



DU PAGE COUNTY

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

Stormwater Management Committee Final Regular Meeting Agenda

Tuesday, June 4, 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 [24-1474](#)
Stormwater Management Committee Meeting- Regular Meeting- Tuesday, May 7, 2024
 - 5.B [24-1539](#)
Release of DuPage County Stormwater Committee Executive Session Minutes from Tuesday, May 7, 2024, where all prior executive session minutes were released.
 6. CLAIMS REPORTS
 - 6.A [24-1585](#)
Schedule of Claims - May 2024
 7. STAFF REPORTS
 - 7.A [24-1604](#)
2024 June Spill Report
 - 7.B [24-1616](#)
Annual Report to Illinois Environmental Protection Agency
 - 7.C [24-1631](#)
2024 May Currents Newsletter
 - 7.D [24-1623](#)
2024 June Program and Events Update
 - 7.E [24-1624](#)
FY2025 Budget Kick Off
 8. ACTION ITEMS
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- 8.A [24-1511](#)
Village of Downers Grove - PO 7060-0001 SERV - Change order to extend the contract to November 30, 2024, no change in contract amount. (WQIP Grant)
- 8.B [24-1533](#)
Engineering Resource Associates, Inc. - PO 6286-0001 SERV - Change order to update Exhibit C and extend contract to June 30, 2025, no change in contract amount.
- 8.C [24-1534](#)
Cemcon, LTD. - PO 6131-0001 SERV - Change order to extend the contract to June 30, 2025, no change in contract amount.
- 8.D [24-1579](#)
Robinson Engineering, LTD. - PO 6369-0001 SERV - Change order to update Exhibit C and extend contract to November 30, 2024, no change in contract amount.
- 8.E [SM-R-0001-24](#)
Recommendation for the approval of an Intergovernmental Agreement between the County of DuPage and Addison Township Highway Department for Country Club Highlands Phase 2- Drainage Improvement Project.
- 8.F [SM-P-0014-24](#)
Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois and the Naperville Park District, for the Permeable Pavers at the Community Garden Plots Project, for an agreement not to exceed \$60,000.
- 8.G [SM-P-0015-24](#)
Recommendation for the approval of a contract issued to the Farnsworth Group, Inc., for On Call Drainage Professional Engineering Services, for Stormwater Management, for the period of June 11, 2024 through November 30, 2025, for a contract total not to exceed \$60,000. Professional Services in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ et. seq. vetted through a qualification based selection process (Architects, Engineers and Land Surveyors).

9. INFORMATIONAL

- 9.A [24-1523](#)
Amendment to purchase order 5186-0001 SERV, issued to AEP Energy, Inc., for electric utility supply and management services for the County campus, Public Works, and Stormwater, for Facilities Management, for a change order to extend the contract to August 31, 2024, no change in contract amount.

10. DISCUSSION

- 10.A FY2025 Budget

11. OLD BUSINESS

12. NEW BUSINESS

13. ADJOURNMENT



Minutes

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
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File #: 24-1474

Agenda Date: 6/4/2024

Agenda #: 5.A



DU PAGE COUNTY

Stormwater Management Committee

Final Summary

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

Tuesday, May 7, 2024

7:30 AM

County Board Room

1. CALL TO ORDER

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

A motion was made by Member Brummel and seconded by Member Hinterlong to allow Member Nero to participate remotely. Upon a voice vote, the motion passed with all ayes.

Member Tornatore arrived at 7:34 AM

The following County Board Members were in attendance:

Member Krajewski

Member Rutledge

2. ROLL CALL

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

3. PUBLIC COMMENT

No public comments were offered.

4. CHAIRMAN'S REMARKS - CHAIR ZAY

4.A Sustainable Design Challenge Awards Presentation

5. APPROVAL OF MINUTES

5.A [24-1141](#)

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

RESULT:	APPROVED
MOVER:	Lucy Evans
SECONDER:	Paul Hinterlong

6. CLAIMS REPORTS

- 6.A [24-1340](#)
Schedule of Claims - April 2024

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Paul Hinterlong

7. STAFF REPORTS

- 7.A [24-1382](#)
2024 May Program and Events Update

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Paula Garcia
SECONDER:	David Brummel

- 7.B [24-1383](#)
2024 April Current Events Newsletter

RESULT:	ACCEPTED AND PLACED ON FILE
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RESULT:	APPROVED THE CONSENT AGENDA
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8. ACTION ITEMS

- 8.A [SM-P-0012-24](#)
Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Glendale Heights, for the Lake Becerra Shoreline Restoration and Naturalization Project, for the period of May 14, 2024 through November 30, 2025, for an agreement not to exceed \$90,000. (WQIP Grant)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Chester Pojack
SECONDER:	Lucy Evans

- 8.B [SM-P-0013-24](#)
Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Willowbrook, for the Borse Park Stream and Pond Enhancement Project, for the period of May 14, 2024 through November 30, 2025, for an agreement not to exceed \$60,000. (WQIP Grant)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Lucy Evans
SECONDER:	Chester Pojack

8.C [24-1299](#)

COMMITTEE ACTION REQUESTED: A motion by Committee to not object to a variance request by Pulte Home Company, LLC, to allow construction of a site runoff storage facility that does not comply with the release rate provision of Section 15-74.C of the DuPage County Countywide Stormwater And Flood Plain Ordinance, with the condition that Woodridge certifies the application and approves the watershed modeling demonstrating that the proposed project has no adverse impacts to upstream or downstream properties and provides a watershed benefit.

Director Hunn addressed questions from Member Garcia regarding the variance request.

RESULT:	APPROVED
MOVER:	Lucy Evans
SECONDER:	Paula Garcia

8.D [FI-R-0079-24](#)

Acceptance and appropriation of the ILDCEO Rebuild Illinois Timberlake Drainage Improvements Grant PY24, Inter-Governmental Agreement No. 22-203688, Company 5000 - Accounting Unit 3075, \$200,000. (Stormwater Management)

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

9. **OLD BUSINESS**

Chairman Zay thanked everyone who attended the Sustainable Design Challenge.

10. **NEW BUSINESS**

No new business was discussed.

11. **EXECUTIVE SESSION**

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

RESULT:	ENTER INTO EXECUTIVE SESSION
MOVER:	Paul Hinterlong
SECONDER:	Paula Garcia
AYES:	Brummel, Eckhoff, Evans, Garcia, Hinterlong, Pojack, Tornatore, and Zay
ABSENT:	DeSart, Pulice, and Yusuf
REMOTE:	Nero

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

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

12. MATTERS REFERRED FROM EXECUTIVE SESSION MINUTES

12.A Disposition of Executive Session Minutes

A motion was made by Member Pojack and seconded by Member Hinterlong to publicly release the September 5, 2019 and October 3, 2023 minutes. The motion carried on a roll call, all "ayes".

RESULT:	APPROVED
MOVER:	Chester Pojack
SECONDER:	Paul Hinterlong
AYES:	Brummel, Eckhoff, Evans, Garcia, Hinterlong, Pojack, Tornatore, and Zay
ABSENT:	DeSart, Pulice, and Yusuf
REMOTE:	Nero

13. ADJOURNMENT

A motion was made by Member Hinterlong and Seconded by Member Brummel to adjourn at 7:50 AM.



Minutes

421 N. COUNTY FARM
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File #: 24-1539

Agenda Date: 6/4/2024

Agenda #: 5.B



Payment of Claims

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
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File #: 24-1585

Agenda Date: 6/4/2024

Agenda #: 6.A

DUPAGE COUNTY STORMWATER MANAGEMENT
SCHEDULE OF CLAIMS
May-24

Vendor	Service	Amount
AEP	Utility supply	\$59.03
AT & T	Private network for SWM	\$1,892.30
AT & T	Armstrong Phone services	\$80.76
AT & T	Phone Services	\$52.17
ComEd	0E River Rd. 3N034 Electric service	\$342.68
Grainger	Rubber boots - Mumm	\$46.93
A & W Trailer LLC	Plate light	\$10.00
A & W Trailer LLC	Trailer/Chipper supplies	\$111.91
A Block	Truck Tipping	\$40.00
Advance Auto	Motor oil	\$63.42
Advance Auto	Motor oil	\$63.42
Alta Equipment	Oil pan gasket	\$15.82
Autozone	Bolts	\$2.90
Conserv FS	Straw blanket	\$455.00
Home Depot	Rakes	\$39.96
Home Depot	Shovels	\$113.94
Home Depot	Various supplies	\$33.27
Home Depot	Oil	\$50.85
Kipp's Lawnmower Service	Honda Generators	\$5,190.00
Menards	Various tools	\$25.95
Menards	Various supplies	\$10.66
Menards	Brake/part cleaner	\$20.94
Sheffield Supply & Equip	Head/face/hearing protection	\$248.94
Comcast	ethernet services	\$381.93
ComEd	Fanchon 1S Electric service	\$482.15
ComEd	4013 Washington Electric service	\$30.81
DuPage Topsoil	Soil	\$450.00
Encap	Native Vegetation Mgmt.	\$3,453.40
Mary Beth Falsey	Reimb. of CPESC Renewal fee Falsey	\$181.13
USPS	Postal charges March	\$12.75
AT & T	River Dumoulin Phone Services	\$99.63
AT & T	River Dumoulin Phone Services	\$108.18
AT & T	River Dumoulin Phone Services	\$88.57
AT & T	Phone Services	\$65.23
City of WoodDale	WQ Potter St. Detention	\$103,370.00
Nicor	301 W. School St Natural Gas Service	\$50.56
ComEd	397 Illini Dr. Electric service	\$1,239.16
ComEd	0S Irving Park Electric service	\$37.17
Signal 88	Security services	\$1,050.00
Ace Hardware	Various supplies	\$127.90
Amazon	Steel cable	\$197.71
Conserv FS	seed mix	\$365.30
ERA	Floodplain mapping	\$2,570.75
ERA	Floodplain mapping	\$2,201.85
IAFSM	Membership fee Freitag	\$25.00
IAFSM	Membership fee Heatherly	\$25.00
SCARCE	Water quality education	\$7,083.33
AT & T	WoodDale Itasca phone services	\$94.05
ComEd	CNWRR 1E Electric service	\$12,224.66

ComEd	School St. Electric service	\$1,644.95
ComEd	4525 River Dr. Electric service	\$38.82
ComEd	4720 Dumoulin Electric service	\$88.33
ComEd	4723 River Dr. Electric service	\$45.84
ComEd	701 W Third St. Electric service	\$21.90
Grainger	Water quality supplies	\$86.45
ODP	Various supplies	\$118.38
Pizzo & Associates	Native Vegetation Mgmt.	\$2,470.00
V3	On-call Engineering	\$25,441.50
Aqua Phoenix	Water quality supplies	\$204.29
ECT	HSPF Hydrologic	\$3,877.50
Hey & Associates	On-call Engineering	\$25,829.51
Hodge Products	padlocks	\$332.40
Identity Links	Promotional items Ducks/post its	\$1,506.07
Menards	Gloves	\$23.98
Trademark Products	self inking stamp	\$19.75
USGS	joint funding agreement	\$93,250.00
V3	On-call Engineering	\$8,454.24
AEP Energy	Utility supply	\$3,068.73
AT & T	Long Distance Charges	\$46.23
AT & T	Phone Services	\$52.22
AT & T	Private network for SWM	\$1,893.51
AT & T	River Dumoulin Phone Services	\$55.63
City of Wood Dale	Water/Sewer 301 School	\$41.41
ComEd	4525 Dumoulin Ave. Electric service	\$80.07
ComEd	150 N II Rt.83 Electric service	\$165.03
ComEd	Hagar 1W Electric service	\$38.85
FirstNet/ATT	Cellular services	\$2,081.92
Grainger	Water quality supplies	\$146.07
A & W Trailer LLC	Vehicle supplies	\$210.92
A Block	Truck Tipping	\$60.00
Advance Auto	Filters	\$191.72
Advance Auto	Batteries #65	\$147.39
Elmhurst Chicago Stone	concrete	\$40.00
Fleetpride	Mud Flap	\$22.00
Kronos	Software support	\$1,931.04
Nicor	800 N River Rd. Natural Gas service	\$152.38
Sheffield Supply & Equip	Safety wear	\$248.94
V & R/Favia Investments LTD	Repairs to SWM #15	\$1,558.84
Waste Management	Waste Disposal	\$95.00
Menards	Various supplies	\$10.57



Staff Report

421 N. COUNTY FARM
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File #: 24-1604

Agenda Date: 6/4/2024

Agenda #: 7.A



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services

STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

FROM: Mary Beth Falsey, Stormwater Management

SUBJECT: Quarterly Spill Response Report

DATE: May 22, 2024

Stormwater Management staff receives notification of spill events through citizen reports, notification from municipalities, and through the Hazardous Materials Incident Reports sent from the Local Emergency Planning Committee (LEPC). Staff responds to spill events occurring in or near waterways and storm sewers. When needed, spill kits can be deployed to contain and absorb spills and prevent further release into storm sewers and waterways until the spiller can be identified and the spill cleanup conducted by a qualified environmental cleanup company. Stormwater Management staff also reports to the Illinois Environmental Protection Agency (IEPA) as to the status of the remediation or if additional cleanup is needed. During the 2nd quarter of 2024, the following spill events occurred and were responded to:

Oil Sheen Report, Carol Stream, March 5, 2024

An oil sheen was observed in a pond in Carol Stream by Stormwater staff doing work in the area. Oil booms were placed to contain and protect downstream waterways. Stormwater Management assisted Carol Stream in tracing through the storm sewer system to an industrial area in Carol Stream. No definitive source could be located. The sheen was concluded to have been caused by a leak or spill on the roadway.

Oil Sheen Report, Downers Grove/Lisle, March 15, 2024

Stormwater Management staff was notified by the Village of Lisle of an oil sheen in St. Joseph Creek. Oil booms were deployed in the creek to contain, and staff worked with the Villages of Downers Grove and Lisle to trace the sheen upstream to a storm sewer in Downers Grove. A source could not be determined. Staff spoke to business owners in the area and advised the Village of Downers Grove to keep an eye on the sewer system in this area for future recurrences.



Release of Fire Fighting Foam, Elmhurst, March 25, 2024

Stormwater Management staff received a Hazardous Materials Incident Report regarding the release of firefighting foam into a ditch along I-290. Staff verified no release offsite or into downstream waterways.

Oil Sheen Report, Villa Park, April 8, 2024

The Village of Villa Park contacted the Stormwater Management department regarding a report of an oil slick on a roadway. Staff responded to the site, but due to heavy rains, no oil sheen could be located on the roadway or downstream waterways. Findings were reported back to the Village.

