



DU PAGE COUNTY

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

Stormwater Management Committee Final Regular Meeting Agenda

Tuesday, April 2, 2024

7:30 AM

County Board Room

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIRMAN'S REMARKS - CHAIR ZAY

5. APPROVAL OF MINUTES

5.A [24-1032](#)

Stormwater Management Committee Meeting-Regular Meeting- Tuesday, March 5, 2024

6. CLAIMS REPORTS

6.A [24-1042](#)

Schedule of Claims - March 2024

7. BUDGET TRANSFERS

7.A [24-1098](#)

Transfer of funds from 1600-3000-54110 (Equipment and Machinery) \$96,000 to 1600-3000-54120 (Automotive Equipment). When the FY24 budget was prepared, Stormwater budgeted for the cost share for the purchase of equipment with Public Works. The departments have collaboratively assessed equipment needs and it has been determined a dump truck is the highest priority. Although this will be utilized like construction equipment, the purchase must be made from Automotive Equipment, per the procurement purchasing guidelines.

8. STAFF REPORTS

8.A [24-1039](#)

2024 April Program and Event Update

8.B [24-1055](#)

March 2024 Currents E-Newsletter

8.C [24-1056](#)

2024 Sustainable Design Challenge

9. ACTION ITEMS

9.A [SM-P-0007-24](#)

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Carol Stream, for the Klein Creek Streambank Stabilization- Section III Project, for an agreement not to exceed \$100,000.

9.B [SM-P-0008-24](#)

Recommendation for the approval of a contract issued to Geosyntec Consultants, Inc., for Professional Engineering Services, for Stormwater Management, for the period of April 9, 2024 through November 1, 2025, for a contract total amount not to exceed \$90,000. Professional Services (Architects, Engineers, and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq. (EPA Grant Funded)

9.C [SM-P-0009-24](#)

Recommendation for the approval of an agreement between the County of DuPage and ENCAP, Inc., to provide Professional Native Vegetation Management Services, for Stormwater Management, for the period of May 1, 2024 through April 30, 2025, for a contract total amount not to exceed \$100,000; per renewal under bid award #23-021-SWM. First of three optional renewals.

9.D [SM-P-0010-24](#)

Recommendation for the approval of an agreement between the County of DuPage and V3 Construction Company, Ltd., to provide Professional Native Vegetation Management Services, for Stormwater Management, for the period of May 1, 2024 through April 30, 2025, for a contract total amount not to exceed \$75,000; per renewal under bid award #23-021-SWM. First of three optional renewals.

9.E [SM-P-0011-24](#)

Recommendation for the approval of an agreement between the County of DuPage and Pizzo & Associates, Ltd., to provide Professional Native Vegetation Management Services, for Stormwater Management, for the period of May 1, 2024 through April 30, 2025, for a contract total amount not to exceed \$50,000; per renewal under bid award #23-021-SWM. First of three optional renewals.

9.F [FI-R-0056-24](#)

Acceptance and Appropriation of the Illinois Environmental Protection Agency PY21 Section 604B Water Quality Management Planning Grant, Inter-Governmental Agreement No. 6042102, Company 5000 - Accounting Unit 3065, \$125,600. (Stormwater Management)

9.G [PW-P-0009-24](#)

Recommendation for the approval of a contract purchase order to CIT Trucks – Rockford, to procure one (1) 2025 Kenworth T480 Chassis, for the period of April 10, 2024 to April 9, 2025, for a total contract amount not to exceed \$193,123, for Public Works (\$96,561.50) and Stormwater (\$96,561.50). Contract pursuant to the Intergovernmental Cooperation Act, per Sourcewell Contract # 060920-KTC.

10. PRESENTATION

10.A The Conservation Foundation- Brook McDonald

11. PROCLAMATION

11.A The Conservation Foundation River Sweep

12. OLD BUSINESS**13. NEW BUSINESS****14. EXECUTIVE SESSION**

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

15. MATTERS REFERRED FROM EXECUTIVE SESSION

15.A Disposition of Executive Session Minutes

16. ADJOURNMENT



Minutes

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

File #: 24-1032

Agenda Date: 4/2/2024

Agenda #: 5.A



DU PAGE COUNTY

Stormwater Management Committee

Final Summary

421 N. COUNTY FARM ROAD
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Tuesday, March 5, 2024

7:30 AM

3-500 B

1. CALL TO ORDER

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

At 7:35 AM a motion was made by Member DeSart and Seconded by Member Brummel to allow Member Yusuf to participate remotely. Upon a voice vote, the motion passed with all ayes.

2. ROLL CALL

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

3. PUBLIC COMMENT

The following individual offered public comment:
Kay McKeen- SCARCE

4. CHAIRMAN'S REMARKS - CHAIR ZAY

4.A American Council of Engineering Companies of Illinois 2024 Engineering Excellence Award- Smith and Cambridge Drainage Improvement Project

5. APPROVAL OF MINUTES

5.A [24-0602](#)

Stormwater Management Committee Meeting-Regular Meeting- Tuesday, February 6, 2024

RESULT:	APPROVED
MOVER:	Sam Tornatore
SECONDER:	Paula Garcia

6. CLAIMS REPORTS

6.A [24-0783](#)

Schedule of Claims - February 2024

RESULT:	APPROVED
MOVER:	Nunzio Pulice

SECONDER: Lucy Evans

7. STAFF REPORTS

Motion to Combine Items

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

7.A [24-0778](#)

March 2024 Spill Report

RESULT:	ACCEPTED AND PLACED ON FILE
AYES:	Brummel, DeSart, Eckhoff, Evans, Garcia, Hinterlong, Pojack, Pulice, Tornatore, and Zay
ABSENT:	Nero
REMOTE:	Yusuf

7.B [24-0779](#)

2024 Water Quality Public Meeting Comments and Comment Response Memo

RESULT:	ACCEPTED AND PLACED ON FILE
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7.C [24-0810](#)

February 2024 Currents E-Newsletter

RESULT:	ACCEPTED AND PLACED ON FILE
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7.D [24-0811](#)

2024 March Program and Event Update

RESULT:	ACCEPTED AND PLACED ON FILE
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7.E [24-0830](#)

ARPA Update

Chair Zay and Director Hunn addressed questions from Member DeSart regarding the ARPA update staff report.

RESULT:	ACCEPTED AND PLACED ON FILE
AYES:	Brummel, DeSart, Eckhoff, Evans, Garcia, Hinterlong, Pojack, Pulice, Tornatore, and Zay
ABSENT:	Nero
REMOTE:	Yusuf

8. ACTION ITEMS

8.A [24-0733](#)

Recommendation to Approve the FY2024 Water Quality Improvement Program Grant Project Rankings and Funding Recommendations.

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia

8.B [24-0771](#)

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage and the City of Warrenville, for Cost Share Additional Work Related to the West Branch River Restoration and Hydraulic Improvements Project, for the period of March 12, 2024 through November 30, 2025, for an agreement not to exceed \$25,000.

RESULT:	APPROVED
MOVER:	David Brummel
SECONDER:	Dawn DeSart

8.C [SM-P-0006-24](#)

Recommendation for the approval of a contract issued to Wang Engineering, Inc., for On-Call Geotechnical and Engineering services, for Stormwater Management, for the period of March 12, 2024 through November 30, 2024, for a contract total amount not to exceed \$40,000. Professional Services (Architects, Engineers, and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

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

8.D [PW-P-0006-24](#)

Recommendation for the approval of a contract to Sheffield Safety & Loss Control, LLC, for Safety Program Manager Services, for the period of April 1, 2024 to March 31, 2025, for a total contract amount not to exceed \$100,000 (Public Works \$25,000, Facilities Management \$25,000, Transportation \$25,000, and Stormwater \$25,000), per renewal option under bid #21-064-PW, first and final option to renew.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart

SECONDER: Paula Garcia

9. OLD BUSINESS

No old business was discussed.

10. NEW BUSINESS

Director Hunn addressed the recent and upcoming rainfall in the County.

11. ADJOURNMENT

A motion was made by Member Evans and Seconded by Member Garcia to adjourn at 7:43 AM. Upon a voice vote, the motion passed with all ayes.



Payment of Claims

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
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File #: 24-1042

Agenda Date: 4/2/2024

Agenda #: 6.A

DUPAGE COUNTY STORMWATER MANAGEMENT
SCHEDULE OF CLAIMS
March-24

Vendor	Service	Amount
Sarah Hunn	Reimb. of Notary fee Suffredin	\$103.90
V3	Lacey Creek Watershed	\$109.20
A & W Trailer LLC	Adapter	\$35.00
A & W Trailer LLC	Bolt Kit	\$210.92
A & W Trailer LLC	Liberty Trailer	\$7,640.00
Abbott Tree	Tree removal	\$9,630.00
Abbott Tree	Tree removal	\$7,080.00
Alta Equipment	Filters	\$690.17
Baxter & Woodman	Storm sewer Mntc BMPs	\$2,850.75
ECT	HSPF Hydrologic	\$8,342.50
Kipp's Lawnmower Service	Blades	\$49.40
Trotter	Drainage/flood control svcs	\$565.50
V & R/Favia Investments LTD	Service Maint swm #55	\$146.91
V & R/Favia Investments LTD	Compressor repairs #35	\$774.20
Village Automotive	Vehicle repairs #35	\$1,852.68
AT & T	River Dumoulin Phone services	\$98.58
AT & T	River Dumoulin Phone services	\$90.05
AT & T	Phone services	\$53.91
AT & T	River Dumoulin Phone services	\$78.89
Nicor	301 W School St Natural Gas Service	\$53.74
AT & T	Phone services	\$53.74
City of WoodDale	Water/Sewer 301 School St	\$40.83
AT & T	Wood Dale Itasca phone services	\$94.53
Forestry Suppliers	Boots	\$192.93
Menards	seals	\$15.82
AT & T	Private network for SWM	\$1,893.51
AT&T	Phone services	\$53.74
Christopher B. Burke	Klein Creek Floodplain mapping	\$1,977.50
Comcast	ethernet services	\$908.27
Contigo	Permit review assistance	\$1,715.00
DuPage County B & Z	grading permit MISC-GRADE-24-000272	\$108.00
ECT	HSPF Hydrologic	\$3,172.50
Hey & Associates	Prof. Engineering	\$3,700.98
HLR	Prof. Engineering	\$3,710.70
Menards	toolbox	\$30.98
Robinson Engineering	On-call Drainage	\$6,866.13
Signal 88	Security services	\$913.50
Strand Associates	On-call Engineering	\$3,442.63
ComEd	0E River Rd. 3N034 Electric service	\$492.37
ComEd	4723 River Dr. Electric service	\$48.11
ComEd	397 Illini Dr. Electric service	\$1,866.90
ComEd	4720 Dumoulin Electric service	\$89.24
ComEd	4525 Dumoulin Ave. Electric service	\$83.06
ComEd	701 W Third St. Electric service	\$21.90
ComEd	0S Irving Park Electric service	\$46.24
ComEd	4525 River Dr. Electric service	\$47.14
DuPage County PW	Fuel consumption 11/16/23-2/15/24	\$4,580.86
Grainger	Absorb booms	\$348.40
ODP	Various supplies	\$137.50
USPS	Postage- January 2024	\$34.28
V3	Native Vegetation Mgmt.	\$16,269.00
A Block	Truck Tipping	\$30.00
AT & T	River Dumoulin Phone services	\$55.84
AT&T	Long Distance Charges	\$46.73
A Block	Truck Tipping	\$40.00
A Block	Truck Tipping	\$40.00
A Block	Truck Tipping	\$40.00

ACEC OF IL	IDOT drainage seminar	\$450.00
Ciorba	Prof. Engineering	\$3,361.40
ComEd	Hagar 1W Electric service	\$54.01
ComEd	CNWRR 1E Electric service	\$463.44
ComEd	Fanchon 1S Electric service	\$620.52
ComEd	4013 Washington Electric service	\$34.32
ComEd	150 N II Rt.83 Electric service	\$235.39
ComEd	School St. Electric service	\$1,900.27
DuPage County PW	1st Qtr. labor charges	\$44,224.00
DuPage County SW	Permit fee SM2023-0060 Tamarack Streambank	\$2,625.00
Menards	Pruner/Pole saw set	\$179.99
Conservation Foundation	2024 Earth day Sponsorship	\$1,500.00
ODP	Passport portable storage	\$160.36
A Block	Truck Tipping	\$40.00
Jamie Lock	Reimb. for IAFSM conference	\$193.76
Jamie Lock	Reimb. for IAFSM conference	\$313.75
Sarah Hunn	Reimb. for IAFSM conference	\$207.70
Sarah Hunn	Reimb. for IAFSM conference	\$302.25



Budget Transfer

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

File #: 24-1098

Agenda Date: 4/2/2024

Agenda #: 7.A

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective January 22, 2024

From: 1600
Company #

STORMWATER MANAGEMENT
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
3000	54110		EQUIPMENT AND MACHINERY	\$ 96,000.00	157,360.00	61,360.00	3/27/24	1600-9100
Total				\$ 96,000.00				

To: 1600
Company #

STORMWATER MANAGEMENT
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
3000	54120		AUTOMOTIVE EQUIPMENT	\$ 95,000.00	80,000.00	176,000.00	3/27/24	1600-9100
Total				\$ 95,000.00				

Reason for Request:

Budget transfer needed to transfer funds from 54110 (Equipment and Machinery) to 54120 (Automotive Equipment). When the FY24 budget was prepared, Stormwater budgeted for the cost share for the purchase of equipment with Public Works. The departments have collaboratively assessed equipment needs and it has been determined a dump truck is the highest priority. Although this will be utilized like construction equipment, the purchase must be made from Automotive Equipment, per the procurement purchasing guidelines.

Department Head

Date

Chief Financial Officer

3/27/24
Date

Activity

(optional)

****Please sign in blue ink on the original form****

Finance Department Use Only			
Fiscal Year <u>24</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

SW - 4/2/24
FIN/CB - 4/9/24



Staff Report

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

File #: 24-1039

Agenda Date: 4/2/2024

Agenda #: 8.A



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services



STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

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

SUBJECT: Stormwater Program Update April 2024

DATE: April 2, 2024

Watershed Planning

Lacey Creek:

Lacey Creek is located entirely within County Board District 2 and the majority of the watershed is within the Village of Downers Grove. The county consultant working on this plan has started to use the updated hydraulic model to analyze specific projects to address flooding concerns within the watershed. We anticipate the next Lacey Creek Stakeholder meeting to be scheduled in late April where several proposed projects will be discussed.

Facilities/Operations/ Shared Services Projects

Shared Services/Drainage Projects:

Under the drainage program, staff has completed a small drainage project in unincorporated Medinah. The project was implemented to address drainage concerns stemming from a failed aging pipe. Tree removals have continued through the end of March to avoid impacting the endangered Northern Long Eared Bat; this has prepared the department to break ground on other various drainage projects expected to take place throughout the construction season. Additional projects are also still under the permit application and review process, including a project in unincorporated Downers Grove and unincorporated Wheaton.

The Stormwater Maintenance Crew completed collaborative project with the Elmhurst Park District to remove invasive trees adjacent to the Elmhurst Quarry.

Facilities/Operations:

The stormwater flood control facilities continue to be maintained on a regular basis. With recent rain in early March, the Armstrong Park Reservoir operated minimally, and the Spring Creek Reservoir took in floodwater from the March 8-9 rain event.

Water Quality

Staff conduct inspections of stormwater outfalls throughout the County to detect illicit discharges. The current schedule includes outfall inspections in one major watershed per year. In 2023, Stormwater Management staff will conduct outfall monitoring of the East Branch DuPage River Watershed. These inspections consist of a visual screening of storm sewer outfalls followed by chemical field testing as necessary. In the event of a suspected illicit discharge, staff will contact the municipality to cooperate on tracing and enforcement.

Regulatory

The Regulatory Group is efficiently managing a substantial workload, ensuring consistent compliance across all aspects, upholding regulatory standards and the core principles of the DuPage County Countywide Stormwater and Floodplain Ordinance.

ARPA Projects

Design of the St. Joseph Creek Condominiums flood gate and flood wall project (FEMA and ARPA funded) is ongoing. The project is located within the Village of Lisle. A floodway permit from IDNR/OWR has been issued for the building at 4721 St. Joseph Creek and additional permit applications to various regulatory agencies are underway. County staff and the Condominium Homeowners Association are preparing an agreement to define the design, construction, and maintenance responsibilities for the project. A site meeting was also recently attended by staff and HOA members to finalize the details of the flood gate design.

Design of the Luther/High Ridge Stormwater project located in unincorporated DuPage County within York Township has been completed. This project is currently under review by regulatory agencies including DuPage County Stormwater Management and IDOT. An agreement with the Forest Preserve District is also being developed for the tree removals and required easements within the High Ridge Forest Preserve. The project is expected to be bid in late Summer 2024, with construction starting shortly thereafter. Once complete, the project will reduce flooding along Luther Avenue south of Roosevelt Road in unincorporated DuPage County.

The Main Street Storage Basin project in Lisle continues to make forward progress. Storm sewer installation is nearly complete, and staff are working with the contractor as they prepare for concrete work that will create a spillway to allow water from the creek to enter the basin. The project is expected to be substantially complete in the Spring.

Additional ARPA projects being overseen by in-house staff include the Tamarack Drive drainage project in unincorporated Glen Ellyn and Bluff Road drainage improvements in unincorporated Lemont; tree clearing has been completed for both projects. Country Club Highlands Phase II began on March 15, 2024, in unincorporated Elmhurst and is expected to be complete in the Summer of 2024.

Upcoming DuPage County Stormwater Management (SWM) Events

Date	Time	Event	Location	Host Organization	SWM Involvement	Audience	Register/Info
4/16/2024	8AM-1PM	Sustainable Design Challenge	County Campus	SCARCE	Sponsor, Host	General Public	TBA
4/16/2024	6:30PM-8PM	"Follow the Raindrops" Presentation	North Central College	TCF	Sponsor	General Public	More Info
4/24/2024	TBA	Water: Healthy Communities Presentation	SCARCE	League of Women Voters	Speaker	General Public	TBA
4/27/2024	10AM-12PM	Warrenville Arbor Day	Warrenville Park District	Warrenville Park District	Vendor	General Public	TBA
5/4/2024	9AM-12PM	SCARCE Growin' Green Garden Market	SCARCE	SCARCE	Vendor	General Public	More Info
5/4/2024	9AM-12PM	DuPage River Sweep 2024	Countywide	TCF	Sponsor	General Public	More Info



Staff Report

421 N. COUNTY FARM
ROAD
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File #: 24-1055

Agenda Date: 4/2/2024

Agenda #: 8.B

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DuPage County Stormwater Management News & Updates

DuPage County, Illinois sent this bulletin at 03/27/2024 01:10 PM CDT

March 2024

[View this email in your browser](#)



DuPage County Names Water Quality Grant Recipients



Peak wildflower blooms at a portion of the College of DuPage's native planting project, which won a WQIP grant in 2021.

The DuPage County Stormwater Planning Committee voted on the 2024 recipients of the Water Quality Improvement Program (WQIP) grant in early March. Celebrating its 25th year, the WQIP grant awards up to 25 percent of funding for projects exhibiting a regional water quality benefit. The County received nine applications this year for projects totaling more than \$10.5 million. The Stormwater Committee awarded \$310,000 to four projects in Willowbrook, Carol Stream, Glendale Heights, and Naperville.

[More Info](#)

SWM ARPA Project Recognized for Engineering Excellence



Chief Engineer Jamie Lock and SWM Committee Chair Jim Zay meet at the Smith and Cambridge project site in unincorporated West Chicago.

SWM and V3 Engineering received the 2024 Award in Engineering Excellence from the American Council of Engineering Companies for the Smith and Cambridge Drainage Improvement Project. Located in unincorporated West Chicago, the project involved installation of approx. 3,400 linear feet of new storm sewer to protect residential homes from a nearby poorly drained area endangering human health and safety. The project, totaling \$1.8 million, was funded entirely by American Rescue Plan Act

Around Town

Sponsored by SWM, SCARCE hosted two "Attainable Sustainables" classes for DuPage County teachers in early March. One class was similar to last year and exposed teachers to the dynamic world of water management through visits to the Elmhurst Quarry Flood Control Facility and DuPage Water Commission. A new course this year focused returning teachers on a tour of green infrastructure at Downers Grove Wastewater Treatment Center and here at the County Campus. Teachers got to see stormwater infrastructure in action throughout the campus, and left impressed by all the environmental initiatives taking place at the

(ARPA) funds. Coordination with Wayne Township Road District and Forest Preserve District of DuPage County was required for the undertaking.

April Showers are Almost Here, Is Your Detention Basin Ready?

If you are responsible for maintaining a detention basin on your property or in your HOA, you may want to take a look at it before the rainy season gets here. Detention basins need to be routinely inspected for blockages at inlets and outlets, which can cause the system to work poorly when needed. Clear any debris that may be blocking the flow, and keep up with other maintenance needs like mowing and trash pickup. Considering native plants around your basin? Jack Pizzo makes an excellent case for their installation on our most recent webinar, which can be watched at the link below.

P.S. Keep an eye out for SWM's Detention Basin Maintenance Handbook, coming out soon!

[Webinar Recording](#)

County.



Teachers pose in front of the new pumps to be installed at the Elmhurst Quarry Flood Control Facility.

Upcoming Events

"Follow the Raindrops: Protecting Water as it Flows" Presentation

Tuesday, April 16, 2024, 6:30 P.M. - 8:00 P.M.

April showers, they say, bring May flowers! Climate change is proving to have a measurable impact on rainfall, not just in spring, but year-round. So what DOES happen to a rain drop that falls in DuPage County? Join The Conservation Foundation, Kane-DuPage Soil and Water Conservation District, and DuPage County Stormwater Management as we trace the water falling on our impervious surfaces, learn about absorptive green infrastructure, and how urban development has changed the natural course of our water. We will explore how vast expanses of rooftops and pavement impact the ability of our landscape to mitigate flooding, recharge our groundwater, and survive drought conditions – offering insights and inspiration needed for each of us to make a positive impact on water resources and discover ways to contribute to the rejuvenation of our watershed!

[More Info](#)

2024 Sustainable Design Challenge

Tuesday, April 16, 2024, 9:00 A.M. - 12:00 P.M.

DuPage County and SCARCE are celebrating the 18th annual Sustainable Design Challenge, which promotes environmental and stormwater education in local high schools. Students from DuPage County high schools will display their innovative and resilient building and landscape designs on the first floor of DuPage County's Administration Building (421 N. County Farm Road, Wheaton, IL).

[More Info](#)

Healthy Communities: Our Water and Watersheds

Wednesday, April 24, 2024, 7:00 P.M. - 9:00 P.M.

League of Women Voters of Wheaton and League of Women Voters of the Upper Mississippi River Region present Healthy Communities – Our Water and Watersheds in partnership with DuPage County Stormwater Department, the Forest Preserve District of DuPage County and SCARCE. Join us for a 90-minute presentation featuring 4 regional experts to learn about our relationship with water and watersheds in Illinois and DuPage County.

This hybrid event will be in person at SCARCE and virtually on Zoom. Registration is required.

[Register Here](#)

Warrenville Arbor Day Event

Saturday, April 27, 2024, 10:00 A.M. - 12:00 P.M.

