

CONTRACT SUPPLEMENT BETWEEN EARTHWERKS LAND IMPROVEMENT &
DEVELOPMENT CORPORATION AND THE COUNTY OF DUPAGE

THIS SUPPLEMENT is entered into this 23rd day of May, 2023, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Wheaton, Illinois 60187-3978 (hereinafter referred to as the *County*), and Earthwerks Land Improvement & Development Corporation, licensed to do business in the state of Illinois, located at 2111 Ogden Ave, Lisle, Illinois 60332 (hereinafter referred to as the *Contractor*), in supplement to the Agreement entered into by and between the County and Contractor on January 9, 2023.

RECITALS

WHEREAS, the *County* requires goods and/or services specified in DuPage County campus stormwater pond expansion proposal, located at the DuPage County center, 421 north County Farm road, Wheaton, Illinois 60187; and

WHEREAS, the *Contractor* is the vendor pursuant to the proposal and is willing to perform under the terms of the proposal and this contract.

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

1.0 Contract Supplement 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 Original Contract signed January 9th, 2023, and all documents referenced by Section 1.0 therein, including the County's RFP 22-102-SWM;

1.2 Supplement Project Information: Plans and Specifications showing date of revision May 2, 2023 titled 'DuPage County Campus Stormwater Pond Improvements Final Engineering Plans, Project No 211350, produced by V3 Companies (Attachment 1);

1.3 Project Proposal letter and Supporting Details to Develop Cost dated April 25, 2023; and

1.4 Project Specifications, produced by V3 Companies, file name: Specifications-County Campus Ponds 2023 0413, titled Special Provisions for DuPage County Campus Stormwater Pond Improvements, Wheaton, IL, dated May 2, 2023

2.0 Duration of this Contract

2.1 The Contract term shall be a thirty-one (31) month period beginning on May 23, 2023 and continuing through December 15, 2025.

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 the Contractor's insolvency,

bankruptcy or Receivership, in which cast 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 expense.

3.3 Upon termination of this *agreement*, all data, work products, reports and documents produced. Because of this agreement shall become 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 Prices and Payment

4.1 The Contractor shall provide the required goods and or services described in the project information for the prices quoted on the Project Proposal.

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.

5.0 Amendments

5.1 The 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 state's attorney, then the County shall be entitled to reasonable attorney's fee 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 and Venue

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. Should any choice of law dispute arise, Illinois law will control.

9.0 Entire Agreement

- 9.1 This Contract, including the documents listed in Section 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 and of the date first written above.

The County of DuPage, Illinois

Contractor

By: _____
Signature

By: _____
Signature on file
Signature

DEBORAH A. CONROY
Printed Name

DAN DAVID
Printed Name

CHAIR, DU PAGE COUNTY BOARD
Printed title

President
Printed Title

Date

5-23-2023
Date