White Debris in Ditch, Downers Grove, April 10, 2024

Downers Grove staff contacted Stormwater Management regarding an unknown white substance in a Village owned right of way ditch. Stormwater Management staff sampled and conducted tests on the material. It was concluded to be lime or concrete which was spilled or dumped on the roadway. Findings were reported back to the Village.

Gasoline Spill, West Chicago, April 23, 2024

Stormwater Management received a Hazardous Materials Incident Report regarding a fuel spill from a motor oil leak on IL Rt 59 and Roosevelt Rd. Remediation was conducted by an environmental cleanup company. Staff verified no release into downstream waterways.

Fish Kill Report, Winfield, May 2, 2024

A fish kill was reported on a residential detention pond in Winfield. Stormwater Management staff investigated and concluded that the die off was a natural cause due to low dissolved oxygen caused by changes in temperature.

Transformer Oil Spill, Westmont, May 9, 2024

Stormwater Management staff received a Hazardous Materials Incident Report regarding a transformer oil spill in Westmont caused by a truck colliding with overhead wires. Remediation was conducted by an environmental cleanup company. Staff verified no release into downstream waterways.



Staff Report

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File #: 24-1616

Agenda Date: 6/4/2024

Agenda #: 7.B



**DUPAGE
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Watershed
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Flood Operations
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STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

FROM: Mary Beth Falsey, Stormwater Management

SUBJECT: Annual Report to Illinois Environmental Protection Agency

DATE: May 22, 2024

Each year, DuPage County is required to submit an annual report to the Illinois Environmental Protection Agency (IEPA) detailing the efforts that are being made to maintain compliance with the General NPDES Permit for Discharges from Small Municipal Separate Storm Sewer Systems (ILR40). Permit No. ILR40 requires that a permittee reduce, to the maximum extent practicable, pollutants associated with stormwater runoff being discharged to any surface water of the State.

The Annual Facility Inspection Report is due to the IEPA by the first day of June each year that the permit is in effect, as well as required to be posted on the permittee's website. Each report covers the period from March 1 of the previous year to March of the current year. This year DuPage County and 41 partner agencies are submitting one comprehensive report as co-permittees, which is being prepared by DuPage County Stormwater Management.

The annual report will be posted online by June 1 and can be found at:

https://www.dupagecounty.gov/government/departments/stormwater_management/water_quality/water_quality_permit_documents.php





Staff Report

421 N. COUNTY FARM
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WHEATON, IL 60187
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File #: 24-1631

Agenda Date: 6/4/2024

Agenda #: 7.C

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DuPage County Stormwater Management News & Updates

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May 2024

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DuPage County, SCARCE Award Design Challenge Winners



DuPage County Stormwater Committee Chair Jim Zay, SCARCE Founder and Executive Director Kay McKeen, Stormwater Management Director Sarah Hunn, and SCARCE Educator Andrea Redfearn award "Best Energy Design" to students from Lake Park High School.

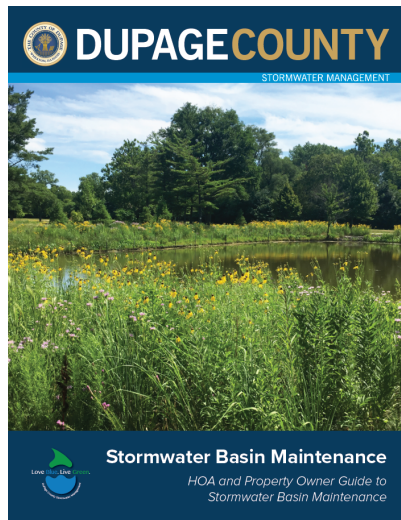
During their May meeting, members of the SWM Planning Committee presented awards to winning student groups chosen from this year's 18th annual Sustainable Design Challenge. Chair Jim Zay and Director Sarah Hunn were joined by SCARCE Founder Kay McKeen in recognizing the top student groups. Sponsored by SWM, SCARCE coordinates the annual event, which encourages students to construct building and landscape models using environmental and water-friendly design practices. Awards went to students from Lake Park High School, York Community High School, and Glenbard East High School.

[More Info](#)

SWM Releases Basin Maintenance Handbook for HOAs and Property Owners

Around Town

This year's DuPage County River Sweep was another big success! Almost 450 volunteers spread across the County cleaned up their local streams on May 4th. Another 100 volunteers participated in cleanups the week before and after, for an estimated total of 6.8 tons of trash removed! Thank you to all the volunteers who dedicated their time to keeping our waterways clean!



The front cover of the Stormwater Basin Maintenance Handbook. Click on the image to view the full document.

There are countless detention basins dotted across DuPage County, which serve the vital function of receiving excess stormwater from surrounding properties. Without regular maintenance however, they can become a massive headache or stop working altogether. SWM has developed this handbook to help property owners and HOAs learn about their basin's needs and create a plan for its management. The handbook features a complete checklist of a basin's monthly and annual maintenance tasks. Check it out by clicking on the image above!

Register for a Special Tour of Churchill Woods, Hosted by SWM and DuPage Forest Preserve

Discover the popular Churchill Woods Forest Preserve in a whole new light on this exclusive walking tour!

On **Wednesday, June 5th at 3PM**, experience the transformation of a once-damaged ecosystem as we explore the removal of a historic dam and the restoration of surrounding wetlands. Marvel at the diverse wildlife flourishing in this revitalized habitat. Learn about the triumphs and challenges faced by the government agencies who took on the massive project over 15 years ago, and the dedicated volunteers who continue to steward the woods to this day.

Led by knowledgeable guides from DuPage County Stormwater Management and the Forest Preserve District, journey through a landscape shaped by restoration and stewardship.

[Reserve your spot today!](#)

Upcoming Events

Children's Safety Expo

Saturday, June 1, 2024, 9:00 A.M. - 12:00 P.M.

SWM will be tabling at this free family event at Lakeview Junior High School in Downers Grove! Tons of trucks will be there from all kinds of government services for kids to play on, along with plenty of activities and giveaways. Sponsored by State Senator John Curran and State Rep. Nicole La Ha.

[More Info](#)

Nature's Resurgence: Churchill Woods Restoration Tour

Wednesday, June 5, 2024, 3:00 P.M. - 4:00 P.M.

Discover the popular Churchill Woods Forest Preserve in a whole new light on this exclusive walking tour! On **Wednesday, June 5th at 3PM**, experience the transformation of a once-damaged ecosystem as we explore the removal of a historic dam and the restoration of surrounding wetlands. Marvel at the diverse wildlife flourishing in this revitalized habitat. Learn about the triumphs and challenges faced by the government agencies who took on the massive project over 15 years ago, and the dedicated volunteers who continue to steward the woods to this day.



SWM Chair Jim Zay spent the Wednesday after River Sweep cleaning up the Gary-Kehoe Reservoir with Antunes, a local manufacturing company in Carol Stream.

Led by knowledgeable guides from DuPage County Stormwater Management and the Forest Preserve District, journey through a landscape shaped by restoration and stewardship.

[More Info](#)

Wood Dale Public Works Open House

Thursday, June 13, 2024, 3:30 P.M. - 6:30 P.M.

SWM tabling event! Bring the family and enjoy a fun afternoon of learning about the City's Public Works department. Kids (and those young at heart) will love climbing on, exploring and taking pictures inside City vehicles and big trucks like snow plows, lifts and more! You can meet our Public Works crew, partake in crafts and giveaways. Plus K-9 Officer Bane from the Wood Dale Police Department will be there.

All this, plus food for the whole family. Fun for all!

Pollinator Week: Sustainable Landscaping Choices Presentation

Tuesday, June 18, 2024, 7:00 P.M. - 8:00 P.M.

Beautiful your yard while conserving water and creating a habitat for important pollinators. From the smallest buzzing bee to the graceful Monarch butterfly to adorable fuzzy bats, these creatures play a vital role in our ecosystem, ensuring the pollination of plants that provide us with food, beauty, and even the air we breathe. Beth Peluse of The Conservation Foundation will suggest impactful choices for sustainable home landscapes such as planting trees, using native plants, installing rain barrels, and reducing chemical use. Making your yard more eco-friendly has the added potential to save you money by reducing maintenance costs and mitigating rain water issues. From this presentation, you will learn actionable tips on how to create a beautiful, easy-to-maintain garden while reducing your carbon footprint!

[Register Here](#)



Stormwater Management Planning Committee

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

David Brummel | Dawn DeSart | Lucy Chang Evans

Grant Eckhoff | Paula Deacon Garcia

Paul Hinterlong | Steve Nero | Chester Pojack

Nunzio Pulice | Sam Tornatore | Asif Yusuf

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Staff Report

421 N. COUNTY FARM
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File #: 24-1623

Agenda Date: 6/4/2024

Agenda #: 7.D



**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 June 2024

DATE: June 4, 2024

Watershed Planning

Lacey Creek Watershed Plan;

The county consultant working on this plan has completed an analysis of 10 different projects and alternatives to address flooding concerns within the watershed. A specific project at Highland Avenue has been discussed with DuDOT staff, and a preliminary draft plan has been received from the consultant. There was a stakeholder meeting held on May 30th with the local community and agencies within the watershed.

Facilities/Operations/ Shared Services Projects

Shared Services/Drainage Projects;

Under the drainage program, staff continues to work through the permitting process for one upcoming project in unincorporated Wheaton, once the permit is received the department will begin work on a stabilization project. The department has recently received a permit to begin work on a drainage project in unincorporated Downers Grove, we anticipate this will be completed by mid-June.

The Stormwater Maintenance Crew completed flood gate cleaning in Hinsdale/Graue Mill under the Shared Services Program.

Facilities/Operations;

The stormwater flood control facilities continue to be maintained on a regular basis. Staff continues to monitor rainfall forecasts, stream elevations and rainfall gages throughout the County and are prepared to operate our flood control facilities as needed.

A stabilization project on the west lobe near Salt Creek Park was recently completed; this work will prevent erosion on the west lobe. Staff also continues to work with the awarded contractor Independent Mechanical Industries (IMI) that was the low bid contractor for upgrade to the pumps and motor control center for the west lobe.



Water Quality

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

Work continues on the IL EPA funded Watershed-Based Plan for the north half of the West Branch DuPage River, which includes working with a consultant on an HSPF water quality model. The plan is scheduled to be completed by the end of 2025.

The NPDES annual report will be submitted to the IEPA on behalf of DuPage County and 41 co-permittee municipalities and townships by the June 1 deadline.

Regulatory

The Regulatory Group is currently experiencing a particularly heavy pre-application load compared to previous years, reflecting an exceptionally busy period for our team. Staff continues to diligently work through permit submittals, ensuring all reviews remain on track.

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 and will provide flood protection to three condominium buildings. Permit applications have been submitted to various regulatory agencies. A licensed architect is working on addressing comments from the Village of Lisle regarding ingress/egress impacts that would result from the construction of the project. An agreement for the project has been approved by the HOA Board and will be placed on a future Stormwater Committee agenda along with the bid award for the project. Design and permitting for the project are expected to be completed in the next several months, with a bid opening planned for late summer.

Design of the Luther/High Ridge Stormwater project located in unincorporated DuPage County within York Township has been completed. The project is out for bid and expected to be awarded at the July Stormwater Committee and County Board meetings. An easement agreement with the Forest Preserve District will be implemented to allow for construction to take place within the High Ridge Forest Preserve. 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 is nearing completion. Storm sewer installation and concrete work is complete. Remaining work includes construction of an asphalt path and final restoration.

Additional ARPA projects being overseen by in-house staff are underway. This includes the Tamarack Drive drainage project in unincorporated Glen Ellyn, which is nearing completion. Commencement of construction began in March, with additional improvements scheduled to begin soon, weather depending. Country Club Highlands Phase II also began on March 15, 2024, in unincorporated Elmhurst and is expected to be complete in the Summer of 2024. Work completed to date includes sanitary and watermain work.

Upcoming DuPage County Stormwater Management (SWM) Events

Date	Time	Event	Location	Host Organization	SWM Involvement	Audience	Register/Info
6/1/2024	9AM-12PM	Children's Safety Expo	Lakeview Jr High School	State Senators	Vendor	General Public	More Info
6/5/2024	3PM-4PM	Nature's Resurgence: Churchill Woods Restoration Tour	Churchill Woods Forest Preserve	SWM, TCF, FPDDC	Host	General Public	More Info
6/13/2024	3:30PM-6:30PM	Wood Dale Public Works Open House	Wood Dale Public Works	Wood Dale	Vendor	General Public	More Info
6/18/2024	7PM-8PM	Pollinator Week: Sustainable Landscaping Choices Presenta	Fullersburg Woods	TCF	Sponsor	General Public	More Info
6/24-26/2024	All Day	Wetland Plant ID Class	TBD	SWM	Host	Professionals	Contact Nick Assell



Staff Report

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

File #: 24-1624

Agenda Date: 6/4/2024

Agenda #: 7.E



**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: FY 25 Budget Kick Off

DATE: June 4, 2024

On Tuesday, May 14th, the DuPage County Board approved the FY2025 Budget Calendar as well as the Budget and Financial Policies.

Stormwater Staff will be working to prepare the budget before the July 5th submittal date. We intend to have a draft budget submitted to the Committee, via email, by June 20th.

If there are questions regarding the FY2025 budget, Committee members are asked to contact Chairman Zay or Director Hunn directly with your inquiries.

The following items have been included with this memorandum for Committee review and comment:

- FY2025 Budget Calendar
- Stormwater Management 1600-3000 Operating Budget Comparison (FY23 vs FY24)
- Stormwater Management 1600-3000 Five-Year Outlook (Fiscal Years 2024 - 2028)





DU PAGE COUNTY

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

Legislation Text

File #: FI-R-0084-24, **Version:** 1

APPROVAL OF THE FY2025 BUDGET CALENDAR

WHEREAS, the DuPage County Financial and Budget Policies require that the County shall develop a budget calendar; and

WHEREAS, DuPage County strives to provide open and transparent county government, which ensures greater fiscal accountability; and

WHEREAS, having a published timeline will allow residents the ability to offer their thoughts and feedback on the County's budget.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board and notwithstanding any prior enactment or rule to the contrary, that the attached FY2025 budget calendar be approved and made available to the public, including posting on the County's website.