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

[More Info](#)

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
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File #: 24-1056

Agenda Date: 4/2/2024

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: Raul Galvan, Stormwater Management

SUBJECT: Sustainable Design Challenge

DATE: March 27, 2024

SWM, SCARCE Hosting Sustainable Design Challenge on April 16

Students from several DuPage County high schools will have their green building projects on display during the 18th annual Sustainable Design Challenge on Tuesday, April 16, which will be held in the 1st floor Atrium of DuPage County's Administration Building.

Sponsored by DuPage County Stormwater Management, SCARCE coordinates the annual event, which encourages students to construct building and landscape models using environmental and water-friendly design practices. In addition to inspiring students to explore careers in urban planning, architecture and engineering, the competition promotes environmental and stormwater education within Science, Technology, Engineering and Mathematics (STEM) curricula in local high schools.

17 student teams have registered so far from various high schools, including from York Community (Elmhurst), Glenbard East (Lombard), Wheaton Academy (West Chicago), and Hinsdale Central (Hinsdale). Team registration closes on April 8. Projects will be on display from 9 to 11 a.m. All DuPage County Stormwater Management Planning Committee members are invited to attend.



Stormwater Requisition \$30,000 and Over

421 N. COUNTY FARM
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File #: SM-P-0007-24

Agenda Date: 4/2/2024

Agenda #: 9.A

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND THE VILLAGE OF CAROL STREAM FOR THE KLEIN CREEK STREAMBANK STABILIZATION - SECTION III PROJECT

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

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

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

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

WHEREAS, the VILLAGE has developed a conceptual design report for the design, construction, and maintenance of streambank stabilization practices installed on a segment of Klein Creek through Carol Stream (herein referred to as the “PROJECT”); and

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

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY’S Water Quality Improvement Program in an amount not to exceed one hundred thousand dollars (\$100,000); and

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the Village of Carol Stream, is hereby accepted and approved in an amount not to exceed one hundred thousand dollars and zero cents (\$100,000.00) and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to the Village of Carol Stream, Attn: Greg Ulreich, 500 N. Gary Avenue, Carol Stream, IL 60188; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 9th day of April, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$100,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 04/02/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$100,000.00
	CURRENT TERM TOTAL COST: \$100,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Village of Carol Stream	VENDOR #: 20304	DEPT: Stormwater Management	DEPT CONTACT NAME: Claire Kissane
VENDOR CONTACT: Greg Ulreich	VENDOR CONTACT PHONE: 630-871-6220	DEPT CONTACT PHONE #:	DEPT CONTACT EMAIL:
VENDOR CONTACT EMAIL: gulreich@carolstream.org	VENDOR WEBSITE: www.carolstream.org	DEPT REQ #: 1600-2407	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The project involves the installation of streambank stabilization practices along approximately 1,700 linear feet of Klein Creek between Mitchell Lakes and Illini Drive (aka Section III). The improvements include regrading slopes, creating meanders, installation of rock riffle substrate, wetland restoration, and native plantings.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Since 2000, Stormwater Management's Water Quality Improvement Program has budgeted funds to provide financial assistance for projects that provide a regional water quality benefit to DuPage County streams. The Village of Carol Stream Klein Creek Streambank Stabilization Project has been selected for funding for the FY 2024 Water Quality Improvement Program grant.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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

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

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Village of Carol Stream	Vendor#: 20304	Dept: Stormwater Management	Division:
Attn: Greg Ulreich	Email: gulreich@carolstream.org	Attn: Claire Kissane	Email: claire.kissane@dupagecounty.gov
Address: 500 N. Gary Ave	City: Carol Stream	Address: 421 N. County Farm Road	City: Wheaton
State: Illinois	Zip: 60188	State: Illinois	Zip: 60187
Phone: 630-871-6220	Fax:	Phone: 630-407-6682	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Village of Carol Stream	Vendor#: 20304	Dept: same	Division:
Attn: Greg Ulreich	Email: gulreich@carolstream.org	Attn:	Email:
Address: 500 N. Gary Ave	City: Carol Stream	Address:	City:
State: Illinois	Zip: 60188	State:	Zip:
Phone: 630-871-6220	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 9, 2024	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 improvement for Village of Carol Stream Klein Creek Streambank Stabilization Project	FY24	1600	3000	53830		100,000.00	100,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 100,000.00

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

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

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE,
ILLINOIS AND THE VILLAGE OF CAROL STREAM FOR THE KLEIN CREEK
STREAMBANK STABILIZATION – SECTION III PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 9th day of April 2024 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and VILLAGE OF CAROL STREAM, a body politic and corporate, with offices at 500 North Gary Avenue, Carol Stream, Illinois 60188 (hereinafter referred to as the VILLAGE).

R E C I T A L S

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

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

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

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

WHEREAS, the VILLAGE has developed a conceptual design report for the design, construction, and maintenance of streambank stabilization practices installed on a segment of Klein Creek through Carol Stream (herein referred to as the “PROJECT”); and

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

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY’S Water Quality Improvement Program in an amount not to exceed one hundred thousand dollars (\$100,000); and

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

AGREEMENT; and

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

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

1.0 INCORPORATION AND CONSTRUCTION.

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

2.0 PROJECT DESCRIPTION.

- 2.1 The Village of Carol Stream has awarded a Public Works Construction contract to restore and stabilize the eroded streambanks of approximately 1,700 linear feet of Klein Creek between Mitchell Lakes and Illini Drive. A general description of the work involved is streambank excavation and reshaping, including re-meandering to create new channel and “oxbow” areas, as well as constructing wetland areas. The stabilization measures to be installed include vegetated rock toe, in-stream rock substrate areas, stream barbs, and pre-cast modular retaining walls. The work will also involve clearing and tree removal, adjusting storm sewer outfalls, planting native vegetation, and performing maintenance and monitoring during establishment. The goal of the VILLAGE is to reduce pollutant loadings associated with eroding streambanks into the Klein Creek and the West Branch DuPage River watershed.
- 2.2 The PROJECT shall be developed essentially in accord with the construction contract plans titled “Klein Creek Streambank Stabilization- Section III: Mitchell Lakes to Illini Drive”, as prepared by Engineering Resource Associates, Inc. and dated March 13, 2023, which document is incorporated herein by reference but is not attached hereto due to space limitations. The best management practices shall be maintained and monitored by the VILLAGE or its consultant.

3.0 FUNDING.

- 3.1 The total water quality related PROJECT costs are estimated to be two million two hundred seventy thousand dollars and zero cents (\$2,270,000.00). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF CAROL STREAM	\$2,170,000.00
COUNTY OF DUPAGE	<u>\$ 100,000.00</u>
TOTAL	\$2,270,000.00

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

4.0 VILLAGE'S RESPONSIBILITIES.

- 4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.

- 4.2 The VILLAGE shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance after the PROJECT's completion.
- 4.3 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The VILLAGE shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.
- 4.5 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction of the PROJECT. Under no circumstances should the total amount requested by the Village's invoices exceed one hundred thousand dollars (\$100,000). Each invoice shall show the quantities and cost per item and be summarized by PROJECT area and/or stage of completion.
- 4.9 The VILLAGE shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE in the amount(s) herein agreed upon, nor shall this provision affect the VILLAGE'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The VILLAGE and VILLAGE'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This

provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S Water Quality Improvement Program.

- 4.12 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage and other promotional materials related to the PROJECT including, but not limited to, printed materials, press releases and presentations.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Water Quality Improvement Program. The COUNTY shall promptly provide the VILLAGE with any recommended and/or required changes to the CONTRACT DOCUMENTS for PROJECT components necessary to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
 - 5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.
 - 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed one hundred thousand dollars (\$100,000).
 - 5.2.3 In the event PROJECT costs total less than two million two hundred seventy thousand dollars and zero cents (\$2,270,000.00), the COUNTY'S total reimbursement amount shall be not be more than twenty five percent (25%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.
 - 5.2.4 The COUNTY shall not be obligated to pay invoices received after November 30, 2024, regardless of when the work was contracted or completed and notwithstanding that the COUNTY'S contribution limit has not been reached.

- 5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT. The COUNTY shall provide the VILLAGE reasonable advance notice of when the COUNTY requires such access.

6.0 GOVERNMENT REGULATIONS.

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

7.0 INDEMNIFICATION.

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

Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

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

9.0 TERM OF THIS AGREEMENT.

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

10.0 ENTIRE AGREEMENT.

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

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

11.0 SEVERABILITY.

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

12.0 GOVERNING LAW.

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

13.0 NOTICES.

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

Greg Ulreich
Civil/Stormwater Engineer
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Illinois,
60188

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

DuPage County State's
Attorney's Office
ATTN: Civil Bureau
503 N. County Farm Rd.
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 CAROL STREAM

Deborah A. Conroy,
Chair

Frank Saverino
Mayor

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

Julia Schwarze
Village Clerk



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0008-24

Agenda Date: 4/2/2024

Agenda #: 9.B

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND GEOSYNTEC CONSULTANTS, INC.
FOR PROFESSIONAL ENGINEERING SERVICES

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

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

WHEREAS, the COUNTY has been awarded a Section 604(b) grant in the amount of one hundred twenty-five thousand six hundred dollars (\$125,600) from the Illinois Environmental Protection Agency for the development of the Upper West Branch DuPage River Watershed-Based Plan; and

WHEREAS, the Scope of Work for the Upper West Branch DuPage River Watershed- Based Plan includes updating the Hydrologic Simulation Program - Fortran (HSPF) hydrology model to include water quality data; and

WHEREAS, the COUNTY requires professional engineering services to provide technical assistance and perform updates to the HSPF hydrology model with water quality data for the preparation of the Upper West Branch DuPage River Watershed-Based Plan; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional engineering services required by the County and is willing to perform the required services for an amount not to exceed ninety thousand dollars (\$90,000); and

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

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

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

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Geosyntec Consultants, Inc., Attn: Matt Bardol, 1420 Kensington Rd, Suite 103, Oak Brook, IL 60523; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 9th day of April, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$90,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 04/02/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$90,000.00
	CURRENT TERM TOTAL COST: \$90,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Geosyntec Consultants, Inc.	VENDOR #:	DEPT: Stormwater Management	DEPT CONTACT NAME: Mary Beth Falsey
VENDOR CONTACT: Matthew Bardol	VENDOR CONTACT PHONE: 630-203-3368	DEPT CONTACT PHONE #: 630-407-6680	DEPT CONTACT EMAIL: falsey@dupagecounty.gov
VENDOR CONTACT EMAIL: MBardol@geosyntec.com	VENDOR WEBSITE: www.geosyntec.com	DEPT REQ #: 1600-2406	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional engineering services for the development of the Upper West Branch DuPage River Watershed-Based Plan including updating the Hydrologic Simulation Program – Fortran (HSPF) hydrology model with water quality data.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Stormwater Management has received Section 604b grant funding from the IEPA to complete this project and does not have the ability to perform the updates to the HSPF model in house.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
PROFESSIONAL SERVICES EXCLUDED PER DUPAGE ORDINANCE (SECTION 2-353) AND 50 ILCS 510/2 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)	

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. This contract was vetted based on the County's Qualified Based Selection (QBS) process, which allows for Professional Services to be vetted through an open and transparent process. Requests for Statements of Qualifications were sent to firms throughout the industry. Stormwater staff utilized an evaluation team to review and rank firms, taking into consideration the qualifications of the firm, experience of key personnel, and understanding of the County's stormwater facilities. Stormwater has determined that Geosyntec is capable of performing the necessary services for the Department.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Award a contract to Geosyntec to assist with the needs of the department. 2) Hire professional engineers experienced with updating HSPF models to include water quality data to assist with this project 3) Do not complete the Upper West Branch DuPage River Watershed-Based Plan

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

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Geosyntec	Vendor#:	Dept: Stormwater Management	Division:
Attn: Matt Bardoll	Email: MBardoll@Geosyntec.com	Attn: Mary Beth Falsey	Email: falsey@dupagecounty.gov
Address: 1420 Kensington Road, Suite 103	City: Oak Brook	Address: 421 N County Farm Rd	City: Wheaton
State: Illinois	Zip: 60523	State: Illinois	Zip: 60187
Phone: 630-203-3368	Fax:	Phone: 630-407-6680	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Geosyntec	Vendor#:	Dept: Stormwater Management	Division:
Attn: Matt Bardoll	Email: MBardoll@Geosyntec.com	Attn: Mary Beth Falsey	Email: falsey@dupagecounty.gov
Address: 1420 Kensington Road, Suite 103	City: Oak Brook	Address: 421 N County Farm Rd	City: Wheaton
State: Illinois	Zip: 60523	State: Illinois	Zip: 60187
Phone: 630-203-3368	Fax:	Phone: 630-407-6680	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 9, 2024	Contract End Date (PO25): Nov 1, 2025
Contract Administrator (PO25): Alicia Favela- Perez			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Professional Engineering Services for a development of a Watershed-Based Plan and water quality updates to HSPF model	FY24	5000	3065	53010		45,000.00	45,000.00
2	1	EA		Professional Engineering Services for a development of a Watershed-Based Plan and water quality updates to HSPF model	FY25	5000	3065	53010		45,000.00	45,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 90,000.00

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

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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND GEOSYNTEC CONSULTANTS, INC.
FOR PROFESSIONAL ENGINEERING SERVICES

This Professional Service Agreement (“AGREEMENT”), is made this 9th day of April, 2024 between COUNTY OF DUPAGE, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Geosyntec Consultants, Inc., licensed to do business in the State of Illinois, with offices at 1420 Kensington Road, Suite 103, Oak Brook, Illinois 605023; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

R E C I T A L S

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

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

WHEREAS, the COUNTY has been awarded a Section 604(b) grant in the amount of one hundred twenty-five thousand six hundred dollars (\$125,600) from the Illinois Environmental Protection Agency for the development of the Upper West Branch DuPage River Watershed-Based Plan; and

WHEREAS, the Scope of Work for the Upper West Branch DuPage River Watershed-Based Plan includes updating the Hydrologic Simulation Program – Fortran (HSPF) hydrology model to include water quality data; and

WHEREAS, the COUNTY requires professional engineering services to provide technical assistance and perform updates to the HSPF hydrology model with water quality data for the preparation of the Upper West Branch DuPage River Watershed-Based Plan; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional engineering services required by the County and is willing to perform the required services for an amount not to exceed ninety thousand dollars (\$90,000); and

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

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

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

1.0 INCORPORATION AND CONSTRUCTION.

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

2.0 SCOPE OF SERVICES.

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. Services are to be provided by the CONSULTANT upon request by the COUNTY as approved Work Order(s) with a not to exceed amount for each Work Order. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other groups and the CONSULTANT concerning the PROJECT or Work Order(s).
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT or approved Work Order(s). Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below. For Work Orders, changes shall be documented by an amendment to the originally approved Work Order, or by issuance of a new Work Order to cover the changes in scope provided that the increase does not increase the total compensation set forth in this AGREEMENT.
- 2.4 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an

agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its vendors/sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT's employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely

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

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

3.0 NOTICE TO PROCEED.

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

4.0 TECHNICAL SUBCONSULTANTS

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

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

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

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements or professional services on the PROJECT or Work Order after the COUNTY issues its written Notice to Proceed for any approved Work Order(s). The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in the Scope of Work, the CONSULTANT shall submit a schedule for completion of each Work Order within ten (10) days of the written approval of said Work Order(s) by the COUNTY. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 1, 2025, unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES.

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

7.0 COMPENSATION.

- 7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed ninety thousand dollars (\$90,000). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT’s staff and/or the fee schedule(s) as incorporated herein. The multiplier includes the CONSULTANT’s cost of overhead, profit and incidental costs. A schedule of the hourly rates for CONSULTANT’s staff, and approved sub-consultant’s technical or professional staff, identified by position or assignment, is attached and incorporated hereto as Exhibit “C.” The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) to not exceed the total compensation as stated herein. The COUNTY retains the authority to limit the maximum rate per classification for any additions to classifications listed on Exhibit C, including Exhibit C for approved sub-consultant(s), when invoices are submitted for the approved work.
 - 7.3.a If overtime/weekend/holiday (o/w/h) rates are expressly allowed under the AGREEMENT, but such rates are not otherwise specified, the o/w/h rate for each category shall be no more than one hundred fifty percent (150%) of the stated normal rate for that category. The o/w/h rate, when allowed, shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on the PROJECT.
 - 7.3.b If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days’ notice of any proposed fee change.

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

- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit A. For direct expenses, including supplies, materials, photocopying, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.
- 7.4.a For all direct expenses costing more than \$25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant's vendors indicating the price(s) paid by Consultant for such expensed materials and/or items.
- 7.4.b CONSULTANT shall not include computer and vehicle charges (including mileage) as direct expenses.
- 7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to ensure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.
- 7.6 The CONSULTANT shall submit invoices for services rendered, including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Separate invoices shall be submitted for each approved Work Order and each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the

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

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

8.0 CONSULTANT'S INSURANCE

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

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

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

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

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

8.1.e Professional Liability Insurance (Errors and Omissions) shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

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

shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

- 8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultant's insurance coverage at any time.

9.0 INDEMNIFICATION

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

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

10.0 SATISFACTORY PERFORMANCE

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

11.0 BREACH OF CONTRACT

- 11.1 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

- 13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights.
- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).
- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution

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

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

14.0 MODIFICATION OR AMENDMENT

- 14.1 The parties may modify or amend the terms of this AGREEMENT only by a written document duly approved and executed by both parties.
- 14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

15.0 TERM OF THIS AGREEMENT

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
 - (b) The expiration of this AGREEMENT on November 1, 2025, or to a new date agreed upon by the parties pursuant to Section 14.0, or

- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 1, 2025.
- 15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.
- 15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 above.

16.0 TERMINATION

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

17.0 ENTIRE AGREEMENT

- 17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

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

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

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

20.0 GOVERNING LAW

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

20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

21.0 NOTICES.

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

Geosyntec Consultants, Inc.
1420 Kensington Road, Suite 103
Oak Brook, Illinois 60523
ATTN: Matt Bardol
Phone: 630-203-3368
Email: MBardol@Geosyntec.com

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

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

23.0 FORCE MAJEURE.

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

24.0 ACCESS TO PROPERTY

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

provide the CONSULTANT, upon the CONSULTANT’S request, proof of the COUNTY’S permission, or legal authority, to enter onto the property of a third party.

24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an

easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply with the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

25.0 QUALIFICATIONS

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

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

COUNTY OF DUPAGE

GEOSYNTEC CONSULTANTS, INC.

BY: _____
DEBORAH A. CONROY
COUNTY BOARD CHAIR

BY:  _____
MATT BARDOL
TITLE: Senior Principal

ATTEST:

ATTEST:

BY: _____
JEAN KACZMAREK,
COUNTY CLERK

BY:  _____
NAME: Rishab Mahajan
TITLE: Senior Engineer

EXHIBIT A

SCOPE OF WORK

Task 1: Update HSPF Model

The HSPF model was developed for a large-scale study and hence does include sufficient resolution to identify critical areas for WBP implementation. Under this task, Geosyntec will further delineate existing subwatersheds in the HSPF model for an improved representation of hydrology and pollutant loads. The US EPA Handbook on watershed-based planning recommends delineating subwatersheds to ensure the variability in watershed characteristics such as land use, topography, and soil is captured adequately by the model. Under this task, Geosyntec will update the existing HSPF model to reflect current land use data and water quality information provided by DuPage County. The HSPF model will be updated to simulate pollutant loadings for Total Nitrogen (TN), Total Phosphorus (TP), Total Suspended Solids (TSS), and fecal coliform. The model will be calibrated to available water quality data. Water quality model calibration will be to industry standards suitable to support the WBP development. Geosyntec will provide the pollutant loading estimates to DuPage County to identify critical areas for WBP implementation.

Deliverables

- Updated HSPF model
- Existing pollutant loading estimates for TN, TP, TSS, and fecal coliform

Assumptions

- Geosyntec would take the lead on verifying the existing information and coordinate with DuPage County on any anticipated data gaps that may impact product completion, with DuPage County providing Quality Control/Quality Assurance support (QA/QC).
- The HSPF model is sufficiently calibrated for hydrology and does not need to be recalibrated.
- This task includes sufficient time for project kick-off, data exchange, and follow-up of existing gaps.
- The County will provide the elevation, land use, and water quality data in a readily usable format, which will require minimal processing for HSPF model input.

Task 2: Assist with Watershed-Based Plan Development

Under this task, Geosyntec will assist the County in the drafting of WBP elements that are primarily supported through the modeling components of the update, including Task 1, Task 4, and Task 6. Geosyntec will prepare a technical memorandum describing the work performed as part of Tasks 1, 4, and 6

Deliverables

- Technical memorandum describing the work performed as part of Tasks 1, 4, and 6
- Draft and final technical memorandum

Assumptions

- DuPage County will serve as the lead author of the WBP
- Final review and text revisions of the WBP will be the responsibility of DuPage County
- Technical memorandum will undergo one round of revisions before being finalized

Task 3: Presentation at Stakeholder Meetings

Under this Task, Geosyntec staff will assist DuPage County at stakeholder meetings where needed with materials to describe the work associated with the modeling tasks of this proposal.

Deliverables

- Presentations slides for stakeholder meetings

Assumptions

- Three in-person stakeholder meetings have been assumed. For each meeting, it is assumed that DuPage County will provide a minimum of two weeks prior notice of the anticipated topic and required materials for which Geosyntec will prepare.
- Two Geosyntec staff will attend the in-person stakeholder meeting

Task 4: Identifying Water Quality Projects and Modeling Load Reductions

Under this task, Geosyntec will estimate the pollutant load reductions using the HPSF model for TP, TN, TSS, and fecal coliform from the implementation of BMPs in the watershed. The BMP types that will be assessed will be identified by the County staff in consultation with other stakeholders in the watershed. These will include watershed wide as well as site-specific BMPs.

Deliverables

- Estimated pollutant load reductions

Assumptions

- DuPage County will identify the watershed and site-specific BMPs for calculating load reduction estimates
- The scope for this task does not include the effort associated with developing cost estimates associated with BMPs.
- This task includes time for one in-person meeting with DuPage County to discuss the approach for estimating load reductions.

Task 5: Creation of Maps and Exhibits

Geosyntec will develop maps and exhibits using ArcGIS for the WBP. All final exhibits will be delivered to DuPage County in PDF form unless otherwise noted.

Deliverables

- PDF maps and exhibits for the WBP

Assumptions

- DuPage County will provide previously developed exhibits and information to use as a base map in a GIS format.

Task 6: Analysis of Field Data (detention basin and stream)

Under this task, Geosyntec will analyze the stream and detention basin inventory data collected by DuPage County. The stream inventory analysis will assess channel conditions such as bank height, erosion problems, bank vegetation, lateral recession rates, hydraulic structures (bridges, culverts, and dams), point discharges (pipes and swales), land use and vegetative cover, available habitat, and channel substrate and degree of sedimentation. The data collected during the detention basin inventory will be used to determine their impact on water quality and rate the condition as “good,” “fair,” or “poor.” Geosyntec will provide the results of the data analysis in

a spreadsheet format to DuPage County.

Deliverables

- Spreadsheet summarizing the results of data analysis

Assumptions

- DuPage County will provide the stream and detention basin inventory data in a spreadsheet format.

COST ESTIMATE AND SCHEDULE

The estimated cost for this proposal is summarized in **Table 2**. The budget estimate is based on our current understanding of the existing available scope and fee. Work will be performed on a time and materials basis in accordance with the Rate Schedule (Exhibit C). The proposed timeline of this project is one year from authorization to start by DuPage County unless otherwise indicated.

