank Test				\$ 1,053.00		\$ 723.75		\$ 805.00
	Single hour Load Blank Test			\$ 322.00		\$ 322.50		\$ 495.00	
	Vibration Test				\$ 25.00		\$ 133.75		\$ 310.00
	Flush, Drain, and Fill Coolant				\$ 483.00		\$ 642.07		\$ 585.90
	Valve Clearance				\$ 25.00		\$ 314.23		\$ 410.00
	Torque Bolts				\$ 25.00		\$ 133.75		\$ 155.00
	Replace Belts				\$ 107.00		\$ 295.64		\$ 343.37
	Replace Air Filters				\$ 161.00		\$ 146.44		\$ 33.38
Unit 20 - Kohler									
40	Complete system Infrared Inspection engine to transfer switch				\$ 25.00		\$ 267.50		\$ 232.50
	Emission Test				\$ 25.00		\$ 267.50		\$ 155.00
	Mega ohm meter Test of Strator, Rotor and Exciter				\$ 25.00		\$ 267.50		\$ 620.00
	Oil and Filter Change				\$ 279.00		\$ 595.66		\$ 431.37
	Fuel Filters				N/A		\$ 133.75		N/A
	Anti-Freeze Test				\$ 75.00		\$ 45.89		\$ 38.57
	Lube Oil Test				\$ 50.00		\$ 41.83		\$ 35.85
	Fuel Sample Test				\$ 225.00		\$ 68.43		\$ 272.25
	4-hour Load Blank Test				\$ 1,053.00		\$ 723.75		\$ 900.00
	Single hour Load Blank Test			\$ 349.00		\$ 322.50		\$ 492.50	
	Vibration Test				\$ 25.00		\$ 133.75		\$ 310.00
	Flush, Drain, and Fill Coolant				\$ 483.00		\$ 642.07		\$ 594.60
	Valve Clearance				\$ 25.00		\$ 314.23		\$ 310.00
	Torque Bolts				\$ 25.00		\$ 133.75		\$ 155.00
	Replace Belts				\$ 188.00		\$ 295.64		\$ 409.04
	Replace Air Filters				\$ 65.00		\$ 146.44		\$ 39.72

				Genserve, LLC		Interstate Powersystems		Charles Equipment Energy Systems LLC.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
SECTION 3									
Labor Rates for Services in Addition to those Listed Under Section 2.									
41	Hourly Rates - Normal Hours M - F 7:00 am - 4:00 pm	HR	48	\$ 165.00	\$ 7,920.00	\$ 140.00	\$ 6,720.00	\$ 160.00	\$ 7,680.00
42	Hourly Rates - Saturday and After Normal Hours M - F	HR	16	\$ 247.00	\$ 3,952.00	\$ 210.00	\$ 3,360.00	\$ 235.00	\$ 3,760.00
43	Hourly Rates - Sundays and Holidays	HR	16	\$ 330.00	\$ 5,280.00	\$ 280.00	\$ 4,480.00	\$ 345.00	\$ 5,520.00
44	Call Out Service Call Charge	EA	16	\$ -	\$ -	\$ 2.00	\$ 32.00	\$ 586.00	\$ 9,376.00
NO.	ITEM		EST. VALUE	% MARK-UP	EXTENDED PRICE	% MARK-UP	EXTENDED PRICE	% MARK-UP	EXTENDED PRICE
45	Parts Markup from Contractors Cost Two-Year Expenditure		\$10,000	66%	\$16,600	0%	\$10,000	20%	\$12,000
GRAND TOTAL					\$ 149,115.00		\$ 188,704.83		\$ 198,222.10

NOTES

1. Change in GenServe LLC Grand Total due to calculation error. Original bid from Genserve LLC submission \$138,044.00 is corrected to \$149,115.00.
2. Change in Interstate Power Systems Grand Total due to calculation error. Original bid from Interstate Power Systems submission of \$172,607.97 is corrected to \$188,704.83.

Bid Opening 9/14/2023 @ 2:30 PM	DW,RJ,VC
Invitations Sent	12
Total Vendors Requesting Documents	0
Total Bid Responses	3



444 Randy Road Carol Stream, IL 60188
(630) 462-7280 Fax (630) 462-7444

Addendum "A"

Standard Guarantee & Warranty Policy

All workmanship furnished under this contract shall be warranted by the contractor against defects, failure, improper performance and non-compliance with the contract documents for a period of 90 days after completion and acceptance of the work under this contract. Materials furnished under this contract are warranted by the original equipment manufacturer as per their respective expressed warranty. During the guarantee period, the Contractor shall repair and/or replace defects, at his/her option, when so mutually agreed upon.