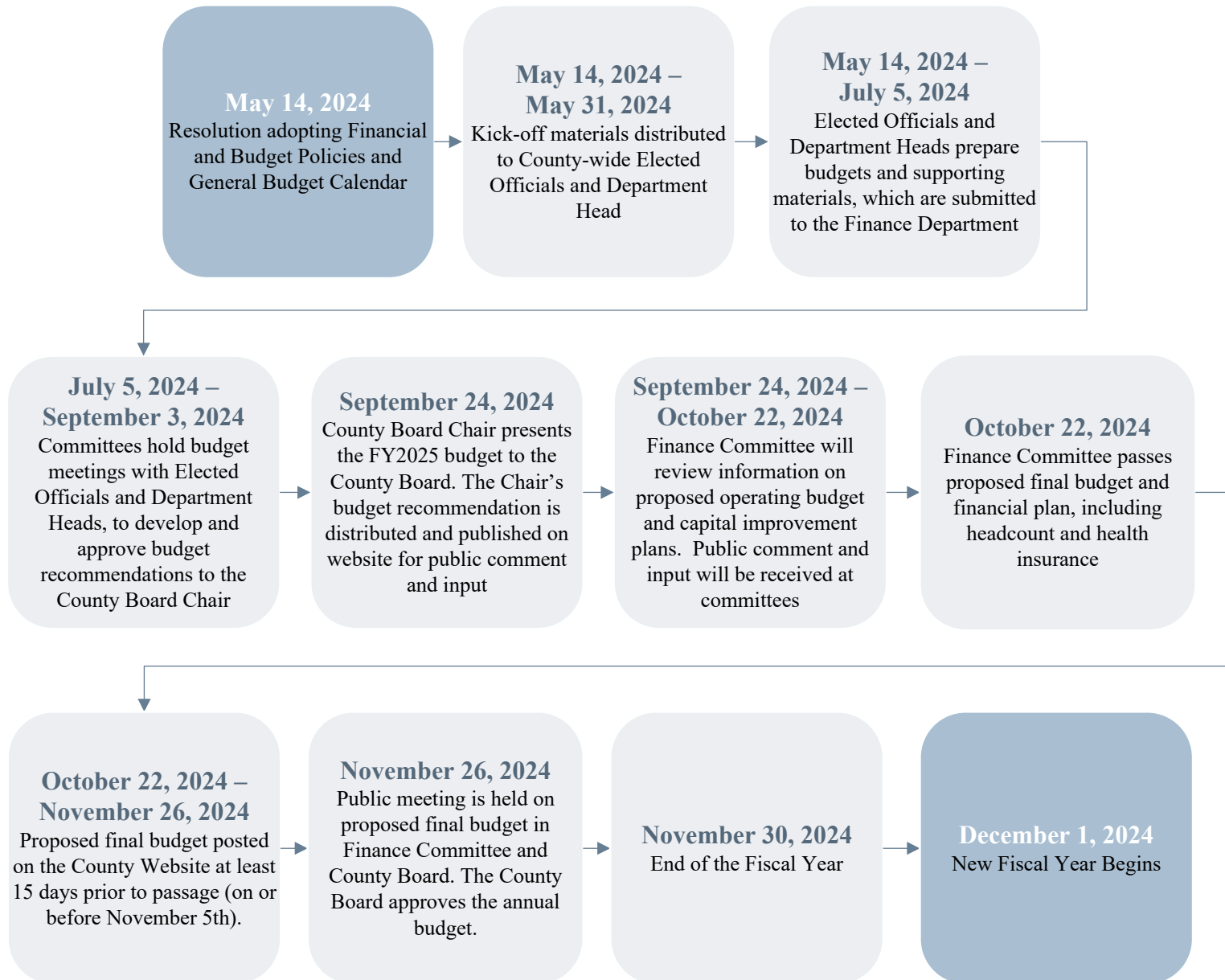
Enacted and approved this 14th day of May, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

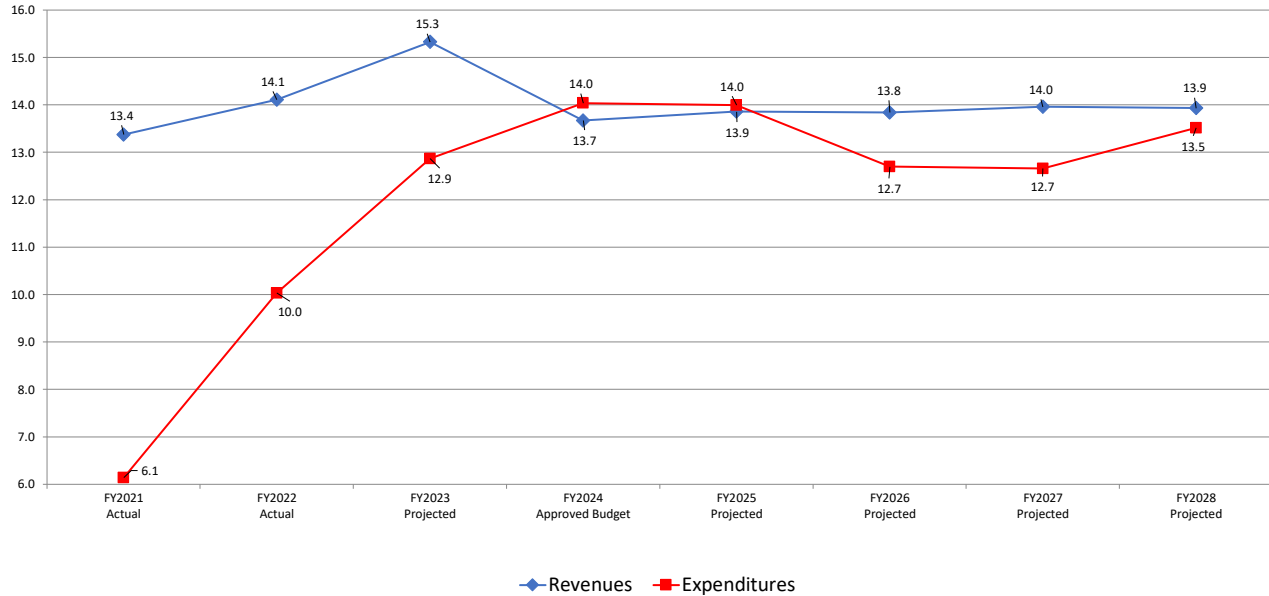
JEAN KACZMAREK, COUNTY CLERK

FY2025 BUDGET CALENDAR



Account Code	Account Name	FY2023 Budget	FY24 Proposed	FY2023 VS FY2024	Percentage Increase	
53828-0000	CONTINGENCIES	0.00	0.00	\$0.00	0%	
54060-0000	DRAINAGE SYSTEM INFRASTRUCTURE	0.00	0.00	\$0.00	0%	
50000-0000	REGULAR SALARIES	2,914,300.00	3,001,904.00	\$87,604.00	3%	Increased due to filling vacancy
50010-0000	OVERTIME	45,000.00	50,000.00	\$5,000.00	11%	
50010-0000	OVERTIME			\$0.00	0%	
50010-0000	OVERTIME			\$0.00	0%	
50040-0000	PART TIME HELP	0.00	25,000.00	\$25,000.00	83%	
50050-0000	TEMPORARY SALARIES/ON CALL	24,960.00	20,000.00	-\$4,960.00	-20%	
50080-0000	SALARY & WAGE ADJUSTMENTS	0.00	116,846.00	\$116,846.00	65%	
50099-0000	NEW PROGRAM REQUESTS-PERSONNEL	0.00	0.00	\$0.00	0%	
51000-0000	BENEFIT PAYMENTS	100,000.00	120,000.00	\$20,000.00	20%	
51010-0000	EMPLOYER SHARE I.M.R.F.	262,375.00	255,913.00	-\$6,462.00	-2%	
51030-0000	EMPLOYER SHARE SOCIAL SECURITY	260,232.00	231,730.00	-\$28,502.00	-11%	
51040-0000	EMPLOYEE MED & HOSP INSURANCE	354,932.00	313,024.00	-\$41,908.00	-12%	
51050-0000	FLEXIBLE BENEFIT EARNINGS	11,000.00	15,000.00	\$4,000.00	36%	
51070-0000	TUITION REIMBURSEMENT	2,000.00	2,000.00	\$0.00	0%	
51080-0000	WEARING APPAREL REIMBURSEMENT	7,500.00	7,500.00	\$0.00	0%	
52000-0000	FURN/MACH/EQUIP SMALL VALUE	25,500.00	25,500.00	\$0.00	0%	
52100-0000	I.T. EQUIPMENT-SMALL VALUE	16,000.00	12,000.00	-\$4,000.00	-24%	
52200-0000	OPERATING SUPPLIES & MATERIALS	25,000.00	22,000.00	-\$3,000.00	-12%	
52210-0000	FOOD & BEVERAGES	0.00	0.00	\$0.00	0%	
52220-0000	WEARING APPAREL	3,000.00	3,000.00	\$0.00	0%	
52250-0000	AUTO/MACH/EQUIP PARTS	27,000.00	25,000.00	-\$2,000.00	-8%	
52260-0000	FUEL & LUBRICANTS	46,000.00	44,000.00	-\$2,000.00	-5%	
52270-0000	MAINTENANCE SUPPLIES	65,000.00	65,000.00	\$0.00	0%	
52270-0000	MAINTENANCE SUPPLIES			\$0.00	0%	
52320-0000	MEDICAL/DENTAL/LAB SUPPLIES	500.00	500.00	\$0.00	0%	
53000-0000	AUDITING & ACCOUNTING SERVICES	10,000.00	10,000.00	\$0.00	0%	
53010-0000	ENGINEERING/ARCHITECTURAL SVC	1,244,000.00	1,339,500.00	\$95,500.00	8%	
53020-0000	INFORMATION TECHNOLOGY SVC	40,000.00	45,000.00	\$5,000.00	13%	
53030-0000	LEGAL SERVICES	5,000.00	5,000.00	\$0.00	0%	
53050-0000	LOBBYIST SERVICES	32,500.00	32,500.00	\$0.00	0%	
53090-0000	OTHER PROFESSIONAL SERVICES	210,000.00	270,000.00	\$60,000.00	29%	
53110-0000	WORKERS COMPENSATION INSURANCE	8,000.00	8,000.00	\$0.00	0%	
53130-0000	PUBLIC LIABILITY INSURANCE	1,000.00	1,000.00	\$0.00	0%	
53200-0000	NATURAL GAS	3,000.00	3,000.00	\$0.00	0%	
53210-0000	ELECTRICITY	214,500.00	185,000.00	-\$29,500.00	-14%	
53220-0000	WATER & SEWER	1,000.00	1,000.00	\$0.00	0%	
53240-0000	WASTE DISPOSAL SERVICES	15,000.00	15,000.00	\$0.00	0%	
53250-0000	WIRED COMMUNICATION SERVICES	86,400.00	72,500.00	-\$13,900.00	-16%	
53260-0000	WIRELESS COMMUNICATION SVC	31,700.00	38,500.00	\$6,800.00	21%	
53300-0000	REPAIR & MTCE FACILITIES	500.00	500.00	\$0.00	0%	
53320-0000	REPAIR & MTCE ROADS	2,000.00	2,000.00	\$0.00	0%	
53340-0000	REPAIR & MTCE SYSTEM	249,000.00	306,000.00	\$57,000.00	23%	
53370-0000	REPAIR & MTCE OTHER EQUIPMENT	12,000.00	12,000.00	\$0.00	0%	
53380-0000	REPAIR & MTCE AUTO EQUIPMENT	15,000.00	15,000.00	\$0.00	0%	
53410-0000	RENTAL OF MACHINERY & EQUIPMNT	37,500.00	27,500.00	-\$10,000.00	-27%	
53500-0000	MILEAGE EXPENSE	500.00	500.00	\$0.00	0%	
53510-0000	TRAVEL EXPENSE	8,800.00	8,800.00	\$0.00	0%	
53600-0000	DUES & MEMBERSHIPS	43,964.00	42,964.00	-\$1,000.00	-2%	
53610-0000	INSTRUCTION & SCHOOLING	25,110.00	25,930.00	\$820.00	3%	
53800-0000	PRINTING	2,500.00	2,500.00	\$0.00	0%	
53802-0000	PROMOTIONAL SERVICES	4,000.00	4,000.00	\$0.00	0%	
53803-0000	MISCELLANEOUS MEETING EXPENSE	6,000.00	6,000.00	\$0.00	0%	
53804-0000	POSTAGE & POSTAL CHARGES	4,800.00	4,800.00	\$0.00	0%	
53806-0000	SOFTWARE LICENSES	105,000.00	82,000.00	-\$23,000.00	-22%	
53807-0000	SOFTWARE MAINT AGREEMENTS	66,650.00	41,650.00	-\$25,000.00	-38%	
53808-0000	STATUTORY & FISCAL CHARGES	4,000.00	4,000.00	\$0.00	0%	
53818-0000	REFUNDS & FORFEITURES	2,000.00	2,000.00	\$0.00	0%	
53828-0000	CONTINGENCIES	0.00	100,000.00	\$100,000.00	24%	
53829-0000	INDIRECT COST REIMBURSEMENT	285,000.00	310,000.00	\$25,000.00	9%	
53830-0000	OTHER CONTRACTUAL EXPENSES	995,000.00	814,765.00	-\$180,235.00	-18%	
54000-0000	LAND/RIGHT OF WAY	285,000.00	500,000.00	\$215,000.00	75%	
54060-0000	DRAINAGE SYSTEM INFRASTRUCTURE	1,198,454.00	2,936,250.00	\$1,737,796.00	145%	
54100-0000	IT EQUIPMENT	15,000.00	15,000.00	\$0.00	0%	
54110-0000	EQUIPMENT AND MACHINERY	1,282,796.00	165,000.00	-\$1,117,796.00	-87%	
54120-0000	AUTOMOTIVE EQUIPMENT	147,642.00	80,000.00	-\$67,642.00	-46%	
54120-3200	AUTOMOTIVE EQUIPMENT-DRAINAGE	75,000.00	0.00	-\$75,000.00	-100%	
57006-0110	TRANSFER OUT SWM CAPITAL RESERVE	0.00	0.00	\$0.00	0%	
57070-0213	TRANSFER OUT 1993 STMWTR BOND	0.00	0.00	\$0.00	0%	
57070-0219	TRANSFER OUT 2016 STORMWATER B	0.00	0.00	\$0.00	0%	
40100-0000	CURRENT PROPERTY TAX	9,400,000.00	9,429,407.00	\$29,407.00	0%	
40101-0000	BACK PROPERTY TAX	10,000.00	5,000.00	-\$5,000.00	-50%	
40508-0000	STORMWATER PERMIT	510,000.00	550,000.00	\$40,000.00	8%	
41000-0001	FEDERAL OPERATING GRANT - HUD	0.00	0.00	\$0.00	0%	
41000-0006	FEDERAL OPERATING GRANT - EPA	0.00	0.00	\$0.00	0%	
41000-0007	FEDERAL OPERATING GRANT - HMLN	0.00	0.00	\$0.00	0%	
42006-0000	SALE OF MAPS/PLANS	0.00	0.00	\$0.00	0%	
42007-0000	VIOLATION FEE	0.00	0.00	\$0.00	0%	
42065-0000	HIGHWAY APPLICATION/VIOLATION	0.00	0.00	\$0.00	0%	
42079-0000	WETLAND DETERMINATION FEE	0.00	0.00	\$0.00	0%	
44005-0000	BOND FORFEITURE	0.00	0.00	\$0.00	0%	
45000-0000	INVESTMENT INCOME	301,304.00	30,000.00	-\$271,304.00	-90%	
45001-0000	GAIN/LOSS INVESTMENTS	0.00	0.00	\$0.00	0%	
46000-0000	MISCELLANEOUS REVENUE	268,000.00	318,000.00	\$50,000.00	19%	
46009-0000	PRIVATE GRANTS	60,000.00	0.00	-\$60,000.00	-100%	
46030-0000	OTHER REIMBURSEMENTS	22,200.00	22,200.00	\$0.00	0%	
47000-0000	TRANSFER IN GENERAL FUND	3,384,000.00	3,400,000.00	\$16,000.00	0%	