Table 2: Budget Estimate for the Proposal

Task	Description	Budget
1	Update HSPF Model	\$54,000
2	Assist with Watershed Based Plan Development	\$8,000
3	Presentations at Stakeholder Meetings	\$2,400
4	Identify Water Quality Projects and Model Load Reductions	\$10,000
5	Creation of Maps and Exhibits	\$8,000
6	Analysis of Field Data	\$7,600
Total		\$90,000

EXHIBIT B DELIVERABLES

The following deliverables are indicative of what may be requested by the COUNTY under the terms of the contract. This contract will have deliverables specified by COUNTY staff and may include:

1. Project support documentation (.pdf files)
2. Correspondence (3rd party) (.pdf files)
3. Existing stormwater conveyance maps, if updated for this project
(shapefiles)
4. Local watershed map, if updated for this project (shapefiles)
5. Hydrologic model input and output files (electronic files)
6. Hydrologic model report for inclusion in Watershed-Based Plan (.doc
files)
7. Exhibits for inclusion in the Watershed-Based Plan (.jpg files)
8. Exhibits for public, committee, and County Board meetings and
presentations (.jpg and .pdf files)
9. All GIS files associated with the project

EXHIBIT C
SCHEDULE OF FEES (AND) (HOURLY RATES FOR CONSULTANT'S STAFF)

The CONSULTANT will bill the COUNTY for all tasks, assignments, and work performed in accordance with the following schedule of hourly rates.

CONFIDENTIAL

GEOSYNTEC CONSULTANTS
2024 U.S. RATE SCHEDULE

	<u>Rate/Hour</u>
Staff Professional	\$155
Senior Staff Professional	\$180
Professional	\$205
Project Professional	\$230
Senior Professional	\$245
Principal	\$240
Senior Principal	\$240
Technician I	\$ 82
Technician II	\$ 89
Senior Technician I	\$100
Senior Technician II	\$107
Site Manager I	\$120
Site Manager II	\$132
Construction Manager I	\$142
Construction Manager II	\$152
Senior Designer	\$190
Designer	\$160
Senior Drafter/Senior CADD Operator	\$145
Drafter/CADD Operator/Artist	\$130
Project Administrator	\$ 85
Clerical	\$ 70
Direct Expenses	Cost
Subcontract Services	Cost
Technology/Communications Fee	Waived
Specialized Computer Applications (per hour)	\$ 12
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$.08

Rates are provided on a confidential basis and are client and project specific.
Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index for Engineering Services.
Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.
Construction management fee presented upon request.

US 2024 RATE C



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: 03/13/2024

Bid/Contract/PO #: _____

Company Name: Geosyntec Consultants, Inc.	Company Contact: Matthew Bardol
Contact Phone: 630.203.3368	Contact Email: mbardol@geosyntec.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Printed Name

_____ Matt Bardol

Title

_____ Senior Principal

Date

_____ 03/13/2024

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-0009-24

Agenda Date: 4/2/2024

Agenda #: 9.C

AWARDING RESOLUTION ISSUED TO ENCAP, INC.,
FOR PROFESSIONAL NATIVE VEGETATION MANAGEMENT SERVICES
FOR STORMWATER MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED \$100,000)

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

WHEREAS, the Stormwater Management Committee recommends County Board approval for the issuance of a contract to Encap, Inc., for professional native vegetation management services, for the period May 1, 2024 through April 30, 2025, for Stormwater Management.

NOW, THEREFORE, BE IT RESOLVED, that County Contract, covering said, for native vegetation management services, for the period May 1, 2024 through April 30, 2025, for Stormwater Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to: Encap, Inc., 2585 Wagner Court, Dekalb, IL, 60115, for a contract total amount not to exceed \$100,000, per renewal option under bid #23 -021-SWM, first of three optional renewals; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached RENEWAL to: Encap, Inc., 2585 Wagner Court, Dekalb, IL, 60115; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 9th day of April, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: SM-P-0009-24	RFP, BID, QUOTE OR RENEWAL #: 23-021-SWM	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$100,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 04/02/2024	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$400,000.00
	CURRENT TERM TOTAL COST: \$100,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: ENCAP, Inc.	VENDOR #: 11160	DEPT: Stormwater Management	DEPT CONTACT NAME: Jenna Fahey
VENDOR CONTACT: Kirstie Glover	VENDOR CONTACT PHONE: 815-748-4500	DEPT CONTACT PHONE #: 630-407-6728	DEPT CONTACT EMAIL: jenna.fahey@dupageco.org
VENDOR CONTACT EMAIL: office@encapinc.new	VENDOR WEBSITE: www.encapinc.net	DEPT REQ #: 1600-2408	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Hire a firm specializing in native vegetation management to assist DuPage County staff with the maintenance of native vegetation at various County owned properties. This contract is an interdepartmental shared services for SWM, PW, DOT and Facilities Management. The cost of these services will be provided on an on-call basis for a cost not to exceed \$100,000.00			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Selected through DuPage County Procurement Department's RFP process for professional services. RFP #23-021-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.
RENEWAL	
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. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Maintenance of the native vegetation on the County owned properties is necessary for both functional and aesthetic performance. Many of the properties are located in residential or business areas that are frequently viewed or used for passive recreation by many DuPage County residents. The County has a responsibility to maintain these properties and to prevent infestations of unsightly and non-native weedy vegetation.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Approve contract with Encap, Inc. to provide native vegetation maintenance services on County owned properties as directed by staff for an amount not to exceed \$100,000.00. 2) Complete native vegetation management services for the projects in-house. Not feasible due to the limitations of staff capabilities such as required herbicide licenses, prescribed burn training; and lack of proper equipment. 3) Do nothing. This option is not recommended as DuPage County has a responsibility to maintain the vegetation on their facilities.

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: ENCAP, Inc.	Vendor#: 11160	Dept: Stormwater Management	Division:
Attn: Kirstie Glover	Email: office@encapinc.net	Attn: Jenna Fahey	Email: jenna.fahey@dupageco.org
Address: 2585 Wagner Court	City: DeKalb	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60115	State: IL	Zip: 60187
Phone: 815-748-4500	Fax:	Phone: 630-407-6728	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: ENCAP, Inc.	Vendor#: 11160	Dept: Stormwater Management	Division:
Attn: Kirstie Glover	Email: office@encapinc.net	Attn: Jenna Fahey	Email: jenna.fahey@dupageco.org
Address: 2585 Wagner Court	City: DeKalb	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60115	State: IL	Zip: 60187
Phone: 815-748-4500	Fax:	Phone: 630-407-6728	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 1, 2024	Contract End Date (PO25): Apr 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		Maintenance of the native vegetation on the County owned properties.	FY24	1600	3000	53340		75,000.00	75,000.00
2	1	EA			FY25	1600	3000	53340		25,000.00	25,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 100,000.00

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

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



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 ENCAP Inc., located at 2585 Wagner Court, DeKalb, IL 60115, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-021-SWM which became effective on 5/1/2023 and which will expire 4/30/2024. 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 4/30/2025.

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

CONTRACTOR

SIGNATURE

PRINTED NAME

PRINTED TITLE

DATE

THE COUNTY OF DUPAGE

SIGNATURE

PRINTED NAME

PRINTED TITLE

DATE

SECTION 8 - BID FORM PRICING

The CONSULTANT shall invoice the COUNTY for services rendered, as ordered by the COUNTY, at the fees set forth herein. CONSULTANT's fees include all wages and salaries for personnel, materials, equipment rental, mileage, mobilization and overhead expenses related to the CONSULTANT's performance of the specified service or task.

NO	ITEM	UOM	PRICE
1	SEEDING/PLANTING:		
	a. hand broadcast 1 (permanent seeding)	ACRE	3,220.00
	b. hand broadcast 2 (supplemental seeding)	ACRE	2,600.00
	b. ATV/machine broadcast	ACRE	3,000.00
	c. drill seed	ACRE	3,220.00
	d. ground prep (light roto-tilling)	ACRE	350.00
	e. installation of plant plug (2.25" x 5" sized) Common native species will be requested	EA	6.25
	f. installation of plant plug (1 gallon sized) Common native species will be requested	EA	25.00
TOTAL SECTION 1			12,421.25

2	HERBICIDE APPLICATION		
	a. spot spray (routine/light to moderate coverage)	ACRE	425.00
	b. spot spray (heavy coverage)	ACRE	585.00
	c. hand wick (routine/light to moderate coverage)	ACRE	1,450.00
	d. hand wick (heavy coverage)	ACRE	2,250.00
	e. boom spray	ACRE	350.00
	f. basal bark treatment (routine/light to moderate coverage)	ACRE	3,500.00
	g. basal bark treatment (heavy coverage)	ACRE	7,250.00
TOTAL SECTION 2			15,810.00

NO	ITEM	UOM	PRICE
3	SELECTIVE CLEARING		
	a. cut, stack, burn (light density)	ACRE	3,850.00
	b. cut, stack, burn (medium density)	ACRE	5,100.00
	c. cut, stack, burn (heavy density)	ACRE	5,500.00
	d. cut and stack only (light density)	ACRE	3,350.00
	e. cut and stack only (medium density)	ACRE	4,550.00
	f. cut and stack only (heavy density)	ACRE	4,950.00
	g. cut, chip and remove (light density);	ACRE	5,050.00
	h. cut, chip and remove (moderate density)	ACRE	7,950.00
	i. cut, chip and remove (heavy density)	ACRE	8,250.00
	j. herbicide application to stumps only The scale of this work may vary significantly; therefore, the CONSULTANT must submit a quote to DuPage County Stormwater Management staff for approval prior to work.	PER QUOTE	
	TOTAL SECTION 3		48,550.00
	Grand Total Sections 1-3		76,781.00
GRAND TOTAL SECTIONS 1-3			
(In words) <i>Seventy-six thousand seven hundred eighty-one dollars</i>			

NO	ITEM	UOM	PRICE
4	PRESCRIBED BURN		
	a. permit, plan, notifications and administration	SITE	1,750.00
	b. burn implementation <1 acre	SITE	2,000.00
	c. burn implementation 1-5 acres	ACRE	2,000.00
	d. burn implementation >5 acres	ACRE	800.00
5	HAND PULLING/CUTTING VEGETATION		
	a. routine/light to moderate coverage	ACRE	1,450.00
	b. heavy coverage	ACRE	3,450.00
	c. disposal from site The scale of this work may vary significantly; therefore, the CONSULTANT must submit a quote to DuPage County Stormwater staff for approval prior to work.	PER QUOTE	
	d. weeding of formal native plant beds Task will occur 1-2 times per month during the growing season	ACRE	3,850.00
	e. cutting and removal of flower heads (light to routine coverage)	ACRE	825.00
	f. cutting and removal of flower heads (heavy coverage)	ACRE	1,450.00

NO	ITEM	UOM	PRICE
6	MOWING		
	a. tractor/ATV	ACRE	175.00
	b. brush cutter (spot mowing)	ACRE	185.00
7	INSTALLATION OF EROSION CONTROL BLANKET		
	a. S75BN	ACRE	9,500.00
	b. S150BN	ACRE	10,750.00
8	HOURLY RATE SHEDULE FOR ADDITIONAL SERVICES		
	Project Manager	HOUR	150.00
	Crew Leader	HOUR	125.00
	Restoration Technician	HOUR	67.50

SECTION 9 - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	ENCAP, Inc.
Main Business Address	2585 Wagner Ct.
City, State, Zip Code	DeKalb, IL 60115
Telephone Number	815-748-4500
Fax Number	815-748-4255
Proposal Contact Person	Jonathan Koepke
Email Address	JKoepke@encapinc.net

The undersigned certifies that he is:

- ☐ the Owner/Sole Proprietor
 ☐ a Member of the Partnership
 ☒ an Officer of the Corporation
 ☐ a Member of the Joint Venture

herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

<u>Jonathan Koepke</u> (President or Partner)	<u>Melissa Wheeler</u> (Vice-President or Partner)
_____ (Secretary or Partner)	_____ (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal 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 Manager, DuPage Center, 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 Proposal 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 Offeror 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 Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-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 proposal and has checked the same in detail before submitting this proposal, 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. (Offeror may be requested

to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.) Further, the offeror certifies that he has provided 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 offeror, 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 cost schedule.

PROPOSAL AWARD CRITERIA

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

X _____
(Signature and Title)

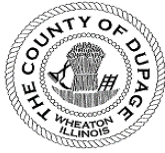
CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this 7th day of MARCH AD, 2023

My Commission Expires: 7.29.23
(Notary Public)





THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
NATIVE VEG MANAGEMENT FOR COUNTY OWNED PROPERTY 23-021-SWM
BID TABULATION

Criteria	Available Points	√				
		V3 Construction Group LTD	Blue Stem Ecological	Encap Inc.	Pizzo & Asso. LTD	Stantec Consulting Services Inc.
Firm Qualifications	30	28	21	28	29	23
Key Qualifications	30	28	23	27	29	23
Project Understanding	20	20	15	20	20	17
Price	20	20	11	18	11	17
Total	100	96	70	92	88	80

Fee and Rate Proposal	\$ 68,145.75	\$ 122,136.50	\$ 76,781.25	\$ 126,482.75	\$ 81,868.00
Percentage of points	100%	56%	89%	54%	83%
Points awarded (wtd against lowest price)	20	11	18	11	17

NOTES

RFP Posted on 2/10/2023	
Bid Opened On 3/9/2023, 2:30 PM CST by	DW, NE
Invitations Sent	22
Total Requesting Documents	0
Total Bid Responses Received	5



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: 3-18-24

Bid/Contract/PO #: 23-021-SWM

Company Name: <u>ENCAP, INC</u>	Company Contact: <u>HEARSTIE GLOVER</u>
Contact Phone: <u>815-748-4500</u>	Contact Email: <u>OFFICE@ENCAPINC.NET</u>

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, 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.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature

[Redacted Signature]

Printed Name

SUSAN HOWLEY

Title

ASST VICE PRESIDENT

Date

3-18-24

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



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0010-24

Agenda Date: 4/2/2024

Agenda #: 9.D

**AWARDING RESOLUTION ISSUED TO V3 CONSTRUCTION COMPANY, LTD., FOR PROFESSIONAL
NATIVE VEGETATION MANAGEMENT SERVICES FOR STORMWATER MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED \$75,000)**

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

WHEREAS, the Stormwater Management Committee recommends County Board approval for the issuance of a contract to V3 Construction Company, Ltd., for professional native vegetation management services, for the period May 1, 2024 through April 30, 2025, for Stormwater Management.

NOW, THEREFORE, BE IT RESOLVED, that County Contract, covering said, for native vegetation management services, for the period May 1, 2024 through April 30, 2025, for Stormwater Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, V3 Construction Company, Ltd., 7325 Janes Ave, Woodridge, IL, 60517, for a contract total amount not to exceed \$75,000, per renewal option under bid #23-021 SWM, first of three optional renewals.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached RENEWAL to V3 Construction Company, Ltd., 7325 Janes Ave, Woodridge, IL, 60517; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 9th day of April, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 24-1013	RFP, BID, QUOTE OR RENEWAL #: 23-021-SWM	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$75,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 04/02/2024	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$300,000.00
	CURRENT TERM TOTAL COST: \$75,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: V3 Construction Company, Ltd.	VENDOR #: 10802	DEPT: Stormwater Management	DEPT CONTACT NAME: Jenna Fahey
VENDOR CONTACT: Mike Famiglietti	VENDOR CONTACT PHONE: 630-330-7626	DEPT CONTACT PHONE #: 407-6728	DEPT CONTACT EMAIL: jenna.fahey@dupageco.org
VENDOR CONTACT EMAIL: mfamiglietti@v3co.com	VENDOR WEBSITE: https://www.v3co.com	DEPT REQ #: 1600-2410	
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.). Hire a firm specializing in native vegetation management to assist DuPage County staff with the maintenance of native vegetation at various County owned properties. This contract is an interdepartmental shared services for SWM, PW, DOT and Facilities Management. The cost of these services will be provided on an on-call basis for a cost not to exceed \$75,000.00			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Selected through DuPage County Procurement Department's RFP process for professional services. RFP #23-021-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.
RENEWAL	
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. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Maintenance of the native vegetation on the County owned properties is necessary for both functional and aesthetic performance. Many of the properties are located in residential or business areas that are frequently viewed or used for passive recreation by many DuPage County residents. The County has a responsibility to maintain these properties and to prevent infestations of unsightly and non-native weedy vegetation.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Approve contract with V3 Construction Group to provide native vegetation maintenance services on County owned properties as directed by staff for an amount not to exceed \$75,000. 2) Complete native vegetation management services for the projects in-house. Not feasible due to the limitations of staff capabilities such as required herbicide licenses, prescribed burn training; and lack of proper equipment. 3) Do nothing. This option is not recommended as DuPage County has a responsibility to maintain the vegetation on their facilities.

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#: 10802	Dept: Stormwater Management	Division:
Attn: Mike Famiglietti	Email: mfamiglietti@v3co.com	Attn: Jenna Fahey	Email: jenna.fahey@dupageco.org
Address: 7325 Janes Ave	City: Woodridge	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60517	State: IL	Zip: 60187
Phone: 630-330-7626	Fax:	Phone: 630-407-6728	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: V3 Construction Group. Ltd.	Vendor#: 10802	Dept: Stormwater Management	Division:
Attn: Mike Famiglietti	Email: mfamiglietti@v3co.com	Attn: Jenna Fahey	Email: jenna.fahey@dupageco.org
Address: 7325 Janes Ave	City: Woodridge	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60512	State: IL	Zip: 60187
Phone: 630-330-7626	Fax:	Phone: 630-407-6728	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 1, 2024	Contract End Date (PO25): Apr 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		Maintenance of the native vegetation on the County owned properties.	FY24	1600	3000	53340		50,000.00	50,000.00
2	1	EA		Maintenance of the native vegetation on the County owned properties	FY25	1600	3000	53340		25,000.00	25,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 75,000.00

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



AMENDMENT FOR CONTRACT RENEWAL

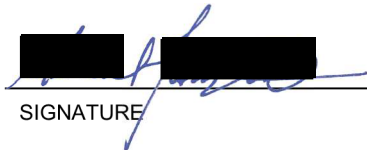
This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and V3 Construction Group, Ltd., located at 7325 Janes Avenue, Woodridge, IL 60517, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-021-SWM which became effective on 5/1/2023 and which will expire 4/30/2024. 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 4/30/2025.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract, including a one-time price adjustment effective 5/1/2024 as per the attached correspondence dated 3/21/2024.

CONTRACTOR


SIGNATURE

Michael Famiglietti

PRINTED NAME

President

PRINTED TITLE

03/21/2024

DATE

THE COUNTY OF DUPAGE

SIGNATURE

Brian Rovik

PRINTED NAME

Buyer I

PRINTED TITLE

DATE



March 21, 2024

Brian Rovik
Buyer I
DuPage County Finance – Procurement
421 N. County Farm Road
Wheaton, IL 60187

RE: DuPage County Contract Renewal 23-021-SWM

Dear Mr. Rovik,

Enclosed you will find the revised schedule of values for the DuPage County Contract 23-021-SWM as pertains to the 2024 renewal. Please note that no dollar values have changed, and only the order in which the cost and associated density level of the selective clearing (item No. 3a-3i) has been updated. The change to this will now reflect lowest cost being associated with lowest density and increasing in cost with density level. Please let me know if you have any questions or should need anything further at this time.

Sincerely,
V3 Construction Group, Ltd.

A handwritten signature in black ink, appearing to read 'Andrea Pini', is written over a black rectangular redaction box.

Andrea Pini
Project Manager II



SECTION 8 - BID FORM PRICING

The CONSULTANT shall invoice the COUNTY for services rendered, as ordered by the COUNTY, at the fees set forth herein. CONSULTANT's fees include all wages and salaries for personnel, materials, equipment rental, mileage, mobilization and overhead expenses related to the CONSULTANT's performance of the specified service or task.

NO	ITEM	UOM	PRICE
1	SEEDING/PLANTING:		
	a. hand broadcast 1 (permanent seeding)	ACRE	\$ 2,323.00
	b. hand broadcast 2 (supplemental seeding)	ACRE	\$ 1,507.00
	b. ATV/machine broadcast	ACRE	\$ 1,944.00
	c. drill seed	ACRE	\$ 2,197.00
	d. ground prep (light roto-tilling)	ACRE	\$ 437.00
	e. installation of plant plug (2.25" x 5" sized) Common native species will be requested	EA	\$ 2.35
	f. installation of plant plug (1 gallon sized) Common native species will be requested	EA	\$ 6.50
	TOTAL SECTION 1		\$ 8,416.85

2	HERBICIDE APPLICATION		
	a. spot spray (routine/light to moderate coverage)	ACRE	\$ 633.00
	b. spot spray (heavy coverage)	ACRE	\$ 1,001.00
	c. hand wick (routine/light to moderate coverage)	ACRE	\$ 943.00
	d. hand wick (heavy coverage)	ACRE	\$ 1,449.00
	e. boom spray	ACRE	\$ 851.00
	f. basal bark treatment (routine/light to moderate coverage)	ACRE	\$ 650.00
	g. basal bark treatment (heavy coverage)	ACRE	\$ 1,000.00
	TOTAL SECTION 2		\$ 6,527.00



NO	ITEM	UOM	PRICE
3	SELECTIVE CLEARING		
	a. cut, stack, burn (light density)	ACRE	\$ 4,910.00
	b. cut, stack, burn (medium density)	ACRE	\$ 5,647.00
	c. cut, stack, burn (heavy density)	ACRE	\$ 5,900.00
	d. cut and stack only (light density)	ACRE	\$ 3,930.00
	e. cut and stack only (medium density)	ACRE	\$ 4,520.00
	f. cut and stack only (heavy density)	ACRE	\$ 4,930.00
	g. cut, chip and remove (light density);	ACRE	\$ 7,100.00
	h. cut, chip and remove (moderate density)	ACRE	\$ 8,100.00
	i. cut, chip and remove (heavy density)	ACRE	\$ 8,165.00
	j. herbicide application to stumps only The scale of this work may vary significantly; therefore, the CONSULTANT must submit a quote to DuPage County Stormwater Management staff for approval prior to work.	PER QUOTE	
	TOTAL SECTION 3		\$ 53,202.00
	Grand Total Sections 1-3		\$ 68,145.85
GRAND TOTAL SECTIONS 1-3 (In words)			

NO	ITEM	UOM	PRICE
4	PRESCRIBED BURN		
	a. permit, plan, notifications and administration	SITE	\$ 2,139.00
	b. burn implementation <1 acre	SITE	\$ 2,760.00
	c. burn implementation 1-5 acres	ACRE	\$ 2,507.00
	d. burn implementation >5 acres	ACRE	\$ 1,886.00
5	HAND PULLING/CUTTING VEGETATION		
	a. routine/light to moderate coverage	ACRE	\$ 650.00
	b. heavy coverage	ACRE	\$ 1,000.00
	c. disposal from site The scale of this work may vary significantly; therefore, the CONSULTANT must submit a quote to DuPage County Stormwater staff for approval prior to work.	PER QUOTE	
	d. weeding of formal native plant beds Task will occur 1-2 times per month during the growing season	ACRE	\$ 4,807.00
	e. cutting and removal of flower heads (light to routine coverage)	ACRE	\$ 650.00
	f. cutting and removal of flower heads (heavy coverage)	ACRE	\$ 1,000.00



NO	ITEM	UOM	PRICE
6	MOWING		
	a. tractor/ATV	ACRE	\$ 943.00
	b. brush cutter (spot mowing)	ACRE	\$ 506.00
7	INSTALLATION OF EROSION CONTROL BLANKET		
	a. S75BN	ACRE	\$ 9,476.00
	b. S150BN	ACRE	\$ 11,673.00
8	HOURLY RATE SHEDULE FOR ADDITIONAL SERVICES		
	Project Manager	HOUR	\$ 207.00
	Crew Leader	HOUR	\$ 92.00
	Restoration Technician	HOUR	\$ 69.00

SECTION 8 - BID FORM PRICING

The CONSULTANT shall invoice the COUNTY for services rendered, as ordered by the COUNTY, at the fees set forth herein. CONSULTANT's fees include all wages and salaries for personnel, materials, equipment rental, mileage, mobilization and overhead expenses related to the CONSULTANT's performance of the specified service or task.