_____: Initial

_____: Initial

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
Section 1 - Semi-Annual Inspection and Maintenance					
1	Unit 1 - Cummins	EA	4	\$ 413.00	\$ 1,652.00
2	Unit 2 - Onan/Cummins	EA	4	\$ 413.00	\$ 1,652.00
3	Unit 3 - Cummins	EA	4	\$ 413.00	\$ 1,652.00
4	Unit 4 - Caterpillar	EA	4	\$ 413.00	\$ 1,652.00
5	Unit 5 - Perkins	EA	4	\$ 413.00	\$ 1,652.00
6	Unit 6 - Caterpillar "A"	EA	4	\$ 413.00	\$ 1,652.00
7	Unit 7 - Caterpillar "B"	EA	4	\$ 413.00	\$ 1,652.00
8	Unit 8 - Caterpillar	EA	4	\$ 413.00	\$ 1,652.00
9	Unit 9 - Kohler	EA	4	\$ 413.00	\$ 1,652.00
10	Unit 10 - Kohler	EA	4	\$ 413.00	\$ 1,652.00
11	Unit 11 - Allis Chalmers	EA	4	\$ 413.00	\$ 1,652.00
12	Unit 12 - Caterpillar	EA	4	\$ 413.00	\$ 1,652.00
13	Unit 13 - Olympian	EA	4	\$ 413.00	\$ 1,652.00
14	Unit 14 - Onam	EA	4	\$ 413.00	\$ 1,652.00
15	Unit 15 - Cummins	EA	4	\$ 413.00	\$ 1,652.00
16	Alternate - Unit16	EA	4	\$ 413.00	\$ 1,652.00
17	Alternate - Unit 17 Cummins	EA	4	\$ 413.00	\$ 1,652.00
18	Alternate - Unit 18 US Motor	EA	4	\$ 413.00	\$ 1,652.00
19	Alternate - Unit 19 Kohler	EA	4	\$ 413.00	\$ 1,652.00
20	Alternate - Unit 20 Kohler	EA	4	\$ 413.00	\$ 1,652.00
Section 2 - Additional Services Including Labor Total					
Unit 1 - Cummins					
21	Complete system Infrared Inspection engine to transfer switch				\$ 25.00
	Emission Test				\$ 25.00
	Mega ohm meter Test of Strator, Rotor and Exciter				\$ 25.00
	Oil and Filter Change				\$ 484.00
	Fuel Filters				\$ 40.00
	Anti-Freeze Test				\$ 75.00
	Lube Oil Test				\$ 50.00
	Fuel Sample Test				\$ 225.00
	4-hour Load Blank Test				\$ 1,091.00
	Single hour Load Blank Test			645	
	Vibration Test				\$ 25.00

	Flush, Drain, and Fill Coolant	\$	1,634.00
	Valve Clearance	\$	25.00
	Torque Bolts	\$	25.00
	Replace Belts	\$	865.00
	Replace Air Filters	\$	396.00
Unit 2 - Onan/Cummins			
22	Complete system Infrared Inspection engine to transfer switch	\$	25.00
	Emission Test	\$	25.00
	Mega ohm meter Test of Strator, Rotor and Exciter	\$	25.00
	Oil and Filter Change	\$	537.00
	Fuel Filters	\$	36.00
	Anti-Freeze Test	\$	75.00
	Lube Oil Test	\$	50.00
	Fuel Sample Test	\$	225.00
	4-hour Load Blank Test	\$	967.00
	Single hour Load Blank Test	483	
	Vibration Test	\$	25.00
	Flush, Drain, and Fill Coolant	\$	915.00
	Valve Clearance	\$	25.00
	Torque Bolts	\$	25.00
	Replace Belts	\$	220.00
	Replace Air Filters	\$	75.00
Unit 3 - Cummins			
23	Complete system Infrared Inspection engine to transfer switch	\$	25.00
	Emission Test	\$	25.00
	Mega ohm meter Test of Strator, Rotor and Exciter	\$	25.00
	Oil and Filter Change	\$	645.00
	Fuel Filters	\$	28.00
	Anti-Freeze Test	\$	75.00
	Lube Oil Test	\$	50.00
	Fuel Sample Test	\$	225.00
	4-hour Load Blank Test	\$	1,021.00
	Single hour Load Blank Test	623	
	Vibration Test	\$	25.00
	Flush, Drain, and Fill Coolant	\$	1,211.00
	Valve Clearance	\$	25.00
	Torque Bolts	\$	25.00