**FY2024 Approved Budget
Stormwater Management Five Year Outlook
Revenue - Expenditure Comparison
(\$ in Millions)**



	FY2021 Actual	FY2022 Actual	FY2023 Projected	FY2024 Approved Budget	FY2025 Projected	FY2026 Projected	FY2027 Projected	FY2028 Projected
Operating Fund Balance	\$ 6.4	\$ 15.3	\$ 19.3	\$ 19.9	\$ 17.4	\$ 14.5	\$ 13.6	\$ 12.9
1600-3002 - Capital Reserve	\$ -	\$ -	\$ 2.1	\$ 4.0	\$ 6.1	\$ 8.9	\$ 10.9	\$ 12.9
1600-3100 - Reserve	\$ 3.6	\$ 2.1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Balance, December 1	\$ 10.1	\$ 17.3	\$ 21.4	\$ 23.9	\$ 23.5	\$ 23.3	\$ 24.5	\$ 25.8
Revenue								
Property Tax	\$ 9.4	\$ 9.4	\$ 9.4	\$ 9.4	\$ 9.4	\$ 9.4	\$ 9.4	\$ 9.4
Transfer In - General Fund - SW	\$ 3.1	\$ 3.8	\$ 4.2	\$ 2.6	\$ 2.9	\$ 2.9	\$ 2.9	\$ 2.9
Transfer In - General Fund - Drainage	\$ -	\$ -	\$ -	\$ -	\$ 0.5	\$ 0.6	\$ 0.6	\$ 0.6
Interest	\$ 0.0	\$ 0.0	\$ 0.9	\$ 0.8	\$ 0.0	\$ 0.0	\$ 0.0	\$ 0.0
Stormwater Permit Fees	\$ 0.6	\$ 0.5	\$ 0.5	\$ 0.6	\$ 0.5	\$ 0.4	\$ 0.4	\$ 0.4
Reimbursement - other funds	\$ -	\$ -	\$ 0.0	\$ 0.0	\$ 0.0	\$ 0.0	\$ 0.0	\$ 0.0
State/Federal project reimbursement	\$ -	\$ -	\$ 0.1	\$ -	\$ -	\$ -	\$ -	\$ -
Misc/Other	\$ 0.3	\$ 0.3	\$ 0.3	\$ 0.3	\$ 0.5	\$ 0.5	\$ 0.6	\$ 0.6
Total Revenue	\$ 13.4	\$ 14.1	\$ 15.3	\$ 13.7	\$ 13.9	\$ 13.8	\$ 14.0	\$ 13.9
Operational Expenses								
Personnel Services	\$ 3.6	\$ 3.8	\$ 4.0	\$ 4.2	\$ 4.3	\$ 4.4	\$ 4.6	\$ 4.7
Commodities	\$ 0.1	\$ 0.1	\$ 0.2	\$ 0.2	\$ 0.2	\$ 0.2	\$ 0.2	\$ 0.2
Contractual	\$ 2.3	\$ 2.5	\$ 3.8	\$ 3.8	\$ 3.7	\$ 3.5	\$ 3.5	\$ 3.7
Capital Acquisition - 1600-3000	\$ 0.1	\$ 1.6	\$ 3.0	\$ 3.7	\$ 3.0	\$ 2.6	\$ 2.5	\$ 3.2
Capital Acquisition - 1600-3100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfer Out - SWM Capital Reserve	\$ -	\$ 0.1	\$ 1.9	\$ 2.1	\$ 2.8	\$ 2.0	\$ 2.0	\$ 1.8
Debt Service	\$ -	\$ 1.9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operational Expenses	\$ 6.1	\$ 10.0	\$ 12.9	\$ 14.0	\$ 14.0	\$ 12.7	\$ 12.7	\$ 13.5
Ending Fund Balance, November 30	\$ 17.3	\$ 21.4	\$ 23.9	\$ 23.5	\$ 23.3	\$ 24.5	\$ 25.8	\$ 26.2
% Fund Balance/Expenditures	282.1%	213.3%	185.4%	167.3%	166.8%	192.9%	203.8%	193.9%
Headcount	38	33	40	40	40	40	40	40

Note: Figures subject to rounding; outyear budgets are balanced as they become current.

Major Assumptions

Stormwater's cash requirements are unique due to the timing of debt service transfers. Beginning year balances should be at least 70% of total expense requirements (not including federal or state funded projects). In FY2022, the final debt service payment of 1.9 million was paid.

Personnel Services Major Assumptions

-Accounting for possible retirement payout (51000 Benefits)

-Between FY2023 & FY2027 there are 4 long term stormwater employees eligible for retirement, this has been included in the personnel line.

Anticipating increased costs in Capital Repair/Maintenance in FY2023-FY2028 based on Study completed in FY2021.

In FY2022 and outyears, a Capital Acquisition Contingency fund is utilized for maintenance and replacement of major County flood control facilities.

The outlook does not include projects funded by ARPA, EPA 319 Grants, FEMA BRIC Grants or DCEO Grants.



Change Order

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

File #: 24-1511

Agenda Date: 6/4/2024

Agenda #: 8.A



Request for Change Order
Procurement Services Division
 Attach copies of all prior Change Orders

Consent
 SWM 6/14
 CB 6/11

Date: May 8, 2024
 MinuteTraq (IQM2) ID #: 24-1511

Purchase Order #: 7060-1-SERV	Original Purchase Order Date: May 9, 2023	Change Order #: 1	Department: Stormwater Management
Vendor Name: Village of Downers Grove		Vendor #: 10128	Dept Contact: Alicia Favela Perez
Background and/or Reason for Change Order Request:	Time extension through November 30, 2024, there is no change in the contract amount.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$19,275.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$19,275.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$0.00
E	New contract amount (C + D)	\$19,275.00
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%
DECISION MEMO NOT REQUIRED		

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

DECISION MEMO REQUIRED	
<input checked="" type="checkbox"/> Increase (greater than 29 days) contract expiration from: <u>Jun 30, 2024</u> to: <u>Nov 30, 2024</u>	
<input type="checkbox"/> Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount <input type="checkbox"/> Funding Source _____	
<input type="checkbox"/> OTHER - explain below:	

afp	6698	May 8, 2024	<i>[Signature]</i>	6676	05.14.2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer		Date	<i>[Signature]</i>	Procurement Officer	Date <u>5/16/2024</u>
Chief Financial Officer		Date	Chairman's Office	(Decision Memos Over \$25,000)	Date



Decision Memo

Procurement Services Division

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

Date: May 2, 2024

MinuteTraq (IQM2) ID #: 24-1511

Department Requisition #: _____

Requesting Department: Stormwater Management	Department Contact: Claire Kissane
Contact Email: claire.kissane@dupagecounty.gov	Contact Phone: (630) 407-6682
Vendor Name: Village of Downers Grove	Vendor #: 10128

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

Time extension through November 30, 2024. There is no change in the contract amount

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

DuPage County's Water Quality Improvement Program (WQIP) grant program was developed to assist DuPage County entities in constructing water quality projects. Downers Grove's Curtiss and Glenview Water Quality project was awarded the WQIP grant in 2023 following recommendations by the staff selection team and approved by the Stormwater Committee. The original schedule called for project completion by June 30, 2024. However, procurement delays with the water quality structure and other equipment for the drainage improvement project have delayed the expected project completion date by several months. The Village is requesting a 5-month time extension, with the project completed by November 30, 2024.

Strategic Impact

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

The water quality benefits include the reduction of pollutants associated with stormwater runoff and enhancement of infiltration at the project's outfall into St. Joseph Creek.

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

Intergovernmental Agreement

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

1. Approve contract extension with the Village of Downers Grove
2. Do not approve the contract extension with Downers Grove. Not recommended as the time extension will allow the Curtiss and Glenview Water Quality Project to be completed, resulting in an overall water quality benefit to St. Joseph Creek and the East Branch DuPage River.

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

Time extension, no change in contract amount.



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

STORMWATER MANAGEMENT

630-407-6700
stormwatermgmt@dupageco.org

www.dupageco.org/swm

MEMORANDUM

TO: Stormwater Management Planning Committee

FROM: Claire Kissane, Stormwater Management

SUBJECT: Time Extension Request for Curtiss and Glenview Water Quality Project

DATE: May 9, 2024

The Stormwater Management Planning Committee’s Water Quality Improvement Program (WQIP) assists qualified applicants with funding projects that benefit water quality through the reduction of pollutant loads, including total suspended solids, nutrients, metals, and chlorides, into the County’s impaired waterways. Through the WQIP, qualified projects are funded at a maximum of twenty-five percent of the project’s construction costs depending on the availability of funds and expected water quality benefits.

Downers Grove’s Curtiss and Glenview Water Quality Project was awarded WQIP Grant funding in FY 2023 following recommendations by the staff selection team and approved by the Stormwater Committee. The original schedule called for project completion by June 30, 2024. However, procurement issues with the water quality structure and other equipment for the drainage improvement project have delayed the expected project completion date by several months. The Village is requesting a 5-month time extension, with the project completed by November 30, 2024.





Change Order

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

File #: 24-1533

Agenda Date: 6/4/2024

Agenda #: 8.B

Consent
SWM 6/4
CB 6/11



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: May 13, 2024

MinuteTraQ (IQM2) ID #: 24-1533

Purchase Order #: 6286-1-SERV	Original Purchase Order Date: Feb 14, 2023	Change Order #: 2	Department: Stormwater Management
Vendor Name: Engineering Resource Assoc Inc.		Vendor #: 10903	Dept Contact: Alicia Favela-Perez
Background and/or Reason for Change Order Request:	Extend contract to June 30, 2025 and update Exhibit C to reflect a change in billing rates. There is no change in contract amount.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$70,000.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$70,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$0.00
E	New contract amount (C + D)	\$70,000.00
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%

DECISION MEMO NOT REQUIRED

Cancel entire order
 Close Contract
 Contract Extension (29 days)
 Consent Only

Change budget code from: _____ to: _____

Increase/Decrease quantity from: _____ to: _____

Price shows: _____ should be: _____

Decrease remaining encumbrance and close contract
 Increase encumbrance and close contract
 Decrease encumbrance
 Increase encumbrance

DECISION MEMO REQUIRED

Increase (greater than 29 days) contract expiration from: Jun 30, 2024 to: Jun 30, 2025

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

OTHER - explain below: _____

AFP	6698	May 1, 2024	<i>[Signature]</i>
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials) Phone Ext Date
			<u>6676 05.14.24</u>
REVIEWED BY (Initials Only)			
Buyer	Date	Procurement Officer	Date
		<i>[Signature]</i>	<u>5/16/2024</u>
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date



Decision Memo

Procurement Services Division

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

Date: May 13, 2024

MinuteTraq (IQM2) ID #: 24-1533

Department Requisition #: 1600-2302

Requesting Department: Stormwater Management	Department Contact: Christine Klepp
Contact Email: klepp@dupagecounty.gov	Contact Phone: 630-407-6708
Vendor Name: Engineering Resource Associates	Vendor #: 10903

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

Approval of the attached change order with Engineering Resource Associates for additional contract time. The contract time would be extended from June 30, 2024 until June 30, 2025. Exhibit C has also been updated to reflect a change in billing rates.

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

Tasks have been assigned under this contract on an as-needed basis. Most of the work tasks assigned to date include updates to hydraulic models where we know changes have occurred since the effective FEMA floodplain map date of August 1, 2019. Other assigned tasks include GIS mapping activities. This outside assistance has helped augment the workload already assigned to in-house staff.

Strategic Impact

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

Updates will help to address outstanding concerns from communities and others regarding DuPage County's FIRM with an effective date of August 1, 2019. Assistance with GIS floodplain mapping will allow staff to prepare and submit the necessary documentation to FEMA for any map revision.

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

Does not apply. The consultant is currently under contract with the County.

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

Option 1: Extend the contract with Engineering Resource Associates so that the current tasks identified within the agreement can be completed.

Option 2: Hire another consultant. This option would be highly inefficient since certain tasks are already being performed under the current contract.

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

FY2024: \$34,866.12
 FY2025: \$25,000.00
 No increase in contract total

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 Fees & Hourly Rates, as applicable.

**Engineering Resource Associates, Inc.
STANDARD 2.8 MULTIPLIER CHARGES FOR PROFESSIONAL SERVICES
JANUARY 1, 2024 THROUGH JUNE 30, 2025**

<i>Staff Category</i>	<i>Hourly Billing Rate</i>
Professional Engineer V	\$200 - \$220
Professional Engineer IV	\$170 - \$200
Professional Engineer III	\$150 - \$170
Professional Engineer II	\$130 - \$150
Professional Engineer I	\$100 - \$130
Structural Engineer VI	\$200 - \$240
Structural Engineer III	\$140 - \$160
Staff Engineer III	\$100 - \$120
Staff Engineer II	\$90 - \$100
Staff Engineer I	\$80 - \$90
Engineering Intern III	\$60 - \$70
Engineering Intern II	\$50 - \$60
Engineering Intern I	\$40 - \$50
Engineering Technician V	\$120 - \$140
Engineering Technician IV	\$110 - \$120
Engineering Technician III	\$90 - \$115
Engineering Technician II	\$60 - \$90
Engineering Technician I	\$40 - \$60
Environmental Director	\$150 - \$170
Environmental Specialist III	\$130 - \$150
Environmental Specialist II	\$110 - \$130
Environmental Specialist I	\$80 - \$110
Professional Surveyor II	\$140 - \$170
Professional Surveyor I	\$110 - \$140
Surveyor IV	\$90 - \$110
Surveyor III	\$70 - \$90
Surveyor II	\$60 - \$70
Surveyor I	\$40 - \$60
GIS/Public Outreach	\$70 - \$100
Administrative Director	\$120 - \$150
Administrative Staff IV	\$90 - \$120
Administrative Staff III	\$80 - \$90
Administrative Staff II	\$70 - \$80
Administrative Staff I	\$60 - \$70

Direct Costs will be billed at their actual rate incurred.