NO	ITEM	UOM	PRICE
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	g. basal bark treatment (heavy coverage)	ACRE	\$ 1,000.00
	TOTAL SECTION 2		\$ 6,527.00

NO	ITEM	UOM	PRICE
3	SELECTIVE CLEARING		
	a. cut, stack, burn (light density)	ACRE	\$ 5,647.00
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	c. cut, stack, burn (heavy density)	ACRE	\$ 5,900.00
	d. cut and stack only (light density)	ACRE	\$ 4,520.00
	e. cut and stack only (medium density)	ACRE	\$ 3,930.00
	f. cut and stack only (heavy density)	ACRE	\$ 4,930.00
	g. cut, chip and remove (light density);	ACRE	\$ 8,165.00
	h. cut, chip and remove (moderate density)	ACRE	\$ 7,100.00
	i. cut, chip and remove (heavy density)	ACRE	\$ 8,100.00
	j. herbicide application to stumps only The scale of this work may vary significantly; therefore, the CONSULTANT must submit a quote to DuPage County Stormwater Management staff for approval prior to work.	PER QUOTE	
	TOTAL SECTION 3		\$ 53,202.00
	Grand Total Sections 1-3		\$ 68,145.85
GRAND TOTAL SECTIONS 1-3 (In words)			

NO	ITEM	UOM	PRICE
4	PRESCRIBED BURN		
	a. permit, plan, notifications and administration	SITE	\$ 2,139.00
	b. burn implementation <1 acre	SITE	\$ 2,760.00
	c. burn implementation 1-5 acres	ACRE	\$ 2,507.00
	d. burn implementation >5 acres	ACRE	\$ 1,886.00
5	HAND PULLING/CUTTING VEGETATION		
	a. routine/light to moderate coverage	ACRE	\$ 650.00
	b. heavy coverage	ACRE	\$ 1,000.00
	c. disposal from site The scale of this work may vary significantly; therefore, the CONSULTANT must submit a quote to DuPage County Stormwater staff for approval prior to work.	PER QUOTE	
	d. weeding of formal native plant beds Task will occur 1-2 times per month during the growing season	ACRE	\$ 4,807.00
	e. cutting and removal of flower heads (light to routine coverage)	ACRE	\$ 650.00
	f. cutting and removal of flower heads (heavy coverage)	ACRE	\$ 1,000.00

NO	ITEM	UOM	PRICE
6	MOWING		
	a. tractor/ATV	ACRE	\$ 943.00
	b. brush cutter (spot mowing)	ACRE	\$ 506.00
7	INSTALLATION OF EROSION CONTROL BLANKET		
	a. S75BN	ACRE	\$ 9,476.00
	b. S150BN	ACRE	\$ 11,673.00
8	HOURLY RATE SHEDULE FOR ADDITIONAL SERVICES		
	Project Manager	HOUR	\$ 207.00
	Crew Leader	HOUR	\$ 92.00
	Restoration Technician	HOUR	\$ 69.00

to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.) Further, the offeror certifies that he has provided 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 offeror, 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 cost schedule.

PROPOSAL AWARD CRITERIA

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

X [Signature] _____
(Signature and Title) Treasurer



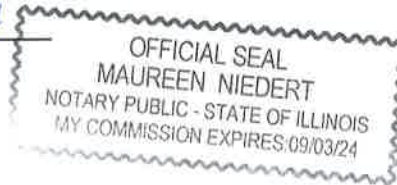
CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this Ninth day of March AD, 2023

[Signature] _____

My Commission Expires: 9/3/2024
(Notary Public)





THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
NATIVE VEG MANAGEMENT FOR COUNTY OWNED PROPERTY 23-021-SWM
BID TABULATION

Criteria	Available Points	√				
		V3 Construction Group LTD	Blue Stem Ecological	Encap Inc.	Pizzo & Asso. LTD	Stantec Consulting Services Inc.
Firm Qualifications	30	28	21	28	29	23
Key Qualifications	30	28	23	27	29	23
Project Understanding	20	20	15	20	20	17
Price	20	20	11	18	11	17
Total	100	96	70	92	88	80

Fee and Rate Proposal	\$ 68,145.75	\$ 122,136.50	\$ 76,781.25	\$ 126,482.75	\$ 81,868.00
Percentage of points	100%	56%	89%	54%	83%
Points awarded (wtd against lowest price)	20	11	18	11	17

NOTES

RFP Posted on 2/10/2023	
Bid Opened On 3/9/2023, 2:30 PM CST by	DW, NE
Invitations Sent	22
Total Requesting Documents	0
Total Bid Responses Received	5



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: 3/22/24

Bid/Contract/PO #: 23-021-SWM

Company Name: V3 Construction Group, LLC	Company Contact: Mike Famiglietti
Contact Phone: C 630.330.7626	Contact Email: mfamiglietti@v3co.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Printed Name

Title

Date


KEITH BUTKUS
VICE PRESIDENT
3/25/24

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

**LIST OF V3 COMPANIES CONTRIBUTIONS
2023**

Friday, March 22, 2024 V3 Companies, Ltd.
7325 Janes Ave.
Woodridge, IL 60517

DATE	RECIPIENT/DONOR/DETAILS	AMOUNT	detail_wbs2
3/20/2023	FRIENDS OF GILBERT VILLEGAS FOR ALDERMAN / ACEC event sponsorship	\$1,000	WOODCHI
5/25/2023	CITIZENS FOR JOHN NOAK / Silver sponsorship/reception Kurt	\$500	WOODCHI
7/12/2023	IRVIN FOR AURORA / Annual golf outing,	\$650	WOODCHI
8/28/2023	MCCOMBIE FOR ILLINOIS / per Lou -ok PK	\$250	WOODCHI
8/28/2023	BRAD STEPHENS FOR STATE REPRESENTATIVE /	\$250	WOODCHI
9/14/2023	AMERICAN COUNCIL OF ENG COMPANIES OF IL / Speaker Welch event -	\$250	WOODCHI
1/9/2023	Wallin, Michael / Lunch with client City of Aurora	\$47	WOODCHI
6/16/2023	Corrigan, Kurt / A *Keith 4 Mayor 225-25013	\$900	WOODCHI
9/8/2023	Corrigan, Kurt / ACTBLUE* J.BERTINO.TAR HTTPSSECU	\$1,000	WOODCHI
		\$4,847	

Authorized Signature

Printed Name

Title

Date

PAGE 2 OF 2



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0011-24

Agenda Date: 4/2/2024

Agenda #: 9.E

**AWARDING RESOLUTION ISSUED TO PIZZO & ASSOCIATES, LTD., FOR PROFESSIONAL NATIVE
VEGETATION MANAGEMENT SERVICES FOR STORMWATER MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED \$50,000)**

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

WHEREAS, the Stormwater Management Committee recommends County Board approval for the issuance of a contract to Pizzo & Associates, Ltd., for professional native vegetation management services, for the period May 1, 2024 through April 30, 2025, for Stormwater Management.

NOW, THEREFORE, BE IT RESOLVED, that County Contract, covering said, for native vegetation management services, for the period May 1, 2024 through April 30, 2025, for Stormwater Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Pizzo & Associates, Ltd., 10729 Pine Road, Leland, IL 60531, for a contract total amount not to exceed \$50,000, per renewal option under bid #23-021 SWM, first of three optional renewals.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached RENEWAL to, Pizzo & Associates, Ltd., 10729 Pine Road, Leland, IL 60531; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 9th day of April, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist

Procurement Services Division

This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-1014	RFP, BID, QUOTE OR RENEWAL #: 23-021-SWM	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$50,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 04/02/2024	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$200,000.00
	CURRENT TERM TOTAL COST: \$50,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Pizzo & Associates, Ltd.	VENDOR #: 32985	DEPT: Stormwater Management	DEPT CONTACT NAME: Jenna Fahey
VENDOR CONTACT: Krystal Lee	VENDOR CONTACT PHONE: 815-826-0748	DEPT CONTACT PHONE #: 407-6728	DEPT CONTACT EMAIL: jenna.fahey@dupageco.org
VENDOR CONTACT EMAIL: krystall@pizzo.info	VENDOR WEBSITE: www.pizzo.info	DEPT REQ #: 1600-2409	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Hire a firm specializing in native vegetation management to assist DuPage County staff with the maintenance of native vegetation at various County owned properties. This contract is an interdepartmental shared services for SWM, PW, DOT and Facilities Management. The cost of these services will be provided on an on-call basis for a cost not to exceed \$50,000.00			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Selected through DuPage County Procurement Department's RFP process for professional services. RFP #23-021-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. RENEWAL
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. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Maintenance of the native vegetation on the County owned properties is necessary for both functional and aesthetic performance. Many of the properties are located in residential or business areas that are frequently viewed or used for passive recreation by many DuPage County residents. The County has a responsibility to maintain these properties and to prevent infestations of unsightly and non-native weedy vegetation.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Approve contract with Pizzo & Associates, Ltd. to provide native vegetation maintenance services on County owned properties as directed by staff for an amount not to exceed \$50,000.00. 2) Complete native vegetation management services for the projects in-house. Not feasible due to the limitations of staff capabilities such as required herbicide licenses, prescribed burn training; and lack of proper equipment. 3) Do nothing. This option is not recommended as DuPage County has a responsibility to maintain the vegetation on their facilities.

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: Pizzo & Associates, Ltd.	Vendor#: 32985	Dept: Stormwater Management	Division:
Attn: Krystal Lee	Email: krystall@pizzo.info	Attn: Jenna Fahey	Email: jenna.fahey@dupageco.org
Address: 10729 Pine Road	City: Leland	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60531	State: IL	Zip: 60187
Phone: 815-495-2300	Fax:	Phone: 630-407-6728	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Pizzo & Associates, Ltd.	Vendor#: 32985	Dept: Stormwater Management	Division:
Attn: Krystal Lee	Email: krystall@pizzo.info	Attn: Jenna Fahey	Email: jenna.fahey@dupageco.org
Address: 10729 Pine Road	City: Leland	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60531	State: IL	Zip: 60187
Phone: 815-495-2300	Fax:	Phone: 630-407-6728	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 1, 2024	Contract End Date (PO25): Apr 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		Maintenance of the native vegetation on the County owned properties.	FY24	1600	3000	53340		40,000.00	40,000.00
2	1	EA		Maintenance of the native vegetation on the County owned properties	FY25	1600	3000	53340		10,000.00	10,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 50,000.00

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

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



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 Pizzo & Associates, LTD. located at 10729 Pine Rd., Leland, IL 60531, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-021-SWM which became effective on 5/1/2023 and which will expire 4/30/2024. 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 4/30/2025.

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

Krystal Lee

Brian Rovik

PRINTED NAME

PRINTED NAME

Business Development and Growth Manager

Buyer I

PRINTED TITLE

PRINTED TITLE

03/15/2024

DATE

DATE

SECTION 8 - BID FORM PRICING

The CONSULTANT shall invoice the COUNTY for services rendered, as ordered by the COUNTY, at the fees set forth herein. CONSULTANT's fees include all wages and salaries for personnel, materials, equipment rental, mileage, mobilization and overhead expenses related to the CONSULTANT's performance of the specified service or task.

NO	ITEM	UOM	PRICE
1	SEEDING/PLANTING:		
	a. hand broadcast 1 (permanent seeding)	ACRE	\$2,920.00
	b. hand broadcast 2 (supplemental seeding)	ACRE	\$2,160.00
	b. ATV/machine broadcast	ACRE	\$1,900.00
	c. drill seed	ACRE	\$1,900.00
	d. ground prep (light roto-tilling)	ACRE	\$2,160.00
	e. installation of plant plug (2.25" x 5" sized) Common native species will be requested	EA	\$3.75
	f. installation of plant plug (1 gallon sized) Common native species will be requested	EA	\$18.00
	TOTAL SECTION 1		\$11,061.75

2	HERBICIDE APPLICATION		
	a. spot spray (routine/light to moderate coverage)	ACRE	\$1,618.00
	b. spot spray (heavy coverage)	ACRE	\$3,260.00
	c. hand wick (routine/light to moderate coverage)	ACRE	\$2,250.00
	d. hand wick (heavy coverage)	ACRE	\$3,615.00
	e. boom spray	ACRE	\$800.00
	f. basal bark treatment (routine/light to moderate coverage)	ACRE	\$1,618.00
	g. basal bark treatment (heavy coverage)	ACRE	\$3,260.00
	TOTAL SECTION 2		\$16,421.00

NO	ITEM	UOM	PRICE
3	SELECTIVE CLEARING		
	a. cut, stack, burn (light density)	ACRE	\$6,400.00
	b. cut, stack, burn (medium density)	ACRE	\$9,600.00
	c. cut, stack, burn (heavy density)	ACRE	\$12,800.00
	d. cut and stack only (light density)	ACRE	\$4,800.00
	e. cut and stack only (medium density)	ACRE	\$6,400.00
	f. cut and stack only (heavy density)	ACRE	\$8,000.00
	g. cut, chip and remove (light density);	ACRE	\$12,750.00
	h. cut, chip and remove (moderate density)	ACRE	\$17,000.00
	i. cut, chip and remove (heavy density)	ACRE	\$21,250.00
	j. herbicide application to stumps only The scale of this work may vary significantly; therefore, the CONSULTANT must submit a quote to DuPage County Stormwater Management staff for approval prior to work.	PER QUOTE	
	TOTAL SECTION 3		\$99,000.00
	Grand Total Sections 1-3		\$126,482.75
GRAND TOTAL SECTIONS 1-3 (In words) One hundred and twenty six thousand and four hundred and eighty two dollars and seventy five cents.			

NO	ITEM	UOM	PRICE
4	PRESCRIBED BURN		
	a. permit, plan, notifications and administration	SITE	\$3,500.00
	b. burn implementation <1 acre	SITE	\$1,300.00
	c. burn implementation 1-5 acres	ACRE	\$1,200.00
	d. burn implementation >5 acres	ACRE	\$600.00
5	HAND PULLING/CUTTING VEGETATION		
	a. routine/light to moderate coverage	ACRE	\$1,600.00
	b. heavy coverage	ACRE	\$3,200.00
	c. disposal from site The scale of this work may vary significantly: therefore, the CONSULTANT must submit a quote to DuPage County Stormwater staff for approval prior to work.	PER QUOTE	
	d. weeding of formal native plant beds Task will occur 1-2 times per month during the growing season	ACRE	\$6,400.00
	e. cutting and removal of flower heads (light to routine coverage)	ACRE	\$2,240.00
	f. cutting and removal of flower heads (heavy coverage)	ACRE	\$3,600.00

NO	ITEM	UOM	PRICE
6	MOWING		
	a. tractor/ATV	ACRE	\$1,400.00
	b. brush cutter (spot mowing)	ACRE	\$1,600.00
7	INSTALLATION OF EROSION CONTROL BLANKET		
	a. S75BN	ACRE	\$10,200.00
	b. S150BN	ACRE	\$11,680.00
8	HOURLY RATE SHEDULE FOR ADDITIONAL SERVICES		
	Project Manager	HOUR	\$200.00
	Crew Leader	HOUR	\$90.00
	Restoration Technician	HOUR	\$70.00

SECTION 9 - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	Pizzo & Associates, LTD.
Main Business Address	10729 Pine Rd
City, State, Zip Code	Leland, IL 60531
Telephone Number	815-495-2300
Fax Number	815-495-2300
Proposal Contact Person	Krystal Lee, General Manager - Western Territory
Email Address	krystall@pizzo.info

The undersigned certifies that he is:

☒ the Owner/Sole Proprietor
 ☐ a Member of the Partnership
 ☐ an Officer of the Corporation
 ☐ a Member of the Joint Venture

herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

<u>Jack Pizzo</u> (President or Partner)	<u>Jack Pizzo</u> (Vice-President or Partner)
<u>Jack Pizzo</u> (Secretary or Partner)	<u>Jack Pizzo</u> (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal 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 Manager, DuPage Center, 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 Proposal 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 Offeror 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 Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-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 proposal and has checked the same in detail before submitting this proposal, 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. (Offeror may be requested

to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.) Further, the offeror certifies that he has provided 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 offeror, 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 cost schedule.

PROPOSAL AWARD CRITERIA

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

[Redacted Signature]

(Signature and Title)

General Manager - Western Territory

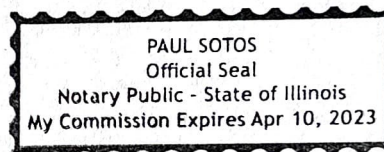
CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this 8 day of March AD, 2023

[Redacted Signature]

My Commission Expires: 04/10/2023
(Notary Public)





THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
NATIVE VEG MANAGEMENT FOR COUNTY OWNED PROPERTY 23-021-SWM
BID TABULATION

Criteria	Available Points	√				
		V3 Construction Group LTD	Blue Stem Ecological	Encap Inc.	Pizzo & Asso. LTD	Stantec Consulting Services Inc.
Firm Qualifications	30	28	21	28	29	23
Key Qualifications	30	28	23	27	29	23
Project Understanding	20	20	15	20	20	17
Price	20	20	11	18	11	17
Total	100	96	70	92	88	80

Fee and Rate Proposal	\$ 68,145.75	\$ 122,136.50	\$ 76,781.25	\$ 126,482.75	\$ 81,868.00
Percentage of points	100%	56%	89%	54%	83%
Points awarded (wtd against lowest price)	20	11	18	11	17

NOTES

RFP Posted on 2/10/2023	
Bid Opened On 3/9/2023, 2:30 PM CST by	DW, NE
Invitations Sent	22
Total Requesting Documents	0
Total Bid Responses Received	5



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: 03/15/2024

Bid/Contract/PO #: 23-021-SWM

Company Name: <u>Pizzo and Associates, Ltd.</u>	Company Contact: <u>Krystal Lee</u>
Contact Phone: <u>815-826-0748</u>	Contact Email: <u>Krystall@pizzo.info</u>

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, 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.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature _____

Printed Name Krystal Lee

Title Business Development and Growth Manager

Date 03/15/2024

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



Finance Resolution

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

File #: FI-R-0056-24

Agenda Date: 4/2/2024

Agenda #: 9.F

ACCEPTANCE AND APPROPRIATION OF THE
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
PY21 SECTION 604B WATER QUALITY MANAGEMENT PLANNING GRANT
INTER-GOVERNMENTAL AGREEMENT NO. 6042102
COMPANY 5000 - ACCOUNTING UNIT 3065
\$125,600

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

WHEREAS, the County of DuPage, through the Stormwater Management Division, has been notified by the Illinois Environmental Protection Agency that grant funds in the amount of \$125,600 (ONE HUNDRED TWENTY-FIVE THOUSAND SIX HUNDRED AND NO/100 DOLLARS) are available to facilitate the creation of a watershed-based plan for the Northern Half of the West Branch of the DuPage River designed to improve water quality by controlling nonpoint source pollution; and

WHEREAS, to receive said grant funds, the County of DuPage, through the Stormwater Management Division, must enter into Inter-Governmental Agreement No. 6042102 with the Illinois Environmental Protection Agency, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of the grant agreement is from March 1, 2024 through January 31, 2026; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this funding does not add any additional subsidy from the County; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Inter-Governmental Agreement No. 6042102 (ATTACHMENT II) between DuPage County and Illinois Environmental Protection Agency is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$125,600 (ONE HUNDRED TWENTY-FIVE THOUSAND SIX HUNDRED AND NO/100 DOLLARS) be made to establish the IEPA PY21 Section 604B Water Quality Management Planning Grant, Company 5000 - Accounting Unit 3065, for period March 1, 2024 through January 31, 2026; and

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

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

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

Enacted and approved this 9th day of April, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH THE
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
PY21 SECTION 604B WATER QUALITY MANAGEMENT PLANNING GRANT
INTER-GOVERNMENTAL AGREEMENT NO. 6042102
COMPANY 5000 – ACCOUNTING UNIT 3065
\$125,600

REVENUE

41000-0006 - Federal Operating Grant - EPA \$ 125,600

TOTAL ANTICIPATED REVENUE \$ 125,600

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries \$ 25,633

51010-0000 - Employer Share I.M.R.F. 2,107

51030-0000 - Employer Share Social Security 1,961

51040-0000 - Employee Med & Hosp Insurance 5,899

TOTAL PERSONNEL \$ 35,600

CONTRACTUAL

53010-0000 - Engineering/Architectural Svc \$ 90,000

TOTAL CONTRACTUAL \$ 90,000

TOTAL ADDITIONAL APPROPRIATION \$ 125,600

INTERGOVERNMENTAL AGREEMENT

AGREEMENT NUMBER: 6042102

This Intergovernmental Agreement (the "Agreement") is entered by and between the Illinois Environmental Protection Agency ("Illinois EPA" or "Agency") and the County of DuPage ("Contractor"). Illinois EPA and Contractor may also be individually referred to herein as "Party" and collectively as "Parties".

1. PURPOSE AND AUTHORITY:

- A. Development of a watershed-based plan for the Northern half of the West Branch DuPage River in DuPage and Cook Counties in Northern Illinois. This plan will meet USEPA's 9 elements of a watershed-based plan. The plan will include a watershed inventory and input from watershed stakeholders and local experts. Watershed-based planning will include stakeholder meetings. The project will also include outreach and education activities crafted specifically for the local watersheds. The plan will include development of an executive summary and completion of the Illinois EPA's Illinois Watershed-Based Plan or Total Maximum Daily Load Implementation Plan Joint Evaluation Form.
 - B. Section 5 of the Intergovernmental Cooperation Act provides, in part, that "[a]ny one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform" (5 ILCS 220/5). Illinois EPA and County of DuPage are "public agencies" within the meaning of Section 2 of the Intergovernmental Cooperation Act. (5 ILCS 220/2).
2. **TERM:** This Agreement shall begin on March 1, 2024, and shall terminate on January 31, 2026, unless sooner terminated or further extended as provided herein ("Term"). This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days prior written notice. The Contractor shall be paid for work completed, in accordance with this Agreement and delivered to the Illinois EPA, as well as any noncancelable obligations made prior to the date of termination if the Agreement is terminated by Illinois EPA without cause. The Agreement shall be deemed terminated for cause by Illinois EPA in the event that the Contractor is in default or breach hereunder. Such noncancelable obligations must be: a) clearly documented as occurring prior to the date of termination notice; b) proven to be noncancelable; c) properly established in accordance with this Agreement; and d) of a nature that cannot be reasonably entered as a cancellable obligation.
3. **PRICE:** In consideration of the services rendered under the terms of this Agreement, the Illinois EPA shall compensate the Contractor:

- A. **Expenses:** (where applicable) The Contractor shall be reimbursed for necessary travel expenses incurred in fulfilling obligations under this Agreement. Such expenses shall be reimbursed at the rates and for the purposes applicable to the employees of the Contractor. Total travel expenses shall not exceed: \$0.00
- B. **Maximum Amount:** The total payments under this Agreement shall not exceed \$125,600.00 without a formal amendment and subject to the appropriation and funding contingencies herein. The Maximum Amount shall be entered by Illinois EPA prior to execution of the Agreement.