	Replace Belts	\$	182.00
	Replace Air Filters	\$	137.00
Unit 4 - Caterpillar			
24	Complete system Infrared Inspection engine to transfer switch	\$	25.00
	Emission Test	\$	25.00
	Mega ohm meter Test of Strator, Rotor and Exciter	\$	25.00
	Oil and Filter Change	\$	1,575.00
	Fuel Filters	\$	177.00
	Anti-Freeze Test	\$	75.00
	Lube Oil Test	\$	50.00
	Fuel Sample Test	\$	225.00
	4-hour Load Blank Test	\$	1,129.00
	Single hour Load Blank Test	752	
	Vibration Test	\$	25.00
	Flush, Drain, and Fill Coolant	\$	1,612.00
	Valve Clearance	\$	25.00
	Torque Bolts	\$	25.00
	Replace Belts	\$	503.00
	Replace Air Filters	\$	209.00
Unit 5 - Perkins			
25	Complete system Infrared Inspection engine to transfer switch	\$	25.00
	Emission Test	\$	25.00
	Mega ohm meter Test of Strator, Rotor and Exciter	\$	25.00
	Oil and Filter Change	\$	1,575.00
	Fuel Filters	\$	35.00
	Anti-Freeze Test	\$	75.00
	Lube Oil Test	\$	50.00
	Fuel Sample Test	\$	225.00
	4-hour Load Blank Test	\$	1,129.00
	Single hour Load Blank Test	752	
	Vibration Test	\$	25.00
	Flush, Drain, and Fill Coolant	\$	913.00
	Valve Clearance	\$	25.00
	Torque Bolts	\$	25.00
	Replace Belts	\$	108.00
	Replace Air Filters	\$	56.00
Unit 6 - Caterpillar			

26	Complete system Infrared Inspection engine to transfer switch		\$	25.00
	Emission Test		\$	25.00
	Mega ohm meter Test of Strator, Rotor and Exciter		\$	25.00
	Oil and Filter Change		\$	1,575.00
	Fuel Filters		\$	101.00
	Anti-Freeze Test		\$	75.00
	Lube Oil Test		\$	50.00
	Fuel Sample Test		\$	225.00
	4-hour Load Blank Test		\$	1,290.00
	Single hour Load Blank Test	940		
	Vibration Test		\$	25.00
	Flush, Drain, and Fill Coolant		\$	2,064.00
	Valve Clearance		\$	25.00
	Torque Bolts		\$	25.00
	Replace Belts		\$	930.00
	Replace Air Filters		\$	396.00
Unit 7 - Caterpillar Engineering				
27	Complete system Infrared Inspection engine to transfer switch		\$	25.00
	Emission Test		\$	25.00
	Mega ohm meter Test of Strator, Rotor and Exciter		\$	25.00
	Oil and Filter Change		\$	1,575.00
	Fuel Filters		\$	112.00
	Anti-Freeze Test		\$	75.00
	Lube Oil Test		\$	50.00
	Fuel Sample Test		\$	225.00
	4-hour Load Blank Test		\$	1,263.00
	Single hour Load Blank Test	940		
	Vibration Test		\$	25.00
	Flush, Drain, and Fill Coolant		\$	2,064.00
	Valve Clearance		\$	25.00
	Torque Bolts		\$	25.00
	Replace Belts		\$	930.00
	Replace Air Filters		\$	405.00
Unit 8 - Caterpillar				
	Complete system Infrared Inspection engine to transfer switch		\$	25.00
	Emission Test		\$	25.00
	Mega ohm meter Test of Strator, Rotor and Exciter		\$	25.00