Change Order

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

File #: 24-1534

Agenda Date: 6/4/2024

Agenda #: 8.C

CONSENT
SWM 6/4
CB 6/11



Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Date: May 13, 2024

MinuteTraq (IQM2) ID #: 24-1534

Purchase Order #: 6131-1-SERV	Original Purchase Order Date: Dec 1, 2022	Change Order #: 2	Department: Stormwater Management
Vendor Name: Cemcon	Vendor #: 11015		Dept Contact: Alicia Favela-Perez
Background and/or Reason for Change Order Request:	Extend contract to June 30, 2025 , there is no change in the contract amount.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE	
A	Starting contract value \$95,000.00
B	Net \$ change for previous Change Orders \$0.00
C	Current contract amount (A + B) \$95,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease \$0.00
E	New contract amount (C + D) \$95,000.00
F	Percent of current contract value this Change Order represents (D / C) 0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) 0.00%

DECISION MEMO NOT REQUIRED

Cancel entire order
 Close Contract
 Contract Extension (29 days)
 Consent Only

Change budget code from: _____ to: _____

Increase/Decrease quantity from: _____ to: _____

Price shows: _____ should be: _____

Decrease remaining encumbrance and close contract
 Increase encumbrance and close contract
 Decrease encumbrance
 Increase encumbrance

DECISION MEMO REQUIRED

Increase (greater than 29 days) contract expiration from: Jun 30, 2024 to: Jun 30, 2025

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

OTHER - explain below: _____

AFP _____	6698	May 1, 2024	<i>SJA</i>	6676	<i>05.14.24</i>
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer _____	Date _____	Procurement Officer <i>8</i>	Date <i>5/16/2024</i>		
Chief Financial Officer _____	Date _____	Chairman's Office _____	Date _____		
(Decision Memos Over \$25,000)		(Decision Memos Over \$25,000)			



Decision Memo

Procurement Services Division

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

Date: May 13, 2024

MinuteTraq (IQM2) ID #: 24-1534

Department Requisition #: 1600-2250

Requesting Department: Stormwater Management	Department Contact: Christine Klepp
Contact Email: klepp@dupagecounty.gov	Contact Phone: 630-407-6708
Vendor Name: Cemcon, LTD.	Vendor #: 11015

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

Approval of the attached change order with Cemcon for additional contract time. The contract time would be extended from June 30, 2024 until June 30, 2025.

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

The watershed plan model dates back to 1999. Almost all elements in the model have required some kind of update given the age of the model and the complicated hydraulics in some areas of the watershed. Several areas of the watershed have been developed and were added to the model. Land use data for the watershed was updated by in-house staff.

Strategic Impact

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

Given the lengthy FEMA floodplain mapping review and approval process it is important that our map change submittal is comprehensive and up to date. The FEMA process can take up to two years before an effective floodplain map is approved.

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

Does not apply. The consultant is currently under contract with the County.

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

Option 1: Extend the contract with Cemcon so that the remaining tasks identified within the agreement can be completed.
 Option 2: Hire another consultant. This option would be highly inefficient and require the duplication of certain tasks already completed under the current contract.

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

FY2024: \$59,079.00
 FY2025: \$25,000.00
 No increase in contract total



Change Order

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

File #: 24-1579

Agenda Date: 6/4/2024

Agenda #: 8.D

consent
SWM 6/4
CB 6/11



Request for Change Order
Procurement Services Division
 Attach copies of all prior Change Orders

Date: May 2, 2024

MinuteTraq (IQM2) ID #: 24-1579

Purchase Order #: 6369-1-SERV	Original Purchase Order Date: Apr 11, 2023	Change Order #: 3	Department: Stormwater Management
Vendor Name: Robinson Engineering LTD	Vendor #: 30232	Dept Contact: Alicia Favela-Perez	

Background and/or Reason for Change Order Request: Contract time extension to 11/30/24 and update Exhibit C contract rates. Rates have been modified to reflect current rates of the consultant staff, including the maximum allowable rate under DuPage County's current policies. There is no change in the contract amount.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

A	Starting contract value	\$95,000.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$95,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$0.00
E	New contract amount (C + D)	\$95,000.00
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: Jun 29, 2024 to: Nov 30, 2024
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:
Update Exhibit C

afp	6698	May 2, 2024	<i>SJA</i>	6676	05.21.24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date

REVIEWED BY (Initials Only)

Buyer	Date	Procurement Officer	Date
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date



Decision Memo

Procurement Services Division

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

Date: May 15, 2024

MinuteTraq (IQM2) ID #: 24-1579

Department Requisition #: 1600-2308

Requesting Department: Stormwater Management	Department Contact: Jamie Lock
Contact Email: jamie.lock@dupagecounty.gov	Contact Phone: 630-407-6705
Vendor Name: Robinson Engineering, Ltd.	Vendor #: 30232

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

Increase contract to November 30, 2024 and revise Exhibit C- Schedule of Rates, with no change to the contract amount.

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

The consultant continues to work with Stormwater Management staff on important deliverables associated with the County's stormwater facilities. Additional time is needed to assist the department with facility evaluations and bid documents.

Strategic Impact

Quality of Life

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

The County's flood control facilities need to be continually inspected and maintained in order to provide the highest level of flood protection to the citizens of DuPage County.

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

This contract was vetted based on the County's Qualified Based Selection (QBS) process, which allows for Professional Services to be vetted through an open and transparent process. Requests for Statements of Qualifications were sent to firms throughout the industry. Statements of Interest were received from 5 firms and stormwater staff determined that Robinson has the most qualified staff based on the information received to perform necessary services.

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

Staff recommends the time extension and rate update in order to ensure successful and timely completion of ongoing initiatives of the Stormwater Management Department related to the County's flood control facilities. If the time extension is not granted, a new contract will need to be vetted, causing unnecessary delay and overhead costs to select a new firm.

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

There are no changes to the fiscal impact for this contract.

EXHIBIT C
Robinson Engineering, Ltd.
Average Hourly Rate Range

Labor Billing Category	Min Rate	Max Rate
Principal Engineer 1	60.00	86.00
Senior Project Manager 2	57.70	80.77
Senior Project Manager 1	59.33	69.33
Senior Engineer 3	58.84	64.21
Senior Engineer 2	51.99	51.99
Senior Engineer 1	57.00	61.74
Project Engineer 4	49.48	53.20
Project Engineer 3	48.89	52.49
Project Engineer 2	40.86	51.00
Project Engineer 1	31.30	40.26
Project Manager 3	53.23	53.23
Project Manager 1	26.25	61.58
Engineering Technician	32.50	32.50
Chief Land Surveyor	64.38	64.38
Land Surveyor 3	49.86	49.86
Senior Planner	53.93	62.98
Senior Project Scientist	48.79	49.67
Project Developer 1	38.31	54.25
GIS Coordinator	52.20	52.20
GIS Developer	42.20	42.20
GIS Technologist	27.74	27.74
CAD Manager	54.08	54.08
CAD Technologist 1	32.96	32.96
CAD Technologist 2	36.50	43.45
Resident Engineer 3	52.49	52.49
Resident Engineer 2	41.39	44.16
Resident Engineer 1	30.70	36.86
Resident Engineering Representative 2	44.49	47.90
Resident Engineering Representative 1	30.05	33.00
Field Superintendent	57.04	65.00
Assistant Field Supt.	54.47	54.47
Field Crew Member 1	20.80	26.95
Operator 3	33.47	33.47
Operator 1	19.00	27.52
Operations Manager	39.47	39.47
Operations Coordinator	35.47	37.55
Field Crew Chief	31.00	46.55
IT Coordinator	64.38	64.38
IT Technologist	43.21	43.21
Administrative 1	31.55	43.31
Administrative 2	24.76	32.55
Project Administration	30.03	74.52



Stormwater Management Resolution

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

File #: SM-R-0001-24

Agenda Date: 6/4/2024

Agenda #: 8.E

AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ADDISON TOWNSHIP HIGHWAY DEPARTMENT AND
THE COUNTY OF DU PAGE,
FOR THE COUNTRY CLUB HIGHLANDS PHASE II DRAINAGE IMPROVEMENT
PROJECT

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

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

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

WHEREAS, pursuant to said authority, the COUNTY has sought to undertake a project to improve drainage by constructing storm sewer improvements including an underground storage vault with relocation of utilities, generally located along Willow and Crown Roads, between Grand Avenue and Diversey Avenue, within unincorporated Addison Township (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the HIGHWAY DEPARTMENT have determined that the construction of the PROJECT'S drainage components will benefit local citizens by improving drainage and reducing the occurrence of localized flooding within Addison Township; and

WHEREAS, the PROJECT will be located on properties owned by the HIGHWAY DEPARTMENT and undertaken in accordance with the following Intergovernmental Agreement, the COUNTY'S authority to use said properties for the PROJECT'S construction being granted by said Agreement; and

WHEREAS, the improvements on HIGHWAY DEPARTMENT property are within the Willow Road right-of-way, Crown Road right-of-way, and Diversey Avenue right-of-way, and will be constructed as a new storm sewer, underground stormwater storage vault, utility relocation, and restoration work. The storm sewer will integrate existing drainage along the roadway. The restoration work will include turf grass and woody vegetation (trees) within limits of the PROJECT; and

WHEREAS, the HIGHWAY DEPARTMENT has determined that it is reasonable, necessary and in the public interest and welfare to authorize the COUNTY'S entry onto and use of HIGHWAY DEPARTMENT right-of-ways at the locations shown on Exhibit A and more specifically defined herein;
and

WHEREAS, the Parties desire to cooperatively implement the PROJECT for the purposes of stormwater management, flood control, water quality enhancement, and improving recreational opportunities and transportation options for DuPage County residents; and

WHEREAS, it is necessary to further identify and establish the responsibilities of the Parties with respect to the PROJECT and the PROJECT’S components; and

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

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT, by and through the Stormwater Management Department, to the Addison Township Road District, 411 W Potter St., Wood Dale, IL 60191; and Nick Alfonso/State's Attorney's Office.

Enacted and approved this 11th day of June, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ADDISON TOWNSHIP HIGHWAY DEPARTMENT AND
THE COUNTY OF DU PAGE, FOR THE
COUNTRY CLUB HIGHLANDS PHASE II DRAINAGE IMPROVEMENT PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “AGREEMENT”) is made and entered into this 11th day of June, 2024, by and between the Addison Township Highway Department, a body politic and corporate (hereinafter referred to as the “HIGHWAY DEPARTMENT”) with offices at 411 W Potter St, Wood Dale, IL 60191, the County of DuPage, a body politic and corporate (hereinafter referred to as the “COUNTY”) with offices at 421 N. County Farm Road, Wheaton, Illinois 60187. The HIGHWAY DEPARTMENT and COUNTY are hereinafter sometimes individually referred to as a “party” or together as the “parties.”

RECITALS:

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

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

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

WHEREAS, pursuant to said authority, the COUNTY has sought to undertake a project to improve drainage by constructing storm sewer improvements including an underground storage vault with relocation of utilities, generally located along Willow and Crown Roads, between Grand Avenue and Diversey Avenue, within unincorporated Addison Township (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the HIGHWAY DEPARTMENT have determined that the construction of the PROJECT’S drainage components will benefit local citizens by improving drainage and reducing the occurrence of localized flooding within Addison Township; and

WHEREAS, the PROJECT will be located on properties owned by the HIGHWAY DEPARTMENT and undertaken in accordance with the following Intergovernmental Agreement, the COUNTY’S authority to use said properties for the PROJECT’S construction being granted by said Agreement; and

WHEREAS, the improvements on HIGHWAY DEPARTMENT property are within the Willow Road right-of-way, Crown Road right-of-way, and Diversey Avenue right-of-way, and will be constructed as a new storm sewer, underground stormwater storage vault, utility relocation, and restoration work. The storm sewer will integrate existing drainage along the roadway. The restoration work will include turf grass and woody vegetation (trees) within limits of the PROJECT; and

WHEREAS, the HIGHWAY DEPARTMENT has determined that it is reasonable, necessary and in the public interest and welfare to authorize the COUNTY's entry onto and use of HIGHWAY DEPARTMENT right-of-ways at the locations shown on Exhibit A and more specifically defined herein; and

WHEREAS, the Parties desire to cooperatively implement the PROJECT for the purposes of stormwater management, flood control, water quality enhancement, and improving recreational opportunities and transportation options for DuPage County residents; and

WHEREAS, it is necessary to further identify and establish the responsibilities of the Parties with respect to the PROJECT and the PROJECT'S components; and

NOW, THEREFORE, in consideration of the promises, terms and conditions set forth herein, and in the spirit of intergovernmental cooperation, the Parties agree that:

1.0 INCORPORATION OF RECITALS

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

2.0 SCOPE OF PROJECT

2.1 The PROJECT shall be located within and adjacent to the Willow Road, Crown Road, and Diversey Avenue rights-of-way as shown on the project location map in Exhibit A (sometimes referred to herein as the "PROJECT AREA"). Generally, the PROJECT will involve installation of storm sewer, underground stormwater storage vault, and associated vegetative and habitat restoration. The PROJECT work is part of the COUNTY'S Country Club Highlands Phase II Drainage Improvement Project. The Parties have agreed that the PROJECT work shall be as depicted and described in the plan drawings, prepared by V3 Companies, Ltd. (V3). The final plan shall be deemed incorporated herein by reference but without attaching said document hereto due to its size. The

restoration component shall include seeding, planting and all other vegetation restoration measures, as shown in the Final Plan, within the PROJECT AREA and include all applicable watering and related maintenance as described in the bid documents for the PROJECT.

- 2.2 The COUNTY intends to begin construction of the PROJECT in 2024, with final completion on or before November 30, 2025.
- 2.3 The Parties agree that the PROJECT work shall be consistent with the terms and conditions of each and every permit and, or, approval issued by any regulatory authority having jurisdiction over the PROJECT.

3.0 PROJECT FUNDING AND CONTINGENCIES

- 3.1 The COUNTY shall pay all expenses and costs necessary to design, permit, construct and implement the PROJECT.
- 3.2 Both parties agree that in the best interest of the project, that no application or review fees will be incurred by the HIGHWAY DEPARTMENT or COUNTY. Any costs incurred for permits, bonds, or easements preparation and/or recordings, costs beyond the limit of Director of DuPage County Stormwater Management approval will require authorization from the DuPage County Stormwater Committee and are not guaranteed. Only those costs that are in line with the County's Stormwater Program will be authorized.