4. **SCOPE OF WORK:**

- A. The Contractor shall perform all terms, conditions and provisions contained in the Scope of Work, which is hereby incorporated into this Agreement as Attachment C.
- B. Contractor shall not be responsible, at any time, for directing the work of any other contractor or subcontractor of Illinois EPA.
- C. Contractor will provide all services and the necessary personnel and equipment required to complete the Scope of Work.
- D. Contractor will provide professional quality, technical accuracy, timely completion, and the coordination of all services furnished by Contractor under this Agreement. Illinois EPA shall not be responsible for remediating any insufficiencies on the part of the Contractor.
- E. Nothing in this Agreement shall preclude Illinois EPA from imposing additional requirements necessary to protect human health or the environment. Nor shall anything in this Agreement preclude Illinois EPA from imposing additional requirements in the event that new information is discovered or developed that indicates such requirements are necessary to protect human health or the environment.

5. PAYMENTS:

- A. Contactor shall submit invoices to Illinois EPA, no more frequently than every 30 days, or within thirty (30) days of the end of each quarter. Contactor shall provide hours spent on Scope of Work together with sufficient documentation to support its pay request. Illinois EPA agrees to pay the hourly rates set forth in attached Appendix D, not to exceed the Maximum Amount, subject to the appropriation and funding contingencies herein. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the Illinois EPA no later than July 31 of that year.
- B. Failure by Contractor to submit pay request(s) to Illinois EPA in a timely manner (i.e., as provided in paragraph 5 A above) will render the amounts billed an unallowable cost which Illinois EPA will not reimburse. In the event that Contractor is unable, for good cause, to submit a timely pay request(s), Contractor shall notify Illinois EPA in a timely manner of such inability and may request an extension of time to submit said pay request(s). Illinois EPA's approval of such request(s) for an extension of time to submit a pay request(s) shall not be unreasonably withheld.
- C. Illinois EPA shall send a voucher for payment of an approved request for payment to the Comptroller's Office no more than sixty (60) days after receipt of the request. Notwithstanding the foregoing, Illinois EPA shall not be responsible for any delays in the Comptroller making any payment or payments hereunder.

- 6. **CONFLICT OF INTEREST:** Contractor agrees to comply with the provisions of the Illinois Procurement Code prohibiting conflict of interest (30 ILCS 500/50-13) and all those terms, conditions and provisions apply to this Agreement and are made a part of this Agreement the same as though they were incorporated and included herein.
- 7. **WORK PRODUCTS:** All documents, including reports and all other work products, delivered, or specified to be delivered by the Contractor under this Agreement shall become and remain the property of the Illinois EPA. Any equipment purchased with funds provided by this Agreement shall become and remain property of the Contractor. Copies of raw data utilized in the preparation of these documents, reports, and other work products shall be made available to the State upon request. Contractor shall provide all personnel, materials, and equipment necessary to fulfill the purposes of this Agreement. Neither Contractor nor its personnel shall be considered agents or employees of the Illinois EPA.
- 8. **MULTIPLE COUNTERPARTS:** This Agreement may be executed in one or more counterparts, all of which shall be one and the same Agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart.

9. **BILLING:** The Contractor shall submit billing with supporting documentation and upon acceptance shall be paid in accordance with Section 5 above. Billing shall be submitted as follows:

Agency:	Illinois Environmental Protection Agency
Invoices accepted:	EPA.FiscalServ@Illinois.gov
Contract number:	6042102

10. **LAWS OF ILLINOIS:** This Agreement shall be governed in all respects by the laws of the State of Illinois. Any permits and/or licenses necessary to perform the work will be secured and paid for by the Contractor. If Contractor subcontracts any Scope of Work hereunder, it shall comply with the applicable provisions of the Illinois Procurement Code (30 ILCS 500/1-1, et seq.) and the Architectural, Engineering and Land Surveying Qualifications Based Selection Act (30 ILCS 535/1, et. seq.). All purchases of equipment, supplies, goods, and other materials by Contractor hereunder shall be made in accordance with the Illinois Procurement Code.
11. **AVAILABILITY OF APPROPRIATION; SUFFICIENCY OF FUNDS:** Notwithstanding any provision herein to the contrary, this Agreement and the Parties' obligations hereunder are contingent upon and subject to the availability of sufficient funds. The Illinois EPA may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if: (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Illinois EPA by the State or the Federal funding source; (ii) the Governor or the Illinois EPA reserves funds; (iii) the Governor or the Illinois EPA determines that funds will not or may not be available for payment; or (iv) Illinois EPA determines that there are otherwise insufficient funds available. Illinois EPA shall provide notice, in writing, to Contractor of any such funding and/or appropriation failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
12. **AUDIT/RETENTION OF RECORDS:** Contractor shall maintain books and records relating to the performance of the Scope of Work necessary to support amounts charged to the Illinois EPA pursuant to this Agreement using accounting procedures and practices that conform to generally accepted accounting principles and the State Records Act (5 ILCS 160). Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Agreement or completion of the Agreement, for a period of three (3) years from the later of final payment under the term or completion of the subcontract, or the retention period for maintaining such records established by Contractor pursuant to the State Records Act, whichever is later. If federal funds are used to pay Agreement costs, the Illinois EPA must notify the Contractor and the Contractor must retain its records for five (5) years or the applicable retention period, whichever is later. If any litigation, claim, negotiation, audit, cost recovery, or other action involving the

records has been started before the expiration of the applicable retention period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the applicable retention period, whichever is later.

Books and records required to be maintained under this Section shall be available for review or audit by representatives of: the Illinois EPA, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority (including agencies, departments, and instrumentalities of the federal government if federal funds are used and/or otherwise provided under federal law or any Agreement between Illinois EPA and a federal agency, department, or instrumentality providing funding for the Scope of Work), upon reasonable notice and during normal business hours. Contractor shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this Section shall establish a presumption in favor of the Illinois EPA for the recovery of any funds paid by the Illinois EPA under the Agreement for which adequate books and records are not available to support the purported disbursement.

13. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Agreement officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the Illinois EPA and the Contractor's terms, conditions and attachments, the Illinois EPA terms, conditions and attachments shall prevail.
14. **FREEDOM OF INFORMATION ACT:** This Agreement and all related public records maintained by, provided to or required to be provided to the Illinois EPA or Contractor are subject to the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) notwithstanding any provision to the contrary that may be found in this Agreement..
15. **ASSIGNMENT:** No Party may assign or delegate, in whole or part, the rights or obligations created by this Agreement without the prior written consent of the other Party. Any such assignment or delegation without the other Party's consent shall be null and void.
16. **ENTIRE AGREEMENT AND ATTACHMENTS:** This Agreement, including these attachments, constitutes the entirety of the Agreement between the Parties and supersedes any other agreement or communication, whether written or oral, that may have been made by either Party.

- ATTACHMENT A: STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS

- ATTACHMENT B: TAXPAYER IDENTIFICATION PAGE
- ATTACHMENT C: SCOPE OF WORK
- ATTACHMENT D: UNIFORM GRANT BUDGET TEMPLATE
- ATTACHMENT E: PROJECT AREA MAP

17. **CONFIDENTIAL INFORMATION** Each Party shall treat the confidential information of the other Party with the same degree of care and protection it affords to its own confidential information unless a different standard is set forth in this Agreement. Notwithstanding the forgoing, the Parties shall comply with applicable law relative to the inspection, copying and disclosure of records, including but not limited to the Freedom of Information Act (5 ILCS 140/1 et seq.) (applicable to both Parties) and Section 7 of the Environmental Protection Act (415 ILCS 5/7) (applicable to Illinois EPA).
18. **SEVERABILITY CLAUSE:** If any provision of this Agreement is found to be invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement.
19. **ABILITY TO CONTRACT:** Each Party represents to the other that it has the legal authority to enter into this Agreement. With respect to the subject matter of the Agreement, each Party shall duly authorize and execute any additional agreements, documents, instruments, amendments, and certification reasonably necessary and appropriate to maintain compliance with any applicable law.
20. **COVID:** In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Order 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of Higher Education, and State-owned and operated congregate facilities. The Contractor shall adhere to the requirements of these Executive Orders as applied by the Illinois EPA. The Illinois EPA may also implement vaccination or testing requirements that exceed those in the Executive Orders.
21. **ATTESTATION:** The below signatories represent that they are duly authorized to execute this Agreement on behalf of their respective bodies.
22. **NOTICE AND REPRESENTATIVES:**
All notices required to be given hereunder shall be sent by e-mail or certified mail to the other Party as provided below. Either Party may from time to time designate by written notice substitute addresses (including e-mail addresses) and/or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt:

To County of DuPage, Stormwater Management Department;
County of DuPage
421 N. County Farm Road, Wheaton, Illinois 60187
Mary Beth Falsey
marybeth.falsey@dupageco.org

To Illinois EPA:
Illinois Environmental Protection Agency
Watershed Management Section, Mailcode #15
P.O. Box 9276 Springfield, Illinois 62794-9276
Attention: Christine Davis
christine.davis@illinois.gov

23. **DISPUTES:** In the event of a dispute between the Parties concerning the Scope of Work to be performed, interpretation of results, next steps, or any other aspects of the work conducted under this Agreement, Marybeth Falsey [Contractor representative] and Christine Davis [Illinois EPA representative] will attempt to resolve such disputes promptly. If disputes cannot be resolved at this level within seven (7) workdays, the problem will be referred to the supervisors of these persons for further Illinois EPA/Contractor consultation within ten (10) workdays. This supervisory referral and resolution process will continue, if necessary and within time frames mutually agreeable to the Parties, to the level of Chief of the Bureau of Water within Illinois EPA and the Director for Stormwater Management for the Contractor.
24. **NO AGENCY OR OTHER RELATIONSHIP:** Nothing contained in this Agreement shall be construed to create, either expressly or by implication, the relationship of agency between the Contractor and Illinois EPA. Illinois EPA (including its employees, officers, representatives, agents, and contractors) is not authorized to represent or act on behalf of Contractor in any matter relating to the subject matter of this Agreement, and Contractor (including its employees, officers, representatives, agents, and contractors) is not authorized to represent or act on behalf of Illinois EPA in any matter relating to the subject matter of this Agreement. Nothing contained in this Agreement nor any act of the Parties shall be deemed or construed by any of the Parties hereto or by any third parties to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.
25. **NO THIRD-PARTY BENEFICIARIES:** This Agreement shall be binding on the Parties and shall inure to the benefit of the Parties and the State of Illinois. This Agreement shall not run to the benefit of, or be enforceable by, any person other than a Party.
26. **COMPLIANCE WITH APPLICABLE LAWS:** The Parties shall at all times observe and comply with all applicable federal, State, and local laws, regulations and codes which may in any manner affect the performance of this Agreement.
27. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any and all claims and disputes arising out of this Agreement or the Scope of Work

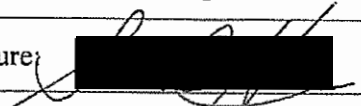
against the State of Illinois ("State"), Illinois EPA, Contractor, or any of their respective officials, officers, employees, or authorized representatives must be filed exclusively with and shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act (705 ILCS 505/1 *et seq.*). The Parties shall not enter into binding arbitration to resolve any dispute arising out of this Agreement. Neither Party waives sovereign immunity by entering into this Agreement.

28. **AMENDMENTS OR MODIFICATION:** This Agreement and the attachments hereto constitute the entire agreement between the Parties. This Agreement may be amended or modified only by a written agreement signed by the Parties to this Agreement.
29. **TITLE AND HEADINGS:** Titles and headings to Sections herein are inserted for reference only and are not intended to be a part of, or affect the meaning or interpretation of, this Agreement.
30. **GENERAL PROVISIONS:**
- A. If a Party waives a breach of any provision of this Agreement by the other Party, that waiver shall not operate or be construed as a waiver of any subsequent breach by said Party or prevent the non-breaching Party from enforcing such provision.
 - B. The Parties acknowledge that this Agreement was freely negotiated by each of the Parties hereto, each of whom was represented by separate counsel; accordingly, this Agreement shall be construed according to the fair meaning of its terms, and not against any Party.

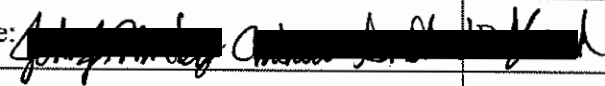
[SIGNATURE PAGE TO FOLLOW]

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY INTERGOVERNMENTAL AGREEMENT

CONTRACTOR

Name: County of DuPage	Address: 421 N. County Farm Road, Wheaton, Illinois 60187
Signature: 	Phone: (630) 407-6676
Printed Name: Sarah Hunn	Fax: (630) 407-6701
Title: Director of Stormwater Management	Email: sarah.hunn@dupageco.org
Date: 02.27.24	

STATE OF ILLINOIS

Agency: Illinois Environmental Protection Agency	
Street Address: 1021 N Grand Avenue E	
City, State ZIP: Springfield, IL 62702	
Director Signature:  2/28/24	
Printed Name: John J. Kim by Andrew G. Shackelford	
Director by Agency Purchasing Officer	
Legal Signature:	Date:
Legal Printed Name: Click here to enter text.	
Chief Legal Counsel	
Fiscal Signature:	Date:
Fiscal's Printed Name: Click here to enter text.	
Fiscal's Title: Click here to enter text.	

STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS

Public Agency acknowledges and agrees that compliance with this section and each subsection for the term of the Agreement and any renewals is a material requirement and condition of this Agreement. By executing this contract Public Agency certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

If this Agreement extends over multiple fiscal years including the initial term and all renewals, Public Agency shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this Agreement remains in effect.

If the Parties determine that any certification in this section is not applicable to this Agreement, it may be stricken without affecting the remaining subsections.

1. As part of each certification, Public Agency acknowledges and agrees that should Public Agency provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the Agreement may be void by operation of law,
 - the State may void the Agreement, and
 - the Public Agency or its agents may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Public Agency certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.
3. If Public Agency employs 25 or more employees and this contract is worth more than \$5000, Public Agency certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. (30 ILCS 580)
4. Public Agency certifies that the Public Agency is not participating or shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
5. Public Agency certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
6. Public Agency certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
7. Public Agency warrants and certifies that it and, to the best of its knowledge have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Contractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
8. Public Agency certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Technology Accessibility Act Standards as published at www.dhs.state.il.us/itaa. (30ILCS 587).

TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: Sarah Hunn

Business Name: County of DuPage

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number: 36-6006551

Legal Status (check one):

- | | |
|---|---|
| ☐ Individual | ☒ Governmental |
| ☐ Sole Proprietor | ☐ Nonresident alien |
| ☐ Partnership | ☐ Estate or trust |
| ☐ Legal Services Corporation | ☐ Pharmacy (Non-Corp.) |
| ☐ Tax-exempt | ☐ Pharmacy/Funeral Home/Cemetery (Corp.) |
| ☐ Corporation providing or billing medical and/or health care services | ☐ Limited Liability Company |
| ☐ Corporation NOT providing or billing medical and/or health care services | (select applicable tax classification) |
| | ☐ C = corporation |
| | ☐ P = partnership |

Signature of Authorized Representative:

Date: February 27, 2024

ATTACHMENT C

PROJECT DESCRIPTION

This project will develop a watershed-based plan (WBP) for the Northern half of the West Branch DuPage River watershed in DuPage and Cook Counties in Northern Illinois. The project area, as defined in Attachment E of this agreement, is approximate 30,015 acres and includes the following 12-digit HUCs (HUC 071200040801 and part of 071200040805 south to the confluence with Ferry Creek (IL_GBK-05 and IL_GBK-09). The WBP will be designed to improve water quality. The WBP will be consistent with the USEPA watershed-based plan guidance found in Appendix C of the Nonpoint Source Program and Grants Guidelines for States and Territories dated April 12, 2013 (as revised). The planning process will include outreach, information, and/or education products, such as public meetings, a watershed brochure, and educating property owners about best management practices (BMPs). The Grantee shall develop an executive summary and complete a self-assessment of the WBP using Illinois EPA's Watershed-Based Plan or Total Maximum Daily Load Implementation Plan Joint Evaluation Form.

OUTPUTS:

- One (1) Illinois-EPA approvable watershed-based plan for the Northern half of the West Branch DuPage River watershed in DuPage and Cook Counties that meets the nine elements of a watershed-based plan
- One (1) WBP Executive Summary
- One (1) completed *Illinois EPA WBP or Total Maximum Daily Load Implementation Plan Joint Evaluation Form*
- One Outreach and Information Strategy including:
 - Stakeholder meetings
 - Watershed website updates
 - Draft plan presentations

OUTCOMES:

- Water quality restoration of waterbodies in the Northern half of the West Branch DuPage River watershed in DuPage and Cook Counties.
- Future implementation of the WBP recommendations.

DELIVERABLES OR MILESTONES

<u>Description</u>		<u>Completion Date</u>
PROJECT COORDINATION		
1.	Project Coordination	December 31, 2025
WATERSHED RESOURCE INVENTORY AND WATERSHED-BASED PLAN DEVELOPMENT STRATEGY		
2.	Draft WBP Strategy	July 1, 2024
	Final WBP Strategy	August 15, 2024
	Implementation of WBP Strategy	December 31, 2025
OUTREACH AND INFORMATION STRATEGY		
3.	Draft Outreach and Information Strategy	August 1, 2024
	Final Outreach and Information Strategy	September 15, 2024
	Complete Implementation of Outreach and Information Strategy	November 1, 2025
PROJECT REPORT		
4.	Draft Project Report	November 1, 2025
	Final Project Report	December 31, 2025
OTHER DIRECTED ACTIVITIES		
5.	Periodic Performance and Financial Reports	As stipulated

PERFORMANCE MEASURES

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

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

PROJECT COORDINATION

1. Serving as the lead organization, the Grantee shall 1) provide outreach and technical assistance to stakeholders within the Northern half of the West Branch DuPage River watershed (HUC 071200040801 and part of 071200040805) to develop an IEPA-approvable Watershed-based Plan (WBP), consistent with the goals of the Illinois WQMP and Continuing Planning Process documents for the project area as defined in Attachment E of this agreement.

WATERSHED RESOURCE INVENTORY AND WATERSHED-BASED PLAN DEVELOPMENT STRATEGY

2. The Grantee shall cause the development of a succinct Watershed Resource Inventory and Watershed-Based Plan Development Strategy (WBP Strategy) that outlines the process they shall use to create a watershed resource inventory, a US EPA 9-element watershed-based plan (WBP), and Executive Summary for the project area as defined in this agreement. The Strategy shall include a proposed schedule, scope of work, and budget; and address all items outlined in Item 2.

The Draft WBP Strategy shall be submitted by the Grantee to the Grantor by July 1, 2024, with the final WBP and Outreach Strategy submitted to the Grantor by August 15, 2024. Upon Grantor's request, the Draft WBP and Outreach Strategy shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. Limited activities related to the WBP Strategy shall be implemented until the final WBP Strategy is approved by the Grantor. The Grantee shall complete the implementation of the Strategy by December 31, 2025.

The WBP shall be consistent with US EPA watershed-based plan guidance found in Appendix C of the Nonpoint Source Program and Grants Guidelines for States and Territories dated April 12, 2013 (as revised).

The Grantee shall compile a comprehensive watershed resource inventory (Inventory) for the Northern half of the West Branch DuPage River watershed (HUC 071200040801 and part of 071200040805) in DuPage and Cook Counties. The Inventory shall include the information described in Attachment C1. The draft Inventory shall be completed and submitted by the Grantee to the Grantor by the date identified in the approved WBP Strategy. Upon Grantor's request, the draft Inventory shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. The final Inventory shall be incorporated into the final WBP.

The WBP shall be developed from the completed Inventory along with input from the local stakeholders and local experts, the WBP shall contain a problem statement, goals and objectives. The WBP shall identify and assess use impairments of water resources along with the causes and sources of such impairments. Potential management practices shall be identified for prevention, remediation, restoration, and maintenance to achieve water quality and natural resource objectives. The WBP shall identify the costs and funding sources associated with implementing recommendations of the plan. The WBP shall include an implementation schedule; description of interim, measurable milestones; public information/education component; and a monitoring component. The WBP shall contain tables identifying site-specific best management practices (BMP) recommendations along with the associated units (number, feet, acres) that should be implemented, cost of implementation, estimated pollutant load reduction, priority, and responsible entity for each site-specific recommended BMP.

In addition to the site-specific BMP recommendations, the WBP shall also contain "Watershed-wide Summary of BMPs Recommended for Implementation" in narrative format.

The Grantee shall identify the name of each type of point and NPS pollution control BMP (i.e., waste management system, conservation tillage, streambank stabilization) that will need to be implemented throughout the watershed to achieve the load reductions estimated in the WBP. The information shall represent the sum of the multiple individual BMPs of the same type, which may be needed in multiple locations spread throughout the entire watershed. The information shall be based on the WBP's identification of the causes and sources (i.e., X numbers of dairy cattle feedlots needing upgrading, Y acres of row crops needing improved nutrient management or sediment control, or Z linear miles of eroded streambank needing remediation) or groups of similar sources that will need to be controlled to achieve the load reductions estimated in the WBP.

In the WBP, for each of BMP type recommended, the Grantee shall identify by subwatershed:

- the cumulative size (number, acres, or feet)
- the unit of measure (number, acres, or feet)
- the cumulative cost (measured in US dollars)
- the estimated cumulative sediment load reduction (tons/year)
- the estimated cumulative phosphorus load reduction (pounds/year)
- the estimated cumulative nitrogen load reduction (pounds/year)

All pollutant load reduction estimates should be made recognizing the natural variability and the difficulty in precisely predicting the performance of management measures over time.

The draft WBP shall be completed and submitted by the Grantee to the Grantor by the date identified in the approved WBP Strategy. Upon Grantor's request, the draft WBP shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. The final WBP shall be completed and two (2) paper copies and one (1) electronic copy submitted by the Grantee to the Grantor by the date identified in the approved final WBP Strategy.

The WBP findings and recommendations for the Northern half of the West Branch DuPage River watershed, as identified in Attachment C1 of this Agreement, shall be encapsulated into a brief Executive Summary. The Executive Summary shall provide the main points of the WBP using clear and concise language and contain appropriate photos, graphics, and maps and be understandable by decision makers, watershed stakeholders, and the public. The draft Executive Summary shall be completed and submitted by the Grantee to the Grantor for review per the Strategy. Upon Grantor's request, the draft Executive Summary shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. Two (2) paper copies and one (1) electronic copy of the final Executive Summary shall be completed and submitted by the Grantee to the Grantor per the Strategy.

The Grantee shall perform a self-assessment of the WBP developed under this Agreement using Illinois EPA's Watershed-Based Plan or Total Maximum Daily Load Implementation Plan Joint Evaluation Form (Form) to verify that all elements of a WBP required in USEPA's April 12, 2013 guidance have been met. The Form shall be completed and submitted by the Grantee to the Grantor per the WBP and Outreach Strategy. Upon Grantor's request, the Form shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval.