28	Oil and Filter Change	\$	725.00
	Fuel Filters	\$	54.00
	Anti-Freeze Test	\$	75.00
	Lube Oil Test	\$	50.00
	Fuel Sample Test	\$	225.00
	4-hour Load Blank Test	\$	994.00
	Single hour Load Blank Test	645	
	Vibration Test	\$	25.00
	Flush, Drain, and Fill Coolant	\$	1,075.00
	Valve Clearance	\$	25.00
	Torque Bolts	\$	25.00
	Replace Belts	\$	107.00
	Replace Air Filters	\$	124.00
Unit 9 - Kohler			
29	Complete system Infrared Inspection engine to transfer switch	\$	25.00
	Emission Test	\$	25.00
	Mega ohm meter Test of Strator, Rotor and Exciter	\$	25.00
	Oil and Filter Change	\$	392.00
	Fuel Filters	\$	26.00
	Anti-Freeze Test	\$	75.00
	Lube Oil Test	\$	50.00
	Fuel Sample Test	\$	225.00
	4-hour Load Blank Test	\$	1,021.00
	Single hour Load Blank Test	645	
	Vibration Test	\$	25.00
	Flush, Drain, and Fill Coolant	\$	591.00
	Valve Clearance	\$	25.00
	Torque Bolts	\$	25.00
	Replace Belts	\$	376.00
	Replace Air Filters	\$	155.00
Unit 10 - Kohler			
	Complete system Infrared Inspection engine to transfer switch	\$	25.00
	Emission Test	\$	25.00
	Mega ohm meter Test of Strator, Rotor and Exciter	\$	25.00
	Oil and Filter Change	\$	392.00
	Fuel Filters	\$	26.00
	Anti-Freeze Test	\$	75.00

30	Lube Oil Test		\$	50.00
	Fuel Sample Test		\$	225.00
	4-hour Load Blank Test		\$	1,021.00
	Single hour Load Blank Test	645		
	Vibration Test		\$	25.00
	Flush, Drain, and Fill Coolant		\$	591.00
	Valve Clearance		\$	25.00
	Torque Bolts		\$	25.00
	Replace Belts		\$	376.00
	Replace Air Filters		\$	155.00
Unit 11 - Allis Chalmers Engine				
31	Complete system Infrared Inspection engine to transfer switch		\$	25.00
	Emission Test		\$	25.00
	Mega ohm meter Test of Strator, Rotor and Exciter		\$	25.00
	Oil and Filter Change		\$	522.00
	Fuel Filters		\$	26.00
	Anti-Freeze Test		\$	75.00
	Lube Oil Test		\$	50.00
	Fuel Sample Test		\$	225.00
	4-hour Load Blank Test		\$	1,021.00
	Single hour Load Blank Test	645		
	Vibration Test		\$	25.00
	Flush, Drain, and Fill Coolant		\$	591.00
	Valve Clearance		\$	25.00
	Torque Bolts		\$	25.00
	Replace Belts		\$	376.00
Replace Air Filters		\$	155.00	
Unit 12 - Caterpillar				
32	Complete system Infrared Inspection engine to transfer switch		\$	25.00
	Emission Test		\$	25.00
	Mega ohm meter Test of Strator, Rotor and Exciter		\$	25.00
	Oil and Filter Change		\$	553.00
	Fuel Filters		\$	48.00
	Anti-Freeze Test		\$	75.00
	Lube Oil Test		\$	50.00
	Fuel Sample Test		\$	225.00
	4-hour Load Blank Test		\$	887.00

	Single hour Load Blank Test	376	
	Vibration Test		\$ 25.00
	Flush, Drain, and Fill Coolant		\$ 591.00
	Valve Clearance		\$ 25.00
	Torque Bolts		\$ 25.00
	Replace Belts		\$ 376.00
	Replace Air Filters		\$ 116.00
Unit 13 - Olympian			
33	Complete system Infrared Inspection engine to transfer switch		\$ 25.00
	Emission Test		\$ 25.00
	Mega ohm meter Test of Strator, Rotor and Exciter		\$ 25.00
	Oil and Filter Change		\$ 322.00
	Fuel Filters		\$ 54.00
	Anti-Freeze Test		\$ 75.00
	Lube Oil Test		\$ 50.00
	Fuel Sample Test		\$ 225.00
	4-hour Load Blank Test		\$ 806.00
	Single hour Load Blank Test	322	
	Vibration Test		\$ 25.00
	Flush, Drain, and Fill Coolant		\$ 381.00
	Valve Clearance		\$ 25.00
	Torque Bolts		\$ 25.00
	Replace Belts		\$ 327.00
	Replace Air Filters		\$ 113.00
Unit 14 - Onan			
34	Complete system Infrared Inspection engine to transfer switch		\$ 25.00
	Emission Test		\$ 25.00
	Mega ohm meter Test of Strator, Rotor and Exciter		\$ 25.00
	Oil and Filter Change		\$ 284.00
	Fuel Filters		\$ 38.00
	Anti-Freeze Test		\$ 75.00
	Lube Oil Test		\$ 50.00
	Fuel Sample Test		\$ 225.00
	4-hour Load Blank Test		\$ 806.00
	Single hour Load Blank Test	322	
	Vibration Test		\$ 25.00
	Flush, Drain, and Fill Coolant		N/A