4.0 COUNTY RIGHTS AND RESPONSIBILITIES

- 4.1 At no cost to the HIGHWAY DEPARTMENT, COUNTY shall complete the design of the PROJECT, including all plan sets, drawings, specifications, and cost estimates necessary to publicly solicit bids for the PROJECT. The HIGHWAY DEPARTMENT may review and issue comments to the COUNTY regarding the BID DOCUMENTS within ten (10) business days of receipt thereof. The HIGHWAY DEPARTMENT may participate in any pre-bid meetings or site visits conducted by the COUNTY as part of its procurement process. The COUNTY agrees to cooperate with the HIGHWAY DEPARTMENT regarding any significant proposed changes, alterations, or modifications to the BID DOCUMENTS including, but not limited to any proposed

bidding addenda, field adjustments, or change orders, by providing reasonable advance notification and opportunity for review, comment, and concurrence, which shall not be unreasonably withheld, conditioned, delayed or denied by the HIGHWAY DEPARTMENT. The final versions of the aforesaid documents, together with any invitations to bid, bid notices and addendums, contractor contracts (including general and special conditions) (collectively hereafter the “BID DOCUMENTS”) shall be provided to the HIGHWAY DEPARTMENT prior to publishing any invitation to bid.

- 4.2 The COUNTY shall comply with all applicable federal, state, and local laws, rules, and regulations with regard to every phase of the PROJECT, including the following:
 - 4.2.1 The COUNTY shall obtain all necessary federal, state, and local permits or other approvals required for the construction of the PROJECT and shall provide copies of said permits and approval to the Parties upon request.
 - 4.2.2 Securing any permissions, easements, or other agreements necessary to perform design and construction activities for the portions of the PROJECT that occur outside of the township Right-of-way. Any costs incurred beyond the limit of Director of DuPage County Stormwater Management approval will require authorization from the DuPage County Stormwater Committee and are not guaranteed. Only those costs that are in line with the County’s Stormwater Program will be authorized.
 - 4.2.3 The COUNTY shall require any contractor hired to perform PROJECT-related work to comply with the Prevailing Wage Act, and the Illinois Human Rights Acts.
- 4.3 The COUNTY shall publicly advertise the PROJECT to bidders, and award and administer all associated construction-related contracts. The COUNTY shall select professional service providers, including, but not limited to, those that may be related to field surveying, resident engineering, materials testing, and vegetation management, including the preparation of any monitoring and management reports that may be required by the permitting agencies prior to final project completion and permit close-out in accordance with the COUNTY’S own procurement procedures.
- 4.4 Before beginning any PROJECT work, the COUNTY shall require each of its contractors, and consultants, (including their sub-contractors) to obtain the following minimum insurance coverage, which shall be maintained in force until the COUNTY has furnished the Parties with a letter certifying that all construction and restoration work has been completed:

- 4.4.1 Workers' Compensation Insurance with limits as required by the applicable statutes of the State of Illinois.
- 4.4.2 Employer's Liability Insurance with limits of not less than one million dollars (\$1,000,000.00) each accident/injury; five hundred thousand dollars (\$500,000.00) each employee/disease.
- 4.4.3 Commercial General Liability Insurance with limits of not less than one million dollars (\$1,000,000.00) per occurrence bodily injury/ property damage combined single limit; two million dollars (\$2,000,000.00) aggregate bodily injury/property damage combined single limit. The policy of Commercial General Liability Insurance shall provide "occurrence" based coverage and shall include an endorsement naming the Parties as an additional insureds. The Commercial General Liability policy shall include, but not be limited to, the following:
 - (a) premises/operations coverage;
 - (b) products/completed operations coverage;
 - (c) contractual liability;
 - (d) personal injury coverage;
 - (e) broad form property damage coverage;
 - (f) explosion, collapse, and underground coverage; and
 - (g) independent contractor liability coverage.
- 4.4.4 Comprehensive Motor Vehicle Liability Insurance with limits of not less than two million dollars (\$2,000,000.00) each accident bodily injury/property damage combined single limit.
- 4.4.5 Umbrella/excess liability insurance shall be in force for a minimum limit of one million dollars (\$1,000,000) per each occurrence bodily injury/property damage combined single limit. The umbrella coverage shall apply in excess above the limits stated in subparagraphs 4.4.3 and 4.4.4 above.

The foregoing insurance coverage shall be provided by companies authorized to transact business in the State of Illinois and acceptable to and approved by the Parties. The

COUNTY shall provide the Parties with a Certificate of Insurance for each of the coverage specified above and, if requested, copies of the policies or endorsements issued by the insurers. Each certificate and policy shall provide that no cancellation or modification of the policy will occur without at least thirty (30) days' prior written notice to the Parties. The COUNTY shall not allow any contractor, or consultant, to commence work on properties owned by the Parties until all the insurance coverage required under this paragraph have been obtained and satisfactory evidence thereof has been furnished in writing to the Parties. From the date of execution of this agreement onward, each contract between the COUNTY and a contractor and, or consultant, performing work and/or maintenance on the properties owned by the Parties shall provide that each of the Parties is intended as a third-party beneficiary of the insurance obligation that is required of the contractor, or consultant, under this paragraph. Each party may require, as part of their pre-bid comments, that any COUNTY-hired vendor performing work and/or maintenance on their property, or right-of-way, maintain insurance coverage in higher amounts and, or, that such coverage include specific endorsements.

- 4.5 COUNTY agrees to cooperate with the HIGHWAY DEPARTMENT regarding any proposed changes, alterations, or modifications to the BID DOCUMENTS, including, but not limited to any proposed bidding addenda, field adjustments, or change orders. To the extent that said changes, alterations or modifications affects another Party's costs, use of its property and, or, future maintenance requirements, the affected Party shall be given reasonable advance notification and opportunity for review, comment, and concurrence prior to implementing such changes, alterations, or modifications to the BID DOCUMENTS. No Party shall unreasonably withhold, condition, delay or deny a request made by another Party. Minor plan revisions which become necessary due to any field conditions may be made without the other Parties' review, comment, and concurrence.
- 4.6 The COUNTY shall confine all construction activities, including temporary staging areas and equipment access routes on HIGHWAY DEPARTMENT property to those areas designated in the BID DOCUMENTS, or as agreed to by the contractor, HIGHWAY DEPARTMENT, and COUNTY. The COUNTY shall be responsible for restoring any and all property of the HIGHWAY DEPARTMENT located outside of the PROJECT AREA that are disturbed during the course of construction to the satisfaction of the affected Party. HIGHWAY DEPARTMENT and property located inside the PROJECT AREA shall be restored to conditions depicted in the BID DOCUMENTS.

- 4.7 The COUNTY shall be responsible for any day-to-day inspection and construction management of the construction work on the PROJECT. The HIGHWAY DEPARTMENT shall have the right to monitor the work for the purpose of insuring that the work occurring on their respective property conforms to the approved BID DOCUMENTS. Should the HIGHWAY DEPARTMENT determine that any work being performed on the PROJECT is not proceeding in accordance with approved BID DOCUMENTS, the HIGHWAY DEPARTMENT shall notify the COUNTY in writing of such failure. The COUNTY shall be responsible for causing the improper work to be adjusted so as to comply with approved BID DOCUMENTS.
- 4.8 During construction of the PROJECT, the COUNTY shall require its contractor(s) to prohibit public access to the various construction sites, and provide for the general security of the work limits, including the prevention of dumping, by taking appropriate measures such as signage, barricades, and temporary fencing, where appropriate.
- 4.9 The COUNTY shall require its contractor(s) to assume sole responsibility for the safety of all persons involved in the construction of the PROJECT and to take such measures as are necessary to ensure that the work site is maintained in a reasonably safe condition, which shall include the installation of appropriate barricades and warning signs.
- 4.10 Following the construction activities, the COUNTY shall be responsible for establishing the landscaping restoration conditions depicted in the Final Plan (collectively the "Restoration Component"). The COUNTY shall perform vegetation restoration on HIGHWAY DEPARTMENT property as shown on the plans. Such work shall include seeding, planting, other vegetation restoration measures and post-planting management on the HIGHWAY DEPARTMENT property for a one (1) to three (3) year term following the completion of the construction activities, unless final permit sign-off occurs sooner. More specifically, the HIGHWAY DEPARTMENT agrees that such restoration and enhancement work shall be as depicted and described in the plan drawings of the Final Plan, and such amendments and addendum thereto that may be approved by the COUNTY and HIGHWAY DEPARTMENT.
- 4.11 During the Restoration Component work on HIGHWAY DEPARTMENT right of way, the COUNTY shall be responsible for scheduling and coordinating an annual joint field inspection of the PROJECT's restoration with appropriate staff representatives from each of those Parties. The COUNTY shall document the results of said field inspections, which shall include descriptions of any noted PROJECT deficiencies, recommended corrective actions, and identify the party designated for proper and timely response.

- 4.12 The COUNTY shall give notice(s) to the HIGHWAY DEPARTMENT of the date(s) for a final inspection of the PROJECT'S construction work following completion thereof. The HIGHWAY DEPARTMENT shall have thirty (30) calendar days from the receipt of said notices to conduct their final inspections of the completed site or phase and issue its approval or rejection, as circumstances warrant, for the work completed on their respective properties. In the event that the HIGHWAY DEPARTMENT determines that work on their property does not conform to the BID DOCUMENTS, the HIGHWAY DEPARTMENT shall give notice within the thirty (30) day period of any defects or deficiencies thereof. Said notice shall describe, in detail, the work not performed according to the BID DOCUMENTS and shall also set out the HIGHWAY DEPARTMENT's recommendations for any corrective work it deems necessary. Even after the HIGHWAY DEPARTMENT has found each of the PROJECT work to have been satisfactorily completed, the COUNTY shall remain responsible for conditional compliance with all applicable outstanding permits until such time as the issuing agency signs-off on the PROJECT, or any particular PROJECT component, as applicable. During this time the HIGHWAY DEPARTMENT shall take no action that causes the PROJECT to fail regulatory acceptance. Should the HIGHWAY DEPARTMENT fail to timely notify the COUNTY of any nonconforming work, defects or deficiencies, the HIGHWAY DEPARTMENT shall be deemed to have approved and accepted that PROJECT work.
- 4.13 The COUNTY shall bear its own expenses related to the use of its employees or consultants for any review, site inspections, meeting attendance or the preparation and issuance of any comments provided for in this AGREEMENT.
- 4.14 The COUNTY shall be permanently responsible for operating and maintaining the integrity of the storm sewer and underground stormwater storage vault associated with the project, without regard to the jurisdictional status of the underlying land.
- 4.15 The COUNTY shall acknowledge the HIGHWAY DEPARTMENT in any publications resulting from work achieved in conjunction with this PROJECT.

5.0 ROAD DISTRICT RIGHTS AND RESPONSIBILITIES

- 5.1 The HIGHWAY DEPARTMENT may review and issue comments to the COUNTY regarding the BID DOCUMENTS and may attend any pre-bid meeting, construction progress meetings or site visits conducted by the COUNTY as part of its procurement process, as specified in Paragraph 4.1 of this AGREEMENT.

- 5.2 The HIGHWAY DEPARTMENT agrees to cooperate with the COUNTY regarding any significant proposed changes, alterations, or modifications to the BID DOCUMENTS including, but not limited to any proposed bidding addenda, field adjustments, or change orders, to the extent that said changes, alterations or modifications affects the COUNTY's costs, use of its property and, or, future maintenance requirements, by providing reasonably prompt review, comment, and concurrence, which shall not be unreasonably withheld, conditioned, delayed or denied by the HIGHWAY DEPARTMENT.
- 5.3 The HIGHWAY DEPARTMENT hereby grants the COUNTY'S employees, consultant(s) and contractor(s) permission to enter upon HIGHWAY DEPARTMENT property, depicted as the PROJECT AREA on Exhibit A, at no cost to the COUNTY, for establishing and constructing the PROJECT pursuant to this AGREEMENT. The HIGHWAY DEPARTMENT shall grant to the COUNTY, at no cost to the COUNTY the authority to access and undertake PROJECT-related activities, including but not limited to construction, construction management, grading, excavation, filling, vegetative plantings, site restoration, monitoring and testing throughout the PROJECT AREA lying on HIGHWAY DEPARTMENT property. The HIGHWAY DEPARTMENT shall not be responsible for the means, methods, techniques, or procedures with respect to the construction of the PROJECT, nor for the safety of persons performing work on HIGHWAY DEPARTMENT property.
- 5.4 The HIGHWAY DEPARTMENT shall have the right to monitor the work in the PROJECT AREA for the purpose of insuring that the work conforms to the approved BID DOCUMENTS, the bid terms, and conditions of this AGREEMENT.
- 5.5 The HIGHWAY DEPARTMENT shall grant to the COUNTY, at no cost to the COUNTY, permission to maintain the storm sewer and native vegetative swale east of Klein Road, installed in accordance with the PROJECT documents.
- 5.6 The HIGHWAY DEPARTMENT shall operate and maintain, in its entirety, all right of way swales and appurtenances thereto (signs, markings, etc.), restored as part of the PROJECT, after the Willow Road, Crown Road, and Diversey Avenue pavement and right of way has been satisfactorily constructed by the COUNTY and accepted by the HIGHWAY DEPARTMENT. For the purpose of this AGREEMENT, the HIGHWAY DEPARTMENT improvements will be deemed to have been satisfactorily completed when final regulatory approval for its construction has been provided in writing from all

appropriate regulatory authorities. The COUNTY shall be responsible for the storm sewer underground, installed as this PROJECT.

- 5.7 The HIGHWAY DEPARTMENT shall provide appropriate staff representative(s), or consultant(s), to attend the final inspection of the PROJECT, and any annual field inspections, as scheduled and coordinated by the COUNTY. The COUNTY shall, in an appropriate and timely manner, properly address and correct any noted PROJECT deficiencies that are determined to exist in any part or component of the PROJECT.
- 5.8 The HIGHWAY DEPARTMENT shall bear its own expenses related to the use of its employees or consultants for any review, site inspections, meeting attendance or the preparation and issuance of any comments provided for in this AGREEMENT.
- 5.9 The HIGHWAY DEPARTMENT shall acknowledge the COUNTY in any publications resulting from work achieved in conjunction with this PROJECT.
- 5.10 Upon PROJECT completion, the HIGHWAY DEPARTMENT shall be responsible for permanently maintaining all improvements outside of PROJECT scope.