OUTREACH AND INFORMATION STRATEGY

3. The Grantee shall develop and implement a limited outreach and information program throughout the project area, defined in Attachment E of this Agreement, to build support for watershed-based planning and for future implementation of the WBP's recommendations. The Grantee shall develop an Outreach and Information Strategy (Outreach Strategy) which describes the activities to be conducted as part of this project. The Outreach Strategy will provide goals, tasks, a proposed schedule, and budget for all outreach and informational activities to be completed through this project. The Grantee can use tools such as 1) educational materials, including presentations, 2) website content development, and 3) organization of stakeholder meetings to complete this project component.

The draft Outreach Strategy shall be submitted by the Grantee to the Grantor by August 1, 2024, with the final Outreach and Information Strategy submitted to the Grantor by September 15, 2024. Upon Grantor's request, the draft Outreach and Information Strategy shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. With written permission from the Grantor, the Grantee may implement limited outreach and education activities until the final Outreach and Information Strategy is approved by the Grantor. The Grantee shall submit a final agenda for workshops, tours and other events to the Grantor at least 30 days prior to the execution of said event. The Grantee shall complete the implementation of the Outreach and Information Strategy by November 1, 2025.

PROJECT EVALUATION AND REPORT

4. The Grantee shall prepare a project report which describes the execution of the North half of the West Branch DuPage River Watershed-Based Planning Project. The report shall document the grant agreement number, the project period, project title, project tasks, outputs, outcomes, implementation schedule, costs, benefits, and obstacles encountered during implementation. The report shall include information pertaining to the project goals, and documents the steps taken and results achieved, including but not limited to:
 - The outputs, outcomes, schedule, costs, benefits, and obstacles encountered during implementation of the project.
 - A description of the training and education activities, including the type of activity, the topics covered and the number of participants.
 - The project's success, including perceived improvements in citizen involvement, staff knowledge of water quality issues and any change in the public's perception of water pollution and water quality.

An electronic copy of the draft report shall be completed and submitted by the Grantee to the Grantor by November 1, 2025. Upon Grantor's request, the draft report shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. The final report shall be completed and two (2) paper copies and one (1) electronic copy shall be submitted by the Grantee to the Grantor by December 31, 2025.

OTHER DIRECT ACTIVITIES

5. The Grantee will submit a quarterly report by the thirtieth (30th) of January, April, July, and October occurring during the Agreement Period. The quarterly report will use the following format. The first page will include the project title, agreement number, the period that the report covers, and a table showing the entire list of Deliverables or Milestones and all deliverables defined in the strategies developed under this grant. The table shall include the task, its scheduled completion date, and status. The remainder of the report will include information regarding what happened during this quarter and what is scheduled for the next quarter.

The Grantee will include the following phrase on the cover of the watershed-based plan: "This report was prepared using United States Environmental Protection Agency funds under Section 604 of the Clean Water Act distributed through the Illinois Environmental Protection Agency. The findings and recommendations contained herein are not necessarily those of the funding agencies."

The Grantee will include in any publications for external general circulation (including brochures, newsletters, and presentations materials) the following phrase: "Funding for this project provided, in part, by the Illinois Environmental Protection Agency through Section 604 of the Clean Water Act."

Attachment C1
WATERSHED RESOURCE INVENTORY

Through maps, tables, and narrative text, the Grantee shall document the Watershed Resource Inventory. The information outlined below is required, however, the Grantee can choose the format in which to deliver the information. The tables below are recommendations of possible format styles.

Watershed Boundaries - The Inventory shall include a Watershed Boundaries section. Through maps and narrative text, the Grantee shall delineate and describe the geographic boundaries and location of the watershed; identify the locations of waterbodies within the watershed; identify and describe the topography of the watershed; identify the spatial relationship of waterbodies, including what segments are connected and how water flows through the watershed; and identify the size of the watershed in acres. The Grantee shall also divide the watershed into smaller sub-watersheds and assign a unique identifier (i.e., numeric code) to each sub-watershed. Through maps, tables, and narrative text, the Grantee shall delineate and describe the geographic boundaries, location, and size of these sub-watersheds.

Geology and Climate - The Inventory shall include a Geology and Climate section.

Soils - The Inventory shall include a Soils section. The Grantee will use the most up to date soils mapping provided by the USDA Natural Resources Conservation Service (NRCS) to summarize the extent of soil types, hydric soils, soil erodibility, and hydrologic soil groups within the watershed. Through maps, tables, and narrative text, the Grantee shall delineate and describe the hydrologic soil groups found within the watershed. The Grantee will identify the soil texture, drainage description, runoff potential, infiltration rate, and transmission rate for each hydrologic group. The Grantee will identify the total acreage and percent of watershed for each hydrologic soil group. Through maps, tables, and narrative text, the Grantee shall delineate and describe the hydric soil groups found within the watershed. The Grantee will identify the total acreage and percent of watershed in hydric soils. The Grantee will identify the various soil types in the watershed and include columns summarizing hydric status and acreage in the watershed. Through maps, tables, and narrative text, the Grantee shall delineate and describe the highly erodible soils found within the watershed.

Watershed Jurisdictions – The Inventory shall include a Watershed Jurisdictions section. Through maps, tables, and narrative text, the Grantee shall delineate and describe the units of government (State, counties, townships, municipalities, unincorporated areas), and their associated jurisdictions, found within the watershed. The Grantee will identify the total acreage and percent of watershed within each jurisdiction. The Grantee will describe the roles and responsibilities of each unit of government as it relates to watershed planning, water quality, and nonpoint source pollution control.

Demographics - The Inventory shall include a Demographics section. Through maps, tables, and narrative text, the Grantee shall describe the relevant demographic characteristics of the watershed such as population, population change, growth forecasts, median age, median income, and employment.

Land Use / Land Cover - The Inventory shall include a Land Use / Land Cover section. Through maps, tables, and narrative text, the Grantee shall delineate and describe the existing land use / land cover found within the watershed and its sub-watersheds. The Grantee will identify the total acreage and percent of watershed in each land use classification. Through maps, tables, and narrative text, the Grantee shall also describe the predicted future land use / land cover within the watershed. The Grantee shall estimate the existing and future percent imperviousness (or extent of impervious cover) within the watershed and its sub-watersheds. In describing agricultural land use, the Grantee shall identify the total acreage and percent of the watershed in subcategories such as corn, soybeans, and pastureland.

Watershed Drainage System - The Inventory shall include a Watershed Drainage System section. Through maps, tables, and narrative text, the Grantee shall delineate and describe the drainage system found within the watershed and its sub-watersheds. The Grantee shall identify the locations of waterbodies (i.e. streams, lakes, wetlands, ponds, detention basins) and the spatial relationship of those waterbodies, including what segments are connected and how water flows through the watershed.

The Grantee shall divide the delineated streams and tributaries into smaller segments and assign a unique reach code or name to each segment. The Grantee shall include an inventory and description of these segments and include information about length, degree of streambed erosion, degree of streambank erosion (i.e., low, moderate, high), condition of riparian areas (i.e., poor, fair, good), degree of channelization (low, moderate, high), and debris blockages. This information shall be presented in tabular and map form. Tables shall include the following information.

Table . Summary of stream and tributary channelization.

Stream or Tributary Name	Reach Code	Stream Length Assessed (ft)	None or Low Channelization (ft/%)		Moderate Channelization (ft/%)		High Channelization (ft/%)	
Totals								

Table . Summary of stream and tributary riparian area condition.

Stream or Tributary Name	Reach Code	Stream Length Assessed (ft)	Good Condition (ft/%)		Fair Condition (ft/%)		Poor Condition (ft/%)	
Totals								

Table . Summary of stream and tributary bank erosion.

Stream or Tributary Name	Reach Code	Stream Length Assessed (ft)	None or Low Erosion (ft/%)		Moderate Erosion (ft/%)		High Erosion (ft/%)	
Totals								

The Grantee shall divide the delineated lake shorelines into smaller segments and assign a unique code or name to each segment. The Grantee shall include an inventory and description of these segments and include information length, degree of shoreline erosion (i.e., low, moderate, high), and condition of shoreline buffer zones (i.e., poor, fair, good). This information should be presented in tabular and map form. Tables shall include the following information.

Table . Summary of shoreline buffer zones.

Lake Name	Reach Code	Shoreline Length Assessed (ft)	Good Condition (ft/%)		Fair Condition (ft/%)		Poor Condition (ft/%)	
Totals								

Table . Summary of shoreline erosion.

Lake Name	Reach Code	Shoreline Length Assessed (ft)	None or Low Erosion (ft/%)		Moderate Erosion (ft/%)		High Erosion (ft/%)	
Totals								

The Grantee shall include a detention/retention basin inventory that describes these facilities by type, location, and condition.

Water Quality Assessment - The Inventory shall include a Water Quality Assessment section. Through maps, tables, and narrative text, the Grantee shall describe the water quality of lakes and streams found within the watershed and its sub-watersheds. The Grantee shall describe the character and location of lakes and stream segments to which the Illinois Environmental Protection Agency (Illinois EPA) has assigned Assessment Unit IDs for the purpose of inventorying, evaluating, and reporting water quality conditions in accordance with Section 305(b) of the Federal Clean Water Act (CWA). This description shall identify the status of designated use support and identify causes and sources of impairment as reported in the most recent Illinois Integrated Water Quality Report. The Grantee shall also summarize any other available, relevant water quality and related information and shall use this information to further identify the potential causes of impairment (pollutants) and pollutant sources for the watershed and its sub-watersheds.

The Grantee shall identify pollutant loads (i.e., pounds/year of phosphorus) by source (i.e., urban runoff, streambank erosion) or land use type, such as in the following table.

Table : Estimated existing annual pollutant load by source at the watershed scale.

Source	N Load (lb/yr)	P Load (lb/yr)	Sediment Load (tons/yr)
Urban			
Cropland			
Forest & Grassland			
Water/Wetland			
Streambank			
Shoreline			
Total			

The Grantee shall identify an estimate of the existing annual pollutant loads for the watershed and for each of its sub-watersheds as in the following table.

Table : Annual pollutant load by sub-watershed.

Sub-watershed	N Load (lb/yr)	P Load (lb/yr)	Sediment Load (tons/yr)

The Grantee shall identify an estimate of the annual pollutant load reduction targets, or needed load reductions, for the watershed and for its sub-watersheds.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

State Agency: Illinois Environmental Protection Agency

Organization Name: County of DuPage 6042102

Notice of Funding
Opportunity (NOFO) Number: 376-1702

Data Universal Number System (DUNS) Number (enter numbers only) : 135836026

Catalog of State Financial Assistance (CSFA) Number: 532-60-0376

CSFA Short Description: FY21 Section 604b Grant Program

Section A: State of Illinois Funds

Fiscal Year: 22

REVENUES		Total Revenue
State of Illinois Grant Requested	\$	
<u>Budget Expenditure Categories</u>	<u>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</u>	<u>Total Expenditures</u>
1. Personnel (Salary and Wages)	200.430	\$ 25,632.23
2. Fringe Benefits	200.431	\$ 9,967.77
3. Travel	200.474	
4. Equipment	200.439	
5. Supplies	200.94	
6. Contractual Services and Subwards	200.318 & 200.92	\$ 90,000
7. Consultant (Professional Service)	200.459	
8. Construction		
9. Occupancy (Rent and Utilities)	200.465	
10. Research and Development (R&D)	200.87	
11. Telecommunications		
12. Training and Education	200.472	
13. Direct Administrative Costs	200.413 (c)	
14. Miscellaneous Costs		
15. A. Grant Exclusive Line Item(s)		
15. B. Grant Exclusive Line Item(s)		
16. Total Direct Costs (add lines 1-15)	200.413	\$ 125,600
17. Total Indirect Costs	200.414	
Rate %:		
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$	\$ 125,600
MUST EQUAL REVENUE TOTALS ABOVE		

Instructions
found at end of
document.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: County of DuPage

NOFO Number: 376-1702

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE:** (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State or Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

- ☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
☐ complies with other statutory policies.

The Restricted Indirect Cost Rate is: %

☒ 5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: To:

Approving Federal or State Agency:

Indirect Cost Rate: % The Distribution Base Is:



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: County of DuPage		NOFO Number: 376-1702	
Section B: Non-State of Illinois Funds		Fiscal Year: 22	
REVENUES		Total Revenue	
Grantee Match Requirement %:			
b) Cash	(Agency to Populate)	\$	
c) Non-Cash		\$	
d) other Funding and Contributions		\$	
Total Non-State Funds (lined b through d)		\$	
Budget Expenditure Categories		Total Expenditures	
OMB Uniform Guidance Federal Awards Reference 2 CFR 200			
1. Personnel (Salaries and Wages)	200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	
7. Consultant (Professional Services)	200.459	\$	
8. Construction		\$	
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)		\$	
16. Total Direct Costs (add lines 1-15)	200.413	\$	
17. Total indirect Costs	200.414	\$	
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: County of DuPage	NOFO Number: 376-1702
Data Universal Number System (DUNS) Number (enter numbers only) : 135836026	Fiscal Year: 22
Catalog of State Financial Assistance (CSFA) Number: 532-60-0376	CSFA Short Description: FY21 Section 604b Grant Program

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

County of DuPage	County of DuPage
Institution/Organization Name:	Institution/Organization Name:
Chief Financial Officer	Director of Stormwater Management
Title (Chief Financial Officer or equivalent):	Title (Executive Director or equivalent):
Jeff Martynowicz	Sarah Hunn
Printed Name (Chief Financial Officer or equivalent):	Printed Name (Executive Director or equivalent):
Signature (Chief Financial Officer or equivalent):	Signature (Executive Director or equivalent):
10/19/2021	10.19.2021
Date of Execution (Chief Financial Officer):	Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

FFATA Data Collection Form

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.
4-digit extension if applicable:

Sub-recipient DUNS: 135836026 Sub-recipient Parent Company DUNS:

Sub-recipient Name: County of DuPage

Sub-recipient DBA Name: DuPage County or County of DuPage

Sub-recipient Street Address: 421 N. County Farm Road

City: Wheaton State: IL Zip-Code: 60187 Congressional District: 3,5,6,8,11,14

Sub-recipient Principal Place of Performance:

City: Wheaton State: IL Zip-Code: 60187 Congressional District: 3,5,6,8,11,14

Contract Number (if known): Award Amount: \$125,600 Project Period: From: Mar 1, 2024 To: Dec 31, 2025

State of Illinois Awarding Agency and Project Detail Description:

Illinois Environmental Protection Agency 2022 Section 604b

Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes ☐ If Yes, must answer Q2 below. No ☒ If No, you are not required to provide data.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Yes ☐ If Yes, must provide the data. Please fill out the rest of this form. No ☐ If No, you must provide the data. Please fill out the rest of this form.

Please provide names and total compensation of the top five officials:

Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:

GOMBGATU-3002-(R-02-17)



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

1). Personnel (Salaries and Wages) (2 CFR 200.430)

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
	Water Quality Supervisor	\$64.24	Hourly	6 %	1,950	\$7,016.49	Add Delete
	Water Quality Specialist	\$49.63	Hourly	2 %	1,950	\$1,806.87	Add Delete
	Stormwater Outreach Coordinator	\$44.19	Hourly	2 %	1,950	\$1,673.88	Add Delete
	Environmental Technician	\$42.21	Hourly	4 %	1,950	\$3,595.99	Add Delete
	Senior Engineering Technician	\$50.76	Hourly	1 %	1,950	\$960.96	Add Delete
Senior	Civil Engineer	\$49.63	Hourly	3 %	1,950	\$2,710.30	Add Delete
	Seasonal Intern	\$18	Hourly	2 %	1,950	\$712.79	Add Delete
	Director of Stormwater Management	\$99.00	Hourly	1 %	1,950	\$2,456.41	Add Delete
	GIS Analyst	\$49.63	Hourly	5 %	1,950	\$4,698.52	Add Delete
				State Total		\$25,632.23	Add Delete
					NON-State Total		
					Total Personnel		
Personnel Narrative (State): Water Quality Supervisor will be responsible for overall project management, presenting to stakeholders, reviewing pollutant load modeling, and will oversee contractor work on the project. Water Quality Specialist will lead and coordinate the stream inventory and detention basin assessment, contribute to plan review and assist with stakeholder meetings. Communications Supervisor will coordinate stakeholder meetings, oversee all outreach and education components, and contribute to review of the plan. Environmental Technician and Senior Environmental Technician will conduct stream inventories, detention basin assessments and assist with stakeholder meetings. Civil Engineer will review pollutant load modeling and assist with stakeholder meetings. Intern will conduct detention basin and stream							



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

1). Personnel (Salaries and Wages) (2 CFR 200.430)

assessments and assist staff with the above tasks as needed. Director will review plan documents and financial reports and attend stakeholder meetings. GIS Analyst will create maps and exhibits. Position salaries have been listed as the maximum position salaries to allow for any wage increases and/or new hire staff salaries Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

2). Fringe Benefits (2 CFR 200.431)

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows
	Water Quality Supervisor	\$7,016.49	40 %	\$2,806.60	Add Delete
	Water Quality Specialist	\$1,806.87	40 %	\$722.75	Add Delete
	Stormwater Outreach Coordinator	\$1,673.88	40 %	\$669.55	Add Delete
	Environmental Technician	\$3,595.99	40 %	\$1,438.40	Add Delete
	Senior Engineering Technician	\$960.96	40 %	\$384.38	Add Delete
Senior Director of Stormwater Management GIS Analyst	Civil Engineer	\$2,710.30	40 %	\$1,084.12	Add Delete
		\$2,456.41	40	\$982.56	
		\$4,698.52	40	\$1879.41	
			State Total %	\$9,967.77	Add Delete
				Non-State Total	
				Total Fringe Benefits	

Fringe Benefits Narrative (State):
Fringe benefits include IMRF at 12.10% and FICA at 7.65%, applied to employee salaries and wages charges. It also includes Employer's share of Health, Dental, and Life Insurance (or Opt-Out pay), and Flexible Benefits Earnings, calculated based upon individual employee healthcare insurance options chosen. Fringe benefits for full time employees vary from person to person and are estimated for the purposes of this grant application at 1.4 times the direct rate. Fringe benefits do not apply to seasonal interns.

Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

3). Travel (2 CFR 200.474)

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost	Add/Delete Row
							Add
							Delete
State Total							
							Add
							Delete
NON-State Total							
Total Travel							
Travel Narrative (State):							
Travel Narrative (Non-State): (i.e.e "Match" of "Other Funding")							



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

4). Equipment (2 CFR 200.439)

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows	
				Add	Delete
		State Total		Add	Delete
		Non-State Total		Add	Delete
		Total Equipment			
Equipment Narrative (State):					
Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")					



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

5). Supplies (2 CFR 200.94)

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Item	Quantity/Duration	Cost Per Item	Supplies Cost	Add/Delete Rows
				Add
				Delete
		State Total		
				Add
				Delete
		Non-State Total		
		Total Supplies		
Supplies Narrative (State):				
Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")				



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

6). Contractual Services (2 CFR 200.318) & Subawards (200.92)

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : this budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost	Add/Delete Rows	
		Add	Delete
Consulting Services to create West Branch DuPage River Watershed Based Plan	\$90,000.00		
State Total	\$90,000.00		
		Add	Delete
Non-State Total			
Total Contractual Services	\$90,000.00		
Contractual Services Narrative (State): Assistance is required to create a West Branch DuPage River Watershed Based Plan. Environmental Consulting Firm will be contracted to assist with plan writing, assist with stakeholder outreach, conduct pollutant load modeling, analyze field data, identify projects, and model load reductions.			
Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")			



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.
Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant--
Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row	
						Add Delete	
State Total							
						Add Delete	
NON-State Total							
Total Consultant Services (Fees)							
Consultant Services Narrative (State):							
Consultant Services Narrative (Non-State):							
Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
							Add Delete
State Total							
							Add Delete
NON-State Total							
Total Consultant Expenses							
Consultant Expenses Narrative (State):							
Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")							



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows
			Add
			Delete
	State Total		
			Add
			Delete
	Non-State Total		
	Total Construction		
Construction Narrative (State)			
Construction Narrative (Non-State, i.e. Match or Other Funding)			



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

9). Occupancy - Rent and Utilities (2 CFR 200.465)

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Occupancy - Rent and Utilities						
Occupancy - Rent and Utilities Narrative (State):						
Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")						



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

10). Research & Development (R&D) (2 CFR 200.87)

Definition: All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Research and Development Cost	Add/Delete Rows	
			Add	Delete
	State Total			
	Non-State Total			
	Total Research and Development			
Research and Development Narrative (State):				
Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")				



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

11). Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Telecommunications						
Telecommunications Narrative (State):						
Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")						



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

12). Training and Education (2 CFR 200.472)

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Training and Education						

Training and Education Narrative (State):

Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

13). Direct Administrative Costs (2 CFR 200.413 (c))

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost	Add/Delete Row
				%			Add Delete
State Total							
				%			Add Delete
NON-State Total							
Total Direct Administrative Costs							
Direct Administrative Costs Narrative (State):							
Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")							



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

14). Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g.. Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
						Add Delete
State Total						
						Add Delete
NON-State Total						
Total Other or Miscellaneous Costs						
Other or Miscellaneous Costs Narrative (State):						
Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")						



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

15). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
						Add
						Delete
				State Total		
						Add
						Delete
				NON-State Total		
				Total Grant Exclusive Line Item		
Grant Exclusive Line Item Narrative (State)						
Grant Exclusive Line Item Narrative (Non-State) (No "Match" or "Other Findings")						
Add New Grant Exclusive Line Item	Delete Grant Exclusive Line Item					



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

16). Indirect Cost (2 CFR 200.414)

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost	Add/Delete Rows
				Add Delete
State Total				
				Add Delete
Non-State Total				
Total Indirect Costs				
Indirect Costs Narrative (State):				
Indirect Costs Narrative (Non-State):				



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Budget Narrative Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line item table. Once the Grant Exclusive Line item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel	\$25,632.23		\$25,632.23
2. Fringe Benefits	\$9,967.77		\$9,967.77
3. Travel			
4. Equipment			
5. Supplies			
6. Contractual Services	\$90,000.00		\$90,000.00
7. Consultant (Professional Services)			
8. Construction			
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
	State Request	\$125,600.00	
	Non-State Amount		
TOTAL PROJECT COSTS			\$125,600.00