	Valve Clearance	\$	25.00
	Torque Bolts	\$	25.00
	Replace Belts	\$	198.00
	Replace Air Filters	\$	75.00
Unit 15 - Cummins			
35	Complete system Infrared Inspection engine to transfer switch	\$	25.00
	Emission Test	\$	25.00
	Mega ohm meter Test of Strator, Rotor and Exciter	\$	25.00
	Oil and Filter Change	\$	387.00
	Fuel Filters	\$	26.00
	Anti-Freeze Test	\$	75.00
	Lube Oil Test	\$	50.00
	Fuel Sample Test	\$	225.00
	4-hour Load Blank Test	\$	806.00
	Single hour Load Blank Test	322	
	Vibration Test	\$	25.00
	Flush, Drain, and Fill Coolant	\$	306.00
	Valve Clearance	\$	25.00
	Torque Bolts	\$	25.00
	Replace Belts	\$	188.00
	Replace Air Filters	\$	112.00
Section 2 - Alternate Additional Services Including Labor Total			
Unit 16 - Spectrum / Detroit Diesel			
36	Complete system Infrared Inspection engine to transfer switch	\$	25.00
	Emission Test	\$	25.00
	Mega ohm meter Test of Strator, Rotor and Exciter	\$	25.00
	Oil and Filter Change	\$	258.00
	Fuel Filters	NA	
	Anti-Freeze Test	\$	75.00
	Lube Oil Test	\$	50.00
	Fuel Sample Test	\$	225.00
	4-hour Load Blank Test	\$	913.00
	Single hour Load Blank Test	349	
	Vibration Test	\$	25.00
	Flush, Drain, and Fill Coolant	\$	306.00
	Valve Clearance	\$	25.00
	Torque Bolts	\$	25.00

	Replace Belts	\$	220.00
	Replace Air Filters	\$	65.00
Unit 17 - Cummins Natural Gas			
37	Complete system Infrared Inspection engine to transfer switch	\$	25.00
	Emission Test	\$	25.00
	Mega ohm meter Test of Strator, Rotor and Exciter	\$	25.00
	Oil and Filter Change	\$	279.00
	Fuel Filters	NA	
	Anti-Freeze Test	\$	75.00
	Lube Oil Test	\$	50.00
	Fuel Sample Test	\$	225.00
	4-hour Load Blank Test	\$	1,053.00
	Single hour Load Blank Test	618	
	Vibration Test	\$	25.00
	Flush, Drain, and Fill Coolant	\$	591.00
	Valve Clearance	\$	25.00
	Torque Bolts	\$	25.00
	Replace Belts	\$	220.00
	Replace Air Filters	\$	65.00
Unit 18 - US Motor			
38	Complete system Infrared Inspection engine to transfer switch	\$	25.00
	Emission Test	\$	25.00
	Mega ohm meter Test of Strator, Rotor and Exciter	\$	25.00
	Oil and Filter Change	\$	349.00
	Fuel Filters	\$	91.00
	Anti-Freeze Test	\$	75.00
	Lube Oil Test	\$	50.00
	Fuel Sample Test	\$	225.00
	4-hour Load Blank Test	\$	1,053.00
	Single hour Load Blank Test	376	
	Vibration Test	\$	25.00
	Flush, Drain, and Fill Coolant	\$	483.00
	Valve Clearance	\$	25.00
	Torque Bolts	\$	25.00
	Replace Belts	\$	188.00
	Replace Air Filters	\$	65.00
Unit 19 - Kohler			