6.0 INDEMNIFICATION

- 6.1 Each party to this AGREEMENT shall require that any third party vendor, consultant or contractor hired to do work on the PROJECT shall agree to defend, save, indemnify, keep and hold harmless the other parties, and all of their officers, elected officials, servants, agents and employees from all liabilities, damages, suits, costs and expenses in law or equity, including costs of suit, expenses for legal services and defense and judgments and settlements that may at any time arise or be claimed by any person, including the agents, servants and employees of the parties, for personal injury, death or property damage or any and all other claims or suits of any nature whatsoever that might arise or result, directly or indirectly, from the acts or omissions of the third party related to its work on the PROJECT. All contracts entered into by each party to this AGREEMENT with any third party vendor, consultant or contractor shall include a provision specifically naming the other parties as third-party beneficiaries of the hold harmless and indemnification to be provided by the third-party vendor, consultant, or contractor under this paragraph.
- 6.2 Pursuant to the authority conferred by Article VII of the Local Governmental and Governmental Employee Tort Immunity Act, each party to this AGREEMENT (as indemnitor) shall defend, save, indemnify, keep and hold harmless the other party (as indemnitee) and all of their officers, elected officials, servants, agents and employees

from all liabilities, damages, suits, costs and expenses in law or equity, including costs of suit, expenses for legal services and defenses and settlements and judgments that may at any time arise or be claimed by any person, including the agents, servants and employees of the indemnitor or indemnitee, for personal injury, death or property damage or any and all other claims or suits of any nature whatsoever that may arise or result, directly or indirectly, or in any manner connected with the indemnitor's rights, responsibilities or actions under this AGREEMENT, when caused by an act or omission to act on the part of the indemnitor, its officers, agents, or employees, that allegedly constitutes, without limitation, negligence, creation or maintenance of a dangerous condition on public property, or intentional infliction of harm. The parties agree that, notwithstanding the language above, no party waives, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.), or otherwise available to it, or available to the other parties, under the law and that there shall be no obligation to indemnify whenever a party has a defense or protection to a claim under the Local Government and Governmental Employees Tort Liability Act or common law. Notwithstanding anything herein to the contrary, neither Party shall be obligated to defend, save, indemnify, or keep and hold harmless the other Party for the other Party's own acts or omissions.

- 6.3 Each Party to this AGREEMENT shall require that any third-party consultant or contractor that Party hires to do work on the PROJECT shall maintain minimum insurance coverage, in the same amounts and same coverage types as the insurance coverage required of COUNTY-hired contractors enumerated in Paragraph 4.4, above. Such insurance coverage shall identify the other Parties to this AGREEMENT as additional co-insured Parties. Each Party agrees to provide to the other Parties, or make reasonably available for inspection, copies of the certificates of insurance and required endorsements provided by each Party's respective third-party consultant(s) or contractor(s) and sub-consultant(s) and sub-contractor(s).
- 6.4 Nothing contained herein shall be construed as prohibiting any Party to this AGREEMENT, or its officials, directors, officers, 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. The Parties acknowledge that the attorney representing the COUNTY, under these provisions must be the State's Attorney, as mandated by Illinois state law. The COUNTY'S participation in its defense

shall not remove the indemnitors' duty to indemnify, defend, and hold the COUNTY harmless, as set forth above

7.0 NOTICES

7.1 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; (b) served by electronic mail (e-mail) during regular business hours; (c) served by nationally recognized overnight courier; or (d) certified or registered mail, return receipt requested, properly addressed with the postage prepaid and deposited in the United States mail. Notices served upon the HIGHWAY DEPARTMENT shall be directed to the Highway Commissioner, Addison Township, 411 W Potter St, Wood Dale, IL 60191. Notices served upon the COUNTY shall be directed to the Director, Division of Stormwater Management, County of DuPage, 421 N. County Farm Road, Wheaton, IL 60187 and DuPage County State's Attorney's Office, Attn: Civil Bureau, 505 N. County Farm Road, Wheaton, IL 60187. Notices served personally or by e-mail shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service.

8.0 SEVERABILITY

8.1 In the event any provision of this AGREEMENT is found to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not invalidate or render unenforceable any other provision of this AGREEMENT, providing that the spirit and intent of this AGREEMENT can be given effect.

9.0 ENTIRE AGREEMENT

9.1 The provisions set forth herein represent the entire agreement between the parties and supersede any previous oral or written negotiations and agreements. No provision may be modified in any respect unless such modification is in writing and signed by both parties.

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

10.0 MISCELLANEOUS TERMS

- 10.1 This AGREEMENT shall be executed in duplicate, and each party shall retain a fully executed copy, each of which shall be deemed an original.
- 10.2 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Eighteenth Judicial Circuit Court for DuPage County.
- 10.3 This AGREEMENT may be amended or modified only by written instrument duly approved and signed by both parties to the AGREEMENT.
- 10.4 No course of dealing or failure of any party to enforce strictly any term, right, or condition of this AGREEMENT shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this AGREEMENT shall operate as a waiver of any other term, right, or condition.

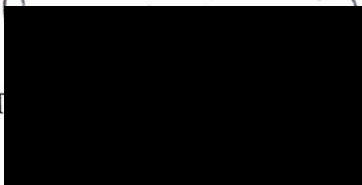
IN WITNESS WHEREOF, the parties have entered into this AGREEMENT as of the 11th day of June, 2024.

ADDISON TOWNSHIP HIGHWAY DEPT.

COUNTY OF DU PAGE

B 

BY: _____

ATTEST 

ATTEST: _____

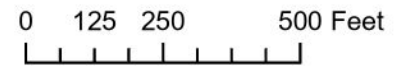


Exhibit A - Project Location



Legend

 Project Location





**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services



STORMWATER MANAGEMENT

MEMORANDUM

To: Stormwater Management Committee

From: Jamie Lock, P.E., CFM, Chief Stormwater Engineer

Subject: Country Club Highlands Drainage Project –Intergovernmental Agreement
w/ Addison Township Highway Department

Date: May 21, 2024

DuPage County Stormwater Management, through its Drainage Program, has been working with the Addison Township Highway Department and unincorporated residents to resolve a longstanding local drainage issue that impacts multiple private residents and local roadways in unincorporated Elmhurst. The source of this urban flooding has been identified as a low-lying area in the street and insufficient storm sewer system unable to collect and convey storm events.

Stormwater Management has worked with an engineering consultant to design and permit final design of a proposed drainage project. The proposed solution will include new storm sewer and an underground stormwater storage vault that will help prevent flooding of roadways and private properties. In addition, new sanitary sewer and watermain will be installed to allow for required clearances of the stormwater storage and storm sewer systems in the road right of way.

All stakeholders have verbally agreed to the Department's proposed solution. Intergovernmental Agreements are required between DuPage County and other public agencies to memorialize the agreement between the entities for design, construction, and long-term maintenance of the improvements. This Intergovernmental Agreement with the Addison Township Highway Department will provide DuPage County Stormwater Management the appropriate permissions to operate, inspect, and maintain the improvements in the Willow Road, Crown Road, and Diversey Avenue rights of way in perpetuity.

Action Requested: Staff is requesting approval of the Intergovernmental Agreement with the Addison Township Highway Department for the Country Club Highlands Drainage Improvement Project.



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0014-24

Agenda Date: 6/4/2024

Agenda #: 8.F

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND NAPERVILLE PARK DISTRICT FOR THE PERMEABLE PAVERS AT THE COMMUNITY GARDEN PLOTS PROJECT

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

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

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

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

WHEREAS, the DISTRICT has developed a conceptual design report for the design, construction, and maintenance of a permeable paver parking lot at the Ron Ory Community Garden Plots (herein referred to as the "PROJECT"); and

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

WHEREAS, the DISTRICT has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S Water Quality Improvement Program in an amount not to exceed sixty thousand dollars (\$60,000); and

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the Naperville Park District, is hereby accepted and approved in an amount not to exceed sixty thousand dollars and zero cents (\$60,000.00) 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 Naperville Park District Stream, Attn: Peggy Mota, Project Manager, 320 W. Jackson Avenue, Naperville, IL 60540; 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 11th day of June, 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-0014-24	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$60,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 06/04/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$60,000.00
	CURRENT TERM TOTAL COST: \$60,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Naperville Park District	VENDOR #: 13243	DEPT: Stormwater Management	DEPT CONTACT NAME: Claire Kissane
VENDOR CONTACT: Peggy Motta	VENDOR CONTACT PHONE: (630) 848-5013	DEPT CONTACT PHONE #: (630) 407-6682	DEPT CONTACT EMAIL: claire.kissane@dupagecounty.gov
VENDOR CONTACT EMAIL: pmotta@napervilleparks.org	VENDOR WEBSITE: napervilleparks.org	DEPT REQ #: 1600-2414	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The project will replace an existing 1-acre gravel parking lot with a 1-acre permeable paver parking lot at the Ron Ory Community Garden Plots. The project includes demolition of the existing lot, earthwork and erosion control, and installation of the permeable pavers, base, and aggregate.			
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 Naperville Park District Permeable Pavers at the Community Garden Plots 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: Naperville Park District	Vendor#: 13243	Dept: Stormwater Management	Division:
Attn: Peggy Motta	Email: pmotta@napervilleparks.org	Attn: Claire Kissane	Email: claire.kissane@dupagecounty.gov
Address: 320 W Jackson Ave	City: Naperville	Address: 421 N County Farm Rd	City: Wheaton
State: IL	Zip: 60540	State: IL	Zip: 60187
Phone: (630) 848-5013	Fax:	Phone: (630) 407-6682	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Naperville Park District	Vendor#: 13243	Dept: Stormwater Management	Division:
Attn: Peggy Motta	Email: pmotta@napervilleparks.org	Attn: Claire Kissane	Email: claire.kissane@dupagecounty.gov
Address: 320 W Jackson Ave	City: Naperville	Address: 421 N County Farm Rd	City: Wheaton
State: IL	Zip: 60540	State: IL	Zip: 60187
Phone: (630) 848-5013	Fax:	Phone: (630) 407-6682	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 11, 2024	Contract End Date (PO25): Jun 30, 2026
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 Naperville Park District Permeable Pavers at the Community Garden Plots Project	FY26	1600	3000	53830		60,000.00	60,000.00
										Requisition Total	\$ 60,000.00

FY is required, assure the correct FY is selected.

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

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

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE,
ILLINOIS AND NAPERVILLE PARK DISTRICT FOR THE PERMEABLE PAVERS AT
THE COMMUNITY GARDEN PLOTS PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 11th day of June 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 NAPERVILLE PARK DISTRICT, a body politic and corporate, with offices at 320 West Jackson Ave, Naperville, Illinois 60540 (hereinafter referred to as the DISTRICT).

R E C I T A L S

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

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

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

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

WHEREAS, the DISTRICT has developed a conceptual design report for the design, construction, and maintenance of a permeable paver parking lot at the Ron Ory Community Garden Plots (herein referred to as the “PROJECT”); and

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

WHEREAS, the DISTRICT has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY’S Water Quality Improvement Program in an amount not to exceed sixty thousand dollars (\$60,000); and

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

AGREEMENT; and

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

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

1.0 INCORPORATION AND CONSTRUCTION.

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

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT will replace an existing 1-acre gravel parking lot with a 1-acre permeable paver parking lot at the Ron Ory Community Garden Plots in Naperville, Illinois. The PROJECT includes demolition of the existing gravel lot, earthwork and erosion control, and installation of the permeable paver, base, and aggregate. The goal of the DISTRICT is to reduce pollutant loadings of sediment and total phosphorous discharged to the Lower West Branch DuPage River.
- 2.2 The PROJECT shall be developed essentially in accord with the construction contract plans titled “Ron Ory Community Garden Improvements”, as prepared by V3 Companies, Ltd. and dated November 3, 2023, which document is incorporated herein by reference but is not attached hereto due to space limitations. The permeable paver parking lot shall be maintained and monitored by the DISTRICT or its consultant.

3.0 FUNDING.

- 3.1 The total water quality related PROJECT costs are estimated to be one million fifty-seven thousand six hundred eighty-nine dollars. The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

NAPERVILLE PARK DISTRICT	\$ 997,689.00
<u>COUNTY OF DUPAGE</u>	<u>\$ 60,000.00</u>
TOTAL	\$1,057,689.00

- 3.2 The DISTRICT shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the DISTRICT and COUNTY agree in writing to apportion such extra costs before they are incurred.
- 3.3 This AGREEMENT shall in no way obligate the DISTRICT to undertake this PROJECT if the DISTRICT in its sole discretion determines that it is no longer in the DISTRICT’S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by June 30, 2026, the DISTRICT shall promptly reimburse the COUNTY any monies paid by the COUNTY to the DISTRICT pursuant to this AGREEMENT. The DISTRICT’S right to retain the COUNTY’S reimbursement of PROJECT costs is expressly conditioned upon the DISTRICT’S timely and satisfactory completion of the PROJECT.
- 3.4 The DISTRICT may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the DISTRICT in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT (construction management, etc.), construction (labor and materials), bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the DISTRICT’S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

4.0 DISTRICT’S RESPONSIBILITIES.

- 4.1 The DISTRICT shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The DISTRICT shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The DISTRICT shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance after the PROJECT’s completion.
- 4.3 The DISTRICT shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.

- 4.4 The DISTRICT shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.
- 4.5 The DISTRICT shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.6 The DISTRICT shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The DISTRICT may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The DISTRICT shall submit no more than one invoice per month to the COUNTY during the construction of the PROJECT. Under no circumstances should the total amount requested by the DISTRICT'S invoices exceed sixty thousand dollars (\$60,000). Each invoice shall show the quantities and cost per item and be summarized by PROJECT area and/or stage of completion.
- 4.9 The DISTRICT shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the DISTRICT in the amount(s) herein agreed upon, nor shall this provision affect the DISTRICT'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The DISTRICT shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The DISTRICT and DISTRICT'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The DISTRICT shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the DISTRICT shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the DISTRICT beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S Water Quality Improvement Program.

- 4.12 The DISTRICT must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage and other 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 DISTRICT'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Water Quality Improvement Program. The COUNTY shall promptly provide the DISTRICT with any recommended 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 DISTRICT for approved costs associated with the PROJECT which have been incurred and paid for by the DISTRICT, as specified in Paragraph 3.1.
 - 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed sixty thousand dollars (\$60,000).
 - 5.2.3 In the event PROJECT costs total less than one million fifty-seven thousand six hundred eighty-nine dollars (\$1,057,689.00), the COUNTY'S total reimbursement amount shall not be more than twenty five percent (25%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the DISTRICT.
 - 5.2.4 The COUNTY shall not be obligated to pay invoices received after June 30, 2026, 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 DISTRICT reasonable advance notice of when the COUNTY requires such access.