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

For State Use Only

Grantee: County of DuPage 6042102

Notice of Funding
Opportunity (NOFO) Number: 376-1702

Data Universal Number System (DUNS) Number (enter numbers only) : 135836026

Catalog of State Financial Assistance (CSFA) Number: 532-60-0376

CSFA Short Description: FY21 Section 604b Grant Program

Fiscal Year(s): 22

Initial Budget Request Amount: _____

Prior Written Approval for Expense Line Item: NA

Statutory Limits or Restrictions: NA

Checklist: NA

Final Budget Amount Approved: _____

Joey Logan-Pugh

Program Approval Name

Program Approval Signature

Date

Max Paller

Fiscal & Administrative Approval Name

Fiscal & Administrative Approval Signature

Date

Budget Revision Approved: _____

Joey Logan-Pugh

Program Approval Name

Program Approval Signature

Date

Max Paller

Fiscal & Administrative Approval Signature

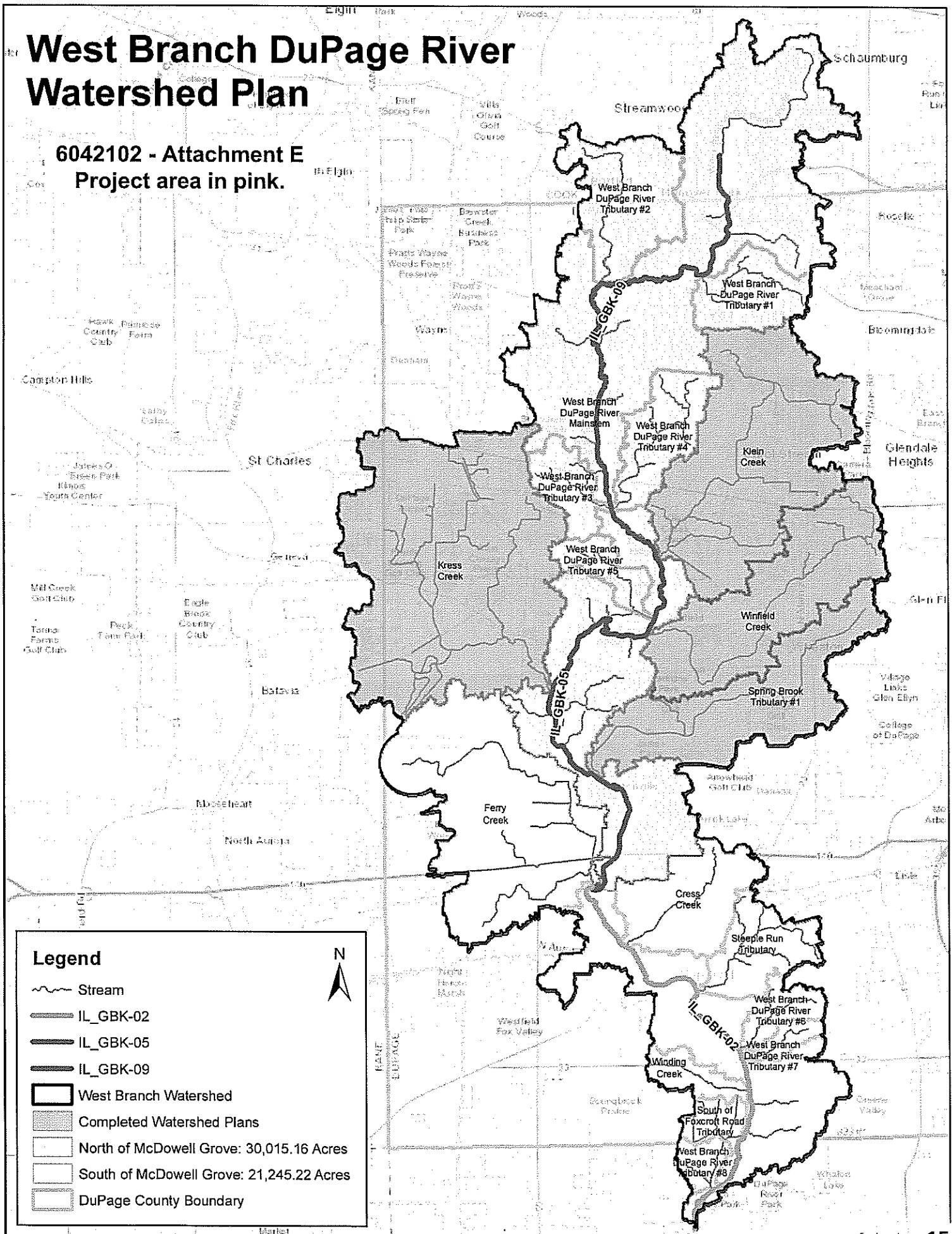
Fiscal & Administrative Approval Signature

Date

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

6042102 - Attachment E
Project area in pink.





Public Works Requisition \$30,000 and Over

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

File #: PW-P-0009-24

Agenda Date: 4/2/2024

Agenda #: 9.G

AWARDING RESOLUTION
ISSUED TO CIT TRUCKS - ROCKFORD TO PROCURE
ONE (1) 2025 KENWORTH T480 CHASSIS
FOR PUBLIC WORKS (\$96,561.50) AND STORMWATER (\$96,561.50)
(CONTRACT TOTAL NOT TO EXCEED \$193,123)

WHEREAS, pursuant to the Intergovernmental Agreement between the County of DuPage and the State of Illinois, the County of DuPage will contract with CIT Trucks - Rockford; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to CIT Trucks - Rockford to procure one (1) 2025 Kenworth T480 Chassis, for the period of April 10, 2024, to April 9, 2025.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to CIT Trucks - Rockford to procure one (1) 2025 Kenworth T480 Chassis, for the period of April 10, 2024, to April 9, 2025, and it is hereby approved for issuance of a contract by the Procurement Division to CIT Trucks - Rockford, 4301 N. Bell School Road, Loves Park, IL 61111, for a total contract amount not to exceed \$193,123. Contract pursuant to the Intergovernmental Cooperation Act, per Sourcewell Contract # 060920-KTC.

Enacted and approved this 9th day of April, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: PW-P-0009-24	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$193,123.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 04/02/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$193,123.00
	CURRENT TERM TOTAL COST: \$193,123.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: CIT Trucks - Rockford	VENDOR #:	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese
VENDOR CONTACT: Doug Evans	VENDOR CONTACT PHONE: (815) 639-2000	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: sean.reese@dupagecounty.gov
VENDOR CONTACT EMAIL: devans@cittrucks.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.). Procure one (1) 2025 Kenworth T480 chassis per Sourcwell Contract # 060920-KTC with dump body furnished by GPM Truck Center, delivered complete to DuPage County Public Works for \$193,123.00.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished DuPage County Public Works and DuPage County Stormwater Division will split the cost and utilization of the new chassis and dump body. The procurement of the new truck has the intension to replace an existing 2002 Sterling LT8500 dump truck with approximately 162,000 miles. The dump truck is regularly used to haul stone, dirt, asphalt, or other materials needing hauling for DuPage County Pubic Works and DuPage County Stormwater Department.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING	

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source. 3 vendors were contacted for a request for quote for procuring one (1) Kenworth or Peterbilt chassis and dump body. Two (2) vendors replied, utilizing the Cooperative purchasing agreement; Sourcwell. One vendor was disqualified due to not meeting the specifications. It was identified that CIT-Trucks was the lowest responsible bidder through the Sourcwell Cooperative Purchasing Agreement.
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) Recommended to purchase one (1) Kenworth T480 chassis and attached GPM Truck Center dump body for an amount not to exceed \$193,123.00 through CITTrucks - Rockford. 2) Purchase a dump body truck from a local vendor on a lot. Not recommended due to cost and availability. 3) Not approve purchase at this time. Not recommended due to the impact on system maintenace reliability.

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: CIT Trucks - Rockford	Vendor#:	Dept: Public Works	Division: Public Works
Attn: Doug Evans	Email: devans@cittrucks.com	Attn: Accounts Payable	Email: pwaccountspayable@dupagecount y.com
Address: 4301 N. Bell School Rd	City: Loves Park	Address: 7900 S Rt. 53	City: Woodridge
State: IL	Zip: 61111	State: IL	Zip: 60515
Phone: 815-639-2000	Fax:	Phone: 630-985-7400	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same as above	Vendor#:	Dept: Same as above	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): Apr 10, 2024	Contract End Date (PO25): Apr 9, 2025
Contract Administrator (PO25): Drew Cormican			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		2025 Kenworth T480 with dump body	FY24	2000	2665	54120		96,561.50	96,561.50
2	1	EA		2025 Kenworth T480 with dump body	FY24	1600	3000	54120		96,561.50	96,561.50
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 193,123.00

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



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: Mar 20, 2024

Bid/Contract/PO #:

Company Name: CIT Trucks, LLC	Company Contact: Dan Mitchell, CFO
Contact Phone: 309/445-8100	Contact Email: dmitchell@cittrucks.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Printed Name

Daniel J. Mitchell

Title

CFO

Date

Mar 20, 2024

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

**Solicitation Number: RFP #060920****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kenworth Truck Company, Division of PACCAR Inc., 10630 N.E. 38th Place, Kirkland, WA 98033 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship pursuant to the express vehicle warranty and extended warranties provided with all Vendor's vehicles. Vendor does not warrant or accept responsibility or liability for any parts separately warranted, for example, body installations, or engines not manufactured by Vendor (which carry a separate manufacturer's warranty). In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities.

Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order. If a performance bond is requested by a Participating Entity, Vendor's dealer will have sole responsibility to agree to and establish the bond.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the administrative fee amount stated in the Proposal multiplied by the total number of trucks purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, to the extent arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include

there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. Intentionally Omitted.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insurance in accordance with Vendor's risk management practices.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian

government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference. If required to file compliance reports, Vendor will provide AAP and EEO1 reports only.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

Date: 8/24/2020 | 3:43 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 8/24/2020 | 3:44 PM CDT

Kenworth Truck Company,
Division of PACCAR Inc.

DocuSigned by:
By: Mike Kleespies
0B8F148A584040E...
Mike Kleespies
Title: Director Medium Duty Sales

Date: 8/24/2020 | 2:26 PM CDT

RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Kenworth Truck Company, Division of PACCAR Inc.
Address: 10630 N.E. 38th Place
Kirkland, Washington 98033
Contact: Mike Kleespies
Email: mike.kleespies@paccar.com
Phone: 813-455-1248
HST#: 916029712

Submission Details

Created On: Monday May 04, 2020 13:34:50
Submitted On: Tuesday June 09, 2020 12:25:16
Submitted By: Mike Kleespies
Email: mike.kleespies@paccar.com
Transaction #: 093110d5-8364-41a5-bf4a-75cd7cf89286
Submitter's IP Address: 165.225.223.59

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Kenworth Truck Company, Division of PACCAR Inc.	*
2	Proposer Address:	Division Headquarters: 10630 N.E. 38th Place Kirkland, Washington 98033 (425) 828-5000 PACCAR Inc. 777 106th Ave Ne Bellevue, WA, 98004 (425) 468-7400	*
3	Proposer website address:	www.kenworth.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Kleespies Director Medium Duty Sales 8338 Golden Prairie Dr Tampa, FL 33647 mike.Kleespies@paccar.com 813-455-1248	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Kleespies Director Medium Duty Sales 8338 Golden Prairie Dr Tampa, FL 33647 mike.Kleespies@paccar.com 813-455-1248	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	none	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The Kent and Worthington family starting building trucks in 1915 and formed Kenworth in 1923. In 1944, PACCAR purchased Kenworth Trucks. Kenworth Truck Company is a Division of PACCAR Inc. The Kenworth mission is to engineer, manufacture, and market "THE WORLD'S BEST" trucks and services. We will accomplish our mission through commitment to employee development, agile business processes, and unsurpassed customer satisfaction. Our vehicles will be first in technology and best in class as defined by the top outside rating agencies. CORE VALUES: • Our People – Encourage a culture that values and empowers employees through open communication, integrity and teamwork. Provide a safe environment for employees to work and grow. • Our Product – Lead the industry in technologically advanced products and services while maintaining the Kenworth reputation as a custom, high quality, premium value vehicle. • Our Business – Operate according to sound business principles, guided by strong ethics to achieve profit and performance goals. Enhance Kenworth's reputation as a leader within the industry and in our communities. • Our Customers – Enable the success of dealers and customers by understanding their unique requirements and by providing reliable, innovative custom products and services. • Our Partners – Create an environment that encourages cooperation between PACCAR divisions to capitalize on individual strengths while maintaining brand identity. Foster supplier relationships to ensure mutual value and success.	*
8	What are your company's expectations in the event of an award?	Similar to what we're doing now with the current class 6,7, & 8 chassis award. We will continue to engage the entire Kenworth dealer network throughout the United States and Canada to work with members and offer the entire lineup of Kenworth brand commercial trucks, all types of truck related equipment, transportation, finance and lease, and maintenance and repair parts solutions that meet members specific fleet needs.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	PACCAR Inc. has enjoyed over 100 years of superior performance with a positive net profit over the past 81 consecutive years. PACCAR achieved record revenue in 2019 of \$25.6 billion and net income of \$2.39 billion. PACCAR has paid a yearly dividend since 1941. PACCAR has an A+/A1 Credit Rating. The 2019 annual report is uploaded in supporting documents.	*
10	What is your US market share for the solutions that you are proposing?	Kenworth had US 2019 year end class 8 market share of 15.6%. Kenworth had US 2019 year end class 6 and 7 market share of 8.7%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Kenworth had Canada 2019 year end class 8 market share of 15.4%. Kenworth had Canada 2019 year end class 6 and 7 market share of 10.8%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B) Kenworth Truck Company is a truck manufacturer. The primary sales force is through our independently owned and contracted dealers located throughout the United States and Canada. Our contracted dealers sell and service Kenworth brand commercial trucks in the class 5, 6, 7 and 8 class. The Kenworth dealers will prepare the complete vehicle solutions for the members. In addition, Kenworth employs approximately 50 field sales personnel located throughout the U.S. and Canada that support dealer sales personnel in preparing vehicle quotes, offers and after sales support to assist in meeting end user needs. These individuals are employees of Kenworth Truck Company.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All contracted dealers are required to have vehicle dealer licenses and other certifications as required by the applicable state and local laws.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	- 2019 Kenworth Recognized as Top Workplace for Women in Transportation - 2019 National Association of Manufacturers (NAM) Manufacturing Leadership Award to Kenworth Chillicothe Ohio Plant. - 2018 Paccar Ste. Therese Plant Receives Frost & Sullivan Manufacturing Leadership Award. - 2018 Kenworth Renton Plant receives King County Environmental Honor - 2017 Kenworth Chillicothe Plant named Best Place to Work in Ross County - 2017 Kenworth Chillicothe Plant receives "Encouraging Environmental Excellence" Award from Ohio EPA - 2016 Kenworth Chillicothe Plant earns AEP Ohio Energy Efficiency Award - 2016 Gold Award from the King County Industrial Waste Program to our Chillicothe truck manufacturing facility. - 2015 Kenworth T880 Vocational Truck Named ATD Truck of the Year - 2015 Kenworth Renton Plant earns Best Workplace for Waste Prevention and Recycling Award A copy of press release for each award is also uploaded in the additional documents section.	*
17	What percentage of your sales are to the governmental sector in the past three years	Approximately 5%	*
18	What percentage of your sales are to the education sector in the past three years	Less than 1%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	2016 to 2020 Sourcewell contract for class 6,7 & 8 vehicles. All other state or cooperative purchasing contracts are held with various Kenworth dealers throughout the United States and Canada. For example: Florida Sheriffs Association annual contract award includes dealers Kenworth of Jacksonville, Kenworth of Central Florida, and Kenworth of South Florida.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None. A GSA contract is held by a Kenworth dealer (Central Truck Center) with approximately 20 to 40 units sales per year.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Cullman City	Wesley Moore	256-775-7110	*
City of Prattville	Dale Gandy	334-850-0726	*
Jefferson County	Mike McDermotte	205-325-5101	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Jefferson County	Government	Alabama - AL	Class 8 trucks	53 trucks	Approx. \$7 million	*
Dekalb County	Government	Georgia - GA	Class 8 trucks / many natural gas	41 trucks	Approx. \$8 million	*
State of TN	Government	Tennessee - TN	Class 7 trucks / dump w/plow	43 trucks	Approx. \$5 million	*
MN State Govt	Government	Minnesota - MN	Class 8 trucks	35 trucks	Approx. \$4 Million	*
Baldwin County	Government	Alabama - AL	Class 8 trucks	19 trucks	Approx. \$2.5 Million	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Kenworth Dealer Sales Force - It's estimated that there are over 1500 trained and dedicated sales personnel at over 400 Kenworth dealer locations. Nearly all Kenworth dealers currently conduct some level of sales to Sourcewell members through the current contract or through direct bidding. All truck salespeople at Kenworth dealers are trained and engaged daily in the specification development, truck equipment solicitation and coordination, quote development and order fulfillment of commercial trucks in all segments of the industry. Supporting the dealer sales personnel are 50 plus Kenworth Truck Company field personnel throughout U.S. and Canada.	*
24	Dealer network or other distribution methods.	Over 400 Kenworth dealer locations accross U.S and Canada. A list of dealer location is uploaded to supporting documents.	*
25	Service force.	Kenworth Dealer Parts and Service departments – After sale warranty, parts, maintenance and repair service is provided and managed through the 400 plus Kenworth dealer locations. Each location includes a service and parts department to support members maintenance, repair and parts needs. In addition, Kenworth Truck Company employs a field support group to assist dealers as needed to meet member's needs.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	- Kenworth dealers have developed processes and procedures to respond to customer service needs for vehicle maintenance and repairs. Most dealers have target guidelines to assure the highest level of customer service. - Dealers are required to have trained technicians, extended hours of operation, create and use an express lane bay to rapid diagnostics in order to reach the goal of Premier Care Gold Certified Dealer. - Premier Care Gold Certified Dealer must meet certain criteria and standards to reach this status. Kenworth's PremierCare Gold Certified dealer network is committed to maximizing the productivity by offering expedited diagnostics, world-class service, mobile roadside assistance and a premium driver's lounge. * Expresslane - When the unexpected happens, PremierCare ExpressLane provides an expert diagnosis and estimate of the time and cost of repair — within two hours. Every Kenworth PremierCare Gold Certified dealership has dedicated ExpressLane technicians to support the two-hour diagnosis. * Factory-certified technicians with advanced engine training and immediate access to a vast inventory of quality parts to streamline service solution. Every PremierCare Gold certified location offers extended evening and weekend hours. TruckTech+ professionals can help diagnose issues leveraging Kenworth's TruckTech+ remote diagnostics system, before the truck arrives at the dealer. * Kenworth PremierCare Roadside Assistance is on call 24 hours a day, 365 days a year to connect you with the help you need anywhere in North America. 1-800-KW-ASSIST puts you in touch with a highly trained Kenworth truck specialist who can manage emergency service and unplanned repairs, schedule preventive maintenance and expedite parts ordering. - In the event of a breakdown on the road; PremierCare at 1-800-KW-ASSIST will identify the closest certified dealer, then contacts that dealer and arranges towing if needed and schedules the service into the shop, then tracks the repair to completion. This is a service to help manage the breakdown, warranty and/or payment if required. - We also have Truck Tech + which is our onboard/mobile diagnostics which allows the customer to see what is going on with their fleet health as well as locate the closest dealer. As this system progresses it will also alert customer which locations have the parts in stock and how quick the closest dealer will be able to get truck into shop. - KW Customer Satisfaction Process: KCSS is the program KW truck company uses to contact customers and rate their experiences with product and recent service visits. We are then notified and make contact with customer to resolve any outstanding issues. Many Kenworth dealers also have their own internal customer satisfaction standards and practices.	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have been successfully providing a large quantity of commercial trucks to U.S. members through the current Sourcewell contract. The quote activity is strong and sales volume has increased year over year. This will continue to grow as we continue to aggressively support the member needs.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have been delivering a small quantity of trucks to Canadian entities through the current Sourcewell contract. The quote activity is growing and sales growth anticipated. This will be supported with dealer training and specific topics addressing Canada separately.	*

29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None	*
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The Kenworth dealer will seek quotes for additional freight and other related services that are required for shipping to these destinations. No other requirements or restrictions would apply.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The primary method of promoting this contract will be through our dealers. We have a Sourcwell supporting program in place that all Kenworth dealers see on our main internal website. Nearly all of our dealers are already engaged with the Sourcwell contract and sales activity. They promote through personal contact with members, distribution of flyers, open house events, and use of other printed material (examples uploaded to supporting documents) - Many dealer participate in regional shows targeted to the government and municipal sector. We push and encourage dealer participation primarily due to the contract award and to develop promotional materials to display and hand out at the shows. - We issue a press release each year when pricing is updated on the contract and will continue to do so. (copy of a past press release uploaded) - Additional marketing materials continually developed. We promote the Sourcwell contract at trade shows that Kenworth Truck Company participates directly.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Kenworth website is the main site for reference to all models, information, and directory to all Kenworth dealers. Additionally, we promote through many social media platforms like Facebook, Twitter, and LinkedIn. Kenworth also utilized a YouTube page which has useful information on our models as well as customer testimonials. Kenworth has it's own phone App which allows anyone to access information about Kenworth models and dealer locations with their smartphone.	*
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Kenworth Truck Company, and all the Kenworth dealers are promoting the benefits to members cooperatively. Sourcwell's role is to help training the dealers about the benefits and continual development of how to approach, listen and respond to members needs. The benefits that members enjoy in using cooperative contracts mirror the benefits that Kenworth Truck Company and all Kenworth dealers enjoy as well. Every day a Kenworth dealer someplace in the United State and Canada is working with a member or potential member to quote equipment to meet a specific need. We have already integrated the process to quote complete vehicle solutions to member using the awarded contract. The process is similar to the normal sales process and is constantly being refined to provide members superior service and responsiveness.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Given that one of our strengths is the ability to custom design and build the ideal long lasting high quality commercial truck, an e-procurement system isn't feasible.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Kenworth dealer salespeople provide truck chassis operator instructions to customers as needed upon delivery of the vehicle. In situations where a unique body is involved, typically the salesperson will bring along that specific vendor representative to provide operator instructions and answer any related questions. - Additional operator training and/or maintenance and repair training, usually conducted as a training event, are typically provided to a group of individual upon request and any costs associated with this type of training would be mutually agreed upon between the Kenworth dealer and member.	*