39	Complete system Infrared Inspection engine to transfer switch			\$	25.00
	Emission Test			\$	25.00
	Mega ohm meter Test of Strator, Rotor and Exciter			\$	25.00
	Oil and Filter Change			\$	279.00
	Fuel Filters			NA	
	Anti-Freeze Test			\$	75.00
	Lube Oil Test			\$	50.00
	Fuel Sample Test			\$	225.00
	4-hour Load Blank Test			\$	1,053.00
	Single hour Load Blank Test		322		
	Vibration Test			\$	25.00
	Flush, Drain, and Fill Coolant			\$	483.00
	Valve Clearance			\$	25.00
	Torque Bolts			\$	25.00
	Replace Belts			\$	107.00
	Replace Air Filters			\$	161.00
Unit 20 - Kohler					
40	Complete system Infrared Inspection engine to transfer switch			\$	25.00
	Emission Test			\$	25.00
	Mega ohm meter Test of Strator, Rotor and Exciter			\$	25.00
	Oil and Filter Change			\$	279.00
	Fuel Filters			NA	
	Anti-Freeze Test			\$	75.00
	Lube Oil Test			\$	50.00
	Fuel Sample Test			\$	225.00
	4-hour Load Blank Test			\$	1,053.00
	Single hour Load Blank Test		349		
	Vibration Test			\$	25.00
	Flush, Drain, and Fill Coolant			\$	483.00
	Valve Clearance			\$	25.00
	Torque Bolts			\$	25.00
	Replace Belts			\$	188.00
	Replace Air Filters			\$	65.00
SECTION 3					
Labor Rates for Services in Addition to those Listed Under Section 2.					
41	Hourly Rates - Normal Hours M - F 7:00 am - 4:00 pm	HR	48	\$ 165.00	\$ 7,920.00

42	Hourly Rates - Saturday and After Normal Hours M - F	HR	16	\$ 247.00	\$ 3,952.00
43	Hourly Rates - Sundays and Holidays	HR	16	\$ 330.00	\$ 5,280.00
44	Call Out Service Call Charge	EA	16	* See Below0	\$ -
NO.	ITEM		EST. VALUE	% MARK-UP	EXTENDED PRICE
45	Parts Markup from Contractors Cost Two-Year Expenditure		\$10,000	66%	\$16,600
GRAND TOTAL					\$ 138,044.00
GRAND TOTAL (In words) One hundred thirty-eight thousand, forty-four dollars and 00/100 Cents.					

* A minimum of four hours will be charged for emergency call out at corilating labor rate.

For BIDS

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

Signature on File

X

(Signature and Title)

President

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 5th day of September AD, 2023

Signature on File

(Notary Public)

My Commission Expires: 4/23/2026

Joanna Williamson

Notary Public, State of New York

Reg. No. 01WI6374190

Qualified in Suffolk County

Commission Expires 04/23/2026

SEAL

SECTION 9 - MANDATORY FORM
SEMI-ANNUAL INSPECTION, PM & EMERGENCY CALL OUT SERVICE FOR BACKUP GENERATORS 23-099-FM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Illini Power Products, a division of GenServe LLC		
Main Business Address	444 Randy Road		
City, State, Zip Code	Carol Stream, IL 60188		
Telephone Number	630-462-7280	Email Address	pmservice-ipp@genserveinc.com
Bid Contact Person	Jake Brown		

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor
 ☐ a Member authorized to sign on behalf of the Partnership
 ☒ an Officer of the Corporation
 ☐ a Member of the Joint Venture

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

MICHAEL VAHLING _____
 (President or Partner) (Vice-President or Partner)

 (Secretary or Partner) (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. 1, 2, 3, and _____ issued thereto.

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

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

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

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

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

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

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

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	GenServe LLC	NAME	Genserve LLC
CONTACT	Jake Brown	CONTACT	Accounts Payable
ADDRESS	444 Randy Rd	ADDRESS	PO Box 23974
CITY ST ZIP	Carol Stream, IL 60188	CITY ST ZIP	New York, NY 10087-3974
TX	630-462-7280	TX	800-247-7215
FX	NA	FX	NA
EMAIL	jakeb@genserveinc.com	EMAIL	NA
	pmserve@genserveinc.com		
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Finance Department 421 North County Farm Road Room 2-700 Wheaton, IL 60187 TX: (630) 407-6193 EMAIL: FMAccountsPayable@dupageco.org		DuPage County 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5705 EMAIL: mary.ventrella@dupageco.org	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED AND INSTALLED
(FREIGHT INCLUDED IN PRICE)



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: 9-5-23

Bid/Contract/PO #: 23-099-FM

Company Name: Illini Power Products, a division of GenServe LLC	Company Contact: Jake Brown
Contact Phone: 630-390-6178	Contact Email: jakeb@genserveinc.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:

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

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

Authorized Signature

Signature on File

Printed Name

Michael Vahling

Title

President

Date

9/5/2023

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