6.0 GOVERNMENT REGULATIONS.

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

7.0 INDEMNIFICATION.

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

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

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

9.0 TERM OF THIS AGREEMENT.

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
 - 9.1.1 June 30, 2026, or to a new date agreed upon by the parties.
 - 9.1.2 The completion by the DISTRICT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before June 30, 2026.

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:

Peggy Motta Project Manager Naperville Park District 320 W. Jackson Avenue Naperville, Illinois, 60540	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
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14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

15.0 NO WAIVER OF TORT IMMUNITIES

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

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

COUNTY OF DUPAGE

NAPERVILLE PARK DISTRICT

Deborah Conroy,
Chair



Mary Gibson
Park Board of Commissioners, President

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk



Secretary



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0015-24

Agenda Date: 6/4/2024

Agenda #: 8.G

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

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 Chapter 55, paragraph 5/5-1062.3 is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires various professional services (surveying, wetland analysis, flood plain modeling, etc.), on an on-call basis, as necessary for its facilities, small-scale stormwater management and drainage investigations (hereinafter referred to as “PROJECT” or “Work Orders”), and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional services required by the County and is willing to perform the required services, as needed on an on-call basis, for an amount not to exceed sixty thousand dollars and no cents (\$60,000.00).

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 Farnsworth Group, Inc. is hereby accepted and approved in an amount not to exceed sixty thousand dollars and zero cents (\$60,000.00) 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 Farnsworth, Inc., ATTN: Emily Jenkins, 1011 Warrenville Road, Suite 375, Lisle, IL 60532,; 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 11th day of June, 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#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$60,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 06/04/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$60,000.00
	CURRENT TERM TOTAL COST: \$60,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Farnsworth Group	VENDOR #: 30135	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Emily Jenkins	VENDOR CONTACT PHONE: 630.296.5877	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: ejenkins@f-w.com	VENDOR WEBSITE: https://www.f-w.com/	DEPT REQ #: 1600-2413	
<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.). Contract for on-call engineering and professional services for inspection, evaluation, design and permitting for drainage projects county-wide. This contract will help create shovel ready projects for future funding opportunities.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Under the Stormwater Management Department, DuPage County is responsible for addressing drainage concerns to assist unincorporated residents with localized flooding. Additional assistance is needed to assist staff with review, analysis, design, and permitting for proposed solutions to solve some of these localized flooding issues.			

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

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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: Farnsworth Group	Vendor#: 30135	Dept: Stormwater Management	Division:
Attn: Emily Jenkins	Email: ejenkins@f-w.com	Attn: Jamie Lock	Email: jamie.lock@dupagecounty.gov
Address: 1011 Warrenville Road, Suite 375	City: Lisle	Address: 421 N. County Farm Road	City: Wheaton
State: Illinois	Zip: 60532	State: IL	Zip: 60187
Phone: 630.296.5877	Fax:	Phone: 630.407.6705	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 11, 2024	Contract End Date (PO25): Nov 30, 2025
Contract Administrator (PO25): Alicia Favela Perez			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		On-call engineering and professional services for inspection, evaluation, design and permitting for drainage projects countywide.	FY24	1600	3000	53010		35,000.00	35,000.00
2	1	EA			FY25	1600	3000	53010		25,000.00	25,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 60,000.00

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

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

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

This Professional Service Agreement (“AGREEMENT”), is made this 11th day of June, 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 Farnsworth Group, Inc., an Illinois corporation licensed to do business in the State of Illinois, with offices at 1011 Warrenville Road, Suite 375, Lisle, IL 60532; 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 Chapter 55, paragraph 5/5-1062.3 is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires various professional services (surveying, wetland analysis, flood plain modeling, etc.), on an on-call basis, as necessary for its facilities, small-scale stormwater management and drainage investigations (hereinafter referred to as “PROJECT” or “Work Orders”), and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional services required by the County and is willing to perform the required services, as needed on an on-call basis, for an amount not to exceed sixty thousand dollars and no cents (\$60,000.00).

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 Paragraphs 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 30, 2025 unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES.

- 6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or within fourteen (14) days following a notice of termination, or when the Director directs, the deliverables specified in Exhibit "B" [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 sixty thousand dollars and no cents (\$60,000.00). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 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 or Work Order(s).
- 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 insure 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 one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, 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 the Director of Transportation/County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

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

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all

costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the ~~coverage afforded will not be canceled~~ or materially changed until at least 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-consultants 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.
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14.0 MODIFICATION OR AMENDMENT

- 14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.
- 14.2 The CONSULTANT 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 30, 2025, or to a new date agreed upon by the parties, 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 30, 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:

Farnsworth Group
1011 Warrenville Road, Suite 375
Lisle, IL 60532
ATTN: Emily Jenkins
Phone: 717-683-4089

Email: ejenkins@f-w.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

FARNSWORTH GROUP

BY: _____
DEBORAH A. CONROY
CHAIR DUPAGE COUNTY BOARD

BY: _____
ROBERT KOHLHASE
PRINCIPAL

ATTEST:

ATTEST: _____
BY: _____

BY: _____
JEAN KACZMAREK, COUNTY CLERK

EMILY JENKINS
ENGINEERING MANAGER

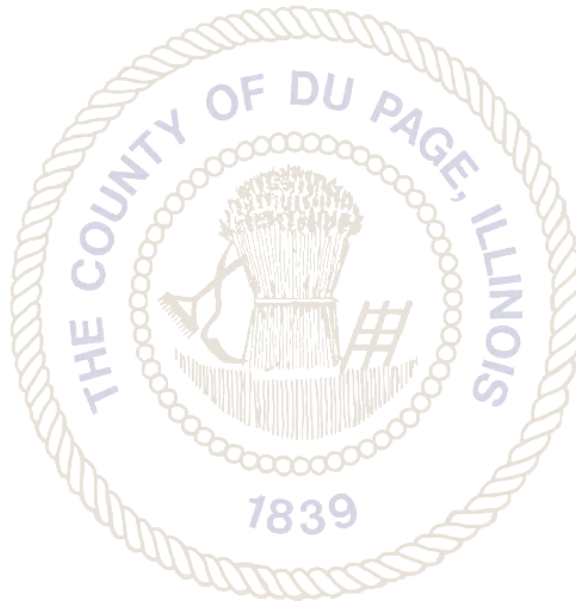


EXHIBIT A

SCOPE OF SERVICES

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

- 1. Final Surveying** - Conduct field survey as needed for the preparation of final design plans, specifications, contract documents, and plats of survey for the recommended improvements. Determine the locations and elevations of utilities, physical structures, pavements and other pertinent items (to be placed on final engineering plans). ~~The COUNTY will provide digital two-foot topographic maps.~~ A minimum of two permanent benchmarks are to be established within the project site for future use. Descriptions of the permanent benchmarks shall be included on the final plan set. All benchmarks shall be tied into the DuPage County system of benchmarks.
- 2. Final Stormwater Modeling** - Develop final hydrologic/hydraulic computer model as necessary for final permitting requirements. Simulations shall be run for both existing and proposed 'final design' conditions. The modeling method to be utilized shall be approved by DuPage County staff prior to commencement of services. If necessary, for the evaluation of the final design, a downstream hydraulic analysis will be required to evaluate potential impacts to downstream properties.
- 3. Wetland Report & Analysis** – Develop wetland report detailing potential wetland impacts and required wetland avoidance arguments per the requirements set forth by the County of DuPage and the U.S. Army Corp of Engineers. If project is located in close vicinity to regulatory wetlands, all required wetland field services will be included in the project scope. Only wetland firms previously approved by the County of DuPage will be allowed to serve as subconsultants on project design.
- 4. Final Permitting** - Prepare and submit the necessary plans and permit applications to the appropriate agencies. These may include but not be limited to the following: The US Army Corps of Engineers, DuPage County Stormwater Management, DuPage County DOT, DuPage County Forest Preserve District, The Illinois Department of Conservation, The Illinois EPA, Illinois Department of Natural Resources, IDOT–Bureau of Roads, IDOT-Bureau of Hydraulics, and the Federal Emergency Management Agency. The CONSULTANT shall be required to obtain all permits necessary for the construction of the final project design, unless explicitly directed otherwise in writing by the COUNTY.
- 5. Final Engineering Plans, Construction Specifications, and Contract Documents** -
Final Engineering Plans and Construction Specifications:
Resolve design issues and prepare final construction level engineering drawings and construction specifications for the bidding and construction of the proposed improvements. The engineering plans shall generally consist of plan and profile view drawings of the

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

Contract Documents: _____

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

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

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

EXHIBIT B

DELIVERABLES

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

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

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

1. Assistance in public, committee, and County Board presentations
2. Guidance in establishing design criteria
3. Guidance in preparation of engineering plans, construction specifications, and contract documents
4. Electronic copies of the general conditions of the contract, the invitation to bid, instructions to bidders, bid forms, and contract construction forms
5. Guidance in establishing Specifications format

6. Guidance in selecting design materials
7. Electronic topography for project site area.
8. Copies of all requested aerial photography.

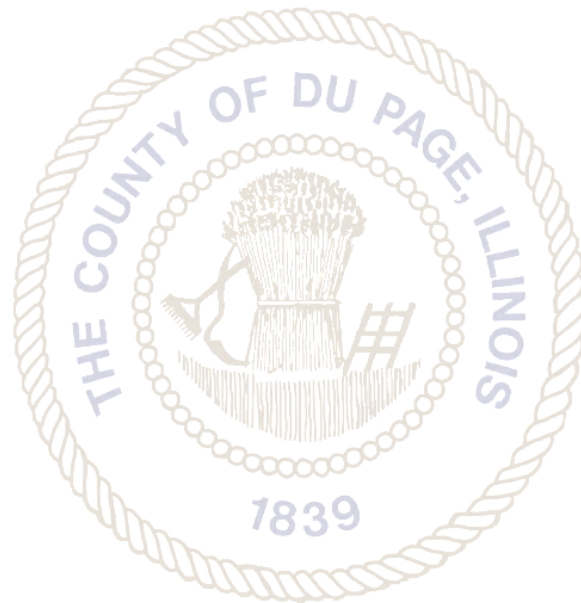


EXHIBIT C

SCHEDULE OF FEES AND HOURLY RATES FOR CONSULTANT'S STAFF

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

FGI Title	Minimum (\$/hr)	Maximum (\$/hr)
Principal	68.00	86.00
Senior Engineering Manager	60.00	86.00
Engineering Manager	52.00	86.00
Senior Project Engineer	46.00	75.00
Senior Engineer	44.00	55.00
Engineer	40.00	50.00
Engineering Associate II	33.00	47.00
Engineering Associate I	28.00	45.00
Environmental Manager II	60.00	80.00
Environmental Scientist III	25.00	40.00
Environmental Scientist III	25.00	40.00
Administrative Support	20.00	70.00
Technician I	35.00	55.00
Design Manager	50.00	80.00
Lead Technician	30.00	45.00
Senior Land Surveying Manager	62.00	80.00
Senior Project Land Surveyor	48.00	60.00
Project Land Surveyor	48.00	55.00
Senior Designer	35.00	50.00
Student Intern	20.00	45.00
Senior Urban and Community Planner	55.00	80.00
Senior Project Landscape Architect	40.00	60.00



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 Fees and Hourly Rates, as applicable.

Contigo Engineering, LLC
STANDARD 2.8 MULTIPLIER CHARGES FOR PROFESSIONAL SERVICES

Staff Category	Hourly Billing Rate
Lead Water Resource Engineer	\$196-\$220
Contigo Water Resource Staff	
Jennifer Loewenstein, P.E., CFM – Lead Water Resource Engineer	



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: May 20, 2024

Bid/Contract/PO #: _____

Company Name: Farnsworth Group, Inc.	Company Contact: Emily Jenkins
Contact Phone: 717-683-4089	Contact Email: ejenkins@f-w.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature _____

Printed Name Robert C Kohlhase

Title Secretary

Date May 20, 2024

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



Required Vendor Ethics Disclosure Statement

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

Date: May 21, 2024

Bid/Contract/PO #: _____

Company Name: Contigo Engineering, PLLC	Company Contact: Jennifer Loewenstein
Contact Phone: 630.209.6343	Contact Email: jenny.loewenstein@contigoengineering.com

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

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

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

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
Lucy Chang Evans	Jennifer Loewenstein	Cash	\$100.00	Apr 24, 2024

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

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

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

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

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

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

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

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

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

Authorized Signature

Printed Name

Jennifer Loewenstein

Title

Owner

Date

May 21, 2024

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



Consent Item

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

File #: 24-1523

Agenda Date: 6/4/2024

Agenda #: 9.A



Request for Change Order
Procurement Services Division
 Attach copies of all prior Change Orders

Consent
 PW 5/21
 CB 5/28

Date: May 6, 2024

MinuteTraq (IQM2) ID #: 24-1523

Purchase Order #: 5186-0001 SERV	Original Purchase Order Date: Apr 1, 2021	Change Order #: 1	Department: Facilities Management
Vendor Name: AEP Energy, Inc.		Vendor #: 37389	Dept Contact: Tim Harbaugh
Background and/or Reason for Change Order Request:	Extend contract to August 31, 2024.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE	
A	Starting contract value \$8,414,197.88
B	Net \$ change for previous Change Orders \$0.00
C	Current contract amount (A + B) \$8,414,197.88
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease \$0.00
E	New contract amount (C + D) \$8,414,197.88
F	Percent of current contract value this Change Order represents (D / C) 0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) 0.00%
DECISION MEMO NOT REQUIRED	

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

DECISION MEMO REQUIRED	
<input checked="" type="checkbox"/>	Increase (greater than 29 days) contract expiration from: <u>Apr 30, 2024</u> to: <u>Aug 31, 2024</u>
<input type="checkbox"/>	Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount <input type="checkbox"/> Funding Source _____
<input type="checkbox"/>	OTHER - explain below: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>

CF	5665	May 6, 2024	<u>H M/K</u>	*6800	5/6/24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date

REVIEWED BY (Initials Only)			
Buyer	Date	Procurement Officer	Date
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date



Decision Memo

Procurement Services Division

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

Date: May 6, 2024

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Facilities Management	Department Contact: Tim Harbaugh
Contact Email: tim.harbaugh@dupagecounty.gov	Contact Phone: X5670
Vendor Name: AEP Energy, Inc.	Vendor #: 37389

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

Approve change order for electric utility supply and management services for County campus, Public Works, and Stormwater, for Facilities Management, to extend contract to August 31, 2024. No change in contact total.

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

It is necessary to extend this contract to allow time for the switchover from AEP to ComEd.

Strategic Impact

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

We need to be able to pay for electric supply through AEP until the switchover is complete.

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

Per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Public Utility)

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

Staff recommends the approval of the change order to extend the contract.
Do not approve contract extension and pay for services without contract agreed pricing.

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

No fiscal impact.