37	Describe any technological advances that your proposed products or services offer.	Safety: Nearly all Kenworth models are available with Bendix roll stability control, Bendix collision mitigation systems (such as Wingman Fusion) and Meritor collision mitigation systems (such as On-Guard) that enhance driver safety. These systems offers active braking and collision avoidance through forward looking radar and windshield mounted camera with optional video recording. Side object detection is also optional. - Fuel Economy: Kenworth has improved powertrain fuel efficiency by utilizing automated transmissions that have shift points and neutral coast modes which are programmed to be optimized with our Paccar MX engine. Driver aids can also be optioned which help coach the driver to drive more efficiently. These features include driver performance assistant, driver shift aid, driver rewards, and progressive shifting. Multi Torque engines can also be optioned which reduces the amount of torque available to the driver until the vehicle is in the top 2 gears. - Other technological advances available on select models includes NavPlus HD, which features a true truck GPS navigation system, and TruckTech+. TruckTech+ is an innovative technology that helps diagnose and solve potential problems — before they impact the operation and assure maximum uptime. This includes potential over the air updates to MX engines. This technology is standard on Kenworth models with a PACCAR MX-13, MX-11, or Cummins X15 engine, the system delivers: • Instant notification of actionable engine and aftertreatment fault information. • Fault codes are accompanied by a plain language explanation of the problem and a proposed course of action — immediately empowering the driver and/or fleet manager to make the right decision. • Proactive diagnostic and repair planning assistance with detailed analysis of critical fault codes — before the truck arrives at the shop.	*
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Kenworth now offers a medium duty electric vehicle in class 6 or class 7 weight range. We also offer a wide range of natural gas engines in vehicles class 6, 7 and 8. An all electric class 8 vehicle will be available added to this contract in 2021. A hydrogen fuel cell / electric vehicle class 8 vehicle will be available and added to this contract at a future date to be determined. Kenworth has been awarded three government grants that support low emissions projects involving Kenworth Day Cabs targeted for use as drayage tractors in Southern California ports. The first two projects are funded by the U.S. Department of Energy (DOE) Office of Energy Efficiency and Renewable Energy (EERE), with Southern California’s South Coast Air Quality Management District (SCAQMD) as the prime applicant. Kenworth has built near zero and zero emissions tractors to transport freight from the Ports to warehouses and railyards.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Kenworth was awarded Environmental Protection Agency’s Clean Air Excellence award in the past in recognition of its environmentally friendly products. We continually progress with advanced technologies that reduce green house gas emissions and offer truck models that include zero and near zero emissions. Although not required any longer, a number of Kenworth models are available as SmartWay Certified. The EPA SmartWay Transport Partnership is an innovative collaboration between the EPA and freight industry, designed to improve energy efficiency and reduce emissions.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	There are two known WMBE Kenworth dealers: Kenworth of Louisiana (Jodie Teuton) and Rihm Kenworth (Kari Rihm). Additionally, Kenworth Truck Company was recognized in 2019 as a top workplace for women in transportation. Copy of press release uploaded to documents section.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Kenworth designs and build superior quality, highly customized commercial vehicles from class 5 through 8. Our focus is on high quality, long lasting, extremely durable, and customizable cab and chassis to be matched with truck related equipment. For example, we offer customer frame layouts that allow a member or truck equipment manufacturer to determine where they want frame mounted equipment to match a specific body exactly. We also offer commercial trucks to help meet sustainability goals. This includes trucks with: natural gas engines, fully electric medium duty and heavy duty drivetrains, and future units with hydrogen fuel cell technology.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Regarding all Kenworth products, that depends on the specific model and components selected. Some components are covered by their respective manufacturer. For example, Cummins Engines are covered under a Cummins warranty. Cummins warranty service is available at Kenworth dealers and claims passed through to Cummins directly. Another example is with Allison transmissions. These transmission are warranted by Allison, and unless the Kenworth dealer is an authorized Allison warranty location, the Kenworth dealer would normally arrange for the transport and coordination of the repair with the local Allison authorized repair center. Add on bodies or other truck related equipment are covered by those respective suppliers. The selling dealer usually work cooperatively with the supplier to manage the warranty repair with the appropriate sub-contractor. Parts and labor is included in all the standard warranties with Kenworth. Cummins, Allison, TEM equipment, other components and add on devices typically cover parts and labor as well, but are specific to those items. The Kenworth base chassis and various engine warranties are uploaded in the documents section.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	If a Kenworth truck is used in what is defined as a severe service application, a specific standard warranty is defined separately for units that fall into this category. Severe service definition and the specific warranty is included in the warranty documents uploaded.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Each breakdown situation is unique. Kenworth dealers are trained to make judgment decisions necessary to determine the optimum method to resolve a warrantable breakdown. If the breakdown is within the first 6 months or 100,000 miles, and if the dealer has the resources and capability and determines that a technician road call is the best alternative; the dealer is reimbursed for such calls under a Kenworth warrantable repair.	*
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Kenworth authorized dealers are located in all U.S. states and throughout Canada. A list of the 400 plus locations is uploaded to the documents section. Locations can also be found via the dealer locator at www.kenworth.com . Kenworth warrantable repairs must be performed by an authorized Kenworth dealer location. Note that certain component warrantable repairs may be performed by any authorized location of that specific component make.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Components added during primary chassis assembly at the Kenworth factory will pass through Kenworth Truck Company if the warrantable repair is performed at an authorized Kenworth dealer. Claims pass through Kenworth to the original manufacturer. Bodies and other related add on equipment are warrantable by those specific equipment manufacturers or service providers. In many situations, if the Kenworth dealer is capable of providing the warrantable repair needed on a body or other truck related equipment, the truck equipment manufacturers will allow the Kenworth dealer to make the repair on their behalf.	*
47	What are your proposed exchange and return programs and policies?	No exchange or return program exists since each truck is custom made to the specifications needed by the member. However, any exceptions would be at the discretion of the selling Kenworth dealer.	*
48	Describe any service contract options for the items included in your proposal.	Service contract options are available separately through the local Kenworth dealer. Add on contract options would be priced the same as extended warranties (Dealer sales department cost plus no more than 5% markup). They can be offered and included in the truck offer when quoted or added on after delivery within 12 months. This includes offers from Paccar Leasing Company, a Division of PACCAR Inc., that offers full maintenance lease, rental units, contract maintenance and other fleet services that may be included during the complete vehicle solution to meet the members needs. Many Kenworth dealers are engaged in this type of business and can offer these services to members.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
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49	What are your payment terms (e.g., net 10, net 30)?	Payment is net 15 days after released from the Kenworth factory assembly plant with freight prepaid to the first destination in the continental U.S., or Canada. Or, as mutually agreed upon between the Kenworth dealer and member as appropriate since most units will then have a body installed and each offer is unique to meet the member's needs.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes, Kenworth dealers will work with Paccar Financial or other financial institutions as needed to meet member's needs.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	All vehicle offers and orders will be through a Kenworth authorized dealer. No orders can or will be accepted by Kenworth Truck Company directly. The anticipated process would be as follows: 1. Member and the local Kenworth dealer seek each other out to resolve a specific member commercial vehicle need. 2. Dealer Salesperson determines specific commercial vehicle needs through questioning. This includes the intended purpose, vehicle capacity required, the geographic environment, the specific body characteristics and functions required, and any other relevant information needed to prepare a comprehensive vehicle solutions offer. 3. Dealer Salesperson determines truck model and generates compatible specifications that meet the members need, meet the specific body installation need, and meets local road regulations and any other requirements. The Kenworth PremierSpec report generated will show the proposed chassis specification and total list price (also shown as Total Adjusted Price) equal to the base model list plus all the selected chassis options. This is the list price that the member discount will apply and include freight to the first continental U.S., or Canada for Canadian members, destination after chassis assembly at the Kenworth factory assembly plant. 4. If applicable, dealer salesperson will seek competitive quotes for any required body, special services (i.e. body swap or other vehicle modification), truck related equipment, special transport requirements, special storage requirements, or any other item or service needed to meet the members need and offer and complete solution. 5. Dealer Salesperson calculates chassis pricing using the appropriate member discount factor by Kenworth model and any surcharge applicable based on minimum list thresholds, plus any body, equipment, extended warranty, etc. markup no more than dealer sales department cost plus 5%, plus any national, state or locally required taxes, fees, tag, title, etc. Salesperson presents a comprehensive commercial vehicle offer with proposed terms and conditions to member. 6. Member and dealer salesperson/dealer management mutually agree on all aspects of the proposed offer including final specification of the truck chassis, body specifications and other goods, total sales price, final terms and conditions and any tag, title, tax or other government mandated fees that are required. Dealership presents member with truck order documents. 7. Member issues and offers formal purchase and/or signing of dealer truck order to dealer salesperson and management. 8. Dealer accepts members order. 9. Dealer salesperson orders chassis with tracking code, orders all bodies and equipment and coordinates all activities through final delivery to fulfill the member order. 10. Upon delivery, member acceptance and member payment; dealer will register delivery of the vehicle in the Kenworth system. At the end of each calendar quarter, Kenworth sales administration will generate a list of all vehicles sold and delivered in the quarter and remit total fee. The report form will include: Member name, address, and member number. Model name, Kenworth unit number (last 6 of the VIN), and the total gross dollar sale amount. 11. Kenworth Truck Company will follow up with a standard customer survey to assure members total satisfaction. Any response deemed unacceptable will be forwarded to the Kenworth dealer for follow-up with the member for rectification. 12. Periodic and random audits will be conducted as deemed necessary to assure compliance with the member pricing, terms, and reporting requirements.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card payment process is typically not used for commercial truck procurement. However, this would be mutually determined between the member and the selling Kenworth dealer.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing is based on the Kenworth truck model, custom list price generated, less the member discount, plus any surcharge for the specific model depending on final list amount compared to minimums listed in the pricing matrix. Truck Chassis Pricing: The member price for a custom spec'd Kenworth chassis is the total list price, also known as the Total Adjusted Price in the PremierSpec report, less the member discount (member discount matrix uploaded to documents) plus any surcharges based on minimum list prices for the specific applicable Kenworth Model. This calculated member price includes the standard freight from Kenworth factory assembly plant to the first delivery destination in the continental U.S., or Canada for Canadian members. See the uploaded member discount matrix schedule with the specific discounts by Kenworth truck model, minimum list requirements, instructions and a pricing example that includes a sourced body. Member price for all vehicle bodies and equipment needed to offer a complete vehicle solution will be at Kenworth dealer sales department cost plus no more than 5%. This includes all potential truck mounted bodies, add on equipment, special training requests, additional or special manuals, special software and/or hardware, special subscriptions (online technical information access for example), special transportation (other than the transport included from the chassis assembly plant to the first specified delivery location which is included in the member chassis pricing), any and all truck related type services (for body swap from old chassis to new chassis for example) and any mutually agreed upon storage costs for long lead time body installations or services. Member prices for all electric vehicle support services, infrastructure analysis, and charging systems pricing will be quoted at dealer sales department cost plus no more than 5%. Extended Warranties: All extended warranties offered by the Kenworth dealer for any manufacturer or item will be priced at dealer sales department cost plus no more than 5%. Additional pricing detail: Kenworth Truck Company builds custom truck cab and chassis and each unit, or order of multiple identical units, is unique. Kenworth dealers use the Kenworth PremierSpec sales tool to generate a buildable unit that meets an end user's specific need. The sales tool will generate a report with the base list price plus all the required options list price and calculate a total list price, shown in the report as Total Adjusted Price (w/o freight & warranty & surcharges). This is the total list price that the applicable model discount is applied. It is important to note that all Kenworth models base chassis list price is just a starting point and typically cannot be ordered and built without adding additional chassis options required to create a compatible and buildable unit.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discounts provided in this response range approximately from 12.6% to 49.3% depending on specific model. See the included member discount matrix schedule off list price. Note that each unit is custom designed and list price very depending on final specifications to meet member needs. .
55	Describe any quantity or volume discounts or rebate programs that you offer.	The discounts included in this offer includes discounts that take into account the total potential volume of all member purchases combined.

56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	All sourced goods and services will be priced at the Kenworth dealer sales department cost plus no more than 5%. The Kenworth dealer will solicit offers from sub-contractors for sourced goods and services needed to offer a complete vehicle solution that meets the members need. These sourced goods and services include, but are not limited to, any truck body, trailers, truck equipment, tools, support devices, parts and/or maintenance parts kits to be included with the chassis, additional or custom manuals, software, subscriptions, special transportation (other than the standard transportation included in the chassis price to the first delivery destination after the Kenworth factory assembly plant), requested training, extended warranties, and any specialized body or specialized service. Chassis storage costs may also be quoted, if needed and agreed upon between member and dealer, to store a chassis waiting for a long lead time body or service installation. An example of some of the common sourced bodies are dumps, mixers, vans, flatbeds, cranes, booms, conveyors, extension, service bodies, sweepers, scissor, refuse, maintenance, reefers, auto carrier, wrecker, logger, pump, tank, drilling, fire service, oil service, beverage, pot hole patcher, utility, block, pumper, rescue, ambulance, transport, vacuum, repair, fork lift, derrick, bulk, hopper, asphalt, bucket, lift, marine, slinger, hook, roll-on/off, roll-back, and knuckleboom. An example of common add on truck equipment is fairings, pintle hook, trailer brakes and electrical connections, sleepers, crewcab modifications, bulkhead, GPS devices, etc. An example of some specialized services are body swaps, body modifications, chassis wheelbase modifications, specialized training, maintenance program, etc. An example of special transportation that might be requested and required would be when needed truck related equipment, a body for example, is assembled and installed on incomplete truck chassis beyond the members community. Or when the members location requires specialized transport such as Hawaii or Alaska Extended warranties for base chassis, engines, transmissions, bodies or any other truck related option or combination will be offered through Kenworth dealers at dealer sales department cost plus no more than 5%.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All federal, state, or local taxes, fees, tag, title, permit, or other miscellaneous requirements are not included. These costs will be determined by the Kenworth dealer as required with each unique state and member offering.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Member chassis pricing (total list price less member discount by model) includes transportation from the Kenworth factory assembly plant to the first specified delivery location in the continental United States, or Canada for Canadian members. This does not include additional transport required to deliver to Alaska, Hawaii or other U.S. territories. Additional transportation services, such as transport from a body company to dealership and then to members location, will be priced at the Kenworth dealer sales department cost plus no more than 5%.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Member chassis pricing includes transportation from the assembly plant to the first specified delivery location. This could include a port in the continental United States, or Canada for Canadian members. Additional ocean, rail, flatbed, or other transport service required to deliver to Alaska, Hawaii or off shore would be priced at the Kenworth dealer sales department cost plus no more than 5%.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If a member were to require expedited shipping from the Kenworth factory assembly plant in a manner that is not customary, an additional amount above and beyond the included transportation from assembly plant would be quoted and priced at the Kenworth dealer sales department cost plus no more than 5%. Example: single drive or trailer transported delivery in lieu of 3 or 4 way combination to expedite delivery time.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	A Kenworth dealer sales program is published supporting the Sourcewell contract. This is posted on an internal website that outlines the procedures, process, and compliance requirements. This will include the mandatory Sourcewell tracking code the dealer must add to allow a new order to qualify. Kenworth administration will generate a list of all units delivered to members and warranty registered in the Kenworth system quarterly. The report is generated by matching the tracking code against all Kenworth registered units in the quarter. A resulting report will display the chassis vehicle number (last 6 of the VIN), selling dealer name, and purchasing member name, etc. This will then allow Kenworth administration to determine the total fee to remit. Periodic and random audits will be conducted with dealers and documents reviewed to assure compliance with the Sourcewell contract. This includes pricing calculations and general terms per the contract and supporting Kenworth program.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The proposed administrative fee to Sourcewell is \$750 per unit.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	All products and services offered in this proposal are in cooperation and through our authorized and contracted Kenworth dealer network. No products or services are offered for purchase directly from Kenworth Truck Company. The products include the entire Kenworth brand truck product line of class 5, 6, 7, and 8 vehicles with gross vehicle weight ratings from 16,000 lbs. to 80,000 lbs. or more. The base models are: T170, T270, T370, K270, K370, T440, T470, T680, T800, T880, W900, W990 and C500. New / future models will be added as they become available. This includes all possible factory assembled sales code options included in published data books and non-published factory options (NPO items). All truck body types, equipment, tools, support devices, and services to be installed or provided after chassis assembly are to be included in the contract. These will be offered through Kenworth dealers at the time of truck chassis quotes in order to provide a complete vehicle solution. Kenworth dealers will solicit offers from TEM's or other entities for the necessary equipment or services required to meet the needs of the specific member. This includes, but is not limited to, truck bodies and related equipment such as trailers, dumps, mixers, vans, flatbeds, cranes, booms, conveyor, bulkhead, crewcab, sleeper, extension, service bodies, sweepers, scissor, refuse, maintenance, reefers, auto carrier, wrecker, logger, pump, tank, drilling, fire service, oil service, beverage, pot hole patcher, utility, block, pumper, rescue, ambulance, transport, vacuum, repair, fork lift, derrick, bulk, hopper, asphalt, bucket, lift, marine, slinger, hook, roll-on/off, roll-back, fairings, tractor, pintle hook, parts and parts kits, manuals, software, and any specialized body or specialized service. An example of some specialized services are body swaps, body modifications, chassis wheelbase modifications, specialized training, etc. Special transportation service will be offered by Kenworth dealers in addition to the standard transport provided as needed depending on the unique need with each member's solution. This is typically required when a truck body and/or other related equipment is assembled and installed on incomplete truck chassis beyond the member's community. Or when the member's location requires specialized transport such as Hawaii. Extended warranties for base chassis, engines, transmissions, bodies or any other truck related optional extended warranties are offered through Kenworth dealers. Kenworth Truck dealers will work directly with members to develop a complete vehicle offering that meets the member's specific needs (vehicle solution). Kenworth dealers will develop the final chassis specifications with a mix of the available published and unpublished sales codes that meet the member's custom vehicle needs. Kenworth dealers and member will mutually agree upon the final delivery and payment terms depending on the scope of the complete vehicle solution. All quotes, offers, final agreed upon terms and conditions, sale, delivery and after sales services will be agreed upon between Kenworth dealers and members. All U.S. and Canadian Kenworth dealers are engaged and encouraged to grow relationships and sales with members to meet each member's unique and specific commercial vehicle transportation need.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Repair parts and/or repair services - Repair and maintenance parts and/or repair and maintenance service are needed by members for both Kenworth and other branded commercial trucks already in service with the members. A solution within the Sourcwell contract has been requested by members. It is our intent is to engage Kenworth dealers to enter into participating addendum contracts with member that would include discounted and predetermined parts pricing and/or maintenance and repair service pricing. These participating addendum contracts would be specific for the local market and in support and within the scope of this Sourcwell contract. Traditional finance or lease products including municipal lease options. Kenworth dealers will solicit offers from sub-contractors, such as, but not limited to, Paccar Financial to meet the specific member's needs. Full Maintenance Lease options through PACCAR Leasing and dealer leasing divisions is also available. This includes vehicle rentals, lease with all maintenance included or maintenance only options.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments	
66	Class 8 chassis	☒ Yes ☐ No	Kenworth offers many class 8 highly customizable models and has plans to offer a class 8 fully electric model in 2021.	*
67	Class 7 chassis	☒ Yes ☐ No	Kenworth offers three class 7 highly customizable models in both conventional and cabover configuration including a fully electric model.	*
68	Class 6 chassis	☒ Yes ☐ No	Kenworth offers three class 6 highly customizable models in both conventional and cabover configuration including a fully electric model.	*
69	Class 5 chassis	☒ Yes ☐ No	Kenworth currently offers 1 class 5 model. But additional model may be added.	*
70	Class 4 chassis	☐ Yes ☒ No	Kenworth currently does not offer a class 4 vehicle, but may do so and add to the contract any future models that fit this weight class.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Most of the metrics to determine success are already in place with the current contract Kenworth enjoys. This includes quote activity by quarter, units ordered quarterly, total units ordered year to date, total units ordered inception to date, units delivered each quarter, quarter vs quarter deliveries and overall growth, and Kenworth delivery performance percentage compared to other contracted OEMs by state and overall.	*
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	Kenworth currently offer a class 6 and class 7 fully electric commercial truck. A class 8 fully electric commercial truck is planned for introduction in 2021. Supporting these electric truck offering, Kenworth plans to offer infrastructure analysis in cooperation with contracted partners and offer special pricing on electric charging systems. These systems and analysis can be quoted by the Kenworth dealer per the contract pricing matrix in cooperation and a Kenworth truck quote. Additionally, a full range of class 7 and 8 natural gas vehicles are offered. A class 6 natural gas offering is planned for 2021 and will be added to this contract.	*
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	Kenworth chassis are assembled with 120,000 PSI, North American steel. We also offer several different frame rail sizes up to 11-5/8" in order to accommodate each application. Kenworth also offers heavy duty bolted crossmembers which provide superior strength, durability, and serviceability over standard welded or stamped steel crossmembers. Each order is analyzed by a team of engineers to make sure that the chassis is spec'd properly and will be capable of the intended service. Kenworth uses high strength aluminum cabs and overall high quality materials and components. The Kenworth conventional product line utilizes aluminum cab construction which has been proven in the field to have industry leading durability. Not only are aluminum cabs lighter than stamped steel, they are also corrosion resistant. Because Kenworth was founded by building rugged vocational trucks, our cabs need to be able to withstand logging roads and other severe duty off road applications. Kenworth offers a wide array of safety related options including automatic traction control, roll stability, collision avoidance systems such as Bendix Wingman Advanced and Bendix Fusion that includes collision avoidance and lane departure, side object detection systems, smart steering wheels for hands on controls, and other driver safety systems that continually enhance driver comfort and safety.	*
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Truck Tech Plus is now available on nearly all Kenworth models with Paccar or Cummins engines. This technology allows fleet operators as well as the internal Kenworth team to monitor the truck's status and overall health while on the road. Not only is Truck Tech Plus a remote diagnostics system, it also provides insights as to what is actually triggering the fault rather than just displaying error codes. Once a fault is detected, the severity is determined and the driver can be advised to immediately find the next dealership or whether the fault can be addressed at the next scheduled service in order to maximize the amount of uptime. Over the air remote engine updates are also available on select engines and configurations.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- Financial Strength and Stability - paccar-2019-annual financial report.pdf - Thursday May 28, 2020 16:29:19
 - Marketing Plan/Samples - Marketing support docs.zip - Thursday May 28, 2020 16:45:51
 - WMBE/MBE/SBE or Related Certificates - Women in Trucking Award.docx - Thursday May 28, 2020 16:29:38
 - Warranty Information - Kenworth Warranty Documents.zip - Thursday May 28, 2020 16:29:57
 - Pricing - Member Pricing Matrix for Kenworth Trucks.pdf - Thursday June 04, 2020 12:28:28
 - Additional Document - Kenworth Additional Supporting Docs.zip - Tuesday June 09, 2020 12:15:59

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mike Kleespies, Director, Medium Duty Sales, Kenworth Truck Company, division of PACCAR Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Class_4-8_Chassis_RFP060920 Wed June 3 2020 07:52 AM	☒	--
Addendum_10_Class_4-8_Chassis_RFP060920 Wed May 27 2020 03:40 PM	☒	--
Addendum_9_Class_4-8_Chassis_RFP060920 Tue May 26 2020 02:51 PM	☒	--
Addendum_8_Class_4-8_Chassis_RFP060920 Thu May 21 2020 01:21 PM	☒	--
Addendum_7_Class_4-8_Chassis_RFP060920 Mon May 18 2020 03:30 PM	☒	--
Addendum_6_Class_4-8_Chassis_RFP060920 Wed May 13 2020 04:40 PM	☒	2
Addendum_5_Class_4-8_Chassis_RFP060920 Tue May 12 2020 10:00 AM	☒	--
Addendum_4_Class_4-8_Chassis_RFP060920 Mon May 4 2020 01:24 PM	☒	--
Addendum_3_Class_4-8_Chassis_RFP060920 Wed April 29 2020 03:45 PM	☒	--
Addendum_2_Class_4-8_Chassis_RFP060920 Wed April 22 2020 01:14 PM	☒	--
Addendum_1_Class_4-8_Chassis_RFP060920 Fri April 17 2020 12:32 PM	☒	--

OFFER TO PURCHASE



Date: 02/18/2024
Deal: 21585
Branch: 109
Department: New Sales
Salesperson: Doug Evans

Customer: DuPage County Public Works
7900 S. Route 53
Woodridge, IL 60517

Dealer: CIT Trucks, LLC. - Rockford
305 W. Northtown Rd.
Suite A
Normal, IL 61761

+SOLD UNITS(s)

Price: \$144,233.00

Make: Kenworth

Year: 2025
Model: T480

ADDITIONAL UNIT CHARGES

Title Fee

Price: \$165.00

ADDITIONAL UNIT CHARGES

Document Fee

Price: \$295.00

ADDITIONAL UNIT CHARGES

Truck Body

Price: \$48,430.00
Unit Price: \$193,123.00

Subtotal: \$193,123.00

Difference: \$193,123.00
\$0.00
\$0.00
\$0.00

Net: **\$193,123.00**

Balance Due: \$193,123.00

Sourcewell Contract 060920-KTC

Terms and conditions of this offer are set forth at www.citrucks.com/terms which are incorporated herein by this reference. Purchaser agrees to all terms and conditions in this agreement.

General Manager Printed Name

Purchaser Printed Name

General Manager Signature

Purchaser Signature